



Department of Energy

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

FREEDOM OF INFORMATION ACT/PRIVACY PROGRAM

November 30, 2021

In reply refer to: FOIA #BPA-2021-00473-F

Sent VIA EMAIL Only To: Mallorie.Heyl@aus.com

Mallorie Heyl
Allied Universal Security Services
161 Washington Street | Suite 600
Conshohocken, PA 19428

Dear Ms. Heyl,

This communication is the Bonneville Power Administration's (BPA) final response to your request for agency records made under the Freedom of Information Act, 5 U.S.C. § 552 (FOIA). Your request was received on March 10, 2021, and formally acknowledged on March 23, 2021.

Request

“[A] copy of the current contract [for BPA security guard services], a copy of all [related] changes/addendum, a copy of all [related] wage/bill rates, a copy of all [related] evaluation documentation, and a copy of the winning proposal [awarded by BPA].”

Response

BPA has gathered the responsive contract records from knowledgeable personnel in the Energy Infrastructure Delivery office and the Corporate & Infrastructure office. A total of 907 responsive pages were gathered. BPA is herein releasing 889 pages with partial redactions applied to 139 pages, made under 5 U.S.C. § 552(b)(4) (Exemption 4); and with partial redactions applied to 25 pages, made under 5 U.S.C. § 552(b)(6) (Exemption 6). BPA is withholding 18 pages in full under 5 U.S.C. § 552(b)(5) (Exemption 5). Because some pages will contain redactions of more than one type, the page counts for the individual exemption(s) pages will not equal the total pages of responsive records being released. An explanation of the applied exemptions follows.

Explanation of Exemptions

The FOIA generally requires the release of all 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)). Further, section (b) of the FOIA, which contains the FOIA's nine statutory exemptions, also directs agencies to publicly release any reasonably segregable, non-exempt information that is contained in those records.

Exemption 4

Prior to publicly releasing agency records, BPA was required by Exemption 4 to solicit objections to the public release of any third party's confidential commercial information contained in the responsive records set. BPA provided Inter-Con Security Systems, Inc. ("Inter-Con") with an opportunity to formally object to the public release of their information contained in BPA records. Inter-Con submitted their objections to BPA. BPA accepted those objections, based on guidance available from the U.S. Department of Justice, and is withholding Inter-Con's commercial confidential information from public release.

Exemption 5

Exemption 5 protects "inter-agency or intra-agency memorandums or letters which would not be available by law to a party other than an agency in litigation with the agency" (5 U.S.C. § 552(b)(5)). In plain language, the exemption protects privileged records. The FOIA's Exemption 5 deliberative process privilege protects records showing the deliberative or decision-making processes of government agencies. Records protected under this privilege must be both pre-decisional and deliberative. A record is pre-decisional if it is generated before the adoption of an agency policy. A record is deliberative if it reflects the give-and-take of the consultative process, either by assessing the merits of a particular viewpoint, or by articulating the process used by the agency to formulate a decision. In this case, BPA relies on Exemption 5 to protect the Document of Award Decision (13 pages) and the Technical Evaluation Report, Tradeoff Selection Method (5 pages). These records, in their entirety, reflect the agency's pre-decisional and deliberative processes in awarding contracts. BPA has considered and declined a discretionary release of some pre-decisional and deliberative information in the responsive records set because disclosure of the records would harm the interests protected and encouraged by Exemption 5.

Exemption 6

Exemption 6 serves to protect Personally Identifiable Information (PII) contained in agency records when no overriding public interest in the information exists. BPA does not find an overriding public interest in a release of the information redacted under Exemption 6—specifically, key personnel, resumes, as well as the identity and contact information of certain personnel found on the accompanying records. This information sheds no light on the executive functions of the agency and BPA finds no overriding public interest in its release. BPA cannot waive these redactions, as the protections afforded by Exemption 6 belong to individuals and not to the agency.

Lastly, as required by 5 U.S.C. § 552(a)(8)(A), information has been withheld only in instances where (1) disclosure is prohibited by statute, or (2) BPA foresees that disclosure would harm an interest protected by the exemption cited for the record. When full disclosure of a record is not possible, the FOIA statute further requires that BPA take reasonable steps to segregate and release nonexempt information. The agency has determined that in certain instances partial disclosure is possible, and has accordingly segregated the records into exempt and non-exempt portions.

Fees

There are no fees associated with processing your FOIA request.

Certification

Pursuant to 10 C.F.R. § 1004.7(b)(2), I am the individual responsible for the records search, withholding decisions, and records release described above. Your FOIA request, BPA-2021-00473-F is now closed with the responsive agency information 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.

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 or the status of your FOIA request may be directed to the FOIA Public Liaison Jason Taylor at jetaylor@bpa.gov or 503-230-3537. Questions about this

communication may also be directed to James King, CorSource Technology Group LLC, at jjking@bpa.gov or 503-230-7621.

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

UNITED STATES
GOVERNMENT

CONTRACT



E-Mail Invoice To: jplund@bpa.gov

Contract : 00080004
Release :
Page : 1

Vendor:

INTER-CON SECURITY SYSTEMS INC
210 SOUTH DE LACEY AVE
PASADENA CA 91105

Please Direct Inquiries to:

CODY L. RODRIGUEZ
Title: CONTRACT SPECIALIST
Phone: 503-230-4262
E-Mail: clrodriguez@bpa.gov

Attn: MATTHEW REESER

Contract Title: BPA SECURITY SERVICES

Total Value : (b) (4)
Pricing Method: FIRM FIXED PRICE
Performance Period: 09/01/18 - 09/30/19

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

(b) (6)

Contractor Signature

Neil Martau, Chief Administrative Officer

Printed Name/Title

8/29/18

Date Signed

(b) (6)

BPA Contracting Officer

8/30/2018

Date Signed

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UNIT 1 — COMMERCIAL

CONTRACT-BASIC TERMS (28-1.1) (MAR 2018)(BPI 28.3.4(A))

- (a) This is a Firm Fixed Price (FFP) contract for eleven months with options to extend for four pre-priced one-year option periods and one–two month transition period. By signing the contract cover page, Bonneville and the Contractor agree, subject to the attached terms and conditions, the Contractor shall sell to Bonneville the services identified herein at the prices set forth in the Schedule of Pricing.
- (b) This contract shall become effective upon receipt of the signed 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))

The contractor shall provide the services at the prices identified in accordance with the Statement of Work (SOW). Contract Line Item Numbers (CLINs) 0001 – 0005 and corresponding option period CLINs are FFP. CLINs 0006 – 0008 and corresponding option period CLINs are T&M based on actual costs. The Contractor submitted cost estimates must be submitted to and approved by the COR in advance.

Contract extension in accordance with BPI Clause 7-39 Option to Extend Services is based on the schedule of prices. Award of contract includes Base Period, as well as exercise of the Transition Option Period CLIN 5001.

CLIN	Description	Unit	Quantity	Unit Price	Price
Base Period: 11/1/2018 - 9/30/2019					
0001	Headquarters Complex Security Posts	MO	(b) (4)		
0002	Ross Complex Security Posts	MO			
0003	Park Place Complex Security Posts	MO			
0004	Eugene Starr Complex Security Posts	MO			
0005	Munro Complex Security Posts	MO			
0006	Deployment and Urgent Security Services OR				
0006A	Security Officer, Unarmed – Standard Rate	HR			
0006B	Security Officer, Armed – Standard Rate	HR			
0006C	Security Officer, Supervisor – Standard Rate	HR			
0006D	Alarm Monitor – Standard Rate	HR			
0006E	Security Officer, Unarmed – Overtime Rate	HR			
0006F	Security Officer, Armed – Overtime Rate	HR			
0006G	Security Officer, Supervisor – Overtime Rate	HR			
0006H	Alarm Monitor – Overtime Rate	HR			
0007	Deployment and Urgent Security Services WA				
0007A	Security Officer, Unarmed – Standard Rate	HR			
0007B	Security Officer, Armed – Standard Rate	HR			
0007C	Security Officer, Supervisor – Standard Rate	HR			
0007D	Alarm Monitor – Standard Rate	HR			
0007E	Alarm Monitor, Supervisor – Standard Rate	HR			
0007F	Security Officer, Unarmed – Overtime Rate	HR			
0007G	Security Officer, Armed – Overtime Rate	HR			
0007H	Security Officer, Supervisor – Overtime Rate	HR			
0007I	Alarm Monitor – Overtime Rate	HR			

CLIN	Description	Unit	Quantity	Unit Price	Price
0007J	Alarm Monitor, Supervisor – Overtime Rate	HR	(b) (4)		
0008	Travel Costs IAW FTR				
Option Period 1: 10/1/2019 - 9/30/2020					
1001	Headquarters Complex Security Posts	MO			
1002	Ross Security Posts	MO			
1003	Park Place Security Posts	MO			
1004	Eugene Starr Complex Security Posts	MO			
1005	Munro Security Posts	MO			
1006	Deployment and Urgent Security Services OR				
1006A	Security Officer, Unarmed – Standard Rate	HR			
1006B	Security Officer, Armed – Standard Rate	HR			
1006C	Security Officer, Supervisor – Standard Rate	HR			
1006D	Alarm Monitor – Standard Rate	HR			
1006E	Security Officer, Unarmed – Overtime Rate	HR			
1006F	Security Officer, Armed – Overtime Rate	HR			
1006G	Security Officer, Supervisor – Overtime Rate	HR			
1006H	Alarm Monitor – Overtime Rate	HR			
1007	Deployment and Urgent Security Services WA				
1007A	Security Officer, Unarmed – Standard Rate	HR			
1007B	Security Officer, Armed – Standard Rate	HR			
1007C	Security Officer, Supervisor – Standard Rate	HR			
1007D	Alarm Monitor – Standard Rate	HR			
1007E	Alarm Monitor, Supervisor – Standard Rate	HR			
1007F	Security Officer, Unarmed – Overtime Rate	HR			
1007G	Security Officer, Armed – Overtime Rate	HR			
1007H	Security Officer, Supervisor – Overtime Rate	HR			
1007I	Alarm Monitor – Overtime Rate	HR			
1007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
1008	Travel Costs IAW FTR				
Option Period 2: 10/1/2020 - 9/30/2021					
2001	Headquarters Complex Security Posts	MO			
2002	Ross Security Posts	MO			
2003	Park Place Security Posts	MO			
2004	Eugene Starr Complex Security Posts	MO			
2005	Munro Security Posts	MO			
2006	Deployment and Urgent Security Services OR				
2006A	Security Officer, Unarmed – Standard Rate	HR			
2006B	Security Officer, Armed – Standard Rate	HR			
2006C	Security Officer, Supervisor – Standard Rate	HR			
2006D	Alarm Monitor – Standard Rate	HR			
2006E	Security Officer, Unarmed – Overtime Rate	HR			
2006F	Security Officer, Armed – Overtime Rate	HR			
2006G	Security Officer, Supervisor – Overtime Rate	HR			
2006H	Alarm Monitor – Overtime Rate	HR			
2007	Deployment and Urgent Security Services WA				
2007A	Security Officer, Unarmed – Standard Rate	HR			
2007B	Security Officer, Armed – Standard Rate	HR			
2007C	Security Officer, Supervisor – Standard Rate	HR			

CLIN	Description	Unit	Quantity	Unit Price	Price
2007D	Alarm Monitor – Standard Rate	HR	(b)	(4)	
2007E	Alarm Monitor, Supervisor – Standard Rate	HR			
2007F	Security Officer, Unarmed – Overtime Rate	HR			
2007G	Security Officer, Armed – Overtime Rate	HR			
2007H	Security Officer, Supervisor – Overtime Rate	HR			
2007I	Alarm Monitor – Overtime Rate	HR			
2007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
2008	Travel Costs IAW FTR				
Option Period 3: 10/1/2021 - 9/30/2022					
3001	Headquarters Complex Security Posts	MO			
3002	Ross Security Posts	MO			
3003	Park Place Security Posts	MO			
3004	Eugene Starr Complex Security Posts	MO			
3005	Munro Security Posts	MO			
3006	Deployment and Urgent Security Services OR				
3006A	Security Officer, Unarmed – Standard Rate	HR			
3006B	Security Officer, Armed – Standard Rate	HR			
3006C	Security Officer, Supervisor – Standard Rate	HR			
3006D	Alarm Monitor – Standard Rate	HR			
3006E	Security Officer, Unarmed – Overtime Rate	HR			
3006F	Security Officer, Armed – Overtime Rate	HR			
3006G	Security Officer, Supervisor – Overtime Rate	HR			
3006H	Alarm Monitor – Overtime Rate	HR			
3007	Deployment and Urgent Security Services WA				
3007A	Security Officer, Unarmed – Standard Rate	HR			
3007B	Security Officer, Armed – Standard Rate	HR			
3007C	Security Officer, Supervisor – Standard Rate	HR			
3007D	Alarm Monitor – Standard Rate	HR			
3007E	Alarm Monitor, Supervisor – Standard Rate	HR			
3007F	Security Officer, Unarmed – Overtime Rate	HR			
3007G	Security Officer, Armed – Overtime Rate	HR			
3007H	Security Officer, Supervisor – Overtime Rate	HR			
3007I	Alarm Monitor – Overtime Rate	HR			
3007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
3008	Travel Costs IAW FTR				
Option Period 4: 10/1/2022 - 9/30/2023					
4001	Headquarters Complex Security Posts	MO			
4002	Ross Security Posts	MO			
4003	Park Place Security Posts	MO			
4004	Eugene Starr Complex Security Posts	MO			
4005	Munro Security Posts	MO			
4006	Deployment and Urgent Security Services OR				
4006A	Security Officer, Unarmed – Standard Rate	HR			
4006B	Security Officer, Armed – Standard Rate	HR			
4006C	Security Officer, Supervisor – Standard Rate	HR			
4006D	Alarm Monitor – Standard Rate	HR			
4006E	Security Officer, Unarmed – Overtime Rate	HR			
4006F	Security Officer, Armed – Overtime Rate	HR			
4006G	Security Officer, Supervisor – Overtime Rate	HR			

CLIN	Description	Unit	Quantity	Unit Price	Price
4006H	Alarm Monitor – Overtime Rate	HR	(b) (4)		
4007	Deployment and Urgent Security Services WA				
4007A	Security Officer, Unarmed – Standard Rate	HR			
4007B	Security Officer, Armed – Standard Rate	HR			
4007C	Security Officer, Supervisor – Standard Rate	HR			
4007D	Alarm Monitor – Standard Rate	HR			
4007E	Alarm Monitor, Supervisor – Standard Rate	HR			
4007F	Security Officer, Unarmed – Overtime Rate	HR			
4007G	Security Officer, Armed – Overtime Rate	HR			
4007H	Security Officer, Supervisor – Overtime Rate	HR			
4007I	Alarm Monitor – Overtime Rate	HR			
4007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
4008	Travel Costs IAW FTR				
Transition Option: 9/1/2018 - 10/31/2018					
5001	Physical Security Transition Services	MO	Base and All Options Total:		

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 491
ATTN: NSTS-MODW Vendor Maintenance
Vancouver, WA 98666-0491

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: Travel Costs in accordance with the Federal Travel Regulations.
 - (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: None.
- (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	email: VendorMaintenance@bpa.gov
PO Box 491	phone: 360-418-2800
ATTN: NSTS-MODW Vendor Maintenance	fax: 360-418-8904
Vancouver, WA 98666-0491	
- (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:

- (k) within a reasonable time after the defect was discovered or should have been discovered; and
- (l) 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.

DISPUTES (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.

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 15-11)
- (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; or
 - (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 –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) 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.
 - (iii) 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.
- (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) 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)
- (d) 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.

UNIT 2 – OTHER CLAUSES

RESTRICTION ON COMMERCIAL ADVERTISING (3-9) (MAR 2018) (BPI 3.5.2)

The Contractor agrees that without the Bonneville Power Administration's (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2) (MAR 2018)(BPI 5.1.4 (B))

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will 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 to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor's own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;
- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

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 advance written notice to the Contractor within 60 calendar days.

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 advance written notice to the Contractor within 60 calendar days; provided that Bonneville gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar 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 5 years and 7 months.

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

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

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

- (a) Definitions. As used in this clause-
 - "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 - "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 - "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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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.

(i) 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.

(j) 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.

(k) 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.

(l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.

(m) 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.

- (n) 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.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) 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.
- (q) 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.
- (r) 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.
- (s) 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.
- (t) 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 by reference into the contract, and are identified as follows:

WD	Revision #	Revision Date	State	County
CBA-2015-7941	1	6/1/2018	Oregon	Statewide
CBA-2015-7942	1	6/1/2018	Washington	Statewide

EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
 - (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
 - (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
 - (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
 - (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph

- (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**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.

“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.

“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.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"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 suspension/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.

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

- (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.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility 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.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

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:
 - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)

- (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program (Bonneville Policy 434-1),
 - (10) Business Use of Bonneville Technology Services (BPAM Chapter 1110),
 - (11) Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12) Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13) Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14) Preservation of property (41 CFR § 102-74.380),
 - (15) Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16) Disturbances (41 CFR § 102-74.390),
 - (17) Gambling Prohibited (41 CFR § 102-74.395),
 - (18) Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19) Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20) Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21) Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

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.

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)

- (a) 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.
- (b) 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.
- (c) 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.

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 (16-8)
(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 \$2,000,000 per occurrence.
- (c) Excess / Umbrella general liability insurance of at least \$5,000,000
- (d) 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.
- (e) 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.

NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2.2(B))

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("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 as contemplated by the terms of this contract. 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 this contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor'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 earliest of any termination of this contract or the Contractor's written request.

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.

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

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.

(b) (6), (b) (4)

UNIT 4 — STATEMENT OF WORK

- A) General Information
 - 1) Introduction
 - 2) Background
 - 3) Place of Performance
 - 4) Government-Furnished Materials and Equipment
 - 5) Contractor-Furnished Materials and Equipment
 - 6) Federal Holidays
 - 7) Acronym Definitions
 - 8) Documentation
- B) Work and Service Requirements
 - 1) General Requirements
 - 2) Security Clearance Requirements
 - 3) Required Documentation Prior to Award
 - 4) Standard Operating Procedures
 - 5) Certifications and Credentials
 - 6) Contractor Furnished Training
 - 7) Contract Employee Requirements
 - 8) Duties of the Contractor
 - 9) Weapons Requirements
 - 10) Company Representatives and Supervision
 - 11) Security Supervisor Procedures And Duties
 - 12) General Security Officer Conduct
 - 13) Deliverables and Performance
 - 14) Shift and Post Requirement
 - 15) Safety Requirements
- C) Security Service for the BPA Headquarters Complex
- D) Security Service for the Ross Complex
- E) Security Service for the BPA Park Place Leased Office Complex
- F) Security Service for the Eugene Starr Complex
- G) Security Service for the Munro Complex
- H) Security Service Deployment to Energized Facilities
- I) Performance Assurance
- J) Performance Evaluation

A) GENERAL INFORMATION

1) INTRODUCTION

- a This Statement of Work is for the acquisition of armed security officer services (protective force) at the Bonneville Power Administration (BPA) Headquarters in Portland, Oregon; Ross Complex, located in Vancouver, Washington; Eugene Starr Complex, located in The Dalles, Oregon; Munro Complex in Mead, Washington; and other BPA facilities or properties as security needs arise.
- b The services provided are commensurate with the duties of a Guard I (limited use of Guard I), Guard II and Alarm Monitor as defined under the Protective Service Occupations category of the Department of Labor (DOL) document titled, "Service Contract Act Directory of Occupations." Therefore, services offered by the Contractor must stipulate use of Guard I and Guard II, and Alarm Monitor personnel exclusively. Any employment of Guard I personnel during the performance of the contract other than that specified in the Statement of Work and allowed by the temporary exception outlined in section 13.b, Certifications and Credentials or authorized by the CO or COR prior to the posting occurring, may be considered grounds for termination for default.
- c This Statement of Work (SOW) is for the sole use of the security services provider (Contractor) and Bonneville Power Administration in order to administer this security services contract. All information, procedures, requirements, instructions and descriptions of duties contained in the SOW shall be protected from unauthorized disclosure, distribution, copying, other duplication, electronic transmission, and any other form of unauthorized use. This SOW shall not be provided in part or in full to any person, company, agency, representative or any other element without the express written consent of the Contracting Officer. This document is identified as Critical Information. Under BPA's Information Protection Guidance, it is not required to be marked; however, controlled distribution and information security protections are required.
- d The execution of this SOW will be under the supervision of the Bonneville Power Administration's (BPA's) Office of Security and Continuity of Operations (OSCO), under the direction of the Chief Security and Continuity Officer (CSCO).

2) BACKGROUND

- a The Bonneville Power Administration (hereinafter referred to as "BPA") is a federal agency, within the U.S. Department of Energy, that markets wholesale electrical power and operates and markets transmission services in the Pacific Northwest. The wholesale electrical power marketed by BPA comes from 31 federal hydro projects in the Columbia River Basin, one nonfederal nuclear plant and several other small nonfederal power plants. BPA's customers include publicly owned and investor-owned utilities, as well as some large industries. BPA also sells or exchanges power with utilities in Canada and the Western United States. Revenue earned by BPA helps it fulfill public responsibilities that include low-cost and reliable power and investments in energy conservation and renewable resources.
- b As a major provider of electrical power throughout the Pacific Northwest, BPA's resources are critical to the agency continuing to meet its mission essential function, providing Federal power to load in a reliable manner. As such, BPA is required to develop and implement security strategies to protect critical infrastructure, key resources, and personnel to ensure the accomplishment of BPA's mission. The intent of these strategies are to prevent the exploitation, incapacitation, or destruction of BPA's infrastructures and resources. Accordingly, BPA's hydro-electric grid is identified as critical to the economic prosperity, national defense, and quality of life of the United States. Therefore, BPA seeks a partnership with a security provider who is equipped and prepared to play a vital role in supporting the protection of BPA's portion of the nation's critical energy infrastructure.

3) PLACE OF PERFORMANCE

- a The Contractor shall provide security officer services at the BPA's facilities at the following locations:
- b BPA Headquarters building, located at 905 NE 11th Avenue, Portland, OR 97232
- c BPA Ross Complex, located at 5411 NE Highway 99, Vancouver, Washington 98663

- d Eugene Starr Complex, located in The Dalles, Oregon
- e Munro Complex, located in Mead, Washington
- f Other locations within the BPA Regional Service Area as deemed necessary by BPA

4) GOVERNMENT-FURNISHED MATERIALS AND EQUIPMENT

- a BPA will provide facilities, workstations, computers, printers, and other associated equipment for security officer and security supervisor use.
- b BPA will provide maps, floor plans and information to build security operating procedures to the Contractor as needed for distribution to appropriate posts and personnel. The Contractor must maintain these materials in the post books. The Contractor must protect this information in accordance with BPA Information Protection Program standards.
- c BPA will provide a copy of the Emergency Procedures and any call-out rosters, which the Contractor shall maintain at each site. These documents shall be protected in accordance with BPA Information Protection Program standards.

5) CONTRACTOR-FURNISHED MATERIALS AND EQUIPMENT

- a The Contractor shall furnish all training, quality control, personnel, uniforms, equipment, materials, and supervision to maintain physical security for BPA Headquarters, Ross Complex, Eugene Starr Complex, Munro Complex, employees, and visitors.
- b The Contractor shall provide the following items of operational equipment:
 - (i) One hand-held portable public address system with batteries at HQ, Ross, Eugene Starr and Munro locations
 - (ii) One hand-held, battery-operated spotlight with batteries at each complex, HQ, Ross, Eugene Starr and Munro
 - (iii) Sufficient communications equipment, to maintain contact with security officers and BPA Local Facilities personnel.
 - (iv) One (1) 800 MHz capable hand held radio on each security post. Additionally, base stations compatible with regional emergency services communications systems shall be provided for Headquarters Post 1, the HQ Security Supervisor's Office, Ross Dittmer AMS, and Munro AMS.
- c The Contractor shall furnish Vehicles to meet SOW requirements. Information on vehicles being considered must be submitted to and approved by the BPA OSCO COR prior to use in performance of this contract. Consideration for the selection of patrol vehicles shall include area inclement weather conditions, operating terrain, fuel economy, vehicle purpose, etc. Vehicles designated for deployment purposes must take into account that BPA deployment locations include remote locations accessed via fire roads, and Right of Way access roads that require ability to operate off hardened road surfaces. Any exceptions, changes, or modifications to vehicle requirements during the contract must be approved in advance by the COR and/or CO. Refer to Federal Standard 307 for further guidance
 - (i) BPA Headquarters.
 - (a) No vehicles are required
 - (ii) Ross Complex
 - (a) Three Vehicles, Two for patrol and one for supervision.
 - (b) All are to be AWD or 4x4
 - (c) Est. Mileage for patrol vehicles 22,000 each, per year
 - (d) Est. Mileage for supervisor vehicle: 35,000 Per year.
 - (iii) Park Place office complex
 - (a) One vehicle for patrol duties.

- (b) Est. Mileage: 7,000 miles per year
- (iv) Eugene Starr Complex
 - (a) One vehicle for patrol use
 - (b) AWD or 4-wheel drive, compact, extended cab pickup truck or SUV.
 - (c) Est. Mileage: 30,000 Per year
- (v) Munro Complex
 - (a) One vehicle for patrol use.
 - (b) AWD or 4-wheel drive, compact, extended cab pickup truck or SUV
 - (c) Est. Mileage: 30,000 Per year
- (vi) Spare Deployment Vehicles
 - (a) Two spare vehicles shall be available at all times for emergency deployments to various BPA facilities or higher threat conditions. One of the spare vehicle may be located at the Eugene Starr Complex.
 - (b) AWD or 4-wheel drive, compact, extended cab pickup truck or SUV.
 - (c) Est. Mileage 6,000 per year.
- (vii) Vehicle equipment
 - (a) The color of the patrol vehicles shall be consistent with security or law enforcement-type vehicles. Doors on each side of the vehicles shall be marked "BPA Security". In addition to other items deemed necessary by the Contractor, the Contractor must equip vehicles as follows:
 - (b) Light bar with flashing amber lights
 - (c) Spot light (mounted, remotely operated or hand-held portable)
 - (d) Spare tire and tools
 - (e) Traction devices or tires
 - (f) First Aid kit with protective gloves and medical waste receptacle
 - (g) Emergency Road Kit using LED or reflective emergency markers
 - (h) Vehicle mounted radio compatible with regional emergency services communications systems
 - (i) A,B,C Fire extinguisher
- d Uniform and Equipment
 - (i) Uniforms shall be of professional appearance, color-coordinated police/security style uniforms that are standard issue by the Contractor and worn by all security officers and security supervisors. The uniforms for security officers and security supervisors assigned to the Eugene Starr Complex may be a tactical uniform (e.g. – 5.11 Tactical Series or similar) in the color of Khaki. Officers required to have a Non Electrical Worker Access Permit to energized areas must be provided uniforms meeting NFPA requirements for Arc Flash and Energized yard environments as listed in the BPA Accident Prevention Manual and Rules of Conduct Handbook.
 - (ii) The following items of clothing and equipment shall be issued to and placed in the care and custody of each employee. Adjustments or changes to these requirements must be approved in advance by the COR.
 - (iii) Rain and cold weather gear as required with high visibility security identification located on the front and back.

- (iv) A name tag that is professional in appearance with the first initial and last name of the officer to be worn in a consistent location on the uniform.
 - (v) Duty belt with minimum level 3 retention holster, similar to what Law Enforcement agencies currently use, requiring two separate actions to release retentions and draw the weapon. ex: an SSL sleeve or thumb break combined with a rocking motion, magazine pouch, handcuff pouch, and other equipment approved in advance by the COR.
 - (vi) Black security or police style duty boots or shoes. Tan security or police style duty boots may be issued for use with Eugene Starr uniforms if khaki color uniforms are selected.
 - (vii) Officers holding an energized access permit must be provided appropriate foot gear as listed in the BPA Accident Prevention Manual Section A-2 which is as follows: Lace-up, over the ankle leather boots with rigid sole and heel meeting ASTM F 2413-11 with an EH Rating or ASTM F 2413-05, Class 75 with EH rating
 - (viii) Professional Looking full finger black gloves lined with cut resistant material that meets 29 CFR part 1910 subpart I App B and ANSI / ISEA 105-2016 such as Law Enforcement agencies would provide to LE Officers for cut protection.
 - (ix) Whistle
 - (x) Security Officer badge meeting requirements of state laws where performing duty to be worn on the most exterior article of clothing(i.e. uniform shirt, uniform jacket, rain gear or cold weather clothing)
 - (xi) Gender specific ballistic body armor meeting U.S. Department of Justice National Institute of Justice Standard 0101.06, Classification Type II-A. and meeting OSHA Standard 1910.132
 - (xii) Sufficient numbers of uniform pants, short sleeve shirts, and long sleeve shirts for each officer to maintain uniform cleanliness and professional appearance.
 - (xiii) Security/law enforcement style all weather jacket, with high visibility security identification on front and back affording access to their issued duty weapon.
 - (xiv) Aerosol Defensive spray and carrying pouch of the type and potency that local LE and/or local security companies carry.
- e At a minimum, the following items of equipment shall be provided to employees for each shift. Additional items deemed necessary by the Contractor must be approved by the COR:
- (i) Handcuffs and handcuff key
 - (ii) Aerosol Defensive Spray
 - (iii) Flashlight similar to the type Law Enforcement use, capable of being operated with one hand (push button on/off) while using a duty weapon in a high stress environment
 - (iv) Semiautomatic Handgun with similar characteristics and performance as Law Enforcement agencies use no less than 9mm
 - (v) Ammunition meeting Law Enforcement performance characteristics, no less than 9mm in caliber
 - (vi) two magazines, and one round for the chamber. Magazine capacity shall be the maximum allowed by law
 - (vii) Handheld Radios compatible with regional emergency services communications systems
 - (viii) The Contractor shall provide a secure, lockable cabinet sufficient for the secure storage of weapons at each arming/disarming point. Information pertaining to the proposed weapons storage cabinet shall be submitted to the COR for approval upon award of the contract
 - (ix) The Contractor shall provide an approved bullet containment device for issuance of duty weapons at each arming point. Bullet containment devices must be placed in position so the muzzle of any weapon to be cleared is angled down and towards the floor

- (x) All Contractor-provided equipment shall be appropriately marked and identified as belonging to the Contractor

6) FEDERAL HOLIDAYS

- a Federal Holidays occurring on Saturdays are observed on the Friday prior, and Federal Holidays occurring on Sundays are observed on the Monday following, 5 U.S.C. 6103 and Office of Personnel Management guidance
- b BPA observes the following Federal Holidays:
 - (i) New Year's Day, January 1st
 - (ii) Martin Luther King Day, 3rd Monday in January
 - (iii) Washington's Birthday, 3rd Monday in February
 - (iv) Memorial Day, Last Monday in May
 - (v) Independence Day, July 4th
 - (vi) Labor Day, 1st Monday in September
 - (vii) Columbus Day, 2nd Monday in October
 - (viii) Veterans' Day, November 11th
 - (ix) Thanksgiving Day, 4th Thursday in November
 - (x) Christmas Day, December 25th

7) ACRONYM DEFINITIONS AND INFORMATIONAL LINKS

- a Acronyms:
 - (i) BMS Room: Building Management System Room. BMS rooms at BPA house critical facilities operations equipment
 - (ii) HSPD: Homeland Security Presidential Directive
 - (iii) JTS Room: Joint Tenant Space. Data services and equipment rooms on each floor of BPA HQ, shared by GSA
 - (iv) PACS: Physical Access Control Systems
 - (v) WSO: Weapons Safety Officer. A security officer or security supervisor who is knowledgeable, trained, and designated to oversee weapons issue and arming/disarming of personnel for shift change purposes

8) DOCUMENTATION

- a Codified Federal Regulations (CFRs) www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl
<http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=41:3.1.1.3.22#41:3.1.1.3.22.3.326.3>
- b DOE Order 470.4b, Appendix B, Section 1, "Facility Clearances and Registration of Safeguards and Security Activities," and Section 2 "Foreign Ownership, Control or Influence Programs (FOCI)." <https://www.directives.doe.gov/directives-documents/400-series/0470.4-BOrder-b-admchg1>
- c Executive Order 12829
<http://www.archives.gov/isoo/policy-documents/eo-12829.html>
- d HSPD-7
<http://www.dhs.gov/homeland-security-presidential-directive-7>
- e HSPD-12
<http://www.dhs.gov/homeland-security-presidential-directive-12>
- f NERC CIP Standard 006

- <http://www.nerc.com/standard006>
- g Oregon Department of Safety, Standards, and Training (Oregon DPSST)
<http://www.oregon.gov/DPSST/PS/pages/index.aspx>
- h Oregon Revised Statutes
<http://www.leg.state.or.us/ors/>
- i Privacy Act 1974
<http://www.justice.gov/opcl/privstat.htm>
- j Revised Code of Washington (RCW)
<http://apps.leg.wa.gov/rcw/>
- k SF 328
http://hss.doe.gov/HQSecOp/foreign_ownership/FOCI_SF328_INSTRUCTIONS.pdf
<http://www.gsa.gov/portal/forms/download/116246>
- l U.S. Department of Justice National Institute 0101.06
- m NIJ Standard-0101.06 for Ballistic-Resistance of Body Armor and NIJ Standard-0115.00 for Stab-Resistance of Body Armor
- n Washington State Criminal Justice Training commission (WSCJTC)
<https://fortress.wa.gov/cjtc/www/>
- o Washington State Department of Licensing
<http://www.dol.wa.gov/business/securityguards/sggetarmed.html>
- p 18 USC 793
<http://codes.lp.findlaw.com/uscode/18/l/37/793>
- q 18 USC 794
<http://codes.lp.findlaw.com/uscode/18/l/37/794>

K) WORK AND SERVICE REQUIREMENTS

1) GENERAL REQUIREMENTS

- a The overall purpose of this contract is to provide an estimated aggregate of approximately 97,688 annual hours of security officer services and approximately 15,776 annual hours of supervisory services for the BPA Headquarters, Ross Complex, Eugene Starr Complex, Munro Complex and other BPA facilities as addressed in this SOW. Additional security services may be requested by BPA for special events, increased security conditions, emergency services, etc. BPA projects requiring approximately 1,000 hours annually for additional security services on an as-needed basis for unforeseen situations.
- b Security services include but are not limited to the following:
 - (i) Armed guard services.
 - (ii) Protection of employees, facilities and property.
 - (iii) Access control, to include screening of visitors, vehicles, packages.
 - (iv) Issuance of visitor badges and enforcement of BPA's ID badge policies.
 - (v) Alarm Monitoring Station - operation and monitoring of security alarm systems and CCTV systems across geographically dispersed locations.
 - (vi) Operation and monitoring of automated access controls.
 - (vii) Observation and monitoring of building and fire warning systems and HVAC system warning panels and controls.

- (viii) Response by Security Officers to Security Incidents occurring on BPA owned property.
 - (ix) Vehicle patrols of BPA Property and leased space, and interior and exterior foot patrols at designated locations.
 - (x) Application of compliance-based security requirements, to include maintenance of records associated with compliance requirements.
 - (xi) Application of GSA building regulations.
 - (xii) Interface with Federal Protective Service (FPS) and other law enforcement or emergency responders.
- c BPA Headquarters
- (i) The BPA Headquarters is a General Services Administration (GSA), seven-story office structure with three levels of underground parking. The BPA Headquarters building (905 building) and the adjacent 911 federal building comprise the Portland, OR Eastside Federal Complex. The 905 building contains administrative offices for approximately 1,500 federal employees and contractors and is located at 905 NE 11th Avenue, Portland, Oregon
 - (ii) BPA partners with the Federal Protective Service (FPS) on security strategies for the Eastside Federal Complex. The FPS is responsible for the protection and security of federal GSA owned property and leased property. In general, FPS operations focus on security and law enforcement activities reducing vulnerability to criminal and terrorist threats. FPS protection and security operations include all-hazards based risk assessments; emplacement of criminal and terrorist countermeasures; law enforcement response; assistance to federal agencies through Facility Security Committees; and emergency and safety education programs
 - (iii) FPS contracts security guard services for federal building access control, employee and visitor identification checks, security equipment monitoring, and roving patrols of the interior and exterior of federal property. Through memorandum of agreement, BPA's Office of Security and Continuity of Operations manages and contracts security services for the BPA HQ and works in cooperation with FPS to ensure security for the BPA HQ and Eastside Federal Complex meets both Department of Energy and GSA/DHS building security requirements
- d BPA Ross Complex
- (i) The BPA Ross Complex is located at 5411 NE Highway 99 in Vancouver, Washington. The Ross Complex is situated on a 250 acre industrial complex consisting of 55 individual buildings with approximately 1,100 employees and Contractors assigned. Functions associated with buildings on the Ross Complex include high voltage electrical power distribution, administrative offices, electrical control and dispatching center, auditorium, laboratories, oil pumps, shipping and receiving, storage, scales, gas station, welding and cutting shop, microwave radio transmission equipment, hazardous waste storage, transformer repair, computers, flammables and herbicide storage, and solar power
- e Eugene Starr Complex
- (i) The Eugene Starr Complex, located near The Dalles, Oregon, consists of high voltage substations, equipment maintenance shops and other related support facilities on an 850 acre parcel of land approximately one mile south of The Dalles, Oregon
- f BPA Park Place Leased Space
- (i) The BPA Park Place office complex consists of one or more office buildings leased by BPA and other tenants in Vancouver, Washington. Office space leased by BPA at the Park Place office complex changes as office space needs change within the agency
- g Munro Complex

- (i) located in Mead, WA and consists of the Munro Dispatch Center, Munro Scheduling Center, Bell Electrical Substation, Spokane District Maintenance Headquarters and various office spaces located on 66 acres.
- h BPA's security force is comprised of numerous posts including stationary access control, vehicle inspection, visitor processing, alarm monitoring, and foot and vehicle patrols. The number, hours, and specific duties of these posts and positions are described in sections related to the posting requirements for each site.
- i BPA reserves the right to assess security post needs and requirements as the security environment, contingency operations, and security requirements change for the agency. In doing so, BPA may elect to add, eliminate, or modify security posts, post duties, or post hours by bilateral contract modification

2) SECURITY CLEARANCE REQUIREMENTS

- a At a minimum, at least one security supervisor on duty per shift at HQ during core hours (0600-1800) and one security supervisor at the Ross Complex during all shifts shall have a DOE L (SECRET) security clearance or the L clearance in progress following the award of the contract. The Contractor will submit a list of security supervisors that will be submitted for clearance requirements through BPA Personnel Security within 30 calendar days of contract award. BPA will coordinate with the Contractor to submit security supervisor names to obtain DOE L clearances for a sufficient number of security supervisors to meet the above expected BPA need. The Contractor must notify BPA immediately upon discovery of circumstances impacting the security clearance held by a contractor's employee assigned to the BPA Security Services Contract.
- b Prior to being issued a Department of Energy (DOE) identification badge, employees of the Contractor must accomplish the appropriate Personal Identity Verification (PIV) documentation required under HSPD-12. The PIV process will occur through the Personnel Security organization within BPA's Office of Security and Continuity of Operations (OSCO), who will supply the Contractor the necessary information and forms for this process. Employees of the Contractor must use the issued DOE ID badge for entry into BPA facilities. Proximity cards may also be programmed and issued to security officers for access to other electronically controlled areas.
- c Documentation of security practices and procedures (pertaining to personnel clearances and the training and reporting they are required to do if they hold a facility clearance and manage cleared personnel)

3) DOCUMENTATION REQUIRED PRIOR TO AWARD

- a Prior to award of this contract, the Contractor shall furnish to the Contracting Officer:
 - (i) A Certificate of Authority from the Corporate Division of the Oregon State Department of Commerce
 - (ii) A Certificate of Authority from the Washington State Department of Commerce
 - (iii) A Certificate of Good Standing from the state in which the firm is incorporated.
 - (iv) A facility security clearance from HQ, U.S. Department of Energy pursuant to Executive Order 12829 or equivalent DOD FCL determination.
 - (v) The Contracting Officer (CO), or designee (COR), will review the credentials of applicants proposed by the Contractor and reject any employee that, in the opinion of the Government, is not suitable for this contract. Under these circumstances, an appeals process will be provided to the Contractor.

4) STANDARD OPERATING PROCEDURES

- a The Contractor shall review, update and provide to the COR, updated Standard Operating Procedures (SOP's) by December 1, 2018 for the Contractor's operational and administrative use. BPA will provide information pertaining to procedures and policy in order to assist the Contractor with SOP development.
- b Contents of SOP
 - (i) The following are examples of SOP content. Specific sections required by BPA will be identified by OSCO, and proposed by the Contract Manager for BPA consideration:
 - (a) Uniforms and standards of appearance.
 - (b) Weapons and equipment issue, safety procedures, and accountability.
 - (c) Functions and duties of the security officers.
 - (d) Security officer authority.
 - (e) Apprehension policies and procedures.
 - (f) Response to bomb threats or suspected IED.
 - (g) Response to intrusion alarms.
 - (h) Response to unauthorized individuals.
 - (i) Response to discovery of prohibited items.
 - (j) Response to fire alarms and building evacuations.
 - (k) Customer Service and Diversity Awareness Training.
 - (l) Access control procedures, including visitors.
 - (m) Response to robberies and other violent crimes.
 - (n) Providing motorist assistance.
 - (o) Providing escort services to employees.
 - (p) Radio communications procedures.
 - (q) Use of force.
 - (r) Report writing.
 - (s) Lost and found property.
 - (t) Building/Gate Security Checks.
 - (u) CCTV monitoring procedures.
 - (v) Alarm monitoring/response procedures.
 - (w) HQ parking procedures.
 - (x) Current issued Post Orders, Access Restrictions (Security Alerts and Access Status Notifications), Operations Bulletins, Special Notices, etc.
 - (y) Vehicle inspection techniques and practices for detecting bombs or other dangerous materials.
 - (z) Personnel screening (use of x-ray, hand wands, etc.).
 - (ii) SOP Distribution
 - (a) The Contractor shall maintain current copies of applicable SOP's in hard copy at each stationary post and electronic copies in a central electronic file location available to all officers.
 - (iii) SOP Training and Familiarization

- (a) Prior to assignment to any post for duty either for shift or relief, the Contractor shall provide each new employee training sufficient to ensure a general familiarization of all BPA Posts and SOP's. The Contractor shall provide post specific training sufficient to ensure officers are thoroughly trained, and knowledgeable of the post SOP's and duties associated with the post. Officers assigned to a post must be familiar with the duties of other posts having operational interdependencies. Training shall be documented in electronic and/or hardcopy format in individual Officer Training Records
 - (iv) SOP Review Requirements
 - (a) Unless otherwise directed by OSCO, the Contractor shall conduct quarterly reviews of officer knowledge and understanding of the SOP's for the post or posts which the officer is assigned. The reviews may be oral interviews, written exams, practical demonstration, or any combination of all three. The Contractor shall maintain records documenting reviews.
 - (b) Results of quarterly evaluations shall be provided to the COR through the use of a Limited Scope Performance Testing Database. These results may also be used to determine future training requirements.
 - (v) SOP Updates
 - (a) The Contractor shall conduct and document annual reviews of SOP's. The Contractor shall provide the COR with updates and changes to SOP's as they occur and must incorporate change recommendations or requirements directed by OSCO.
- 5) CERTIFICATIONS AND CREDENTIALS
- a Armed Security Officer Certifications and Credentials
 - (i) BPA's security program uses armed security officers. The Contractor shall fully comply with the Revised Code of Washington, Washington State Criminal Justice Training Commission regulations, and the Washington Administrative Codes regarding the licensing of Private Security companies and security officers. Additionally, the Contractor shall fully comply with Oregon Revised Statutes, Oregon Department of Public Safety Standards and Training and Oregon Administrative Rules. Each armed security officer assigned to Washington facilities shall be licensed as a Washington Armed Private Security Guard. Each armed security officer assigned to Oregon facilities shall be licensed as an Oregon Armed Private Security Officer. Authorized Guard 1 (unarmed officers) shall be licensed as unarmed security officers in the state that the officer is assigned. All officers shall be licensed in compliance with state law. Security officers may be dual-certified in order to support BPA deployments within BPA's service area. Security supervisors and security officers shall carry their state issued Security Officer licenses with them at all times while on duty. The Contractor shall assess DOE Protective Force requirements for feasibility of implementation when conducting self-assessments as identified in section 42 of this SOW.
 - b Allowed Exceptions to Armed Security Officer Certifications and Credentials:
 - (i) Exceptions to BPA's contract requirement to use armed security officers involves temporarily allowing licensed unarmed security officers to occupy designated posts while the administrative process for armed security officer licensing is completed. Under these exceptions, the Contractor may use unarmed security officers only as specifically authorized and approved in advance by the COR or designated representative from BPA's OSCO. BPA expects officers employed using this exception will have completed all requirements for armed security officer licensing including successful completion of armed security officer training classes and qualification course of fire conducted and certified in compliance with state requirements prior to assignment to these posts. Officers must complete the appropriate training and demonstrate the knowledge, skills, and abilities to effectively conduct operations for the assigned post prior to post assignment. The following posts upon notification and approval of the COR may be posted under this exception with state licensed unarmed security officers for a period of no more than 45 calendar days unless otherwise approved by the CO/COR:
 - (a) HQ Post 6

- (b) HQ Post 9
 - (c) Ross Post 1 day shift (Dittmer building West Entrance)
 - (d) Ross Post 2 day shift (Ross Complex Construction Services Building)
 - (e) Eugene Starr Complex Post 1, day shift only
 - (f) Munro Post 1, Munro Alarm Monitoring Station (AMS)
 - (g) Munro Post 2, Supervisor/Patrol (Day shift only) Supervisor will be posted on Munro Post 1 when an unarmed officer must be posted on Munro Post 2.
- c Transition (60 Calendar Days)
- (i) Within 15 calendar days following contract award, the Contractor must develop a transition plan ensuring necessary staff, certifications, training, and continuity are maintained in accordance with this SOW in order to maintain effective security operations. The Contractor must submit the transition plan to the COR for review and approval no later than 20 calendar days following contract award. At a minimum the plan shall address:
 - (ii) Staffing Levels
 - (iii) Process for transitioning predecessor employees
 - (iv) Recruitment of new employees
 - (v) Strategy for providing post coverage during breaks and meal periods
 - (vi) Strategy for transition of uniforms
 - (vii) Supervisory plan implementation
 - (viii) Roles of management and administrative personnel
 - (ix) Communication methods and protocols
 - (x) Inventory and equipment including weapons and ammunition
 - (xi) Daily transition event calendar
 - (xii) The Selected Contractor shall provide weekly transition status reports during the transition period to address the following items:
 - (xiii) Staffing
 - (xiv) Permits, Licenses, and Registrations
 - (xv) Personnel clearances
 - (xvi) Transition events/milestones
 - (xvii) Equipment and uniform purchases
 - (xviii) Emergency Radio Network agreement with regional emergency services communications agencies
 - (xix) Transition Expectations at End of Contract
 - (a) At the beginning of the transition period to a follow-on contract, the Contractor shall provide personnel records, including but not limited to, training, medical, suitability and security records to the successor Contractor within 10 calendar days.
- 6) CONTRACTOR FURNISHED TRAINING
- a The Contractor shall develop a Job Task Analysis (JTA) and identify general training needs as well as post-specific training needs in addition to State required Security Officer licensing requirements. JTA's and post certification processes shall be part of annual training which include processes specific to BPA Contract posts and shall be fully implemented within 90 calendar days of the award of

the contract. JTA information shall be used to develop annual post specific certification (Quality Control) and an Annual Training Plan, which the Contractor shall provide to the COR by October 1 of each year. The Contractor shall provide pre-employment training meeting all requirements listed under "Armed Certifications and Credentials" and "Pre-Employment Training" prior to assigning any officer a post. Post-Employment training is defined as State required annual Armed Security Officer certification training, proficiency training and annual post specific certification training conducted after initial employment. Post-employment training shall be conducted in accordance with section 16) of the SOW.

- b Pre-employment and post-employment training shall be conducted and certified/documented at no additional cost to BPA. Training hours may be organized in any manner determined to be most efficient for the Contractor other than the training hour organization specifically mentioned in this Statement of Work for weapons or use of force. Training hours required for Weapons or use of force training shall not be shifted between officers.
- c Pre-Employment Training
 - (i) Certification of completion of pre-employment training and licensing requirements for new hire employees shall be furnished to the COR prior to the start of employee performance. This notification may be in the form of an official letter, memorandum, or e-mail to the COR. All officers must complete the following training prior to assignment on post:
 - (a) Oregon and/or Washington State licensing requirements, including successful completion of firearms qualification course(s) of fire meeting requirements of state in which licensed shall be conducted and certified by the Contractor prior to using post-employment and other training allotments.
 - (ii) Orientation training and task performance demonstration certification regarding proper use and techniques for handcuff application as well as proper use and techniques for Aerosol Self Defense spray application at the full range of use of force levels. This training shall be performed by an instructor with credentials accepted by the state in which the officers will be certified, for less-than-lethal/use of force, or through other certification means approved by the COR (e.g. – master use of force instructor certification, etc.). At the option of the Contractor, orientation training for handcuffs and/or Aerosol Self Defense spray may be waived if a new-hire security officer can provide documentation of training for handcuffs and/or Aerosol Self Defense spray occurring within 6 months prior to hire related to a previously held security, military, or law enforcement position. Such documentation shall become a part of the security officer's training record for pre-employment training.
 - (iii) 16 hours of training directed towards use of locally used X-Ray equipment for officers assigned to a post which includes use of an X-Ray machine unless they can show documentation of training on a similar model X-Ray system in the previous 6 months and familiarization training on the X-Ray system utilized at BPA. Officers assigned to positions requiring use of hand held / walk through magnetometers must complete 8 hours of initial training.
 - (iv) Red Cross or equivalent certification for First Aid and CPR, to include use of automated external defibrillator (AED).
 - (v) Prior to assigning a newly hired officer as the primary security officers at any post, newly hired officers shall complete sufficient training including familiarization of all site BPA Posts and SOP's prior to post assignment. The Contractor shall provide post specific training and certification to officers. Officers must complete training and demonstrate sufficient knowledge and understanding of applicable SOP's, and demonstrate capability of performing all duties associated with the post. Newly hired officer security post certification shall be completed within 30 calendar days of initial post assignment. Security officers must demonstrate familiarity, knowledge and understanding of the duties of other posts having operational interdependencies.
- d Post-Employment Training and other Training Allotments
- e Post-Employment License and Certification Refresher

- (i) The Contractor shall provide refresher training to officers. Officers must maintain certification and qualification under requirements stated in section 16) of the SOW.
 - (ii) American Red Cross or equivalent CPR, First Aid and AED training shall be conducted to maintain certifications meeting training frequency requirements by the credentialing organization.
 - (iii) 8 hours of annual refresher training on locally used X-Ray equipment for each officer posted to use the machine and 8 hours annual refresher training on hand held / walkthrough magnetometers.
 - (iv) Annual security post certifications for security officers shall be accomplished through a process developed by the Contractor and approved in advance by the COR. Officers must maintain certification and demonstrate knowledge, skills, and abilities to adequately perform in the posts assigned. Initial security post certifications shall be required for currently employed security officers assigned to perform duties at a new security post.
- f Firearms Training (16 hours)
- (i) The Contractor must provide and maintain training outlined in order to develop and maintain the firearms skills of officers. This 16-hour block of training shall not include pre-employment or remedial training for officers who fail to qualify per state requirements. For remedial training see "Remedial Firearms Training". To the extent possible, the Contractor shall incorporate applicable elements of established Department of Energy training for firearms.
 - (ii) Frequency of Training
 - (a) Firearms training shall be conducted quarterly in four (4) hour blocks and documented on the contractor training plan provided to the COR. The Contractor may combine two quarters of firearms training, to be conducted in a single quarter to provide skills development for current licensed and qualified officers. To the greatest extent possible, firearms training must be conducted in regular intervals throughout the year in order to limit the degradation of firearms skills of Contractor personnel from year to year.
 - (iii) Live Fire Range Training
 - (a) A comprehensive firearms safety briefing shall be provided to all officers prior to commencement of firearms training. All officers shall be required to meet the following minimum firearms proficiency qualifications and training requirements:
 - (b) Using the state or other course of fire approved in advance by the COR, qualify one additional time, approximately 6 months after state required licensing is completed. This can be in conjunction with quarterly live fire training. All qualifications and attempts must be documented and pass or fail and scores must be retained in an officer's permanent record made available to the COR upon request.
 - (c) All officers shall attend not less than four hours of live fire range training approximately quarterly (except as noted for combining two 4 hour blocks). One 4 hour block of training shall be in the form of Confrontation Simulation (ConSim) training, or other forms of training approved by the COR.
 - (d) The Contractor may combine up to two (2) quarterly training blocks for a total of 8 hours of training to be conducted within one quarter for officers who may need a more focused, longer block of training (see "Frequency of Training"). This allowance may be used one time per officer per year for officers needing such training. Upon request, the Contractor shall provide documentation to the COR of all officers who receive quarterly combined training.
 - (e) Training hours may not be transferred from one officer to another.
 - (f) Each quarterly block of firearms training shall have clearly defined goals and objectives. Each officer must demonstrate satisfactory understanding and ability to perform the objectives of the training. The Contractor shall maintain a record documenting the goals and objectives of each quarterly training session and provide these to the COR upon request. The COR shall

be notified of the results of all officers failing to demonstrate satisfactory skill levels with the elements of the provided training via email. During quarterly training periods the focus of training may be on one or more of the below listed elements or additional elements proposed by the Contractor and approved in advance by the COR.

- (g) Use of cover
- (h) Moving with a firearm
- (i) Shooting on the move
- (j) Low light shooting principles
- (k) Decision scenarios/confrontation-simulation
- (l) Remedial Firearms Training
- (m) Failing State Licensing Qualification Course of Fire
 - (i) If at any time an officer fails the required state licensing qualification course of fire, either for license renewal or in conjunction with the six month requirement noted in "Live Fire Range Training", BPA will consider the officer as not in compliance with the provision listed in the Statement of Work "Armed Certification and Credentials." The Contractor shall notify the COR as soon as practical when any officer fails a qualification course of fire. The Contractor shall have a period of 45 calendar days to conduct needed remedial training in order to bring the officer into compliance with this Statement of Work without additional cost to the Bonneville Power Administration. If the officer is not brought into compliance within the 45-day grace period, the officer will no longer be eligible for contract performance. The COR may extend the grace period if determined it is in the best interest of BPA.
- (n) Failing to Meet Quarterly Firearms Training Objectives
 - (i) Officers who fail to meet quarterly training objectives shall receive remedial training in order to meet those objectives.
- (o) Unsafe Firearms Handling
 - (i) Unsafe firearms handling, negligent discharge of weapon, or any other unsafe acts in conjunction with the handling, training or use of firearms shall be reported to the COR or other OSCO personnel within 1 hour or as soon as circumstances allow. Incidents, such as an accidental discharge, shall have a thorough inquiry accomplished by the Contract Manager in coordination with OSCO and the BPA Safety Office. A report of the inquiry, to include root cause, remedial actions, and any necessary remedial training shall be provided to the COR detailing corrective actions to be taken by the Contractor.
- (p) Defensive Tactics Training (8 Hours)
 - (i) Frequency and Scope of Training
 1. All officers shall attend 8 hours of defensive tactics training on an annual basis. The training shall consist of the following elements unless otherwise approved in advance by the COR.
 2. Handcuffing.
 3. Aerosol Self Defense spray refresher
 4. Take down and apprehension techniques to include Use of Force continuum scenarios.
 5. Verbal Crisis Intervention (verbal commands for taking suspects into custody).
 6. Weapons retention.
 7. Officer safety and survival.

- (q) Other periodic training may include, but is not limited to the following:
 - (i) Vehicle inspection techniques, DOE or equivalent.
 - (ii) OSCO subject briefings as needed.
 - (iii) Re-familiarization with applicable emergency and alarm response procedures.
 - (iv) Report writing.
 - (v) Post documentation familiarization.
 - (vi) NERC CIP requirements and/or procedures.
 - (r) Other Security Officer procedures.
 - (i) Individual training classes conducted by the Contractor shall include the development of a training plan. Class training plans shall be maintained by the Contractor and made available to the COR upon request. Upon award of the contract, the class training plan format template shall be provided to the COR for approval. A class training plan shall include the following information (or other information approved by the COR):
 - (ii) Training purpose, scope, and objective.
 - (iii) Training methodology.
 - (iv) Training resource needs, to include identified instructors.
 - (v) Training schedule.
 - (vi) Training curriculum.
 - (vii) Training evaluation criteria.
 - (viii) After actions report (AAR) upon completion of training. The AAR shall be used to evaluate the success of the training and identify follow-up actions needed.
- g On the Job Training/ Career Development
- (i) On The Job Training (OJT)
 - (a) The Contractor shall furnish annual OJT to officers. Officers must demonstrate sufficient understanding, knowledge and capability to perform post duties. This training must address specific needs for conducting various day to day activities associated with post duties. OJT must be relevant to successful accomplishment of the BPA security mission. OJT must be conducted at no additional cost to BPA. BPA may request some types of OJT performed in addition to scheduled duty hours which may be considered "additional security services." BPA shall determine which types of OJT are "additional security services". The Contractor must maintain a record and roster of officers completing OJT. The Contractor must provide a certification statement of OJT annually to the COR. OJT shall include a review of the Contractor's firearms safety training program, DOE Vehicle Inspection Procedures, and may include, but is not limited to, the following:
 - (b) Post documentation review.
 - (c) Additional vehicle inspection techniques.
 - (d) X-ray and magnetometer techniques.
 - (e) Information bulletins, instructions, post operations, Operations Bulletins, etc.
 - (f) Safety information.
 - (g) Supervisory/Management one-on-one training.
 - (h) Security Officer procedures/ post procedures.
 - (i) Emergency procedures.

- (j) Hazardous materials.
- h Contractor Required Training and Briefings
 - (i) The Contractor may require individual employees to attend briefings, meetings, training or seminars relating to the specific conditions of employment under which officers are employed with the Contractor. These may include information pertaining to employee performance appraisals, employee benefits, Contractor policy, compensation policy, and other issues arising from time to time. To the extent practical these may be accomplished while the employee is posted on duty. However, the Contractor will exercise due diligence with respect to contractual position requirements to ensure all posts are filled with a security officer at all times.

7) CONTRACT EMPLOYEE REQUIREMENTS

- a Officers must meet or exceed the following minimum criteria prior to post assignment:
 - (i) Must be U.S. citizens.
 - (ii) Must be at least 21 years of age to meet Oregon and/or Washington State Security Officer licensing requirements.
 - (iii) Must possess a high school education or equivalency certificate.
 - (iv) Shall be physically able to perform all assigned armed security officer duties, functions, and activities. Employees performing in security officer positions shall have the ability to do the following: stand on post for long periods of time (e.g. - an 12-hour shift with applicable breaks required by law); able to work outdoors during inclement weather or other conditions; able to walk uneven terrain during foot patrols; be able to legally and safely operate a motor vehicle; be able to lift up to 40 lbs. without assistance; able to be certified to perform cardiopulmonary resuscitation (CPR) and use an automated external defibrillator (AED); able to successfully pass firearms qualification and certification without physical assistance, including kneeling and other firing positions.
 - (v) The Contractor shall provide each newly hired officer a physical examination at no additional cost to the Government or the employee prior post assignment, and every two years after initial hire. Officers must be cleared as physically able mentally and medically fit to perform their respective duties. The Contractor shall provide a list of current employee's the date of their last physical examination upon request by the COR.
 - (vi) The Contractor shall maintain a drug-free workplace program. In addition, the Contractor's program shall include at a minimum, processes for the initial drug screening of new-hire employees and random screening for employees. Drug screening shall be a 5-panel drug test regimen. The Contractor must perform drug screenings upon written request by BPA. The Contractor shall provide initial (for clearance purposes) and random drug screening of the employee through their own established testing facility federally qualified to conduct drug screening. An electronic and/or hard copy of the test result shall be made available to the COR, or other authorized official determined by the COR or CO, upon request and, if necessary, forwarded to DOE for record of compliance.
 - (vii) All employees shall speak English and be literate in English to the extent of reading and understanding printed regulations, detailed written orders, training instructions and materials, and shall be able to compose reports which convey complete information in English. Security officers shall be able to understand and perform basic computer keyboard operations relative to the operation of word processing and e-mail software (e.g. - MS Word and MS Outlook) and the cardkey access systems used by BPA (currently ProWatch).
 - (viii) While on duty, security officers shall not supervise or attend to any other contract or duties not directly related to the performance of this contract without the advance written consent and approval of the CO and Chief Security and Continuity Officer. Contractor employees shall not be current government employees.
- b Employee Background Checks

- (i) Personnel will undergo HSPD-12 personal identity verification and background checks by BPA. Persons not meeting adequate security background requirements as determined by BPA will not be permitted to perform on BPA property.
- (ii) Security officers must meet state criminal background check requirements for armed guard licensing in the state in which they are working.
- (iii) Personnel must directly support North American Electrical Reliability Corporation Critical Infrastructure Protection (NERC CIP) standards (Standard CIP 006, Cyber Security – Physical Security of Critical Cyber Assets) and must undergo personnel risk assessments which BPA will conduct a minimum of every 7 years as outlined in requirements established in Standard CIP 004, Cyber Security – Personnel & Training.
- (iv) Department of Energy, BPA Office of Security and Continuity of Operations, Contracting Officer or COR will periodically request information from officers holding L clearances to initiate and maintain security clearances of officers requiring such and performing duties on the BPA Security Services Contract. Any actions on the following process could occur:
 - (a) PERSEC receives information from PHYSEC COR for guard force that a clearance is needed for a Guard
 - (b) PERSEC will pre-fill out forms for signatures:
 - (i) OF 306 – Declaration for Federal Employment
 - (ii) DOE F 5631.18 – Security Acknowledgement
 - 1. Need updated Resume
 - (c) PERSEC will send forms to Guard for signatures, Guard to include updated Resume, and return all to PERSEC
 - (d) During this time the Guard need to go for drug test – send results to PERSEC
 - (e) PERSEC will send forward to DOE/HQ all forms and drug test
 - (f) DOE/HQ will review paperwork
 - (g) DOE/HQ will send Guard an email to fill out e-QIP (Electronic Questionnaires for Investigations Processing)
 - (h) Guard to follow instructions from DOE/HQ to complete e-QIP
 - (i) Once e-QIP is returned to DOE/HQ the investigation process starts
 - (j) Guard will be contacted by OPM Investigator for background interview and possibly people listed on e-QIP
 - (k) This process could take up to a year
 - (l) Once investigation is complete PERSEC will receive information from DOE/HQ that Guard is cleared or not
 - (m) If cleared
 - (i) Guard will be requested to complete a WBT- Comprehensive Briefing for Cleared Employees
 - (ii) Guard to send certificate from WBT to PERSEC
 - (iii) PERSEC will order new DOE Security Badge w/clearance level on it
 - (iv) PERSEC will fill out a SF-312 (Classified Information Nondisclosure Agreement
 - (v) PERSEC will set up time w/Guard to review and sign SF-312
 - (vi) Guard will set up a Card Pick-up appointment when new DOE Security Badge is checked in and Guard is notified

8) DUTIES OF THE CONTRACTOR

a General

- (i) The Contractor shall provide a highly qualified, professional security force. The Contractor shall take immediate action to correct officer performance, discipline and deficiency issues. The Contractor shall immediately report any termination of contract personnel via email to the COR and the Revoke email group. If a termination is known or projected in advance, the COR shall be notified as soon as the Contractor is aware of the employee termination so the COR may take necessary, timely administrative actions.

b Contractor Duties

- (i) The Contractor shall protect lives and shall, within the limits of security officer authority, deter unauthorized use, loss, theft, trespass, espionage or sabotage of government property, material, and equipment, and Non-Government property and equipment located at BPA Facilities.
- (ii) The Contractor shall have a well-developed continuity plan that will address the agency's needs for adequate security coverage in the event of a disaster. This continuity plan will be coordinated through the BPA OSCO COR and Continuity Office.
- (iii) The Contractor shall implement all regulatory or compliance-based requirements such as BPA policies and directives, GSA and FPS building policies and practices, procedures associated with NERC CIP and DOE, or other requirements as directed by BPA.
- (iv) The Contractor shall conduct access control according to current BPA policy, GSA building policy, CFR's, under direction from BPA's OSCO.
- (v) The Contractor shall monitor facilities to which assigned, for fires, explosions, and other catastrophes by close observation of buildings, machinery, vehicles, electrical equipment, and personnel to identify unsafe or potentially unsafe conditions, or activities. The Contractor shall monitor facilities for the commission of thefts, assaults, robberies, or other violent crimes and report the same to Law Enforcement and OSCO personnel in accordance with developed procedures.
- (vi) In the event of a fire, the Contractor shall monitor phone calls and radio transmissions, provide directional assistance to responding emergency service providers and if needed, provide traffic control/cordon control at the location of the fire and follow procedures associated with such a response.
- (vii) The Contractor shall report all security incidents to OSCO and when occurring at BPA HQ building 905 to the FPS. The Contractor shall use the BPA standardized security incident report form (Form 5632.01e) for the submission of electronic security incident reports and shall use applicable forms supplied by FPS when necessary, unless otherwise directed by OSCO.
- (viii) The Contractor shall patrol designated areas according to post duties as described.
- (ix) Designated Shifts" identified in the SOW are general guidelines and may be adjusted with advance approval from the COR. The Contractor shall establish shift change procedures accommodating the ingress and egress of employees and other activities in such a manner ensuring posts remain covered. The Contractor shall also be responsible for accommodating administrative needs such as arming and disarming times for officers.
- (x) The Contractor shall enforce BPA policies as described, and in a manner as required by the described post duties in this SOW, or as otherwise directed by OSCO.
- (xi) The Contractor shall investigate security breaches and incidents occurring, at the direction of OSCO. Security incidents involving criminal activity, threats, violence, property damage, or any other serious or suspicious activity shall be reported to OSCO, Local Law Enforcement and FPS (when appropriate) as soon as it is safe and practical to do so. This includes notifications as needed to OSCO after hours through the designated Duty Officer. Security officer actions shall be conducted in accordance with appropriate laws and in conjunction with established BPA policies.
- (xii) The Contractor shall provide employee escort services as directed by OSCO, the Contract Manager, or the security supervisor when employee safety issues arise or other circumstances exist warranting this type of assistance.
- (xiii) The Contractor shall develop and maintain recall rosters to facilitate the contact of key management personnel and the recall of security personnel to duty in sufficient numbers to meet emergency situations arising at BPA facilities. Recall rosters shall be maintained in accordance with the Privacy Act of 1974. Recall rosters shall be protected in accordance with BPA Information Protection Program standards, including proper marking, control, and storage of such documents. Recall rosters shall be submitted to the COR prior to the start date of contract services and be shall be updated by the Contractor and submitted to the COR on a monthly basis.

- (xiv) The Contractor shall provide additional security personnel to provide security services for special events or emergency situations as needed and requested by BPA. These additional security services are not included as part of the inactive posts outlined in this SOW that may be activated during an increased threat level. Additional security services needed in each instance shall be for a minimum of 2 hours. To the extent possible, OSCO will provide advance notification via e-mail and/or phone call to the Contract Manager of any request for additional security services. OSCO shall provide the Contractor with specific security officer duties for each instance.
- (xv) The Contractor shall supply an organization chart to the CO and COR as part of the transition plan. It will include the names of company officers, supervisors, managers, and other key organizational personnel assigned to the BPA contract with their business contact information. As changes in staffing occur, the Contractor shall provide updated organization charts to BPA.
- (xvi) Security officers and security supervisors shall not be on duty for more than 12 consecutive hours or in excess of 60 hours per week unless approved in advance by the COR. The Contractor must allow for sufficient personnel rest between periods of work.
- (xvii) The Contractor shall comply with all BPA policies to include Harassment Free Workplace and Standards of Conduct. BPA will provide these policies at the post-award orientation. The Contractor shall distribute to all officers. In addition, annual training required by BPA of all contract employees shall be conducted. Training must be approved in advance by the COR at no additional cost to the Government.
- (xviii) The Contractor shall manage all training processes and requirements in accordance with this SOW.
- (xix) The Contractor shall maintain training documentation sufficient to demonstrate officers have met all requirements for licensing, training, and annual security post certification. These records shall reflect the specific nature, scope and detail of on-post training and certification. Training records shall be made available to the COR upon request.
- (xx) The Contractor shall develop and maintain hardcopy post books containing operational information, including but not limited to:
- (a) Portions of the Statement of Work applicable to the post.
 - (b) General Orders as outlined in the Statement of Work.
 - (c) Post-applicable Standard Operating Procedures (SOP's), applicable CFR information, and other emergency plans applicable to the post.
 - (d) Short term briefing information, alerts, orders etc.
 - (e) Emergency call out lists (maintained under Privacy Act of 1974 and protected under BPA Information Protection Program standards).
 - (f) When available, BPA provided maps and building schematics.
 - (g) When available, operating instructions to include, but not limited to physical access control systems (PACs), card key readers, fire alarm panels, fire suppression systems, intrusion alarm systems, mechanical enunciator panels, and CCTV systems, and other operational equipment.
 - (h) The Contractor shall conduct and document alarm system checks as directed by OSCO. Completed documentation shall be submitted to OSCO.
 - (i) The Contractor shall safeguard information identified as sensitive, to include Official Use Only (OUO), Critical Information (CI), or Personally Identifiable Information (PII) in accordance with established BPA Information Protection Program standards.
 - (j) The Contractor shall assist OSCO with evaluating the applicability of Protective Force requirements contained within applicable DOE Manuals that may be integrated into BPA's security program.

(k) The Contractor shall have a retention plan to maintain a low turn-over rate of employees.

9) WEAPONS REQUIREMENTS

a Weapons and Ammunition

- (i) Unless otherwise approved in advance by the COR, the duty weapon shall be a semi-automatic pistol, of at least 9mm caliber with one loaded 15-round magazine. Armed security officers shall carry one additional 15-round magazine when on duty, unless otherwise approved by the COR. The pistol and ammunition selected must meet local, state or federal law enforcement specifications for performance.
- (ii) The Contractor shall provide duty weapons as indicated above in a quantity to arm all officers on duty. A suitable quantity of spare weapons must be available in the event of breakage or emergency and to enable the arming of posts identified in this SOW as being not currently activated. A sufficient number of weapons must be kept readily available to provide four (4) officers weapons and ammunition in support of deployments to BPA field locations.
- (iii) Sufficient magazines shall be readily available for duty issue, training purposes, breakage and emergency.
- (iv) Ammunition shall be kept in sufficient quantities for duty issue, and shall be replaced no less than annually or due to identified risk of defect at no additional cost to BPA.
- (v) Duty ammunition shall meet the same standards used by law enforcement agencies. (For Example: Federal Protective Service, Portland Police Bureau, or Multnomah County Sheriff's Office.)
- (vi) Duty ammunition shall be rotated to range ammunition at least annually, requiring new ammunition to be supplied by the Contractor for duty use at no additional cost to BPA.
- (vii) Holsters shall be at a minimum a level 3 retention holster, similar to what LE is currently using, requiring two separate actions to release retentions and draw the weapon. example: an SSL sleeve or thumb break combined with a rocking motion.
- (viii) All modifications and alterations to firearms require advance approval of the COR. All modifications shall be performed by factory certified or DOE certified armorers.
- (ix) All weapons shall be maintained in clean and serviceable condition.
- (x) Weapons shall be inspected at least annually by a factory certified or DOE certified armorer. Weapons inspections shall be documented and an electronic copy of the documentation forwarded to the COR.
- (xi) Firearms shall be returned to the shift supervisor or a designated Weapons Safety Officer (WSO) at the end of each tour of duty. Prior to storing or re-issue of the firearm, the shift supervisor/WSO shall assess operational condition of the firearm by clearing the weapon, checking ammunition in magazines.
- (xii) All weapons and ammunition shall be stored and locked in suitable lockers provided by the Contractor and approved in advance by the COR.
- (xiii) The Contractor shall develop and implement an accountability process for weapons, ammunition, and other equipment such as, but not limited to, less than lethal weapons, radios, other operational equipment, etc.

b Firearms Policy Requirements

- (i) The Contractor shall develop and submit for approval to the COR a program plan for firearms safety, specific to the use of firearms in the performance of the contract. This shall be provided by the Contractor as part of the transition plan. Once approved, modifications to firearms safety requirements must be approved in advance by the COR.

- (ii) The firearms safety program shall be approved in advance by the COR and shall address, as a minimum, the following:
 - (a) A statement of policy and procedural outline relating to the safe use of firearms.
 - (b) Procedures for the arming and disarming of officers for duty/relief of duty. This shall include loading and unloading supervision of duty weapons by trained Weapons Safety Officers (WSO's).
 - (c) Procedures for inventory, accountability, and control of firearms by shift, as well as firearms maintenance and inspection, including a schedule denoting the frequency of these activities.
 - (d) Procedures for rotation/replacement/disposition of unserviceable weapons.
 - (e) Procedures for ammunition accountability, storage, rotation, disposal, and inspection.
 - (f) Policy for reporting accidents, incidents, unsafe conditions, and negligent discharges.
 - (g) Policy for correcting and preventing accidents, incidents, unsafe conditions, and negligent discharges.
 - (h) Policy for evaluating an officer's mental readiness to return to work following a use of force incident involving a weapon. A licensed Mental Health official must perform an evaluation of the officer's readiness before returning to work.
 - (i) Firearm safety briefing form completed by each officer during each live fire range training session. These forms (electronic or hardcopy) must be available for review by the COR upon request.
 - (j) The Contractor shall assign a professionally qualified individual responsible for conducting self-assessments of the Firearms Safety Program on an ongoing basis. Assessments shall be conducted at least annually. The results of these assessments shall be documented on a standardized Contractor supplied form listing date and time of assessment. Any findings shall be documented and shall be submitted to the COR electronically. The Contractor shall immediately correct any unsafe conditions discovered involving firearms safety. Firearms Safety Program violations, and a mitigation plan must be immediately brought to the attention of the COR. Assessment documents must be made available to the COR upon request.
- (iii) Firearms Instructors / Armorers
 - (a) Firearms instructors may be security officers, Law Enforcement Instructors, supervisors or Contractor provided instructors designated by the Contractor to conduct firearms training. Firearms instructors shall be certified by the state for which officers are being trained or instructed. Guest or adjunct instructors may be used with advance approval of the COR.
 - (b) Armorers may be security officers, supervisors, or Contractor provided armorers designated by the Contractor to perform these duties. Armorers shall have completed factory training or DOE certification to inspect, modify, or repair firearms being used on the contract. The Contractor shall submit electronically to the COR the armorers' qualifications.
- (iv) Administrative Handling of Weapons
 - (a) General
 - (i) All administrative firearms handling shall be performed in a manner consistent with safe and accepted practices. Firearms shall be treated as if they were loaded at all times. Weapons shall be confirmed as unloaded in accordance with established procedures.
 - (b) Loading and Unloading Weapons
 - (i) Procedures for the loading and unloading of firearms shall be developed by the Contractor and approved by the COR as part of the weapons safety program. Changes to procedures shall be submitted for approval by the COR prior to implementation. Arming

and disarming procedures shall be posted in plain sight at each designated arming station.

(c) Less Than Lethal Weapons/Equipment

- (i) Aerosol Self Defense Spray – All security officers shall carry Aerosol Self Defense spray in an approved holder located on their duty belt while on duty.
- (ii) Handcuffs – All security officers shall carry a minimum of one set of handcuffs in an approved handcuff case located on their duty belt while on duty.
- (iii) The Contractor shall provide and maintain sufficient quantities of these devices as readily available to all security posts.
- (iv) New security officers shall receive appropriate orientation training and task performance training on the proper use of applicable less than lethal devices prior to assuming any security post.

10) COMPANY REPRESENTATIVES AND SUPERVISION

a Qualifications of key personnel:

- (i) The Contractor shall identify, by name, key management, supervisory, and instructor personnel. Unless otherwise approved by the CO and COR, requisite qualifications are as follows:
 - (a) Management/Contract Manager – Shall have a minimum of four (4) years' experience in the management of security services contracts.
 - (b) Supervisors – Shall have a background and experience including a minimum of four (4) years associated with a security, military police, or law enforcement career. Refer to section 21) Company Representative, Para. c) of this SOW for further requirements.
 - (c) Instructor – Shall have professional credentials consistent with performing in the capacity of an instructor. Credentials include state certification or accreditation, Department of Energy certification, or other certification, approved by the CO and COR. Additionally, instructors shall have a minimum of four (4) years experience in a security, military, or law enforcement career.

(ii) Company Representative

- (a) The Contractor shall provide a Contract Manager. The Contract Manager shall be dedicated solely to the performance of this contract and will not be assigned to any other contracts. The Contract Manager may appoint a supervisor to act in place of the Contract Manager as needed for temporary absences. OSCO will retain final oversight and decision-making authority over security operations.
- (b) The Contract Manager shall assist OSCO with the development of security procedures and policy.
- (c) The Contract Manager shall maintain proper discipline, appearance, conduct, professional bearing and demeanor of all officers and supervisors.
- (d) The Contractor shall provide supervision focused on the day-to-day contract performance of officers. Supervision shall also be the direct liaison to the Contract Manager and OSCO for security operations. Supervisors shall assist with training (post certification, OJT, etc.) as necessary
- (e) The Contractor shall provide one twenty-four hour per day, seven day per week supervisor at the Ross Complex and supervisors assigned to BPA HQ, Celilo and the Munro Complex for 12 hours per day, Monday through Friday (except holidays). The supervisors shall be responsible for supervising officers performing duties at the various locations at specified times as noted in "Designated Coverage."

- (f) Supervisors shall be certified as a supervisor by the state in which supervisory work is to be performed if required. Supervisors will have demonstrated the knowledge, skills, and abilities necessary to successfully perform the duties of the Security Supervisor position including, but not limited to, the following:
- (g) Resolution of security related issues.
- (h) Management of dynamic, evolving emergency or security incidents.
- (i) Liaison with law enforcement agencies, client personnel, and other customers.
- (j) Coordinating and ensuring training completion of officers assigned.
- (k) Outside the hours outlined for a designated security supervisor the security supervisor from the Ross Complex will perform this function for the Headquarters. Duties of the Ross Complex security supervisor are outlined in the Statement of Work.
- (l) Shift supervisors may relieve security posts for designated break periods only when there are no other alternatives (e.g. - patrol, etc.) available.
- (m) The supervisor shall inspect all assigned officers/posts at least once per shift. Each officer/post inspection shall be entered in the Security Officer Report (SOR) and initialed by the inspecting supervisor. SOR's shall be made available electronically to the COR upon request.
- (n) If a Security Officer is not available to be posted at the beginning of a shift the Contractor Supervisor shall call the Physical Security Duty Officer, OSCO personnel or COR and provide the expected timeline and plan to restore coverage of the post.
- (o) Alternate shift supervisors shall serve in the absence of a designated Shift Supervisor. The alternate shift supervisor must meet the criteria stipulated for "Supervisor."

11) SECURITY SUPERVISOR PROCEDURES AND DUTIES

a General Description

- (i) The supervisor is responsible for ensuring completion of security officer training and proper management and maintenance of all security posts listed in this SOW. Supervisors shall not supervise any security posts associated with other contracts. Shift Supervisor's shall be armed.
- (ii) Designated Coverage
 - (a) Ross Complex
 - (i) All Shifts 24 hours a day, 7 days a week unless otherwise approved by the COR, one supervisor shall be on duty and responsible.
 - (ii) Ross Supervisor Supervision of Portland Headquarters
 - 1. Monday through Friday from 1600 – 0600, Weekends and Holidays provide supervisory duties.
 - (iii) Portland Headquarters
 - 1. Monday through Friday, except holidays, from 0600 – 1600 hours, unless otherwise approved by the COR, one supervisor shall be assigned to and responsible for Portland Headquarters.
 - (iv) Celilo Complex
 - 1. Monday through Friday, except holidays, from 0600 – 1600 hours, unless otherwise approved by the COR, one supervisor shall be assigned to and responsible for the Celilo Complex.
 - (v) Munro Complex

1. Monday through Friday, except holidays, from 0600 – 1600 hours, unless otherwise approved by the COR, one supervisor shall be assigned to and responsible for the Munro Complex.

b Supervisor Duties

- (i) Supervisors shall not have other responsibilities not related to this contract. Supervisors shall be responsible for the following:
 - (a) Providing a formal briefing for security officers at the beginning of each shift. This shall include, but is not limited to, pertinent pass-down information, security alerts, or termination advisories.
 - (b) Ensuring posts remain staffed as required. Provide suitable replacements to staffing as needed.
 - (c) Notifying the Contract Manager and OSCO if the Contractor is unable to provide coverage for a post.
 - (d) Providing back-up assistance to security officers as needed. If additional assistance is needed, the supervisor shall immediately ensure Federal Protective Service (FPS) or local law enforcement, and OSCO, is notified as appropriate.
 - (e) Ensuring familiarity with the duties and responsibilities of the posts under their supervision.
 - (f) Ensuring post books at each post are kept current and all officers are knowledgeable regarding information contained in the post book.
 - (g) Conducting tests of security system equipment, in accordance with written plans and SOP's. A written report of the results of testing shall be provided to OSCO electronically.
 - (h) Ensuring completion of Annual Post Certification Tests, Limited Scope Performance Tests (LSPT's), Alarm Response and Performance Tests (ARAPT's), and other security exercises as indicated in established plans and SOP's. This includes coordination with the Contract Manager and OSCO, if necessary, as well as documenting, maintaining, and tracking written evaluations associated with these performance tests, identifying and making any needed corrective actions.
 - (i) Gathering, reviewing, and submitting security incident reports and forms prepared during the shift. The submission of reports and forms shall be coordinated with the Contract Manager and COR. Forms/reports shall be filed electronically in appropriate folders on BPA networks and as directed by OSCO personnel.
 - (j) Reviewing documentation maintained by posts. Ensuring documentation is maintained and submitted in accordance with directives established by OSCO. This includes, but is not limited to Security Desk Blotters, applicable visitor documents and logs, NERC CIP compliance documentation and records.
 - (k) Coordinating with the Contract Manager to provide verbal briefings to the COR, other OSCO staff, or the Chief Security Officer regarding significant security-related events as needed.
 - (l) Ensuring timely notification is made to the relevant Facilities Management office concerning buildings and/or grounds-related issues
 - (m) Ensuring notification is made to the Contract Manager and OSCO Physical Security Duty Officer, if necessary, regarding security incidents occurring after normal duty hours as soon as safely possible.
 - (n) Conducting an inspection of each security officer prior to posting. This inspection shall include at the minimum:
 - (i) Ensuring personal appearance of security officers is acceptable in accordance with established policies. Ensuring each security officer is properly licensed and equipped with

the necessary inclement or warm weather garments. Ensuring all officers on duty possess a valid DOE/BPA identification badge for display.

- (ii) Ensuring each officer is fit for duty. The Supervisor shall not allow any security officer to stand post if he or she appears to be under the influence of alcohol, drugs, medication, or other intoxicants. The supervisor shall not allow any security officer to stand post without sufficient rest.
- (iii) Providing a shift briefing regarding any relevant issues brought forward from previous shifts, such as post orders, special notices, access restrictions, etc.

12) GENERAL SECURITY OFFICER CONDUCT (General Orders, Section I)

- a All security officers shall be held to the highest standards of professional conduct, appearance, and performance. BPA does not grant or authorize any use of force or exercise of authority not permitted under the state laws governing the actions of security officers. This section is applicable to post descriptions as noted and shall be included with each post book.
- b Use of Force
 - (i) Security personnel shall, at all times, attempt to perform their duties with the minimum force necessary. Applicable laws regarding the use of force shall be observed at all times.
- c Literature
 - (i) Only authorized reading material approved by the COR or OSCO may be read on post. Newspapers, magazines, novels, or other personal reading material, both hardcopy and electronic in nature, are not authorized.
- d Personal Audio/Video Equipment and Personal Cell Phones
 - (i) Personal audio players, video players, and televisions are not authorized for use at any post. Personal cell phones shall be limited to emergencies and necessary family communications while on post, during the performance of an officer's or supervisor's duties. Changes in the use of these types of equipment must be approved in advance by the Contract Manager and COR. The authorized use of any personal equipment shall not interfere with the operation or professional appearance of the post.
- e Appearance
 - (i) Security officers shall present a professional appearance at all times with the uniform clean and pressed.
- f Socializing
 - (i) While on post, security officers will maintain a professional and polite demeanor, and shall not become engaged in lengthy, protracted or disruptive conversations with visitors, employees, guests, or other officers. If a guest, visitor or employee becomes distracting, the supervisor shall be notified and the supervisor shall notify the Contract Manager and OSCO.
- g Emergency
 - (i) Security officers at all posts shall take immediate action such as calling local law enforcement (to include FPS when appropriate), fire department, and OSCO for assistance when a situation is discovered presenting an immediate danger to life and/or property. Threatening individuals, confirmed building intrusions, fire, broken water/oil lines are some examples. Other non-emergency matters are to be referred to the Contract Manager and OSCO for assistance.
- h Observance / Situational Awareness
 - (i) All supervisors and security officers shall maintain a high level of situational awareness and be observant for any suspicious activity. When feasible, officers shall attempt to identify suspicious personnel and observe and report any information that reasonably can be obtained such as:
 - (a) Name, address, or any other identifying information

- (b) Physical description
- (c) Vehicle description
- (d) Vehicle license number
- (e) Direction of travel
- (f) Statements made by suspects or individuals
- (g) Other information useful in an investigation
- i Demeanor
 - (i) All security officers shall maintain a polite and friendly demeanor while on post. Officers are authorized to use a command voice or assert officer presence in order to carry out their duties when necessary. Officers shall not engage in disruptive or malicious conversations or behavior while on duty.
- j Arrests or restraints
 - (i) Arrests and restraints shall be applied according to the laws of the state in which the incident occurs. Security Officers shall not sign civil or criminal complaints on behalf of BPA.
- k Officer Safety
 - (i) Security officers shall exercise caution at all times and under all circumstances. The primary function of security officers is to observe and report incidents and suspicious activity. Officers shall take appropriate actions as necessary, in accordance with the appropriate laws, to maintain the safety and security of client personnel and property. Officers shall seek assistance from other security officers, FPS when appropriate, local law enforcement, and OSCO when needed.
- l Security Officer Reports
 - (i) All security officers shall maintain a Security Officer Report (SOR) of activities during their assigned shift. This report shall be specific regarding times actions were taken and inspections conducted. The time and name of the supervisor making the supervisory inspection shall be recorded in this report. The report shall be submitted to OSCO at the start of the next regular work day for review, unless otherwise directed by the COR. Written reports are not for general reading and are to be kept secure at all times. For designated posts, the Security Desk Blotter shall be used in place of the SOR. Significant activities performed by the Security Supervisor shall be entered on the appropriate Desk Blotter. Supervisors relieving officers for breaks or other reasons shall make annotations on the relieved officer's SOR.
- m Communication
 - (i) Contractor-issued cellular phones and BPA landlines may be used as secondary means of communication when primary means of communication are not available.

13) DELIVERABLES AND PERFORMANCE

- a Article I, Table 1
- b Listing By Appearance In Statement Of Work

<i>Due Date</i>	<i>Subject</i>	<i>Destination</i>	<i>Other Information</i>
At Award	Weapons Storage Approval	COR	
At Award	Certificate of Authority	COR/CO	
At Award	Personnel Secret Security Clearance Initiated	Personnel Security	
At Award	Certificate of Good Standing	COR/CO	Executive Order 12829

<i>Due Date</i>	<i>Subject</i>	<i>Destination</i>	<i>Other Information</i>
At Award	DOE Facility Security Clearance	COR/CO	SF328
90 Days after start of Contract	SOPs	COR	
Quarterly	Officer Evaluation of SOP	COR	At the end of each Fiscal Year Quarter
As Updated or Annually whichever is first	Updates to SOP	COR	
At Award/Annually	Annual Training Plan	COR	
Prior to Post Assignment Provide documentation upon Request	Certification of Pre-Employment Training	COR	
Conduct as Required/Provide Documentation Upon Request	Post-Employment Licensing and Certification Refresher	COR	
Upon Request	Documentation of Qualification Attempts	COR	
As Required	Combined Quarterly Training	COR	
Upon Request	Training Goals and Objectives	COR	
Upon Completion	Results of Quarterly Training	COR	
As Required	Notification of Failure to Qualify	COR	
As Soon As Safely Possible	Report of Unsafe Act	COR	
As Required	Remedial Action Plan for Preventing Future Unsafe Acts	COR	
At Award	Class Training Format	COR	
Upon Request	Class Training Plan	COR	
Upon Request	OJT Report	COR	
Upon Request	Documentation of Medical Exam	COR	
Upon Assignment	Documentation of Criminal History Check	COR	Letter Signifying Acceptable Criminal History Check
As Required	Email Notification of Employee Terminations	COR	Email to COR email box
As Required	Security Incident Reports	OSCO/FPS	
At Award of Contract and updated as Changes Occur	Company Key Personnel and Officer Recall	COR	
Prior to Award of Contract	Organizational Chart	COR/CO	
Upon Request	Training Records	COR	
Upon Request	Post Books	COR	
As Required	Security Alarm Checks	COR/Security System Administrator	
As Required	Firearms Modification Approval	COR	
Upon Request	Weapons Inspection Documentation	COR	
Upon Request	Weapons/Ammunition/Equipment accountability documentation	COR	
At Award of Contract	Firearms Safety Program	COR	
Annual on date of Contract Award	Firearms Safety Program Assessments	COR	

<i>Due Date</i>	<i>Subject</i>	<i>Destination</i>	<i>Other Information</i>
Upon Request	Firearms Safety Briefing	COR	
As Required	Guest Firearms Instructors	COR	
As Required	Armors Qualifications	COR	
At Award of Contract	Firearm Load/Unload Procedures	COR	
As Required	Supervisory Post Check Documentation	COR/SOR	
As Required	Post Books, Forms, Tests, Reports, SORs, Compliance Documents	COR	
As Required	Shift Schedule Changes	COR	
As Required	Performance Assurance Training Elements	COR	
Annually	Annual Self-Assessment	COR	
14 Business Days after Assessment Completion	Annual Self-Assessment of Adherence to SOW Report	COR	
120 days following Award of Contract	Performance Testing Methodology	COR	
Twice Monthly	Performance Tests, (Security Exercises to include verbal questions or actions taken)	COR	Conduct and Document on LSPT/ARAPT Log

14) SHIFT AND POST REQUIREMENTS

- a The Contractor shall furnish security officers for the designated posts and shifts as described in post descriptions. When BPA deems necessary, the Contractor shall furnish security officers for posts identified in the SOW, but not currently active as identified in this SOW. The Contractor may submit alternative shift schedules to the COR, and upon written approval in advance, may implement the approved schedule. A copy of the specific post description and requirements as noted in the applicable sections shall be provided to each post for officer reference. Additionally "General Security Officer Conduct" and "General Post Requirements" shall be provided to each post.
- b Shifts
 - (i) Posts described as 24 hours per day shall be staffed as eight-hour posts. No officer shall be posted for greater than 12 hours in a 24 hour period except in emergencies following coordination with OSCO Staff. The Officers must have no less than 8 hours away from work between shifts. Exceptions for emergency circumstances shall be evaluated for approval by the OSCO Staff or COR.
- c Shift Requirements
 - (i) The Contractor shall staff shifts to optimize security coverage throughout the workday and overnight hours. Shifts shall be scheduled in such a manner to avoid lapses or voids in security coverage during the times of the day that employees are coming to work, breaking for lunch, or leaving the work place. Changes to shift requirements may be adjusted by the Contractor in coordination with COR and meeting BPA requirements. Changes shall be evaluated for efficiencies of operation and any cost implications.
 - (ii) Under the direction of the shift supervisor, security officers shall obtain all necessary equipment prior to assuming the duties of their assigned post. Appropriate logs, forms and control rosters shall be filled out noting the issuance of such equipment.
 - (iii) "General Security Officer Conduct" expectations shall be observed while officers are on shift.
 - (iv) Personnel shall not consume alcohol, drugs, or other products that may negatively impact judgment or physical response as necessary to carry out the duties within 8 hours of duty. Personnel taking prescription drugs causing drowsiness, caution use while operating machinery,

or driving a vehicle shall inform their supervisor within 1 calendar day of prescription and may require a medical release in order to resume duties.

- (v) Security officers and supervisors expected to operate motor vehicles as part of their duties shall be in possession of a valid state-issued driver's license at all times while operating such vehicles. Officers assigned to positions not requiring operation of motor vehicles nor having to drive while working on the BPA Security Services Contract shall be in possession of federally issued identification and are not required to be in possession of state issued driver's license.
- (vi) At all times while posted, security officers shall ensure persons entering BPA controlled property and moving about BPA controlled property properly display appropriate identification.
- (vii) If an employee refuses to display identification properly, the security officer shall immediately inform the shift supervisor, document the incident, and perform other actions in accordance with established SOP's. The Contract Manager and OSCO shall be notified immediately.
- (viii) If the security officer perceives a threat to BPA property or personnel, the officer shall take appropriate actions to manage the threat. The Contract Manager and OSCO shall be notified immediately.
- (ix) Security officers shall complete Security Incident Reports when directly involved in a response or perform follow up to a response. This includes incidents where the officer or supervisor is a witness. Security Incident Reports shall be submitted prior to officers involved being released from duty.
- (x) Security officers shall fill out electronic or hardcopy (or both) Security Officer Report (SOR) for each shift noting security officer activities. The SOR shall note when the officer came on duty, patrolled specific areas, took breaks, lunch, or other information confirming appropriate security activity. Security officers and supervisors shall maintain electronic or hardcopy (or both) SOR notebooks to record information, assist in preparation of incident reports, and for possible use in court.
- (xi) Security officers shall perform inspections of visitors' bags, briefcases, boxes, other hand-carried items, and vehicles upon entry as outlined by SOP's, or otherwise directed by OSCO.
- (xii) Security officers shall enforce BPA security policies as noted in post duties, post orders, and BPA or Contractor provided SOP's as approved by OSCO.
- (xiii) Security officers shall be familiar with BPA bomb threat, medical, and fire response instructions. SOP's shall be prepared to respond and assist, as required, during an emergency.
- (xiv) Security officers at entry points shall inform visitors that firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor or Contractor is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The officer shall immediately report the incident to the Security Supervisor, FPS (for incidents occurring at BPA HQ), the Contract Manager, and OSCO.
- (xv) Security officers shall be familiar with designated NERC CIP controlled areas at their post locations and must be familiar with access and response requirements for those areas.

15) SAFETY REQUIREMENTS

- a The COR, designated field inspector, or any BPA employee or contractor may cause any work to cease if any safety violations are observed. No further work will be allowed until such time as the situation is resolved.
- b The Contractor shall provide to the COR, prior to the start of the contract, a Material Safety Data Sheet on products the Contractor will be bringing to the job site that employees may be using, exposed to or which may be stored on the site. Prior to performance on this contract, a Multi-Site Specific Safety Plan (MSSP) must be submitted in writing to the COR to address typical and routine

tasks required under this contract. In accordance with Clause 15-13, Contractor Safety and Health Requirements, any additional authorized services involving exposure to potential high-hazards, as determined by the COR, shall require the submittal of a supplemental Site Specific Safety Plan in writing prior to work starting on those high-hazard tasks. The MSSP is subject to review and approval by the BPA Safety Office. Changes in work procedures or added work sequences not initially specified in the MSSP shall require an update and will generate a new review and approval process for the updated analysis or plan.

- c All applicable Federal, Government and local safety requirements shall be observed by the contractor and its employees.
- d Many BPA facilities are energized and could pose risk to the life and safety of any Contractor personnel who enter such areas. Security contract personnel who are trained and hold a Contractor Non-Electrical Worker Permit may be allowed in areas requiring Permit without escort of BPA personnel. Personal Protective Equipment Required for Entering areas requiring the Permit:
 - (i) White Hard Hat. Hard hats approved by the Administration shall be worn by ALL PERSONS in the following locations and conditions except for work inside transformers, power circuit breakers, under vehicles, or in similar restricted/protected situations.
 - (a) In fenced substation yards and other designated hard hat areas.
 - (b) When engaged in or when in the close proximity of outdoor work or in all areas where there is exposure above head level to moving equipment, work, or material handling.
 - (c) Persons working at elevated locations more than 4 feet above the ground and utilizing fall protection PPE shall wear a BPA approved climbing style helmet attached with chin strap.
 - (ii) Identification/Color-Coding System. To distinguish between Qualified Electrical Employees and others, **YELLOW** hard hats will be restricted to holders of *Electrical Worker Permits*. Additional hard hat colors utilized on the BPA system are:
 - (a) **BLUE**: Riggers
 - (b) **RED**: Construction Equipment Operators
 - (c) **GRAY**: Carpenters (Note: Due to gray being unavailable in a climbing style helmet, white shall be substituted.)
 - (d) **WHITE**: All Others
 - (iii) Protective Footwear. Appropriate footwear that provides adequate support and protection to the foot, toes and ankles for the work being performed shall be worn. Lace-up, over the ankle leather boots with rigid sole and heel meeting ASTM F 2413-11 with an EH Rating or ASTM F 2413-05, Class 75 with EH rating shall be worn in all work areas where hard hats are required and other areas as determined by a supervisor. Supervisors have the responsibility for assuring that appropriate footwear is worn. Employees have the responsibility to wear appropriate footwear for the job.
 - (iv) Arc Flash (FR) Clothing:
 - (a) Arcing from faulted components can occur when working on or near energized circuits. In some cases, this arcing will expel molten metal and can produce enough heat to cause burns to a worker and ignite clothing. BPA's goal is to establish requirements that protect workers from the onset of 2nd degree burns (1.2 cal/cm²), but not overprotect to the point of causing restricted/inhibited visibility, heat exhaustion, and inability to perform work. Arc-rated clothing has a rating corresponding to the minimum Arc Thermal Protection Value (ATPV) which prevents the onset of 2nd degree burns.
 - (b) To maintain conformance with Federal OSHA work standards BPA has adopted the policy of protecting workers from the hazards of arc flash by requiring minimum clothing rating of 8 cal/cm² for those who may be exposed to arc flash hazards normally found in the energized area of BPA substations. This clothing must be worn by contract workers anytime they are in

the energized area of the substation yard. The boundary for this requirement is from any control house door exiting into the energized substation yard or from the substation gate entering into the energized substation yard.

- (c) Therefore, if the contract worker must enter the energized substation yard to work the minimum requirements for arc rated clothing must be met. Long sleeve coveralls with a rating of 8 cal/cm² can be utilized in lieu of rated pants and long sleeve shirt. Any jackets or rain gear worn also needs to meet the minimum rating of 8 cal/cm².
- (d) Arc Rated clothing with a minimum rating of 8 calories/cm² shall be worn inside of energized substations or when an employee is performing work which may expose them to an arc hazard. The wearing of clothing and footwear made from acetate, nylon, polyester, or rayon either alone or in blends (unless labeled with an Arc Thermal Protection Value of 8 cal/ cm² or greater) is prohibited alone or under arc rated clothing when an employee may be exposed to the hazards of electric arcs or flames. Long sleeve arc rated shirts shall be worn with sleeves rolled down and shirts tucked into pants.
- (v) Contractor Non-Electrical Worker Permit: Contractor employees performing security services at the Eugene Starr Complex or while deployed to a Substation under this contract may be required to successfully pass the Non-Electrical Worker Permit examination, pass the Substation Electrical Hazard Awareness Training and Tour, and pass NERC-CIP Field Training. BPA reserves the right and option to provide an escort in lieu of above requirement.
- (vi) Celilo Special Risk Plan
 - a. BPA's Celilo facility has had extensive mercury contamination as a result of the use and maintenance of mercury arc valves (rectifiers) employed at the facility from 1970 to 2004. Most of the interior of the building is now mercury free. Background concentrations of the toxic element are extremely low minimizing the risk of future health concerns from inhalation. However, care should be exercised during future renovation should encapsulated locations be disturbed. Any drilling, cutting, or floor demolition should be accompanied by monitoring to ensure that contractors are not unnecessarily exposed to brief albeit elevated local vapor concentrations.
 - b. The contractor shall review the *Post-Abatement Clearance Report for Phase 3 Mercury Abatement Areas at Celilo Converter Station, The Dalles, Oregon*, dated October 11, 2013. The report will be provided to the contractor by the COR.
 - c. 29 CFR 1910.1200 Mercury Hazard Communication Training will be conducted and documented for officers that will work at the Celilo DC Converter building.

i. SECURITY SERVICES AT THE BPA HEADQUARTERS

i. General

- i. Standard security officer procedures shall apply to all HQ security posts. Shift hours may be adjusted through the approval of the COR. All posted officers and patrols assigned to the BPA Headquarters shall be knowledgeable of building evacuation, shelter-in-place procedures, and other contingency procedures.
- ii. Questions about physical security and access control policy shall be deferred to the HQ's Physical Security Specialists.
- iii. Parking Garage Entrance Bollard System Operation
 - 1. Security officers must understand the safe operation of the garage entrance bollard system prior to assignment to posts 1, 2, 8 or 9. Officers shall not operate the garage entrance bollard system unless properly trained.
 - 2. Training required to operate the bollard system shall be conducted by security supervisors or training personnel ensuring adequate understanding of the safe

operation of the system according to the policies and procedure established in this SOW and SOPs developed by the Contractor.

3. Training for bollard system operation shall be documented on the individual security officer's training record. Security officers required to operate the bollard system must demonstrate the ability to safely do so prior to assuming duties of the post. Procedures for operating the bollard system shall be placed at each applicable post.
- iv. Bollard system operating hours under non-emergency conditions
 1. From the hours of 1800 – 0600, Monday through Friday, bollards shall remain engaged in the up position with the parking garage doors closed.
 2. From the hours of 0600 – 1800, Monday through Friday, bollards shall remain engaged in the down position with the parking garage doors open.
 3. During weekends and holidays, bollards shall remain engaged in the up position with the garage door closed at all hours.
 4. OSCO may direct changes in use of the bollard system as needed.
- ii. Headquarters Security Post 1
 - i. Description of Post
 1. HQ Post 1 is located at the security console located in the main lobby of the BPA Headquarters Building. HQ Post 1 is a one-person post, operated by an armed, uniformed security officer 24 hours per day, 7 days per week. The security officer shall be equipped with a portable radio, flashlight, and other equipment necessary to perform building security services. The officer shall be trained and competent to operate the bollard system during normal and emergency operations. The primary responsibility of this post is to monitor and control personnel access through the use of CCTV, cardkey physical access control systems (PACS), and manual processing procedures.
 - ii. Designated Shifts
 1. This post shall operate 24 hours per day, seven days per week. The post shall have three shifts per day.
 - iii. Post Duties
 1. Officers shall perform the following:
 - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - b. Monitor the CCTV and PACS for the BPA Headquarters. Allow access after normal business hours only to persons with valid BPA or other approved identification, or, individuals or groups approved for access and authorized by OSCO. BPA and Contractor personnel must present their ID badges to the lobby access portal to gain building access past HQ Post 1. Guests of employees and all visitors are required to follow established procedures for visitor access. All persons entering the building are subject to screening.
 - c. Require all visitors and guests to be identified via government issued photo ID and to sign in and obtain a visitors badge. Ensure visitors and guests are screened properly before entry.
 - d. Dispatch and monitor Headquarters security posts and patrols for various situations that may arise.

- e. Maintain radio or alternate communications and conduct security status checks with posts and patrols assigned to the BPA Headquarters on an hourly basis during daylight hours and every 30 minutes during hours of darkness or increased security posture.
- f. Monitor and respond to all building alarms for the Headquarters Complex in accordance with designated procedures. This includes door alarms, intrusion alarms, duress alarms, computer room alarms, and fire alarms. For the ProWatch system, this post shall maintain an event log of alarm activity.
- g. Process and maintain visitor access requests and administer visitor access procedures. Temporary badges shall be issued for cleared visitors as well as BPA and Contractor employees who do not have their Government issued identification. Prior to issuing a temporary local site specific only (LSSO) badge, appropriate procedures shall be followed based upon the status of the individual (i.e. foreign national, escorted/unescorted access, etc.). Any BPA Temporary badge issued must be returned upon the employee or visitor's departure from the building.
- h. Maintain the electronic Headquarters Security Desk Blotter, listing security-related activity and information for a 24-hour time period. The Contractor shall submit the blotter for review as determined by OSCO.
- i. Maintain communications with FPS via established procedures.
- j. Maintain open communication with contract security officers for the 911 building regarding pertinent security incidents, events, or information which may impact the 911 building, personnel, or protective force.

iii. Headquarters Security Post 2

i. Description of Post

- 1. This post is a roving patrol encompassing the Headquarters complex. This is a one-person post, operated by an armed, uniformed security officer 24 hours per day, 7 days per week. The security officer shall be equipped with a portable radio, flashlight, and other equipment necessary to perform the required security services. This security officer shall be trained and competent to operate the bollard system during normal and emergency operations according to section 25.b of this SOW. The primary responsibility of this post is to conduct security patrols of the interior of the Headquarters (905) building, the exterior of the East Side Federal Complex (905 and 911 buildings).

ii. Designated Shifts

- 1. This post shall be 24 hours per day, 7 days per week and shall have three shifts per day.

iii. Post Duties

- 1. Officers shall perform the following:
 - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - b. Conduct a minimum of two foot patrols each shift throughout the interior of the Headquarters building and the 911 building fitness center (BPA Club Fed) area at random frequencies, unless otherwise directed by the security supervisor, Contract Manager, or OSCO. These patrols shall be

recorded on an electronic or hardcopy SOR. Perform general security checks of all areas patrolled. During interior patrols particular attention shall be given to sensitive areas such as JTS rooms and the Duty Scheduling Center (DSC) due to NERC CIP requirements associated with the DSC.

- c. Conduct a minimum of two foot patrols per shift of the exterior of the Headquarters building and the 911 building (exterior area comprising the East Side Federal Complex) at random frequencies, unless otherwise directed by the security supervisor, Contract Manager, or OSCO.
 - d. Conduct patrols, or other security measures of internal Headquarters building parking levels in basement levels B-1, B-2, B-3, and B-4.
 - e. Conduct patrols as otherwise directed by the security supervisor, Contract Manager, or OSCO.
 - f. Enforce building rules and regulations and perform other duties as directed by special orders, Operations Bulletins, or verbal instructions from security supervisors, the Contract Manager, and OSCO.
 - g. Enter all incidents in the electronic or hardcopy Security Officer's Report (SOR) and report all incidents and suspicious activity to HQ Post 1 and/or the security supervisor through the most expeditious means possible. Provide written reports as required.
 - h. Direct persons with lost and found items to OSCO, or take custody of items brought to the post and turn them in to OSCO.
 - i. Respond to alarms as dispatched by HQ Post 1, the security supervisor, Contract Manager, OSCO, or FPS. Request assistance if necessary. Log and report all alarm incidents on the electronic or hardcopy SOR. Response to security alarms for the Duty Scheduling Center (DSC), JTS rooms, BMS room, or Personnel Security Office shall be priority.
 - j. Respond to other security-related events as directed by HQ Post 1, the security supervisor, Contract Manager, or OSCO.
 - k. Provide officer break relief or post assistance as directed.
 - l. Perform patrols at random frequencies in an effort to not establish a pattern.
 - m. Perform other duties as assigned by the security supervisor, Contract Manager, or OSCO
 - n. Maintain radio contact with HQ Post 1 during foot patrols to the extent possible.
 - o. Ensure the doors at the Headquarters building secure automatically in the ProWatch security system at 1800 hours on normal weekdays. After 1800 hours, this post shall conduct a check of all exterior doors to ensure they are secure and the security system is working properly.
- iv. Headquarters Security Post 3 (Currently not active)
- i. Description of Post
 - 1. OSCO may request activation and manning of this post for contingency operations, specific security conditions (SECONs), or other security needs. This post shall not be occupied unless directed by OSCO. When activated, this shall be a one-person post manned by an armed, uniformed security officer, up to 24

hours per day, 7 days per week. Specific duties and hours for this post will be described at the time it is activated.

v. Headquarters Security Post 4 (Currently not active)

i. Description of Post

1. OSCO may request activation and manning of this post for contingency operations, specific security conditions (SECONs), or other security needs. This post will not be occupied unless directed by OSCO. When activated, this shall be a one-person post manned by an armed, uniformed security officer, up to 24 hours per day, 7 days per week. Specific duties and hours for this post will be described at the time it is activated.

vi. Headquarters Security Post 5

i. Description of Post

1. This post monitors access to the BPA Headquarters at the east entry. This is a one-person post, operated by an armed, uniformed security officer, 12 hours per day, Monday through Friday, excluding designated government holidays or as indicated by OSCO during higher security condition (SECON) status. The security officer shall be equipped with a portable radio, magnetic wand, x-ray machine, magnetometer and other equipment necessary to perform the required security services. The primary responsibility of this post is to ensure all visitors and their hand-carried items entering the BPA Headquarters are properly screened prior to entering the facility.

ii. Designated Shifts

1. There shall be one shift per day established for this post. The hours of this shift are 0600-1800. Contractor proposed hours of operation may be modified under approval of the COR.

iii. Post Duties.

1. Officers shall perform the following:
 - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures. Functional checks of the magnetometer, hand-held wand, and x-ray machine shall be conducted and documented in accordance with established procedures.
 - b. Identify visitors and determine their need to enter the facility.
 - c. Screen visitors by using the magnetometer (or hand-held magnetic wand). Screen hand-carried items in the possession of visitors by using the x-ray machine or visual inspection. Employees entering the BPA Headquarters may be subject to screening at the direction of OSCO. OSCO may introduce new equipment or technology for screening personnel entering the facility. Security officers shall be properly trained on new equipment or technology introduced prior to use with verification of training annotated in the officer's individual training record.
 - d. Check for appropriate identification badge on persons entering the lobby area from outside BPA controlled space.
 - e. Inform all visitors firearms and other weapons are prohibited and ask all visitors if they are carrying any firearms or other weapons. If any individual is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures.

The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The officer shall immediately initiate reporting the incident to the security supervisor.

- f. React or respond to security incidents occurring in the lobby area of the Headquarters building posing a threat to personnel and/or property.

vii. Headquarters Security Post 6

i. Description of Post

1. This is a one-person post occupied by an armed, uniformed security officer 12 hours per day, Monday through Friday, excluding government holidays. The post is located in the lobby of the BPA headquarters building. The security officer is responsible for ensuring only authorized personnel enter the Headquarters facility by verifying the identification badges of all persons entering the building from the lobby and ensuring badges are worn properly. This post may be unarmed in accordance with Section 13.b "Exceptions" in this Statement of Work. The primary responsibility of this post is to ensure all persons entering the building from the lobby area have appropriate identification badge and access authorization.

ii. Designated Shifts

1. Monday thru Friday, 0600 to 1800, except designated government holidays. Hours of operation may be modified following COR approval prior to making the change.

iii. Post Duties

1. Officers shall perform the following:
2. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
3. Ensure all persons entering the building from the lobby area have the appropriate identification badge (to include visitor badges).
4. Respond to all instructions from HQ Post 1, the shift supervisor, Contract Manager, or OSCO staff.
5. Request assistance when necessary from the HQ Post 2 security officer during periods of heavy pedestrian traffic in the lobby.
6. Use any additional equipment introduced by OSCO for screening and/or verification of personnel entering the facility.
7. Observe HQ Post 5 and provide assistance if necessary when prohibited items are identified during visitor screening.
8. React or respond to security incidents occurring in the lobby area of the Headquarters building posing a threat to personnel and/or property.
9. Monitor personnel entering the building from the west entrance, ensuring only authorized personnel enter the building and others are directed to HQ Post 5 for screening.

viii. Headquarters Security Post 7 (B1 Loading Dock Doors)

i. Description of Post

1. This is a one-person post occupied by an armed, uniformed security officer 10 hours per day, Monday through Friday, excluding designated government holidays.
- ii. Designated Shift
 1. Monday thru Friday, 0600 to 1600, except designated government holidays. Contractor proposed Hours of operation require prior approval of the COR.
- iii. Post Duties
 1. Officers shall perform the following:
 - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - b. Ensure only authorized personnel gain entry into the BPA Headquarters through the B1 Loading Dock Doors.
 - c. Ensure all persons entering the building from the lobby area have the appropriate identification badge (to include visitor badges).
 - d. Conduct general and emergency access control and prevent intrusions.
 - e. Observe the area for unusual or suspicious activity, vehicles and items and immediately report all such activity to HQ Post 1, who, in turn, will make appropriate notifications to the security supervisor, FPS, Contract Manager, and OSCO.
 - f. Respond to all instructions from HQ Post 1, the shift supervisor, Contract Manager, or OSCO staff.
 - g. Request assistance when necessary from the HQ Post 2 security officer during periods of heavy pedestrian traffic in the lobby.
- ix. Headquarters Security Post 8
 - i. Description of Post
 1. This is a one-person post occupied by an armed, uniformed security officer 12 hours per day, Monday through Friday, excluding designated government holidays. This post is located on N.E 9th Street on the west side of the Headquarters building at the garage entry ramp. Along with HQ Post 9, this post serves as the primary access control point for vehicular entry into the Headquarters garage. This officer shall be trained and competent to operate the bollard system during normal and emergency operations. This officer shall be equipped with all standard equipment plus an ANSI 207 compliant Public Safety Vest for Security and other equipment necessary to perform required security services. The officer assigned to this post shall be capable of assuming the duties of HQ Post 9. The primary responsibility of this post is ensuring only authorized personnel gain entry into the BPA Headquarters through the parking garage/basement area.
 - ii. Designated Shift
 1. Monday thru Friday, 0600 to 1800, except designated government holidays. Contractor proposed hours of operation may be modified under approval of the COR.
 - iii. Post Duties
 1. Officers shall perform the following:

- a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - b. Ensure only authorized personnel gain entry into the BPA Headquarters parking garage/basement area. All individuals seeking access are required to have proper identification for authorized unescorted access to enter the BPA Headquarters or 911 building.
 - c. Conduct general and emergency access control and prevent intrusions.
 - d. Observe the area for unusual or suspicious activity, vehicles and items and immediately report all such activity to HQ Post 1, who, in turn, will make appropriate notifications to the security supervisor, FPS, Contract Manager, and OSCO.
 - e. Inform all delivery or Facilities Vendors requesting entrance that firearms and dangerous weapons are prohibited and ask them if they are carrying any firearms or other dangerous weapons. If any individual is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The officer shall immediately report the incident to HQ Post 1, who, in turn, will make appropriate notifications to the security supervisor, FPS, Contract Manager, and OSCO.
 - f. Coordinate with HQ Post 9 to conduct periodic exterior building patrols of the Eastside Federal Complex (905 and 911 buildings). When the HQ Post 9 officer is unarmed in accordance with Section 13.b "Exceptions," these patrols shall be conducted only along the west side of the building, from NE Lloyd Blvd. to NE Holladay, with HQ Post 8 keeping in visual contact with HQ Post 9. When HQ Post 9 is armed, these patrols shall extend to the full perimeter of the building as long as radio contact is properly maintained. OSCO will determine frequency of perimeter patrols.
 - g. Assist HQ Post 9 with conducting vehicle inspections according to current procedures as provided by OSCO. Assist HQ Post 9 with screening non-badged individuals entering the garage with limited access (e.g. – authorized vendors and delivery personnel).
 - h. Use any additional equipment introduced by OSCO
- x. Headquarters Security Post 9
- i. Description of Post
 - 1. This is a one-person post occupied by an armed, uniformed security officer 10 hours per day, Monday through Friday, excluding designated government holidays. This post is located on N.E 9th Street on the West side of the Headquarters building at the garage entry ramp. Along with HQ Post 8, this post serves as the primary access control point for vehicular entry into the Headquarters garage. This officer shall be trained and competent to operate the bollard system during normal and emergency operations according to Section 25.b of this SOW. This officer shall be equipped with all standard equipment plus an ANSI 207 compliant Public Safety Vest for Security and other equipment necessary to perform the required security services. The officer assigned to this post shall be capable of assuming the duties of HQ Post 8. This post may be unarmed in accordance with Section 13.b "Exceptions" of this Statement of Work. The primary responsibility of this post is to verify, process, inspect, control, and

monitor visitor and delivery vehicular traffic entering the building via the basement ramp entry on NE. 9th Avenue.

ii. Designated Shift

1. Monday thru Friday, 0600 to 1600, except designated government holidays. Contractor proposed hours of operation may be modified following approval of the COR.

iii. Post Duties

1. Officers shall perform the following:
2. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
3. Verify, process, screen, control, and monitor visitor and delivery vehicular traffic entering the building via the basement ramp entry on NE. 9th Avenue.
4. Conduct vehicle and personnel screening according to current procedures as provided by OSCO. Permit access to delivery vehicles to the B-1 loading dock for discharging cargo according to current procedures as provided by OSCO.
5. Ensure only authorized personnel gain entry into the BPA Headquarters parking garage/basement area. All individuals seeking access are required to have proper identification for authorized unescorted access to enter the BPA Headquarters or 911 building.
6. Conduct general and emergency access control and deter unauthorized intrusions.
7. Observe for unusual or suspicious activity, vehicles and items and immediately report all such activity to the HQ Post 1, who, in turn, will make appropriate notifications to the Security Supervisor, FPS, Contract Manager, and OSCO.
8. Inform all delivery or Facilities Vendors requesting entrance that firearms and dangerous weapons are prohibited and ask them if they are carrying any firearms or other dangerous weapons. If any individual is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The officer shall immediately report the incident to HQ Post 1, who, in turn, will make appropriate notifications to the security supervisor, FPS, Contract Manager, and OSCO.
9. Coordinate with HQ Post 8 to conduct periodic exterior building patrols of the Eastside Federal Complex (905 and 911 buildings). When the HQ Post 9 officer is unarmed in accordance with section 13.b "Exceptions," in this Statement of Work. Patrols shall be conducted only along the west side of the building, from NE Lloyd Blvd. to NE Holladay, keeping in visual contact with HQ Post 8. When HQ Post 9 is armed, these patrols shall be extended to the full perimeter of the building as long as radio contact is properly maintained. OSCO will determine frequency of patrols.
10. Use any additional equipment that is introduced by OSCO for the screening and/or verification of personnel entering the facility.

ii. SECURITY SERVICES FOR THE ROSS COMPLEX

i. General

- i. Standard security officer procedures shall apply to all Ross Complex security posts. Under the direction of OSCO, the Contractor shall establish procedures for monitoring the ingress and egress of commercial vehicles, visitors and vendors. The contractor shall maintain entry logs and visitor access procedures, as well as radio and telephone communications between the various posts, supervisors, BPA visitor/vendor sponsors, the Contract Manager, and OSCO as needed. Post hours shall be performed as indicated unless adjusted by OSCO. Posts directly supporting response to NERC CIP designated areas, or other critical assets, shall be familiar with the location of those areas, access requirements, and procedures for entry. All posts and patrols assigned to the Ross Complex shall be knowledgeable of building evacuation, shelter-in-place procedures, and other contingency procedures.
 - ii. Questions about physical security and access control policy shall be deferred to the Ross OSCO Physical Security Specialists.
- ii. Ross Security Post 1
 - i. Description of Post
 - 1. Ross Post 1 is a one-person post, operated by an armed, uniformed security officer 10 hours per day, Monday through Friday, 5 days per week except Federal Holidays. The security officer shall be equipped with necessary equipment to perform building security services and shall be familiar with use of the ProWatch security system for access control purposes. Ross Post 1 is located at the security console at the West entrance of the Dittmer Building. The primary responsibility of this post is to monitor and control access for the west entrance to the Dittmer building.
 - ii. Designated Shifts
 - 1. This post will operate 10 hours per day, 5 days per week Monday through Friday, except holidays. Hours of operation shall be from 0600 to 1600.
 - iii. Post Duties
 - 1. Officers shall perform the following:
 - 2. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - 3. Monitor the electronic verification of ID badges for authorized BPA and contract employees entering the Dittmer building through the physical access control system (PACS), which is currently the ProWatch system. Ensure established access control procedures are followed by all personnel.
 - 4. Serve as a primary processing point for vendors requiring escorted access to the Dittmer building.
 - 5. Direct other non-badged (external to BPA) visitors for the Dittmer building to enter through Ross Post 4, located at the East entrance, unless otherwise directed by OSCO.
 - 6. Issue appropriate visitor badges for vendors to the Dittmer building and temporary BPA/Contractor employee badges following established SOP's.
 - 7. Screen all vendors processing through this post for escorted entry to the Dittmer building for any dangerous weapons or prohibited items in accordance with established procedures. If weapon or other prohibited contraband is present or detected, the incident shall immediately be reported to Ross Post 9 AMS who will notify the Security Supervisor, Contract Manager, and OSCO.

8. Conduct inspections of all hand-carried items being carried into or out of the Dittmer building by vendors.
9. Conduct inspections of hand-carried items of employees as directed by OSCO.
10. Ensure the designated card-reader entrance doors (west lobby doors) are unlocked and the lobby lights are turned on at 0600 or when otherwise directed.
11. Ensure the designated card-reader entrance doors (west lobby doors) are secure and functioning properly upon completion of shift on normal duty days. After 1800 hours, this post becomes the primary entry point for the Dittmer building via card reader operation.
12. Use all equipment introduced by OSCO for access control or the screening of personnel entering the facility through this post. This includes the proper use of the Dittmer ProWatch system for monitoring electronic access verification to Dittmer.
13. Follow normal procedures established for Ross Post 4 in the event visitors are directed to process through this post.
14. Respond to PACS alarms associated with access control for the Dittmer building west entrance. Ensure all alarm activity associated with this post is entered in the ProWatch Event Log. Entries shall include alarm assessment, cause, and name of subject (if applicable).
15. Perform administrative duties by maintaining electronic and/or hardcopy documentation such as security alerts, daily visitor logs for Dittmer, and any other documentation deemed necessary by the Contractor or OSCO. Conduct other administrative duties as assigned by the Contract Manager or OSCO.
16. Provide assistance to the Alarm Monitoring Station (AMS, Ross Post 9) by monitoring CCTV systems for the Ross Complex.
17. Perform security procedures as directed by OSCO and/or the Contract Manager. Procedures for this post may be changed BY OSCO as needed.

iii. Ross Security Post 2

i. Description of Post

1. Security Ross Post 2 is dedicated to the Construction Services Building (CSB, building Z-610) and surrounding parking lots. This post is occupied by an armed, uniformed security officer, but may be unarmed in accordance with Section 13.b "Exceptions" in this Statement of Work. This post combines a stationary post and foot patrol. The security officer shall be equipped to perform the security services required at this location.

ii. Designated Shifts:

1. Perform a combination of stationary duties and foot patrol from 0600 – 1600 hours, Monday through Friday except holidays.

iii. General Post Duties

1. Officers shall perform the following:
 - a. This post is designated as an armed post except as noted in Section 13.b "Exceptions" in this Statement of Work. This is primarily a walking post located at the CSB building. The primary responsibility of this post is to monitor activity in and around the CSB building. The assigned officer shall conduct random foot patrols throughout the building and surrounding parking lots and shall maintain visible security presence.

- b. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
- c. Identify and process visitors. Conduct inspections of hand-carried items for visitors. OSCO may direct inspections of handcarried items on BPA employees.
- d. Provide assistance monitoring CCTV systems for the Ross Complex. The primary focus shall be the CSB building and surrounding areas.
- e. Ensure card-key operated doors function properly at the beginning of each shift. Place sign-in logs at the security desk by the entrance doors, and ensure the doors remain appropriately secured throughout the day.
- f. Investigate any alarm or malfunction condition related to the building. These situations shall be reported to the Alarm Monitoring Station (Ross Post 9) and the officer at this post shall take any necessary corrective actions.
- g. Conduct checks of the CSB room 104, as directed by OSCO. Checks shall be annotated on the Security Container Check Sheet (SF Form 702) located on the door.
- h. Inform visitors that firearms and dangerous weapons are prohibited and ask visitors if they are carrying any firearms or other dangerous weapons. If a visitor, or Contractor is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident shall immediately be reported to Ross Post 9 AMS who will notify the Security Supervisor, Contract Manager, and OSCO.
- i. This post shall be transported by a Ross Vehicle Patrol to and from their posting at the CSB building.

iv. Ross Security Post 3

i. Description of Post

- 1. Ross Post 3 is a one-person patrol, operated by an armed, uniformed security officer 24 hours per day, 7 days per week. The primary responsibility of this post is to provide patrol coverage for the Ross Complex.

ii. Designated Shifts

- 1. This post will be manned in three 8-hour shifts as follows:
 - a. Shift 1: 0000-0800
 - b. Shift 2: 0800-1600
 - c. Shift 3: 1600-2400

iii. Post Duties

- 1. Officers shall perform the following:
 - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - b. Patrol the Ross Complex to include external and internal patrols.

- c. Monitor the complex for trespassers, building security issues, and fire and safety hazards and report for correction.
- d. Conduct perimeter checks looking for fence line holes, damage, or suspected unauthorized entry.
- e. Notify Ross Post 9 that perimeter checks are being conducted.
- f. Assist Ross Post 5 with traffic control at the main gate as needed. Respond to the main gate as needed after hours to assist with entry control when Ross Post 5 is not manned and the gate is fully automated for access.
- g. Coordinate building and gate checks for the Ross Complex with Ross Post 8. Annotate the checks on a hardcopy building check sheet which is subsequently scanned and submitted to OSCO electronically.
- h. Respond to alarms. Check the cause of intrusion alarms or fire alarms, request assistance, and reset intrusion alarms if appropriate. If the equipment is malfunctioning, notify Ross Post 9. Record the activity in the SOR, and when necessary, complete an electronic Security Incident Report. Priority response shall be given to any evidence of intrusion or unauthorized access to the CSB room 104, NERC CIP areas, or other critical assets.
- i. Respond to other emergencies at the Ross Complex or Park Place office complex as required. Facilitate the entry of emergency vehicles and personnel when necessary. This may include controlling traffic and/or escorting emergency vehicles to the site of the emergency.
- j. Provide assistance to other security posts on the Ross Complex as needed.
- k. Coordinate patrols and security checks of the Park Place office complex with the Security Supervisor a minimum of once per shift. Patrols shall include an interior check of the office suites as well as an exterior patrol of the parking lots and parking structure.
- l. Assist with conducting foot patrols of the interior and exterior of the Dittmer building at least once during each shift. This check shall be recorded on the officer's SOR.
- m. Observe for facility-related problems and notify Ross Post 9 of discrepancies observed. Facility-related items include, but are not limited to, proper operation of automated gates, fence line damage, building damages or equipment failure, lighting outages, etc. Light poles not operating and fence line damage shall be reported by the patrol to Ross Post 9 who will notify Facilities Management.
- n. Unlock and/or lock designated perimeter gates. This may include responding to gate 16 to assist with an over-sized vehicle as necessary following the departure of the Ross Post 6 officer.
- o. Check the "Fog Test" laboratory area, the Technical Training building, and the line test and training area, the 345KV yard, Paul Johnson Substation, ABC parking lots, and Ross MHQ area (areas not within the fenced Ross Complex).
- p. Check the parking lots for security of parked vehicles. When patrol duties and time allows, perform random government vehicle checks for security and keys left in the vehicles.

- q. Raise and lower the flags at the Dittmer building. Flags shall be raised at sunrise and lowered at sunset daily, or otherwise directed.
 - r. Monitor road conditions on the Complex. Notify the Security Supervisor and Ross Post 9 AMS of inclement weather conditions.
 - s. Conduct patrols or checks as otherwise directed by the Security Supervisor, Contract Manager or OSCO.
 - t. Respond to assist BPA employees or Contractors with vehicle problems, escorts to vehicles, etc.
 - u. Assist in relief breaks and lunches for officers assigned to other Ross posts.
- v. Ross Security Post 4
 - i. Description of Post
 - 1. This is a one-person, fixed post occupied by an armed, uniformed security officer 12 hours per day, Monday through Friday, excluding holidays. The security officer assigned to this post shall be equipped with the necessary equipment to perform the required building security services and shall be familiar with the use of the Physical Access Control and Alarm System. Ross Post 4 is located at the security console at the East entrance of the Dittmer Building. The primary responsibility of this post is to monitor and control access for the East entrance to the Dittmer building, as well as manage and process visitors for the Dittmer Building and the Ross Complex in general.
 - ii. Designated Shifts.
 - 1. The hours of this post are Monday through Friday, 0600 – 1800 hours, except holidays.
 - iii. Post Duties
 - 1. Officers shall perform the following:
 - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - b. Monitor the electronic verification of ID badges for authorized BPA and contract employees. Ensure appropriate Access Control procedures are followed by personnel authorized unescorted access and by BPA escorts hosting visitors to the Dittmer Building.
 - c. Process and manage Visitor Access Requests for the Ross Complex, the Dittmer Building, and the Dittmer NERC CIP PSP. This shall include verifying that Foreign National (FN) visitors have been approved by OSCO.
 - d. Serve as the primary access and processing point for all non-badged (external to BPA) visitors for the Dittmer building and the Dittmer NERC CIP PSP following established SOP's.
 - e. Serve as an alternate processing point for vendors requiring escorted access to the Dittmer building or the Dittmer NERC CIP PSP (Ross Post 1 is primary).
 - f. Issue visitor badges and temporary BPA/Contractor employee badges following established SOP's.

- g. Screen all non-badged (external to BPA) visitors to the Dittmer building for dangerous weapons or prohibited items in accordance with established procedures. If a weapon or other prohibited contraband is present, the incident shall immediately be reported to Ross Post 9 AMS who will notify the Security Supervisor, Contract Manager, and OSCO.
 - h. Conduct inspections of hand-carried items being carried into or out of the Dittmer building by visitors and employees as directed by OSCO.
 - i. Ensure the east lobby doors are unlocked and the lobby display lights are turned on at 0600 or when otherwise directed. Turn on and inspect the walk-through metal detector for proper function, in accordance with established procedures.
 - j. Ensure the east lobby doors are secured at 1600 hours or when otherwise directed by OSCO personnel.
 - k. Train to properly use all equipment that is introduced by OSCO for access control or the screening of personnel entering the facility through this post, including the proper use of the Dittmer PACS for monitoring electronic access verification to the Dittmer building and Dittmer Building PSP.
 - l. Respond to alarms associated with the PACS for the Dittmer Building east entrance. Enter all alarm activity associated with this post in the PACS Event Log. Entries shall include alarm assessment, cause, and name of subject (if applicable).
 - m. Provide administrative support by maintaining documentation such as security alerts, daily Dittmer visitor logs, and any other documentation deemed necessary by the Contractor or OSCO. Conduct other administrative duties as assigned by the Contract Manager or OSCO.
 - n. Be knowledgeable of building evacuation, shelter-in-place, and other contingency procedures and assist Ross Post 9 when necessary.
 - o. Perform security procedures as directed by the Security Supervisor, Contract Manager, or OSCO.
- vi. Ross Security Post 5
- i. Description of Post
 - 1. This is a one-person post operated by an armed, uniformed security officer 12 hours per day, Monday through Friday, excluding holidays. Ross Post 5 is located at the main gate on North Road adjacent to District Office Building 1 (DOB-1). This post is the primary access point for employees and visitors to the Ross Complex. The primary responsibility of this post is to ensure only authorized personnel gain access to the Ross Complex. The officer assigned to this post shall coordinate and communicate with other security posts, maintaining smooth flow of traffic occurs and ensuring authorized vehicles, visitors, and vendors are traveling to their appropriate destinations. This post shall routinely communicate with the primary visitor processing post (Ross Post 4) in order to establish and or confirm the authorization of visitors.
 - ii. Designated Shifts
 - 1. This post shall be manned in 12-hour shifts 0600 – 1800, Mondays through Fridays except holidays.
 - iii. Post Duties
 - 1. Officers shall perform the following:

- a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
- b. Primary responsibility is to ensure only authorized personnel are permitted access to the Ross Complex through the main gate, including both vehicle and pedestrian traffic. Access shall be permitted to BPA federal and Contractor employees with valid identification badges.
- c. Control access of visitors and their vehicles, ensuring all occupants of the vehicle present proper photo identification. Conduct vehicle inspections, visitor screening, issuance of visitor badges, and log all visitors in accordance with established procedures.
- d. Conduct vehicle inspections in accordance with established procedures, or as directed by the Contractor Manager and approved in advance by OSCO.
- e. Permit access to individuals listed under the carpool program as directed by OSCO.
- f. Inform all visitors firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor, or Contractor is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident shall immediately be reported to the Security Supervisor, Contract Manager, and OSCO.

2. Vehicle Barriers and Security Procedures

3. Visitor lane vehicle barriers shall be opened only after the visitor vehicle and the visitor(s) are screened, determined to be free of contraband or prohibited items, verified for the visit and determined to be authorized on site access.
4. Immediately after allowing entry of authorized visitor vehicles, all visitor vehicle barriers shall be returned to the secure position prior to commencement of further visitor processing.
5. Vehicle Barrier and Security Procedures During Higher Threat Levels
6. All vehicle barriers shall remain active and engaged when higher threat conditions exist as directed by OSCO.
7. If a security officer or the on-duty Security Supervisor determines conditions exist warranting vehicle barriers to remain in the active and engaged position, the Security Supervisor shall notify the Contract Manager and OSCO immediately.

vii. Ross Security Post 6

i. Description of Post

1. This is a one-person post operated by an armed, uniformed security officer 8 hours per day, Monday through Friday, excluding holidays. This post is located at Gate 16 near the East Storage Yard. This post serves as the main entry point for commercial vehicles, delivery trucks, and other large vehicles. The primary responsibility of this post is to ensure only authorized vehicles and personnel gain access through the gate and are screened appropriately. The officer assigned to this post shall be adequately trained and familiar with vehicle inspection techniques. The officer must conduct inspections of large commercial vehicles, paying close attention and looking for suspicious items, contraband,

dangerous weapons including, but not limited to, explosives and bombs. The officer assigned to this post shall coordinate and communicate with other security posts and/or BPA personnel to ensure delivery authorization, maintain smooth flow of traffic.

ii. Designated Shift

1. This post shall be manned one shift per day, from 0700 to 1500.

iii. Post Duties

1. Officers shall perform the following:

- a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
- b. Ensure only authorized vehicles and personnel gain access through gate 16 and are screened appropriately.
- c. Direct visitors and employees in passenger vehicles around the exterior of the complex to the appropriate gate for entry.
- d. The security officer at this post shall provide directions to delivery drivers as needed.
- e. Issue appropriate temporary access badges and maintain a visitor log to annotate the visitors/commercial operators allowed through Gate 16.
- f. Allow large government vehicles whose drivers have valid BPA or other authorized government identification to proceed through the gate without inspection unless specifically directed by OSCO.
- g. Inform all visitors firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor or Contractor is carrying a weapon or other prohibited contraband, the officer shall act in accordance with site specific procedures. The security officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident shall immediately be reported to the Security Supervisor, the Contract Manager, and OSCO.

viii. Ross Security Post 7 (Currently not active)

i. Description of Post

1. This post is not active under normal circumstances and may be activated and manned for contingency operations, specific threat conditions, or other security needs. This post shall not be occupied unless directed by OSCO. When activated, this shall be a one-person post manned by an armed, uniformed security officer, up to 24 hours per day, 7 days per week. Specific duties and hours for this post will be described at the time it is activated.

ix. Ross Security Post 8

i. Description of Post

1. The Ross Complex vehicle patrol, Ross Post 8, is an armed, uniformed, one-person patrol on duty 24 hours per day 7 days a week. The primary responsibility of this post is to provide patrol coverage for the Ross Complex.
2. The officer assigned to this post shall coordinate patrol coverage with the Ross Post 3 security officer and communicate with other security posts to monitor site security.

ii. Designated Shifts

1. This post shall be manned in three 8-hour shifts as follows:

- a. Shift 1: 0000-0800
- b. Shift 2: 0800-1600
- c. Shift 3: 1600-2400

iii. Post Duties

1. Officers shall perform the following:

- a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
- b. Patrol the Ross Complex at random frequencies. This shall include external and internal patrols.
- c. Conduct perimeter checks, observing for fence line holes, damage, or suspected unauthorized entry.
- d. Notify Ross Post 9 when conducting perimeter checks and of any damaged location, intruders or other suspicious activity.
- e. Determine the cause of intrusion alarms or fire alarms, request assistance, and reset intrusion alarms if appropriate. If the equipment is malfunctioning, notify Ross Post 9. Assist as appropriate, but do not abandon other patrol duties. Record the activity electronically or hardcopy in the SOR and when necessary, complete an electronic incident report prior to departing for the day. Priority response shall be given to any evidence of intrusion or unauthorized access to the CSB Limited Area (room 104), NERC CIP areas, or other critical assets.
- f. Respond to other emergencies as required. Facilitate the entry of emergency vehicles and personnel. This may include controlling traffic and/or escorting emergency vehicles to the site of the emergency.
- g. Assist in monitoring vehicular traffic entering and departing the Ross Complex.
- h. Coordinate other patrol activities with Ross Post 3 and the Security Supervisor, to include patrol coverage for BPA's Park Place office complex leased space.
- i. This post shall provide continuous vehicle patrol of the Ross Complex when possible.
- j. Enter all incidents in the electronic or hardcopy Security Officer's Report and provide electronic reports as required to the Physical Security Team via email.
- k. Respond to assist BPA employees or Contractors with vehicle lock-outs, escorts to vehicles, etc.
- l. Perform other duties related to physical security as directed by the Security Supervisor, Contract Manager, or OSCO.

x. Ross Security Post 9 (Alarm Monitoring Station)

- i. This post falls under the U.S. Department of Labor, Wage Determination category of Alarm Monitor.
- ii. Description of Post

1. This post is located in the Alarm Monitoring Station (AMS) near the west entry to the Dittmer building. This is a one-person post, occupied by an armed, uniformed security officer 24 hours per day, 7 days per week. The security officer shall be equipped with the equipment necessary to perform the required security services.
 2. The primary responsibility of this post is to provide monitoring of security alarm systems not associated with BPA's NERC CIP sites, CCTV systems, and remote security systems at all hours and under all conditions. In addition to these duties, this post shall be familiar with duties related to Ross Post 10, providing backup for Ross Post 10 when necessary. This shall include monitoring designated NERC CIP sites and interacting with personnel regarding access control and security issues relating to those sites.
- iii. Designated Shifts
1. This post shall be manned in three 8-hour shifts as follows:
 2. Shift One: 0000 – 0800
 3. Shift Two: 0800 – 1600
 4. Shift Three: 1600 – 2400
- iv. Post Duties
1. Officers shall perform the following:
 - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - b. Monitor security alarm systems, physical access control systems (PACS), and CCTV systems for the Ross Complex, to include the Federal Credit Union at the Plant Services Building, the Dittmer Building and Dittmer Control Center (in the absence of Ross Post 10), Headquarters, and other field sites as determined by OSCO. This shall also include the monitoring of security systems and CCTV systems at the Eugene Starr Complex as outlined in established procedures as well as NERC CIP field sites in the absence of Ross Post 10 due to breaks.
 - c. Use established procedures for responding to emergency situations or alarm activations. When necessary, the AMS officer shall dispatch appropriate patrols and contact the Clark County Regional Communications Agency to report emergency situations at the Ross Complex or Park Place office complex. The Contract Manager and OSCO shall be notified when outside agencies are contacted to respond.
 - d. Notify local law enforcement, the Contract Manager, and OSCO in the event of suspicious or criminal activities in accordance with Standard Operating Procedures.
 - e. Follow established procedures in response to alarms or other emergency situations occurring at field sites and notify the appropriate BPA Control Center (Dittmer or Munro).
 - f. Serve as a command and control/communications function for all posts and patrols. Dispatch patrols/security officers as needed to support daily security operations. Communicate information to patrols regarding any unusual or suspicious activity.
 - g. Conduct periodic radio checks of all security posts. Communications checks shall be made by radio every hour during daylight hours and

every 30 minutes during hours of darkness. During increased threat levels, communications checks shall be conducted every 30 minutes. The frequency of communications checks may be changed by OSCO.

- h. Maintain the electronic Security Desk Blotter, listing security-related activity and information for a 24-hour time period. Formatting or content of specific blotter entries may be added or changed by OSCO.
 - i. Perform other administrative functions such as, but not limited to, maintaining hard copies and electronic copies of Security Checklists, Standard Operating Procedures, Security Alerts, Termination Advisories, Call-Down Lists, Incident Reports, and Duty Officer Schedules. When necessary, disseminate by e-mail Access Revocation Notices via established procedures. Record and maintain CCTV recordings of security-related incidents. Write and submit incident reports when applicable.
 - j. Act as the primary point of contact for any Dittmer building access for employees and Contractors after Ross Post 1 and Ross Post 4 has closed for the day, including weekends and holidays.
 - k. Issue and collect keys to authorized personnel as determined by OSCO.
 - l. Record information pertaining to false and nuisance alarms for security systems in accordance with established procedures. Report problems with alarm system or CCTV system hardware or software in accordance with established procedures.
 - m. Assist with security system testing of BPA alarmed sites by providing alarm monitoring support and records during and following testing.
 - n. Notify appropriate personnel during inclement weather in accordance with established procedures. Additional duties may include updating the BPA Emergency Information web site to reflect possible building closures or delayed openings.
 - o. Maintain communications with the BPA nurse at the Ross Complex and Park Place office complex, making notifications to the nurse for emergency medical situations during normal business hours. This may include cell phone or radio communications.
 - p. Maintain familiarity with operating and sending emergency notifications through the designated Emergency Notification System (ENS).
 - q. Answer the Federal Crime Witness Hotline.
- xi. Ross Security Post 10 (AMS) – NERC Systems
- i. This post falls under the U.S. Department of Labor, Wage Determination category of Alarm Monitor.
 - ii. Description of Post
 - 1. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or efficiencies in accordance with established procedures.
 - 2. This post is located in the Alarm Monitoring Station (AMS) near the west entry to the Dittmer building. This is a one-person post, occupied by an armed, uniformed security officer 16 hours per day, Monday through Friday, excluding holidays. At BPA's discretion, the option to convert this post to 24 hours per day, 7 days per week, may be exercised. The security officer shall be equipped with the equipment necessary to perform the required security services.

3. The primary responsibility of this post is to provide monitoring of NERC CIP security alarm systems, PACS, and CCTV systems under all conditions. This post serves as the primary point of contact with BPA personnel regarding access control and security of designated NERC CIP field sites and facilities. Additionally, this post will provide backup to the Ross Post 9 AMS officer. This post serves as a primary point of contact for any Dittmer building NERC CIP PSP access issues for employees and Contractors.

iii. Designated Shifts

1. As a 16-hour post, this post shall be manned in two 8-hour shifts as follows:
 - a. Shift One: 0600 – 1400
 - b. Shift Two: 1400 – 2200

iv. Post Duties

1. Officers shall perform the following:
 - a. Monitor security alarm systems and CCTV systems for all designated NERC CIP sites and facilities, to include the Dittmer building NERC CIP PSP (Dittmer Control Center).
 - b. Be familiar with all Ross Post 9 duties and provide backup as necessary for monitoring non-NERC CIP sites. This includes the Ross Complex, the Federal Credit Union at the Plant Services Building, Headquarters, and other field sites as determined by OSCO. This shall also include the monitoring of security systems and CCTV systems at the Eugene Starr Complex as outlined in established procedures.
 - c. Use established SOP's and procedures for responding to emergency situations or alarm activations associated with NERC CIP sites. When necessary, Ross Post 10 shall dispatch appropriate patrols and contact the Clark County Regional Emergency Communications Agency to request response from outside agencies for situations at the Ross Complex. The Contract Manager and OSCO shall be immediately notified when outside agencies are contacted to respond.
 - d. Following Standard Operating Procedures notify local law enforcement, the Contract Manager, and OSCO in the event of suspicious or criminal activities.
 - e. Follow established procedures relating to NERC CIP sites and contact the appropriate BPA Control Center (Dittmer or Munro) in response to alarms or other emergency situations occurring at NERC CIP field sites.
 - f. Respond to ProWatch alarms associated with NERC CIP sites and follow established response procedures. Enter all alarm activity associated with NERC CIP sites in the ProWatch Event Log. Entries shall include alarm assessment, cause, and name of subject (if applicable).
 - g. In the absence of Ross Post 9, serve as a command and control/communications function for all posts and patrols. Dispatch patrols/security officers as needed to support daily security operations. Communicate information to patrols regarding any unusual or suspicious activity.
 - h. In the absence of Ross Post 9, conduct periodic radio checks of all security posts. Communications checks shall be made by radio every hour. During increased threat levels, communications checks shall be

conducted every 30 minutes. The frequency of communications checks may be changed by the Contract Manager or OSCO.

- i. Maintain the NERC CIP Security Desk Blotter, listing security-related activity for NERC CIP sites for a 24-hour time period. Formatting or content of specific blotter entries may be added or changed by OSCO. This electronic blotter shall be submitted daily via email to OSCO.
- j. Perform other administrative functions associated with the monitoring of NERC CIP sites such as, but not limited to, maintaining electronic and/or hard copies of Weekly Alarm Mask Outage Log, NERC Physical Security Perimeter (PSP) Alternate Access Log, Call-Down Lists, NERC Reports, and Duty Officer Schedules. Record and maintain CCTV clips and generate CD-ROMs of NERC CIP security-related incidents. Write and submit electronic incident reports as applicable.
- k. Act as the primary point of contact for any Dittmer building PSP access issues for employees and Contractors.
- l. Electronically document false and nuisance alarms for NERC CIP security systems in accordance with established procedures. Electronically report problems with alarm system or CCTV system hardware or software in accordance with established procedures.
- m. Assist with security system testing as directed.
- n. Maintain familiarity with operating and sending emergency notifications through the Emergency Notification System (ENS).
- o. Perform patrols of the Dittmer building, Dittmer Control Center, and Dittmer building exterior when directed by OSCO. When possible, Ross Post 10 may act as the primary response element for security issues associated with the Dittmer building or Dittmer building PSP.

iii. BPA PARK PLACE LEASED OFFICE COMPLEX SECURITY POST 1

i. Description of Post

- i. This post shall be a one person post occupied by an armed, uniformed security officer at BPA Park Place office complex leased office space, located at 7500 NE 41st Ave., Vancouver, WA 98662.
- ii. This post shall be manned 12 hours per day, Monday through Friday, except federal holidays or as otherwise directed by OSCO. This post may be unarmed as allowed under arming Section 13.b "Exceptions" unless circumstances associated with the activation of this post warrants no exception as determined by OSCO.
- iii. The primary responsibility of this post is to monitor access to the BPA controlled areas, patrol the facility and adjacent public areas.
- iv. Questions about physical security and access control policy shall be deferred to the Ross Physical Security Specialists.

ii. Designated Shifts

- i. This post shall be manned in one 12-hour shift from 0600 – 1800 Monday through Friday, except designated federal holidays.
- ii. Additional hour requirements or posts may be added at the discretion of OSCO.

iii. Post Duties

- i. Officers shall perform the following:

- ii. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - iii. Perform interior and exterior patrols of designated buildings throughout the shift. The officer shall conduct patrols of the complex, parking areas, garages, etc. Interior patrols shall include random foot patrols of the various work areas of the buildings occupied by BPA. Officers shall inspect stairwells, work areas, restroom facilities, lobbies and entrances. The officer is expected to verbally interact with employees while performing their rounds, thus giving the employees a sense of active security operations.
 - iv. Remain alert for unusual, suspicious, or unauthorized activities in, around, and throughout the Park Place office complex area.
 - v. Monitor personnel traffic entering, exiting, and inside buildings.
 - vi. Monitor activities in the main lobbies of buildings maintaining safety and security of BPA work areas.
 - vii. Respond to emergency situations involving the Park Place office complex. Notify the BPA nurse for medical emergencies during normal business hours. This post shall be familiar with emergency evacuation procedures for the Park Place office complex buildings occupied by BPA personnel.
 - viii. Verify identities of individuals entering BPA work areas as necessary. When necessary, remind BPA staff members to properly display their ID in accordance with established procedures. Immediately report uncooperative personnel to the Dittmer AMS who will notify the Contract Manager and OSCO via telephone.
 - ix. Notify BPA Facilities using [web request](#) for Service Requests, FacilitiesOperationsCallCenter@bpa.gov email or call 360-418-2070 if problems exist with the doors.
 - x. Maintain communications with the AMS (Ross Post 9) for the Ross Complex.
- iv. EUGENE STARR COMPLEX SECURITY POSTS 1 and 2
- i. General Information
 - i. Two security posts (Celilo Post 1 and Celilo Post 2) are assigned for the Eugene C. Starr Complex, located in The Dalles, Oregon. These posts shall be manned by armed and uniformed security officers/supervisors. An Exception to this shall be for Celilo Post 1, which may be unarmed as allowed in section 13.b of this statement of work "Exceptions," but only during day shift hours while Celilo Post 2 is on duty as well. The unarmed status of Celilo Post 1 may not exceed 45 calendar days without approval of the COR.
 - ii. A Security Supervisor shall be assigned to the complex, on duty from 0800 to 1600 and shall assume duties as either Celilo Post 1 or Celilo Post 2 in addition to performing supervisory duties. When Celilo Post 1 is occupied by an unarmed security officer, the Security Supervisor shall occupy Celilo Post 2.
 - iii. All officers assigned to the Eugene Starr Complex shall be trained and capable of operating the various security systems, CCTV systems, and remotely controlled gates prior to assuming the post. All officers assigned to the Eugene Starr Complex shall possess a valid Non-Electrical Worker Energized Access Permit, required for entering energized areas.
 - iv. All officers assigned to the Eugene Starr Complex shall be familiar with designated NERC CIP areas on the complex and access requirements associated with NERC CIP areas.
 - v. Under the direction of OSCO, the Contractor shall establish Standard Operating Procedures (SOP) specific to the Eugene Starr Complex. These procedures shall

facilitate compliance with BPA requirements and the operation of the security systems, CCTV systems, alarm response, operation of remotely controlled gates, and other systems as they are implemented. Vehicle inspections shall be conducted in accordance with approved SOPs.

- vi. Questions about physical security and access control policy shall be deferred to the South Region Physical Security Specialist or other OSCO Physical Security Specialists.

ii. Post Descriptions

i. Celilo Post 1

1. The primary responsibility of this post is to monitor access to the Starr Complex via access control systems and CCTV systems, address alarms associated with security systems and remotely operate gates as needed. This post may be temporarily unarmed (Day Shift Only) in accordance with Section 13.b of this statement of work to facilitate security officer licensing requirements.

ii. Celilo Post 2

1. The primary responsibility of this post is to conduct vehicle patrols, building foot patrols, incident response, vehicle inspections, and visitor access control. This post shall be assumed by the Security Supervisor.

iii. Designated Shifts

1. Celilo Post 1

- a. 24 hours per day, seven days per week and posted as follows:
- b. Shift One: 0800-1600
- c. Shift Two: 1600-0000
- d. Shift Three: 0000-0800

2. Celilo Post 2

- a. Posted 0800 – 1600, Monday through Friday, except holidays
 - i. Alternative Schedule: 1600-0800 Off duty hours this post may be manned for patrol duties upon BPA request.

iv. Post Duties

1. Officers shall perform the following:

2. Celilo Post 1

- a. Act as the primary post to monitor physical access and security-related activity via CCTV systems.
- b. Use established procedures for responding to emergency situations, alarm activations, suspicious activity, or criminal incidents. When necessary, dispatch Celilo Post 1 and contact the Wasco County Emergency Dispatch (911), to request response from outside agencies for situations at the Eugene Starr Complex. Notify the Contract Manager and OSCO when outside agencies are contacted to respond.
- c. Respond as necessary to assist Celilo Post 2 in performing site-related duties or incident responses. Conduct patrols, access control, and assist as necessary for visitor access and vehicle inspections. Contact the AMS (Ross Post 9) prior to leaving this post to assist Celilo Post 2.

- d. Maintain the Security Desk Blotter, listing security-related activity and information for a 24-hour time period. Formatting or content of specific blotter entries may be added or changed by OSCO.
 - e. Maintain communications with Ross Post 9 (AMS) through procedures established for communications checks.
 - f. Conduct random patrols throughout the complex (a minimum of one every three hours and no less than three patrols in an eight-hour shift).
 - g. Conduct vehicle inspections as applicable or directed by an OSCO Physical Security Specialist.
 - h. Respond to observed suspicious activity, as directed by the Security Supervisor or as reported by employees.
 - i. Respond to and investigate alarms on the complex.
 - j. Assist Celilo Post 2 as required.
 - k. Report suspicious activity to the Dittmer AMS. During shift two and shift three, after normal complex business hours, post shall report activity directly to local law enforcement in the event of an emergency and notify the Dittmer AMS as soon as practical.
 - l. Operate CCTV and alarm systems during certain hours as directed by the Security Supervisor. Notify the AMS (Ross Post 9) when leaving these systems unattended to conduct patrols.
3. Celilo Post 2, Supervisor
 4. Serve as the immediate emergency security response to administrative and management staff at the complex and referring non-emergency contact to OSCO.
 5. Perform functions such as standing post (Celilo Post 1 or Celilo Post 2), monitoring physical access and CCTV systems, and patrolling and responding to security incidents, other emergencies, or inspection of vehicles entering the complex as needed.
 6. Ensure compliance with all applicable portions of this statement of work as well as requirements for NERC CIP designated areas.
 7. Issue site specific temporary badges for visitors or employees who have forgotten their badge.
 8. Ensure all security incidents are reported to the Contract Manager and OSCO immediately via telephone followed by an emailed electronic Security Incident Report.
 9. Ensure Security Officer Reports and the daily Security Desk Blotter are accomplished in accordance with established directives.
 10. Assist, relieve, and train officers as needed.
 11. Perform other administrative functions such as, but not limited to, maintaining hard copies and/or electronic copies of Security Checklists, Standard Operating Procedures, Security Alerts, Termination Advisories, Call-Down Lists, Incident Reports, and Duty Officer Schedules. When necessary, record and maintain CCTV clips of security-related incidents that meet evidentiary requirements. Write and submit incident electronic reports when applicable.
 12. Record information pertaining to false and nuisance alarms for security systems in accordance with established procedures. Report problems with alarm system

or CCTV system hardware or software in accordance with established procedures.

13. When manned during BPA off duty hours, to include weekends and holidays this post shall provide a combination of patrol duties on the Eugene Starr Complex.

v. SECURITY SERVICE FOR MUNRO COMPLEX

- i. BPA's Munro Control Center (MCC) and Munro Alternate Scheduling Center (MSC), co-located in Mead, Washington, is a Tier I critical asset for the agency's ability to maintain electrical reliability and stability for the region

i. General Information

1. Standard security officer procedures shall apply to all Munro Complex security posts. Under the direction of OSCO, the Contractor shall establish OSCO approved procedures for monitoring the ingress and egress of commercial vehicles, visitors and vendors to ensure persons or vehicles travel only to their authorized destinations and exit the complex in a timely manner. Officers shall maintain entry logs and visitor access procedures, as well as radio and telephone communications between the various posts, supervisors, BPA visitor/vendor sponsors, the Contract Manager, and OSCO as needed. Posts directly supporting response to NERC CIP designated areas, or other critical assets, shall be familiar with the location of those areas, access requirements, and procedures for entry. All posts and patrols assigned to the Munro Complex shall be knowledgeable of building evacuation, shelter-in-place procedures, and other contingency procedures.
2. Under the direction of OSCO, the Contractor shall develop prescribed Standard Operating Procedures (SOP's) specific to the MCC/MSC. These procedures shall facilitate compliance with BPA requirements and the operation of the security systems, CCTV systems, alarm response, operation of remotely controlled gates, and other systems as they are implemented.
3. MCC/MSC shall have two (2) operational security posts (Munro Post 1 and Munro Post 2) to support the facility security posture. These posts shall be manned by armed and uniformed security officers. Questions about physical security and access control policy shall be deferred to the East Region Physical Security Specialist or other OSCO Physical Security Specialists.

ii. Munro Post 1, Munro Alarm Monitoring Station (AMS)

1. This post falls under the U.S. Department of Labor, Wage Determination category of Alarm Monitor.
2. Description of Post
 - a. This post is located inside the Munro Scheduling Center facility, alternate Alarm Monitoring Station (AMS). This shall be a one-person post, occupied by an armed, uniformed security officer 24 hours per day, 7 days per week. The security officer shall be equipped and trained as necessary to perform the required security services.
 - b. The primary responsibility of this post shall be to provide monitoring of security alarm systems associated with the Munro facility and BPA's NERC CIP facilities, to include associated CCTV systems and remote security systems at all hours and under all conditions (similar to Ross Post 9 & 10). This post shall be familiar with duties related to Ross Posts 9 and 10, providing backup for these posts when necessary. This post shall interact with local site and field personnel regarding access control

and security issues following established procedures approved by OSCO relating to MCC/MSC as well as monitored field sites.

3. Designated Shifts

- a. This post shall be manned in three 8-hour shifts as follows:
 - i. Shift One: 0000 – 0800
 - ii. Shift Two: 0800 – 1600
 - iii. Shift Three: 1600 – 0000

4. Post Duties

- a. Officers shall perform the following:
- b. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
- c. Monitor security alarm systems and CCTV systems for all designated NERC CIP sites and facilities, in addition to the MCC/MSC. Assess and document alarm activity according to established SOP's.
- d. Maintain familiarity with all Ross Post 9 and Ross Post 10 duties. Provide backup as necessary for monitoring facilities and sites falling under the responsibility of Ross Post 9 and Ross Post 10.
- e. Use established SOP's and procedures for responding to emergency situations or alarm activations, to include those alarms associated with NERC CIP facilities. Dispatch appropriate patrols and contact the local regional emergency communications agency (911) to request response from outside agencies for situations at the MSC/MCC complex. The Security Supervisor, Contract Manager and OSCO shall be notified when outside agencies are contacted to respond.
- f. Notify local law enforcement, Security Supervisor, the Contract Manager, and OSCO in the event of suspicious or criminal activities in accordance with Standard Operating Procedures.
- g. Follow established procedures relating to NERC CIP sites and contact the appropriate BPA Control Center (Dittmer or Munro) in response to alarms or other emergency situations occurring at field sites.
- h. Respond to and electronically document alarms associated with NERC CIP sites and follow established response procedures. Documentation shall include alarm assessment, cause, name of subject (if applicable) and security status of site.
- i. Communicate with Munro Post 2 as needed to support daily security operations for MCC/MSC. Communicate information to Munro Post 2 regarding any unusual or suspicious activity.
- j. Conduct periodic communication checks with Munro Post 2. Communications checks shall be conducted every hour. During increased threat levels, communications checks shall be conducted every 30 minutes. The frequency of communications checks may be changed by OSCO.
- k. Conduct communication checks with the Ross AMS. Communication checks shall be conducted hourly during non-duty hours to include weekends and holidays.

- i. Maintain the NERC CIP Security Desk Blotter, listing security-related activity for NERC CIP sites for a 24-hour time period. Formatting or content of specific blotter entries may be added or changed by OSCO. This blotter shall be electronically submitted daily to OSCO.
 - m. Perform other administrative functions associated with the monitoring of NERC CIP sites such as, but not limited to, maintaining electronic and hard copies of Weekly Alarm Mask Outage Log, NERC Physical Security Perimeter (PSP) Alternate Access Log, Call-Down Lists, NERC Reports, and Duty Officer Schedules. Record and maintain CCTV clips and generate Video Clips of NERC CIP security-related incidents. Write and submit incident reports as applicable.
 - n. Electronically Record information pertaining to false and nuisance alarms for NERC CIP security systems in accordance with established procedures. Report problems with alarm system or CCTV system hardware or software in accordance with established procedures.
 - o. Assist with security system testing of BPA HQ, Ross Complex and Vancouver Mall locations, also support OSCO Physical Security Specialists during alarm system testing.
 - p. Maintain familiarity with operating and sending emergency notifications through the Emergency Notification System (ENS).
 - q. Perform a combination of alarm monitoring duties and Emergency Notification System duties associated with Continuity of Operations activities.
 - r. When performing Continuity of Operations duties, Munro Post 1 shall coordinate with the Ross AMS when leaving post to ensure continuity of field site alarm system monitoring.
- iii. Munro Post 2, Supervisor/Patrol
 - 1. Description of Post
 - a. The post shall be manned 12 hours per day 5 days a week.
 - b. During below listed duty hours this post shall be occupied by a supervisor who is armed and uniformed 12 hours per day, 5 days per week, with the exception of federal holidays. The Security Supervisor shall be equipped and trained as necessary to perform the required supervisory and security services functions.
 - c. The primary responsibility of this post is to support daily security officer operations for the MCC/MSC facility and shall also conduct foot/vehicle patrols, incident/alarm response, visitor access control, vehicle inspections, and shall ensure only authorized personnel obtain access through the perimeter of the facility using OSCO approved processes.
 - d. This post shall remain highly visible in the area around MCC/MSC when not performing supervisory duties. This post shall refer questions about policy or process regarding access control, security issues, and daily security operations to the East Region Physical Security Specialist or other OSCO Physical Security Specialists.
 - e. When manned during BPA off duty hours, to include weekends and holidays this post shall provide a combination of AMS support activities including monitoring surveillance and alarm systems at NERC CIP and Non NERC CIP sites. This post shall also provide off duty hours patrol of

the Munro Complex with primary focus in supporting NERC CIP site monitoring.

2. Designated Shifts

- a. This post shall be manned in 12-hour shifts as follows:
 - i. Day Shift: 0600 – 1800
 - ii. Alternative Schedule: Off duty hours this post may be manned for patrol and AMS duties upon BPA request.

3. Post Duties

- a. Officers shall perform the following:
- b. Perform supervisory duties of security officers in accordance with this SOW as applicable to location.
- c. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies to Contract Manager, OSCO and send notification to BPA Service Tracking in accordance with established procedures.
- d. Process and screen visitors entering the complex in accordance with established procedures.
- e. Conduct vehicle inspections in accordance with established BPA requirements and current procedures approved by OSCO.
- f. Respond to and investigate alarms on the complex.
- g. Respond to suspicious activity as observed or dispatched, or as reported by employees.
- h. Assist Munro Post 1 as required.
- i. Report suspicious activity to Munro Post 1, the Contract Manager and OSCO.
- j. Inform all visitors firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor, or Contractor is carrying a weapon or other prohibited contraband, the officer shall act in accordance with established procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident shall immediately be reported to Munro Post 1 and OSCO.

4. Vehicle Barriers and Security Procedures

- a. During normal duty hours, 0600 – 1800 on weekdays, the outer facility vehicle gate shall remain open, unless otherwise directed by OSCO, or if emergency conditions arise warranting securing the outer gate. In such cases, Munro Post 1, and OSCO shall be advised immediately.
- b. The outer vehicle gate shall remain closed, requiring personnel to badge in for access during non-business hours including holidays.
- c. The inner vehicle gate shall remain closed at all times, requiring personnel with authorized access to badge at a card reader to operate the gate.
- d. Munro Post 2 shall issue access cards to visitors allowing operation of the gate after screening and access to the General Office Building.

- e. The inner automated vehicle gate for the MCC area shall remain closed at all times.
 - f. Visitors requiring access to the MCC shall be processed according to established procedures at the main gate before proceeding to the MCC gate and meeting their BPA host at the MCC Main Entry.
- vi. **SECURITY OFFICER DEPLOYMENT TO ENERGIZED FACILITIES**
 - i. Security officers shall deploy to energized facilities (or other non-energized facilities) to provide security in the event of increased threats, criminal activity or if substantial BPA assets require protection.
 - ii. For deployment to energized facilities, deployable security officers must maintain a valid Contractor's Non Electrical Workers Permit, or other necessary permit, for energized facility access. To obtain this permit, each deployable officer must demonstrate understanding of the "Rules of Conduct Handbook," the "Accident Prevention Manual," attend a briefing conducted by a Chief Substation Operator, pass a written test administered by the Chief Substation Operator, and Complete Substation Electrical Hazardous Awareness Training as required by the Substation Operations Group.
 - iii. These requirements must be met according to BPA policies. Exceptions to deploying officers without the Permit certification will be reviewed on a case by case basis and must be approved in advance of deployment by OSCO representatives.
 - iv. All security officers identified on a deployment availability list must meet NERC CIP requirements for unescorted access and movement inside a NERC CIP facility.
 - v. All security officers shall be familiar with the safety information outlined in this section. In addition, officers must perform requirements contained in the deployed security officer post orders outlined below.
 - vi. **Emergency and Non-Emergency Deployment**
 - i. The Contractor shall deploy security officers in situations arising from either 1) a credible and serious threat to a BPA facility, personnel, or resources, in the event OSCO determines a high likelihood of criminal activity could occur at a BPA site, or 2) when other activity such as an earthquake or other natural disaster potentially jeopardizes the BPA mission to provide electrical power. The Contractor shall also deploy security officers for non-emergency deployments scheduled for crime prevention. As directed by the CO, travel costs due to deployment outside of local areas where officers are assigned will be reimbursable in accordance with the Federal Travel Regulation (FTR). Travel cost estimates must be submitted in writing electronically and approved by the COR in advance of actual travel.
 - ii. **Notification**
 - 1. The Contractor will be notified in writing, via e-mail, or phone call of a pending security deployment. Deployment requests will be made verbally if a deployment is needed immediately. Notifications are authorized from the CO, COR, Chief Security Officer or Physical Security Representatives within OSCO.
 - iii. **Training**
 - 1. Security officers must complete BPA provided energized facility safety training prior to posting. The Contractor shall maintain an up to date list of security officers who hold a current Contractor Non Electrical Worker Permit. The Contractor shall provide a copy of this list to the COR upon request.
 - 2. Security officers must complete and maintain certification for the Contractor Non Electrical Worker Permit. Additionally, all officers are required annually, to read and comply with the requirements of the BPA Substation Operations Rules of

Conduct and the BPA Accident Prevention Manual while deployed to Energized Facilities.

3. Security officers must complete annual follow-up training including a review of the BPA Rules of Conduct Handbook and BPA Accident Prevention Manual by all personnel holding a Contractor Non Electrical Worker Access Permit. This training shall be documented in an electronic or hardcopy format by the Contractor and made available for to the COTR upon request.

iv. Equipment

1. Contractor furnished equipment:
 - a. All normal duty gear including rain gear, and cold weather gear as needed.
 - b. Vehicle meeting the needs of the terrain and situation.
 - c. Cellular Telephone.
 - d. Portable Arming Barrel, or equivalent, safe procedure if arming/disarming is to occur on site.
 - e. Water as needed.
 - f. Other items deemed necessary by the Contractor or COR.

v. Post Duties

1. Officers deployed shall be armed. The Contractor shall comply with the post duties as provided by OSCO coordinated with deployed site responsible official. Deviations from post duties require email approval in advance from OSCO.
2. Upon arrival at an energized facility, the officer must contact the appropriate Control Center, either Dittmer or Munro, and must sign the substation logbook if working inside the Control House or Energized Yard) and note the time of arrival. The officer must notify the Responsible (Ross or Munro) AMS of arrival on site.
3. Upon arrival to a field site for energized facilities, security officers must meet with the BPA Site Supervisor. If this is not possible, the officer must follow the direction of OSCO through the on-duty Security Supervisor.
4. Security officer must patrol the entire facility, including out-buildings, shops, offices and storage areas as applicable and directed by OSCO. Security officers shall not perform Vehicle Patrols inside the perimeter fence of an energized portion of a facility. Maintenance, warehouse and other non-energized areas may be patrolled by vehicle or on foot.
5. Depending on circumstances, the deployed officer may have access to the energized control house and/or other facilities.
6. If an intruder is discovered on site, security officers must attempt to control the situation in the safest manner possible. Security officers shall not pursue a suspect into an energized facility. If the intruder gains access to the energized yard and is non-compliant, security officers shall immediately notify the responsible AMS who will contact law enforcement for assistance and notify the appropriate Control Center as soon as it is safe to do so.
7. If an intrusion into an energized area is suspected, security officers shall notify the responsible AMS who will contact law enforcement for assistance and notify the appropriate Control Center as soon as it is safe to do so. Security officers shall take a position of cover allowing for observation of the facility and await the arrival of law enforcement.

8. Security Officer Reports (SOR's hardcopy or electronic) must be maintained noting the date and time of various patrol duties such as perimeter, building, or surrounding area checks. Security officers must maintain record of the time and reason for the departure from posts. Security officers must coordinate post departures with the responsible AMS.
9. At the end of shift, prior to departure, security officers must notify the appropriate AMS, sign the substation log book and note the time of departure if posted at an energized facility. Security officers must notify the appropriate AMS prior to departure at the end of the shift.
10. Deployed security officers must maintain communication capability with the Responsible AMS unless circumstances, such as the remote location of the facility, prevent the ability for communications from the site.

vi. Discharge of Firearms

1. Officers shall avoid discharging a firearm in, around or near an energized facility unless no other alternative exists.
2. Officers shall not discharge liquid (Aerosol Self Defense spray) within the energized environment due to possible electrocution hazard.

vii. PERFORMANCE ASSURANCE

- i. The Contractor shall establish a performance assurance or quality assurance program ensuring personnel performing duties have the appropriate knowledge, skills, and abilities to perform the following:
 - i. Work in both corporate and industrial security functions
 - ii. Personnel are screened to meet the highest level of integrity to perform security-related duties
 - iii. Personnel are able to meet extensive background checks and security clearance standards
 - iv. Personnel meet appropriate physical capability/readiness levels associated with security-related duties
 - v. Personnel retention is addressed to maintain continuity of personnel and a low employee turnover rate.
 - vi. This performance assurance, or quality assurance, program may be a pre-existing program employed by the Contractor. The program must meet any additional specific requirements outlined within this statement of work.
 - vii. The Contract Manager shall ensure all BPA-specific elements of the Performance Assurance Program outlined below are met.
- ii. Training Elements
 - i. Job Task Analysis (JTA)
 1. A JTA shall be developed for all security posts within 90 calendar days of the award of the contract following the Oregon Department of Public Safety Standards and Training: "The Job Task Analysis (JTA) Process."
<http://www.oregon.gov/dpsst/at/docs/thejtprocess.pdf>
 2. JTA's shall be reviewed and updated a minimum of annually. Reviews shall be documented by the Contractor and documentation provided to the COR.
 3. The JTA shall provide the basis for contractor provided individual security post training as well as security post certifications.

iii. Security Post Certifications

- i. The Contractor shall develop, review and or adapt methodology, requirements, documentation methods, and testing material to conduct initial security post certifications as well as annual (recurring) security post certification training specific to the BPA Security Services Contract implemented within 90 calendar days of the award of the contract.
- ii. At a minimum, initial security post certifications shall include task knowledge/task performance certification based on the applicable security post JTA as well as written testing. This shall apply for new hires and existing security officers newly assigned to a security post.
- iii. Annual security post certifications shall include at a minimum written knowledge testing of specific post procedures for all security officers posted. Similar posts may use the same quality control testing.
- iv. Security post certification methodology shall be hierarchical and must be approved in advance by the COR.

iv. Self-Assessments

- i. The Contractor shall conduct annual self-assessments relating to security posts, post duties, and security training, security firearms training, and firearms safety.
- ii. Self-assessments must identify findings, if applicable, and corrective actions.
- iii. The Contractor shall track and follow-up on corrective actions in an effort to close identified findings.
- iv. The Contractor shall notify the COR upon the initiation of a self-assessment and shall provide to the COR the written self-assessment report in an electronic format within 20 business days of assessment completion.

v. Performance Testing

- i. The Contractor shall develop methodology as part of their internal Quality Control Program to implement, document, and maintain performance testing (e.g. alarm response performance tests and limited scope performance tests) for the security force carried out by Contractor assigned personnel: Contract Manager, Contract Quality Control personnel or designated security supervisors.
- ii. Performance testing methodology shall include an applicable safety plan which shall be approved in advance by the COR before implementation.
- iii. Performance testing methodology shall be finalized for approval within 120 calendar days following award of the contract.
- iv. Once finalized and implemented, written records of performance testing shall be forwarded to the COR.
- v. Limited Scope Performance testing shall be performed a minimum of twice a month and documented. Documentation shall include evaluation criteria/objectives, results, and corrective actions needed, if applicable.

viii. PERFORMANCE EVALUATIONS

- i. The CO and COR shall meet with Contractor senior personnel assigned to support the contract in-person or via phone not less than annually to discuss results of BPA quality control findings and overall performance.
- ii. The Contractor shall provide a plan for corrective actions within 5 calendar days following notification from the CO or COR of corrective action, poor performance or failure to perform. The

Contractor must provide information on actions to be taken and expected completion date and notification when corrective actions are completed.

APPENDIX 1 – SUBCONTRACTING PLAN

The approved full text subcontracting plan is located in the official file. This page is intentionally left blank.

APPENDIX 2 – COLLECTIVE BARGAINING AGREEMENT

The full text collective bargaining agreement, signed 6/25/2018, is located in the official file. This page is intentionally left blank.

UNITED STATES
GOVERNMENT

CONTRACT



Mail Invoice To: jplund@bpa.gov

Contract : 00080004
Release :
Page : 1

Vendor:

INTER-CON SECURITY SYSTEMS INC
210 SOUTH DE LACEY AVE
PASADENA CA 91105

Please Direct Inquiries to:

CODY L. RODRIGUEZ
Title: CONTRACT SPECIALIST
Phone: 503-230-4262
E-Mail: clrodriguez@bpa.gov

Attn: MATTHEW REESER

Contract Title: BPA SECURITY SERVICES

Total Value :

(b) (4)

Pricing Method: FIRM FIXED PRICE

Performance Period: 09/01/18 - 09/30/19

**** NOT TO EXCEED ****

Payment Terms: % Days Net 30

(b) (6)

(b) (6)

Contractor Signature

Neil Martau, Chief Administrative Officer

Printed Name/Title

12/19/18

Date Signed

BPA Contracting Officer

12/19/2018

Date Signed

Contract Modifications

Title : CBA PRICE ADJUSTMENT AND MINOR SOW CHANGES

Modification: 001

Modified Performance Period: -

Modification Value:

(b) (4)

Pricing Method :

MODIFICATION/REVISION CONTINUATION PAGE

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I. MUST CHECK ONE



A. THIS CHANGE ORDER OR OTHER UNILATERAL CHANGE IS ISSUED PURSUANT TO: *(Specify authority)*



B. ADMINISTRATIVE CHANGE SET FORTH IN ITEM II: *(Such as typographical errors, funding data, etc.)*



C. THIS CONTRACTUAL MODIFICATION IS ISSUED PURSUANT TO: *(Specify authority)*

BPI Clause 28-6 Changes

II. DESCRIPTION OF MODIFICATION/REVISION

The purpose of this modification is to incorporate minor SOW changes based on Bonneville need and adjust prices of the contract based on contractor request. SOW changes are minor in scope and scale, with the objective to adjust current post schedules to meet Bonneville's needs. The requested price adjustment is based on increased costs as a result of recent CBA changes. The following changes are made to this contract:

1. Numerous SOW changes are made to contract Unit 4 Statement of Work.
2. The contract price is increased by (b) (4).
3. All other terms and conditions remain unchanged and in full effect. This modification constitutes full equitable adjustment for all changes made hereto.

OFFICIAL USE ONLY

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UNIT 1 — COMMERCIAL

CONTRACT-BASIC TERMS (28-1.1) (MAR 2018)(BPI 28.3.4(A))

- (a) This is a Firm Fixed Price (FFP) contract for eleven months with options to extend for four pre-priced one-year option periods. By signing the contract cover page, Bonneville and the Contractor agree, subject to the attached terms and conditions, the Contractor shall sell to Bonneville the services identified herein at the prices set forth in the Schedule of Pricing.
- (b) This contract shall become effective upon receipt of the signed 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))

The contractor shall provide the services at the prices identified in accordance with the Statement of Work (SOW). Contract Line Item Numbers (CLINs) 0001 – 0005 and corresponding option period CLINs are FFP. CLINs 0006 – 0008 and corresponding option period CLINs are T&M based on actual costs. The Contractor submitted cost estimates must be submitted to and approved by the COR in advance.

Contract extension in accordance with BPI Clause 7-39 Option to Extend Services is based on the schedule of prices.

CLIN	Description	Unit	Quantity	Unit Price	Price
Base Period: 11/1/2018 - 9/30/2019					
0001	Headquarters Complex Security Posts	MO	(b) (4)		
0002	Ross Complex Security Posts	MO			
0003	Park Place Complex Security Posts	MO			
0004	Eugene Starr Complex Security Posts	MO			
0005	Munro Complex Security Posts	MO			
0006	Deployment and Urgent Security Services OR				
0006A	Security Officer, Unarmed – Standard Rate	HR			
0006B	Security Officer, Armed – Standard Rate	HR			
0006C	Security Officer, Supervisor – Standard Rate	HR			
0006D	Alarm Monitor – Standard Rate	HR			
0006E	Security Officer, Unarmed – Overtime Rate	HR			
0006F	Security Officer, Armed – Overtime Rate	HR			
0006G	Security Officer, Supervisor – Overtime Rate	HR			
0006H	Alarm Monitor – Overtime Rate	HR			
0007	Deployment and Urgent Security Services WA				
0007A	Security Officer, Unarmed – Standard Rate	HR			
0007B	Security Officer, Armed – Standard Rate	HR			
0007C	Security Officer, Supervisor – Standard Rate	HR			
0007D	Alarm Monitor – Standard Rate	HR			

CLIN	Description	Unit	Quantity	Unit Price	Price
0007E	Alarm Monitor, Supervisor – Standard Rate	HR	(b)		
0007F	Security Officer, Unarmed – Overtime Rate	HR			
0007G	Security Officer, Armed – Overtime Rate	HR			
0007H	Security Officer, Supervisor – Overtime Rate	HR			
0007I	Alarm Monitor – Overtime Rate	HR			
0007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
0008	Travel Costs IAW FTR				
Option Period 1: 10/1/2019 - 9/30/2020			(4)		
1001	Headquarters Complex Security Posts	MO			
1002	Ross Security Posts	MO			
1003	Park Place Security Posts	MO			
1004	Eugene Starr Complex Security Posts	MO			
1005	Munro Security Posts	MO			
1006	Deployment and Urgent Security Services OR				
1006A	Security Officer, Unarmed – Standard Rate	HR			
1006B	Security Officer, Armed – Standard Rate	HR			
1006C	Security Officer, Supervisor – Standard Rate	HR			
1006D	Alarm Monitor – Standard Rate	HR			
1006E	Security Officer, Unarmed – Overtime Rate	HR			
1006F	Security Officer, Armed – Overtime Rate	HR			
1006G	Security Officer, Supervisor – Overtime Rate	HR			
1006H	Alarm Monitor – Overtime Rate	HR			
1007	Deployment and Urgent Security Services WA				
1007A	Security Officer, Unarmed – Standard Rate	HR			
1007B	Security Officer, Armed – Standard Rate	HR			
1007C	Security Officer, Supervisor – Standard Rate	HR			
1007D	Alarm Monitor – Standard Rate	HR			
1007E	Alarm Monitor, Supervisor – Standard Rate	HR			
1007F	Security Officer, Unarmed – Overtime Rate	HR			
1007G	Security Officer, Armed – Overtime Rate	HR			
1007H	Security Officer, Supervisor – Overtime Rate	HR			
1007I	Alarm Monitor – Overtime Rate	HR			
1007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
1008	Travel Costs IAW FTR				
Option Period 2: 10/1/2020 - 9/30/2021					
2001	Headquarters Complex Security Posts	MO			
2002	Ross Security Posts	MO			
2003	Park Place Security Posts	MO			

CLIN	Description	Unit	Quantity	Unit Price	Price			
2004	Eugene Starr Complex Security Posts	MO	(b)					
2005	Munro Security Posts	MO						
2006	Deployment and Urgent Security Services OR							
2006A	Security Officer, Unarmed – Standard Rate	HR						
2006B	Security Officer, Armed – Standard Rate	HR						
2006C	Security Officer, Supervisor – Standard Rate	HR						
2006D	Alarm Monitor – Standard Rate	HR						
2006E	Security Officer, Unarmed – Overtime Rate	HR						
2006F	Security Officer, Armed – Overtime Rate	HR						
2006G	Security Officer, Supervisor – Overtime Rate	HR						
2006H	Alarm Monitor – Overtime Rate	HR						
2007	Deployment and Urgent Security Services WA							
2007A	Security Officer, Unarmed – Standard Rate	HR						
2007B	Security Officer, Armed – Standard Rate	HR						
2007C	Security Officer, Supervisor – Standard Rate	HR						
2007D	Alarm Monitor – Standard Rate	HR						
2007E	Alarm Monitor, Supervisor – Standard Rate	HR						
2007F	Security Officer, Unarmed – Overtime Rate	HR						
2007G	Security Officer, Armed – Overtime Rate	HR						
2007H	Security Officer, Supervisor – Overtime Rate	HR						
2007I	Alarm Monitor – Overtime Rate	HR						
2007J	Alarm Monitor, Supervisor – Overtime Rate	HR						
2008	Travel Costs IAW FTR							
						(4)		
Option Period 3: 10/1/2021 - 9/30/2022								
3001	Headquarters Complex Security Posts	MO						
3002	Ross Security Posts	MO						
3003	Park Place Security Posts	MO						
3004	Eugene Starr Complex Security Posts	MO						
3005	Munro Security Posts	MO						
3006	Deployment and Urgent Security Services OR							
3006A	Security Officer, Unarmed – Standard Rate	HR						
3006B	Security Officer, Armed – Standard Rate	HR						
3006C	Security Officer, Supervisor – Standard Rate	HR						
3006D	Alarm Monitor – Standard Rate	HR						
3006E	Security Officer, Unarmed – Overtime Rate	HR						
3006F	Security Officer, Armed – Overtime Rate	HR						
3006G	Security Officer, Supervisor – Overtime Rate	HR						
3006H	Alarm Monitor – Overtime Rate	HR						
3007	Deployment and Urgent Security Services WA							

CLIN	Description	Unit	Quantity	Unit Price	Price
3007A	Security Officer, Unarmed – Standard Rate	HR	(b)	(4)	
3007B	Security Officer, Armed – Standard Rate	HR			
3007C	Security Officer, Supervisor – Standard Rate	HR			
3007D	Alarm Monitor – Standard Rate	HR			
3007E	Alarm Monitor, Supervisor – Standard Rate	HR			
3007F	Security Officer, Unarmed – Overtime Rate	HR			
3007G	Security Officer, Armed – Overtime Rate	HR			
3007H	Security Officer, Supervisor – Overtime Rate	HR			
3007I	Alarm Monitor – Overtime Rate	HR			
3007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
3008	Travel Costs IAW FTR				
Option Period 4: 10/1/2022 - 9/30/2023					
4001	Headquarters Complex Security Posts	MO			
4002	Ross Security Posts	MO			
4003	Park Place Security Posts	MO			
4004	Eugene Starr Complex Security Posts	MO			
4005	Munro Security Posts	MO			
4006	Deployment and Urgent Security Services OR				
4006A	Security Officer, Unarmed – Standard Rate	HR			
4006B	Security Officer, Armed – Standard Rate	HR			
4006C	Security Officer, Supervisor – Standard Rate	HR			
4006D	Alarm Monitor – Standard Rate	HR			
4006E	Security Officer, Unarmed – Overtime Rate	HR			
4006F	Security Officer, Armed – Overtime Rate	HR			
4006G	Security Officer, Supervisor – Overtime Rate	HR			
4006H	Alarm Monitor – Overtime Rate	HR			
4007	Deployment and Urgent Security Services WA				
4007A	Security Officer, Unarmed – Standard Rate	HR			
4007B	Security Officer, Armed – Standard Rate	HR			
4007C	Security Officer, Supervisor – Standard Rate	HR			
4007D	Alarm Monitor – Standard Rate	HR			
4007E	Alarm Monitor, Supervisor – Standard Rate	HR			
4007F	Security Officer, Unarmed – Overtime Rate	HR			
4007G	Security Officer, Armed – Overtime Rate	HR			
4007H	Security Officer, Supervisor – Overtime Rate	HR			
4007I	Alarm Monitor – Overtime Rate	HR			
4007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
4008	Travel Costs IAW FTR				

CLIN	Description	Unit	Quantity	Unit Price	Price
Transition Option: 9/1/2018 - 10/31/2018					
5001	Physical Security Transition Services	MO		(b) (4)	(b) (4)
Base and Exercised Options Total:					(b) (4)
Base and All Options Total:					(b) (4)

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

email: VendorMaintenance@bpa.gov

- (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: Travel Costs in accordance with the Federal Travel Regulations.
 - (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: None.
- (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 491
ATTN: NSTS-MODW Vendor Maintenance
Vancouver, WA 98666-0491

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:

- (k) within a reasonable time after the defect was discovered or should have been discovered; and
(l) 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.

DISPUTES (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.

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 15-11)
 - (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; or
 - (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 –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) 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.
 - (iii) 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.
 - (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.

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)

- (d) 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.

UNIT 2 – OTHER CLAUSES

RESTRICTION ON COMMERCIAL ADVERTISING (3-9) (MAR 2018) (BPI 3.5.2)

The Contractor agrees that without the Bonneville Power Administration's (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2) (MAR 2018)(BPI 5.1.4 (B))

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will 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 to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor's own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;
- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

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 advance written notice to the Contractor within 60 calendar days.

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 advance written notice to the Contractor within 60 calendar days; provided that Bonneville gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar 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 5 years and 7 months.

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

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

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

- (a) Definitions. As used in this clause-
 - "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 - "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 - "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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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.

(i) 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.

(j) 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.

(k) 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.

(l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.

(m) 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.

- (n) 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.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) 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.
- (q) 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.
- (r) 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.
- (s) 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.
- (t) 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 by reference into the contract, and are identified as follows:

Wage Determination	Revision #	Revision Date	State	County
CBA-2015-7941	2	12/11/2018	OR	Statewide
CBA-2015-7942	2	12/11/2018	WA	Statewide

EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
 - (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
 - (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
 - (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
 - (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph

- (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**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.

“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.

“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.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"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 suspension/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.

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

- (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.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility 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.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

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:
 - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)

- (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program (Bonneville Policy 434-1),
 - (10) Business Use of Bonneville Technology Services (BPAM Chapter 1110),
 - (11) Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12) Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13) Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14) Preservation of property (41 CFR § 102-74.380),
 - (15) Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16) Disturbances (41 CFR § 102-74.390),
 - (17) Gambling Prohibited (41 CFR § 102-74.395),
 - (18) Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19) Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20) Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21) Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

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.

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)

- (a) 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.
- (b) 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.
- (c) 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.

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 (16-8)
(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 \$2,000,000 per occurrence.
- (c) Excess / Umbrella general liability insurance of at least \$5,000,000
- (d) 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.
- (e) 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.

NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2.2(B))

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("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 as contemplated by the terms of this contract. 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 this contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor'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 earliest of any termination of this contract or the Contractor's written request.

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.

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

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.

(b) (6), (b) (4)

UNIT 4 — STATEMENT OF WORK

- A) General Information
 - 1) Introduction
 - 2) Background
 - 3) Place of Performance
 - 4) Government-Furnished Materials and Equipment
 - 5) Contractor-Furnished Materials and Equipment
 - 6) Federal Holidays
 - 7) Acronym Definitions
 - 8) Documentation
- B) Work and Service Requirements
 - 1) General Requirements
 - 2) Security Clearance Requirements
 - 3) Required Documentation Prior to Award
 - 4) Standard Operating Procedures
 - 5) Certifications and Credentials
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 - 7) Contract Employee Requirements
 - 8) Duties of the Contractor
 - 9) Weapons Requirements
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 - 11) Security Supervisor Procedures And Duties
 - 12) General Security Officer Conduct
 - 13) Deliverables and Performance
 - 14) Shift and Post Requirement
 - 15) Safety Requirements
- C) Security Service for the BPA Headquarters Complex
- D) Security Service for the Ross Complex
- E) Security Service for the BPA Park Place Leased Office Complex
- F) Security Service for the Eugene Starr Complex
- G) Security Service for the Munro Complex
- H) Security Service Deployment to Energized Facilities
- I) Performance Assurance
- J) Performance Evaluation

A) GENERAL INFORMATION

1) INTRODUCTION

- a This Statement of Work is for the acquisition of armed security officer services (protective force) at the Bonneville Power Administration (BPA) Headquarters in Portland, Oregon; Ross Complex, located in Vancouver, Washington; Eugene Starr Complex, located in The Dalles, Oregon; Munro Complex in Mead, Washington; and other BPA facilities or properties as security needs arise.
- b The services provided are commensurate with the duties of a Guard I (limited use of Guard I), Guard II and Alarm Monitor as defined under the Protective Service Occupations category of the Department of Labor (DOL) document titled, "Service Contract Act Directory of Occupations." Therefore, services offered by the Contractor must stipulate use of Guard I and Guard II, and Alarm Monitor personnel exclusively. Any employment of Guard I personnel during the performance of the contract other than that specified in the Statement of Work and allowed by the temporary exception outlined in section 13.b, Certifications and Credentials or authorized by the CO or COR prior to the posting occurring, may be considered grounds for termination for default.
- c This Statement of Work (SOW) is for the sole use of the security services provider (Contractor) and Bonneville Power Administration in order to administer this security services contract. All information, procedures, requirements, instructions and descriptions of duties contained in the SOW shall be protected from unauthorized disclosure, distribution, copying, other duplication, electronic transmission, and any other form of unauthorized use. This SOW shall not be provided in part or in full to any person, company, agency, representative or any other element without the express written consent of the Contracting Officer. This document is identified as Critical Information. Under BPA's Information Protection Guidance, it is not required to be marked; however, controlled distribution and information security protections are required.
- d The execution of this SOW will be under the supervision of the Bonneville Power Administration's (BPA's) Office of Security and Continuity of Operations (OSCO), under the direction of the Chief Security and Continuity Officer (CSCO).

2) BACKGROUND

- a The Bonneville Power Administration (hereinafter referred to as "BPA") is a federal agency, within the U.S. Department of Energy, that markets wholesale electrical power and operates and markets transmission services in the Pacific Northwest. The wholesale electrical power marketed by BPA comes from 31 federal hydro projects in the Columbia River Basin, one nonfederal nuclear plant and several other small nonfederal power plants. BPA's customers include publicly owned and investor-owned utilities, as well as some large industries. BPA also sells or exchanges power with utilities in Canada and the Western United States. Revenue earned by BPA helps it fulfill public responsibilities that include low-cost and reliable power and investments in energy conservation and renewable resources.
- b As a major provider of electrical power throughout the Pacific Northwest, BPA's resources are critical to the agency continuing to meet its mission essential function, providing Federal power to load in a reliable manner. As such, BPA is required to develop and implement security strategies to protect critical infrastructure, key resources, and personnel to ensure the accomplishment of BPA's mission. The intent of these strategies are to prevent the exploitation, incapacitation, or destruction of BPA's infrastructures and resources. Accordingly, BPA's hydro-electric grid is identified as critical to the economic prosperity, national defense, and quality of life of the United States. Therefore, BPA seeks a partnership with a security provider who is equipped and prepared to play a vital role in supporting the protection of BPA's portion of the nation's critical energy infrastructure.

3) PLACE OF PERFORMANCE

- a The Contractor shall provide security officer services at the BPA's facilities at the following locations:
- b BPA Headquarters building, located at 905 NE 11th Avenue, Portland, OR 97232
- c BPA Ross Complex, located at 5411 NE Highway 99, Vancouver, Washington 98663

- d Eugene Starr Complex, located in The Dalles, Oregon
- e Munro Complex, located in Mead, Washington
- f Other locations within the BPA Regional Service Area as deemed necessary by BPA

4) GOVERNMENT-FURNISHED MATERIALS AND EQUIPMENT

- a BPA will provide facilities, workstations, computers, printers, and other associated equipment for security officer and security supervisor use.
- b BPA will provide maps, floor plans and information to build security operating procedures to the Contractor as needed for distribution to appropriate posts and personnel. The Contractor must maintain these materials in the post books. The Contractor must protect this information in accordance with BPA Information Protection Program standards.
- c BPA will provide a copy of the Emergency Procedures and any call-out rosters, which the Contractor shall maintain at each site. These documents shall be protected in accordance with BPA Information Protection Program standards.

5) CONTRACTOR-FURNISHED MATERIALS AND EQUIPMENT

- a The Contractor shall furnish all training, quality control, personnel, uniforms, equipment, materials, and supervision to maintain physical security for BPA Headquarters, Ross Complex, Eugene Starr Complex, Munro Complex, employees, and visitors.
- b The Contractor shall provide the following items of operational equipment:
 - (i) One hand-held portable public address system with batteries at HQ, Ross, Eugene Starr and Munro locations
 - (ii) One hand-held, battery-operated spotlight with batteries at each complex, HQ, Ross, Eugene Starr and Munro
 - (iii) Sufficient communications equipment, to maintain contact with security officers and BPA Local Facilities personnel.
 - (iv) One (1) 800 MHz capable hand held radio on each security post. Additionally, base stations compatible with regional emergency services communications systems shall be provided for Headquarters Post 1, , Ross Dittmer AMS, Ross Post 2, (CSB) and Munro AMS.
- c The Contractor shall furnish Vehicles to meet SOW requirements. Information on vehicles being considered must be submitted to and approved by the BPA OSCO COR prior to use in performance of this contract. Consideration for the selection of patrol vehicles shall include area inclement weather conditions, operating terrain, fuel economy, vehicle purpose, etc. Vehicles designated for deployment purposes must take into account that BPA deployment locations include remote locations accessed via fire roads, and Right of Way access roads that require ability to operate off hardened road surfaces. Any exceptions, changes, or modifications to vehicle requirements during the contract must be approved in advance by the COR and/or CO. Refer to Federal Standard 307 for further guidance
 - (i) BPA Headquarters.
 - (a) No vehicles are required
 - (ii) Ross Complex
 - (a) Three Vehicles, Two for patrol and one for supervision.
 - (b) All are to be AWD or 4x4
 - (c) Est. Mileage for patrol vehicles 22,000 each, per year
 - (d) Est. Mileage for supervisor vehicle: 35,000 Per year.
 - (iii) Park Place office complex
 - (a) One vehicle for patrol duties.

- (b) Est. Mileage: 7,000 miles per year
- (iv) Eugene Starr Complex
 - (a) One vehicle for patrol use
 - (b) AWD or 4-wheel drive, compact, extended cab pickup truck or SUV.
 - (c) Est. Mileage: 30,000 Per year
- (v) Munro Complex
 - (a) One vehicle for patrol use.
 - (b) AWD or 4-wheel drive, compact, extended cab pickup truck or SUV
 - (c) Est. Mileage: 30,000 Per year
- (vi) Spare Deployment Vehicles
 - (a) Two spare vehicles shall be available at all times for emergency deployments to various BPA facilities or higher threat conditions. One of the spare vehicle may be located at the Eugene Starr Complex.
 - (b) AWD or 4-wheel drive, compact, extended cab pickup truck or SUV.
 - (c) Est. Mileage 6,000 per year.
- (vii) Vehicle equipment
 - (a) The color of the patrol vehicles shall be consistent with security or law enforcement-type vehicles. Doors on each side of the vehicles shall be marked " Security". In addition to other items deemed necessary by the Contractor, the Contractor must equip vehicles as follows:
 - (b) Light bar with flashing amber lights
 - (c) Spot light (mounted, remotely operated or hand-held portable)
 - (d) Spare tire and tools
 - (e) Traction devices or tires
 - (f) First Aid kit with protective gloves and medical waste receptacle
 - (g) Emergency Road Kit using LED or reflective emergency markers
 - (h) Vehicle mounted radio compatible with regional emergency services communications systems
 - (i) A,B,C Fire extinguisher
- d Uniform and Equipment
 - (i) Uniforms shall be of professional appearance, color-coordinated police/security style uniforms that are standard issue by the Contractor and worn by all security officers and security supervisors. The uniforms for security officers and security supervisors assigned to the Eugene Starr Complex may be a tactical uniform (e.g. – 5.11 Tactical Series or similar) in the color of Khaki. Officers required to have a Non Electrical Worker Access Permit to energized areas must be provided uniforms meeting NFPA requirements for Arc Flash and Energized yard environments as listed in the BPA Accident Prevention Manual and Rules of Conduct Handbook.
 - (ii) The following items of clothing and equipment shall be issued to and placed in the care and custody of each employee. Adjustments or changes to these requirements must be approved in advance by the COR.
 - (iii) Rain and cold weather gear as required with high visibility security identification located on the front and back.

- (iv) A name tag that is professional in appearance with the first initial and last name of the officer to be worn in a consistent location on the uniform.
 - (v) Duty belt with minimum level 3 retention holster, similar to what Law Enforcement agencies currently use, requiring two separate actions to release retentions and draw the weapon. ex: an SSL sleeve or thumb break combined with a rocking motion, magazine pouch, handcuff pouch, and other equipment approved in advance by the COR.
 - (vi) Black security or police style duty boots or shoes. Tan security or police style duty boots may be issued for use with Eugene Starr uniforms if khaki color uniforms are selected.
 - (vii) Officers holding an energized access permit must be provided appropriate foot gear as listed in the BPA Accident Prevention Manual Section A-2 which is as follows: Lace-up, over the ankle leather boots with rigid sole and heel meeting ASTM F 2413-11 with an EH Rating or ASTM F 2413-05, Class 75 with EH rating
 - (viii) Professional Looking full finger black gloves lined with cut resistant material that meets 29 CFR part 1910 subpart I App B and ANSI / ISEA 105-2016 such as Law Enforcement agencies would provide to LE Officers for cut protection.
 - (ix) Whistle
 - (x) Security Officer badge meeting requirements of state laws where performing duty to be worn on the most exterior article of clothing(i.e. uniform shirt, uniform jacket, rain gear or cold weather clothing)
 - (xi) Gender specific ballistic body armor meeting U.S. Department of Justice National Institute of Justice Standard 0101.06, Classification Type II-A. and meeting OSHA Standard 1910.132
 - (xii) Sufficient numbers of uniform pants, short sleeve shirts, and long sleeve shirts for each officer to maintain uniform cleanliness and professional appearance.
 - (xiii) Security/law enforcement style all weather jacket, with high visibility security identification on front and back affording access to their issued duty weapon.
 - (xiv) Aerosol Defensive spray and carrying pouch of the type and potency that local LE and/or local security companies carry.
- e At a minimum, the following items of equipment shall be provided to employees for each shift. Additional items deemed necessary by the Contractor must be approved by the COR:
- (i) Handcuffs and handcuff key
 - (ii) Aerosol Defensive Spray
 - (iii) Flashlight similar to the type Law Enforcement use, capable of being operated with one hand (push button on/off) while using a duty weapon in a high stress environment
 - (iv) Semiautomatic Handgun with similar characteristics and performance as Law Enforcement agencies use no less than 9mm
 - (v) Ammunition meeting Law Enforcement performance characteristics, no less than 9mm in caliber
 - (vi) two magazines, and one round for the chamber. Magazine capacity shall be the maximum allowed by law
 - (vii) Handheld Radios compatible with regional emergency services communications systems
 - (viii) The Contractor shall provide a secure, lockable cabinet sufficient for the secure storage of weapons at each arming/disarming point. Information pertaining to the proposed weapons storage cabinet shall be submitted to the COR for approval upon award of the contract
 - (ix) The Contractor shall provide an approved bullet containment device for issuance of duty weapons at each arming point. Bullet containment devices must be placed in position so the muzzle of any weapon to be cleared is angled down and towards the floor

- (x) All Contractor-provided equipment shall be appropriately marked and identified as belonging to the Contractor

6) FEDERAL HOLIDAYS

- a Federal Holidays occurring on Saturdays are observed on the Friday prior, and Federal Holidays occurring on Sundays are observed on the Monday following, 5 U.S.C. 6103 and Office of Personnel Management guidance
- b BPA observes the following Federal Holidays:
- c New Year's Day January 1st
- d Martin Luther King Day 3rd Monday in January
- e Washington's Birthday 3rd Monday in February
- f Memorial Day Last Monday in May
- g Independence Day July 4th
- h Labor Day 1st Monday in September
- i Columbus Day 2nd Monday in October
- j Veterans' Day November 11th
- k Thanksgiving Day 4th Thursday in November
- l Christmas Day December 25th

7) ACRONYM DEFINITIONS AND INFORMATIONAL LINKS

- a Acronyms:
- b BMS Room: Building Management System Room. BMS rooms at BPA house critical facilities operations equipment
- c HSPD: Homeland Security Presidential Directive
- d JTS Room: Joint Tenant Space. Data services and equipment rooms on each floor of BPA HQ, shared by GSA
- e PACS: Physical Access Control Systems
- f WSO: Weapons Safety Officer. A security officer or security supervisor who is knowledgeable, trained, and designated to oversee weapons issue and arming/disarming of personnel for shift change purposes

8) DOCUMENTATION

- a Codified Federal Regulations (CFRs) www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl
<http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=41:3.1.1.3.22#41:3.1.1.3.22.3.326.3>
- b DOE Order 470.4b, Appendix B, Section 1, "Facility Clearances and Registration of Safeguards and Security Activities," and Section 2 "Foreign Ownership, Control or Influence Programs (FOCI)." <https://www.directives.doe.gov/directives-documents/400-series/0470.4-BOrder-b-admchg1>
- c Executive Order 12829
<http://www.archives.gov/isoo/policy-documents/eo-12829.html>
- d HSPD-7
<http://www.dhs.gov/homeland-security-presidential-directive-7>
- e HSPD-12
<http://www.dhs.gov/homeland-security-presidential-directive-12>
- f NERC CIP Standard 006

- <http://www.nerc.com/standard006>
- g Oregon Department of Safety, Standards, and Training (Oregon DPSST)
<http://www.oregon.gov/DPSST/PS/pages/index.aspx>
- h Oregon Revised Statutes
<http://www.leg.state.or.us/ors/>
- i Privacy Act 1974
<http://www.justice.gov/opcl/privstat.htm>
- j Revised Code of Washington (RCW)
<http://apps.leg.wa.gov/rcw/>
- k SF 328
http://hss.doe.gov/HQSecOp/foreign_ownership/FOCI_SF328_INSTRUCTIONS.pdf
<http://www.gsa.gov/portal/forms/download/116246>
- l U.S. Department of Justice National Institute 0101.06
- m NIJ Standard-0101.06 for Ballistic-Resistance of Body Armor and NIJ Standard-0115.00 for Stab-Resistance of Body Armor
- n Washington State Criminal Justice Training commission (WSCJTC)
<https://fortress.wa.gov/cjtc/www/>
- o Washington State Department of Licensing
<http://www.dol.wa.gov/business/securityguards/sggetarmed.html>
- p 18 USC 793
<http://codes.lp.findlaw.com/uscode/18/l/37/793>
- q 18 USC 794
<http://codes.lp.findlaw.com/uscode/18/l/37/794>

K) WORK AND SERVICE REQUIREMENTS

1) GENERAL REQUIREMENTS

- a The overall purpose of this contract is to provide an estimated aggregate of approximately 97,688 annual hours of security officer services and approximately 15,776 annual hours of supervisory services for the BPA Headquarters, Ross Complex, Eugene Starr Complex, Munro Complex and other BPA facilities as addressed in this SOW. Additional security services may be requested by BPA for special events, increased security conditions, emergency services, etc. BPA projects requiring approximately 1,000 hours annually for additional security services on an as-needed basis for unforeseen situations.
- b Security services include but are not limited to the following:
 - (i) Armed guard services.
 - (ii) Protection of employees, facilities and property.
 - (iii) Access control, to include screening of visitors, vehicles, packages.
 - (iv) Issuance of visitor badges and enforcement of BPA's ID badge policies.
 - (v) Alarm Monitoring Station - operation and monitoring of security alarm systems and CCTV systems across geographically dispersed locations.
 - (vi) Operation and monitoring of automated access controls.
 - (vii) Observation and monitoring of building and fire warning systems and HVAC system warning panels and controls.

- (viii) Response by Security Officers to Security Incidents occurring on BPA owned property.
 - (ix) Vehicle patrols of BPA Property and leased space, and interior and exterior foot patrols at designated locations.
 - (x) Application of compliance-based security requirements, to include maintenance of records associated with compliance requirements.
 - (xi) Application of GSA building regulations.
 - (xii) Interface with Federal Protective Service (FPS) and other law enforcement or emergency responders.
- c BPA Headquarters
- (i) The BPA Headquarters is a General Services Administration (GSA), seven-story office structure with three levels of underground parking. The BPA Headquarters building (905 building) and the adjacent 911 federal building comprise the Portland, OR Eastside Federal Complex. The 905 building contains administrative offices for approximately 1,500 federal employees and contractors and is located at 905 NE 11th Avenue, Portland, Oregon
 - (ii) BPA partners with the Federal Protective Service (FPS) on security strategies for the Eastside Federal Complex. The FPS is responsible for the protection and security of federal GSA owned property and leased property. In general, FPS operations focus on security and law enforcement activities reducing vulnerability to criminal and terrorist threats. FPS protection and security operations include all-hazards based risk assessments; emplacement of criminal and terrorist countermeasures; law enforcement response; assistance to federal agencies through Facility Security Committees; and emergency and safety education programs
 - (iii) FPS contracts security guard services for federal building access control, employee and visitor identification checks, security equipment monitoring, and roving patrols of the interior and exterior of federal property. Through memorandum of agreement, BPA's Office of Security and Continuity of Operations manages and contracts security services for the BPA HQ and works in cooperation with FPS to ensure security for the BPA HQ and Eastside Federal Complex meets both Department of Energy and GSA/DHS building security requirements
- d BPA Ross Complex
- (i) The BPA Ross Complex is located at 5411 NE Highway 99 in Vancouver, Washington. The Ross Complex is situated on a 250 acre industrial complex consisting of 55 individual buildings with approximately 1,100 employees and Contractors assigned. Functions associated with buildings on the Ross Complex include high voltage electrical power distribution, administrative offices, electrical control and dispatching center, auditorium, laboratories, oil pumps, shipping and receiving, storage, scales, gas station, welding and cutting shop, microwave radio transmission equipment, hazardous waste storage, transformer repair, computers, flammables and herbicide storage, and solar power
- e Eugene Starr Complex
- (i) The Eugene Starr Complex, located near The Dalles, Oregon, consists of high voltage substations, equipment maintenance shops and other related support facilities on an 850 acre parcel of land approximately one mile south of The Dalles, Oregon
- f BPA Park Place Leased Space
- (i) The BPA Park Place office complex consists of one or more office buildings leased by BPA and other tenants in Vancouver, Washington. Office space leased by BPA at the Park Place office complex changes as office space needs change within the agency
- g Munro Complex

- (i) located in Mead, WA and consists of the Munro Dispatch Center, Munro Scheduling Center, Bell Electrical Substation, Spokane District Maintenance Headquarters and various office spaces located on 66 acres.
- h BPA's security force is comprised of numerous posts including stationary access control, vehicle inspection, visitor processing, alarm monitoring, and foot and vehicle patrols. The number, hours, and specific duties of these posts and positions are described in sections related to the posting requirements for each site.
- i BPA reserves the right to assess security post needs and requirements as the security environment, contingency operations, and security requirements change for the agency. In doing so, BPA may elect to add, eliminate, or modify security posts, post duties, or post hours by bilateral contract modification

2) SECURITY CLEARANCE REQUIREMENTS

- a At a minimum, at least one security supervisor on duty per shift at HQ during core hours (0600-1800) and one security supervisor at the Ross Complex during all shifts shall have a DOE L (SECRET) security clearance or the L clearance in progress following the award of the contract. The Contractor will submit a list of security supervisors that will be submitted for clearance requirements through BPA Personnel Security within 30 calendar days of contract award. BPA will coordinate with the Contractor to submit security supervisor names to obtain DOE L clearances for a sufficient number of security supervisors to meet the above expected BPA need. The Contractor must notify BPA immediately upon discovery of circumstances impacting the security clearance held by a contractor's employee assigned to the BPA Security Services Contract.
- b Prior to being issued a Department of Energy (DOE) identification badge, employees of the Contractor must accomplish the appropriate Personal Identity Verification (PIV) documentation required under HSPD-12. The PIV process will occur through the Personnel Security organization within BPA's Office of Security and Continuity of Operations (OSCO), who will supply the Contractor the necessary information and forms for this process. Employees of the Contractor must use the issued DOE ID badge for entry into BPA facilities. Proximity cards may also be programmed and issued to security officers for access to other electronically controlled areas.
- c Documentation of security practices and procedures (pertaining to personnel clearances and the training and reporting they are required to do if they hold a facility clearance and manage cleared personnel)

3) DOCUMENTATION REQUIRED PRIOR TO AWARD

- a Prior to award of this contract, the Contractor shall furnish to the Contracting Officer:
 - (i) A Certificate of Authority from the Corporate Division of the Oregon State Department of Commerce
 - (ii) A Certificate of Authority from the Washington State Department of Commerce
 - (iii) A Certificate of Good Standing from the state in which the firm is incorporated.
 - (iv) A facility security clearance from HQ, U.S. Department of Energy pursuant to Executive Order 12829 or equivalent DOD FCL determination.
 - (v) The Contracting Officer (CO), or designee (COR), will review the credentials of applicants proposed by the Contractor and reject any employee that, in the opinion of the Government, is not suitable for this contract. Under these circumstances, an appeals process will be provided to the Contractor.

4) STANDARD OPERATING PROCEDURES

- a The Contractor shall review, update and provide to the COR, updated Standard Operating Procedures (SOP's) by December 1, 2018 for the Contractor's operational and administrative use. BPA will provide information pertaining to procedures and policy in order to assist the Contractor with SOP development.
- b Contents of SOP
 - (i) The following are examples of SOP content. Specific sections required by BPA will be identified by OSCO, and proposed by the Contract Manager for BPA consideration:
 - (a) Uniforms and standards of appearance.
 - (b) Weapons and equipment issue, safety procedures, and accountability.
 - (c) Functions and duties of the security officers.
 - (d) Security officer authority.
 - (e) Apprehension policies and procedures.
 - (f) Response to bomb threats or suspected IED.
 - (g) Response to intrusion alarms.
 - (h) Response to unauthorized individuals.
 - (i) Response to discovery of prohibited items.
 - (j) Response to fire alarms and building evacuations.
 - (k) Customer Service and Diversity Awareness Training.
 - (l) Access control procedures, including visitors.
 - (m) Response to robberies and other violent crimes.
 - (n) Providing motorist assistance.
 - (o) Providing escort services to employees.
 - (p) Radio communications procedures.
 - (q) Use of force.
 - (r) Report writing.
 - (s) Lost and found property.
 - (t) Building/Gate Security Checks.
 - (u) CCTV monitoring procedures.
 - (v) Alarm monitoring/response procedures.
 - (w) HQ parking procedures.
 - (x) Current issued Post Orders, Access Restrictions (Security Alerts and Access Status Notifications), Operations Bulletins, Special Notices, etc.
 - (y) Vehicle inspection techniques and practices for detecting bombs or other dangerous materials.
 - (z) Personnel screening (use of x-ray, hand wands, etc.).
 - (ii) SOP Distribution
 - (a) The Contractor shall maintain current copies of applicable SOP's in hard copy at each stationary post and electronic copies in a central electronic file location available to all officers.
 - (iii) SOP Training and Familiarization

- (a) Prior to assignment to any post for duty either for shift or relief, the Contractor shall provide each new employee training sufficient to ensure a general familiarization of all BPA Posts and SOP's. The Contractor shall provide post specific training sufficient to ensure officers are thoroughly trained, and knowledgeable of the post SOP's and duties associated with the post. Officers assigned to a post must be familiar with the duties of other posts having operational interdependencies. Training shall be documented in electronic and/or hardcopy format in individual Officer Training Records
 - (iv) SOP Review Requirements
 - (a) Unless otherwise directed by OSCO, the Contractor shall conduct quarterly reviews of officer knowledge and understanding of the SOP's for the post or posts which the officer is assigned. The reviews may be oral interviews, written exams, practical demonstration, or any combination of all three. The Contractor shall maintain records documenting reviews.
 - (b) Results of quarterly evaluations shall be provided to the COR through the use of a Limited Scope Performance Testing Database. These results may also be used to determine future training requirements.
 - (v) SOP Updates
 - (a) The Contractor shall conduct and document annual reviews of SOP's. The Contractor shall provide the COR with updates and changes to SOP's as they occur and must incorporate change recommendations or requirements directed by OSCO.
- 5) CERTIFICATIONS AND CREDENTIALS
- a Armed Security Officer Certifications and Credentials
 - (i) BPA's security program uses armed security officers. The Contractor shall fully comply with the Revised Code of Washington, Washington State Criminal Justice Training Commission regulations, and the Washington Administrative Codes regarding the licensing of Private Security companies and security officers. Additionally, the Contractor shall fully comply with Oregon Revised Statutes, Oregon Department of Public Safety Standards and Training and Oregon Administrative Rules. Each armed security officer assigned to Washington facilities shall be licensed as a Washington Armed Private Security Guard. Each armed security officer assigned to Oregon facilities shall be licensed as an Oregon Armed Private Security Officer. Authorized Guard 1 (unarmed officers) shall be licensed as unarmed security officers in the state that the officer is assigned. All officers shall be licensed in compliance with state law. Security officers may be dual-certified in order to support BPA deployments within BPA's service area. Security supervisors and security officers shall carry their state issued Security Officer licenses with them at all times while on duty. The Contractor shall assess DOE Protective Force requirements for feasibility of implementation when conducting self-assessments as identified in section 42 of this SOW.
 - b Allowed Exceptions to Armed Security Officer Certifications and Credentials:
 - (i) Exceptions to BPA's contract requirement to use armed security officers involves temporarily allowing licensed unarmed security officers to occupy designated posts while the administrative process for armed security officer licensing is completed. Under these exceptions, the Contractor may use unarmed security officers only as specifically authorized and approved in advance by the COR or designated representative from BPA's OSCO. BPA expects officers employed using this exception will have completed all requirements for armed security officer licensing including successful completion of armed security officer training classes and qualification course of fire conducted and certified in compliance with state requirements prior to assignment to these posts. Officers must complete the appropriate training and demonstrate the knowledge, skills, and abilities to effectively conduct operations for the assigned post prior to post assignment. The following posts upon notification and approval of the COR may be posted under this exception with state licensed unarmed security officers for a period of no more than 45 calendar days unless otherwise approved by the CO/COR:
 - (a) HQ Post 6

- (b) HQ Post 9
 - (c) Ross Post 1 day shift (Dittmer building West Entrance)
 - (d) Ross Post 2 day shift (Ross Complex Construction Services Building)
 - (e) Eugene Starr Complex Post 1, day shift only
 - (f) Munro Post 1, Munro Alarm Monitoring Station (AMS)
 - (g) Munro Post 2, Supervisor/Patrol (Day shift only) Supervisor will be posted on Munro Post 1 when an unarmed officer must be posted on Munro Post 2.
- c Transition (60 Calendar Days)
- (i) Within 15 calendar days following contract award, the Contractor must develop a transition plan ensuring necessary staff, certifications, training, and continuity are maintained in accordance with this SOW in order to maintain effective security operations. The Contractor must submit the transition plan to the COR for review and approval no later than 20 calendar days following contract award. At a minimum the plan shall address:
 - (ii) Staffing Levels
 - (iii) Process for transitioning predecessor employees
 - (iv) Recruitment of new employees
 - (v) Strategy for providing post coverage during breaks and meal periods
 - (vi) Strategy for transition of uniforms
 - (vii) Supervisory plan implementation
 - (viii) Roles of management and administrative personnel
 - (ix) Communication methods and protocols
 - (x) Inventory and equipment including weapons and ammunition
 - (xi) Daily transition event calendar
 - (xii) The Selected Contractor shall provide weekly transition status reports during the transition period to address the following items:
 - (xiii) Staffing
 - (xiv) Permits, Licenses, and Registrations
 - (xv) Personnel clearances
 - (xvi) Transition events/milestones
 - (xvii) Equipment and uniform purchases
 - (xviii) Emergency Radio Network agreement with regional emergency services communications agencies
 - (xix) Transition Expectations at End of Contract
 - (a) At the beginning of the transition period to a follow-on contract, the Contractor shall provide personnel records, including but not limited to, training, medical, suitability and security records to the successor Contractor within 10 calendar days.
- 6) CONTRACTOR FURNISHED TRAINING
- a The Contractor shall develop a Job Task Analysis (JTA) and identify general training needs as well as post-specific training needs in addition to State required Security Officer licensing requirements. JTA's and post certification processes shall be part of annual training which include processes specific to BPA Contract posts and shall be fully implemented within 90 calendar days of the award of

the contract. JTA information shall be used to develop annual post specific certification (Quality Control) and an Annual Training Plan, which the Contractor shall provide to the COR by October 1 of each year. The Contractor shall provide pre-employment training meeting all requirements listed under "Armed Certifications and Credentials" and "Pre-Employment Training" prior to assigning any officer a post. Post-Employment training is defined as State required annual Armed Security Officer certification training, proficiency training and annual post specific certification training conducted after initial employment. Post-employment training shall be conducted in accordance with section 16) of the SOW.

- b Pre-employment and post-employment training shall be conducted and certified/documented at no additional cost to BPA. Training hours may be organized in any manner determined to be most efficient for the Contractor other than the training hour organization specifically mentioned in this Statement of Work for weapons or use of force. Training hours required for Weapons or use of force training shall not be shifted between officers.
- c Pre-Employment Training
 - (i) Certification of completion of pre-employment training and licensing requirements for new hire employees shall be furnished to the COR prior to the start of employee performance. This notification may be in the form of an official letter, memorandum, or e-mail to the COR. All officers must complete the following training prior to assignment on post:
 - (a) Oregon and/or Washington State licensing requirements, including successful completion of firearms qualification course(s) of fire meeting requirements of state in which licensed shall be conducted and certified by the Contractor prior to using post-employment and other training allotments.
 - (ii) Orientation training and task performance demonstration certification regarding proper use and techniques for handcuff application as well as proper use and techniques for Aerosol Self Defense spray application at the full range of use of force levels. This training shall be performed by an instructor with credentials accepted by the state in which the officers will be certified, for less-than-lethal/use of force, or through other certification means approved by the COR (e.g. – master use of force instructor certification, etc.). At the option of the Contractor, orientation training for handcuffs and/or Aerosol Self Defense spray may be waived if a new-hire security officer can provide documentation of training for handcuffs and/or Aerosol Self Defense spray occurring within 6 months prior to hire related to a previously held security, military, or law enforcement position. Such documentation shall become a part of the security officer's training record for pre-employment training.
 - (iii) 16 hours of training directed towards use of locally used X-Ray equipment for officers assigned to a post which includes use of an X-Ray machine unless they can show documentation of training on a similar model X-Ray system in the previous 6 months and familiarization training on the X-Ray system utilized at BPA. Officers assigned to positions requiring use of hand held / walk through magnetometers must complete 8 hours of initial training.
 - (iv) Red Cross or equivalent certification for First Aid and CPR, to include use of automated external defibrillator (AED).
 - (v) Prior to assigning a newly hired officer as the primary security officers at any post, newly hired officers shall complete sufficient training including familiarization of all site BPA Posts and SOP's prior to post assignment. The Contractor shall provide post specific training and certification to officers. Officers must complete training and demonstrate sufficient knowledge and understanding of applicable SOP's, and demonstrate capability of performing all duties associated with the post. Newly hired officer security post certification shall be completed within 30 calendar days of initial post assignment. Security officers must demonstrate familiarity, knowledge and understanding of the duties of other posts having operational interdependencies.
- d Post-Employment Training and other Training Allotments
- e Post-Employment License and Certification Refresher

- (i) The Contractor shall provide refresher training to officers. Officers must maintain certification and qualification under requirements stated in section 16) of the SOW.
 - (ii) American Red Cross or equivalent CPR, First Aid and AED training shall be conducted to maintain certifications meeting training frequency requirements by the credentialing organization.
 - (iii) 8 hours of annual refresher training on locally used X-Ray equipment for each officer posted to use the machine and 8 hours annual refresher training on hand held / walkthrough magnetometers.
 - (iv) Annual security post certifications for security officers shall be accomplished through a process developed by the Contractor and approved in advance by the COR. Officers must maintain certification and demonstrate knowledge, skills, and abilities to adequately perform in the posts assigned. Initial security post certifications shall be required for currently employed security officers assigned to perform duties at a new security post.
- f Firearms Training (16 hours)
- (i) The Contractor must provide and maintain training outlined in order to develop and maintain the firearms skills of officers. This 16-hour block of training shall not include pre-employment or remedial training for officers who fail to qualify per state requirements. For remedial training see "Remedial Firearms Training". To the extent possible, the Contractor shall incorporate applicable elements of established Department of Energy training for firearms.
 - (ii) Frequency of Training
 - (a) Firearms training shall be conducted quarterly in four (4) hour blocks and documented on the contractor training plan provided to the COR. The Contractor may combine two quarters of firearms training, to be conducted in a single quarter to provide skills development for current licensed and qualified officers. To the greatest extent possible, firearms training must be conducted in regular intervals throughout the year in order to limit the degradation of firearms skills of Contractor personnel from year to year.
 - (iii) Live Fire Range Training
 - (a) A comprehensive firearms safety briefing shall be provided to all officers prior to commencement of firearms training. All officers shall be required to meet the following minimum firearms proficiency qualifications and training requirements:
 - (b) Using the state or other course of fire approved in advance by the COR, qualify one additional time, approximately 6 months after state required licensing is completed. This can be in conjunction with quarterly live fire training. All qualifications and attempts must be documented and pass or fail and scores must be retained in an officer's permanent record made available to the COR upon request.
 - (c) All officers shall attend not less than four hours of live fire range training approximately quarterly (except as noted for combining two 4 hour blocks). One 4 hour block of training shall be in the form of Confrontation Simulation (ConSim) training, or other forms of training approved by the COR.
 - (d) The Contractor may combine up to two (2) quarterly training blocks for a total of 8 hours of training to be conducted within one quarter for officers who may need a more focused, longer block of training (see "Frequency of Training"). This allowance may be used one time per officer per year for officers needing such training. Upon request, the Contractor shall provide documentation to the COR of all officers who receive quarterly combined training.
 - (e) Training hours may not be transferred from one officer to another.
 - (f) Each quarterly block of firearms training shall have clearly defined goals and objectives. Each officer must demonstrate satisfactory understanding and ability to perform the objectives of the training. The Contractor shall maintain a record documenting the goals and objectives of each quarterly training session and provide these to the COR upon request. The COR shall

be notified of the results of all officers failing to demonstrate satisfactory skill levels with the elements of the provided training via email. During quarterly training periods the focus of training may be on one or more of the below listed elements or additional elements proposed by the Contractor and approved in advance by the COR.

- (g) Use of cover
- (h) Moving with a firearm
- (i) Shooting on the move
- (j) Low light shooting principles
- (k) Decision scenarios/confrontation-simulation
- (l) Remedial Firearms Training
- (m) Failing State Licensing Qualification Course of Fire
 - (i) If at any time an officer fails the required state licensing qualification course of fire, either for license renewal or in conjunction with the six month requirement noted in "Live Fire Range Training", BPA will consider the officer as not in compliance with the provision listed in the Statement of Work "Armed Certification and Credentials." The Contractor shall notify the COR as soon as practical when any officer fails a qualification course of fire. The Contractor shall have a period of 45 calendar days to conduct needed remedial training in order to bring the officer into compliance with this Statement of Work without additional cost to the Bonneville Power Administration. If the officer is not brought into compliance within the 45-day grace period, the officer will no longer be eligible for contract performance. The COR may extend the grace period if determined it is in the best interest of BPA.
- (n) Failing to Meet Quarterly Firearms Training Objectives
 - (i) Officers who fail to meet quarterly training objectives shall receive remedial training in order to meet those objectives.
- (o) Unsafe Firearms Handling
 - (i) Unsafe firearms handling, negligent discharge of weapon, or any other unsafe acts in conjunction with the handling, training or use of firearms shall be reported to the COR or other OSCO personnel within 1 hour or as soon as circumstances allow. Incidents, such as an accidental discharge, shall have a thorough inquiry accomplished by the Contract Manager in coordination with OSCO and the BPA Safety Office. A report of the inquiry, to include root cause, remedial actions, and any necessary remedial training shall be provided to the COR detailing corrective actions to be taken by the Contractor.
- (p) Defensive Tactics Training (8 Hours)
 - (i) Frequency and Scope of Training
 1. All officers shall attend 8 hours of defensive tactics training on an annual basis. The training shall consist of the following elements unless otherwise approved in advance by the COR.
 2. Handcuffing.
 3. Aerosol Self Defense spray refresher
 4. Take down and apprehension techniques to include Use of Force continuum scenarios.
 5. Verbal Crisis Intervention (verbal commands for taking suspects into custody).
 6. Weapons retention.
 7. Officer safety and survival.

- (q) Other periodic training may include, but is not limited to the following:
 - (i) Vehicle inspection techniques, DOE or equivalent.
 - (ii) OSCO subject briefings as needed.
 - (iii) Re-familiarization with applicable emergency and alarm response procedures.
 - (iv) Report writing.
 - (v) Post documentation familiarization.
 - (vi) NERC CIP requirements and/or procedures.
 - (r) Other Security Officer procedures.
 - (i) Individual training classes conducted by the Contractor shall include the development of a training plan. Class training plans shall be maintained by the Contractor and made available to the COR upon request. Upon award of the contract, the class training plan format template shall be provided to the COR for approval. A class training plan shall include the following information (or other information approved by the COR):
 - (ii) Training purpose, scope, and objective.
 - (iii) Training methodology.
 - (iv) Training resource needs, to include identified instructors.
 - (v) Training schedule.
 - (vi) Training curriculum.
 - (vii) Training evaluation criteria.
 - (viii) After actions report (AAR) upon completion of training. The AAR shall be used to evaluate the success of the training and identify follow-up actions needed.
- g On the Job Training/ Career Development
- (i) On The Job Training (OJT)
 - (a) The Contractor shall furnish annual OJT to officers. Officers must demonstrate sufficient understanding, knowledge and capability to perform post duties. This training must address specific needs for conducting various day to day activities associated with post duties. OJT must be relevant to successful accomplishment of the BPA security mission. OJT must be conducted at no additional cost to BPA. BPA may request some types of OJT performed in addition to scheduled duty hours which may be considered "additional security services." BPA shall determine which types of OJT are "additional security services". The Contractor must maintain a record and roster of officers completing OJT. The Contractor must provide a certification statement of OJT annually to the COR. OJT shall include a review of the Contractor's firearms safety training program, DOE Vehicle Inspection Procedures, and may include, but is not limited to, the following:
 - (b) Post documentation review.
 - (c) Additional vehicle inspection techniques.
 - (d) X-ray and magnetometer techniques.
 - (e) Information bulletins, instructions, post operations, Operations Bulletins, etc.
 - (f) Safety information.
 - (g) Supervisory/Management one-on-one training.
 - (h) Security Officer procedures/ post procedures.
 - (i) Emergency procedures.

- (j) Hazardous materials.
- h Contractor Required Training and Briefings
 - (i) The Contractor may require individual employees to attend briefings, meetings, training or seminars relating to the specific conditions of employment under which officers are employed with the Contractor. These may include information pertaining to employee performance appraisals, employee benefits, Contractor policy, compensation policy, and other issues arising from time to time. To the extent practical these may be accomplished while the employee is posted on duty. However, the Contractor will exercise due diligence with respect to contractual position requirements to ensure all posts are filled with a security officer at all times.

7) CONTRACT EMPLOYEE REQUIREMENTS

- a Officers must meet or exceed the following minimum criteria prior to post assignment:
 - (i) Must be U.S. citizens.
 - (ii) Must be at least 21 years of age to meet Oregon and/or Washington State Security Officer licensing requirements.
 - (iii) Must possess a high school education or equivalency certificate.
 - (iv) Shall be physically able to perform all assigned armed security officer duties, functions, and activities. Employees performing in security officer positions shall have the ability to do the following: stand on post for long periods of time (e.g. - an 12-hour shift with applicable breaks required by law); able to work outdoors during inclement weather or other conditions; able to walk uneven terrain during foot patrols; be able to legally and safely operate a motor vehicle; be able to lift up to 40 lbs. without assistance; able to be certified to perform cardiopulmonary resuscitation (CPR) and use an automated external defibrillator (AED); able to successfully pass firearms qualification and certification without physical assistance, including kneeling and other firing positions.
 - (v) The Contractor shall provide each newly hired officer a physical examination at no additional cost to the Government or the employee prior post assignment, and every two years after initial hire. Officers must be cleared as physically able mentally and medically fit to perform their respective duties. The Contractor shall provide a list of current employee's the date of their last physical examination upon request by the COR.
 - (vi) The Contractor shall maintain a drug-free workplace program. In addition, the Contractor's program shall include at a minimum, processes for the initial drug screening of new-hire employees and random screening for employees. Drug screening shall be a 5-panel drug test regimen. The Contractor must perform drug screenings upon written request by BPA. The Contractor shall provide initial (for clearance purposes) and random drug screening of the employee through their own established testing facility federally qualified to conduct drug screening. An electronic and/or hard copy of the test result shall be made available to the COR, or other authorized official determined by the COR or CO, upon request and, if necessary, forwarded to DOE for record of compliance.
 - (vii) All employees shall speak English and be literate in English to the extent of reading and understanding printed regulations, detailed written orders, training instructions and materials, and shall be able to compose reports which convey complete information in English. Security officers shall be able to understand and perform basic computer keyboard operations relative to the operation of word processing and e-mail software (e.g. - MS Word and MS Outlook) and the cardkey access systems used by BPA (currently ProWatch).
 - (viii) While on duty, security officers shall not supervise or attend to any other contract or duties not directly related to the performance of this contract without the advance written consent and approval of the CO and Chief Security and Continuity Officer. Contractor employees shall not be current government employees.
- b Employee Background Checks

- (i) Personnel will undergo HSPD-12 personal identity verification and background checks by BPA. Persons not meeting adequate security background requirements as determined by BPA will not be permitted to perform on BPA property.
- (ii) Security officers must meet state criminal background check requirements for armed guard licensing in the state in which they are working.
- (iii) Personnel must directly support North American Electrical Reliability Corporation Critical Infrastructure Protection (NERC CIP) standards (Standard CIP 006, Cyber Security – Physical Security of Critical Cyber Assets) and must undergo personnel risk assessments which BPA will conduct a minimum of every 7 years as outlined in requirements established in Standard CIP 004, Cyber Security – Personnel & Training.
- (iv) Department of Energy, BPA Office of Security and Continuity of Operations, Contracting Officer or COR will periodically request information from officers holding L clearances to initiate and maintain security clearances of officers requiring such and performing duties on the BPA Security Services Contract. Any actions on the following process could occur:
 - (a) PERSEC receives information from PHYSEC COR for guard force that a clearance is needed for a Guard
 - (b) PERSEC will pre-fill out forms for signatures:
 - (i) OF 306 – Declaration for Federal Employment
 - (ii) DOE F 5631.18 – Security Acknowledgement
 - 1. Need updated Resume
 - (c) PERSEC will send forms to Guard for signatures, Guard to include updated Resume, and return all to PERSEC
 - (d) During this time the Guard need to go for drug test – send results to PERSEC
 - (e) PERSEC will send forward to DOE/HQ all forms and drug test
 - (f) DOE/HQ will review paperwork
 - (g) DOE/HQ will send Guard an email to fill out e-QIP (Electronic Questionnaires for Investigations Processing)
 - (h) Guard to follow instructions from DOE/HQ to complete e-QIP
 - (i) Once e-QIP is returned to DOE/HQ the investigation process starts
 - (j) Guard will be contacted by OPM Investigator for background interview and possibly people listed on e-QIP
 - (k) This process could take up to a year
 - (l) Once investigation is complete PERSEC will receive information from DOE/HQ that Guard is cleared or not
 - (m) If cleared
 - (i) Guard will be requested to complete a WBT- Comprehensive Briefing for Cleared Employees
 - (ii) Guard to send certificate from WBT to PERSEC
 - (iii) PERSEC will order new DOE Security Badge w/clearance level on it
 - (iv) PERSEC will fill out a SF-312 (Classified Information Nondisclosure Agreement
 - (v) PERSEC will set up time w/Guard to review and sign SF-312
 - (vi) Guard will set up a Card Pick-up appointment when new DOE Security Badge is checked in and Guard is notified

8) DUTIES OF THE CONTRACTOR

a General

- (i) The Contractor shall provide a highly qualified, professional security force. The Contractor shall take immediate action to correct officer performance, discipline and deficiency issues. The Contractor shall immediately report any termination of contract personnel via email to the COR and the Revoke email group. If a termination is known or projected in advance, the COR shall be notified as soon as the Contractor is aware of the employee termination so the COR may take necessary, timely administrative actions.

b Contractor Duties

- (i) The Contractor shall protect lives and shall, within the limits of security officer authority, deter unauthorized use, loss, theft, trespass, espionage or sabotage of government property, material, and equipment, and Non-Government property and equipment located at BPA Facilities.
- (ii) The Contractor shall have a well-developed continuity plan that will address the agency's needs for adequate security coverage in the event of a disaster. This continuity plan will be coordinated through the BPA OSCO COR and Continuity Office.
- (iii) The Contractor shall implement all regulatory or compliance-based requirements such as BPA policies and directives, GSA and FPS building policies and practices, procedures associated with NERC CIP and DOE, or other requirements as directed by BPA.
- (iv) The Contractor shall conduct access control according to current BPA policy, GSA building policy, CFR's, under direction from BPA's OSCO.
- (v) The Contractor shall monitor facilities to which assigned, for fires, explosions, and other catastrophes by close observation of buildings, machinery, vehicles, electrical equipment, and personnel to identify unsafe or potentially unsafe conditions, or activities. The Contractor shall monitor facilities for the commission of thefts, assaults, robberies, or other violent crimes and report the same to Law Enforcement and OSCO personnel in accordance with developed procedures.
- (vi) In the event of a fire, the Contractor shall monitor phone calls and radio transmissions, provide directional assistance to responding emergency service providers and if needed, provide traffic control/cordon control at the location of the fire and follow procedures associated with such a response.
- (vii) The Contractor shall report all security incidents to OSCO and when occurring at BPA HQ building 905 to the FPS. The Contractor shall use the BPA standardized security incident report form (Form 5632.01e) for the submission of electronic security incident reports and shall use applicable forms supplied by FPS when necessary, unless otherwise directed by OSCO.
- (viii) The Contractor shall patrol designated areas according to post duties as described.
- (ix) Designated Shifts" identified in the SOW are general guidelines and may be adjusted with advance approval from the COR. The Contractor shall establish shift change procedures accommodating the ingress and egress of employees and other activities in such a manner ensuring posts remain covered. The Contractor shall also be responsible for accommodating administrative needs such as arming and disarming times for officers.
- (x) The Contractor shall enforce BPA policies as described, and in a manner as required by the described post duties in this SOW, or as otherwise directed by OSCO.
- (xi) The Contractor shall investigate security breaches and incidents occurring, at the direction of OSCO. Security incidents involving criminal activity, threats, violence, property damage, or any other serious or suspicious activity shall be reported to OSCO, Local Law Enforcement and FPS (when appropriate) as soon as it is safe and practical to do so. This includes notifications as needed to OSCO after hours through the designated Duty Officer. Security officer actions shall be conducted in accordance with appropriate laws and in conjunction with established BPA policies.
- (xii) The Contractor shall provide employee escort services as directed by OSCO, the Contract Manager, or the security supervisor when employee safety issues arise or other circumstances exist warranting this type of assistance.
- (xiii) The Contractor shall develop and maintain recall rosters to facilitate the contact of key management personnel and the recall of security personnel to duty in sufficient numbers to meet emergency situations arising at BPA facilities. Recall rosters shall be maintained in accordance with the Privacy Act of 1974. Recall rosters shall be protected in accordance with BPA Information Protection Program standards, including proper marking, control, and storage of such documents. Recall rosters shall be submitted to the COR prior to the start date of contract services and be shall be updated by the Contractor and submitted to the COR on a monthly basis.

- (xiv) The Contractor shall provide additional security personnel to provide security services for special events or emergency situations as needed and requested by BPA. These additional security services are not included as part of the inactive posts outlined in this SOW that may be activated during an increased threat level. Additional security services needed in each instance shall be for a minimum of 2 hours. To the extent possible, OSCO will provide advance notification via e-mail and/or phone call to the Contract Manager of any request for additional security services. OSCO shall provide the Contractor with specific security officer duties for each instance.
- (xv) The Contractor shall supply an organization chart to the CO and COR as part of the transition plan. It will include the names of company officers, supervisors, managers, and other key organizational personnel assigned to the BPA contract with their business contact information. As changes in staffing occur, the Contractor shall provide updated organization charts to BPA.
- (xvi) Security officers and security supervisors shall not be on duty for more than 12 consecutive hours or in excess of 60 hours per week unless approved in advance by the COR. The Contractor must allow for sufficient personnel rest between periods of work.
- (xvii) The Contractor shall comply with all BPA policies to include Harassment Free Workplace and Standards of Conduct. BPA will provide these policies at the post-award orientation. The Contractor shall distribute to all officers. In addition, annual training required by BPA of all contract employees shall be conducted. Training must be approved in advance by the COR at no additional cost to the Government.
- (xviii) The Contractor shall manage all training processes and requirements in accordance with this SOW.
- (xix) The Contractor shall maintain training documentation sufficient to demonstrate officers have met all requirements for licensing, training, and annual security post certification. These records shall reflect the specific nature, scope and detail of on-post training and certification. Training records shall be made available to the COR upon request.
- (xx) The Contractor shall develop and maintain hardcopy post books containing operational information, including but not limited to:
 - (a) Portions of the Statement of Work applicable to the post.
 - (b) General Orders as outlined in the Statement of Work.
 - (c) Post-applicable Standard Operating Procedures (SOP's), applicable CFR information, and other emergency plans applicable to the post.
 - (d) Short term briefing information, alerts, orders etc.
 - (e) Emergency call out lists (maintained under Privacy Act of 1974 and protected under BPA Information Protection Program standards).
 - (f) When available, BPA provided maps and building schematics.
 - (g) When available, operating instructions to include, but not limited to physical access control systems (PACs), card key readers, fire alarm panels, fire suppression systems, intrusion alarm systems, mechanical enunciator panels, and CCTV systems, and other operational equipment.
 - (h) The Contractor shall conduct and document alarm system checks as directed by OSCO. Completed documentation shall be submitted to OSCO.
 - (i) The Contractor shall safeguard information identified as sensitive, to include Official Use Only (OUO), Critical Information (CI), or Personally Identifiable Information (PII) in accordance with established BPA Information Protection Program standards.
 - (j) The Contractor shall assist OSCO with evaluating the applicability of Protective Force requirements contained within applicable DOE Manuals that may be integrated into BPA's security program.

(k) The Contractor shall have a retention plan to maintain a low turn-over rate of employees.

9) WEAPONS REQUIREMENTS

a Weapons and Ammunition

- (i) Unless otherwise approved in advance by the COR, the duty weapon shall be a semi-automatic pistol, of at least 9mm caliber with one loaded 15-round magazine. Armed security officers shall carry one additional 15-round magazine when on duty, unless otherwise approved by the COR. The pistol and ammunition selected must meet local, state or federal law enforcement specifications for performance.
- (ii) The Contractor shall provide duty weapons as indicated above in a quantity to arm all officers on duty. A suitable quantity of spare weapons must be available in the event of breakage or emergency and to enable the arming of posts identified in this SOW as being not currently activated. A sufficient number of weapons must be kept readily available to provide four (4) officers weapons and ammunition in support of deployments to BPA field locations.
- (iii) Sufficient magazines shall be readily available for duty issue, training purposes, breakage and emergency.
- (iv) Ammunition shall be kept in sufficient quantities for duty issue, and shall be replaced no less than annually or due to identified risk of defect at no additional cost to BPA.
- (v) Duty ammunition shall meet the same standards used by law enforcement agencies. (For Example: Federal Protective Service, Portland Police Bureau, or Multnomah County Sheriff's Office.)
- (vi) Duty ammunition shall be rotated to range ammunition at least annually, requiring new ammunition to be supplied by the Contractor for duty use at no additional cost to BPA.
- (vii) Holsters shall be at a minimum a level 3 retention holster, similar to what LE is currently using, requiring two separate actions to release retentions and draw the weapon. example: an SSL sleeve or thumb break combined with a rocking motion.
- (viii) All modifications and alterations to firearms require advance approval of the COR. All modifications shall be performed by factory certified or DOE certified armorers.
- (ix) All weapons shall be maintained in clean and serviceable condition.
- (x) Weapons shall be inspected at least annually by a factory certified or DOE certified armorer. Weapons inspections shall be documented and an electronic copy of the documentation forwarded to the COR.
- (xi) Firearms shall be returned to the shift supervisor or a designated Weapons Safety Officer (WSO) at the end of each tour of duty. Prior to storing or re-issue of the firearm, the shift supervisor/WSO shall assess operational condition of the firearm by clearing the weapon, checking ammunition in magazines.
- (xii) All weapons and ammunition shall be stored and locked in suitable lockers provided by the Contractor and approved in advance by the COR.
- (xiii) The Contractor shall develop and implement an accountability process for weapons, ammunition, and other equipment such as, but not limited to, less than lethal weapons, radios, other operational equipment, etc.

b Firearms Policy Requirements

- (i) The Contractor shall develop and submit for approval to the COR a program plan for firearms safety, specific to the use of firearms in the performance of the contract. This shall be provided by the Contractor as part of the transition plan. Once approved, modifications to firearms safety requirements must be approved in advance by the COR.

- (ii) The firearms safety program shall be approved in advance by the COR and shall address, as a minimum, the following:
 - (a) A statement of policy and procedural outline relating to the safe use of firearms.
 - (b) Procedures for the arming and disarming of officers for duty/relief of duty. This shall include loading and unloading supervision of duty weapons by trained Weapons Safety Officers (WSO's).
 - (c) Procedures for inventory, accountability, and control of firearms by shift, as well as firearms maintenance and inspection, including a schedule denoting the frequency of these activities.
 - (d) Procedures for rotation/replacement/disposition of unserviceable weapons.
 - (e) Procedures for ammunition accountability, storage, rotation, disposal, and inspection.
 - (f) Policy for reporting accidents, incidents, unsafe conditions, and negligent discharges.
 - (g) Policy for correcting and preventing accidents, incidents, unsafe conditions, and negligent discharges.
 - (h) Policy for evaluating an officer's mental readiness to return to work following a use of force incident involving a weapon. A licensed Mental Health official must perform an evaluation of the officer's readiness before returning to work.
 - (i) Firearm safety briefing form completed by each officer during each live fire range training session. These forms (electronic or hardcopy) must be available for review by the COR upon request.
 - (j) The Contractor shall assign a professionally qualified individual responsible for conducting self-assessments of the Firearms Safety Program on an ongoing basis. Assessments shall be conducted at least annually. The results of these assessments shall be documented on a standardized Contractor supplied form listing date and time of assessment. Any findings shall be documented and shall be submitted to the COR electronically. The Contractor shall immediately correct any unsafe conditions discovered involving firearms safety. Firearms Safety Program violations, and a mitigation plan must be immediately brought to the attention of the COR. Assessment documents must be made available to the COR upon request.
- (iii) Firearms Instructors / Armorers
 - (a) Firearms instructors may be security officers, Law Enforcement Instructors, supervisors or Contractor provided instructors designated by the Contractor to conduct firearms training. Firearms instructors shall be certified by the state for which officers are being trained or instructed. Guest or adjunct instructors may be used with advance approval of the COR.
 - (b) Armorers may be security officers, supervisors, or Contractor provided armorers designated by the Contractor to perform these duties. Armorers shall have completed factory training or DOE certification to inspect, modify, or repair firearms being used on the contract. The Contractor shall submit electronically to the COR the armorers' qualifications.
- (iv) Administrative Handling of Weapons
 - (a) General
 - (i) All administrative firearms handling shall be performed in a manner consistent with safe and accepted practices. Firearms shall be treated as if they were loaded at all times. Weapons shall be confirmed as unloaded in accordance with established procedures.
 - (b) Loading and Unloading Weapons
 - (i) Procedures for the loading and unloading of firearms shall be developed by the Contractor and approved by the COR as part of the weapons safety program. Changes to procedures shall be submitted for approval by the COR prior to implementation. Arming

and disarming procedures shall be posted in plain sight at each designated arming station.

(c) Less Than Lethal Weapons/Equipment

- (i) Aerosol Self Defense Spray – All security officers shall carry Aerosol Self Defense spray in an approved holder located on their duty belt while on duty.
- (ii) Handcuffs – All security officers shall carry a minimum of one set of handcuffs in an approved handcuff case located on their duty belt while on duty.
- (iii) The Contractor shall provide and maintain sufficient quantities of these devices as readily available to all security posts.
- (iv) New security officers shall receive appropriate orientation training and task performance training on the proper use of applicable less than lethal devices prior to assuming any security post.

10) COMPANY REPRESENTATIVES AND SUPERVISION

a Qualifications of key personnel:

- (i) The Contractor shall identify, by name, key management, supervisory, and instructor personnel. Unless otherwise approved by the CO and COR, requisite qualifications are as follows:
 - (a) Management/Contract Manager – Shall have a minimum of four (4) years' experience in the management of security services contracts.
 - (b) Supervisors – Shall have a background and experience including a minimum of four (4) years associated with a security, military police, or law enforcement career. Refer to section 21) Company Representative, Para. c) of this SOW for further requirements.
 - (c) Instructor – Shall have professional credentials consistent with performing in the capacity of an instructor. Credentials include state certification or accreditation, Department of Energy certification, or other certification, approved by the CO and COR. Additionally, instructors shall have a minimum of four (4) years experience in a security, military, or law enforcement career.

(ii) Company Representative

- (a) The Contractor shall provide a Contract Manager. The Contract Manager shall be dedicated solely to the performance of this contract and will not be assigned to any other contracts. The Contract Manager may appoint a supervisor to act in place of the Contract Manager as needed for temporary absences. OSCO will retain final oversight and decision-making authority over security operations.
- (b) The Contract Manager shall assist OSCO with the development of security procedures and policy.
- (c) The Contract Manager shall maintain proper discipline, appearance, conduct, professional bearing and demeanor of all officers and supervisors.
- (d) The Contractor shall provide supervision focused on the day-to-day contract performance of officers. Supervision shall also be the direct liaison to the Contract Manager and OSCO for security operations. Supervisors shall assist with training (post certification, OJT, etc.) as necessary
- (e) The Contractor shall provide one twenty-four hour per day, seven day per week supervisor at the Ross Complex and supervisors assigned to BPA HQ, Celilo and the Munro Complex for 12 hours per day, Monday through Friday (except holidays). The supervisors shall be responsible for supervising officers performing duties at the various locations at specified times as noted in "Designated Coverage."

- (f) Supervisors shall be certified as a supervisor by the state in which supervisory work is to be performed if required. Supervisors will have demonstrated the knowledge, skills, and abilities necessary to successfully perform the duties of the Security Supervisor position including, but not limited to, the following:
- (g) Resolution of security related issues.
- (h) Management of dynamic, evolving emergency or security incidents.
- (i) Liaison with law enforcement agencies, client personnel, and other customers.
- (j) Coordinating and ensuring training completion of officers assigned.
- (k) Outside the hours outlined for a designated security supervisor the security supervisor from the Ross Complex will perform this function for the Headquarters. Duties of the Ross Complex security supervisor are outlined in the Statement of Work.
- (l) Shift supervisors may relieve security posts for designated break periods only when there are no other alternatives (e.g. - patrol, etc.) available.
- (m) The supervisor shall inspect all assigned officers/posts at least once per shift. Each officer/post inspection shall be entered in the Security Officer Report (SOR) and initialed by the inspecting supervisor. SOR's shall be made available electronically to the COR upon request.
- (n) If a Security Officer is not available to be posted at the beginning of a shift the Contractor Supervisor shall call the Physical Security Duty Officer, OSCO personnel or COR and provide the expected timeline and plan to restore coverage of the post.
- (o) Alternate shift supervisors shall serve in the absence of a designated Shift Supervisor. The alternate shift supervisor must meet the criteria stipulated for "Supervisor."

11) SECURITY SUPERVISOR PROCEDURES AND DUTIES

a General Description

- (i) The supervisor is responsible for ensuring completion of security officer training and proper management and maintenance of all security posts listed in this SOW. Supervisors shall not supervise any security posts associated with other contracts. Shift Supervisor's shall be armed.
- (ii) Designated Coverage
 - (a) Ross Complex
 - (i) All Shifts 24 hours a day, 7 days a week unless otherwise approved by the COR, one supervisor shall be on duty and responsible.
 - (ii) Ross Supervisor Supervision of Portland Headquarters
 - 1. Monday through Friday from 1800 – 0600, Weekends and Holidays provide supervisory duties.
 - (iii) Portland Headquarters
 - 1. Monday through Friday, except holidays, from 0600 – 1800 hours, unless otherwise approved by the COR, one supervisor shall be assigned to and responsible for Portland Headquarters.
 - (iv) Celilo Complex
 - 1. Monday through Friday, except holidays, from 0800 – 1600 hours, unless otherwise approved by the COR, one supervisor shall be assigned to and responsible for the Celilo Complex.
 - (v) Munro Complex

1. Monday through Friday, except holidays, from 0600 – 1800 hours, unless otherwise approved by the COR, one supervisor shall be assigned to and responsible for the Munro Complex.

b Supervisor Duties

- (i) Supervisors shall not have other responsibilities not related to this contract. Supervisors shall be responsible for the following:
 - (a) Providing a formal briefing for security officers at the beginning of each shift. This shall include, but is not limited to, pertinent pass-down information, security alerts, or termination advisories.
 - (b) Ensuring posts remain staffed as required. Provide suitable replacements to staffing as needed.
 - (c) Notifying the Contract Manager and OSCO if the Contractor is unable to provide coverage for a post.
 - (d) Providing back-up assistance to security officers as needed. If additional assistance is needed, the supervisor shall immediately ensure Federal Protective Service (FPS) or local law enforcement, and OSCO, is notified as appropriate.
 - (e) Ensuring familiarity with the duties and responsibilities of the posts under their supervision.
 - (f) Ensuring post books at each post are kept current and all officers are knowledgeable regarding information contained in the post book.
 - (g) Conducting tests of security system equipment, in accordance with written plans and SOP's. A written report of the results of testing shall be provided to OSCO electronically.
 - (h) Ensuring completion of Annual Post Certification Tests, Limited Scope Performance Tests (LSPT's), Alarm Response and Performance Tests (ARAPT's), and other security exercises as indicated in established plans and SOP's. This includes coordination with the Contract Manager and OSCO, if necessary, as well as documenting, maintaining, and tracking written evaluations associated with these performance tests, identifying and making any needed corrective actions.
 - (i) Gathering, reviewing, and submitting security incident reports and forms prepared during the shift. The submission of reports and forms shall be coordinated with the Contract Manager and COR. Forms/reports shall be filed electronically in appropriate folders on BPA networks and as directed by OSCO personnel.
 - (j) Reviewing documentation maintained by posts. Ensuring documentation is maintained and submitted in accordance with directives established by OSCO. This includes, but is not limited to Security Desk Blotters, applicable visitor documents and logs, NERC CIP compliance documentation and records.
 - (k) Coordinating with the Contract Manager to provide verbal briefings to the COR, other OSCO staff, or the Chief Security Officer regarding significant security-related events as needed.
 - (l) Ensuring timely notification is made to the relevant Facilities Management office concerning buildings and/or grounds-related issues
 - (m) Ensuring notification is made to the Contract Manager and OSCO Physical Security Duty Officer, if necessary, regarding security incidents occurring after normal duty hours as soon as safely possible.
 - (n) Conducting an inspection of each security officer prior to posting. This inspection shall include at the minimum:
 - (i) Ensuring personal appearance of security officers is acceptable in accordance with established policies. Ensuring each security officer is properly licensed and equipped with

the necessary inclement or warm weather garments. Ensuring all officers on duty possess a valid DOE/BPA identification badge for display.

- (ii) Ensuring each officer is fit for duty. The Supervisor shall not allow any security officer to stand post if he or she appears to be under the influence of alcohol, drugs, medication, or other intoxicants. The supervisor shall not allow any security officer to stand post without sufficient rest.
- (iii) Providing a shift briefing regarding any relevant issues brought forward from previous shifts, such as post orders, special notices, access restrictions, etc.

12) GENERAL SECURITY OFFICER CONDUCT (General Orders, Section I)

- a All security officers shall be held to the highest standards of professional conduct, appearance, and performance. BPA does not grant or authorize any use of force or exercise of authority not permitted under the state laws governing the actions of security officers. This section is applicable to post descriptions as noted and shall be included with each post book.
- b Use of Force
 - (i) Security personnel shall, at all times, attempt to perform their duties with the minimum force necessary. Applicable laws regarding the use of force shall be observed at all times.
- c Literature
 - (i) Only authorized reading material approved by the COR or OSCO may be read on post. Newspapers, magazines, novels, or other personal reading material, both hardcopy and electronic in nature, are not authorized.
- d Personal Audio/Video Equipment and Personal Cell Phones
 - (i) Personal audio players, video players, and televisions are not authorized for use at any post. Personal cell phones shall be limited to emergencies and necessary family communications while on post, during the performance of an officer's or supervisor's duties. Changes in the use of these types of equipment must be approved in advance by the Contract Manager and COR. The authorized use of any personal equipment shall not interfere with the operation or professional appearance of the post.
- e Appearance
 - (i) Security officers shall present a professional appearance at all times with the uniform clean and pressed.
- f Socializing
 - (i) While on post, security officers will maintain a professional and polite demeanor, and shall not become engaged in lengthy, protracted or disruptive conversations with visitors, employees, guests, or other officers. If a guest, visitor or employee becomes distracting, the supervisor shall be notified and the supervisor shall notify the Contract Manager and OSCO.
- g Emergency
 - (i) Security officers at all posts shall take immediate action such as calling local law enforcement (to include FPS when appropriate), fire department, and OSCO for assistance when a situation is discovered presenting an immediate danger to life and/or property. Threatening individuals, confirmed building intrusions, fire, broken water/oil lines are some examples. Other non-emergency matters are to be referred to the Contract Manager and OSCO for assistance.
- h Observance / Situational Awareness
 - (i) All supervisors and security officers shall maintain a high level of situational awareness and be observant for any suspicious activity. When feasible, officers shall attempt to identify suspicious personnel and observe and report any information that reasonably can be obtained such as:
 - (a) Name, address, or any other identifying information

- (b) Physical description
- (c) Vehicle description
- (d) Vehicle license number
- (e) Direction of travel
- (f) Statements made by suspects or individuals
- (g) Other information useful in an investigation
- i Demeanor
 - (i) All security officers shall maintain a polite and friendly demeanor while on post. Officers are authorized to use a command voice or assert officer presence in order to carry out their duties when necessary. Officers shall not engage in disruptive or malicious conversations or behavior while on duty.
- j Arrests or restraints
 - (i) Arrests and restraints shall be applied according to the laws of the state in which the incident occurs. Security Officers shall not sign civil or criminal complaints on behalf of BPA.
- k Officer Safety
 - (i) Security officers shall exercise caution at all times and under all circumstances. The primary function of security officers is to observe and report incidents and suspicious activity. Officers shall take appropriate actions as necessary, in accordance with the appropriate laws, to maintain the safety and security of client personnel and property. Officers shall seek assistance from other security officers, FPS when appropriate, local law enforcement, and OSCO when needed.
- l Security Officer Reports
 - (i) All security officers shall maintain a Security Officer Report (SOR) of activities during their assigned shift. This report shall be specific regarding times actions were taken and inspections conducted. The time and name of the supervisor making the supervisory inspection shall be recorded in this report. The report shall be submitted to OSCO at the start of the next regular work day for review, unless otherwise directed by the COR. Written reports are not for general reading and are to be kept secure at all times. For designated posts, the Security Desk Blotter shall be used in place of the SOR. Significant activities performed by the Security Supervisor shall be entered on the appropriate Desk Blotter. Supervisors relieving officers for breaks or other reasons shall make annotations on the relieved officer's SOR.
- m Communication
 - (i) Contractor-issued cellular phones and BPA landlines may be used as secondary means of communication when primary means of communication are not available.

13) DELIVERABLES AND PERFORMANCE

- a Article I, Table 1
- b Listing By Appearance In Statement Of Work

<i>Due Date</i>	<i>Subject</i>	<i>Destination</i>	<i>Other Information</i>
At Award	Weapons Storage Approval	COR	
At Award	Certificate of Authority	COR/CO	

<i>Due Date</i>	<i>Subject</i>	<i>Destination</i>	<i>Other Information</i>
At Award	Personnel Secret Security Clearance Initiated	Personnel Security	
At Award	Certificate of Good Standing	COR/CO	Executive Order 12829
At Award	DOE Facility Security Clearance	COR/CO	SF328
90 Days after start of Contract	SOPs	COR	
Quarterly	Officer Evaluation of SOP	COR	At the end of each Fiscal Year Quarter
As Updated or Annually whichever is first	Updates to SOP	COR	
At Award/Annually	Annual Training Plan	COR	
Prior to Post Assignment Provide documentation upon Request	Certification of Pre-Employment Training	COR	
Conduct as Required/Provide Documentation Upon Request	Post-Employment Licensing and Certification Refresher	COR	
Upon Request	Documentation of Qualification Attempts	COR	
As Required	Combined Quarterly Training	COR	
Upon Request	Training Goals and Objectives	COR	
Upon Completion	Results of Quarterly Training	COR	
As Required	Notification of Failure to Qualify	COR	
As Soon As Safely	Report of Unsafe Act	COR	

<i>Due Date</i>	<i>Subject</i>	<i>Destination</i>	<i>Other Information</i>
Possible			
As Required	Remedial Action Plan for Preventing Future Unsafe Acts	COR	
At Award	Class Training Format	COR	
Upon Request	Class Training Plan	COR	
Upon Request	OJT Report	COR	
Upon Request	Documentation of Medical Exam	COR	
Upon Assignment	Documentation of Criminal History Check	COR	Letter Signifying Acceptable Criminal History Check
As Required	Email Notification of Employee Terminations	COR	Email to COR email box
As Required	Security Incident Reports	OSCO/FPS	
At Award of Contract and updated as Changes Occur	Company Key Personnel and Officer Recall	COR	
Prior to Award of Contract	Organizational Chart	COR/CO	
Upon Request	Training Records	COR	
Upon Request	Post Books	COR	
As Required	Security Alarm Checks	COR/Security System Administrator	
As Required	Firearms Modification Approval	COR	
Upon Request	Weapons Inspection Documentation	COR	
Upon Request	Weapons/Ammunition/Equipment	COR	

<i>Due Date</i>	<i>Subject</i>	<i>Destination</i>	<i>Other Information</i>
	accountability documentation		
At Award of Contract	Firearms Safety Program	COR	
Annual on date of Contract Award	Firearms Safety Program Assessments	COR	
Upon Request	Firearms Safety Briefing	COR	
As Required	Guest Firearms Instructors	COR	
As Required	Armors Qualifications	COR	
At Award of Contract	Firearm Load/Unload Procedures	COR	
As Required	Supervisory Post Check Documentation	COR/SOR	
As Required	Post Books, Forms, Tests, Reports, SORs, Compliance Documents	COR	
As Required	Shift Schedule Changes	COR	
As Required	Performance Assurance Training Elements	COR	
Annually	Annual Self-Assessment	COR	
14 Business Days after Assessment Completion	Annual Self-Assessment of Adherence to SOW Report	COR	
120 days following Award of Contract	Performance Testing Methodology	COR	
Twice Monthly	Performance Tests, (Security Exercises to include verbal questions or actions	COR	Conduct and Document on LSPT/ARAPT

<i>Due Date</i>	<i>Subject</i>	<i>Destination</i>	<i>Other Information</i>
	taken)		Log

14) SHIFT AND POST REQUIREMENTS

- a The Contractor shall furnish security officers for the designated posts and shifts as described in post descriptions. When BPA deems necessary, the Contractor shall furnish security officers for posts identified in the SOW, but not currently active as identified in this SOW. The Contractor may submit alternative shift schedules to the COR, and upon written approval in advance, may implement the approved schedule. A copy of the specific post description and requirements as noted in the applicable sections shall be provided to each post for officer reference. Additionally "General Security Officer Conduct" and "General Post Requirements" shall be provided to each post.
- b Shifts
 - (i) Posts described as 24 hours per day shall be staffed as eight-hour posts. No officer shall be posted for greater than 12 hours in a 24 hour period except in emergencies following coordination with OSCO Staff. The Officers must have no less than 8 hours away from work between shifts. Exceptions for emergency circumstances shall be evaluated for approval by the OSCO Staff or COR.
- c Shift Requirements
 - (i) The Contractor shall staff shifts to optimize security coverage throughout the workday and overnight hours. Shifts shall be scheduled in such a manner to avoid lapses or voids in security coverage during the times of the day that employees are coming to work, breaking for lunch, or leaving the work place. Changes to shift requirements may be adjusted by the Contractor in coordination with COR and meeting BPA requirements. Changes shall be evaluated for efficiencies of operation and any cost implications.
 - (ii) Under the direction of the shift supervisor, security officers shall obtain all necessary equipment prior to assuming the duties of their assigned post. Appropriate logs, forms and control rosters shall be filled out noting the issuance of such equipment.
 - (iii) "General Security Officer Conduct" expectations shall be observed while officers are on shift.
 - (iv) Personnel shall not consume alcohol, drugs, or other products that may negatively impact judgment or physical response as necessary to carry out the duties within 8 hours of duty. Personnel taking prescription drugs causing drowsiness, caution use while operating machinery, or driving a vehicle shall inform their supervisor within 1 calendar day of prescription and may require a medical release in order to resume duties.
 - (v) Security officers and supervisors expected to operate motor vehicles as part of their duties shall be in possession of a valid state-issued driver's license at all times while operating such vehicles. Officers assigned to positions not requiring operation of motor vehicles nor having to drive while working on the BPA Security Services Contract shall be in possession of federally issued identification and are not required to be in possession of state issued driver's license.
 - (vi) At all times while posted, security officers shall ensure persons entering BPA controlled property and moving about BPA controlled property properly display appropriate identification.
 - (vii) If an employee refuses to display identification properly, the security officer shall immediately inform the shift supervisor, document the incident, and perform other actions in accordance with established SOP's. The Contract Manager and OSCO shall be notified immediately.

- (viii) If the security officer perceives a threat to BPA property or personnel, the officer shall take appropriate actions to manage the threat. The Contract Manager and OSCO shall be notified immediately
- (ix) Security officers shall complete Security Incident Reports when directly involved in a response or perform follow up to a response. This includes incidents where the officer or supervisor is a witness. Security Incident Reports shall be submitted prior to officers involved being released from duty.
- (x) Security officers shall fill out electronic or hardcopy (or both) Security Officer Report (SOR) for each shift noting security officer activities. The SOR shall note when the officer came on duty, patrolled specific areas, took breaks, lunch, or other information confirming appropriate security activity. Security officers and supervisors shall maintain electronic or hardcopy (or both) SOR notebooks to record information, assist in preparation of incident reports, and for possible use in court.
- (xi) Security officers shall perform inspections of visitors' bags, briefcases, boxes, other hand-carried items, and vehicles upon entry as outlined by SOP's, or otherwise directed by OSCO.
- (xii) Security officers shall enforce BPA security policies as noted in post duties, post orders, and BPA or Contractor provided SOP's as approved by OSCO.
- (xiii) Security officers shall be familiar with BPA bomb threat, medical, and fire response instructions. SOP's shall be prepared to respond and assist, as required, during an emergency.
- (xiv) Security officers at entry points shall inform visitors that firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor or Contractor is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The officer shall immediately report the incident to the Security Supervisor, FPS (for incidents occurring at BPA HQ), the Contract Manager, and OSCO.
- (xv) Security officers shall be familiar with designated NERC CIP controlled areas at their post locations and must be familiar with access and response requirements for those areas.

15) SAFETY REQUIREMENTS

- a The COR, designated field inspector, or any BPA employee or contractor may cause any work to cease if any safety violations are observed. No further work will be allowed until such time as the situation is resolved.
- b The Contractor shall provide to the COR, prior to the start of the contract, a Material Safety Data Sheet on products the Contractor will be bringing to the job site that employees may be using, exposed to or which may be stored on the site. Prior to performance on this contract, a Site Specific Safety Plan (SSSP) must be submitted in writing to the COR to address typical and routine tasks required under this contract. In accordance with Clause 15-13, Contractor Safety and Health Requirements, any additional authorized services involving exposure to potential high-hazards, as determined by the COR, shall require the submittal of a supplemental Site Specific Safety Plan in writing prior to work starting on those high-hazard tasks. The SSSP is subject to review and approval by the BPA Safety Office. Changes in work procedures or added work sequences not initially specified in the SSSP shall require an update and will generate a new review and approval process for the updated analysis or plan.
- c All applicable Federal, Government and local safety requirements shall be observed by the contractor and its employees.
- d Many BPA facilities are energized and could pose risk to the life and safety of any Contractor personnel who enter such areas. Security contract personnel who are trained and hold a Contractor Non-Electrical Worker Permit may be allowed in areas requiring Permit without escort of BPA personnel. Personal Protective Equipment Required for Entering areas requiring the Permit:

- (i) White Hard Hat. Hard hats approved by the Administration shall be worn by ALL PERSONS in the following locations and conditions except for work inside transformers, power circuit breakers, under vehicles, or in similar restricted/protected situations.
 - (a) In fenced substation yards and other designated hard hat areas.
 - (b) When engaged in or when in the close proximity of outdoor work or in all areas where there is exposure above head level to moving equipment, work, or material handling.
 - (c) Persons working at elevated locations more than 4 feet above the ground and utilizing fall protection PPE shall wear a BPA approved climbing style helmet attached with chin strap.
- (ii) Identification/Color-Coding System. To distinguish between Qualified Electrical Employees and others, **YELLOW** hard hats will be restricted to holders of *Electrical Worker Permits*. Additional hard hat colors utilized on the BPA system are:
 - (a) **BLUE**: Riggers
 - (b) **RED**: Construction Equipment Operators
 - (c) **GRAY**: Carpenters (Note: Due to gray being unavailable in a climbing style helmet, white shall be substituted.)
 - (d) **WHITE**: All Others
- (iii) Protective Footwear. Appropriate footwear that provides adequate support and protection to the foot, toes and ankles for the work being performed shall be worn. Lace-up, over the ankle leather boots with rigid sole and heel meeting ASTM F 2413-11 with an EH Rating or ASTM F 2413-05, Class 75 with EH rating shall be worn in all work areas where hard hats are required and other areas as determined by a supervisor. Supervisors have the responsibility for assuring that appropriate footwear is worn. Employees have the responsibility to wear appropriate footwear for the job.
- (iv) Arc Flash (FR) Clothing:
 - (a) Arcing from faulted components can occur when working on or near energized circuits. In some cases, this arcing will expel molten metal and can produce enough heat to cause burns to a worker and ignite clothing. BPA's goal is to establish requirements that protect workers from the onset of 2nd degree burns (1.2 cal/cm²), but not overprotect to the point of causing restricted/inhibited visibility, heat exhaustion, and inability to perform work. Arc-rated clothing has a rating corresponding to the minimum Arc Thermal Protection Value (ATPV) which prevents the onset of 2nd degree burns.
 - (b) To maintain conformance with Federal OSHA work standards BPA has adopted the policy of protecting workers from the hazards of arc flash by requiring minimum clothing rating of 8 cal/cm² for those who may be exposed to arc flash hazards normally found in the energized area of BPA substations. This clothing must be worn by contract workers anytime they are in the energized area of the substation yard. The boundary for this requirement is from any control house door exiting into the energized substation yard or from the substation gate entering into the energized substation yard.
 - (c) Therefore, if the contract worker must enter the energized substation yard to work the minimum requirements for arc rated clothing must be met. Long sleeve coveralls with a rating of 8 cal/cm² can be utilized in lieu of rated pants and long sleeve shirt. Any jackets or rain gear worn also needs to meet the minimum rating of 8 cal/cm².
 - (d) Arc Rated clothing with a minimum rating of 8 calories/cm² shall be worn inside of energized substations or when an employee is performing work which may expose them to an arc hazard. The wearing of clothing and footwear made from acetate, nylon, polyester, or rayon either alone or in blends (unless labeled with an Arc Thermal Protection Value of 8 cal/ cm² or greater) is prohibited alone or under arc rated clothing when an employee may be exposed

to the hazards of electric arcs or flames. Long sleeve arc rated shirts shall be worn with sleeves rolled down and shirts tucked into pants.

- (v) Contractor Non-Electrical Worker Permit: Contractor employees performing security services at the Eugene Starr Complex or while deployed to a Substation under this contract may be required to successfully pass the Non-Electrical Worker Permit examination, pass the Substation Electrical Hazard Awareness Training and Tour, and pass NERC-CIP Field Training. BPA reserves the right and option to provide an escort in lieu of above requirement.
- (vi) Celilo Special Risk Plan
 - a. BPA's Celilo facility has had extensive mercury contamination as a result of the use and maintenance of mercury arc valves (rectifiers) employed at the facility from 1970 to 2004. Most of the interior of the building is now mercury free. Background concentrations of the toxic element are extremely low minimizing the risk of future health concerns from inhalation. However, care should be exercised during future renovation should encapsulated locations be disturbed. Any drilling, cutting, or floor demolition should be accompanied by monitoring to ensure that contractors are not unnecessarily exposed to brief albeit elevated local vapor concentrations.
 - b. The contractor shall review the *Post-Abatement Clearance Report for Phase 3 Mercury Abatement Areas at Celilo Converter Station, The Dalles, Oregon*, dated October 11, 2013. The report will be provided to the contractor by the COR.
 - c. 29 CFR 1910.1200 Mercury Hazard Communication Training will be conducted and documented for officers that will work at the Celilo DC Converter building.

i. SECURITY SERVICES AT THE BPA HEADQUARTERS

i. General

- i. Standard security officer procedures shall apply to all HQ security posts. Shift hours may be adjusted through the approval of the COR. All posted officers and patrols assigned to the BPA Headquarters shall be knowledgeable of building evacuation, shelter-in-place procedures, and other contingency procedures.
- ii. Questions about physical security and access control policy shall be deferred to the HQ's Physical Security Specialists.
- iii. Parking Garage Entrance Bollard System Operation
 - 1. Security officers must understand the safe operation of the garage entrance bollard system prior to assignment to posts 1, 2, 8 or 9. Officers shall not operate the garage entrance bollard system unless properly trained.
 - 2. Training required to operate the bollard system shall be conducted by security supervisors or training personnel ensuring adequate understanding of the safe operation of the system according to the policies and procedure established in this SOW and SOPs developed by the Contractor.
 - 3. Training for bollard system operation shall be documented on the individual security officer's training record. Security officers required to operate the bollard system must demonstrate the ability to safely do so prior to assuming duties of the post. Procedures for operating the bollard system shall be placed at each applicable post.
- iv. Bollard system operating hours under non-emergency conditions
 - 1. From the hours of 1800 – 0600, Monday through Friday, bollards shall remain engaged in the up position with the parking garage doors closed.
 - 2. From the hours of 0600 – 1800, Monday through Friday, bollards shall remain engaged in the down position with the parking garage doors open.

3. During weekends and holidays, bollards shall remain engaged in the up position with the garage door closed at all hours.
 4. OSCO may direct changes in use of the bollard system as needed.
- ii. Headquarters Security Post 1
- i. Description of Post
 1. HQ Post 1 is located at the security console located in the main lobby of the BPA Headquarters Building. HQ Post 1 is a one-person post, operated by an armed, uniformed security officer 24 hours per day, 7 days per week. The security officer shall be equipped with a portable radio, flashlight, and other equipment necessary to perform building security services. The officer shall be trained and competent to operate the bollard system during normal and emergency operations. The primary responsibility of this post is to monitor and control personnel access through the use of CCTV, cardkey physical access control systems (PACS), and manual processing procedures.
 - ii. Designated Shifts
 1. This post shall operate 24 hours per day, seven days per week. The post shall have three shifts per day.
 - iii. Post Duties
 1. Officers shall perform the following:
 - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - b. Monitor the CCTV and PACS for the BPA Headquarters. Allow access after normal business hours only to persons with valid BPA or other approved identification, or, individuals or groups approved for access and authorized by OSCO. BPA and Contractor personnel must present their ID badges to the lobby access portal to gain building access past HQ Post 1. Guests of employees and all visitors are required to follow established procedures for visitor access. All persons entering the building are subject to screening.
 - c. Require all visitors and guests to be identified via government issued photo ID and to sign in and obtain a visitors badge. Ensure visitors and guests are screened properly before entry.
 - d. Dispatch and monitor Headquarters security posts and patrols for various situations that may arise.
 - e. Maintain radio or alternate communications and conduct security status checks with posts and patrols assigned to the BPA Headquarters on an hourly basis during daylight hours and every 30 minutes during hours of darkness or increased security posture.
 - f. Monitor and respond to all building alarms for the Headquarters Complex in accordance with designated procedures. This includes door alarms, intrusion alarms, duress alarms, computer room alarms, and fire alarms. For the ProWatch system, this post shall maintain an event log of alarm activity.
 - g. Process and maintain visitor access requests and administer visitor access procedures. Temporary badges shall be issued for cleared visitors as well as BPA and Contractor employees who do not have their Government issued identification. Prior to issuing a temporary local site

specific only (LSSO) badge, appropriate procedures shall be followed based upon the status of the individual (i.e. foreign national, escorted/unescorted access, etc.). Any BPA Temporary badge issued must be returned upon the employee or visitor's departure from the building.

- h. Maintain the electronic Headquarters Security Desk Blotter, listing security-related activity and information for a 24-hour time period. The Contractor shall submit the blotter for review as determined by OSCO.
- i. Maintain communications with FPS via established procedures.
- j. Maintain open communication with contract security officers for the 911 building regarding pertinent security incidents, events, or information which may impact the 911 building, personnel, or protective force.

iii. Headquarters Security Post 2

i. Description of Post

- 1. This post is a roving patrol encompassing the Headquarters complex. This is a one-person post, operated by an armed, uniformed security officer 24 hours per day, 7 days per week. The security officer shall be equipped with a portable radio, flashlight, and other equipment necessary to perform the required security services. This security officer shall be trained and competent to operate the bollard system during normal and emergency operations according to section 25.b of this SOW. The primary responsibility of this post is to conduct security patrols of the interior of the Headquarters (905) building, the exterior of the East Side Federal Complex (905 and 911 buildings).

ii. Designated Shifts

- 1. This post shall be 24 hours per day, 7 days per week and shall have three shifts per day.

iii. Post Duties

- 1. Officers shall perform the following:
 - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - b. Conduct a minimum of two foot patrols each shift throughout the interior of the Headquarters building and the 911 building fitness center (BPA Club Fed) area at random frequencies, unless otherwise directed by the security supervisor, Contract Manager, or OSCO. These patrols shall be recorded on an electronic or hardcopy SOR. Perform general security checks of all areas patrolled. During interior patrols particular attention shall be given to sensitive areas such as JTS rooms and the Duty Scheduling Center (DSC) due to NERC CIP requirements associated with the DSC.
 - c. Conduct a minimum of two foot patrols per shift of the exterior of the Headquarters building and the 911 building (exterior area comprising the East Side Federal Complex) at random frequencies, unless otherwise directed by the security supervisor, Contract Manager, or OSCO.
 - d. Conduct patrols, or other security measures of internal Headquarters building parking levels in basement levels B-1, B-2, B-3, and B-4.
 - e. Conduct patrols as otherwise directed by the security supervisor, Contract Manager, or OSCO.

- f. Enforce building rules and regulations and perform other duties as directed by special orders, Operations Bulletins, or verbal instructions from security supervisors, the Contract Manager, and OSCO.
 - g. Enter all incidents in the electronic or hardcopy Security Officer's Report (SOR) and report all incidents and suspicious activity to HQ Post 1 and/or the security supervisor through the most expeditious means possible. Provide written reports as required.
 - h. Direct persons with lost and found items to OSCO, or take custody of items brought to the post and turn them in to OSCO.
 - i. Respond to alarms as dispatched by HQ Post 1, the security supervisor, Contract Manager, OSCO, or FPS. Request assistance if necessary. Log and report all alarm incidents on the electronic or hardcopy SOR. Response to security alarms for the Duty Scheduling Center (DSC), JTS rooms, BMS room, or Personnel Security Office shall be priority.
 - j. Respond to other security-related events as directed by HQ Post 1, the security supervisor, Contract Manager, or OSCO.
 - k. Provide officer break relief or post assistance as directed.
 - l. Perform patrols at random frequencies in an effort to not establish a pattern.
 - m. Perform other duties as assigned by the security supervisor, Contract Manager, or OSCO
 - n. Maintain radio contact with HQ Post 1 during foot patrols to the extent possible.
 - o. Ensure the doors at the Headquarters building secure automatically in the ProWatch security system at 1800 hours on normal weekdays. After 1800 hours, this post shall conduct a check of all exterior doors to ensure they are secure and the security system is working properly.
- iv. Headquarters Security Post 3 (Currently not active)
- i. Description of Post
 - 1. OSCO may request activation and manning of this post for contingency operations, specific security conditions (SECONs), or other security needs. This post shall not be occupied unless directed by OSCO. When activated, this shall be a one-person post manned by an armed, uniformed security officer, up to 24 hours per day, 7 days per week. Specific duties and hours for this post will be described at the time it is activated.
- v. Headquarters Security Post 4 (Currently not active)
- i. Description of Post
 - 1. OSCO may request activation and manning of this post for contingency operations, specific security conditions (SECONs), or other security needs. This post will not be occupied unless directed by OSCO. When activated, this shall be a one-person post manned by an armed, uniformed security officer, up to 24 hours per day, 7 days per week. Specific duties and hours for this post will be described at the time it is activated.
- vi. Headquarters Security Post 5
- i. Description of Post

1. This post monitors access to the BPA Headquarters at the east entry. This is a one-person post, operated by an armed, uniformed security officer, 12 hours per day, Monday through Friday, excluding designated government holidays or as indicated by OSCO during higher security condition (SECON) status. The security officer shall be equipped with a portable radio, magnetic wand, x-ray machine, magnetometer and other equipment necessary to perform the required security services. The primary responsibility of this post is to ensure all visitors and their hand-carried items entering the BPA Headquarters are properly screened prior to entering the facility.
- ii. Designated Shifts
 1. There shall be one shift per day established for this post. The hours of this shift are 0600-1800. Contractor proposed hours of operation may be modified under approval of the COR.
- iii. Post Duties.
 1. Officers shall perform the following:
 - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures. Functional checks of the magnetometer, hand-held wand, and x-ray machine shall be conducted and documented in accordance with established procedures.
 - b. Identify visitors and determine their need to enter the facility.
 - c. Screen visitors by using the magnetometer (or hand-held magnetic wand). Screen hand-carried items in the possession of visitors by using the x-ray machine or visual inspection. Employees entering the BPA Headquarters may be subject to screening at the direction of OSCO. OSCO may introduce new equipment or technology for screening personnel entering the facility. Security officers shall be properly trained on new equipment or technology introduced prior to use with verification of training annotated in the officer's individual training record.
 - d. Check for appropriate identification badge on persons entering the lobby area from outside BPA controlled space.
 - e. Inform all visitors firearms and other weapons are prohibited and ask all visitors if they are carrying any firearms or other weapons. If any individual is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The officer shall immediately initiate reporting the incident to the security supervisor.
 - f. React or respond to security incidents occurring in the lobby area of the Headquarters building posing a threat to personnel and/or property.
- vii. Headquarters Security Post 6
 - i. Description of Post
 1. This is a one-person post occupied by an armed, uniformed security officer 12 hours per day, Monday through Friday, excluding government holidays. The post is located in the lobby of the BPA headquarters building. The security officer is responsible for ensuring only authorized personnel enter the Headquarters facility by verifying the identification badges of all persons entering the building

from the lobby and ensuring badges are worn properly. This post may be unarmed in accordance with Section 13.b "Exceptions" in this Statement of Work. The primary responsibility of this post is to ensure all persons entering the building from the lobby area have appropriate identification badge and access authorization.

ii. Designated Shifts

1. Monday thru Friday, 0600 to 1800, except designated government holidays. Hours of operation may be modified following COR approval prior to making the change.

iii. Post Duties

1. Officers shall perform the following:
2. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
3. Ensure all persons entering the building from the lobby area have the appropriate identification badge (to include visitor badges).
4. Respond to all instructions from HQ Post 1, the shift supervisor, Contract Manager, or OSCO staff.
5. Request assistance when necessary from the HQ Post 2 security officer during periods of heavy pedestrian traffic in the lobby.
6. Use any additional equipment introduced by OSCO for screening and/or verification of personnel entering the facility.
7. Observe HQ Post 5 and provide assistance if necessary when prohibited items are identified during visitor screening.
8. React or respond to security incidents occurring in the lobby area of the Headquarters building posing a threat to personnel and/or property.
9. Monitor personnel entering the building from the west entrance, ensuring only authorized personnel enter the building and others are directed to HQ Post 5 for screening.

viii. Headquarters Security Post 7 (B1 Loading Dock Doors)

i. Description of Post

1. This is a one-person post occupied by an armed, uniformed security officer 10 hours per day, Monday through Friday, excluding designated government holidays.

ii. Designated Shift

1. Monday thru Friday, 0600 to 1800, except designated government holidays. Contractor proposed Hours of operation require prior approval of the COR.

iii. Post Duties

1. Officers shall perform the following:
 - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - b. Ensure only authorized personnel gain entry into the BPA Headquarters through the B1 Loading Dock Doors.

- c. Ensure all persons entering the building from the lobby area have the appropriate identification badge (to include visitor badges).
 - d. Conduct general and emergency access control and prevent intrusions.
 - e. Observe the area for unusual or suspicious activity, vehicles and items and immediately report all such activity to HQ Post 1, who, in turn, will make appropriate notifications to the security supervisor, FPS, Contract Manager, and OSCO.
 - f. Respond to all instructions from HQ Post 1, the shift supervisor, Contract Manager, or OSCO staff.
 - g. Request assistance when necessary from the HQ Post 2 security officer during periods of heavy pedestrian traffic in the lobby.
- ix. Headquarters Security Post 8
 - i. Description of Post
 - 1. This is a one-person post occupied by an armed, uniformed security officer 12 hours per day, Monday through Friday, excluding designated government holidays. This post is located on N.E 9th Street on the west side of the Headquarters building at the garage entry ramp. Along with HQ Post 9, this post serves as the primary access control point for vehicular entry into the Headquarters garage. This officer shall be trained and competent to operate the bollard system during normal and emergency operations. This officer shall be equipped with all standard equipment plus an ANSI 207 compliant Public Safety Vest for Security and other equipment necessary to perform required security services. The officer assigned to this post shall be capable of assuming the duties of HQ Post 9. The primary responsibility of this post is ensuring only authorized personnel gain entry into the BPA Headquarters through the parking garage/basement area.
 - ii. Designated Shift
 - 1. Monday thru Friday, 0600 to 1800, except designated government holidays. Contractor proposed hours of operation may be modified under approval of the COR.
 - iii. Post Duties
 - 1. Officers shall perform the following:
 - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - b. Ensure only authorized personnel gain entry into the BPA Headquarters parking garage/basement area. All individuals seeking access are required to have proper identification for authorized unescorted access to enter the BPA Headquarters or 911 building.
 - c. Conduct general and emergency access control and prevent intrusions.
 - d. Observe the area for unusual or suspicious activity, vehicles and items and immediately report all such activity to HQ Post 1, who, in turn, will make appropriate notifications to the security supervisor, FPS, Contract Manager, and OSCO.
 - e. Inform all delivery or Facilities Vendors requesting entrance that firearms and dangerous weapons are prohibited and ask them if they are carrying any firearms or other dangerous weapons. If any individual is carrying a

weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The officer shall immediately report the incident to HQ Post 1, who, in turn, will make appropriate notifications to the security supervisor, FPS, Contract Manager, and OSCO.

- f. Coordinate with HQ Post 9 to conduct periodic exterior building patrols of the Eastside Federal Complex (905 and 911 buildings). When the HQ Post 9 officer is unarmed in accordance with Section 13.b "Exceptions," these patrols shall be conducted only along the west side of the building, from NE Lloyd Blvd. to NE Holladay, with HQ Post 8 keeping in visual contact with HQ Post 9. When HQ Post 9 is armed, these patrols shall extend to the full perimeter of the building as long as radio contact is properly maintained. OSCO will determine frequency of perimeter patrols.
 - g. Assist HQ Post 9 with conducting vehicle inspections according to current procedures as provided by OSCO. Assist HQ Post 9 with screening non-badged individuals entering the garage with limited access (e.g. – authorized vendors and delivery personnel).
 - h. Use any additional equipment introduced by OSCO
- x. Headquarters Security Post 9
 - i. Description of Post
 - 1. This is a one-person post occupied by an armed, uniformed security officer 10 hours per day, Monday through Friday, excluding designated government holidays. This post is located on N.E 9th Street on the West side of the Headquarters building at the garage entry ramp. Along with HQ Post 8, this post serves as the primary access control point for vehicular entry into the Headquarters garage. This officer shall be trained and competent to operate the bollard system during normal and emergency operations according to Section 25.b of this SOW. This officer shall be equipped with all standard equipment plus an ANSI 207 compliant Public Safety Vest for Security and other equipment necessary to perform the required security services. The officer assigned to this post shall be capable of assuming the duties of HQ Post 8. This post may be unarmed in accordance with Section 13.b "Exceptions" of this Statement of Work. The primary responsibility of this post is to verify, process, inspect, control, and monitor visitor and delivery vehicular traffic entering the building via the basement ramp entry on NE. 9th Avenue.
 - ii. Designated Shift
 - 1. Monday thru Friday, 0600 to 1600, except designated government holidays. Contractor proposed hours of operation may be modified following approval of the COR.
 - iii. Post Duties
 - 1. Officers shall perform the following:
 - 2. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - 3. Verify, process, screen, control, and monitor visitor and delivery vehicular traffic entering the building via the basement ramp entry on NE. 9th Avenue.

4. Conduct vehicle and personnel screening according to current procedures as provided by OSCO. Permit access to delivery vehicles to the B-1 loading dock for discharging cargo according to current procedures as provided by OSCO.
5. Ensure only authorized personnel gain entry into the BPA Headquarters parking garage/basement area. All individuals seeking access are required to have proper identification for authorized unescorted access to enter the BPA Headquarters or 911 building.
6. Conduct general and emergency access control and deter unauthorized intrusions.
7. Observe for unusual or suspicious activity, vehicles and items and immediately report all such activity to the HQ Post 1, who, in turn, will make appropriate notifications to the Security Supervisor, FPS, Contract Manager, and OSCO.
8. Inform all delivery or Facilities Vendors requesting entrance that firearms and dangerous weapons are prohibited and ask them if they are carrying any firearms or other dangerous weapons. If any individual is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The officer shall immediately report the incident to HQ Post 1, who, in turn, will make appropriate notifications to the security supervisor, FPS, Contract Manager, and OSCO.
9. Coordinate with HQ Post 8 to conduct periodic exterior building patrols of the Eastside Federal Complex (905 and 911 buildings). When the HQ Post 9 officer is unarmed in accordance with section 13.b "Exceptions," in this Statement of Work. Patrols shall be conducted only along the west side of the building, from NE Lloyd Blvd. to NE Holladay, keeping in visual contact with HQ Post 8. When HQ Post 9 is armed, these patrols shall be extended to the full perimeter of the building as long as radio contact is properly maintained. OSCO will determine frequency of patrols.
10. Use any additional equipment that is introduced by OSCO for the screening and/or verification of personnel entering the facility.

ii. SECURITY SERVICES FOR THE ROSS COMPLEX

i. General

- i. Standard security officer procedures shall apply to all Ross Complex security posts. Under the direction of OSCO, the Contractor shall establish procedures for monitoring the ingress and egress of commercial vehicles, visitors and vendors. The contractor shall maintain entry logs and visitor access procedures, as well as radio and telephone communications between the various posts, supervisors, BPA visitor/vendor sponsors, the Contract Manager, and OSCO as needed. Post hours shall be performed as indicated unless adjusted by OSCO. Posts directly supporting response to NERC CIP designated areas, or other critical assets, shall be familiar with the location of those areas, access requirements, and procedures for entry. All posts and patrols assigned to the Ross Complex shall be knowledgeable of building evacuation, shelter-in-place procedures, and other contingency procedures.
- ii. Questions about physical security and access control policy shall be deferred to the Ross OSCO Physical Security Specialists.

ii. Ross Security Post 1

- i. Description of Post

1. Ross Post 1 is a one-person post, operated by an armed, uniformed security officer 10 hours per day, Monday through Friday, 5 days per week except Federal Holidays. The security officer shall be equipped with necessary equipment to perform building security services and shall be familiar with use of the ProWatch security system for access control purposes. Ross Post 1 is located at the security console at the West entrance of the Dittmer Building. The primary responsibility of this post is to monitor and control access for the west entrance to the Dittmer building.
- ii. Designated Shifts
 1. This post will operate 10 hours per day, 5 days per week Monday through Friday, except holidays. Hours of operation shall be from 0600 to 1600.
- iii. Post Duties
 1. Officers shall perform the following:
 2. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 3. Monitor the electronic verification of ID badges for authorized BPA and contract employees entering the Dittmer building through the physical access control system (PACS), which is currently the ProWatch system. Ensure established access control procedures are followed by all personnel.
 4. Serve as a primary processing point for vendors requiring escorted access to the Dittmer building.
 5. Direct other non-badged (external to BPA) visitors for the Dittmer building to enter through Ross Post 4, located at the East entrance, unless otherwise directed by OSCO.
 6. Issue appropriate visitor badges for vendors to the Dittmer building and temporary BPA/Contractor employee badges following established SOP's.
 7. Screen all vendors processing through this post for escorted entry to the Dittmer building for any dangerous weapons or prohibited items in accordance with established procedures. If weapon or other prohibited contraband is present or detected, the incident shall immediately be reported to Ross Post 9 AMS who will notify the Security Supervisor, Contract Manager, and OSCO.
 8. Conduct inspections of all hand-carried items being carried into or out of the Dittmer building by vendors.
 9. Conduct inspections of hand-carried items of employees as directed by OSCO.
 10. Ensure the designated card-reader entrance doors (west lobby doors) are unlocked and the lobby lights are turned on at 0600 or when otherwise directed.
 11. Ensure the designated card-reader entrance doors (west lobby doors) are secure and functioning properly upon completion of shift on normal duty days. After 1800 hours, this post becomes the primary entry point for the Dittmer building via card reader operation.
 12. Use all equipment introduced by OSCO for access control or the screening of personnel entering the facility through this post. This includes the proper use of the Dittmer ProWatch system for monitoring electronic access verification to Dittmer.
 13. Follow normal procedures established for Ross Post 4 in the event visitors are directed to process through this post.

14. Respond to PACS alarms associated with access control for the Dittmer building west entrance. Ensure all alarm activity associated with this post is entered in the ProWatch Event Log. Entries shall include alarm assessment, cause, and name of subject (if applicable).
15. Perform administrative duties by maintaining electronic and/or hardcopy documentation such as security alerts, daily visitor logs for Dittmer, and any other documentation deemed necessary by the Contractor or OSCO. Conduct other administrative duties as assigned by the Contract Manager or OSCO.
16. Provide assistance to the Alarm Monitoring Station (AMS, Ross Post 9) by monitoring CCTV systems for the Ross Complex.
17. Perform security procedures as directed by OSCO and/or the Contract Manager. Procedures for this post may be changed BY OSCO as needed.

iii. Ross Security Post 2

i. Description of Post

1. Security Ross Post 2 is dedicated to the Construction Services Building (CSB, building Z-610) and surrounding parking lots. This post is occupied by an armed, uniformed security officer, but may be unarmed in accordance with Section 13.b "Exceptions" in this Statement of Work. This post combines a stationary post and foot patrol. The security officer shall be equipped to perform the security services required at this location.

ii. Designated Shifts:

1. Perform a combination of stationary duties and foot patrol from 0600 – 1600 hours, Monday through Friday except holidays.

iii. General Post Duties

1. Officers shall perform the following:
 - a. This post is designated as an armed post except as noted in Section 13.b "Exceptions" in this Statement of Work. This is primarily a walking post located at the CSB building. The primary responsibility of this post is to monitor activity in and around the CSB building. The assigned officer shall conduct random foot patrols throughout the building and surrounding parking lots and shall maintain visible security presence.
 - b. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - c. Identify and process visitors. Conduct inspections of hand-carried items for visitors. OSCO may direct inspections of handcarried items on BPA employees.
 - d. Provide assistance monitoring CCTV systems for the Ross Complex. The primary focus shall be the CSB building and surrounding areas.
 - e. Ensure card-key operated doors function properly at the beginning of each shift. Place sign-in logs at the security desk by the entrance doors, and ensure the doors remain appropriately secured throughout the day.
 - f. Investigate any alarm or malfunction condition related to the building. These situations shall be reported to the Alarm Monitoring Station (Ross Post 9) and the officer at this post shall take any necessary corrective actions.

the SOR, and when necessary, complete an electronic Security Incident Report. Priority response shall be given to any evidence of intrusion or unauthorized access to the CSB room 104, NERC CIP areas, or other critical assets.

- i. Respond to other emergencies at the Ross Complex or Park Place office complex as required. Facilitate the entry of emergency vehicles and personnel when necessary. This may include controlling traffic and/or escorting emergency vehicles to the site of the emergency.
 - j. Provide assistance to other security posts on the Ross Complex as needed.
 - k. Coordinate patrols and security checks of the Park Place office complex with the Security Supervisor a minimum of once per shift. Patrols shall include an interior check of the office suites as well as an exterior patrol of the parking lots and parking structure.
 - l. Assist with conducting foot patrols of the interior and exterior of the Dittmer building at least once during each shift. This check shall be recorded on the officer's SOR.
 - m. Observe for facility-related problems and notify Ross Post 9 of discrepancies observed. Facility-related items include, but are not limited to, proper operation of automated gates, fence line damage, building damages or equipment failure, lighting outages, etc. Light poles not operating and fence line damage shall be reported by the patrol to Ross Post 9 who will notify Facilities Management.
 - n. Unlock and/or lock designated perimeter gates. This may include responding to gate 16 to assist with an over-sized vehicle as necessary following the departure of the Ross Post 6 officer.
 - o. Check the "Fog Test" laboratory area, the Technical Training building, and the line test and training area, the 345KV yard, Paul Johnson Substation, ABC parking lots, and Ross MHQ area (areas not within the fenced Ross Complex).
 - p. Check the parking lots for security of parked vehicles. When patrol duties and time allows, perform random government vehicle checks for security and keys left in the vehicles.
 - q. Raise and lower the flags at the Dittmer building. Flags shall be raised at sunrise and lowered at sunset daily, or otherwise directed.
 - r. Monitor road conditions on the Complex. Notify the Security Supervisor and Ross Post 9 AMS of inclement weather conditions.
 - s. Conduct patrols or checks as otherwise directed by the Security Supervisor, Contract Manager or OSCO.
 - t. Respond to assist BPA employees or Contractors with vehicle problems, escorts to vehicles, etc.
 - u. Assist in relief breaks and lunches for officers assigned to other Ross posts.
- v. Ross Security Post 4
- i. Description of Post
 - 1. This is a one-person, fixed post occupied by an armed, uniformed security officer 12 hours per day, Monday through Friday, excluding holidays. The security

officer assigned to this post shall be equipped with the necessary equipment to perform the required building security services and shall be familiar with the use of the Physical Access Control and Alarm System. Ross Post 4 is located at the security console at the East entrance of the Dittmer Building. The primary responsibility of this post is to monitor and control access for the East entrance to the Dittmer building, as well as manage and process visitors for the Dittmer Building and the Ross Complex in general.

ii. Designated Shifts.

1. The hours of this post are Monday through Friday, 0600 – 1800 hours, except holidays.

iii. Post Duties

1. Officers shall perform the following:

- a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
- b. Monitor the electronic verification of ID badges for authorized BPA and contract employees. Ensure appropriate Access Control procedures are followed by personnel authorized unescorted access and by BPA escorts hosting visitors to the Dittmer Building.
- c. Process and manage Visitor Access Requests for the Ross Complex, the Dittmer Building, and the Dittmer NERC CIP PSP. This shall include verifying that Foreign National (FN) visitors have been approved by OSCO.
- d. Serve as the primary access and processing point for all non-badged (external to BPA) visitors for the Dittmer building and the Dittmer NERC CIP PSP following established SOP's.
- e. Serve as an alternate processing point for vendors requiring escorted access to the Dittmer building or the Dittmer NERC CIP PSP (Ross Post 1 is primary).
- f. Issue visitor badges and temporary BPA/Contractor employee badges following established SOP's.
- g. Screen all non-badged (external to BPA) visitors to the Dittmer building for dangerous weapons or prohibited items in accordance with established procedures. If a weapon or other prohibited contraband is present, the incident shall immediately be reported to Ross Post 9 AMS who will notify the Security Supervisor, Contract Manager, and OSCO.
- h. Conduct inspections of hand-carried items being carried into or out of the Dittmer building by visitors and employees as directed by OSCO.
- i. Ensure the east lobby doors are unlocked and the lobby display lights are turned on at 0600 or when otherwise directed. Turn on and inspect the walk-through metal detector for proper function, in accordance with established procedures.
- j. Ensure the east lobby doors are secured at 1600 hours or when otherwise directed by OSCO personnel.
- k. Train to properly use all equipment that is introduced by OSCO for access control or the screening of personnel entering the facility through this post, including the proper use of the Dittmer PACS for monitoring

electronic access verification to the Dittmer building and Dittmer Building PSP.

- i. Respond to alarms associated with the PACS for the Dittmer Building east entrance. Enter all alarm activity associated with this post in the PACS Event Log. Entries shall include alarm assessment, cause, and name of subject (if applicable).
- m. Provide administrative support by maintaining documentation such as security alerts, daily Dittmer visitor logs, and any other documentation deemed necessary by the Contractor or OSCO. Conduct other administrative duties as assigned by the Contract Manager or OSCO.
- n. Be knowledgeable of building evacuation, shelter-in-place, and other contingency procedures and assist Ross Post 9 when necessary.
- o. Perform security procedures as directed by the Security Supervisor, Contract Manager, or OSCO.

vi. Ross Security Post 5

i. Description of Post

1. This is a one-person post operated by an armed, uniformed security officer 12 hours per day, Monday through Friday, excluding holidays. Ross Post 5 is located at the main gate on North Road adjacent to District Office Building 1 (DOB-1). This post is the primary access point for employees and visitors to the Ross Complex. The primary responsibility of this post is to ensure only authorized personnel gain access to the Ross Complex. The officer assigned to this post shall coordinate and communicate with other security posts, maintaining smooth flow of traffic occurs and ensuring authorized vehicles, visitors, and vendors are traveling to their appropriate destinations. This post shall routinely communicate with the primary visitor processing post (Ross Post 4) in order to establish and or confirm the authorization of visitors.

ii. Designated Shifts

1. This post shall be manned in 12-hour shifts 0600 – 1800, Mondays through Fridays except holidays.

iii. Post Duties

1. Officers shall perform the following:
 - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - b. Primary responsibility is to ensure only authorized personnel are permitted access to the Ross Complex through the main gate, including both vehicle and pedestrian traffic. Access shall be permitted to BPA federal and Contractor employees with valid identification badges.
 - c. Control access of visitors and their vehicles, ensuring all occupants of the vehicle present proper photo identification. Conduct vehicle inspections, visitor screening, issuance of visitor badges, and log all visitors in accordance with established procedures.
 - d. Conduct vehicle inspections in accordance with established procedures, or as directed by the Contractor Manager and approved in advance by OSCO.

- e. Permit access to individuals listed under the carpool program as directed by OSCO.
 - f. Inform all visitors firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor, or Contractor is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident shall immediately be reported to the Security Supervisor, Contract Manager, and OSCO.
 - 2. Vehicle Barriers and Security Procedures
 - 3. Visitor lane vehicle barriers shall be opened only after the visitor vehicle and the visitor(s) are screened, determined to be free of contraband or prohibited items, verified for the visit and determined to be authorized on site access.
 - 4. Immediately after allowing entry of authorized visitor vehicles, all visitor vehicle barriers shall be returned to the secure position prior to commencement of further visitor processing.
 - 5. Vehicle Barrier and Security Procedures During Higher Threat Levels
 - 6. All vehicle barriers shall remain active and engaged when higher threat conditions exist as directed by OSCO.
 - 7. If a security officer or the on-duty Security Supervisor determines conditions exist warranting vehicle barriers to remain in the active and engaged position, the Security Supervisor shall notify the Contract Manager and OSCO immediately.
- vii. Ross Security Post 6
- i. Description of Post
 - 1. This is a one-person post operated by an armed, uniformed security officer 8 hours per day, Monday through Friday, excluding holidays. This post is located at Gate 16 near the East Storage Yard. This post serves as the main entry point for commercial vehicles, delivery trucks, and other large vehicles. The primary responsibility of this post is to ensure only authorized vehicles and personnel gain access through the gate and are screened appropriately. The officer assigned to this post shall be adequately trained and familiar with vehicle inspection techniques. The officer must conduct inspections of large commercial vehicles, paying close attention and looking for suspicious items, contraband, dangerous weapons including, but not limited to, explosives and bombs. The officer assigned to this post shall coordinate and communicate with other security posts and/or BPA personnel to ensure delivery authorization, maintain smooth flow of traffic.
 - ii. Designated Shift
 - 1. This post shall be manned one shift per day, from 0700 to 1500.
 - iii. Post Duties
 - 1. Officers shall perform the following:
 - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - b. Ensure only authorized vehicles and personnel gain access through gate 16 and are screened appropriately.

- c. Direct visitors and employees in passenger vehicles around the exterior of the complex to the appropriate gate for entry.
- d. The security officer at this post shall provide directions to delivery drivers as needed.
- e. Issue appropriate temporary access badges and maintain a visitor log to annotate the visitors/commercial operators allowed through Gate 16.
- f. Allow large government vehicles whose drivers have valid BPA or other authorized government identification to proceed through the gate without inspection unless specifically directed by OSCO.
- g. Inform all visitors firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor or Contractor is carrying a weapon or other prohibited contraband, the officer shall act in accordance with site specific procedures. The security officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident shall immediately be reported to the Security Supervisor, the Contract Manager, and OSCO.

viii. Ross Security Post 7 (Currently not active)

i. Description of Post

- 1. This post is not active under normal circumstances and may be activated and manned for contingency operations, specific threat conditions, or other security needs. This post shall not be occupied unless directed by OSCO. When activated, this shall be a one-person post manned by an armed, uniformed security officer, up to 24 hours per day, 7 days per week. Specific duties and hours for this post will be described at the time it is activated.

ix. Ross Security Post 8

i. Description of Post

- 1. The Ross Complex vehicle patrol, Ross Post 8, is an armed, uniformed, one-person patrol on duty 24 hours per day 7 days a week. The primary responsibility of this post is to provide patrol coverage for the Ross Complex.
- 2. The officer assigned to this post shall coordinate patrol coverage with the Ross Post 3 security officer and communicate with other security posts to monitor site security.

ii. Designated Shifts

- 1. This post shall be manned in three 8-hour shifts as follows:
 - a. Shift 1: 0000-0800
 - b. Shift 2: 0800-1600
 - c. Shift 3: 1600-2400

iii. Post Duties

- 1. Officers shall perform the following:
 - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - b. Patrol the Ross Complex at random frequencies. This shall include external and internal patrols.

- c. Conduct perimeter checks, observing for fence line holes, damage, or suspected unauthorized entry.
 - d. Notify Ross Post 9 when conducting perimeter checks and of any damaged location, intruders or other suspicious activity.
 - e. Determine the cause of intrusion alarms or fire alarms, request assistance, and reset intrusion alarms if appropriate. If the equipment is malfunctioning, notify Ross Post 9. Assist as appropriate, but do not abandon other patrol duties. Record the activity electronically or hardcopy in the SOR and when necessary, complete an electronic incident report prior to departing for the day. Priority response shall be given to any evidence of intrusion or unauthorized access to the CSB Limited Area (room 104), NERC CIP areas, or other critical assets.
 - f. Respond to other emergencies as required. Facilitate the entry of emergency vehicles and personnel. This may include controlling traffic and/or escorting emergency vehicles to the site of the emergency.
 - g. Assist in monitoring vehicular traffic entering and departing the Ross Complex.
 - h. Coordinate other patrol activities with Ross Post 3 and the Security Supervisor, to include patrol coverage for BPA's Park Place office complex leased space.
 - i. This post shall provide continuous vehicle patrol of the Ross Complex when possible.
 - j. Enter all incidents in the electronic or hardcopy Security Officer's Report and provide electronic reports as required to the Physical Security Team via email.
 - k. Respond to assist BPA employees or Contractors with vehicle lock-outs, escorts to vehicles, etc.
 - l. Perform other duties related to physical security as directed by the Security Supervisor, Contract Manager, or OSCO.
- x. Ross Security Post 9 (Alarm Monitoring Station)
- i. This post falls under the U.S. Department of Labor, Wage Determination category of Alarm Monitor.
 - ii. Description of Post
 - 1. This post is located in the Alarm Monitoring Station (AMS) near the west entry to the Dittmer building. This is a one-person post, occupied by an armed, uniformed security officer 24 hours per day, 7 days per week. The security officer shall be equipped with the equipment necessary to perform the required security services.
 - 2. The primary responsibility of this post is to provide monitoring of security alarm systems not associated with BPA's NERC CIP sites, CCTV systems, and remote security systems at all hours and under all conditions. In addition to these duties, this post shall be familiar with duties related to Ross Post 10, providing backup for Ross Post 10 when necessary. This shall include monitoring designated NERC CIP sites and interacting with personnel regarding access control and security issues relating to those sites.
 - iii. Designated Shifts
 - 1. This post shall be manned in three 8-hour shifts as follows:

2. Shift One: 0000 – 0800
3. Shift Two: 0800 – 1600
4. Shift Three: 1600 – 2400

iv. Post Duties

1. Officers shall perform the following:
 - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - b. Monitor security alarm systems, physical access control systems (PACS), and CCTV systems for the Ross Complex, to include the Federal Credit Union at the Plant Services Building, the Dittmer Building and Dittmer Control Center (in the absence of Ross Post 10), Headquarters, and other field sites as determined by OSCO. This shall also include the monitoring of security systems and CCTV systems at the Eugene Starr Complex as outlined in established procedures as well as NERC CIP field sites in the absence of Ross Post 10 due to breaks.
 - c. Use established procedures for responding to emergency situations or alarm activations. When necessary, the AMS officer shall dispatch appropriate patrols and contact the Clark County Regional Communications Agency to report emergency situations at the Ross Complex or Park Place office complex. The Contract Manager and OSCO shall be notified when outside agencies are contacted to respond.
 - d. Notify local law enforcement, the Contract Manager, and OSCO in the event of suspicious or criminal activities in accordance with Standard Operating Procedures.
 - e. Follow established procedures in response to alarms or other emergency situations occurring at field sites and notify the appropriate BPA Control Center (Dittmer or Munro).
 - f. Serve as a command and control/communications function for all posts and patrols. Dispatch patrols/security officers as needed to support daily security operations. Communicate information to patrols regarding any unusual or suspicious activity.
 - g. Conduct periodic radio checks of all security posts. Communications checks shall be made by radio every hour during daylight hours and every 30 minutes during hours of darkness. During increased threat levels, communications checks shall be conducted every 30 minutes. The frequency of communications checks may be changed by OSCO.
 - h. Maintain the electronic Security Desk Blotter, listing security-related activity and information for a 24-hour time period. Formatting or content of specific blotter entries may be added or changed by OSCO.
 - i. Perform other administrative functions such as, but not limited to, maintaining hard copies and electronic copies of Security Checklists, Standard Operating Procedures, Security Alerts, Termination Advisories, Call-Down Lists, Incident Reports, and Duty Officer Schedules. When necessary, disseminate by e-mail Access Revocation Notices via established procedures. Record and maintain CCTV recordings of security-related incidents. Write and submit incident reports when applicable.

- j. Act as the primary point of contact for any Dittmer building access for employees and Contractors after Ross Post 1 and Ross Post 4 has closed for the day, including weekends and holidays.
 - k. Issue and collect keys to authorized personnel as determined by OSCO.
 - l. Record information pertaining to false and nuisance alarms for security systems in accordance with established procedures. Report problems with alarm system or CCTV system hardware or software in accordance with established procedures.
 - m. Assist with security system testing of BPA alarmed sites by providing alarm monitoring support and records during and following testing.
 - n. Notify appropriate personnel during inclement weather in accordance with established procedures. Additional duties may include updating the BPA Emergency Information web site to reflect possible building closures or delayed openings.
 - o. Maintain communications with the BPA nurse at the Ross Complex and Park Place office complex, making notifications to the nurse for emergency medical situations during normal business hours. This may include cell phone or radio communications.
 - p. Maintain familiarity with operating and sending emergency notifications through the designated Emergency Notification System (ENS).
 - q. Answer the Federal Crime Witness Hotline.
- xi. Ross Security Post 10 (AMS) – NERC Systems
 - i. This post falls under the U.S. Department of Labor, Wage Determination category of Alarm Monitor.
 - ii. Description of Post
 - 1. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or efficiencies in accordance with established procedures.
 - 2. This post is located in the Alarm Monitoring Station (AMS) near the west entry to the Dittmer building. This is a one-person post, occupied by an armed, uniformed security officer 16 hours per day, Monday through Friday, excluding holidays. At BPA's discretion, the option to convert this post to 24 hours per day, 7 days per week, may be exercised. The security officer shall be equipped with the equipment necessary to perform the required security services.
 - 3. The primary responsibility of this post is to provide monitoring of NERC CIP security alarm systems, PACS, and CCTV systems under all conditions. This post serves as the primary point of contact with BPA personnel regarding access control and security of designated NERC CIP field sites and facilities. Additionally, this post will provide backup to the Ross Post 9 AMS officer. This post serves as a primary point of contact for any Dittmer building NERC CIP PSP access issues for employees and Contractors.
 - iii. Designated Shifts
 - 1. As a 16-hour post, this post shall be manned in two 8-hour shifts as follows:
 - a. Shift One: 0600 – 1400
 - b. Shift Two: 1400 – 2200
 - iv. Post Duties

1. Officers shall perform the following:
 - a. Monitor security alarm systems and CCTV systems for all designated NERC CIP sites and facilities, to include the Dittmer building NERC CIP PSP (Dittmer Control Center).
 - b. Be familiar with all Ross Post 9 duties and provide backup as necessary for monitoring non-NERC CIP sites. This includes the Ross Complex, the Federal Credit Union at the Plant Services Building, Headquarters, and other field sites as determined by OSCO. This shall also include the monitoring of security systems and CCTV systems at the Eugene Starr Complex as outlined in established procedures.
 - c. Use established SOP's and procedures for responding to emergency situations or alarm activations associated with NERC CIP sites. When necessary, Ross Post 10 shall dispatch appropriate patrols and contact the Clark County Regional Emergency Communications Agency to request response from outside agencies for situations at the Ross Complex. The Contract Manager and OSCO shall be immediately notified when outside agencies are contacted to respond.
 - d. Following Standard Operating Procedures notify local law enforcement, the Contract Manager, and OSCO in the event of suspicious or criminal activities.
 - e. Follow established procedures relating to NERC CIP sites and contact the appropriate BPA Control Center (Dittmer or Munro) in response to alarms or other emergency situations occurring at NERC CIP field sites.
 - f. Respond to ProWatch alarms associated with NERC CIP sites and follow established response procedures. Enter all alarm activity associated with NERC CIP sites in the ProWatch Event Log. Entries shall include alarm assessment, cause, and name of subject (if applicable).
 - g. In the absence of Ross Post 9, serve as a command and control/communications function for all posts and patrols. Dispatch patrols/security officers as needed to support daily security operations. Communicate information to patrols regarding any unusual or suspicious activity.
 - h. In the absence of Ross Post 9, conduct periodic radio checks of all security posts. Communications checks shall be made by radio every hour. During increased threat levels, communications checks shall be conducted every 30 minutes. The frequency of communications checks may be changed by the Contract Manager or OSCO.
 - i. Maintain the NERC CIP Security Desk Blotter, listing security-related activity for NERC CIP sites for a 24-hour time period. Formatting or content of specific blotter entries may be added or changed by OSCO. This electronic blotter shall be submitted daily via email to OSCO.
 - j. Perform other administrative functions associated with the monitoring of NERC CIP sites such as, but not limited to, maintaining electronic and/or hard copies of Weekly Alarm Mask Outage Log, NERC Physical Security Perimeter (PSP) Alternate Access Log, Call-Down Lists, NERC Reports, and Duty Officer Schedules. Record and maintain CCTV clips and generate CD-ROMs of NERC CIP security-related incidents. Write and submit electronic incident reports as applicable.
 - k. Act as the primary point of contact for any Dittmer building PSP access issues for employees and Contractors.

- l. Electronically document false and nuisance alarms for NERC CIP security systems in accordance with established procedures. Electronically report problems with alarm system or CCTV system hardware or software in accordance with established procedures.
 - m. Assist with security system testing as directed.
 - n. Maintain familiarity with operating and sending emergency notifications through the Emergency Notification System (ENS).
 - o. Perform patrols of the Dittmer building, Dittmer Control Center, and Dittmer building exterior when directed by OSCO. When possible, Ross Post 10 may act as the primary response element for security issues associated with the Dittmer building or Dittmer building PSP.
- iii. BPA PARK PLACE LEASED OFFICE COMPLEX SECURITY POST 1
 - i. Description of Post
 - ii. This post shall be a one person post occupied by an armed, uniformed security officer at BPA Park Place office complex leased office space, located at 7500 NE 41st Ave., Vancouver, WA 98662.
 - iii. This post shall be manned 12 hours per day, Monday through Friday, except federal holidays or as otherwise directed by OSCO. This post may be unarmed as allowed under arming Section 13.b "Exceptions" unless circumstances associated with the activation of this post warrants no exception as determined by OSCO.
 - iv. The primary responsibility of this post is to monitor access to the BPA controlled areas, patrol the facility and adjacent public areas.
 - v. Questions about physical security and access control policy shall be deferred to the Ross Physical Security Specialists.
 - ii. Designated Shifts
 - iii. This post shall be manned in one 12-hour shift from 0600 – 1800 Monday through Friday, except designated federal holidays.
 - iv. Additional hour requirements or posts may be added at the discretion of OSCO.
 - iii. Post Duties
 - iv. Officers shall perform the following:
 - v. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - vi. Perform interior and exterior patrols of designated buildings throughout the shift. The officer shall conduct patrols of the complex, parking areas, garages, etc. Interior patrols shall include random foot patrols of the various work areas of the buildings occupied by BPA. Officers shall inspect stairwells, work areas, restroom facilities, lobbies and entrances. The officer is expected to verbally interact with employees while performing their rounds, thus giving the employees a sense of active security operations.
 - vii. Remain alert for unusual, suspicious, or unauthorized activities in, around, and throughout the Park Place office complex area.
 - viii. Monitor personnel traffic entering, exiting, and inside buildings.
 - ix. Monitor activities in the main lobbies of buildings maintaining safety and security of BPA work areas.

- vii. Respond to emergency situations involving the Park Place office complex. Notify the BPA nurse for medical emergencies during normal business hours. This post shall be familiar with emergency evacuation procedures for the Park Place office complex buildings occupied by BPA personnel.
 - viii. Verify identities of individuals entering BPA work areas as necessary. When necessary, remind BPA staff members to properly display their ID in accordance with established procedures. Immediately report uncooperative personnel to the Dittmer AMS who will notify the Contract Manager and OSCO via telephone.
 - ix. Notify BPA Facilities using [web request](#) for Service Requests, FacilitiesOperationsCallCenter@bpa.gov email or call 360-418-2070 if problems exist with the doors.
 - x. Maintain communications with the AMS (Ross Post 9) for the Ross Complex.
- iv. EUGENE STARR COMPLEX SECURITY POSTS 1 and 2
- i. General Information
 - i. Two security posts (Celilo Post 1 and Celilo Post 2) are assigned for the Eugene C. Starr Complex, located in The Dalles, Oregon. These posts shall be manned by armed and uniformed security officers/supervisors. An Exception to this shall be for Celilo Post 1, which may be unarmed as allowed in section 13.b of this statement of work "Exceptions," but only during day shift hours while Celilo Post 2 is on duty as well. The unarmed status of Celilo Post 1 may not exceed 45 calendar days without approval of the COR.
 - ii. A Security Supervisor shall be assigned to the complex, on duty from 0800 to 1600 and shall assume duties as either Celilo Post 1 or Celilo Post 2 in addition to performing supervisory duties. When Celilo Post 1 is occupied by an unarmed security officer, the Security Supervisor shall occupy Celilo Post 2.
 - iii. All officers assigned to the Eugene Starr Complex shall be trained and capable of operating the various security systems, CCTV systems, and remotely controlled gates prior to assuming the post. All officers assigned to the Eugene Starr Complex shall possess a valid Non-Electrical Worker Energized Access Permit, required for entering energized areas.
 - iv. All officers assigned to the Eugene Starr Complex shall be familiar with designated NERC CIP areas on the complex and access requirements associated with NERC CIP areas.
 - v. Under the direction of OSCO, the Contractor shall establish Standard Operating Procedures (SOP) specific to the Eugene Starr Complex. These procedures shall facilitate compliance with BPA requirements and the operation of the security systems, CCTV systems, alarm response, operation of remotely controlled gates, and other systems as they are implemented. Vehicle inspections shall be conducted in accordance with approved SOPs.
 - vi. Questions about physical security and access control policy shall be deferred to the South Region Physical Security Specialist or other OSCO Physical Security Specialists.
 - ii. Post Descriptions
 - i. Celilo Post 1
 - 1. The primary responsibility of this post is to monitor access to the Starr Complex via access control systems and CCTV systems, address alarms associated with security systems and remotely operate gates as needed. This post may be temporarily unarmed (Day Shift Only) in accordance with Section 13.b of this statement of work to facilitate security officer licensing requirements.
 - ii. Celilo Post 2

1. The primary responsibility of this post is to conduct vehicle patrols, building foot patrols, incident response, vehicle inspections, and visitor access control. This post shall be assumed by the Security Supervisor.
- iii. Designated Shifts
1. Celilo Post 1
 - a. 24 hours per day, seven days per week and posted as follows:
 - b. Shift One: 0800-1600
 - c. Shift Two: 1600-0000
 - d. Shift Three: 0000-0800
 2. Celilo Post 2
 - a. Posted 0800 – 1600, Monday through Friday, except holidays
- iv. Post Duties
1. Officers shall perform the following:
 2. Celilo Post 1
 - a. Act as the primary post to monitor physical access and security-related activity via CCTV systems.
 - b. Use established procedures for responding to emergency situations, alarm activations, suspicious activity, or criminal incidents. When necessary, dispatch Celilo Post 1 and contact the Wasco County Emergency Dispatch (911), to request response from outside agencies for situations at the Eugene Starr Complex. Notify the Contract Manager and OSCO when outside agencies are contacted to respond.
 - c. Respond as necessary to assist Celilo Post 2 in performing site-related duties or incident responses. Conduct patrols, access control, and assist as necessary for visitor access and vehicle inspections. Contact the AMS (Ross Post 9) prior to leaving this post to assist Celilo Post 2.
 - d. Maintain the Security Desk Blotter, listing security-related activity and information for a 24-hour time period. Formatting or content of specific blotter entries may be added or changed by OSCO.
 - e. Maintain communications with Ross Post 9 (AMS) through procedures established for communications checks.
 - f. Conduct random patrols throughout the complex (a minimum of one every three hours and no less than three patrols in an eight-hour shift).
 - g. Conduct vehicle inspections as applicable or directed by an OSCO Physical Security Specialist.
 - h. Respond to observed suspicious activity, as directed by the Security Supervisor or as reported by employees.
 - i. Respond to and investigate alarms on the complex.
 - j. Assist Celilo Post 2 as required.
 - k. Report suspicious activity to the Dittmer AMS. During shift two and shift three, after normal complex business hours, post shall report activity directly to local law enforcement in the event of an emergency and notify the Dittmer AMS as soon as practical.

- I. Operate CCTV and alarm systems during certain hours as directed by the Security Supervisor. Notify the AMS (Ross Post 9) when leaving these systems unattended to conduct patrols.
3. Celilo Post 2, Supervisor
4. Serve as the immediate emergency security response to administrative and management staff at the complex and referring non-emergency contact to OSCO.
5. Perform functions such as standing post (Celilo Post 1 or Celilo Post 2), monitoring physical access and CCTV systems, and patrolling and responding to security incidents, other emergencies, or inspection of vehicles entering the complex as needed.
6. Ensure compliance with all applicable portions of this statement of work as well as requirements for NERC CIP designated areas.
7. Issue site specific temporary badges for visitors or employees who have forgotten their badge.
8. Ensure all security incidents are reported to the Contract Manager and OSCO immediately via telephone followed by an emailed electronic Security Incident Report.
9. Ensure Security Officer Reports and the daily Security Desk Blotter are accomplished in accordance with established directives.
10. Assist, relieve, and train officers as needed.
11. Perform other administrative functions such as, but not limited to, maintaining hard copies and/or electronic copies of Security Checklists, Standard Operating Procedures, Security Alerts, Termination Advisories, Call-Down Lists, Incident Reports, and Duty Officer Schedules. When necessary, record and maintain CCTV clips of security-related incidents that meet evidentiary requirements. Write and submit incident electronic reports when applicable.
12. Record information pertaining to false and nuisance alarms for security systems in accordance with established procedures. Report problems with alarm system or CCTV system hardware or software in accordance with established procedures.
13. When manned during BPA off duty hours, to include weekends and holidays this post shall provide a combination of patrol duties on the Eugene Starr Complex.

v. SECURITY SERVICE FOR MUNRO COMPLEX

- i. BPA's Munro Control Center (MCC) and Munro Alternate Scheduling Center (MSC), co-located in Mead, Washington, is a Tier I critical asset for the agency's ability to maintain electrical reliability and stability for the region
 - i. General Information
 1. Standard security officer procedures shall apply to all Munro Complex security posts. Under the direction of OSCO, the Contractor shall establish OSCO approved procedures for monitoring the ingress and egress of commercial vehicles, visitors and vendors to ensure persons or vehicles travel only to their authorized destinations and exit the complex in a timely manner. Officers shall maintain entry logs and visitor access procedures, as well as radio and telephone communications between the various posts, supervisors, BPA visitor/vendor sponsors, the Contract Manager, and OSCO as needed. Posts directly

supporting response to NERC CIP designated areas, or other critical assets, shall be familiar with the location of those areas, access requirements, and procedures for entry. All posts and patrols assigned to the Munro Complex shall be knowledgeable of building evacuation, shelter-in-place procedures, and other contingency procedures.

2. Under the direction of OSCO, the Contractor shall develop prescribed Standard Operating Procedures (SOP's) specific to the MCC/MSC. These procedures shall facilitate compliance with BPA requirements and the operation of the security systems, CCTV systems, alarm response, operation of remotely controlled gates, and other systems as they are implemented.
3. MCC/MSC shall have two (2) operational security posts (Munro Post 1 and Munro Post 2) to support the facility security posture. These posts shall be manned by armed and uniformed security officers. Questions about physical security and access control policy shall be deferred to the East Region Physical Security Specialist or other OSCO Physical Security Specialists.

ii. Munro Post 1, Munro Alarm Monitoring Station (AMS)

1. This post falls under the U.S. Department of Labor, Wage Determination category of Alarm Monitor.
2. Description of Post
 - a. This post is located inside the Munro Scheduling Center facility, alternate Alarm Monitoring Station (AMS). This shall be a one-person post, occupied by an armed, uniformed security officer 24 hours per day, 7 days per week. The security officer shall be equipped and trained as necessary to perform the required security services.
 - b. The primary responsibility of this post shall be to provide monitoring of security alarm systems associated with the Munro facility and BPA's NERC CIP facilities, to include associated CCTV systems and remote security systems at all hours and under all conditions (similar to Ross Post 9 & 10). This post shall be familiar with duties related to Ross Posts 9 and 10, providing backup for these posts when necessary. This post shall interact with local site and field personnel regarding access control and security issues following established procedures approved by OSCO relating to MCC/MSC as well as monitored field sites.
3. Designated Shifts
 - a. This post shall be manned in three 8-hour shifts as follows:
 - i. Shift One: 0000 – 0800
 - ii. Shift Two: 0800 – 1600
 - iii. Shift Three: 1600 – 0000
4. Post Duties
 - a. Officers shall perform the following:
 - b. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - c. Monitor security alarm systems and CCTV systems for all designated NERC CIP sites and facilities, in addition to the MCC/MSC. Assess and document alarm activity according to established SOP's.

- d. Maintain familiarity with all Ross Post 9 and Ross Post 10 duties. Provide backup as necessary for monitoring facilities and sites falling under the responsibility of Ross Post 9 and Ross Post 10.
- e. Use established SOP's and procedures for responding to emergency situations or alarm activations, to include those alarms associated with NERC CIP facilities. Dispatch appropriate patrols and contact the local regional emergency communications agency (911) to request response from outside agencies for situations at the MSC/MCC complex. The Security Supervisor, Contract Manager and OSCO shall be notified when outside agencies are contacted to respond.
- f. Notify local law enforcement, Security Supervisor, the Contract Manager, and OSCO in the event of suspicious or criminal activities in accordance with Standard Operating Procedures.
- g. Follow established procedures relating to NERC CIP sites and contact the appropriate BPA Control Center (Dittmer or Munro) in response to alarms or other emergency situations occurring at field sites.
- h. Respond to and electronically document alarms associated with NERC CIP sites and follow established response procedures. Documentation shall include alarm assessment, cause, name of subject (if applicable) and security status of site.
- i. Communicate with Munro Post 2 as needed to support daily security operations for MCC/MS. Communicate information to Munro Post 2 regarding any unusual or suspicious activity.
- j. Conduct periodic communication checks with Munro Post 2. Communications checks shall be conducted every hour. During increased threat levels, communications checks shall be conducted every 30 minutes. The frequency of communications checks may be changed by OSCO.
- k. Conduct communication checks with the Ross AMS. Communication checks shall be conducted hourly during non-duty hours to include weekends and holidays.
- l. Maintain the NERC CIP Security Desk Blotter, listing security-related activity for NERC CIP sites for a 24-hour time period. Formatting or content of specific blotter entries may be added or changed by OSCO. This blotter shall be electronically submitted daily to OSCO.
- m. Perform other administrative functions associated with the monitoring of NERC CIP sites such as, but not limited to, maintaining electronic and hard copies of Weekly Alarm Mask Outage Log, NERC Physical Security Perimeter (PSP) Alternate Access Log, Call-Down Lists, NERC Reports, and Duty Officer Schedules. Record and maintain CCTV clips and generate Video Clips of NERC CIP security-related incidents. Write and submit incident reports as applicable.
- n. Electronically Record information pertaining to false and nuisance alarms for NERC CIP security systems in accordance with established procedures. Report problems with alarm system or CCTV system hardware or software in accordance with established procedures.
- o. Assist with security system testing of BPA HQ, Ross Complex and Vancouver Mall locations, also support OSCO Physical Security Specialists during alarm system testing.

- p. Maintain familiarity with operating and sending emergency notifications through the Emergency Notification System (ENS).
 - q. Perform a combination of alarm monitoring duties and Emergency Notification System duties associated with Continuity of Operations activities.
 - r. When performing Continuity of Operations duties, Munro Post 1 shall coordinate with the Ross AMS when leaving post to ensure continuity of field site alarm system monitoring.
- iii. Munro Post 2, Supervisor/Patrol
 - 1. Description of Post
 - a. The post shall be manned 24 hours per day 7 days a week.
 - b. During below listed duty hours this post shall be occupied by a supervisor who is armed and uniformed 12 hours per day, 5 days per week, with the exception of federal holidays. The Security Supervisor shall be equipped and trained as necessary to perform the required supervisory and security services functions.
 - c. The primary responsibility of this post is to support daily security officer operations for the MCC/MSF facility and shall also conduct foot/vehicle patrols, incident/alarm response, visitor access control, vehicle inspections, and shall ensure only authorized personnel obtain access through the perimeter of the facility using OSCO approved processes.
 - d. This post shall remain highly visible in the area around MCC/MSF when not performing supervisory duties. This post shall refer questions about policy or process regarding access control, security issues, and daily security operations to the East Region Physical Security Specialist or other OSCO Physical Security Specialists.
 - e. When manned during BPA off duty hours, to include weekends and holidays this post shall provide a combination of AMS support activities including monitoring surveillance and alarm systems at NERC CIP and Non NERC CIP sites. This post shall also provide off duty hours patrol of the Munro Complex with primary focus in supporting NERC CIP site monitoring.
 - 2. Designated Shifts
 - a. This post shall be manned in 12-hour shifts as follows:
 - i. Day Shift: 0600 – 1800
 - ii. NightShift: Off duty hours to include weekends and holidays this post will be manned for patrol and AMS duties.
 - 3. Post Duties
 - a. Officers shall perform the following:
 - b. Perform supervisory duties of security officers in accordance with this SOW as applicable to location.
 - c. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies to Contract Manager, OSCO and send notification to BPA Service Tracking in accordance with established procedures.

- d. Process and screen visitors entering the complex in accordance with established procedures.
- e. Conduct vehicle inspections in accordance with established BPA requirements and current procedures approved by OSCO.
- f. Respond to and investigate alarms on the complex.
- g. Respond to suspicious activity as observed or dispatched, or as reported by employees.
- h. Assist Munro Post 1 as required.
- i. Report suspicious activity to Munro Post 1, the Contract Manager and OSCO.
- j. Inform all visitors firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor, or Contractor is carrying a weapon or other prohibited contraband, the officer shall act in accordance with established procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident shall immediately be reported to Munro Post 1 and OSCO.

4. Vehicle Barriers and Security Procedures

- a. During normal duty hours, 0600 – 1800 on weekdays, the outer facility vehicle gate shall remain open, unless otherwise directed by OSCO, or if emergency conditions arise warranting securing the outer gate. In such cases, Munro Post 1, and OSCO shall be advised immediately.
- b. The outer vehicle gate shall remain closed, requiring personnel to badge in for access during non-business hours including holidays.
- c. The inner vehicle gate shall remain closed at all times, requiring personnel with authorized access to badge at a card reader to operate the gate.
- d. Munro Post 2 shall issue access cards to visitors allowing operation of the gate after screening and access to the General Office Building.
- e. The inner automated vehicle gate for the MCC area shall remain closed at all times.
- f. Visitors requiring access to the MCC shall be processed according to established procedures at the main gate before proceeding to the MCC gate and meeting their BPA host at the MCC Main Entry.

vi. SECURITY OFFICER DEPLOYMENT TO ENERGIZED FACILITIES

- i. Security officers shall deploy to energized facilities (or other non-energized facilities) to provide security in the event of increased threats, criminal activity or if substantial BPA assets require protection.
- ii. For deployment to energized facilities, deployable security officers must maintain a valid Contractor's Non Electrical Workers Permit, or other necessary permit, for energized facility access. To obtain this permit, each deployable officer must demonstrate understanding of the "Rules of Conduct Handbook," the "Accident Prevention Manual," attend a briefing conducted by a Chief Substation Operator, pass a written test administered by the Chief Substation Operator, and Complete Substation Electrical Hazardous Awareness Training as required by the Substation Operations Group.

- iii. These requirements must be met according to BPA policies. Exceptions to deploying officers without the Permit certification will be reviewed on a case by case basis and must be approved in advance of deployment by OSCO representatives.
- iv. All security officers identified on a deployment availability list must meet NERC CIP requirements for unescorted access and movement inside a NERC CIP facility.
- v. All security officers shall be familiar with the safety information outlined in this section. In addition, officers must perform requirements contained in the deployed security officer post orders outlined below.
- vi. Emergency and Non-Emergency Deployment
 - i. The Contractor shall deploy security officers in situations arising from either 1) a credible and serious threat to a BPA facility, personnel, or resources, in the event OSCO determines a high likelihood of criminal activity could occur at a BPA site, or 2) when other activity such as an earthquake or other natural disaster potentially jeopardizes the BPA mission to provide electrical power. The Contractor shall also deploy security officers for non-emergency deployments scheduled for crime prevention. As directed by the CO, travel costs due to deployment outside of local areas where officers are assigned will be reimbursable in accordance with the Federal Travel Regulation (FTR). Travel cost estimates must be submitted in writing electronically and approved by the COR in advance of actual travel.
 - ii. Notification
 - 1. The Contractor will be notified in writing, via e-mail, or phone call of a pending security deployment. Deployment requests will be made verbally if a deployment is needed immediately. Notifications are authorized from the CO, COR, Chief Security Officer or Physical Security Representatives within OSCO.
 - iii. Training
 - 1. Security officers must complete BPA provided energized facility safety training prior to posting. The Contractor shall maintain an up to date list of security officers who hold a current Contractor Non Electrical Worker Permit. The Contractor shall provide a copy of this list to the COR upon request.
 - 2. Security officers must complete and maintain certification for the Contractor Non Electrical Worker Permit. Additionally, all officers are required annually, to read and comply with the requirements of the BPA Substation Operations Rules of Conduct and the BPA Accident Prevention Manual while deployed to Energized Facilities.
 - 3. Security officers must complete annual follow-up training including a review of the BPA Rules of Conduct Handbook and BPA Accident Prevention Manual by all personnel holding a Contractor Non Electrical Worker Access Permit. This training shall be documented in an electronic or hardcopy format by the Contractor and made available for to the COTR upon request.
 - iv. Equipment
 - 1. Contractor furnished equipment:
 - a. All normal duty gear including rain gear, and cold weather gear as needed.
 - b. Vehicle meeting the needs of the terrain and situation.
 - c. Cellular Telephone.
 - d. Portable Arming Barrel, or equivalent, safe procedure if arming/disarming is to occur on site.

- e. Water as needed.
- f. Other items deemed necessary by the Contractor or COR.

v. Post Duties

1. Officers deployed shall be armed. The Contractor shall comply with the post duties as provided by OSCO coordinated with deployed site responsible official. Deviations from post duties require email approval in advance from OSCO.
2. Upon arrival at an energized facility, the officer must contact the appropriate Control Center, either Dittmer or Munro, and must sign the substation logbook if working inside the Control House or Energized Yard) and note the time of arrival. The officer must notify the Responsible (Ross or Munro) AMS of arrival on site.
3. Upon arrival to a field site for energized facilities, security officers must meet with the BPA Site Supervisor. If this is not possible, the officer must follow the direction of OSCO through the on-duty Security Supervisor.
4. Security officer must patrol the entire facility, including out-buildings, shops, offices and storage areas as applicable and directed by OSCO. Security officers shall not perform Vehicle Patrols inside the perimeter fence of an energized portion of a facility. Maintenance, warehouse and other non-energized areas may be patrolled by vehicle or on foot.
5. Depending on circumstances, the deployed officer may have access to the energized control house and/or other facilities.
6. If an intruder is discovered on site, security officers must attempt to control the situation in the safest manner possible. Security officers shall not pursue a suspect into an energized facility. If the intruder gains access to the energized yard and is non-compliant, security officers shall immediately notify the responsible AMS who will contact law enforcement for assistance and notify the appropriate Control Center as soon as it is safe to do so.
7. If an intrusion into an energized area is suspected, security officers shall notify the responsible AMS who will contact law enforcement for assistance and notify the appropriate Control Center as soon as it is safe to do so. Security officers shall take a position of cover allowing for observation of the facility and await the arrival of law enforcement.
8. Security Officer Reports (SOR's hardcopy or electronic) must be maintained noting the date and time of various patrol duties such as perimeter, building, or surrounding area checks. Security officers must maintain record of the time and reason for the departure from posts. Security officers must coordinate post departures with the responsible AMS.
9. At the end of shift, prior to departure, security officers must notify the appropriate AMS, sign the substation log book and note the time of departure if posted at an energized facility. Security officers must notify the appropriate AMS prior to departure at the end of the shift.
10. Deployed security officers must maintain communication capability with the Responsible AMS unless circumstances, such as the remote location of the facility, prevent the ability for communications from the site.

vi. Discharge of Firearms

1. Officers shall avoid discharging a firearm in, around or near an energized facility unless no other alternative exists.
2. Officers shall not discharge liquid (Aerosol Self Defense spray) within the energized environment due to possible electrocution hazard.

vii. PERFORMANCE ASSURANCE

- i. The Contractor shall establish a performance assurance or quality assurance program ensuring personnel performing duties have the appropriate knowledge, skills, and abilities to perform the following:
 - i. Work in both corporate and industrial security functions
 - ii. Personnel are screened to meet the highest level of integrity to perform security-related duties
 - iii. Personnel are able to meet extensive background checks and security clearance standards
 - iv. Personnel meet appropriate physical capability/readiness levels associated with security-related duties
 - v. Personnel retention is addressed to maintain continuity of personnel and a low employee turnover rate.
 - vi. This performance assurance, or quality assurance, program may be a pre-existing program employed by the Contractor. The program must meet any additional specific requirements outlined within this statement of work.
 - vii. The Contract Manager shall ensure all BPA-specific elements of the Performance Assurance Program outlined below are met.
- ii. Training Elements
 - i. Job Task Analysis (JTA)
 - 1. A JTA shall be developed for all security posts within 90 calendar days of the award of the contract following the Oregon Department of Public Safety Standards and Training: "The Job Task Analysis (JTA) Process."
<http://www.oregon.gov/dpsst/at/docs/thejtaprocess.pdf>
 - 2. JTA's shall be reviewed and updated a minimum of annually. Reviews shall be documented by the Contractor and documentation provided to the COR.
 - 3. The JTA shall provide the basis for contractor provided individual security post training as well as security post certifications.
- iii. Security Post Certifications
 - i. The Contractor shall develop, review and or adapt methodology, requirements, documentation methods, and testing material to conduct initial security post certifications as well as annual (recurring) security post certification training specific to the BPA Security Services Contract implemented within 90 calendar days of the award of the contract.
 - ii. At a minimum, initial security post certifications shall include task knowledge/task performance certification based on the applicable security post JTA as well as written testing. This shall apply for new hires and existing security officers newly assigned to a security post.
 - iii. Annual security post certifications shall include at a minimum written knowledge testing of specific post procedures for all security officers posted. Similar posts may use the same quality control testing.
 - iv. Security post certification methodology shall be hierarchical and must be approved in advance by the COR.
- iv. Self-Assessments

- i. The Contractor shall conduct annual self-assessments relating to security posts, post duties, and security training, security firearms training, and firearms safety.
 - ii. Self-assessments must identify findings, if applicable, and corrective actions.
 - iii. The Contractor shall track and follow-up on corrective actions in an effort to close identified findings.
 - iv. The Contractor shall notify the COR upon the initiation of a self-assessment and shall provide to the COR the written self-assessment report in an electronic format within 20 business days of assessment completion.
- v. Performance Testing
 - i. The Contractor shall develop methodology as part of their internal Quality Control Program to implement, document, and maintain performance testing (e.g. alarm response performance tests and limited scope performance tests) for the security force carried out by Contractor assigned personnel: Contract Manager, Contract Quality Control personnel or designated security supervisors.
 - ii. Performance testing methodology shall include an applicable safety plan which shall be approved in advance by the COR before implementation.
 - iii. Performance testing methodology shall be finalized for approval within 120 calendar days following award of the contract.
 - iv. Once finalized and implemented, written records of performance testing shall be forwarded to the COR.
 - v. Limited Scope Performance testing shall be performed a minimum of twice a month and documented. Documentation shall include evaluation criteria/objectives, results, and corrective actions needed, if applicable.

viii. PERFORMANCE EVALUATIONS

- i. The CO and COR shall meet with Contractor senior personnel assigned to support the contract in-person or via phone not less than annually to discuss results of BPA quality control findings and overall performance.
- ii. The Contractor shall provide a plan for corrective actions within 5 calendar days following notification from the CO or COR of corrective action, poor performance or failure to perform. The Contractor must provide information on actions to be taken and expected completion date and notification when corrective actions are completed.

APPENDIX 1 – SUBCONTRACTING PLAN

The approved full text subcontracting plan is located in the official file. This page is intentionally left blank.

APPENDIX 2 – COLLECTIVE BARGAINING AGREEMENT

The full text collective bargaining agreement, signed 8/31/2018, is located in the official file. This page is intentionally left blank.

UNITED STATES
GOVERNMENT

CONTRACT



E-Mail Invoice To: jplund@bpa.gov

Contract : 00080004
Release :
Page : 1

Vendor:
INTER-CON SECURITY SYSTEMS INC
210 SOUTH DE LACEY AVE
PASADENA CA 91105

Please Direct Inquiries to:

CODY L. RODRIGUEZ
Title: CONTRACT SPECIALIST
Phone: 503-230-4262
E-Mail: clrodriguez@bpa.gov

Attn: MATTHEW REESER

Contract Title: BPA SECURITY SERVICES

Total Value : (b) (4)
Pricing Method: FIRM FIXED PRICE
Performance Period: 09/01/18 - 09/30/19

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

(b) (6)
Contractor Signature
Neil Martau, Chief Administrative Officer
Printed Name/Title
6/7/19
Date Signed

(b) (6)
BPA Contracting Officer
6/7/2019
Date Signed

Title : CHANGES TO ROSS POST 7, DEPLOYMENTS AND OTHER REQUIRMENTS
Modification: 002
Modified Performance Period: -
Modification Value: (b) (4)
Pricing Method :

MODIFICATION/REVISION CONTINUATION PAGE

Page 2 of 109

I. MUST CHECK ONE

<input type="checkbox"/>	A. THIS CHANGE ORDER OR OTHER UNILATERAL CHANGE IS ISSUED PURSUANT TO: <i>(Specify authority)</i>
<input type="checkbox"/>	B. ADMINISTRATIVE CHANGE SET FORTH IN ITEM II: <i>(Such as typographical errors, funding data, etc.)</i>
<input type="checkbox"/>	C. THIS CONTRACTUAL MODIFICATION IS ISSUED PURSUANT TO: <i>(Specify authority)</i> BPI Clause 28-6 Changes

II. DESCRIPTION OF MODIFICATION/REVISION

The purpose of this modification is to deactivate Ross Post 7 and implement other SOW changes based on Bonneville need. Affected pricing is changed accordingly within BPI Clause 28-2 Schedule of Pricing. Changes are made bilaterally in accordance with BPI Clause 28-6 Changes. The following changes are made by this modification:

- A. (b) (4)
- B. Several SOW requirements are changed, including the following:
 - I. Security Officer Deployment requirements are changed
 - II. Supervisory Security Officer shift requirements are changed
 - III. Munro Post 2 requirements
- C. All other terms and conditions remain unchanged and in full effect. This modification constitutes full equitable adjustment for all changes made hereto.

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UNIT 1 — COMMERCIAL

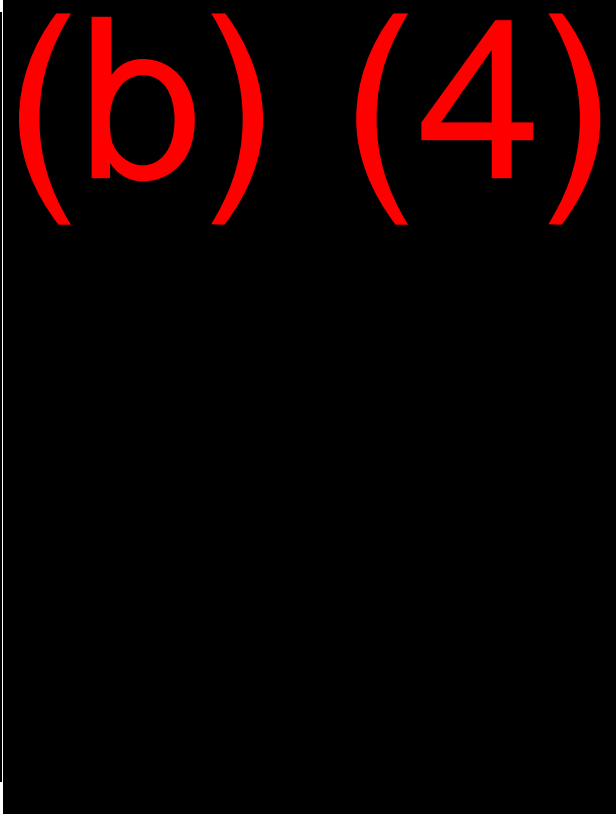
CONTRACT-BASIC TERMS (28-1.1) (MAR 2018)(BPI 28.3.4(A))

- (a) This is a Firm Fixed Price (FFP) contract for eleven months with options to extend for four pre-priced one-year option periods. By signing the contract cover page, Bonneville and the Contractor agree, subject to the attached terms and conditions, the Contractor shall sell to Bonneville the services identified herein at the prices set forth in the Schedule of Pricing.
- (b) This contract shall become effective upon receipt of the signed 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))

The contractor shall provide the services at the prices identified in accordance with the Statement of Work (SOW). Contract Line Item Numbers (CLINs) 0001 – 0005 and corresponding option period CLINs are FFP. CLINs 0006 – 0008 and corresponding option period CLINs are T&M based on actual costs. The Contractor submitted cost estimates must be submitted to and approved by the COR in advance.

Contract extension in accordance with BPI Clause 7-39 Option to Extend Services is based on the schedule of prices.

CLIN	Description	Unit	Quantity	Unit Price	Price
Base Period: 11/1/2018 - 09/30/2019					
0001	Headquarters Complex Security Posts; 11/1/2018 - 01/31/2019	MO			
0002A	Ross Complex Security Posts; 11/1/2018 - 01/31/2019	MO			
0002B	Ross Complex Security Posts; 02/1/2019 - 09/30/2019	MO			
0003	Park Place Complex Security Posts	MO			
0004	Eugene Starr Complex Security Posts	MO			
0005	Munro Complex Security Posts	MO			
0006	Deployment and Urgent Security Services OR				
0006A	Security Officer, Unarmed – Standard Rate	HR			
0006B	Security Officer, Armed – Standard Rate	HR			
0006C	Security Officer, Supervisor – Standard Rate	HR			
0006D	Alarm Monitor – Standard Rate	HR			
0006E	Security Officer, Unarmed – Overtime Rate	HR			
0006F	Security Officer, Armed – Overtime Rate	HR			
0006G	Security Officer, Supervisor – Overtime Rate	HR			
0006H	Alarm Monitor – Overtime Rate	HR			
0007	Deployment and Urgent Security Services WA				

CLIN	Description	Unit	Quantity	Unit Price	Price
0007A	Security Officer, Unarmed – Standard Rate	HR	(b)		
0007B	Security Officer, Armed – Standard Rate	HR			
0007C	Security Officer, Supervisor – Standard Rate	HR			
0007D	Alarm Monitor – Standard Rate	HR			
0007E	Alarm Monitor, Supervisor – Standard Rate	HR			
0007F	Security Officer, Unarmed – Overtime Rate	HR			
0007G	Security Officer, Armed – Overtime Rate	HR			
0007H	Security Officer, Supervisor – Overtime Rate	HR			
0007I	Alarm Monitor – Overtime Rate	HR			
0007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
0008	Travel Costs IAW FTR				
Option Period 1: 10/1/2019 - 9/30/2020					
1001	Headquarters Complex Security Posts	MO			
1002	Ross Security Posts	MO			
1003	Park Place Security Posts	MO			
1004	Eugene Starr Complex Security Posts	MO			
1005	Munro Security Posts	MO			
1006	Deployment and Urgent Security Services OR				
1006A	Security Officer, Unarmed – Standard Rate	HR			
1006B	Security Officer, Armed – Standard Rate	HR			
1006C	Security Officer, Supervisor – Standard Rate	HR			
1006D	Alarm Monitor – Standard Rate	HR			
1006E	Security Officer, Unarmed – Overtime Rate	HR			
1006F	Security Officer, Armed – Overtime Rate	HR			
1006G	Security Officer, Supervisor – Overtime Rate	HR			
1006H	Alarm Monitor – Overtime Rate	HR			
1007	Deployment and Urgent Security Services WA				
1007A	Security Officer, Unarmed – Standard Rate	HR			
1007B	Security Officer, Armed – Standard Rate	HR			
1007C	Security Officer, Supervisor – Standard Rate	HR			
1007D	Alarm Monitor – Standard Rate	HR			
1007E	Alarm Monitor, Supervisor – Standard Rate	HR			
1007F	Security Officer, Unarmed – Overtime Rate	HR			
1007G	Security Officer, Armed – Overtime Rate	HR			
1007H	Security Officer, Supervisor – Overtime Rate	HR			
1007I	Alarm Monitor – Overtime Rate	HR			
1007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
1008	Travel Costs IAW FTR				

CLIN	Description	Unit	Quantity	Unit Price	Price
Option Period 1 Total:					(b) (4)
Option Period 2: 10/1/2020 - 9/30/2021					
2001	Headquarters Complex Security Posts	MO	(b) (4)		
2002	Ross Security Posts	MO			
2003	Park Place Security Posts	MO			
2004	Eugene Starr Complex Security Posts	MO			
2005	Munro Security Posts	MO			
2006	Deployment and Urgent Security Services OR				
2006A	Security Officer, Unarmed – Standard Rate	HR			
2006B	Security Officer, Armed – Standard Rate	HR			
2006C	Security Officer, Supervisor – Standard Rate	HR			
2006D	Alarm Monitor – Standard Rate	HR			
2006E	Security Officer, Unarmed – Overtime Rate	HR			
2006F	Security Officer, Armed – Overtime Rate	HR			
2006G	Security Officer, Supervisor – Overtime Rate	HR			
2006H	Alarm Monitor – Overtime Rate	HR			
2007	Deployment and Urgent Security Services WA				
2007A	Security Officer, Unarmed – Standard Rate	HR			
2007B	Security Officer, Armed – Standard Rate	HR			
2007C	Security Officer, Supervisor – Standard Rate	HR			
2007D	Alarm Monitor – Standard Rate	HR			
2007E	Alarm Monitor, Supervisor – Standard Rate	HR			
2007F	Security Officer, Unarmed – Overtime Rate	HR			
2007G	Security Officer, Armed – Overtime Rate	HR			
2007H	Security Officer, Supervisor – Overtime Rate	HR			
2007I	Alarm Monitor – Overtime Rate	HR			
2007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
2008	Travel Costs IAW FTR				
Option Period 3: 10/1/2021 - 9/30/2022					
3001	Headquarters Complex Security Posts	MO	(b) (4)		
3002	Ross Security Posts	MO			
3003	Park Place Security Posts	MO			
3004	Eugene Starr Complex Security Posts	MO			
3005	Munro Security Posts	MO			
3006	Deployment and Urgent Security Services OR				
3006A	Security Officer, Unarmed – Standard Rate	HR			
3006B	Security Officer, Armed – Standard Rate	HR			
3006C	Security Officer, Supervisor – Standard Rate	HR			

CLIN	Description	Unit	Quantity	Unit Price	Price
3006D	Alarm Monitor – Standard Rate	HR			
3006E	Security Officer, Unarmed – Overtime Rate	HR			
3006F	Security Officer, Armed – Overtime Rate	HR			
3006G	Security Officer, Supervisor – Overtime Rate	HR			
3006H	Alarm Monitor – Overtime Rate	HR			
3007	Deployment and Urgent Security Services WA				
3007A	Security Officer, Unarmed – Standard Rate	HR			
3007B	Security Officer, Armed – Standard Rate	HR			
3007C	Security Officer, Supervisor – Standard Rate	HR			
3007D	Alarm Monitor – Standard Rate	HR			
3007E	Alarm Monitor, Supervisor – Standard Rate	HR			
3007F	Security Officer, Unarmed – Overtime Rate	HR			
3007G	Security Officer, Armed – Overtime Rate	HR			
3007H	Security Officer, Supervisor – Overtime Rate	HR			
3007I	Alarm Monitor – Overtime Rate	HR			
3007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
3008	Travel Costs IAW FTR				

Option

Option Period 4: 10/1/2022 - 9/30/2023

4001	Headquarters Complex Security Posts	MO
4002	Ross Security Posts	MO
4003	Park Place Security Posts	MO
4004	Eugene Starr Complex Security Posts	MO
4005	Munro Security Posts	MO
4006	Deployment and Urgent Security Services OR	
4006A	Security Officer, Unarmed – Standard Rate	HR
4006B	Security Officer, Armed – Standard Rate	HR
4006C	Security Officer, Supervisor – Standard Rate	HR
4006D	Alarm Monitor – Standard Rate	HR
4006E	Security Officer, Unarmed – Overtime Rate	HR
4006F	Security Officer, Armed – Overtime Rate	HR
4006G	Security Officer, Supervisor – Overtime Rate	HR
4006H	Alarm Monitor – Overtime Rate	HR
4007	Deployment and Urgent Security Services WA	
4007A	Security Officer, Unarmed – Standard Rate	HR
4007B	Security Officer, Armed – Standard Rate	HR
4007C	Security Officer, Supervisor – Standard Rate	HR
4007D	Alarm Monitor – Standard Rate	HR
4007E	Alarm Monitor, Supervisor – Standard Rate	HR

CLIN	Description	Unit	Quantity	Unit Price	Price
4007F	Security Officer, Unarmed – Overtime Rate	HR	(b) (4)		
4007G	Security Officer, Armed – Overtime Rate	HR			
4007H	Security Officer, Supervisor – Overtime Rate	HR			
4007I	Alarm Monitor – Overtime Rate	HR			
4007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
4008	Travel Costs IAW FTR				
Transition Option: 9/1/2018 - 10/31/2018					
5001	Physical Security Transition Services	MO			
		Base a			

**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 491
ATTN: NSTS-MODW Vendor Maintenance
Vancouver, WA 98666-0491

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: Travel Costs in accordance with the Federal Travel Regulations.

- (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: None.
- (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 491
ATTN: NSTS-MODW Vendor Maintenance
Vancouver, WA 98666-0491

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:

- (k) within a reasonable time after the defect was discovered or should have been discovered; and
- (l) 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.

DISPUTES (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.

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 15-11)
 - (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; or

- (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 –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) 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.
 - (iii) 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.
 - (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or

- (C) Are only for:
- (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) 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)
- (d) 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.

UNIT 2 – OTHER CLAUSES

RESTRICTION ON COMMERCIAL ADVERTISING (3-9) (MAR 2018) (BPI 3.5.2)

The Contractor agrees that without the Bonneville Power Administration's (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2) (MAR 2018)(BPI 5.1.4 (B))

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will 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 to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor's own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;
- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

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 advance written notice to the Contractor within 60 calendar days.

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 advance written notice to the Contractor within 60 calendar days; provided that Bonneville gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar 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 5 years and 7 months.

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

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

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

- (a) Definitions. As used in this clause-
 - "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 - "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 - "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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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.

(i) 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.

(j) 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.

(k) 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.

(l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.

(m) 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.

- (n) 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.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) 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.
- (q) 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.
- (r) 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.
- (s) 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.
- (t) 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 by reference into the contract, and are identified as follows:

Wage Determination	Revision #	Revision Date	State	County
CBA-2015-7941	2	12/11/2018	OR	Statewide
CBA-2015-7942	2	12/11/2018	WA	Statewide

EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
 - (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
 - (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
 - (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
 - (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.

- (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**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.

“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.

“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.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"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 suspension/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.

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.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

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

- (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.

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:
 - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program(Bonneville Policy 434-1),
 - (10)Business Use of Bonneville Technology Services (BPAM Chapter 1110),

- (11) Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12) Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13) Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14) Preservation of property (41 CFR § 102-74.380),
 - (15) Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16) Disturbances (41 CFR § 102-74.390),
 - (17) Gambling Prohibited (41 CFR § 102-74.395),
 - (18) Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19) Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20) Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21) Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

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.

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)

- (a) 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.
- (b) 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.
- (c) 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.

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 (16-8)
(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 \$2,000,000 per occurrence.
- (c) Excess / Umbrella general liability insurance of at least \$5,000,000
- (d) 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.
- (e) 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.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("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 as contemplated by the terms of this contract. 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 this

contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor'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 earliest of any termination of this contract or the Contractor's written request.

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.

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

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.

(b) (4), (b) (6)

UNIT 4 — STATEMENT OF WORK

- A) General Information
 - 1) Introduction
 - 2) Background
 - 3) Place of Performance
 - 4) Government-Furnished Materials and Equipment
 - 5) Contractor-Furnished Materials and Equipment
 - 6) Federal Holidays
 - 7) Acronym Definitions
 - 8) Documentation
- B) Work and Service Requirements
 - 1) General Requirements
 - 2) Security Clearance Requirements
 - 3) Required Documentation Prior to Award
 - 4) Standard Operating Procedures
 - 5) Certifications and Credentials
 - 6) Contractor Furnished Training
 - 7) Contract Employee Requirements
 - 8) Duties of the Contractor
 - 9) Weapons Requirements
 - 10) Company Representatives and Supervision
 - 11) Security Supervisor Procedures And Duties
 - 12) General Security Officer Conduct
 - 13) Deliverables and Performance
 - 14) Shift and Post Requirement
 - 15) Safety Requirements
- C) Security Service for the BPA Headquarters Complex
- D) Security Service for the Ross Complex
- E) Security Service for the BPA Park Place Leased Office Complex
- F) Security Service for the Eugene Starr Complex
- G) Security Service for the Munro Complex
- H) Security Service Deployment to Energized Facilities
- I) Performance Assurance
- J) Performance Evaluation

A) GENERAL INFORMATION

1) INTRODUCTION

- a. This Statement of Work is for the acquisition of armed security officer services (protective force) at the Bonneville Power Administration (BPA) Headquarters in Portland, Oregon; Ross Complex, located in Vancouver, Washington; Eugene Starr Complex, located in The Dalles, Oregon; Munro Complex in Mead, Washington; and other BPA facilities or properties as security needs arise.
- b. The services provided are commensurate with the duties of a Guard I (limited use of Guard I), Guard II and Alarm Monitor as defined under the Protective Service Occupations category of the Department of Labor (DOL) document titled, "Service Contract Act Directory of Occupations." Therefore, services offered by the Contractor must stipulate use of Guard I and Guard II, and Alarm Monitor personnel exclusively. Any employment of Guard I personnel during the performance of the contract other than that specified in the Statement of Work and allowed by the temporary exception outlined in section 13.b, Certifications and Credentials or authorized by the CO or COR prior to the posting occurring, may be considered grounds for termination for default.
- c. This Statement of Work (SOW) is for the sole use of the security services provider (Contractor) and Bonneville Power Administration in order to administer this security services contract. All information, procedures, requirements, instructions and descriptions of duties contained in the SOW shall be protected from unauthorized disclosure, distribution, copying, other duplication, electronic transmission, and any other form of unauthorized use. This SOW shall not be provided in part or in full to any person, company, agency, representative or any other element without the express written consent of the Contracting Officer. This document is identified as Critical Information. Under BPA's Information Protection Guidance, it is not required to be marked; however, controlled distribution and information security protections are required.
- d. The execution of this SOW will be under the supervision of the Bonneville Power Administration's (BPA's) Office of Security and Continuity of Operations (OSCO), under the direction of the Chief Security and Continuity Officer (CSCO).

2) BACKGROUND

- a. The Bonneville Power Administration (hereinafter referred to as "BPA") is a federal agency, within the U.S. Department of Energy, that markets wholesale electrical power and operates and markets transmission services in the Pacific Northwest. The wholesale electrical power marketed by BPA comes from 31 federal hydro projects in the Columbia River Basin, one nonfederal nuclear plant and several other small nonfederal power plants. BPA's customers include publicly owned and investor-owned utilities, as well as some large industries. BPA also sells or exchanges power with utilities in Canada and the Western United States. Revenue earned by BPA helps it fulfill public responsibilities that include low-cost and reliable power and investments in energy conservation and renewable resources.
- b. As a major provider of electrical power throughout the Pacific Northwest, BPA's resources are critical to the agency continuing to meet its mission essential function, providing Federal power to load in a reliable manner. As such, BPA is required to develop and implement security strategies to protect critical infrastructure, key resources, and personnel to ensure the accomplishment of BPA's mission. The intent of these strategies are to prevent the exploitation, incapacitation, or destruction of BPA's infrastructures and resources. Accordingly, BPA's hydro-electric grid is identified as critical to the economic prosperity, national defense, and quality of life of the United States. Therefore, BPA seeks a partnership with a security provider who is equipped and prepared to play a vital role in supporting the protection of BPA's portion of the nation's critical energy infrastructure.

3) PLACE OF PERFORMANCE

- a. The Contractor shall provide security officer services at the BPA's facilities at the following locations:
- b. BPA Headquarters building, located at 905 NE 11th Avenue, Portland, OR 97232
- c. BPA Ross Complex, located at 5411 NE Highway 99, Vancouver, Washington 98663

- d. Eugene Starr Complex, located in The Dalles, Oregon
- e. Munro Complex, located in Mead, Washington
- f. Other locations within the BPA Regional Service Area as deemed necessary by BPA

4) GOVERNMENT-FURNISHED MATERIALS AND EQUIPMENT

- a. BPA will provide facilities, workstations, computers, printers, and other associated equipment for security officer and security supervisor use.
- b. BPA will provide maps, floor plans and information to build security operating procedures to the Contractor as needed for distribution to appropriate posts and personnel. The Contractor must maintain these materials in the post books. The Contractor must protect this information in accordance with BPA Information Protection Program standards.
- c. BPA will provide a copy of the Emergency Procedures and any call-out rosters, which the Contractor shall maintain at each site. These documents shall be protected in accordance with BPA Information Protection Program standards.

5) CONTRACTOR-FURNISHED MATERIALS AND EQUIPMENT

- a. The Contractor shall furnish all training, quality control, personnel, uniforms, equipment, materials, and supervision to maintain physical security for BPA Headquarters, Ross Complex, Eugene Starr Complex, Munro Complex, employees, and visitors.
- b. The Contractor shall provide the following items of operational equipment:
 - i. One hand-held portable public address system with batteries at HQ, Ross, Eugene Starr and Munro locations
 - ii. One hand-held, battery-operated spotlight with batteries at each complex, HQ, Ross, Eugene Starr and Munro
 - iii. Sufficient communications equipment, to maintain contact with security officers and BPA Local Facilities personnel.
 - iv. One (1) 800 MHz capable hand held radio on each security post. Additionally, base stations compatible with regional emergency services communications systems shall be provided for Headquarters Post 1, , Ross Dittmer AMS, Ross Post 2, (CSB) and Munro AMS.
- c. The Contractor shall furnish Vehicles to meet SOW requirements. Information on vehicles being considered must be submitted to and approved by the BPA OSCO COR prior to use in performance of this contract. Consideration for the selection of patrol vehicles shall include area inclement weather conditions, operating terrain, fuel economy, vehicle purpose, etc. Vehicles designated for deployment purposes must take into account that BPA deployment locations include remote locations accessed via fire roads, and Right of Way access roads that require ability to operate off hardened road surfaces. Any exceptions, changes, or modifications to vehicle requirements during the contract must be approved in advance by the COR and/or CO. Refer to Federal Standard 307 for further guidance
 - i. BPA Headquarters.
 - (a) No vehicles are required
 - ii. Ross Complex
 - (a) Three Vehicles, Two for patrol and one for supervision.
 - (b) All are to be AWD or 4x4
 - (c) Est. Mileage for patrol vehicles 22,000 each, per year
 - (d) Est. Mileage for supervisor vehicle: 35,000 Per year.
 - iii. Park Place office complex
 - (a) One vehicle for patrol duties.

- (b) Est. Mileage: 7,000 miles per year
- iv. Eugene Starr Complex
 - (a) One vehicle for patrol use
 - (b) AWD or 4-wheel drive, compact, extended cab pickup truck or SUV.
 - (c) Est. Mileage: 30,000 Per year
- v. Munro Complex
 - (a) One vehicle for patrol use.
 - (b) AWD or 4-wheel drive, compact, extended cab pickup truck or SUV
 - (c) Est. Mileage: 30,000 Per year
- vi. Spare Deployment Vehicles
 - (a) Two spare vehicles shall be available at all times for emergency deployments to various BPA facilities or higher threat conditions. One of the spare vehicle may be located at the Eugene Starr Complex.
 - (b) AWD or 4-wheel drive, compact, extended cab pickup truck or SUV.
 - (c) Est. Mileage 6,000 per year.
- vii. Vehicle equipment
 - (a) The color of the patrol vehicles shall be consistent with security or law enforcement-type vehicles. Doors on each side of the vehicles shall be marked " Security". In addition to other items deemed necessary by the Contractor, the Contractor must equip vehicles as follows:
 - (b) Light bar with flashing amber lights
 - (c) Spot light (mounted, remotely operated or hand-held portable)
 - (d) Spare tire and tools
 - (e) Traction devices or tires
 - (f) First Aid kit with protective gloves and medical waste receptacle
 - (g) Emergency Road Kit using LED or reflective emergency markers
 - (h) Vehicle mounted radio compatible with regional emergency services communications systems
 - (i) A,B,C Fire extinguisher
- d. Uniform and Equipment
 - i. Uniforms shall be of professional appearance, color-coordinated police/security style uniforms that are standard issue by the Contractor and worn by all security officers and security supervisors. The uniforms for security officers and security supervisors assigned to the Eugene Starr Complex may be a tactical uniform (e.g. – 5.11 Tactical Series or similar) in the color of Khaki. Officers required to have a Non Electrical Worker Access Permit to energized areas must be provided uniforms meeting NFPA requirements for Arc Flash and Energized yard environments as listed in the BPA Accident Prevention Manual and Rules of Conduct Handbook.
 - ii. The following items of clothing and equipment shall be issued to and placed in the care and custody of each employee. Adjustments or changes to these requirements must be approved in advance by the COR.
 - iii. Rain and cold weather gear as required with high visibility security identification located on the front and back.

- iv. A name tag that is professional in appearance with the first initial and last name of the officer to be worn in a consistent location on the uniform.
 - v. Duty belt with minimum level 3 retention holster, similar to what Law Enforcement agencies currently use, requiring two separate actions to release retentions and draw the weapon. ex: an SSL sleeve or thumb break combined with a rocking motion, magazine pouch, handcuff pouch, and other equipment approved in advance by the COR.
 - vi. Black security or police style duty boots or shoes. Tan security or police style duty boots may be issued for use with Eugene Starr uniforms if khaki color uniforms are selected.
 - vii. Officers holding an energized access permit must be provided appropriate foot gear as listed in the BPA Accident Prevention Manual Section A-2 which is as follows: Lace-up, over the ankle leather boots with rigid sole and heel meeting ASTM F 2413-11 with an EH Rating or ASTM F 2413-05, Class 75 with EH rating
 - viii. Professional Looking full finger black gloves lined with cut resistant material that meets 29 CFR part 1910 subpart I App B and ANSI / ISEA 105-2016 such as Law Enforcement agencies would provide to LE Officers for cut protection.
 - ix. Whistle
 - x. Security Officer badge meeting requirements of state laws where performing duty to be worn on the most exterior article of clothing(i.e. uniform shirt, uniform jacket, rain gear or cold weather clothing)
 - xi. Gender specific ballistic body armor meeting U.S. Department of Justice National Institute of Justice Standard 0101.06, Classification Type II-A. and meeting OSHA Standard 1910.132
 - xii. Sufficient numbers of uniform pants, short sleeve shirts, and long sleeve shirts for each officer to maintain uniform cleanliness and professional appearance.
 - xiii. Security/law enforcement style all weather jacket, with high visibility security identification on front and back affording access to their issued duty weapon.
 - xiv. Aerosol Defensive spray and carrying pouch of the type and potency that local LE and/or local security companies carry.
- e. At a minimum, the following items of equipment shall be provided to employees for each shift. Additional items deemed necessary by the Contractor must be approved by the COR:
- i. Handcuffs and handcuff key
 - ii. Aerosol Defensive Spray
 - iii. Flashlight similar to the type Law Enforcement use, capable of being operated with one hand (push button on/off) while using a duty weapon in a high stress environment
 - iv. Semiautomatic Handgun with similar characteristics and performance as Law Enforcement agencies use no less than 9mm
 - v. Ammunition meeting Law Enforcement performance characteristics, no less than 9mm in caliber
 - vi. two magazines, and one round for the chamber. Magazine capacity shall be the maximum allowed by law
 - vii. Handheld Radios compatible with regional emergency services communications systems
 - viii. The Contractor shall provide a secure, lockable cabinet sufficient for the secure storage of weapons at each arming/disarming point. Information pertaining to the proposed weapons storage cabinet shall be submitted to the COR for approval upon award of the contract
 - ix. The Contractor shall provide an approved bullet containment device for issuance of duty weapons at each arming point. Bullet containment devices must be placed in position so the muzzle of any weapon to be cleared is angled down and towards the floor

- x. All Contractor-provided equipment shall be appropriately marked and identified as belonging to the Contractor

6) FEDERAL HOLIDAYS

- a. Federal Holidays occurring on Saturdays are observed on the Friday prior, and Federal Holidays occurring on Sundays are observed on the Monday following, 5 U.S.C. 6103 and Office of Personnel Management guidance
- b. BPA observes the following Federal Holidays:
 - c. New Year's Day January 1st
 - d. Martin Luther King Day 3rd Monday in January
 - e. Washington's Birthday 3rd Monday in February
 - f. Memorial Day Last Monday in May
 - g. Independence Day July 4th
 - h. Labor Day 1st Monday in September
 - i. Columbus Day 2nd Monday in October
 - j. Veterans' Day November 11th
 - k. Thanksgiving Day 4th Thursday in November
 - l. Christmas Day December 25th

7) ACRONYM DEFINITIONS AND INFORMATIONAL LINKS

- a. Acronyms:
- b. BMS Room: Building Management System Room. BMS rooms at BPA house critical facilities operations equipment
- c. HSPD: Homeland Security Presidential Directive
- d. JTS Room: Joint Tenant Space. Data services and equipment rooms on each floor of BPA HQ, shared by GSA
- e. PACS: Physical Access Control Systems
- f. WSO: Weapons Safety Officer. A security officer or security supervisor who is knowledgeable, trained, and designated to oversee weapons issue and arming/disarming of personnel for shift change purposes

8) DOCUMENTATION

- a. Codified Federal Regulations (CFRs) www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl
<http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=41:3.1.1.3.22#41:3.1.1.3.22.3.326.3>
- b. DOE Order 470.4b, Appendix B, Section 1, "Facility Clearances and Registration of Safeguards and Security Activities," and Section 2 "Foreign Ownership, Control or Influence Programs (FOCI)." <https://www.directives.doe.gov/directives-documents/400-series/0470.4-BOrder-b-admchg1>
- c. Executive Order 12829
<http://www.archives.gov/isoo/policy-documents/eo-12829.html>
- d. HSPD-7
<http://www.dhs.gov/homeland-security-presidential-directive-7>
- e. HSPD-12
<http://www.dhs.gov/homeland-security-presidential-directive-12>
- f. NERC CIP Standard 006

- g. <http://www.nerc.com/standard006>
Oregon Department of Safety, Standards, and Training (Oregon DPSST)
- h. <http://www.oregon.gov/DPSST/PS/pages/index.aspx>
Oregon Revised Statutes
- i. <http://www.leg.state.or.us/ors/>
Privacy Act 1974
- j. <http://www.justice.gov/opcl/privstat.htm>
Revised Code of Washington (RCW)
- k. <http://apps.leg.wa.gov/rcw/>
SF 328
http://hss.doe.gov/HQSecOp/foreign_ownership/FOCI_SF328_INSTRUCTIONS.pdf
<http://www.gsa.gov/portal/forms/download/116246>
- l. U.S. Department of Justice National Institute 0101.06
- m. NIJ Standard-0101.06 for Ballistic-Resistance of Body Armor and NIJ Standard-0115.00 for Stab-Resistance of Body Armor
- n. Washington State Criminal Justice Training commission (WSCJTC)
<https://fortress.wa.gov/cjtc/www/>
- o. Washington State Department of Licensing
<http://www.dol.wa.gov/business/securityguards/sggetarmed.html>
- p. 18 USC 793
<http://codes.lp.findlaw.com/uscode/18/l/37/793>
- q. 18 USC 794
<http://codes.lp.findlaw.com/uscode/18/l/37/794>

K) WORK AND SERVICE REQUIREMENTS

1) GENERAL REQUIREMENTS

- a. The overall purpose of this contract is to provide an estimated aggregate of approximately 97,688 annual hours of security officer services and approximately 15,776 annual hours of supervisory services for the BPA Headquarters, Ross Complex, Eugene Starr Complex, Munro Complex and other BPA facilities as addressed in this SOW. Additional security services may be requested by BPA for special events, increased security conditions, emergency services, etc. BPA projects requiring approximately 1,000 hours annually for additional security services on an as-needed basis for unforeseen situations.
- b. Security services include but are not limited to the following:
 - i. Armed guard services.
 - ii. Protection of employees, facilities and property.
 - iii. Access control, to include screening of visitors, vehicles, packages.
 - iv. Issuance of visitor badges and enforcement of BPA's ID badge policies.
 - v. Alarm Monitoring Station - operation and monitoring of security alarm systems and CCTV systems across geographically dispersed locations.
 - vi. Operation and monitoring of automated access controls.
 - vii. Observation and monitoring of building and fire warning systems and HVAC system warning panels and controls.

- viii. Response by Security Officers to Security Incidents occurring on BPA owned property.
 - ix. Vehicle patrols of BPA Property and leased space, and interior and exterior foot patrols at designated locations.
 - x. Application of compliance-based security requirements, to include maintenance of records associated with compliance requirements.
 - xi. Application of GSA building regulations.
 - xii. Interface with Federal Protective Service (FPS) and other law enforcement or emergency responders.
- c. BPA Headquarters
- i. The BPA Headquarters is a General Services Administration (GSA), seven-story office structure with three levels of underground parking. The BPA Headquarters building (905 building) and the adjacent 911 federal building comprise the Portland, OR Eastside Federal Complex. The 905 building contains administrative offices for approximately 1,500 federal employees and contractors and is located at 905 NE 11th Avenue, Portland, Oregon
 - ii. BPA partners with the Federal Protective Service (FPS) on security strategies for the Eastside Federal Complex. The FPS is responsible for the protection and security of federal GSA owned property and leased property. In general, FPS operations focus on security and law enforcement activities reducing vulnerability to criminal and terrorist threats. FPS protection and security operations include all-hazards based risk assessments; emplacement of criminal and terrorist countermeasures; law enforcement response; assistance to federal agencies through Facility Security Committees; and emergency and safety education programs
 - iii. FPS contracts security guard services for federal building access control, employee and visitor identification checks, security equipment monitoring, and roving patrols of the interior and exterior of federal property. Through memorandum of agreement, BPA's Office of Security and Continuity of Operations manages and contracts security services for the BPA HQ and works in cooperation with FPS to ensure security for the BPA HQ and Eastside Federal Complex meets both Department of Energy and GSA/DHS building security requirements
- d. BPA Ross Complex
- i. The BPA Ross Complex is located at 5411 NE Highway 99 in Vancouver, Washington. The Ross Complex is situated on a 250 acre industrial complex consisting of 55 individual buildings with approximately 1,100 employees and Contractors assigned. Functions associated with buildings on the Ross Complex include high voltage electrical power distribution, administrative offices, electrical control and dispatching center, auditorium, laboratories, oil pumps, shipping and receiving, storage, scales, gas station, welding and cutting shop, microwave radio transmission equipment, hazardous waste storage, transformer repair, computers, flammables and herbicide storage, and solar power
- e. Eugene Starr Complex
- i. The Eugene Starr Complex, located near The Dalles, Oregon, consists of high voltage substations, equipment maintenance shops and other related support facilities on an 850 acre parcel of land approximately one mile south of The Dalles, Oregon
- f. BPA Park Place Leased Space
- i. The BPA Park Place office complex consists of one or more office buildings leased by BPA and other tenants in Vancouver, Washington. Office space leased by BPA at the Park Place office complex changes as office space needs change within the agency
- g. Munro Complex

- i. located in Mead, WA and consists of the Munro Dispatch Center, Munro Scheduling Center, Bell Electrical Substation, Spokane District Maintenance Headquarters and various office spaces located on 66 acres.
- h. BPA's security force is comprised of numerous posts including stationary access control, vehicle inspection, visitor processing, alarm monitoring, and foot and vehicle patrols. The number, hours, and specific duties of these posts and positions are described in sections related to the posting requirements for each site.
- i. BPA reserves the right to assess security post needs and requirements as the security environment, contingency operations, and security requirements change for the agency. In doing so, BPA may elect to add, eliminate, or modify security posts, post duties, or post hours by bilateral contract modification

2) SECURITY CLEARANCE REQUIREMENTS

- a. At a minimum, at least one security supervisor on duty per shift at HQ during core hours (0600-1800) and one security supervisor at the Ross Complex during all shifts shall have a DOE L (SECRET) security clearance or the L clearance in progress following the award of the contract. The Contractor will submit a list of security supervisors that will be submitted for clearance requirements through BPA Personnel Security within 30 calendar days of contract award. BPA will coordinate with the Contractor to submit security supervisor names to obtain DOE L clearances for a sufficient number of security supervisors to meet the above expected BPA need. The Contractor must notify BPA immediately upon discovery of circumstances impacting the security clearance held by a contractor's employee assigned to the BPA Security Services Contract.
- b. Prior to being issued a Department of Energy (DOE) identification badge, employees of the Contractor must accomplish the appropriate Personal Identity Verification (PIV) documentation required under HSPD-12. The PIV process will occur through the Personnel Security organization within BPA's Office of Security and Continuity of Operations (OSCO), who will supply the Contractor the necessary information and forms for this process. Employees of the Contractor must use the issued DOE ID badge for entry into BPA facilities. Proximity cards may also be programmed and issued to security officers for access to other electronically controlled areas.
- c. Documentation of security practices and procedures (pertaining to personnel clearances and the training and reporting they are required to do if they hold a facility clearance and manage cleared personnel)

3) DOCUMENTATION REQUIRED PRIOR TO AWARD

- a. Prior to award of this contract, the Contractor shall furnish to the Contracting Officer:
 - i. A Certificate of Authority from the Corporate Division of the Oregon State Department of Commerce
 - ii. A Certificate of Authority from the Washington State Department of Commerce
 - iii. A Certificate of Good Standing from the state in which the firm is incorporated.
 - iv. A facility security clearance from HQ, U.S. Department of Energy pursuant to Executive Order 12829 or equivalent DOD FCL determination.
 - v. The Contracting Officer (CO), or designee (COR), will review the credentials of applicants proposed by the Contractor and reject any employee that, in the opinion of the Government, is not suitable for this contract. Under these circumstances, an appeals process will be provided to the Contractor.

4) STANDARD OPERATING PROCEDURES

- a. The Contractor shall review, update and provide to the COR, updated Standard Operating Procedures (SOP's) by December 1, 2018 for the Contractor's operational and administrative use.

BPA will provide information pertaining to procedures and policy in order to assist the Contractor with SOP development.

b. Contents of SOP

i. The following are examples of SOP content. Specific sections required by BPA will be identified by OSCO, and proposed by the Contract Manager for BPA consideration:

- (a) Uniforms and standards of appearance.
- (b) Weapons and equipment issue, safety procedures, and accountability.
- (c) Functions and duties of the security officers.
- (d) Security officer authority.
- (e) Apprehension policies and procedures.
- (f) Response to bomb threats or suspected IED.
- (g) Response to intrusion alarms.
- (h) Response to unauthorized individuals.
- (i) Response to discovery of prohibited items.
- (j) Response to fire alarms and building evacuations.
- (k) Customer Service and Diversity Awareness Training.
- (l) Access control procedures, including visitors.
- (m) Response to robberies and other violent crimes.
- (n) Providing motorist assistance.
- (o) Providing escort services to employees.
- (p) Radio communications procedures.
- (q) Use of force.
- (r) Report writing.
- (s) Lost and found property.
- (t) Building/Gate Security Checks.
- (u) CCTV monitoring procedures.
- (v) Alarm monitoring/response procedures.
- (w) HQ parking procedures.
- (x) Current issued Post Orders, Access Restrictions (Security Alerts and Access Status Notifications), Operations Bulletins, Special Notices, etc.
- (y) Vehicle inspection techniques and practices for detecting bombs or other dangerous materials.
- (z) Personnel screening (use of x-ray, hand wands, etc.).

ii. SOP Distribution

- (a) The Contractor shall maintain current copies of applicable SOP's in hard copy at each stationary post and electronic copies in a central electronic file location available to all officers.

iii. SOP Training and Familiarization

- (a) Prior to assignment to any post for duty either for shift or relief, the Contractor shall provide each new employee training sufficient to ensure a general familiarization of all BPA Posts and SOP's. The Contractor shall provide post specific training sufficient to ensure officers are thoroughly trained, and knowledgeable of the post SOP's and duties associated with the post. Officers assigned to a post must be familiar with the duties of other posts having operational interdependencies. Training shall be documented in electronic and/or hardcopy format in individual Officer Training Records
- iv. SOP Review Requirements
 - (a) Unless otherwise directed by OSCO, the Contractor shall conduct quarterly reviews of officer knowledge and understanding of the SOP's for the post or posts which the officer is assigned. The reviews may be oral interviews, written exams, practical demonstration, or any combination of all three. The Contractor shall maintain records documenting reviews.
 - (b) Results of quarterly evaluations shall be provided to the COR through the use of a Limited Scope Performance Testing Database. These results may also be used to determine future training requirements.
- v. SOP Updates
 - (a) The Contractor shall conduct and document annual reviews of SOP's. The Contractor shall provide the COR with updates and changes to SOP's as they occur and must incorporate change recommendations or requirements directed by OSCO.

5) CERTIFICATIONS AND CREDENTIALS

a. Armed Security Officer Certifications and Credentials

- i. BPA's security program uses armed security officers. The Contractor shall fully comply with the Revised Code of Washington, Washington State Criminal Justice Training Commission regulations, and the Washington Administrative Codes regarding the licensing of Private Security companies and security officers. Additionally, the Contractor shall fully comply with Oregon Revised Statutes, Oregon Department of Public Safety Standards and Training and Oregon Administrative Rules. Each armed security officer assigned to Washington facilities shall be licensed as a Washington Armed Private Security Guard. Each armed security officer assigned to Oregon facilities shall be licensed as an Oregon Armed Private Security Officer. Authorized Guard 1 (unarmed officers) shall be licensed as unarmed security officers in the state that the officer is assigned. All officers shall be licensed in compliance with state law. Security officers may be dual-certified in order to support BPA deployments within BPA's service area. Security supervisors and security officers shall carry their state issued Security Officer licenses with them at all times while on duty. The Contractor shall assess DOE Protective Force requirements for feasibility of implementation when conducting self-assessments as identified in section 42 of this SOW.

b. Allowed Exceptions to Armed Security Officer Certifications and Credentials:

- i. Exceptions to BPA's contract requirement to use armed security officers involves temporarily allowing licensed unarmed security officers to occupy designated posts while the administrative process for armed security officer licensing is completed. Under these exceptions, the Contractor may use unarmed security officers only as specifically authorized and approved in advance by the COR or designated representative from BPA's OSCO. BPA expects officers employed using this exception will have completed all requirements for armed security officer licensing including successful completion of armed security officer training classes and qualification course of fire conducted and certified in compliance with state requirements prior to assignment to these posts. Officers must complete the appropriate training and demonstrate the knowledge, skills, and abilities to effectively conduct operations for the assigned post prior to post assignment. The following posts upon notification and approval of the COR may be posted under this exception with state licensed unarmed security officers for a period of no more than 45 calendar days unless otherwise approved by the CO/COR:

- (a) HQ Post 6

- (b) HQ Post 9
- (c) Ross Post 1 day shift (Dittmer building West Entrance)
- (d) Ross Post 2 day shift (Ross Complex Construction Services Building)
- (e) Eugene Starr Complex Post 1, day shift only
- (f) Munro Post 1, Munro Alarm Monitoring Station (AMS)
- (g) Munro Post 2, Supervisor/Patrol (Day shift only) Supervisor will be posted on Munro Post 1 when an unarmed officer must be posted on Munro Post 2.

c. Transition (60 Calendar Days)

- i. Within 15 calendar days following contract award, the Contractor must develop a transition plan ensuring necessary staff, certifications, training, and continuity are maintained in accordance with this SOW in order to maintain effective security operations. The Contractor must submit the transition plan to the COR for review and approval no later than 20 calendar days following contract award. At a minimum the plan shall address:
 - ii. Staffing Levels
 - iii. Process for transitioning predecessor employees
 - iv. Recruitment of new employees
 - v. Strategy for providing post coverage during breaks and meal periods
 - vi. Strategy for transition of uniforms
 - vii. Supervisory plan implementation
 - viii. Roles of management and administrative personnel
 - ix. Communication methods and protocols
 - x. Inventory and equipment including weapons and ammunition
 - xi. Daily transition event calendar
 - xii. The Selected Contractor shall provide weekly transition status reports during the transition period to address the following items:
 - xiii. Staffing
 - xiv. Permits, Licenses, and Registrations
 - xv. Personnel clearances
 - xvi. Transition events/milestones
 - xvii. Equipment and uniform purchases
 - xviii. Emergency Radio Network agreement with regional emergency services communications agencies
 - xix. Transition Expectations at End of Contract
 - (a) At the beginning of the transition period to a follow-on contract, the Contractor shall provide personnel records, including but not limited to, training, medical, suitability and security records to the successor Contractor within 10 calendar days.

6) CONTRACTOR FURNISHED TRAINING

- a. The Contractor shall develop a Job Task Analysis (JTA) and identify general training needs as well as post-specific training needs in addition to State required Security Officer licensing requirements. JTA's and post certification processes shall be part of annual training which include processes specific to BPA Contract posts and shall be fully implemented within 90 calendar days of the award of

the contract. JTA information shall be used to develop annual post specific certification (Quality Control) and an Annual Training Plan, which the Contractor shall provide to the COR by October 1 of each year. The Contractor shall provide pre-employment training meeting all requirements listed under "Armed Certifications and Credentials" and "Pre-Employment Training" prior to assigning any officer a post. Post-Employment training is defined as State required annual Armed Security Officer certification training, proficiency training and annual post specific certification training conducted after initial employment. Post-employment training shall be conducted in accordance with section 16) of the SOW.

- b. Pre-employment and post-employment training shall be conducted and certified/documented at no additional cost to BPA. Training hours may be organized in any manner determined to be most efficient for the Contractor other than the training hour organization specifically mentioned in this Statement of Work for weapons or use of force. Training hours required for Weapons or use of force training shall not be shifted between officers.
- c. Pre-Employment Training
 - i. Certification of completion of pre-employment training and licensing requirements for new hire employees shall be furnished to the COR prior to the start of employee performance. This notification may be in the form of an official letter, memorandum, or e-mail to the COR. All officers must complete the following training prior to assignment on post:
 - (a) Oregon and/or Washington State licensing requirements, including successful completion of firearms qualification course(s) of fire meeting requirements of state in which licensed shall be conducted and certified by the Contractor prior to using post-employment and other training allotments.
 - ii. Orientation training and task performance demonstration certification regarding proper use and techniques for handcuff application as well as proper use and techniques for Aerosol Self Defense spray application at the full range of use of force levels. This training shall be performed by an instructor with credentials accepted by the state in which the officers will be certified, for less-than-lethal/use of force, or through other certification means approved by the COR (e.g. – master use of force instructor certification, etc.). At the option of the Contractor, orientation training for handcuffs and/or Aerosol Self Defense spray may be waived if a new-hire security officer can provide documentation of training for handcuffs and/or Aerosol Self Defense spray occurring within 6 months prior to hire related to a previously held security, military, or law enforcement position. Such documentation shall become a part of the security officer's training record for pre-employment training.
 - iii. 16 hours of training directed towards use of locally used X-Ray equipment for officers assigned to a post which includes use of an X-Ray machine unless they can show documentation of training on a similar model X-Ray system in the previous 6 months and familiarization training on the X-Ray system utilized at BPA. Officers assigned to positions requiring use of hand held / walk through magnetometers must complete 8 hours of initial training.
 - iv. Red Cross or equivalent certification for First Aid and CPR, to include use of automated external defibrillator (AED).
 - v. Prior to assigning a newly hired officer as the primary security officers at any post, newly hired officers shall complete sufficient training including familiarization of all site BPA Posts and SOP's prior to post assignment. The Contractor shall provide post specific training and certification to officers. Officers must complete training and demonstrate sufficient knowledge and understanding of applicable SOP's, and demonstrate capability of performing all duties associated with the post. Newly hired officer security post certification shall be completed within 30 calendar days of initial post assignment. Security officers must demonstrate familiarity, knowledge and understanding of the duties of other posts having operational interdependencies.
- d. Post-Employment Training and other Training Allotments
- e. Post-Employment License and Certification Refresher

- i. The Contractor shall provide refresher training to officers. Officers must maintain certification and qualification under requirements stated in section 16) of the SOW.
 - ii. American Red Cross or equivalent CPR, First Aid and AED training shall be conducted to maintain certifications meeting training frequency requirements by the credentialing organization.
 - iii. 8 hours of annual refresher training on locally used X-Ray equipment for each officer posted to use the machine and 8 hours annual refresher training on hand held / walkthrough magnetometers.
 - iv. Annual security post certifications for security officers shall be accomplished through a process developed by the Contractor and approved in advance by the COR. Officers must maintain certification and demonstrate knowledge, skills, and abilities to adequately perform in the posts assigned. Initial security post certifications shall be required for currently employed security officers assigned to perform duties at a new security post.
- f. Firearms Training (16 hours)
- i. The Contractor must provide and maintain training outlined in order to develop and maintain the firearms skills of officers. This 16-hour block of training shall not include pre-employment or remedial training for officers who fail to qualify per state requirements. For remedial training see "Remedial Firearms Training". To the extent possible, the Contractor shall incorporate applicable elements of established Department of Energy training for firearms.
 - ii. Frequency of Training
 - (a) Firearms training shall be conducted quarterly in four (4) hour blocks and documented on the contractor training plan provided to the COR. The Contractor may combine two quarters of firearms training, to be conducted in a single quarter to provide skills development for current licensed and qualified officers. To the greatest extent possible, firearms training must be conducted in regular intervals throughout the year in order to limit the degradation of firearms skills of Contractor personnel from year to year.
 - iii. Live Fire Range Training
 - (a) A comprehensive firearms safety briefing shall be provided to all officers prior to commencement of firearms training. All officers shall be required to meet the following minimum firearms proficiency qualifications and training requirements:
 - (b) Using the state or other course of fire approved in advance by the COR, qualify one additional time, approximately 6 months after state required licensing is completed. This can be in conjunction with quarterly live fire training. All qualifications and attempts must be documented and pass or fail and scores must be retained in an officer's permanent record made available to the COR upon request.
 - (c) All officers shall attend not less than four hours of live fire range training approximately quarterly (except as noted for combining two 4 hour blocks). One 4 hour block of training shall be in the form of Confrontation Simulation (ConSim) training, or other forms of training approved by the COR.
 - (d) The Contractor may combine up to two (2) quarterly training blocks for a total of 8 hours of training to be conducted within one quarter for officers who may need a more focused, longer block of training (see "Frequency of Training"). This allowance may be used one time per officer per year for officers needing such training. Upon request, the Contractor shall provide documentation to the COR of all officers who receive quarterly combined training.
 - (e) Training hours may not be transferred from one officer to another.
 - (f) Each quarterly block of firearms training shall have clearly defined goals and objectives. Each officer must demonstrate satisfactory understanding and ability to perform the objectives of the training. The Contractor shall maintain a record documenting the goals and objectives of each quarterly training session and provide these to the COR upon request. The COR shall

be notified of the results of all officers failing to demonstrate satisfactory skill levels with the elements of the provided training via email. During quarterly training periods the focus of training may be on one or more of the below listed elements or additional elements proposed by the Contractor and approved in advance by the COR.

- (g) Use of cover
- (h) Moving with a firearm
- (i) Shooting on the move
- (j) Low light shooting principles
- (k) Decision scenarios/confrontation-simulation
- (l) Remedial Firearms Training
- (m) Failing State Licensing Qualification Course of Fire
 - (i) If at any time an officer fails the required state licensing qualification course of fire, either for license renewal or in conjunction with the six month requirement noted in "Live Fire Range Training", BPA will consider the officer as not in compliance with the provision listed in the Statement of Work "Armed Certification and Credentials." The Contractor shall notify the COR as soon as practical when any officer fails a qualification course of fire. The Contractor shall have a period of 45 calendar days to conduct needed remedial training in order to bring the officer into compliance with this Statement of Work without additional cost to the Bonneville Power Administration. If the officer is not brought into compliance within the 45-day grace period, the officer will no longer be eligible for contract performance. The COR may extend the grace period if determined it is in the best interest of BPA.
- (n) Failing to Meet Quarterly Firearms Training Objectives
 - (i) Officers who fail to meet quarterly training objectives shall receive remedial training in order to meet those objectives.
- (o) Unsafe Firearms Handling
 - (i) Unsafe firearms handling, negligent discharge of weapon, or any other unsafe acts in conjunction with the handling, training or use of firearms shall be reported to the COR or other OSCO personnel within 1 hour or as soon as circumstances allow. Incidents, such as an accidental discharge, shall have a thorough inquiry accomplished by the Contract Manager in coordination with OSCO and the BPA Safety Office. A report of the inquiry, to include root cause, remedial actions, and any necessary remedial training shall be provided to the COR detailing corrective actions to be taken by the Contractor.
- (p) Defensive Tactics Training (8 Hours)
 - (i) Frequency and Scope of Training
 1. All officers shall attend 8 hours of defensive tactics training on an annual basis. The training shall consist of the following elements unless otherwise approved in advance by the COR.
 2. Handcuffing.
 3. Aerosol Self Defense spray refresher
 4. Take down and apprehension techniques to include Use of Force continuum scenarios.
 5. Verbal Crisis Intervention (verbal commands for taking suspects into custody).
 6. Weapons retention.
 7. Officer safety and survival.

- (q) Other periodic training may include, but is not limited to the following:
 - (i) Vehicle inspection techniques, DOE or equivalent.
 - (ii) OSCO subject briefings as needed.
 - (iii) Re-familiarization with applicable emergency and alarm response procedures.
 - (iv) Report writing.
 - (v) Post documentation familiarization.
 - (vi) NERC CIP requirements and/or procedures.
- (r) Other Security Officer procedures.
 - (i) Individual training classes conducted by the Contractor shall include the development of a training plan. Class training plans shall be maintained by the Contractor and made available to the COR upon request. Upon award of the contract, the class training plan format template shall be provided to the COR for approval. A class training plan shall include the following information (or other information approved by the COR):
 - (ii) Training purpose, scope, and objective.
 - (iii) Training methodology.
 - (iv) Training resource needs, to include identified instructors.
 - (v) Training schedule.
 - (vi) Training curriculum.
 - (vii) Training evaluation criteria.
 - (viii) After actions report (AAR) upon completion of training. The AAR shall be used to evaluate the success of the training and identify follow-up actions needed.
- g. On the Job Training/ Career Development
 - i. On The Job Training (OJT)
 - (a) The Contractor shall furnish annual OJT to officers. Officers must demonstrate sufficient understanding, knowledge and capability to perform post duties. This training must address specific needs for conducting various day to day activities associated with post duties. OJT must be relevant to successful accomplishment of the BPA security mission. OJT must be conducted at no additional cost to BPA. BPA may request some types of OJT performed in addition to scheduled duty hours which may be considered "additional security services." BPA shall determine which types of OJT are "additional security services". The Contractor must maintain a record and roster of officers completing OJT. The Contractor must provide a certification statement of OJT annually to the COR. OJT shall include a review of the Contractor's firearms safety training program, DOE Vehicle Inspection Procedures, and may include, but is not limited to, the following:
 - (b) Post documentation review.
 - (c) Additional vehicle inspection techniques.
 - (d) X-ray and magnetometer techniques.
 - (e) Information bulletins, instructions, post operations, Operations Bulletins, etc.
 - (f) Safety information.
 - (g) Supervisory/Management one-on-one training.
 - (h) Security Officer procedures/ post procedures.
 - (i) Emergency procedures.

- (j) Hazardous materials.
- h. Contractor Required Training and Briefings
 - i. The Contractor may require individual employees to attend briefings, meetings, training or seminars relating to the specific conditions of employment under which officers are employed with the Contractor. These may include information pertaining to employee performance appraisals, employee benefits, Contractor policy, compensation policy, and other issues arising from time to time. To the extent practical these may be accomplished while the employee is posted on duty. However, the Contractor will exercise due diligence with respect to contractual position requirements to ensure all posts are filled with a security officer at all times.

7) CONTRACT EMPLOYEE REQUIREMENTS

- a. Officers must meet or exceed the following minimum criteria prior to post assignment:
 - i. Must be U.S. citizens.
 - ii. Must be at least 21 years of age to meet Oregon and/or Washington State Security Officer licensing requirements.
 - iii. Must possess a high school education or equivalency certificate.
 - iv. Shall be physically able to perform all assigned armed security officer duties, functions, and activities. Employees performing in security officer positions shall have the ability to do the following: stand on post for long periods of time (e.g. - an 12-hour shift with applicable breaks required by law); able to work outdoors during inclement weather or other conditions; able to walk uneven terrain during foot patrols; be able to legally and safely operate a motor vehicle; be able to lift up to 40 lbs. without assistance; able to be certified to perform cardiopulmonary resuscitation (CPR) and use an automated external defibrillator (AED); able to successfully pass firearms qualification and certification without physical assistance, including kneeling and other firing positions.
 - v. The Contractor shall provide each newly hired officer a physical examination at no additional cost to the Government or the employee prior post assignment, and every two years after initial hire. Officers must be cleared as physically able mentally and medically fit to perform their respective duties. The Contractor shall provide a list of current employee's the date of their last physical examination upon request by the COR.
 - vi. The Contractor shall maintain a drug-free workplace program. In addition, the Contractor's program shall include at a minimum, processes for the initial drug screening of new-hire employees and random screening for employees. Drug screening shall be a 5-panel drug test regimen. The Contractor must perform drug screenings upon written request by BPA. The Contractor shall provide initial (for clearance purposes) and random drug screening of the employee through their own established testing facility federally qualified to conduct drug screening. An electronic and/or hard copy of the test result shall be made available to the COR, or other authorized official determined by the COR or CO, upon request and, if necessary, forwarded to DOE for record of compliance.
 - vii. All employees shall speak English and be literate in English to the extent of reading and understanding printed regulations, detailed written orders, training instructions and materials, and shall be able to compose reports which convey complete information in English. Security officers shall be able to understand and perform basic computer keyboard operations relative to the operation of word processing and e-mail software (e.g. - MS Word and MS Outlook) and the cardkey access systems used by BPA (currently ProWatch).
 - viii. While on duty, security officers shall not supervise or attend to any other contract or duties not directly related to the performance of this contract without the advance written consent and approval of the CO and Chief Security and Continuity Officer. Contractor employees shall not be current government employees.
- b. Employee Background Checks

- i. Personnel will undergo HSPD-12 personal identity verification and background checks by BPA. Persons not meeting adequate security background requirements as determined by BPA will not be permitted to perform on BPA property.
- ii. Security officers must meet state criminal background check requirements for armed guard licensing in the state in which they are working.
- iii. Personnel must directly support North American Electrical Reliability Corporation Critical Infrastructure Protection (NERC CIP) standards (Standard CIP 006, Cyber Security – Physical Security of Critical Cyber Assets) and must undergo personnel risk assessments which BPA will conduct a minimum of every 7 years as outlined in requirements established in Standard CIP 004, Cyber Security – Personnel & Training.
- iv. Department of Energy, BPA Office of Security and Continuity of Operations, Contracting Officer or COR will periodically request information from officers holding L clearances to initiate and maintain security clearances of officers requiring such and performing duties on the BPA Security Services Contract. Any actions on the following process could occur:
 - (a) PERSEC receives information from PHYSEC COR for guard force that a clearance is needed for a Guard
 - (b) PERSEC will pre-fill out forms for signatures:
 - (i) OF 306 – Declaration for Federal Employment
 - (ii) DOE F 5631.18 – Security Acknowledgement
 - 1. Need updated Resume
 - (c) PERSEC will send forms to Guard for signatures, Guard to include updated Resume, and return all to PERSEC
 - (d) During this time the Guard need to go for drug test – send results to PERSEC
 - (e) PERSEC will send forward to DOE/HQ all forms and drug test
 - (f) DOE/HQ will review paperwork
 - (g) DOE/HQ will send Guard an email to fill out e-QIP (Electronic Questionnaires for Investigations Processing)
 - (h) Guard to follow instructions from DOE/HQ to complete e-QIP
 - (i) Once e-QIP is returned to DOE/HQ the investigation process starts
 - (j) Guard will be contacted by OPM Investigator for background interview and possibly people listed on e-QIP
 - (k) This process could take up to a year
 - (l) Once investigation is complete PERSEC will receive information from DOE/HQ that Guard is cleared or not
 - (m) If cleared
 - (i) Guard will be requested to complete a WBT- Comprehensive Briefing for Cleared Employees
 - (ii) Guard to send certificate from WBT to PERSEC
 - (iii) PERSEC will order new DOE Security Badge w/clearance level on it
 - (iv) PERSEC will fill out a SF-312 (Classified Information Nondisclosure Agreement
 - (v) PERSEC will set up time w/Guard to review and sign SF-312
 - (vi) Guard will set up a Card Pick-up appointment when new DOE Security Badge is checked in and Guard is notified

8) DUTIES OF THE CONTRACTOR

a. General

- i. The Contractor shall provide a highly qualified, professional security force. The Contractor shall take immediate action to correct officer performance, discipline and deficiency issues. The Contractor shall immediately report any termination of contract personnel via email to the COR and the Revoke email group. If a termination is known or projected in advance, the COR shall be notified as soon as the Contractor is aware of the employee termination so the COR may take necessary, timely administrative actions.

b. Contractor Duties

- i. The Contractor shall protect lives and shall, within the limits of security officer authority, deter unauthorized use, loss, theft, trespass, espionage or sabotage of government property, material, and equipment, and Non-Government property and equipment located at BPA Facilities.
- ii. The Contractor shall have a well-developed continuity plan that will address the agency's needs for adequate security coverage in the event of a disaster. This continuity plan will be coordinated through the BPA OSCO COR and Continuity Office.
- iii. The Contractor shall implement all regulatory or compliance-based requirements such as BPA policies and directives, GSA and FPS building policies and practices, procedures associated with NERC CIP and DOE, or other requirements as directed by BPA.
- iv. The Contractor shall conduct access control according to current BPA policy, GSA building policy, CFR's, under direction from BPA's OSCO.
- v. The Contractor shall monitor facilities to which assigned, for fires, explosions, and other catastrophes by close observation of buildings, machinery, vehicles, electrical equipment, and personnel to identify unsafe or potentially unsafe conditions, or activities. The Contractor shall monitor facilities for the commission of thefts, assaults, robberies, or other violent crimes and report the same to Law Enforcement and OSCO personnel in accordance with developed procedures.
- vi. In the event of a fire, the Contractor shall monitor phone calls and radio transmissions, provide directional assistance to responding emergency service providers and if needed, provide traffic control/cordon control at the location of the fire and follow procedures associated with such a response.
- vii. The Contractor shall report all security incidents to OSCO and when occurring at BPA HQ building 905 to the FPS. The Contractor shall use the BPA standardized security incident report form (Form 5632.01e) for the submission of electronic security incident reports and shall use applicable forms supplied by FPS when necessary, unless otherwise directed by OSCO.
- viii. The Contractor shall patrol designated areas according to post duties as described.
- ix. Designated Shifts" identified in the SOW are general guidelines and may be adjusted with advance approval from the COR. The Contractor shall establish shift change procedures accommodating the ingress and egress of employees and other activities in such a manner ensuring posts remain covered. The Contractor shall also be responsible for accommodating administrative needs such as arming and disarming times for officers.
- x. The Contractor shall enforce BPA policies as described, and in a manner as required by the described post duties in this SOW, or as otherwise directed by OSCO.
- xi. The Contractor shall investigate security breaches and incidents occurring, at the direction of OSCO. Security incidents involving criminal activity, threats, violence, property damage, or any other serious or suspicious activity shall be reported to OSCO, Local Law Enforcement and FPS (when appropriate) as soon as it is safe and practical to do so. This includes notifications as needed to OSCO after hours through the designated Duty Officer. Security officer actions shall be conducted in accordance with appropriate laws and in conjunction with established BPA policies.
- xii. The Contractor shall provide employee escort services as directed by OSCO, the Contract Manager, or the security supervisor when employee safety issues arise or other circumstances exist warranting this type of assistance.
- xiii. The Contractor shall develop and maintain recall rosters to facilitate the contact of key management personnel and the recall of security personnel to duty in sufficient numbers to meet emergency situations arising at BPA facilities. Recall rosters shall be maintained in accordance with the Privacy Act of 1974. Recall rosters shall be protected in accordance with BPA Information Protection Program standards, including proper marking, control, and storage of such documents. Recall rosters shall be submitted to the COR prior to the start date of contract services and be shall be updated by the Contractor and submitted to the COR on a monthly basis.

- xiv. The Contractor shall provide additional security personnel to provide security services for special events or emergency situations as needed and requested by BPA. These additional security services are not included as part of the inactive posts outlined in this SOW that may be activated during an increased threat level. Additional security services needed in each instance shall be for a minimum of 2 hours. To the extent possible, OSCO will provide advance notification via e-mail and/or phone call to the Contract Manager of any request for additional security services. OSCO shall provide the Contractor with specific security officer duties for each instance.
- xv. The Contractor shall supply an organization chart to the CO and COR as part of the transition plan. It will include the names of company officers, supervisors, managers, and other key organizational personnel assigned to the BPA contract with their business contact information. As changes in staffing occur, the Contractor shall provide updated organization charts to BPA.
- xvi. Security officers and security supervisors shall not be on duty for more than 12 consecutive hours or in excess of 60 hours per week unless approved in advance by the COR. The Contractor must allow for sufficient personnel rest between periods of work.
- xvii. The Contractor shall comply with all BPA policies to include Harassment Free Workplace and Standards of Conduct. BPA will provide these policies at the post-award orientation. The Contractor shall distribute to all officers. In addition, annual training required by BPA of all contract employees shall be conducted. Training must be approved in advance by the COR at no additional cost to the Government.
- xviii. The Contractor shall manage all training processes and requirements in accordance with this SOW.
- xix. The Contractor shall maintain training documentation sufficient to demonstrate officers have met all requirements for licensing, training, and annual security post certification. These records shall reflect the specific nature, scope and detail of on-post training and certification. Training records shall be made available to the COR upon request.
- xx. The Contractor shall develop and maintain hardcopy post books containing operational information, including but not limited to:
 - (a) Portions of the Statement of Work applicable to the post.
 - (b) General Orders as outlined in the Statement of Work.
 - (c) Post-applicable Standard Operating Procedures (SOP's), applicable CFR information, and other emergency plans applicable to the post.
 - (d) Short term briefing information, alerts, orders etc.
 - (e) Emergency call out lists (maintained under Privacy Act of 1974 and protected under BPA Information Protection Program standards).
 - (f) When available, BPA provided maps and building schematics.
 - (g) When available, operating instructions to include, but not limited to physical access control systems (PACs), card key readers, fire alarm panels, fire suppression systems, intrusion alarm systems, mechanical enunciator panels, and CCTV systems, and other operational equipment.
 - (h) The Contractor shall conduct and document alarm system checks as directed by OSCO. Completed documentation shall be submitted to OSCO.
 - (i) The Contractor shall safeguard information identified as sensitive, to include Official Use Only (OUO), Critical Information (CI), or Personally Identifiable Information (PII) in accordance with established BPA Information Protection Program standards.
 - (j) The Contractor shall assist OSCO with evaluating the applicability of Protective Force requirements contained within applicable DOE Manuals that may be integrated into BPA's security program.

(k) The Contractor shall have a retention plan to maintain a low turn-over rate of employees.

9) WEAPONS REQUIREMENTS

a. Weapons and Ammunition

- i. Unless otherwise approved in advance by the COR, the duty weapon shall be a semi-automatic pistol, of at least 9mm caliber with one loaded 15-round magazine. Armed security officers shall carry one additional 15-round magazine when on duty, unless otherwise approved by the COR. The pistol and ammunition selected must meet local, state or federal law enforcement specifications for performance.
- ii. The Contractor shall provide duty weapons as indicated above in a quantity to arm all officers on duty. A suitable quantity of spare weapons must be available in the event of breakage or emergency and to enable the arming of posts identified in this SOW as being not currently activated. A sufficient number of weapons must be kept readily available to provide four (4) officers weapons and ammunition in support of deployments to BPA field locations.
- iii. Sufficient magazines shall be readily available for duty issue, training purposes, breakage and emergency.
- iv. Ammunition shall be kept in sufficient quantities for duty issue, and shall be replaced no less than annually or due to identified risk of defect at no additional cost to BPA.
- v. Duty ammunition shall meet the same standards used by law enforcement agencies. (For Example: Federal Protective Service, Portland Police Bureau, or Multnomah County Sheriff's Office.)
- vi. Duty ammunition shall be rotated to range ammunition at least annually, requiring new ammunition to be supplied by the Contractor for duty use at no additional cost to BPA.
- vii. Holsters shall be at a minimum a level 3 retention holster, similar to what LE is currently using, requiring two separate actions to release retentions and draw the weapon. example: an SSL sleeve or thumb break combined with a rocking motion.
- viii. All modifications and alterations to firearms require advance approval of the COR. All modifications shall be performed by factory certified or DOE certified armorers.
- ix. All weapons shall be maintained in clean and serviceable condition.
- x. Weapons shall be inspected at least annually by a factory certified or DOE certified armorer. Weapons inspections shall be documented and an electronic copy of the documentation forwarded to the COR.
- xi. Firearms shall be returned to the shift supervisor or a designated Weapons Safety Officer (WSO) at the end of each tour of duty. Prior to storing or re-issue of the firearm, the shift supervisor/WSO shall assess operational condition of the firearm by clearing the weapon, checking ammunition in magazines.
- xii. All weapons and ammunition shall be stored and locked in suitable lockers provided by the Contractor and approved in advance by the COR.
- xiii. The Contractor shall develop and implement an accountability process for weapons, ammunition, and other equipment such as, but not limited to, less than lethal weapons, radios, other operational equipment, etc.

b. Firearms Policy Requirements

- i. The Contractor shall develop and submit for approval to the COR a program plan for firearms safety, specific to the use of firearms in the performance of the contract. This shall be provided by the Contractor as part of the transition plan. Once approved, modifications to firearms safety requirements must be approved in advance by the COR.

- ii. The firearms safety program shall be approved in advance by the COR and shall address, as a minimum, the following:
 - (a) A statement of policy and procedural outline relating to the safe use of firearms.
 - (b) Procedures for the arming and disarming of officers for duty/relief of duty. This shall include loading and unloading supervision of duty weapons by trained Weapons Safety Officers (WSO's).
 - (c) Procedures for inventory, accountability, and control of firearms by shift, as well as firearms maintenance and inspection, including a schedule denoting the frequency of these activities.
 - (d) Procedures for rotation/replacement/disposition of unserviceable weapons.
 - (e) Procedures for ammunition accountability, storage, rotation, disposal, and inspection.
 - (f) Policy for reporting accidents, incidents, unsafe conditions, and negligent discharges.
 - (g) Policy for correcting and preventing accidents, incidents, unsafe conditions, and negligent discharges.
 - (h) Policy for evaluating an officer's mental readiness to return to work following a use of force incident involving a weapon. A licensed Mental Health official must perform an evaluation of the officer's readiness before returning to work.
 - (i) Firearm safety briefing form completed by each officer during each live fire range training session. These forms (electronic or hardcopy) must be available for review by the COR upon request.
 - (j) The Contractor shall assign a professionally qualified individual responsible for conducting self-assessments of the Firearms Safety Program on an ongoing basis. Assessments shall be conducted at least annually. The results of these assessments shall be documented on a standardized Contractor supplied form listing date and time of assessment. Any findings shall be documented and shall be submitted to the COR electronically. The Contractor shall immediately correct any unsafe conditions discovered involving firearms safety. Firearms Safety Program violations, and a mitigation plan must be immediately brought to the attention of the COR. Assessment documents must be made available to the COR upon request.
- iii. Firearms Instructors / Armorers
 - (a) Firearms instructors may be security officers, Law Enforcement Instructors, supervisors or Contractor provided instructors designated by the Contractor to conduct firearms training. Firearms instructors shall be certified by the state for which officers are being trained or instructed. Guest or adjunct instructors may be used with advance approval of the COR.
 - (b) Armorers may be security officers, supervisors, or Contractor provided armorers designated by the Contractor to perform these duties. Armorers shall have completed factory training or DOE certification to inspect, modify, or repair firearms being used on the contract. The Contractor shall submit electronically to the COR the armorers' qualifications.
- iv. Administrative Handling of Weapons
 - (a) General
 - (i) All administrative firearms handling shall be performed in a manner consistent with safe and accepted practices. Firearms shall be treated as if they were loaded at all times. Weapons shall be confirmed as unloaded in accordance with established procedures.
 - (b) Loading and Unloading Weapons
 - (i) Procedures for the loading and unloading of firearms shall be developed by the Contractor and approved by the COR as part of the weapons safety program. Changes to procedures shall be submitted for approval by the COR prior to implementation. Arming

and disarming procedures shall be posted in plain sight at each designated arming station.

(c) Less Than Lethal Weapons/Equipment

- (i) Aerosol Self Defense Spray – All security officers shall carry Aerosol Self Defense spray in an approved holder located on their duty belt while on duty.
- (ii) Handcuffs – All security officers shall carry a minimum of one set of handcuffs in an approved handcuff case located on their duty belt while on duty.
- (iii) The Contractor shall provide and maintain sufficient quantities of these devices as readily available to all security posts.
- (iv) New security officers shall receive appropriate orientation training and task performance training on the proper use of applicable less than lethal devices prior to assuming any security post.

10) COMPANY REPRESENTATIVES AND SUPERVISION

a. Qualifications of key personnel:

- i. The Contractor shall identify, by name, key management, supervisory, and instructor personnel. Unless otherwise approved by the CO and COR, requisite qualifications are as follows:
 - (a) Management/Contract Manager – Shall have a minimum of four (4) years' experience in the management of security services contracts.
 - (b) Supervisors – Shall have a background and experience including a minimum of four (4) years associated with a security, military police, or law enforcement career. Refer to section 21) Company Representative, Para. c) of this SOW for further requirements.
 - (c) Instructor – Shall have professional credentials consistent with performing in the capacity of an instructor. Credentials include state certification or accreditation, Department of Energy certification, or other certification, approved by the CO and COR. Additionally, instructors shall have a minimum of four (4) years experience in a security, military, or law enforcement career.

ii. Company Representative

- (a) The Contractor shall provide a Contract Manager. The Contract Manager shall be dedicated solely to the performance of this contract and will not be assigned to any other contracts. The Contract Manager may appoint a supervisor to act in place of the Contract Manager as needed for temporary absences. OSCO will retain final oversight and decision-making authority over security operations.
- (b) The Contract Manager shall assist OSCO with the development of security procedures and policy.
- (c) The Contract Manager shall maintain proper discipline, appearance, conduct, professional bearing and demeanor of all officers and supervisors.
- (d) The Contractor shall provide supervision focused on the day-to-day contract performance of officers. Supervision shall also be the direct liaison to the Contract Manager and OSCO for security operations. Supervisors shall assist with training (post certification, OJT, etc.) as necessary
- (e) The Contractor shall provide one twenty-four hour per day, seven day per week supervisor at the Ross Complex and supervisors assigned to BPA HQ, Celilo and the Munro Complex for 12 hours per day, Monday through Friday (except holidays). The supervisors shall be responsible for supervising officers performing duties at the various locations at specified times as noted in "Designated Coverage."

- (f) Supervisors shall be certified as a supervisor by the state in which supervisory work is to be performed if required. Supervisors will have demonstrated the knowledge, skills, and abilities necessary to successfully perform the duties of the Security Supervisor position including, but not limited to, the following:
- (g) Resolution of security related issues.
- (h) Management of dynamic, evolving emergency or security incidents.
- (i) Liaison with law enforcement agencies, client personnel, and other customers.
- (j) Coordinating and ensuring training completion of officers assigned.
- (k) Outside the hours outlined for a designated security supervisor the security supervisor from the Ross Complex will perform this function for the Headquarters. Duties of the Ross Complex security supervisor are outlined in the Statement of Work.
- (l) Shift supervisors may relieve security posts for designated break periods only when there are no other alternatives (e.g. - patrol, etc.) available.
- (m) The supervisor shall inspect all assigned officers/posts at least once per shift. Each officer/post inspection shall be entered in the Security Officer Report (SOR) and initialed by the inspecting supervisor. SOR's shall be made available electronically to the COR upon request.
- (n) If a Security Officer is not available to be posted at the beginning of a shift the Contractor Supervisor shall call the Physical Security Duty Officer, OSCO personnel or COR and provide the expected timeline and plan to restore coverage of the post.
- (o) Alternate shift supervisors shall serve in the absence of a designated Shift Supervisor. The alternate shift supervisor must meet the criteria stipulated for "Supervisor."

11) SECURITY SUPERVISOR PROCEDURES AND DUTIES

a. General Description

- i. The supervisor is responsible for ensuring completion of security officer training and proper management and maintenance of all security posts listed in this SOW. Supervisors shall not supervise any security posts associated with other contracts. Shift Supervisor's shall be armed.
- ii. Designated Coverage
 - (a) Ross Complex
 - (i) All Shifts 24 hours a day, 7 days a week unless otherwise approved by the COR, one supervisor shall be on duty and responsible.
 - (ii) Ross Supervisor Supervision of Portland Headquarters
 - 1. Monday through Friday from 1800 – 0600, Weekends and Holidays provide supervisory duties.
 - (iii) Portland Headquarters
 - 1. Monday through Friday, except holidays, from 0600 – 1800 hours, unless otherwise approved by the COR, one supervisor shall be assigned to and responsible for Portland Headquarters.
 - (iv) Celilo Complex
 - 1. Monday through Friday, except holidays, from 0800 – 1600 hours, unless otherwise approved by the COR, one supervisor shall be assigned to and responsible for the Celilo Complex.
 - (v) Munro Complex

1. Monday through Friday, except holidays, from 0600 – 1800 hours, unless otherwise approved by the COR, one supervisor shall be assigned to and responsible for the Munro Complex.

b. Supervisor Duties

- i. Supervisors shall not have other responsibilities not related to this contract. Supervisors shall be responsible for the following:
 - (a) Providing a formal briefing for security officers at the beginning of each shift. This shall include, but is not limited to, pertinent pass-down information, security alerts, or termination advisories.
 - (b) Ensuring posts remain staffed as required. Provide suitable replacements to staffing as needed.
 - (c) Notifying the Contract Manager and OSCO if the Contractor is unable to provide coverage for a post.
 - (d) Providing back-up assistance to security officers as needed. If additional assistance is needed, the supervisor shall immediately ensure Federal Protective Service (FPS) or local law enforcement, and OSCO, is notified as appropriate.
 - (e) Ensuring familiarity with the duties and responsibilities of the posts under their supervision.
 - (f) Ensuring post books at each post are kept current and all officers are knowledgeable regarding information contained in the post book.
 - (g) Conducting tests of security system equipment, in accordance with written plans and SOP's. A written report of the results of testing shall be provided to OSCO electronically.
 - (h) Ensuring completion of Annual Post Certification Tests, Limited Scope Performance Tests (LSPT's), Alarm Response and Performance Tests (ARAPT's), and other security exercises as indicated in established plans and SOP's. This includes coordination with the Contract Manager and OSCO, if necessary, as well as documenting, maintaining, and tracking written evaluations associated with these performance tests, identifying and making any needed corrective actions.
 - (i) Gathering, reviewing, and submitting security incident reports and forms prepared during the shift. The submission of reports and forms shall be coordinated with the Contract Manager and COR. Forms/reports shall be filed electronically in appropriate folders on BPA networks and as directed by OSCO personnel.
 - (j) Reviewing documentation maintained by posts. Ensuring documentation is maintained and submitted in accordance with directives established by OSCO. This includes, but is not limited to Security Desk Blotters, applicable visitor documents and logs, NERC CIP compliance documentation and records.
 - (k) Coordinating with the Contract Manager to provide verbal briefings to the COR, other OSCO staff, or the Chief Security Officer regarding significant security-related events as needed.
 - (l) Ensuring timely notification is made to the relevant Facilities Management office concerning buildings and/or grounds-related issues
 - (m) Ensuring notification is made to the Contract Manager and OSCO Physical Security Duty Officer, if necessary, regarding security incidents occurring after normal duty hours as soon as safely possible.
 - (n) Conducting an inspection of each security officer prior to posting. This inspection shall include at the minimum:
 - (i) Ensuring personal appearance of security officers is acceptable in accordance with established policies. Ensuring each security officer is properly licensed and equipped with

the necessary inclement or warm weather garments. Ensuring all officers on duty possess a valid DOE/BPA identification badge for display.

- (ii) Ensuring each officer is fit for duty. The Supervisor shall not allow any security officer to stand post if he or she appears to be under the influence of alcohol, drugs, medication, or other intoxicants. The supervisor shall not allow any security officer to stand post without sufficient rest.
- (iii) Providing a shift briefing regarding any relevant issues brought forward from previous shifts, such as post orders, special notices, access restrictions, etc.

12) GENERAL SECURITY OFFICER CONDUCT (General Orders, Section I)

- a. All security officers shall be held to the highest standards of professional conduct, appearance, and performance. BPA does not grant or authorize any use of force or exercise of authority not permitted under the state laws governing the actions of security officers. This section is applicable to post descriptions as noted and shall be included with each post book.
- b. Use of Force
 - i. Security personnel shall, at all times, attempt to perform their duties with the minimum force necessary. Applicable laws regarding the use of force shall be observed at all times.
- c. Literature
 - i. Only authorized reading material approved by the COR or OSCO may be read on post. Newspapers, magazines, novels, or other personal reading material, both hardcopy and electronic in nature, are not authorized.
- d. Personal Audio/Video Equipment and Personal Cell Phones
 - i. Personal audio players, video players, and televisions are not authorized for use at any post. Personal cell phones shall be limited to emergencies and necessary family communications while on post, during the performance of an officer's or supervisor's duties. Changes in the use of these types of equipment must be approved in advance by the Contract Manager and COR. The authorized use of any personal equipment shall not interfere with the operation or professional appearance of the post.
- e. Appearance
 - i. Security officers shall present a professional appearance at all times with the uniform clean and pressed.
- f. Socializing
 - i. While on post, security officers will maintain a professional and polite demeanor, and shall not become engaged in lengthy, protracted or disruptive conversations with visitors, employees, guests, or other officers. If a guest, visitor or employee becomes distracting, the supervisor shall be notified and the supervisor shall notify the Contract Manager and OSCO.
- g. Emergency
 - i. Security officers at all posts shall take immediate action such as calling local law enforcement (to include FPS when appropriate), fire department, and OSCO for assistance when a situation is discovered presenting an immediate danger to life and/or property. Threatening individuals, confirmed building intrusions, fire, broken water/oil lines are some examples. Other non-emergency matters are to be referred to the Contract Manager and OSCO for assistance.
- h. Observance / Situational Awareness
 - i. All supervisors and security officers shall maintain a high level of situational awareness and be observant for any suspicious activity. When feasible, officers shall attempt to identify suspicious personnel and observe and report any information that reasonably can be obtained such as:
 - (a) Name, address, or any other identifying information

- (b) Physical description
- (c) Vehicle description
- (d) Vehicle license number
- (e) Direction of travel
- (f) Statements made by suspects or individuals
- (g) Other information useful in an investigation
- i. Demeanor
 - i. All security officers shall maintain a polite and friendly demeanor while on post. Officers are authorized to use a command voice or assert officer presence in order to carry out their duties when necessary. Officers shall not engage in disruptive or malicious conversations or behavior while on duty.
- j. Arrests or restraints
 - i. Arrests and restraints shall be applied according to the laws of the state in which the incident occurs. Security Officers shall not sign civil or criminal complaints on behalf of BPA.
- k. Officer Safety
 - i. Security officers shall exercise caution at all times and under all circumstances. The primary function of security officers is to observe and report incidents and suspicious activity. Officers shall take appropriate actions as necessary, in accordance with the appropriate laws, to maintain the safety and security of client personnel and property. Officers shall seek assistance from other security officers, FPS when appropriate, local law enforcement, and OSCO when needed.
- l. Security Officer Reports
 - i. All security officers shall maintain a Security Officer Report (SOR) of activities during their assigned shift. This report shall be specific regarding times actions were taken and inspections conducted. The time and name of the supervisor making the supervisory inspection shall be recorded in this report. The report shall be submitted to OSCO at the start of the next regular work day for review, unless otherwise directed by the COR. Written reports are not for general reading and are to be kept secure at all times. For designated posts, the Security Desk Blotter shall be used in place of the SOR. Significant activities performed by the Security Supervisor shall be entered on the appropriate Desk Blotter. Supervisors relieving officers for breaks or other reasons shall make annotations on the relieved officer's SOR.
- m. Communication
 - i. Contractor-issued cellular phones and BPA landlines may be used as secondary means of communication when primary means of communication are not available.

13) DELIVERABLES AND PERFORMANCE

- a. Article I, Table 1
- b. Listing By Appearance In Statement Of Work

<i>Due Date</i>	<i>Subject</i>	<i>Destination</i>	<i>Other Information</i>
At Award	Weapons Storage Approval	COR	
At Award	Certificate of Authority	COR/CO	
At Award	Personnel Secret Security Clearance Initiated	Personnel Security	
At Award	Certificate of Good Standing	COR/CO	Executive Order 12829
At Award	DOE Facility Security Clearance	COR/CO	SF328

<i>Due Date</i>	<i>Subject</i>	<i>Destination</i>	<i>Other Information</i>
90 Days after start of Contract	SOPs	COR	
Quarterly	Officer Evaluation of SOP	COR	At the end of each Fiscal Year Quarter
As Updated or Annually whichever is first	Updates to SOP	COR	
At Award/Annually	Annual Training Plan	COR	
Prior to Post Assignment Provide documentation upon Request	Certification of Pre-Employment Training	COR	
Conduct as Required/Provide Documentation Upon Request	Post-Employment Licensing and Certification Refresher	COR	
Upon Request	Documentation of Qualification Attempts	COR	
As Required	Combined Quarterly Training	COR	
Upon Request	Training Goals and Objectives	COR	
Upon Completion	Results of Quarterly Training	COR	
As Required	Notification of Failure to Qualify	COR	
As Soon As Safely Possible	Report of Unsafe Act	COR	
As Required	Remedial Action Plan for Preventing Future Unsafe Acts	COR	
At Award	Class Training Format	COR	
Upon Request	Class Training Plan	COR	
Upon Request	OJT Report	COR	
Upon Request	Documentation of Medical Exam	COR	
Upon Assignment	Documentation of Criminal History Check	COR	Letter Signifying Acceptable Criminal History Check
As Required	Email Notification of Employee Terminations	COR	Email to COR email box
As Required	Security Incident Reports	OSCO/FPS	
At Award of Contract and updated as Changes Occur	Company Key Personnel and Officer Recall	COR	
Prior to Award of Contract	Organizational Chart	COR/CO	
Upon Request	Training Records	COR	
Upon Request	Post Books	COR	
As Required	Security Alarm Checks	COR/Security System Administrator	
As Required	Firearms Modification Approval	COR	

<i>Due Date</i>	<i>Subject</i>	<i>Destination</i>	<i>Other Information</i>
Upon Request	Weapons Inspection Documentation	COR	
Upon Request	Weapons/Ammunition/Equipment accountability documentation	COR	
At Award of Contract	Firearms Safety Program	COR	
Annual on date of Contract Award	Firearms Safety Program Assessments	COR	
Upon Request	Firearms Safety Briefing	COR	
As Required	Guest Firearms Instructors	COR	
As Required	Armorers Qualifications	COR	
At Award of Contract	Firearm Load/Unload Procedures	COR	
As Required	Supervisory Post Check Documentation	COR/SOR	
As Required	Post Books, Forms, Tests, Reports, SORs, Compliance Documents	COR	
As Required	Shift Schedule Changes	COR	
As Required	Performance Assurance Training Elements	COR	
Annually	Annual Self-Assessment	COR	
14 Business Days after Assessment Completion	Annual Self-Assessment of Adherence to SOW Report	COR	
120 days following Award of Contract	Performance Testing Methodology	COR	
Twice Monthly	Performance Tests, (Security Exercises to include verbal questions or actions taken)	COR	Conduct and Document on LSPT/ARAPT Log

14) SHIFT AND POST REQUIREMENTS

- a. The Contractor shall furnish security officers for the designated posts and shifts as described in post descriptions. When BPA deems necessary, the Contractor shall furnish security officers for posts identified in the SOW, but not currently active as identified in this SOW. The Contractor may submit alternative shift schedules to the COR, and upon written approval in advance, may implement the

approved schedule. A copy of the specific post description and requirements as noted in the applicable sections shall be provided to each post for officer reference. Additionally "General Security Officer Conduct" and "General Post Requirements" shall be provided to each post.

b. Shifts

- i. Posts described as 24 hours per day shall be staffed as eight-hour posts. No officer shall be posted for greater than 12 hours in a 24 hour period except in emergencies following coordination with OSCO Staff. The Officers must have no less than 8 hours away from work between shifts. Exceptions for emergency circumstances shall be evaluated for approval by the OSCO Staff or COR.

c. Shift Requirements

- i. The Contractor shall staff shifts to optimize security coverage throughout the workday and overnight hours. Shifts shall be scheduled in such a manner to avoid lapses or voids in security coverage during the times of the day that employees are coming to work, breaking for lunch, or leaving the work place. Changes to shift requirements may be adjusted by the Contractor in coordination with COR and meeting BPA requirements. Changes shall be evaluated for efficiencies of operation and any cost implications.
- ii. Under the direction of the shift supervisor, security officers shall obtain all necessary equipment prior to assuming the duties of their assigned post. Appropriate logs, forms and control rosters shall be filled out noting the issuance of such equipment.
- iii. "General Security Officer Conduct" expectations shall be observed while officers are on shift.
- iv. Personnel shall not consume alcohol, drugs, or other products that may negatively impact judgment or physical response as necessary to carry out the duties within 8 hours of duty. Personnel taking prescription drugs causing drowsiness, caution use while operating machinery, or driving a vehicle shall inform their supervisor within 1 calendar day of prescription and may require a medical release in order to resume duties.
- v. Security officers and supervisors expected to operate motor vehicles as part of their duties shall be in possession of a valid state-issued driver's license at all times while operating such vehicles. Officers assigned to positions not requiring operation of motor vehicles nor having to drive while working on the BPA Security Services Contract shall be in possession of federally issued identification and are not required to be in possession of state issued driver's license.
- vi. At all times while posted, security officers shall ensure persons entering BPA controlled property and moving about BPA controlled property properly display appropriate identification.
- vii. If an employee refuses to display identification properly, the security officer shall immediately inform the shift supervisor, document the incident, and perform other actions in accordance with established SOP's. The Contract Manager and OSCO shall be notified immediately.
- viii. If the security officer perceives a threat to BPA property or personnel, the officer shall take appropriate actions to manage the threat. The Contract Manager and OSCO shall be notified immediately.
- ix. Security officers shall complete Security Incident Reports when directly involved in a response or perform follow up to a response. This includes incidents where the officer or supervisor is a witness. Security Incident Reports shall be submitted prior to officers involved being released from duty.
- x. Security officers shall fill out electronic or hardcopy (or both) Security Officer Report (SOR) for each shift noting security officer activities. The SOR shall note when the officer came on duty, patrolled specific areas, took breaks, lunch, or other information confirming appropriate security activity. Security officers and supervisors shall maintain electronic or hardcopy (or both) SOR notebooks to record information, assist in preparation of incident reports, and for possible use in court.

- xi. Security officers shall perform inspections of visitors' bags, briefcases, boxes, other hand-carried items, and vehicles upon entry as outlined by SOP's, or otherwise directed by OSCO.
- xii. Security officers shall enforce BPA security policies as noted in post duties, post orders, and BPA or Contractor provided SOP's as approved by OSCO.
- xiii. Security officers shall be familiar with BPA bomb threat, medical, and fire response instructions. SOP's shall be prepared to respond and assist, as required, during an emergency.
- xiv. Security officers at entry points shall inform visitors that firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor or Contractor is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The officer shall immediately report the incident to the Security Supervisor, FPS (for incidents occurring at BPA HQ), the Contract Manager, and OSCO.
- xv. Security officers shall be familiar with designated NERC CIP controlled areas at their post locations and must be familiar with access and response requirements for those areas.

15) SAFETY REQUIREMENTS

- a. The COR, designated field inspector, or any BPA employee or contractor may cause any work to cease if any safety violations are observed. No further work will be allowed until such time as the situation is resolved.
- b. The Contractor shall provide to the COR, prior to the start of the contract, a Material Safety Data Sheet on products the Contractor will be bringing to the job site that employees may be using, exposed to or which may be stored on the site. Prior to performance on this contract, a Site Specific Safety Plan (SSSP) must be submitted in writing to the COR to address typical and routine tasks required under this contract. In accordance with Clause 15-13, Contractor Safety and Health Requirements, any additional authorized services involving exposure to potential high-hazards, as determined by the COR, shall require the submittal of a supplemental Site Specific Safety Plan in writing prior to work starting on those high-hazard tasks. The SSSP is subject to review and approval by the BPA Safety Office. Changes in work procedures or added work sequences not initially specified in the SSSP shall require an update and will generate a new review and approval process for the updated analysis or plan.
- c. All applicable Federal, Government and local safety requirements shall be observed by the contractor and its employees.
- d. Many BPA facilities are energized and could pose risk to the life and safety of any Contractor personnel who enter such areas. Security contract personnel who are trained and hold a Contractor Non-Electrical Worker Permit may be allowed in areas requiring Permit without escort of BPA personnel. Personal Protective Equipment Required for Entering areas requiring the Permit:
 - i. White Hard Hat. Hard hats approved by the Administration shall be worn by ALL PERSONS in the following locations and conditions except for work inside transformers, power circuit breakers, under vehicles, or in similar restricted/protected situations.
 - (a) In fenced substation yards and other designated hard hat areas.
 - (b) When engaged in or when in the close proximity of outdoor work or in all areas where there is exposure above head level to moving equipment, work, or material handling.
 - (c) Persons working at elevated locations more than 4 feet above the ground and utilizing fall protection PPE shall wear a BPA approved climbing style helmet attached with chin strap.
 - ii. Identification/Color-Coding System. To distinguish between Qualified Electrical Employees and others, **YELLOW** hard hats will be restricted to holders of *Electrical Worker Permits*. Additional hard hat colors utilized on the BPA system are:
 - (a) **BLUE**: Riggers

- (b) **RED:** Construction Equipment Operators
 - (c) **GRAY:** Carpenters (Note: Due to gray being unavailable in a climbing style helmet, white shall be substituted.)
 - (d) **WHITE:** All Others
- iii. Protective Footwear. Appropriate footwear that provides adequate support and protection to the foot, toes and ankles for the work being performed shall be worn. Lace-up, over the ankle leather boots with rigid sole and heel meeting ASTM F 2413-11 with an EH Rating or ASTM F 2413-05, Class 75 with EH rating shall be worn in all work areas where hard hats are required and other areas as determined by a supervisor. Supervisors have the responsibility for assuring that appropriate footwear is worn. Employees have the responsibility to wear appropriate footwear for the job.
 - iv. Arc Flash (FR) Clothing:
 - (a) Arcing from faulted components can occur when working on or near energized circuits. In some cases, this arcing will expel molten metal and can produce enough heat to cause burns to a worker and ignite clothing. BPA's goal is to establish requirements that protect workers from the onset of 2nd degree burns (1.2 cal/cm²), but not overprotect to the point of causing restricted/inhibited visibility, heat exhaustion, and inability to perform work. Arc-rated clothing has a rating corresponding to the minimum Arc Thermal Protection Value (ATPV) which prevents the onset of 2nd degree burns.
 - (b) To maintain conformance with Federal OSHA work standards BPA has adopted the policy of protecting workers from the hazards of arc flash by requiring minimum clothing rating of 8 cal/cm² for those who may be exposed to arc flash hazards normally found in the energized area of BPA substations. This clothing must be worn by contract workers anytime they are in the energized area of the substation yard. The boundary for this requirement is from any control house door exiting into the energized substation yard or from the substation gate entering into the energized substation yard.
 - (c) Therefore, if the contract worker must enter the energized substation yard to work the minimum requirements for arc rated clothing must be met. Long sleeve coveralls with a rating of 8 cal/cm² can be utilized in lieu of rated pants and long sleeve shirt. Any jackets or rain gear worn also needs to meet the minimum rating of 8 cal/cm².
 - (d) Arc Rated clothing with a minimum rating of 8 calories/cm² shall be worn inside of energized substations or when an employee is performing work which may expose them to an arc hazard. The wearing of clothing and footwear made from acetate, nylon, polyester, or rayon either alone or in blends (unless labeled with an Arc Thermal Protection Value of 8 cal/ cm² or greater) is prohibited alone or under arc rated clothing when an employee may be exposed to the hazards of electric arcs or flames. Long sleeve arc rated shirts shall be worn with sleeves rolled down and shirts tucked into pants.
 - v. Contractor Non-Electrical Worker Permit: Contractor employees performing security services at the Eugene Starr Complex or while deployed to a Substation under this contract may be required to successfully pass the Non-Electrical Worker Permit examination, pass the Substation Electrical Hazard Awareness Training and Tour, and pass NERC-CIP Field Training. BPA reserves the right and option to provide an escort in lieu of above requirement.
 - vi. Celilo Special Risk Plan
 - a. BPA's Celilo facility has had extensive mercury contamination as a result of the use and maintenance of mercury arc valves (rectifiers) employed at the facility from 1970 to 2004. Most of the interior of the building is now mercury free. Background concentrations of the toxic element are extremely low minimizing the risk of future health concerns from inhalation. However, care should be exercised during future renovation should encapsulated locations be disturbed. Any drilling, cutting, or floor demolition should be accompanied by monitoring to ensure that contractors are not unnecessarily exposed to brief albeit elevated local vapor concentrations.

- b. The contractor shall review the *Post-Abatement Clearance Report for Phase 3 Mercury Abatement Areas at Celilo Converter Station, The Dalles, Oregon*, dated October 11, 2013. The report will be provided to the contractor by the COR.
- c. 29 CFR 1910.1200 Mercury Hazard Communication Training will be conducted and documented for officers that will work at the Celilo DC Converter building.

i. SECURITY SERVICES AT THE BPA HEADQUARTERS

i. General

- i. Standard security officer procedures shall apply to all HQ security posts. Shift hours may be adjusted through the approval of the COR. All posted officers and patrols assigned to the BPA Headquarters shall be knowledgeable of building evacuation, shelter-in-place procedures, and other contingency procedures.
- ii. Questions about physical security and access control policy shall be deferred to the HQ's Physical Security Specialists.
- iii. Parking Garage Entrance Bollard System Operation
 - 1. Security officers must understand the safe operation of the garage entrance bollard system prior to assignment to posts 1, 2, 8 or 9. Officers shall not operate the garage entrance bollard system unless properly trained.
 - 2. Training required to operate the bollard system shall be conducted by security supervisors or training personnel ensuring adequate understanding of the safe operation of the system according to the policies and procedure established in this SOW and SOPs developed by the Contractor.
 - 3. Training for bollard system operation shall be documented on the individual security officer's training record. Security officers required to operate the bollard system must demonstrate the ability to safely do so prior to assuming duties of the post. Procedures for operating the bollard system shall be placed at each applicable post.
- iv. Bollard system operating hours under non-emergency conditions
 - 1. From the hours of 1800 – 0600, Monday through Friday, bollards shall remain engaged in the up position with the parking garage doors closed.
 - 2. From the hours of 0600 – 1800, Monday through Friday, bollards shall remain engaged in the down position with the parking garage doors open.
 - 3. During weekends and holidays, bollards shall remain engaged in the up position with the garage door closed at all hours.
 - 4. OSCO may direct changes in use of the bollard system as needed.

ii. Headquarters Security Post 1

i. Description of Post

- 1. HQ Post 1 is located at the security console located in the main lobby of the BPA Headquarters Building. HQ Post 1 is a one-person post, operated by an armed, uniformed security officer 24 hours per day, 7 days per week. The security officer shall be equipped with a portable radio, flashlight, and other equipment necessary to perform building security services. The officer shall be trained and competent to operate the bollard system during normal and emergency operations. The primary responsibility of this post is to monitor and control personnel access through the use of CCTV, cardkey physical access control systems (PACS), and manual processing procedures.

ii. Designated Shifts

1. This post shall operate 24 hours per day, seven days per week. The post shall have three shifts per day.

iii. Post Duties

1. Officers shall perform the following:

- a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
- b. Monitor the CCTV and PACS for the BPA Headquarters. Allow access after normal business hours only to persons with valid BPA or other approved identification, or, individuals or groups approved for access and authorized by OSCO. BPA and Contractor personnel must present their ID badges to the lobby access portal to gain building access past HQ Post 1. Guests of employees and all visitors are required to follow established procedures for visitor access. All persons entering the building are subject to screening.
- c. Require all visitors and guests to be identified via government issued photo ID and to sign in and obtain a visitors badge. Ensure visitors and guests are screened properly before entry.
- d. Dispatch and monitor Headquarters security posts and patrols for various situations that may arise.
- e. Maintain radio or alternate communications and conduct security status checks with posts and patrols assigned to the BPA Headquarters on an hourly basis during daylight hours and every 30 minutes during hours of darkness or increased security posture.
- f. Monitor and respond to all building alarms for the Headquarters Complex in accordance with designated procedures. This includes door alarms, intrusion alarms, duress alarms, computer room alarms, and fire alarms. For the ProWatch system, this post shall maintain an event log of alarm activity.
- g. Process and maintain visitor access requests and administer visitor access procedures. Temporary badges shall be issued for cleared visitors as well as BPA and Contractor employees who do not have their Government issued identification. Prior to issuing a temporary local site specific only (LSSO) badge, appropriate procedures shall be followed based upon the status of the individual (i.e. foreign national, escorted/unescorted access, etc.). Any BPA Temporary badge issued must be returned upon the employee or visitor's departure from the building.
- h. Maintain the electronic Headquarters Security Desk Blotter, listing security-related activity and information for a 24-hour time period. The Contractor shall submit the blotter for review as determined by OSCO.
- i. Maintain communications with FPS via established procedures.
- j. Maintain open communication with contract security officers for the 911 building regarding pertinent security incidents, events, or information which may impact the 911 building, personnel, or protective force.

iii. Headquarters Security Post 2

i. Description of Post

1. This post is a roving patrol encompassing the Headquarters complex. This is a one-person post, operated by an armed, uniformed security officer 24 hours per day, 7 days per week. The security officer shall be equipped with a portable radio, flashlight, and other equipment necessary to perform the required security services. This security officer shall be trained and competent to operate the bollard system during normal and emergency operations according to section 25.b of this SOW. The primary responsibility of this post is to conduct security patrols of the interior of the Headquarters (905) building, the exterior of the East Side Federal Complex (905 and 911 buildings).
- ii. Designated Shifts
 1. This post shall be 24 hours per day, 7 days per week and shall have three shifts per day.
- iii. Post Duties
 1. Officers shall perform the following:
 - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - b. Conduct a minimum of two foot patrols each shift throughout the interior of the Headquarters building and the 911 building fitness center (BPA Club Fed) area at random frequencies, unless otherwise directed by the security supervisor, Contract Manager, or OSCO. These patrols shall be recorded on an electronic or hardcopy SOR. Perform general security checks of all areas patrolled. During interior patrols particular attention shall be given to sensitive areas such as JTS rooms and the Duty Scheduling Center (DSC) due to NERC CIP requirements associated with the DSC.
 - c. Conduct a minimum of two foot patrols per shift of the exterior of the Headquarters building and the 911 building (exterior area comprising the East Side Federal Complex) at random frequencies, unless otherwise directed by the security supervisor, Contract Manager, or OSCO.
 - d. Conduct patrols, or other security measures of internal Headquarters building parking levels in basement levels B-1, B-2, B-3, and B-4.
 - e. Conduct patrols as otherwise directed by the security supervisor, Contract Manager, or OSCO.
 - f. Enforce building rules and regulations and perform other duties as directed by special orders, Operations Bulletins, or verbal instructions from security supervisors, the Contract Manager, and OSCO.
 - g. Enter all incidents in the electronic or hardcopy Security Officer's Report (SOR) and report all incidents and suspicious activity to HQ Post 1 and/or the security supervisor through the most expeditious means possible. Provide written reports as required.
 - h. Direct persons with lost and found items to OSCO, or take custody of items brought to the post and turn them in to OSCO.
 - i. Respond to alarms as dispatched by HQ Post 1, the security supervisor, Contract Manager, OSCO, or FPS. Request assistance if necessary. Log and report all alarm incidents on the electronic or hardcopy SOR. Response to security alarms for the Duty Scheduling Center (DSC), JTS rooms, BMS room, or Personnel Security Office shall be priority.

- j. Respond to other security-related events as directed by HQ Post 1, the security supervisor, Contract Manager, or OSCO.
 - k. Provide officer break relief or post assistance as directed.
 - l. Perform patrols at random frequencies in an effort to not establish a pattern.
 - m. Perform other duties as assigned by the security supervisor, Contract Manager, or OSCO
 - n. Maintain radio contact with HQ Post 1 during foot patrols to the extent possible.
 - o. Ensure the doors at the Headquarters building secure automatically in the ProWatch security system at 1800 hours on normal weekdays. After 1800 hours, this post shall conduct a check of all exterior doors to ensure they are secure and the security system is working properly.
- iv. Headquarters Security Post 3 (Currently not active)
 - i. Description of Post
 - 1. OSCO may request activation and manning of this post for contingency operations, specific security conditions (SECONs), or other security needs. This post shall not be occupied unless directed by OSCO. When activated, this shall be a one-person post manned by an armed, uniformed security officer, up to 24 hours per day, 7 days per week. Specific duties and hours for this post will be described at the time it is activated.
- v. Headquarters Security Post 4 (Currently not active)
 - i. Description of Post
 - 1. OSCO may request activation and manning of this post for contingency operations, specific security conditions (SECONs), or other security needs. This post will not be occupied unless directed by OSCO. When activated, this shall be a one-person post manned by an armed, uniformed security officer, up to 24 hours per day, 7 days per week. Specific duties and hours for this post will be described at the time it is activated.
- vi. Headquarters Security Post 5
 - i. Description of Post
 - 1. This post monitors access to the BPA Headquarters at the east entry. This is a one-person post, operated by an armed, uniformed security officer, 12 hours per day, Monday through Friday, excluding designated government holidays or as indicated by OSCO during higher security condition (SECON) status. The security officer shall be equipped with a portable radio, magnetic wand, x-ray machine, magnetometer and other equipment necessary to perform the required security services. The primary responsibility of this post is to ensure all visitors and their hand-carried items entering the BPA Headquarters are properly screened prior to entering the facility.
 - ii. Designated Shifts
 - 1. There shall be one shift per day established for this post. The hours of this shift are 0600-1800. Contractor proposed hours of operation may be modified under approval of the COR.
 - iii. Post Duties.
 - 1. Officers shall perform the following:

- a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures. Functional checks of the magnetometer, hand-held wand, and x-ray machine shall be conducted and documented in accordance with established procedures.
- b. Identify visitors and determine their need to enter the facility.
- c. Screen visitors by using the magnetometer (or hand-held magnetic wand). Screen hand-carried items in the possession of visitors by using the x-ray machine or visual inspection. Employees entering the BPA Headquarters may be subject to screening at the direction of OSCO. OSCO may introduce new equipment or technology for screening personnel entering the facility. Security officers shall be properly trained on new equipment or technology introduced prior to use with verification of training annotated in the officer's individual training record.
- d. Check for appropriate identification badge on persons entering the lobby area from outside BPA controlled space.
- e. Inform all visitors firearms and other weapons are prohibited and ask all visitors if they are carrying any firearms or other weapons. If any individual is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The officer shall immediately initiate reporting the incident to the security supervisor.
- f. React or respond to security incidents occurring in the lobby area of the Headquarters building posing a threat to personnel and/or property.

vii. Headquarters Security Post 6

i. Description of Post

1. This is a one-person post occupied by an armed, uniformed security officer 12 hours per day, Monday through Friday, excluding government holidays. The post is located in the lobby of the BPA headquarters building. The security officer is responsible for ensuring only authorized personnel enter the Headquarters facility by verifying the identification badges of all persons entering the building from the lobby and ensuring badges are worn properly. This post may be unarmed in accordance with Section 13.b "Exceptions" in this Statement of Work. The primary responsibility of this post is to ensure all persons entering the building from the lobby area have appropriate identification badge and access authorization.

ii. Designated Shifts

1. Monday thru Friday, 0600 to 1800, except designated government holidays. Hours of operation may be modified following COR approval prior to making the change.

iii. Post Duties

1. Officers shall perform the following:
2. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.

3. Ensure all persons entering the building from the lobby area have the appropriate identification badge (to include visitor badges).
4. Respond to all instructions from HQ Post 1, the shift supervisor, Contract Manager, or OSCO staff.
5. Request assistance when necessary from the HQ Post 2 security officer during periods of heavy pedestrian traffic in the lobby.
6. Use any additional equipment introduced by OSCO for screening and/or verification of personnel entering the facility.
7. Observe HQ Post 5 and provide assistance if necessary when prohibited items are identified during visitor screening.
8. React or respond to security incidents occurring in the lobby area of the Headquarters building posing a threat to personnel and/or property.
9. Monitor personnel entering the building from the west entrance, ensuring only authorized personnel enter the building and others are directed to HQ Post 5 for screening.

viii. Headquarters Security Post 7 (B1 Loading Dock Doors)

i. Description of Post

1. This is a one-person post occupied by an armed, uniformed security officer 10 hours per day, Monday through Friday, excluding designated government holidays.

ii. Designated Shift

1. Monday thru Friday, 0600 to 1800, except designated government holidays. Contractor proposed Hours of operation require prior approval of the COR.

iii. Post Duties

1. Officers shall perform the following:
 - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - b. Ensure only authorized personnel gain entry into the BPA Headquarters through the B1 Loading Dock Doors.
 - c. Ensure all persons entering the building from the lobby area have the appropriate identification badge (to include visitor badges).
 - d. Conduct general and emergency access control and prevent intrusions.
 - e. Observe the area for unusual or suspicious activity, vehicles and items and immediately report all such activity to HQ Post 1, who, in turn, will make appropriate notifications to the security supervisor, FPS, Contract Manager, and OSCO.
 - f. Respond to all instructions from HQ Post 1, the shift supervisor, Contract Manager, or OSCO staff.
 - g. Request assistance when necessary from the HQ Post 2 security officer during periods of heavy pedestrian traffic in the lobby.

ix. Headquarters Security Post 8

i. Description of Post

1. This is a one-person post occupied by an armed, uniformed security officer 12 hours per day, Monday through Friday, excluding designated government holidays. This post is located on N.E 9th Street on the west side of the Headquarters building at the garage entry ramp. Along with HQ Post 9, this post serves as the primary access control point for vehicular entry into the Headquarters garage. This officer shall be trained and competent to operate the bollard system during normal and emergency operations. This officer shall be equipped with all standard equipment plus an ANSI 207 compliant Public Safety Vest for Security and other equipment necessary to perform required security services. The officer assigned to this post shall be capable of assuming the duties of HQ Post 9. The primary responsibility of this post is ensuring only authorized personnel gain entry into the BPA Headquarters through the parking garage/basement area.
- ii. Designated Shift
 1. Monday thru Friday, 0600 to 1800, except designated government holidays. Contractor proposed hours of operation may be modified under approval of the COR.
- iii. Post Duties
 1. Officers shall perform the following:
 - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - b. Ensure only authorized personnel gain entry into the BPA Headquarters parking garage/basement area. All individuals seeking access are required to have proper identification for authorized unescorted access to enter the BPA Headquarters or 911 building.
 - c. Conduct general and emergency access control and prevent intrusions.
 - d. Observe the area for unusual or suspicious activity, vehicles and items and immediately report all such activity to HQ Post 1, who, in turn, will make appropriate notifications to the security supervisor, FPS, Contract Manager, and OSCO.
 - e. Inform all delivery or Facilities Vendors requesting entrance that firearms and dangerous weapons are prohibited and ask them if they are carrying any firearms or other dangerous weapons. If any individual is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The officer shall immediately report the incident to HQ Post 1, who, in turn, will make appropriate notifications to the security supervisor, FPS, Contract Manager, and OSCO.
 - f. Coordinate with HQ Post 9 to conduct periodic exterior building patrols of the Eastside Federal Complex (905 and 911 buildings). When the HQ Post 9 officer is unarmed in accordance with Section 13.b "Exceptions," these patrols shall be conducted only along the west side of the building, from NE Lloyd Blvd. to NE Holladay, with HQ Post 8 keeping in visual contact with HQ Post 9. When HQ Post 9 is armed, these patrols shall extend to the full perimeter of the building as long as radio contact is properly maintained. OSCO will determine frequency of perimeter patrols.

prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The officer shall immediately report the incident to HQ Post 1, who, in turn, will make appropriate notifications to the security supervisor, FPS, Contract Manager, and OSCO.

9. Coordinate with HQ Post 8 to conduct periodic exterior building patrols of the Eastside Federal Complex (905 and 911 buildings). When the HQ Post 9 officer is unarmed in accordance with section 13.b "Exceptions," in this Statement of Work. Patrols shall be conducted only along the west side of the building, from NE Lloyd Blvd. to NE Holladay, keeping in visual contact with HQ Post 8. When HQ Post 9 is armed, these patrols shall be extended to the full perimeter of the building as long as radio contact is properly maintained. OSCO will determine frequency of patrols.

10. Use any additional equipment that is introduced by OSCO for the screening and/or verification of personnel entering the facility.

ii. SECURITY SERVICES FOR THE ROSS COMPLEX

i. General

- i. Standard security officer procedures shall apply to all Ross Complex security posts. Under the direction of OSCO, the Contractor shall establish procedures for monitoring the ingress and egress of commercial vehicles, visitors and vendors. The contractor shall maintain entry logs and visitor access procedures, as well as radio and telephone communications between the various posts, supervisors, BPA visitor/vendor sponsors, the Contract Manager, and OSCO as needed. Post hours shall be performed as indicated unless adjusted by OSCO. Posts directly supporting response to NERC CIP designated areas, or other critical assets, shall be familiar with the location of those areas, access requirements, and procedures for entry. All posts and patrols assigned to the Ross Complex shall be knowledgeable of building evacuation, shelter-in-place procedures, and other contingency procedures.
- ii. Questions about physical security and access control policy shall be deferred to the Ross OSCO Physical Security Specialists.

ii. Ross Security Post 1

i. Description of Post

1. Ross Post 1 is a one-person post, operated by an armed, uniformed security officer 10 hours per day, Monday through Friday, 5 days per week except Federal Holidays. The security officer shall be equipped with necessary equipment to perform building security services and shall be familiar with use of the ProWatch security system for access control purposes. Ross Post 1 is located at the security console at the West entrance of the Dittmer Building. The primary responsibility of this post is to monitor and control access for the west entrance to the Dittmer building.

ii. Designated Shifts

1. This post will operate 10 hours per day, 5 days per week Monday through Friday, except holidays. Hours of operation shall be from 0600 to 1600.

iii. Post Duties

1. Officers shall perform the following:

2. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
3. Monitor the electronic verification of ID badges for authorized BPA and contract employees entering the Dittmer building through the physical access control system (PACS), which is currently the ProWatch system. Ensure established access control procedures are followed by all personnel.
4. Serve as a primary processing point for vendors requiring escorted access to the Dittmer building.
5. Direct other non-badged (external to BPA) visitors for the Dittmer building to enter through Ross Post 4, located at the East entrance, unless otherwise directed by OSCO.
6. Issue appropriate visitor badges for vendors to the Dittmer building and temporary BPA/Contractor employee badges following established SOP's.
7. Screen all vendors processing through this post for escorted entry to the Dittmer building for any dangerous weapons or prohibited items in accordance with established procedures. If weapon or other prohibited contraband is present or detected, the incident shall immediately be reported to Ross Post 9 AMS who will notify the Security Supervisor, Contract Manager, and OSCO.
8. Conduct inspections of all hand-carried items being carried into or out of the Dittmer building by vendors.
9. Conduct inspections of hand-carried items of employees as directed by OSCO.
10. Ensure the designated card-reader entrance doors (west lobby doors) are unlocked and the lobby lights are turned on at 0600 or when otherwise directed.
11. Ensure the designated card-reader entrance doors (west lobby doors) are secure and functioning properly upon completion of shift on normal duty days. After 1800 hours, this post becomes the primary entry point for the Dittmer building via card reader operation.
12. Use all equipment introduced by OSCO for access control or the screening of personnel entering the facility through this post. This includes the proper use of the Dittmer ProWatch system for monitoring electronic access verification to Dittmer.
13. Follow normal procedures established for Ross Post 4 in the event visitors are directed to process through this post.
14. Respond to PACS alarms associated with access control for the Dittmer building west entrance. Ensure all alarm activity associated with this post is entered in the ProWatch Event Log. Entries shall include alarm assessment, cause, and name of subject (if applicable).
15. Perform administrative duties by maintaining electronic and/or hardcopy documentation such as security alerts, daily visitor logs for Dittmer, and any other documentation deemed necessary by the Contractor or OSCO. Conduct other administrative duties as assigned by the Contract Manager or OSCO.
16. Provide assistance to the Alarm Monitoring Station (AMS, Ross Post 9) by monitoring CCTV systems for the Ross Complex.
17. Perform security procedures as directed by OSCO and/or the Contract Manager. Procedures for this post may be changed BY OSCO as needed.

iii. Ross Security Post 2

i. Description of Post

1. Security Ross Post 2 is dedicated to the Construction Services Building (CSB, building Z-610) and surrounding parking lots. This post is occupied by an armed, uniformed security officer, but may be unarmed in accordance with Section 13.b "Exceptions" in this Statement of Work. This post combines a stationary post and foot patrol. The security officer shall be equipped to perform the security services required at this location.

ii. Designated Shifts:

1. Perform a combination of stationary duties and foot patrol from 0600 – 1600 hours, Monday through Friday except holidays.

iii. General Post Duties

1. Officers shall perform the following:
 - a. This post is designated as an armed post except as noted in Section 13.b "Exceptions" in this Statement of Work. This is primarily a walking post located at the CSB building. The primary responsibility of this post is to monitor activity in and around the CSB building. The assigned officer shall conduct random foot patrols throughout the building and surrounding parking lots and shall maintain visible security presence.
 - b. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - c. Identify and process visitors. Conduct inspections of hand-carried items for visitors. OSCO may direct inspections of handcarried items on BPA employees.
 - d. Provide assistance monitoring CCTV systems for the Ross Complex. The primary focus shall be the CSB building and surrounding areas.
 - e. Ensure card-key operated doors function properly at the beginning of each shift. Place sign-in logs at the security desk by the entrance doors, and ensure the doors remain appropriately secured throughout the day.
 - f. Investigate any alarm or malfunction condition related to the building. These situations shall be reported to the Alarm Monitoring Station (Ross Post 9) and the officer at this post shall take any necessary corrective actions.
 - g. Conduct checks of the CSB room 104, as directed by OSCO. Checks shall be annotated on the Security Container Check Sheet (SF Form 702) located on the door.
 - h. Inform visitors that firearms and dangerous weapons are prohibited and ask visitors if they are carrying any firearms or other dangerous weapons. If a visitor, or Contractor is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident shall immediately be reported to Ross Post 9 AMS who will notify the Security Supervisor, Contract Manager, and OSCO.
 - i. This post shall be transported by a Ross Vehicle Patrol to and from their posting at the CSB building.

iv. Ross Security Post 3

i. Description of Post

1. Ross Post 3 is a one-person patrol, operated by an armed, uniformed security officer 24 hours per day, 7 days per week. The primary responsibility of this post is to provide patrol coverage for the Ross Complex.

ii. Designated Shifts

1. This post will be manned in three 8-hour shifts as follows:
 - a. Shift 1: 0000-0800
 - b. Shift 2: 0800-1600
 - c. Shift 3: 1600-2400

iii. Post Duties

1. Officers shall perform the following:
 - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - b. Patrol the Ross Complex to include external and internal patrols.
 - c. Monitor the complex for trespassers, building security issues, and fire and safety hazards and report for correction.
 - d. Conduct perimeter checks looking for fence line holes, damage, or suspected unauthorized entry.
 - e. Notify Ross Post 9 that perimeter checks are being conducted.
 - f. Assist Ross Post 5 with traffic control at the main gate as needed. Respond to the main gate as needed after hours to assist with entry control when Ross Post 5 is not manned and the gate is fully automated for access.
 - g. Coordinate building and gate checks for the Ross Complex with Ross Post 8. Annotate the checks on a hardcopy building check sheet which is subsequently scanned and submitted to OSCO electronically.
 - h. Respond to alarms. Check the cause of intrusion alarms or fire alarms, request assistance, and reset intrusion alarms if appropriate. If the equipment is malfunctioning, notify Ross Post 9. Record the activity in the SOR, and when necessary, complete an electronic Security Incident Report. Priority response shall be given to any evidence of intrusion or unauthorized access to the CSB room 104, NERC CIP areas, or other critical assets.
 - i. Respond to other emergencies at the Ross Complex or Park Place office complex as required. Facilitate the entry of emergency vehicles and personnel when necessary. This may include controlling traffic and/or escorting emergency vehicles to the site of the emergency.
 - j. Provide assistance to other security posts on the Ross Complex as needed.
 - k. Coordinate patrols and security checks of the Park Place office complex with the Security Supervisor a minimum of once per shift. Patrols shall include an interior check of the office suites as well as an exterior patrol of the parking lots and parking structure.

- l. Assist with conducting foot patrols of the interior and exterior of the Dittmer building at least once during each shift. This check shall be recorded on the officer's SOR.
 - m. Observe for facility-related problems and notify Ross Post 9 of discrepancies observed. Facility-related items include, but are not limited to, proper operation of automated gates, fence line damage, building damages or equipment failure, lighting outages, etc. Light poles not operating and fence line damage shall be reported by the patrol to Ross Post 9 who will notify Facilities Management.
 - n. Unlock and/or lock designated perimeter gates. This may include responding to gate 16 to assist with an over-sized vehicle as necessary following the departure of the Ross Post 6 officer.
 - o. Check the "Fog Test" laboratory area, the Technical Training building, and the line test and training area, the 345KV yard, Paul Johnson Substation, ABC parking lots, and Ross MHQ area (areas not within the fenced Ross Complex).
 - p. Check the parking lots for security of parked vehicles. When patrol duties and time allows, perform random government vehicle checks for security and keys left in the vehicles.
 - q. Raise and lower the flags at the Dittmer building. Flags shall be raised at sunrise and lowered at sunset daily, or otherwise directed.
 - r. Monitor road conditions on the Complex. Notify the Security Supervisor and Ross Post 9 AMS of inclement weather conditions.
 - s. Conduct patrols or checks as otherwise directed by the Security Supervisor, Contract Manager or OSCO.
 - t. Respond to assist BPA employees or Contractors with vehicle problems, escorts to vehicles, etc.
 - u. Assist in relief breaks and lunches for officers assigned to other Ross posts.
- v. Ross Security Post 4
 - i. Description of Post
 - 1. This is a one-person, fixed post occupied by an armed, uniformed security officer 12 hours per day, Monday through Friday, excluding holidays. The security officer assigned to this post shall be equipped with the necessary equipment to perform the required building security services and shall be familiar with the use of the Physical Access Control and Alarm System. Ross Post 4 is located at the security console at the East entrance of the Dittmer Building. The primary responsibility of this post is to monitor and control access for the East entrance to the Dittmer building, as well as manage and process visitors for the Dittmer Building and the Ross Complex in general.
 - ii. Designated Shifts.
 - 1. The hours of this post are Monday through Friday, 0600 – 1800 hours, except holidays.
 - iii. Post Duties
 - 1. Officers shall perform the following:

- a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
- b. Monitor the electronic verification of ID badges for authorized BPA and contract employees. Ensure appropriate Access Control procedures are followed by personnel authorized unescorted access and by BPA escorts hosting visitors to the Dittmer Building.
- c. Process and manage Visitor Access Requests for the Ross Complex, the Dittmer Building, and the Dittmer NERC CIP PSP. This shall include verifying that Foreign National (FN) visitors have been approved by OSCO.
- d. Serve as the primary access and processing point for all non-badged (external to BPA) visitors for the Dittmer building and the Dittmer NERC CIP PSP following established SOP's.
- e. Serve as an alternate processing point for vendors requiring escorted access to the Dittmer building or the Dittmer NERC CIP PSP (Ross Post 1 is primary).
- f. Issue visitor badges and temporary BPA/Contractor employee badges following established SOP's.
- g. Screen all non-badged (external to BPA) visitors to the Dittmer building for dangerous weapons or prohibited items in accordance with established procedures. If a weapon or other prohibited contraband is present, the incident shall immediately be reported to Ross Post 9 AMS who will notify the Security Supervisor, Contract Manager, and OSCO.
- h. Conduct inspections of hand-carried items being carried into or out of the Dittmer building by visitors and employees as directed by OSCO.
- i. Ensure the east lobby doors are unlocked and the lobby display lights are turned on at 0600 or when otherwise directed. Turn on and inspect the walk-through metal detector for proper function, in accordance with established procedures.
- j. Ensure the east lobby doors are secured at 1600 hours or when otherwise directed by OSCO personnel.
- k. Train to properly use all equipment that is introduced by OSCO for access control or the screening of personnel entering the facility through this post, including the proper use of the Dittmer PACS for monitoring electronic access verification to the Dittmer building and Dittmer Building PSP.
- l. Respond to alarms associated with the PACS for the Dittmer Building east entrance. Enter all alarm activity associated with this post in the PACS Event Log. Entries shall include alarm assessment, cause, and name of subject (if applicable).
- m. Provide administrative support by maintaining documentation such as security alerts, daily Dittmer visitor logs, and any other documentation deemed necessary by the Contractor or OSCO. Conduct other administrative duties as assigned by the Contract Manager or OSCO.
- n. Be knowledgeable of building evacuation, shelter-in-place, and other contingency procedures and assist Ross Post 9 when necessary.

4. Immediately after allowing entry of authorized visitor vehicles, all visitor vehicle barriers shall be returned to the secure position prior to commencement of further visitor processing.
5. Vehicle Barrier and Security Procedures During Higher Threat Levels
6. All vehicle barriers shall remain active and engaged when higher threat conditions exist as directed by OSCO.
7. If a security officer or the on-duty Security Supervisor determines conditions exist warranting vehicle barriers to remain in the active and engaged position, the Security Supervisor shall notify the Contract Manager and OSCO immediately.

vii. Ross Security Post 6

i. Description of Post

1. This is a one-person post operated by an armed, uniformed security officer 8 hours per day, Monday through Friday, excluding holidays. This post is located at Gate 16 near the East Storage Yard. This post serves as the main entry point for commercial vehicles, delivery trucks, and other large vehicles. The primary responsibility of this post is to ensure only authorized vehicles and personnel gain access through the gate and are screened appropriately. The officer assigned to this post shall be adequately trained and familiar with vehicle inspection techniques. The officer must conduct inspections of large commercial vehicles, paying close attention and looking for suspicious items, contraband, dangerous weapons including, but not limited to, explosives and bombs. The officer assigned to this post shall coordinate and communicate with other security posts and/or BPA personnel to ensure delivery authorization, maintain smooth flow of traffic.

ii. Designated Shift

1. This post shall be manned one shift per day, from 0700 to 1500.

iii. Post Duties

1. Officers shall perform the following:
 - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - b. Ensure only authorized vehicles and personnel gain access through gate 16 and are screened appropriately.
 - c. Direct visitors and employees in passenger vehicles around the exterior of the complex to the appropriate gate for entry.
 - d. The security officer at this post shall provide directions to delivery drivers as needed.
 - e. Issue appropriate temporary access badges and maintain a visitor log to annotate the visitors/commercial operators allowed through Gate 16.
 - f. Allow large government vehicles whose drivers have valid BPA or other authorized government identification to proceed through the gate without inspection unless specifically directed by OSCO.
 - g. Inform all visitors firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor or Contractor is carrying a weapon or other prohibited contraband, the officer shall act in accordance with site specific procedures. The security officer shall not recommend any course

of action regarding the disposition, storage or security of the subject weapon or contraband. The incident shall immediately be reported to the Security Supervisor, the Contract Manager, and OSCO.

viii. Ross Security Post 7 (Currently not active)

i. Description of Post

1. This post is not active under normal circumstances and may be activated and manned for contingency operations, specific threat conditions, or other security needs. This post shall not be occupied unless directed by OSCO. When activated, this shall be a one-person post manned by an armed, uniformed security officer, up to 24 hours per day, 7 days per week. Specific duties and hours for this post will be described at the time it is activated.

ix. Ross Security Post 8

i. Description of Post

1. The Ross Complex vehicle patrol, Ross Post 8, is an armed, uniformed, one-person patrol on duty 24 hours per day 7 days a week. The primary responsibility of this post is to provide patrol coverage for the Ross Complex.
2. The officer assigned to this post shall coordinate patrol coverage with the Ross Post 3 security officer and communicate with other security posts to monitor site security.

ii. Designated Shifts

1. This post shall be manned in three 8-hour shifts as follows:
 - a. Shift 1: 0000-0800
 - b. Shift 2: 0800-1600
 - c. Shift 3: 1600-2400

iii. Post Duties

1. Officers shall perform the following:
 - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - b. Patrol the Ross Complex at random frequencies. This shall include external and internal patrols.
 - c. Conduct perimeter checks, observing for fence line holes, damage, or suspected unauthorized entry.
 - d. Notify Ross Post 9 when conducting perimeter checks and of any damaged location, intruders or other suspicious activity.
 - e. Determine the cause of intrusion alarms or fire alarms, request assistance, and reset intrusion alarms if appropriate. If the equipment is malfunctioning, notify Ross Post 9. Assist as appropriate, but do not abandon other patrol duties. Record the activity electronically or hardcopy in the SOR and when necessary, complete an electronic incident report prior to departing for the day. Priority response shall be given to any evidence of intrusion or unauthorized access to the CSB Limited Area (room 104), NERC CIP areas, or other critical assets.

- f. Respond to other emergencies as required. Facilitate the entry of emergency vehicles and personnel. This may include controlling traffic and/or escorting emergency vehicles to the site of the emergency.
 - g. Assist in monitoring vehicular traffic entering and departing the Ross Complex.
 - h. Coordinate other patrol activities with Ross Post 3 and the Security Supervisor, to include patrol coverage for BPA's Park Place office complex leased space.
 - i. This post shall provide continuous vehicle patrol of the Ross Complex when possible.
 - j. Enter all incidents in the electronic or hardcopy Security Officer's Report and provide electronic reports as required to the Physical Security Team via email.
 - k. Respond to assist BPA employees or Contractors with vehicle lock-outs, escorts to vehicles, etc.
 - l. Perform other duties related to physical security as directed by the Security Supervisor, Contract Manager, or OSCO.
- x. Ross Security Post 9 (Alarm Monitoring Station)
 - i. This post falls under the U.S. Department of Labor, Wage Determination category of Alarm Monitor.
 - ii. Description of Post
 - 1. This post is located in the Alarm Monitoring Station (AMS) near the west entry to the Dittmer building. This is a one-person post, occupied by an armed, uniformed security officer 24 hours per day, 7 days per week. The security officer shall be equipped with the equipment necessary to perform the required security services.
 - 2. The primary responsibility of this post is to provide monitoring of security alarm systems not associated with BPA's NERC CIP sites, CCTV systems, and remote security systems at all hours and under all conditions. In addition to these duties, this post shall be familiar with duties related to Ross Post 10, providing backup for Ross Post 10 when necessary. This shall include monitoring designated NERC CIP sites and interacting with personnel regarding access control and security issues relating to those sites.
 - iii. Designated Shifts
 - 1. This post shall be manned in three 8-hour shifts as follows:
 - 2. Shift One: 0000 – 0800
 - 3. Shift Two: 0800 – 1600
 - 4. Shift Three: 1600 – 2400
 - iv. Post Duties
 - 1. Officers shall perform the following:
 - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - b. Monitor security alarm systems, physical access control systems (PACS), and CCTV systems for the Ross Complex, to include the

Federal Credit Union at the Plant Services Building, the Dittmer Building and Dittmer Control Center (in the absence of Ross Post 10), Headquarters, and other field sites as determined by OSCO. This shall also include the monitoring of security systems and CCTV systems at the Eugene Starr Complex as outlined in established procedures as well as NERC CIP field sites in the absence of Ross Post 10 due to breaks.

- c. Use established procedures for responding to emergency situations or alarm activations. When necessary, the AMS officer shall dispatch appropriate patrols and contact the Clark County Regional Communications Agency to report emergency situations at the Ross Complex or Park Place office complex. The Contract Manager and OSCO shall be notified when outside agencies are contacted to respond.
- d. Notify local law enforcement, the Contract Manager, and OSCO in the event of suspicious or criminal activities in accordance with Standard Operating Procedures.
- e. Follow established procedures in response to alarms or other emergency situations occurring at field sites and notify the appropriate BPA Control Center (Dittmer or Munro).
- f. Serve as a command and control/communications function for all posts and patrols. Dispatch patrols/security officers as needed to support daily security operations. Communicate information to patrols regarding any unusual or suspicious activity.
- g. Conduct periodic radio checks of all security posts. Communications checks shall be made by radio every hour during daylight hours and every 30 minutes during hours of darkness. During increased threat levels, communications checks shall be conducted every 30 minutes. The frequency of communications checks may be changed by OSCO.
- h. Maintain the electronic Security Desk Blotter, listing security-related activity and information for a 24-hour time period. Formatting or content of specific blotter entries may be added or changed by OSCO.
- i. Perform other administrative functions such as, but not limited to, maintaining hard copies and electronic copies of Security Checklists, Standard Operating Procedures, Security Alerts, Termination Advisories, Call-Down Lists, Incident Reports, and Duty Officer Schedules. When necessary, disseminate by e-mail Access Revocation Notices via established procedures. Record and maintain CCTV recordings of security-related incidents. Write and submit incident reports when applicable.
- j. Act as the primary point of contact for any Dittmer building access for employees and Contractors after Ross Post 1 and Ross Post 4 has closed for the day, including weekends and holidays.
- k. Issue and collect keys to authorized personnel as determined by OSCO.
- l. Record information pertaining to false and nuisance alarms for security systems in accordance with established procedures. Report problems with alarm system or CCTV system hardware or software in accordance with established procedures.
- m. Assist with security system testing of BPA alarmed sites by providing alarm monitoring support and records during and following testing.
- n. Notify appropriate personnel during inclement weather in accordance with established procedures. Additional duties may include updating the

BPA Emergency Information web site to reflect possible building closures or delayed openings.

- o. Maintain communications with the BPA nurse at the Ross Complex and Park Place office complex, making notifications to the nurse for emergency medical situations during normal business hours. This may include cell phone or radio communications.
- p. Maintain familiarity with operating and sending emergency notifications through the designated Emergency Notification System (ENS).
- q. Answer the Federal Crime Witness Hotline.

xi. Ross Security Post 10 (AMS) – NERC Systems

- i. This post falls under the U.S. Department of Labor, Wage Determination category of Alarm Monitor.

ii. Description of Post

- 1. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or efficiencies in accordance with established procedures.
- 2. This post is located in the Alarm Monitoring Station (AMS) near the west entry to the Dittmer building. This is a one-person post, occupied by an armed, uniformed security officer 16 hours per day, Monday through Friday, excluding holidays. At BPA's discretion, the option to convert this post to 24 hours per day, 7 days per week, may be exercised. The security officer shall be equipped with the equipment necessary to perform the required security services.
- 3. The primary responsibility of this post is to provide monitoring of NERC CIP security alarm systems, PACS, and CCTV systems under all conditions. This post serves as the primary point of contact with BPA personnel regarding access control and security of designated NERC CIP field sites and facilities. Additionally, this post will provide backup to the Ross Post 9 AMS officer. This post serves as a primary point of contact for any Dittmer building NERC CIP PSP access issues for employees and Contractors.

iii. Designated Shifts

- 1. As a 16-hour post, this post shall be manned in two 8-hour shifts as follows:
 - a. Shift One: 0600 – 1400
 - b. Shift Two: 1400 – 2200

iv. Post Duties

- 1. Officers shall perform the following:
 - a. Monitor security alarm systems and CCTV systems for all designated NERC CIP sites and facilities, to include the Dittmer building NERC CIP PSP (Dittmer Control Center).
 - b. Be familiar with all Ross Post 9 duties and provide backup as necessary for monitoring non-NERC CIP sites. This includes the Ross Complex, the Federal Credit Union at the Plant Services Building, Headquarters, and other field sites as determined by OSCO. This shall also include the monitoring of security systems and CCTV systems at the Eugene Starr Complex as outlined in established procedures.
 - c. Use established SOP's and procedures for responding to emergency situations or alarm activations associated with NERC CIP sites. When

necessary, Ross Post 10 shall dispatch appropriate patrols and contact the Clark County Regional Emergency Communications Agency to request response from outside agencies for situations at the Ross Complex. The Contract Manager and OSCO shall be immediately notified when outside agencies are contacted to respond.

- d. Following Standard Operating Procedures notify local law enforcement, the Contract Manager, and OSCO in the event of suspicious or criminal activities.
- e. Follow established procedures relating to NERC CIP sites and contact the appropriate BPA Control Center (Dittmer or Munro) in response to alarms or other emergency situations occurring at NERC CIP field sites.
- f. Respond to ProWatch alarms associated with NERC CIP sites and follow established response procedures. Enter all alarm activity associated with NERC CIP sites in the ProWatch Event Log. Entries shall include alarm assessment, cause, and name of subject (if applicable).
- g. In the absence of Ross Post 9, serve as a command and control/communications function for all posts and patrols. Dispatch patrols/security officers as needed to support daily security operations. Communicate information to patrols regarding any unusual or suspicious activity.
- h. In the absence of Ross Post 9, conduct periodic radio checks of all security posts. Communications checks shall be made by radio every hour. During increased threat levels, communications checks shall be conducted every 30 minutes. The frequency of communications checks may be changed by the Contract Manager or OSCO.
- i. Maintain the NERC CIP Security Desk Blotter, listing security-related activity for NERC CIP sites for a 24-hour time period. Formatting or content of specific blotter entries may be added or changed by OSCO. This electronic blotter shall be submitted daily via email to OSCO.
- j. Perform other administrative functions associated with the monitoring of NERC CIP sites such as, but not limited to, maintaining electronic and/or hard copies of Weekly Alarm Mask Outage Log, NERC Physical Security Perimeter (PSP) Alternate Access Log, Call-Down Lists, NERC Reports, and Duty Officer Schedules. Record and maintain CCTV clips and generate CD-ROMs of NERC CIP security-related incidents. Write and submit electronic incident reports as applicable.
- k. Act as the primary point of contact for any Dittmer building PSP access issues for employees and Contractors.
- l. Electronically document false and nuisance alarms for NERC CIP security systems in accordance with established procedures. Electronically report problems with alarm system or CCTV system hardware or software in accordance with established procedures.
- m. Assist with security system testing as directed.
- n. Maintain familiarity with operating and sending emergency notifications through the Emergency Notification System (ENS).
- o. Perform patrols of the Dittmer building, Dittmer Control Center, and Dittmer building exterior when directed by OSCO. When possible, Ross Post 10 may act as the primary response element for security issues associated with the Dittmer building or Dittmer building PSP.

iii. BPA PARK PLACE LEASED OFFICE COMPLEX SECURITY POST 1

i. Description of Post

- i. This post shall be a one person post occupied by an armed, uniformed security officer at BPA Park Place office complex leased office space, located at 7500 NE 41st Ave., Vancouver, WA 98662.
- ii. This post shall be manned 12 hours per day, Monday through Friday, except federal holidays or as otherwise directed by OSCO. This post may be unarmed as allowed under arming Section 13.b "Exceptions" unless circumstances associated with the activation of this post warrants no exception as determined by OSCO.
- iii. The primary responsibility of this post is to monitor access to the BPA controlled areas, patrol the facility and adjacent public areas.
- iv. Questions about physical security and access control policy shall be deferred to the Ross Physical Security Specialists.

ii. Designated Shifts

- i. This post shall be manned in one 12-hour shift from 0600 – 1800 Monday through Friday, except designated federal holidays.
- ii. Additional hour requirements or posts may be added at the discretion of OSCO.

iii. Post Duties

- i. Officers shall perform the following:
- ii. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
- iii. Perform interior and exterior patrols of designated buildings throughout the shift. The officer shall conduct patrols of the complex, parking areas, garages, etc. Interior patrols shall include random foot patrols of the various work areas of the buildings occupied by BPA. Officers shall inspect stairwells, work areas, restroom facilities, lobbies and entrances. The officer is expected to verbally interact with employees while performing their rounds, thus giving the employees a sense of active security operations.
- iv. Remain alert for unusual, suspicious, or unauthorized activities in, around, and throughout the Park Place office complex area.
- v. Monitor personnel traffic entering, exiting, and inside buildings.
- vi. Monitor activities in the main lobbies of buildings maintaining safety and security of BPA work areas.
- vii. Respond to emergency situations involving the Park Place office complex. Notify the BPA nurse for medical emergencies during normal business hours. This post shall be familiar with emergency evacuation procedures for the Park Place office complex buildings occupied by BPA personnel.
- viii. Verify identities of individuals entering BPA work areas as necessary. When necessary, remind BPA staff members to properly display their ID in accordance with established procedures. Immediately report uncooperative personnel to the Dittmer AMS who will notify the Contract Manager and OSCO via telephone.
- ix. Notify BPA Facilities using [web request](#) for Service Requests, FacilitiesOperationsCallCenter@bpa.gov email or call 360-418-2070 if problems exist with the doors.
- x. Maintain communications with the AMS (Ross Post 9) for the Ross Complex.

iv. EUGENE STARR COMPLEX SECURITY POSTS 1 and 2

i. General Information

- i. Two security posts (Celilo Post 1 and Celilo Post 2) are assigned for the Eugene C. Starr Complex, located in The Dalles, Oregon. These posts shall be manned by armed and uniformed security officers/supervisors. An Exception to this shall be for Celilo Post 1, which may be unarmed as allowed in section 13.b of this statement of work "Exceptions," but only during day shift hours while Celilo Post 2 is on duty as well. The unarmed status of Celilo Post 1 may not exceed 45 calendar days without approval of the COR.
- ii. A Security Supervisor shall be assigned to the complex, on duty from 0800 to 1600 and shall assume duties as either Celilo Post 1 or Celilo Post 2 in addition to performing supervisory duties. When Celilo Post 1 is occupied by an unarmed security officer, the Security Supervisor shall occupy Celilo Post 2.
- iii. All officers assigned to the Eugene Starr Complex shall be trained and capable of operating the various security systems, CCTV systems, and remotely controlled gates prior to assuming the post. All officers assigned to the Eugene Starr Complex shall possess a valid Non-Electrical Worker Energized Access Permit, required for entering energized areas.
- iv. All officers assigned to the Eugene Starr Complex shall be familiar with designated NERC CIP areas on the complex and access requirements associated with NERC CIP areas.
- v. Under the direction of OSCO, the Contractor shall establish Standard Operating Procedures (SOP) specific to the Eugene Starr Complex. These procedures shall facilitate compliance with BPA requirements and the operation of the security systems, CCTV systems, alarm response, operation of remotely controlled gates, and other systems as they are implemented. Vehicle inspections shall be conducted in accordance with approved SOPs.
- vi. Questions about physical security and access control policy shall be deferred to the South Region Physical Security Specialist or other OSCO Physical Security Specialists.

ii. Post Descriptions

i. Celilo Post 1

1. The primary responsibility of this post is to monitor access to the Starr Complex via access control systems and CCTV systems, address alarms associated with security systems and remotely operate gates as needed. This post may be temporarily unarmed (Day Shift Only) in accordance with Section 13.b of this statement of work to facilitate security officer licensing requirements.

ii. Celilo Post 2

1. The primary responsibility of this post is to conduct vehicle patrols, building foot patrols, incident response, vehicle inspections, and visitor access control. This post shall be assumed by the Security Supervisor.

iii. Designated Shifts

1. Celilo Post 1

- a. 24 hours per day, seven days per week and posted as follows:
- b. Shift One: 0800-1600
- c. Shift Two: 1600-0000
- d. Shift Three: 0000-0800

2. Celilo Post 2

- a. Posted 0800 – 1600, Monday through Friday, except holidays

iv. Post Duties

1. Officers shall perform the following:
2. Celilo Post 1
 - a. Act as the primary post to monitor physical access and security-related activity via CCTV systems.
 - b. Use established procedures for responding to emergency situations, alarm activations, suspicious activity, or criminal incidents. When necessary, dispatch Celilo Post 1 and contact the Wasco County Emergency Dispatch (911), to request response from outside agencies for situations at the Eugene Starr Complex. Notify the Contract Manager and OSCO when outside agencies are contacted to respond.
 - c. Respond as necessary to assist Celilo Post 2 in performing site-related duties or incident responses. Conduct patrols, access control, and assist as necessary for visitor access and vehicle inspections. Contact the AMS (Ross Post 9) prior to leaving this post to assist Celilo Post 2.
 - d. Maintain the Security Desk Blotter, listing security-related activity and information for a 24-hour time period. Formatting or content of specific blotter entries may be added or changed by OSCO.
 - e. Maintain communications with Ross Post 9 (AMS) through procedures established for communications checks.
 - f. Conduct random patrols throughout the complex (a minimum of one every three hours and no less than three patrols in an eight-hour shift).
 - g. Conduct vehicle inspections as applicable or directed by an OSCO Physical Security Specialist.
 - h. Respond to observed suspicious activity, as directed by the Security Supervisor or as reported by employees.
 - i. Respond to and investigate alarms on the complex.
 - j. Assist Celilo Post 2 as required.
 - k. Report suspicious activity to the Dittmer AMS. During shift two and shift three, after normal complex business hours, post shall report activity directly to local law enforcement in the event of an emergency and notify the Dittmer AMS as soon as practical.
 - l. Operate CCTV and alarm systems during certain hours as directed by the Security Supervisor. Notify the AMS (Ross Post 9) when leaving these systems unattended to conduct patrols.
3. Celilo Post 2, Supervisor
4. Serve as the immediate emergency security response to administrative and management staff at the complex and referring non-emergency contact to OSCO.
5. Perform functions such as standing post (Celilo Post 1 or Celilo Post 2), monitoring physical access and CCTV systems, and patrolling and responding to security incidents, other emergencies, or inspection of vehicles entering the complex as needed.
6. Ensure compliance with all applicable portions of this statement of work as well as requirements for NERC CIP designated areas.

7. Issue site specific temporary badges for visitors or employees who have forgotten their badge.
8. Ensure all security incidents are reported to the Contract Manager and OSCO immediately via telephone followed by an emailed electronic Security Incident Report.
9. Ensure Security Officer Reports and the daily Security Desk Blotter are accomplished in accordance with established directives.
10. Assist, relieve, and train officers as needed.
11. Perform other administrative functions such as, but not limited to, maintaining hard copies and/or electronic copies of Security Checklists, Standard Operating Procedures, Security Alerts, Termination Advisories, Call-Down Lists, Incident Reports, and Duty Officer Schedules. When necessary, record and maintain CCTV clips of security-related incidents that meet evidentiary requirements. Write and submit incident electronic reports when applicable.
12. Record information pertaining to false and nuisance alarms for security systems in accordance with established procedures. Report problems with alarm system or CCTV system hardware or software in accordance with established procedures.
13. When manned during BPA off duty hours, to include weekends and holidays this post shall provide a combination of patrol duties on the Eugene Starr Complex.

v. SECURITY SERVICE FOR MUNRO COMPLEX

- i. BPA's Munro Control Center (MCC) and Munro Alternate Scheduling Center (MSC), co-located in Mead, Washington, is a Tier I critical asset for the agency's ability to maintain electrical reliability and stability for the region

- i. General Information

1. Standard security officer procedures shall apply to all Munro Complex security posts. Under the direction of OSCO, the Contractor shall establish OSCO approved procedures for monitoring the ingress and egress of commercial vehicles, visitors and vendors to ensure persons or vehicles travel only to their authorized destinations and exit the complex in a timely manner. Officers shall maintain entry logs and visitor access procedures, as well as radio and telephone communications between the various posts, supervisors, BPA visitor/vendor sponsors, the Contract Manager, and OSCO as needed. Posts directly supporting response to NERC CIP designated areas, or other critical assets, shall be familiar with the location of those areas, access requirements, and procedures for entry. All posts and patrols assigned to the Munro Complex shall be knowledgeable of building evacuation, shelter-in-place procedures, and other contingency procedures.
 2. Under the direction of OSCO, the Contractor shall develop prescribed Standard Operating Procedures (SOP's) specific to the MCC/MS. These procedures shall facilitate compliance with BPA requirements and the operation of the security systems, CCTV systems, alarm response, operation of remotely controlled gates, and other systems as they are implemented.
 3. MCC/MS shall have two (2) operational security posts (Munro Post 1 and Munro Post 2) to support the facility security posture. These posts shall be manned by armed and uniformed security officers. Questions about physical security and access control policy shall be deferred to the East Region Physical Security Specialist or other OSCO Physical Security Specialists.

ii. Munro Post 1, Munro Alarm Monitoring Station (AMS)

1. This post falls under the U.S. Department of Labor, Wage Determination category of Alarm Monitor.

2. Description of Post

- a. This post is located inside the Munro Scheduling Center facility, alternate Alarm Monitoring Station (AMS). This shall be a one-person post, occupied by an armed, uniformed security officer 24 hours per day, 7 days per week. The security officer shall be equipped and trained as necessary to perform the required security services.
- b. The primary responsibility of this post shall be to provide monitoring of security alarm systems associated with the Munro facility and BPA's NERC CIP facilities, to include associated CCTV systems and remote security systems at all hours and under all conditions (similar to Ross Post 9 & 10). This post shall be familiar with duties related to Ross Posts 9 and 10, providing backup for these posts when necessary. This post shall interact with local site and field personnel regarding access control and security issues following established procedures approved by OSCO relating to MCC/MSD as well as monitored field sites.

3. Designated Shifts

- a. This post shall be manned in three 8-hour shifts as follows:
 - i. Shift One: 0000 – 0800
 - ii. Shift Two: 0800 – 1600
 - iii. Shift Three: 1600 – 0000

4. Post Duties

- a. Officers shall perform the following:
- b. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
- c. Monitor security alarm systems and CCTV systems for all designated NERC CIP sites and facilities, in addition to the MSD/MSD. Assess and document alarm activity according to established SOP's.
- d. Maintain familiarity with all Ross Post 9 and Ross Post 10 duties. Provide backup as necessary for monitoring facilities and sites falling under the responsibility of Ross Post 9 and Ross Post 10.
- e. Use established SOP's and procedures for responding to emergency situations or alarm activations, to include those alarms associated with NERC CIP facilities. Dispatch appropriate patrols and contact the local regional emergency communications agency (911) to request response from outside agencies for situations at the MSD/MSD complex. The Security Supervisor, Contract Manager and OSCO shall be notified when outside agencies are contacted to respond.
- f. Notify local law enforcement, Security Supervisor, the Contract Manager, and OSCO in the event of suspicious or criminal activities in accordance with Standard Operating Procedures.
- g. Follow established procedures relating to NERC CIP sites and contact the appropriate BPA Control Center (Dittmer or Munro) in response to alarms or other emergency situations occurring at field sites.

- h. Respond to and electronically document alarms associated with NERC CIP sites and follow established response procedures. Documentation shall include alarm assessment, cause, name of subject (if applicable) and security status of site.
- i. Communicate with Munro Post 2 as needed to support daily security operations for MCC/MS. Communicate information to Munro Post 2 regarding any unusual or suspicious activity.
- j. Conduct periodic communication checks with Munro Post 2. Communications checks shall be conducted every hour. During increased threat levels, communications checks shall be conducted every 30 minutes. The frequency of communications checks may be changed by OSCO.
- k. Conduct communication checks with the Ross AMS. Communication checks shall be conducted hourly during non-duty hours to include weekends and holidays.
- l. Maintain the NERC CIP Security Desk Blotter, listing security-related activity for NERC CIP sites for a 24-hour time period. Formatting or content of specific blotter entries may be added or changed by OSCO. This blotter shall be electronically submitted daily to OSCO.
- m. Perform other administrative functions associated with the monitoring of NERC CIP sites such as, but not limited to, maintaining electronic and hard copies of Weekly Alarm Mask Outage Log, NERC Physical Security Perimeter (PSP) Alternate Access Log, Call-Down Lists, NERC Reports, and Duty Officer Schedules. Record and maintain CCTV clips and generate Video Clips of NERC CIP security-related incidents. Write and submit incident reports as applicable.
- n. Electronically Record information pertaining to false and nuisance alarms for NERC CIP security systems in accordance with established procedures. Report problems with alarm system or CCTV system hardware or software in accordance with established procedures.
- o. Assist with security system testing of BPA HQ, Ross Complex and Vancouver Mall locations, also support OSCO Physical Security Specialists during alarm system testing.
- p. Maintain familiarity with operating and sending emergency notifications through the Emergency Notification System (ENS).
- q. Perform a combination of alarm monitoring duties and Emergency Notification System duties associated with Continuity of Operations activities.
- r. When performing Continuity of Operations duties, Munro Post 1 shall coordinate with the Ross AMS when leaving post to ensure continuity of field site alarm system monitoring.

iii. Munro Post 2, Supervisor/Patrol

1. Description of Post

- a. The post shall be manned 24 hours per day 7 days a week.
- b. During below Weekday Day Shift duty hours this post shall be occupied by a supervisor who is armed and uniformed 12 hours per day, 5 days per week, with the exception of federal holidays. The Security Supervisor

shall be equipped and trained as necessary to perform the required supervisory and security services functions.

- c. The primary responsibility of this post is to support daily security officer operations for the MCC/MSC facility and shall also conduct foot/vehicle patrols, incident/alarm response, visitor access control, vehicle inspections, and shall ensure only authorized personnel obtain access through the perimeter of the facility using OSCO approved processes.
- d. This post shall remain highly visible in the area around MCC/MSC when not performing supervisory duties. This post shall refer questions about policy or process regarding access control, security issues, and daily security operations to the East Region Physical Security Specialist or other OSCO Physical Security Specialists.
- e. During BPA off duty hours, to include weekends and holidays this post shall provide a combination of AMS support activities including monitoring surveillance and alarm systems at NERC CIP and Non NERC CIP sites. This post shall also provide off duty hours patrol of the Munro Complex with primary focus in supporting NERC CIP site monitoring.

2. Designated Shifts

- a. This post shall be manned in 12-hour shifts as follows:
 - i. Day Shift: 0600 – 1800 (Week day Supervisor)
 - ii. NightShift: Off duty hours to include weekends and holidays this post will be manned by Security Officer performing patrol and AMS duties.

3. Post Duties

- a. Officers shall perform the following:
- b. Perform supervisory duties of security officers in accordance with this SOW as applicable to location.
- c. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies to Contract Manager, OSCO and send notification to BPA Service Tracking in accordance with established procedures.
- d. Process and screen visitors entering the complex in accordance with established procedures.
- e. Conduct vehicle inspections in accordance with established BPA requirements and current procedures approved by OSCO.
- f. Respond to and investigate alarms on the complex.
- g. Respond to suspicious activity as observed or dispatched, or as reported by employees.
- h. Assist Munro Post 1 as required.
- i. Report suspicious activity to Munro Post 1, the Contract Manager and OSCO.
- j. Inform all visitors firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor, or Contractor is carrying a weapon or other prohibited contraband, the officer shall act in accordance with established procedures. The officer shall not recommend any course of

action regarding the disposition, storage or security of the subject weapon or contraband. The incident shall immediately be reported to Munro Post 1 and OSCO.

4. Vehicle Barriers and Security Procedures

- a. During normal duty hours, 0600 – 1800 on weekdays, the outer facility vehicle gate shall remain open, unless otherwise directed by OSCO, or if emergency conditions arise warranting securing the outer gate. In such cases, Munro Post 1, and OSCO shall be advised immediately.
- b. The outer vehicle gate shall remain closed, requiring personnel to badge in for access during non-business hours including holidays.
- c. The inner vehicle gate shall remain closed at all times, requiring personnel with authorized access to badge at a card reader to operate the gate.
- d. Munro Post 2 shall issue access cards to visitors allowing operation of the gate after screening and access to the General Office Building.
- e. The inner automated vehicle gate for the MCC area shall remain closed at all times.
- f. Visitors requiring access to the MCC shall be processed according to established procedures at the main gate before proceeding to the MCC gate and meeting their BPA host at the MCC Main Entry.

vi. SECURITY OFFICER DEPLOYMENT

- i. Additional Security Services requested by BPA will be paid at the Armed Security Officer rate unless pre-approved by an OSCO representative. Armed Security Supervisors who fill an Additional Services deployment post will be paid at the Armed Security Officer rate during the deployment unless OSCO representatives make the determination that supervisory duties will be appropriate during the deployment.
- ii. Armed Security officers may be deployed to non-energized sites or may remain outside of energized facilities providing security in the event of increased threats, criminal activity or if substantial BPA assets require protection. Officers remaining outside of energized access areas during deployment are not required to hold BPA Non-Electrical Worker Permits.
- iii. Security officers may be requested to deploy within energized access areas to provide security in the event of increased threats, criminal activity or if substantial BPA assets require protection.
- iv. Security officers deployed within energized facilities are required to hold valid Contractor's Non Electrical Workers Permits, or other necessary permits, for energized facility access. To obtain this permit, each officer to be deployed to an energized facility **and** maintaining a Non-Electrical Worker Permit must meet all Substation Operations Group requirements for safety and training.
- v. All security officers shall be familiar with safety information outlined in this section. In addition, officers must perform requirements contained in the deployed security officer post orders outlined below.
- vi. Emergency and Non-Emergency Deployment
 - i. The Contractor may be asked to deploy security officers in situations arising from either 1) a credible and serious threat to a BPA facility, personnel, or resources, in the event OSCO determines a high likelihood of criminal activity could occur at a BPA site, or 2) when other activity such as an earthquake or other natural disaster potentially jeopardizes the BPA mission of providing electrical power. As directed by the CO, travel costs due to deployment outside of local areas where officers are assigned will be reimbursable in accordance with the Federal Travel Regulation (FTR). Travel cost

estimates must be submitted in writing electronically and approved by the COR or other OSCO Physical Security (Federal employee) representative in advance of actual travel.

ii. Notification

1. The Contractor will be notified in writing, e-mail, or phone of a pending security deployment. Deployment requests will be made verbally if a deployment is needed immediately. Notifications are authorized from the CO, COR, Chief Security Officer or Physical Security Representatives (Federal) within OSCO.

iii. Training

1. Security officers must complete BPA provided energized facility safety training prior to posting within an energized environment. The Contractor shall maintain an up to date list of security officers who hold current Contractor Non Electrical Worker Permits. The Contractor shall provide a copy of this list to the COR upon request.
2. Security officers must complete any training required to maintain certification for the Contractor Non Electrical Worker Permit and access to energized environments. Training shall be documented in electronic or hardcopy format by the Contractor and made available for to the COR upon request.

iv. Equipment

1. Contractor furnished equipment:
 - a. All normal duty gear including rain gear, and cold weather gear as needed.
 - b. Vehicle meeting the needs of the terrain and situation.
 - c. Cellular Telephone.
 - d. Portable Arming Barrel, or equivalent, safe procedure if arming/disarming is to occur on site.
 - e. Water as needed.
 - f. Other items deemed necessary by the Contractor or COR.

v. Post Duties

1. Officers deployed shall be armed. The Contractor shall comply with the post duties as provided by OSCO as coordinated with deployed site responsible official. Deviations from post duties require email or verbal approval in advance from an OSCO representative.
2. Upon arrival at an energized facility, the officer must follow BPA training for accessing an energized site.
3. Upon arrival to a field site, security officers must meet with the BPA Site Supervisor. If this is not possible, the officer must follow the direction of OSCO through the on-duty Security Supervisor.
4. If an intruder is discovered on site, security officers must attempt to control the situation in the safest manner possible. Security officers shall not pursue a suspect into an energized facility. If the intruder gains access to the energized yard and is non-compliant, security officers shall immediately notify the responsible AMS who will contact law enforcement for assistance and notify the appropriate Control Center. If an intrusion into an energized area is suspected, security officers shall notify the responsible AMS who will contact law enforcement for assistance and notify the appropriate Control Center. Security

officers shall take a position of cover allowing for observation of the facility and await the arrival of law enforcement.

5. Security Officer Reports (SOR's hardcopy or electronic) must be maintained noting the date and time of various patrol duties such as perimeter, building, or surrounding area checks. Security officers must maintain record of the time and reason for the departure from posts. Security officers must coordinate post departures with the responsible AMS.
6. At the end of shift, prior to departure, security officers must notify the appropriate AMS, and note the time of departure. Deployed security officers must maintain communication capability with the Responsible AMS unless circumstances, such as the remote location of the facility, prevent communications from the site.

vi. Discharge of Firearms

1. Officers shall avoid discharging a firearm in, around or near an energized facility unless no other alternative exists.
2. Officers shall not discharge liquid (Aerosol Self Defense spray) within the energized environment due to possible electrocution hazard.

vii. PERFORMANCE ASSURANCE

- i. The Contractor shall establish a performance assurance or quality assurance program ensuring personnel performing duties have the appropriate knowledge, skills, and abilities to perform the following:
 - i. Work in both corporate and industrial security functions
 - ii. Personnel are screened to meet the highest level of integrity to perform security-related duties
 - iii. Personnel are able to meet extensive background checks and security clearance standards
 - iv. Personnel meet appropriate physical capability/readiness levels associated with security-related duties
 - v. Personnel retention is addressed to maintain continuity of personnel and a low employee turnover rate.
 - vi. This performance assurance, or quality assurance, program may be a pre-existing program employed by the Contractor. The program must meet any additional specific requirements outlined within this statement of work.
 - vii. The Contract Manager shall ensure all BPA-specific elements of the Performance Assurance Program outlined below are met.
- ii. Training Elements
 - i. Job Task Analysis (JTA)
 1. A JTA shall be developed for all security posts within 90 calendar days of the award of the contract following the Oregon Department of Public Safety Standards and Training: "The Job Task Analysis (JTA) Process."
<http://www.oregon.gov/dpsst/at/docs/thejtprocess.pdf>
 2. JTA's shall be reviewed and updated a minimum of annually. Reviews shall be documented by the Contractor and documentation provided to the COR.
 3. The JTA shall provide the basis for contractor provided individual security post training as well as security post certifications.
- iii. Security Post Certifications

- i. The Contractor shall develop, review and or adapt methodology, requirements, documentation methods, and testing material to conduct initial security post certifications as well as annual (recurring) security post certification training specific to the BPA Security Services Contract implemented within 90 calendar days of the award of the contract.
 - ii. At a minimum, initial security post certifications shall include task knowledge/task performance certification based on the applicable security post JTA as well as written testing. This shall apply for new hires and existing security officers newly assigned to a security post.
 - iii. Annual security post certifications shall include at a minimum written knowledge testing of specific post procedures for all security officers posted. Similar posts may use the same quality control testing.
 - iv. Security post certification methodology shall be hierarchical and must be approved in advance by the COR.
- iv. Self-Assessments
 - i. The Contractor shall conduct annual self-assessments relating to security posts, post duties, and security training, security firearms training, and firearms safety.
 - ii. Self-assessments must identify findings, if applicable, and corrective actions.
 - iii. The Contractor shall track and follow-up on corrective actions in an effort to close identified findings.
 - iv. The Contractor shall notify the COR upon the initiation of a self-assessment and shall provide to the COR the written self-assessment report in an electronic format within 20 business days of assessment completion.
- v. Performance Testing
 - i. The Contractor shall develop methodology as part of their internal Quality Control Program to implement, document, and maintain performance testing (e.g. alarm response performance tests and limited scope performance tests) for the security force carried out by Contractor assigned personnel: Contract Manager, Contract Quality Control personnel or designated security supervisors.
 - ii. Performance testing methodology shall include an applicable safety plan which shall be approved in advance by the COR before implementation.
 - iii. Performance testing methodology shall be finalized for approval within 120 calendar days following award of the contract.
 - iv. Once finalized and implemented, written records of performance testing shall be forwarded to the COR.
 - v. Limited Scope Performance testing shall be performed a minimum of twice a month and documented. Documentation shall include evaluation criteria/objectives, results, and corrective actions needed, if applicable.

viii. **PERFORMANCE EVALUATIONS**

- i. The CO and COR shall meet with Contractor senior personnel assigned to support the contract in-person or via phone not less than annually to discuss results of BPA quality control findings and overall performance.
- ii. The Contractor shall provide a plan for corrective actions within 5 calendar days following notification from the CO or COR of corrective action, poor performance or failure to perform. The Contractor must provide information on actions to be taken and expected completion date and notification when corrective actions are completed.

APPENDIX 1 – SUBCONTRACTING PLAN

The approved full text subcontracting plan is located in the official file. This page is intentionally left blank.

APPENDIX 2 – COLLECTIVE BARGAINING AGREEMENT

The full text collective bargaining agreement, signed 8/31/2018, is located in the official file. This page is intentionally left blank.

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
AMENDMENT OF SOLICITATION/MODIFICATION OF
CONTRACT/ORDER

OMB

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- ... - ... - 80004	2. Amendment/Modification Number: BPA- ... - ... - 3	
3. Effective Date: See 15c.	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Cody L. Rodriguez 503-230-4262, clrodriguez@bpa.gov

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.

MODIFICATIONS OF CONTRACTS/ORDERS (Modifies the contract/order as described in item 12.)

CHECK ONE	7. This unilateral modification is issued pursuant to: (specify authority below). The changes set forth in item 12 are made in the Contract/Order in Item 1. BPI Clause 7-40 Option to Extend the Term of the Contract
<input checked="" type="checkbox"/>	
<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 14.10.3(b)(1).
<input type="checkbox"/>	9. Bilateral/Other (specify authority):

10. Accounting and Appropriation Data (used for COOP event only):

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.)
SEE CONTINUATION SHEET

Except as provided herein, all terms and conditions of the document referenced in Item 1 or 2 remain unchanged.

13. Company Name:

Inter-Con Security Systems, Inc.

14a. Name, Phone and Title of Signer: Neil Martua, (626) 535-2234 Chief Administrative Officer	15a. Name of Contracting Officer: Cody L. Rodriguez		
14b. Contractor/Offendor By: (b) (6) (Signature of person authorized to sign)	14c. Date Signed: 9/19/19	15b. Signature of Contracting Officer By: (b) (6) (Signature of Contracting Officer)	15c. Date Signed: 9/19/2019

CONTINUATION SHEET (4220.xx Part A Forms)

The purpose of this modification is to exercise Option Period 1. The option is exercised bilaterally in accordance with BPI Clause 7-40 Option to Extend the Term of the Contract. Changes made by this modification are as follows:

A. Option Period 1 is exercised. As a result, the following changes are made:

- a. The period of performance is changed from 09/01/2018 - 09/30/2019 to 09/01/2018 - 09/30/2020.
- b. The contract price is increased by (b) (4)
- c. The latest Collective Bargaining Agreement, signed 8/19/2019, is incorporated into the contract.

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UNIT 1 — COMMERCIAL

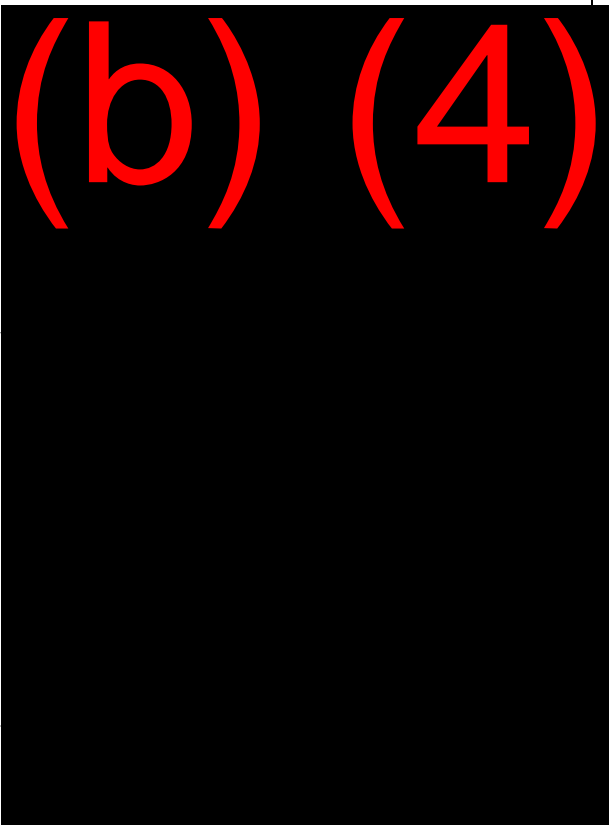
CONTRACT-BASIC TERMS (28-1.1) (MAR 2018)(BPI 28.3.4(A))

- (a) This is a Firm Fixed Price (FFP) contract for eleven months with options to extend for four pre-priced one-year option periods. By signing the contract cover page, Bonneville and the Contractor agree, subject to the attached terms and conditions, the Contractor shall sell to Bonneville the services identified herein at the prices set forth in the Schedule of Pricing.
- (b) This contract shall become effective upon receipt of the signed 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))

The contractor shall provide the services at the prices identified in accordance with the Statement of Work (SOW). Contract Line Item Numbers (CLINs) 0001 – 0005 and corresponding option period CLINs are FFP. CLINs 0006 – 0008 and corresponding option period CLINs are T&M based on actual costs. The Contractor submitted cost estimates must be submitted to and approved by the COR in advance.

Contract extension in accordance with BPI Clause 7-39 Option to Extend Services is based on the schedule of prices.

CLIN	Description	Unit	Quantity	Unit Price	Price
Base Period: 11/1/2018 - 09/30/2019					
0001	Headquarters Complex Security Posts; 11/1/2018 - 01/31/2019	MO			
0002A	Ross Complex Security Posts; 11/1/2018 - 01/31/2019	MO			
0002B	Ross Complex Security Posts; 02/1/2019 - 09/30/2019	MO			
0003	Park Place Complex Security Posts	MO			
0004	Eugene Starr Complex Security Posts	MO			
0005	Munro Complex Security Posts	MO			
0006	Deployment and Urgent Security Services OR				
0006A	Security Officer, Unarmed – Standard Rate	HR			
0006B	Security Officer, Armed – Standard Rate	HR			
0006C	Security Officer, Supervisor – Standard Rate	HR			
0006D	Alarm Monitor – Standard Rate	HR			
0006E	Security Officer, Unarmed – Overtime Rate	HR			
0006F	Security Officer, Armed – Overtime Rate	HR			
0006G	Security Officer, Supervisor – Overtime Rate	HR			
0006H	Alarm Monitor – Overtime Rate	HR			
0007	Deployment and Urgent Security Services WA				

CLIN	Description	Unit	Quantity	Unit Price	Price
0007A	Security Officer, Unarmed – Standard Rate	HR	(b) (4)	(4)	
0007B	Security Officer, Armed – Standard Rate	HR			
0007C	Security Officer, Supervisor – Standard Rate	HR			
0007D	Alarm Monitor – Standard Rate	HR			
0007E	Alarm Monitor, Supervisor – Standard Rate	HR			
0007F	Security Officer, Unarmed – Overtime Rate	HR			
0007G	Security Officer, Armed – Overtime Rate	HR			
0007H	Security Officer, Supervisor – Overtime Rate	HR			
0007I	Alarm Monitor – Overtime Rate	HR			
0007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
0008	Travel Costs IAW FTR				

Option Period 1: 10/1/2019 - 9/30/2020

1001	Headquarters Complex Security Posts	MO	(b) (4)	(4)	
1002	Ross Security Posts	MO			
1003	Park Place Security Posts	MO			
1004	Eugene Starr Complex Security Posts	MO			
1005	Munro Security Posts	MO			
1006	Deployment and Urgent Security Services OR				
1006A	Security Officer, Unarmed – Standard Rate	HR			
1006B	Security Officer, Armed – Standard Rate	HR			
1006C	Security Officer, Supervisor – Standard Rate	HR			
1006D	Alarm Monitor – Standard Rate	HR			
1006E	Security Officer, Unarmed – Overtime Rate	HR			
1006F	Security Officer, Armed – Overtime Rate	HR			
1006G	Security Officer, Supervisor – Overtime Rate	HR			
1006H	Alarm Monitor – Overtime Rate	HR			
1007	Deployment and Urgent Security Services WA				
1007A	Security Officer, Unarmed – Standard Rate	HR			
1007B	Security Officer, Armed – Standard Rate	HR			
1007C	Security Officer, Supervisor – Standard Rate	HR			
1007D	Alarm Monitor – Standard Rate	HR			
1007E	Alarm Monitor, Supervisor – Standard Rate	HR			
1007F	Security Officer, Unarmed – Overtime Rate	HR			
1007G	Security Officer, Armed – Overtime Rate	HR			
1007H	Security Officer, Supervisor – Overtime Rate	HR			
1007I	Alarm Monitor – Overtime Rate	HR			
1007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
1008	Travel Costs IAW FTR				

CLIN	Description	Unit	Quantity	Unit Price	Price
Option Period 1 Total:					(b) (4)
Option Period 2: 10/1/2020 - 9/30/2021					(b) (4)
2001	Headquarters Complex Security Posts	MO			
2002	Ross Security Posts	MO			
2003	Park Place Security Posts	MO			
2004	Eugene Starr Complex Security Posts	MO			
2005	Munro Security Posts	MO			
2006	Deployment and Urgent Security Services OR				
2006A	Security Officer, Unarmed – Standard Rate	HR			
2006B	Security Officer, Armed – Standard Rate	HR			
2006C	Security Officer, Supervisor – Standard Rate	HR			
2006D	Alarm Monitor – Standard Rate	HR			
2006E	Security Officer, Unarmed – Overtime Rate	HR			
2006F	Security Officer, Armed – Overtime Rate	HR			
2006G	Security Officer, Supervisor – Overtime Rate	HR			
2006H	Alarm Monitor – Overtime Rate	HR			
2007	Deployment and Urgent Security Services WA				
2007A	Security Officer, Unarmed – Standard Rate	HR			
2007B	Security Officer, Armed – Standard Rate	HR			
2007C	Security Officer, Supervisor – Standard Rate	HR			
2007D	Alarm Monitor – Standard Rate	HR			
2007E	Alarm Monitor, Supervisor – Standard Rate	HR			
2007F	Security Officer, Unarmed – Overtime Rate	HR			
2007G	Security Officer, Armed – Overtime Rate	HR			
2007H	Security Officer, Supervisor – Overtime Rate	HR			
2007I	Alarm Monitor – Overtime Rate	HR			
2007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
2008	Travel Costs IAW FTR				
Option Period 3: 10/1/2021 - 9/30/2022					(b) (4)
3001	Headquarters Complex Security Posts	MO			
3002	Ross Security Posts	MO			
3003	Park Place Security Posts	MO			
3004	Eugene Starr Complex Security Posts	MO			
3005	Munro Security Posts	MO			
3006	Deployment and Urgent Security Services OR				
3006A	Security Officer, Unarmed – Standard Rate	HR			
3006B	Security Officer, Armed – Standard Rate	HR			
3006C	Security Officer, Supervisor – Standard Rate	HR			

CLIN	Description	Unit	Quantity	Unit Price	Price
3006D	Alarm Monitor – Standard Rate	HR		(b) (4)	
3006E	Security Officer, Unarmed – Overtime Rate	HR			
3006F	Security Officer, Armed – Overtime Rate	HR			
3006G	Security Officer, Supervisor – Overtime Rate	HR			
3006H	Alarm Monitor – Overtime Rate	HR			
3007	Deployment and Urgent Security Services WA				
3007A	Security Officer, Unarmed – Standard Rate	HR			
3007B	Security Officer, Armed – Standard Rate	HR			
3007C	Security Officer, Supervisor – Standard Rate	HR			
3007D	Alarm Monitor – Standard Rate	HR			
3007E	Alarm Monitor, Supervisor – Standard Rate	HR			
3007F	Security Officer, Unarmed – Overtime Rate	HR			
3007G	Security Officer, Armed – Overtime Rate	HR			
3007H	Security Officer, Supervisor – Overtime Rate	HR			
3007I	Alarm Monitor – Overtime Rate	HR			
3007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
3008	Travel Costs IAW FTR				
				Option	

Option Period 4: 10/1/2022 - 9/30/2023

4001	Headquarters Complex Security Posts	MO	(b) (4)	
4002	Ross Security Posts	MO		
4003	Park Place Security Posts	MO		
4004	Eugene Starr Complex Security Posts	MO		
4005	Munro Security Posts	MO		
4006	Deployment and Urgent Security Services OR			
4006A	Security Officer, Unarmed – Standard Rate	HR		
4006B	Security Officer, Armed – Standard Rate	HR		
4006C	Security Officer, Supervisor – Standard Rate	HR		
4006D	Alarm Monitor – Standard Rate	HR		
4006E	Security Officer, Unarmed – Overtime Rate	HR		
4006F	Security Officer, Armed – Overtime Rate	HR		
4006G	Security Officer, Supervisor – Overtime Rate	HR		
4006H	Alarm Monitor – Overtime Rate	HR		
4007	Deployment and Urgent Security Services WA			
4007A	Security Officer, Unarmed – Standard Rate	HR		
4007B	Security Officer, Armed – Standard Rate	HR		
4007C	Security Officer, Supervisor – Standard Rate	HR		
4007D	Alarm Monitor – Standard Rate	HR		
4007E	Alarm Monitor, Supervisor – Standard Rate	HR		

CLIN	Description	Unit	Quantity	Unit Price	Price
4007F	Security Officer, Unarmed – Overtime Rate	HR	(b) (4)		
4007G	Security Officer, Armed – Overtime Rate	HR			
4007H	Security Officer, Supervisor – Overtime Rate	HR			
4007I	Alarm Monitor – Overtime Rate	HR			
4007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
4008	Travel Costs IAW FTR				
Transition Option: 9/1/2018 - 10/31/2018					
5001	Physical Security Transition Services	MO	(b) (4)		
		Base a			

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 491
ATTN: NSTS-MODW Vendor Maintenance
Vancouver, WA 98666-0491

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: Travel Costs in accordance with the Federal Travel Regulations.

- (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: None.
- (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 491
ATTN: NSTS-MODW Vendor Maintenance
Vancouver, WA 98666-0491

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:

- (k) within a reasonable time after the defect was discovered or should have been discovered; and
- (l) 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.

DISPUTES (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.

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 15-11)
 - (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; or

- (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 –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) 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.
 - (iii) 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.
 - (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or

- (C) Are only for:
- (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) 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)
- (d) 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.

UNIT 2 – OTHER CLAUSES

RESTRICTION ON COMMERCIAL ADVERTISING (3-9) (MAR 2018) (BPI 3.5.2)

The Contractor agrees that without the Bonneville Power Administration's (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2) (MAR 2018)(BPI 5.1.4 (B))

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will 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 to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor's own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;
- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

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 advance written notice to the Contractor within 60 calendar days.

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 advance written notice to the Contractor within 60 calendar days; provided that Bonneville gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar 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 5 years and 7 months.

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

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

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

- (a) Definitions. As used in this clause-
 - "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 - "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 - "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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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.

(i) 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.

(j) 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.

(k) 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.

(l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.

(m) 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.

- (n) 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.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) 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.
- (q) 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.
- (r) 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.
- (s) 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.
- (t) 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 by reference into the contract, and are identified as follows:

Wage Determination	Revision #	Revision Date	State	County
CBA-2015-7941	2	12/11/2018	OR	Statewide
CBA-2015-7942	2	12/11/2018	WA	Statewide

EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
 - (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
 - (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
 - (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
 - (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.

- (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**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.

“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.

“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.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"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 suspension/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.

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.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

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

- (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.

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:
 - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program(Bonneville Policy 434-1),
 - (10)Business Use of Bonneville Technology Services (BPAM Chapter 1110),

- (11) Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12) Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13) Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14) Preservation of property (41 CFR § 102-74.380),
 - (15) Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16) Disturbances (41 CFR § 102-74.390),
 - (17) Gambling Prohibited (41 CFR § 102-74.395),
 - (18) Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19) Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20) Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21) Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

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.

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)

- (a) 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.
- (b) 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.
- (c) 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.

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 (16-8)
(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 \$2,000,000 per occurrence.
- (c) Excess / Umbrella general liability insurance of at least \$5,000,000
- (d) 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.
- (e) 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.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("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 as contemplated by the terms of this contract. 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 this

contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor'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 earliest of any termination of this contract or the Contractor's written request.

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.

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

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.

(b) (4), (b) (6)

UNIT 4 — STATEMENT OF WORK

- A) General Information
 - 1) Introduction
 - 2) Background
 - 3) Place of Performance
 - 4) Government-Furnished Materials and Equipment
 - 5) Contractor-Furnished Materials and Equipment
 - 6) Federal Holidays
 - 7) Acronym Definitions
 - 8) Documentation
- B) Work and Service Requirements
 - 1) General Requirements
 - 2) Security Clearance Requirements
 - 3) Required Documentation Prior to Award
 - 4) Standard Operating Procedures
 - 5) Certifications and Credentials
 - 6) Contractor Furnished Training
 - 7) Contract Employee Requirements
 - 8) Duties of the Contractor
 - 9) Weapons Requirements
 - 10) Company Representatives and Supervision
 - 11) Security Supervisor Procedures And Duties
 - 12) General Security Officer Conduct
 - 13) Deliverables and Performance
 - 14) Shift and Post Requirement
 - 15) Safety Requirements
- C) Security Service for the BPA Headquarters Complex
- D) Security Service for the Ross Complex
- E) Security Service for the BPA Park Place Leased Office Complex
- F) Security Service for the Eugene Starr Complex
- G) Security Service for the Munro Complex
- H) Security Service Deployment to Energized Facilities
- I) Performance Assurance
- J) Performance Evaluation

A) GENERAL INFORMATION

1) INTRODUCTION

- a. This Statement of Work is for the acquisition of armed security officer services (protective force) at the Bonneville Power Administration (BPA) Headquarters in Portland, Oregon; Ross Complex, located in Vancouver, Washington; Eugene Starr Complex, located in The Dalles, Oregon; Munro Complex in Mead, Washington; and other BPA facilities or properties as security needs arise.
- b. The services provided are commensurate with the duties of a Guard I (limited use of Guard I), Guard II and Alarm Monitor as defined under the Protective Service Occupations category of the Department of Labor (DOL) document titled, "Service Contract Act Directory of Occupations." Therefore, services offered by the Contractor must stipulate use of Guard I and Guard II, and Alarm Monitor personnel exclusively. Any employment of Guard I personnel during the performance of the contract other than that specified in the Statement of Work and allowed by the temporary exception outlined in section 13.b, Certifications and Credentials or authorized by the CO or COR prior to the posting occurring, may be considered grounds for termination for default.
- c. This Statement of Work (SOW) is for the sole use of the security services provider (Contractor) and Bonneville Power Administration in order to administer this security services contract. All information, procedures, requirements, instructions and descriptions of duties contained in the SOW shall be protected from unauthorized disclosure, distribution, copying, other duplication, electronic transmission, and any other form of unauthorized use. This SOW shall not be provided in part or in full to any person, company, agency, representative or any other element without the express written consent of the Contracting Officer. This document is identified as Critical Information. Under BPA's Information Protection Guidance, it is not required to be marked; however, controlled distribution and information security protections are required.
- d. The execution of this SOW will be under the supervision of the Bonneville Power Administration's (BPA's) Office of Security and Continuity of Operations (OSCO), under the direction of the Chief Security and Continuity Officer (CSCO).

2) BACKGROUND

- a. The Bonneville Power Administration (hereinafter referred to as "BPA") is a federal agency, within the U.S. Department of Energy, that markets wholesale electrical power and operates and markets transmission services in the Pacific Northwest. The wholesale electrical power marketed by BPA comes from 31 federal hydro projects in the Columbia River Basin, one nonfederal nuclear plant and several other small nonfederal power plants. BPA's customers include publicly owned and investor-owned utilities, as well as some large industries. BPA also sells or exchanges power with utilities in Canada and the Western United States. Revenue earned by BPA helps it fulfill public responsibilities that include low-cost and reliable power and investments in energy conservation and renewable resources.
- b. As a major provider of electrical power throughout the Pacific Northwest, BPA's resources are critical to the agency continuing to meet its mission essential function, providing Federal power to load in a reliable manner. As such, BPA is required to develop and implement security strategies to protect critical infrastructure, key resources, and personnel to ensure the accomplishment of BPA's mission. The intent of these strategies are to prevent the exploitation, incapacitation, or destruction of BPA's infrastructures and resources. Accordingly, BPA's hydro-electric grid is identified as critical to the economic prosperity, national defense, and quality of life of the United States. Therefore, BPA seeks a partnership with a security provider who is equipped and prepared to play a vital role in supporting the protection of BPA's portion of the nation's critical energy infrastructure.

3) PLACE OF PERFORMANCE

- a. The Contractor shall provide security officer services at the BPA's facilities at the following locations:
- b. BPA Headquarters building, located at 905 NE 11th Avenue, Portland, OR 97232
- c. BPA Ross Complex, located at 5411 NE Highway 99, Vancouver, Washington 98663

- d. Eugene Starr Complex, located in The Dalles, Oregon
- e. Munro Complex, located in Mead, Washington
- f. Other locations within the BPA Regional Service Area as deemed necessary by BPA

4) GOVERNMENT-FURNISHED MATERIALS AND EQUIPMENT

- a. BPA will provide facilities, workstations, computers, printers, and other associated equipment for security officer and security supervisor use.
- b. BPA will provide maps, floor plans and information to build security operating procedures to the Contractor as needed for distribution to appropriate posts and personnel. The Contractor must maintain these materials in the post books. The Contractor must protect this information in accordance with BPA Information Protection Program standards.
- c. BPA will provide a copy of the Emergency Procedures and any call-out rosters, which the Contractor shall maintain at each site. These documents shall be protected in accordance with BPA Information Protection Program standards.

5) CONTRACTOR-FURNISHED MATERIALS AND EQUIPMENT

- a. The Contractor shall furnish all training, quality control, personnel, uniforms, equipment, materials, and supervision to maintain physical security for BPA Headquarters, Ross Complex, Eugene Starr Complex, Munro Complex, employees, and visitors.
- b. The Contractor shall provide the following items of operational equipment:
 - i. One hand-held portable public address system with batteries at HQ, Ross, Eugene Starr and Munro locations
 - ii. One hand-held, battery-operated spotlight with batteries at each complex, HQ, Ross, Eugene Starr and Munro
 - iii. Sufficient communications equipment, to maintain contact with security officers and BPA Local Facilities personnel.
 - iv. One (1) 800 MHz capable hand held radio on each security post. Additionally, base stations compatible with regional emergency services communications systems shall be provided for Headquarters Post 1, , Ross Dittmer AMS, Ross Post 2, (CSB) and Munro AMS.
- c. The Contractor shall furnish Vehicles to meet SOW requirements. Information on vehicles being considered must be submitted to and approved by the BPA OSCO COR prior to use in performance of this contract. Consideration for the selection of patrol vehicles shall include area inclement weather conditions, operating terrain, fuel economy, vehicle purpose, etc. Vehicles designated for deployment purposes must take into account that BPA deployment locations include remote locations accessed via fire roads, and Right of Way access roads that require ability to operate off hardened road surfaces. Any exceptions, changes, or modifications to vehicle requirements during the contract must be approved in advance by the COR and/or CO. Refer to Federal Standard 307 for further guidance
 - i. BPA Headquarters.
 - (a) No vehicles are required
 - ii. Ross Complex
 - (a) Three Vehicles, Two for patrol and one for supervision.
 - (b) All are to be AWD or 4x4
 - (c) Est. Mileage for patrol vehicles 22,000 each, per year
 - (d) Est. Mileage for supervisor vehicle: 35,000 Per year.
 - iii. Park Place office complex
 - (a) One vehicle for patrol duties.

- (b) Est. Mileage: 7,000 miles per year
- iv. Eugene Starr Complex
 - (a) One vehicle for patrol use
 - (b) AWD or 4-wheel drive, compact, extended cab pickup truck or SUV.
 - (c) Est. Mileage: 30,000 Per year
- v. Munro Complex
 - (a) One vehicle for patrol use.
 - (b) AWD or 4-wheel drive, compact, extended cab pickup truck or SUV
 - (c) Est. Mileage: 30,000 Per year
- vi. Spare Deployment Vehicles
 - (a) Two spare vehicles shall be available at all times for emergency deployments to various BPA facilities or higher threat conditions. One of the spare vehicle may be located at the Eugene Starr Complex.
 - (b) AWD or 4-wheel drive, compact, extended cab pickup truck or SUV.
 - (c) Est. Mileage 6,000 per year.
- vii. Vehicle equipment
 - (a) The color of the patrol vehicles shall be consistent with security or law enforcement-type vehicles. Doors on each side of the vehicles shall be marked " Security". In addition to other items deemed necessary by the Contractor, the Contractor must equip vehicles as follows:
 - (b) Light bar with flashing amber lights
 - (c) Spot light (mounted, remotely operated or hand-held portable)
 - (d) Spare tire and tools
 - (e) Traction devices or tires
 - (f) First Aid kit with protective gloves and medical waste receptacle
 - (g) Emergency Road Kit using LED or reflective emergency markers
 - (h) Vehicle mounted radio compatible with regional emergency services communications systems
 - (i) A,B,C Fire extinguisher
- d. Uniform and Equipment
 - i. Uniforms shall be of professional appearance, color-coordinated police/security style uniforms that are standard issue by the Contractor and worn by all security officers and security supervisors. The uniforms for security officers and security supervisors assigned to the Eugene Starr Complex may be a tactical uniform (e.g. – 5.11 Tactical Series or similar) in the color of Khaki. Officers required to have a Non Electrical Worker Access Permit to energized areas must be provided uniforms meeting NFPA requirements for Arc Flash and Energized yard environments as listed in the BPA Accident Prevention Manual and Rules of Conduct Handbook.
 - ii. The following items of clothing and equipment shall be issued to and placed in the care and custody of each employee. Adjustments or changes to these requirements must be approved in advance by the COR.
 - iii. Rain and cold weather gear as required with high visibility security identification located on the front and back.

- iv. A name tag that is professional in appearance with the first initial and last name of the officer to be worn in a consistent location on the uniform.
 - v. Duty belt with minimum level 3 retention holster, similar to what Law Enforcement agencies currently use, requiring two separate actions to release retentions and draw the weapon. ex: an SSL sleeve or thumb break combined with a rocking motion, magazine pouch, handcuff pouch, and other equipment approved in advance by the COR.
 - vi. Black security or police style duty boots or shoes. Tan security or police style duty boots may be issued for use with Eugene Starr uniforms if khaki color uniforms are selected.
 - vii. Officers holding an energized access permit must be provided appropriate foot gear as listed in the BPA Accident Prevention Manual Section A-2 which is as follows: Lace-up, over the ankle leather boots with rigid sole and heel meeting ASTM F 2413-11 with an EH Rating or ASTM F 2413-05, Class 75 with EH rating
 - viii. Professional Looking full finger black gloves lined with cut resistant material that meets 29 CFR part 1910 subpart I App B and ANSI / ISEA 105-2016 such as Law Enforcement agencies would provide to LE Officers for cut protection.
 - ix. Whistle
 - x. Security Officer badge meeting requirements of state laws where performing duty to be worn on the most exterior article of clothing(i.e. uniform shirt, uniform jacket, rain gear or cold weather clothing)
 - xi. Gender specific ballistic body armor meeting U.S. Department of Justice National Institute of Justice Standard 0101.06, Classification Type II-A. and meeting OSHA Standard 1910.132
 - xii. Sufficient numbers of uniform pants, short sleeve shirts, and long sleeve shirts for each officer to maintain uniform cleanliness and professional appearance.
 - xiii. Security/law enforcement style all weather jacket, with high visibility security identification on front and back affording access to their issued duty weapon.
 - xiv. Aerosol Defensive spray and carrying pouch of the type and potency that local LE and/or local security companies carry.
- e. At a minimum, the following items of equipment shall be provided to employees for each shift. Additional items deemed necessary by the Contractor must be approved by the COR:
- i. Handcuffs and handcuff key
 - ii. Aerosol Defensive Spray
 - iii. Flashlight similar to the type Law Enforcement use, capable of being operated with one hand (push button on/off) while using a duty weapon in a high stress environment
 - iv. Semiautomatic Handgun with similar characteristics and performance as Law Enforcement agencies use no less than 9mm
 - v. Ammunition meeting Law Enforcement performance characteristics, no less than 9mm in caliber
 - vi. two magazines, and one round for the chamber. Magazine capacity shall be the maximum allowed by law
 - vii. Handheld Radios compatible with regional emergency services communications systems
 - viii. The Contractor shall provide a secure, lockable cabinet sufficient for the secure storage of weapons at each arming/disarming point. Information pertaining to the proposed weapons storage cabinet shall be submitted to the COR for approval upon award of the contract
 - ix. The Contractor shall provide an approved bullet containment device for issuance of duty weapons at each arming point. Bullet containment devices must be placed in position so the muzzle of any weapon to be cleared is angled down and towards the floor

- x. All Contractor-provided equipment shall be appropriately marked and identified as belonging to the Contractor

6) FEDERAL HOLIDAYS

- a. Federal Holidays occurring on Saturdays are observed on the Friday prior, and Federal Holidays occurring on Sundays are observed on the Monday following, 5 U.S.C. 6103 and Office of Personnel Management guidance
- b. BPA observes the following Federal Holidays:
 - c. New Year's Day January 1st
 - d. Martin Luther King Day 3rd Monday in January
 - e. Washington's Birthday 3rd Monday in February
 - f. Memorial Day Last Monday in May
 - g. Independence Day July 4th
 - h. Labor Day 1st Monday in September
 - i. Columbus Day 2nd Monday in October
 - j. Veterans' Day November 11th
 - k. Thanksgiving Day 4th Thursday in November
 - l. Christmas Day December 25th

7) ACRONYM DEFINITIONS AND INFORMATIONAL LINKS

- a. Acronyms:
- b. BMS Room: Building Management System Room. BMS rooms at BPA house critical facilities operations equipment
- c. HSPD: Homeland Security Presidential Directive
- d. JTS Room: Joint Tenant Space. Data services and equipment rooms on each floor of BPA HQ, shared by GSA
- e. PACS: Physical Access Control Systems
- f. WSO: Weapons Safety Officer. A security officer or security supervisor who is knowledgeable, trained, and designated to oversee weapons issue and arming/disarming of personnel for shift change purposes

8) DOCUMENTATION

- a. Codified Federal Regulations (CFRs) www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl
<http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=41:3.1.1.3.22#41:3.1.1.3.22.3.326.3>
- b. DOE Order 470.4b, Appendix B, Section 1, "Facility Clearances and Registration of Safeguards and Security Activities," and Section 2 "Foreign Ownership, Control or Influence Programs (FOCI)." <https://www.directives.doe.gov/directives-documents/400-series/0470.4-BOrder-b-admchg1>
- c. Executive Order 12829
<http://www.archives.gov/isoo/policy-documents/eo-12829.html>
- d. HSPD-7
<http://www.dhs.gov/homeland-security-presidential-directive-7>
- e. HSPD-12
<http://www.dhs.gov/homeland-security-presidential-directive-12>
- f. NERC CIP Standard 006

- g. <http://www.nerc.com/standard006>
Oregon Department of Safety, Standards, and Training (Oregon DPSST)
- h. <http://www.oregon.gov/DPSST/PS/pages/index.aspx>
Oregon Revised Statutes
- i. <http://www.leg.state.or.us/ors/>
Privacy Act 1974
- j. <http://www.justice.gov/opcl/privstat.htm>
Revised Code of Washington (RCW)
- k. <http://apps.leg.wa.gov/rcw/>
SF 328
http://hss.doe.gov/HQSecOp/foreign_ownership/FOCI_SF328_INSTRUCTIONS.pdf
<http://www.gsa.gov/portal/forms/download/116246>
- l. U.S. Department of Justice National Institute 0101.06
- m. NIJ Standard-0101.06 for Ballistic-Resistance of Body Armor and NIJ Standard-0115.00 for Stab-Resistance of Body Armor
- n. Washington State Criminal Justice Training commission (WSCJTC)
<https://fortress.wa.gov/cjtc/www/>
- o. Washington State Department of Licensing
<http://www.dol.wa.gov/business/securityguards/sggetarmed.html>
- p. 18 USC 793
<http://codes.lp.findlaw.com/uscode/18/l/37/793>
- q. 18 USC 794
<http://codes.lp.findlaw.com/uscode/18/l/37/794>

K) WORK AND SERVICE REQUIREMENTS

1) GENERAL REQUIREMENTS

- a. The overall purpose of this contract is to provide an estimated aggregate of approximately 97,688 annual hours of security officer services and approximately 15,776 annual hours of supervisory services for the BPA Headquarters, Ross Complex, Eugene Starr Complex, Munro Complex and other BPA facilities as addressed in this SOW. Additional security services may be requested by BPA for special events, increased security conditions, emergency services, etc. BPA projects requiring approximately 1,000 hours annually for additional security services on an as-needed basis for unforeseen situations.
- b. Security services include but are not limited to the following:
 - i. Armed guard services.
 - ii. Protection of employees, facilities and property.
 - iii. Access control, to include screening of visitors, vehicles, packages.
 - iv. Issuance of visitor badges and enforcement of BPA's ID badge policies.
 - v. Alarm Monitoring Station - operation and monitoring of security alarm systems and CCTV systems across geographically dispersed locations.
 - vi. Operation and monitoring of automated access controls.
 - vii. Observation and monitoring of building and fire warning systems and HVAC system warning panels and controls.

- viii. Response by Security Officers to Security Incidents occurring on BPA owned property.
 - ix. Vehicle patrols of BPA Property and leased space, and interior and exterior foot patrols at designated locations.
 - x. Application of compliance-based security requirements, to include maintenance of records associated with compliance requirements.
 - xi. Application of GSA building regulations.
 - xii. Interface with Federal Protective Service (FPS) and other law enforcement or emergency responders.
- c. BPA Headquarters
- i. The BPA Headquarters is a General Services Administration (GSA), seven-story office structure with three levels of underground parking. The BPA Headquarters building (905 building) and the adjacent 911 federal building comprise the Portland, OR Eastside Federal Complex. The 905 building contains administrative offices for approximately 1,500 federal employees and contractors and is located at 905 NE 11th Avenue, Portland, Oregon
 - ii. BPA partners with the Federal Protective Service (FPS) on security strategies for the Eastside Federal Complex. The FPS is responsible for the protection and security of federal GSA owned property and leased property. In general, FPS operations focus on security and law enforcement activities reducing vulnerability to criminal and terrorist threats. FPS protection and security operations include all-hazards based risk assessments; emplacement of criminal and terrorist countermeasures; law enforcement response; assistance to federal agencies through Facility Security Committees; and emergency and safety education programs
 - iii. FPS contracts security guard services for federal building access control, employee and visitor identification checks, security equipment monitoring, and roving patrols of the interior and exterior of federal property. Through memorandum of agreement, BPA's Office of Security and Continuity of Operations manages and contracts security services for the BPA HQ and works in cooperation with FPS to ensure security for the BPA HQ and Eastside Federal Complex meets both Department of Energy and GSA/DHS building security requirements
- d. BPA Ross Complex
- i. The BPA Ross Complex is located at 5411 NE Highway 99 in Vancouver, Washington. The Ross Complex is situated on a 250 acre industrial complex consisting of 55 individual buildings with approximately 1,100 employees and Contractors assigned. Functions associated with buildings on the Ross Complex include high voltage electrical power distribution, administrative offices, electrical control and dispatching center, auditorium, laboratories, oil pumps, shipping and receiving, storage, scales, gas station, welding and cutting shop, microwave radio transmission equipment, hazardous waste storage, transformer repair, computers, flammables and herbicide storage, and solar power
- e. Eugene Starr Complex
- i. The Eugene Starr Complex, located near The Dalles, Oregon, consists of high voltage substations, equipment maintenance shops and other related support facilities on an 850 acre parcel of land approximately one mile south of The Dalles, Oregon
- f. BPA Park Place Leased Space
- i. The BPA Park Place office complex consists of one or more office buildings leased by BPA and other tenants in Vancouver, Washington. Office space leased by BPA at the Park Place office complex changes as office space needs change within the agency
- g. Munro Complex

- i. located in Mead, WA and consists of the Munro Dispatch Center, Munro Scheduling Center, Bell Electrical Substation, Spokane District Maintenance Headquarters and various office spaces located on 66 acres.
- h. BPA's security force is comprised of numerous posts including stationary access control, vehicle inspection, visitor processing, alarm monitoring, and foot and vehicle patrols. The number, hours, and specific duties of these posts and positions are described in sections related to the posting requirements for each site.
- i. BPA reserves the right to assess security post needs and requirements as the security environment, contingency operations, and security requirements change for the agency. In doing so, BPA may elect to add, eliminate, or modify security posts, post duties, or post hours by bilateral contract modification

2) SECURITY CLEARANCE REQUIREMENTS

- a. At a minimum, at least one security supervisor on duty per shift at HQ during core hours (0600-1800) and one security supervisor at the Ross Complex during all shifts shall have a DOE L (SECRET) security clearance or the L clearance in progress following the award of the contract. The Contractor will submit a list of security supervisors that will be submitted for clearance requirements through BPA Personnel Security within 30 calendar days of contract award. BPA will coordinate with the Contractor to submit security supervisor names to obtain DOE L clearances for a sufficient number of security supervisors to meet the above expected BPA need. The Contractor must notify BPA immediately upon discovery of circumstances impacting the security clearance held by a contractor's employee assigned to the BPA Security Services Contract.
- b. Prior to being issued a Department of Energy (DOE) identification badge, employees of the Contractor must accomplish the appropriate Personal Identity Verification (PIV) documentation required under HSPD-12. The PIV process will occur through the Personnel Security organization within BPA's Office of Security and Continuity of Operations (OSCO), who will supply the Contractor the necessary information and forms for this process. Employees of the Contractor must use the issued DOE ID badge for entry into BPA facilities. Proximity cards may also be programmed and issued to security officers for access to other electronically controlled areas.
- c. Documentation of security practices and procedures (pertaining to personnel clearances and the training and reporting they are required to do if they hold a facility clearance and manage cleared personnel)

3) DOCUMENTATION REQUIRED PRIOR TO AWARD

- a. Prior to award of this contract, the Contractor shall furnish to the Contracting Officer:
 - i. A Certificate of Authority from the Corporate Division of the Oregon State Department of Commerce
 - ii. A Certificate of Authority from the Washington State Department of Commerce
 - iii. A Certificate of Good Standing from the state in which the firm is incorporated.
 - iv. A facility security clearance from HQ, U.S. Department of Energy pursuant to Executive Order 12829 or equivalent DOD FCL determination.
 - v. The Contracting Officer (CO), or designee (COR), will review the credentials of applicants proposed by the Contractor and reject any employee that, in the opinion of the Government, is not suitable for this contract. Under these circumstances, an appeals process will be provided to the Contractor.

4) STANDARD OPERATING PROCEDURES

- a. The Contractor shall review, update and provide to the COR, updated Standard Operating Procedures (SOP's) by December 1, 2018 for the Contractor's operational and administrative use.

BPA will provide information pertaining to procedures and policy in order to assist the Contractor with SOP development.

b. Contents of SOP

i. The following are examples of SOP content. Specific sections required by BPA will be identified by OSCO, and proposed by the Contract Manager for BPA consideration:

- (a) Uniforms and standards of appearance.
- (b) Weapons and equipment issue, safety procedures, and accountability.
- (c) Functions and duties of the security officers.
- (d) Security officer authority.
- (e) Apprehension policies and procedures.
- (f) Response to bomb threats or suspected IED.
- (g) Response to intrusion alarms.
- (h) Response to unauthorized individuals.
- (i) Response to discovery of prohibited items.
- (j) Response to fire alarms and building evacuations.
- (k) Customer Service and Diversity Awareness Training.
- (l) Access control procedures, including visitors.
- (m) Response to robberies and other violent crimes.
- (n) Providing motorist assistance.
- (o) Providing escort services to employees.
- (p) Radio communications procedures.
- (q) Use of force.
- (r) Report writing.
- (s) Lost and found property.
- (t) Building/Gate Security Checks.
- (u) CCTV monitoring procedures.
- (v) Alarm monitoring/response procedures.
- (w) HQ parking procedures.
- (x) Current issued Post Orders, Access Restrictions (Security Alerts and Access Status Notifications), Operations Bulletins, Special Notices, etc.
- (y) Vehicle inspection techniques and practices for detecting bombs or other dangerous materials.
- (z) Personnel screening (use of x-ray, hand wands, etc.).

ii. SOP Distribution

- (a) The Contractor shall maintain current copies of applicable SOP's in hard copy at each stationary post and electronic copies in a central electronic file location available to all officers.

iii. SOP Training and Familiarization

- (a) Prior to assignment to any post for duty either for shift or relief, the Contractor shall provide each new employee training sufficient to ensure a general familiarization of all BPA Posts and SOP's. The Contractor shall provide post specific training sufficient to ensure officers are thoroughly trained, and knowledgeable of the post SOP's and duties associated with the post. Officers assigned to a post must be familiar with the duties of other posts having operational interdependencies. Training shall be documented in electronic and/or hardcopy format in individual Officer Training Records
- iv. SOP Review Requirements
 - (a) Unless otherwise directed by OSCO, the Contractor shall conduct quarterly reviews of officer knowledge and understanding of the SOP's for the post or posts which the officer is assigned. The reviews may be oral interviews, written exams, practical demonstration, or any combination of all three. The Contractor shall maintain records documenting reviews.
 - (b) Results of quarterly evaluations shall be provided to the COR through the use of a Limited Scope Performance Testing Database. These results may also be used to determine future training requirements.
- v. SOP Updates
 - (a) The Contractor shall conduct and document annual reviews of SOP's. The Contractor shall provide the COR with updates and changes to SOP's as they occur and must incorporate change recommendations or requirements directed by OSCO.

5) CERTIFICATIONS AND CREDENTIALS

a. Armed Security Officer Certifications and Credentials

- i. BPA's security program uses armed security officers. The Contractor shall fully comply with the Revised Code of Washington, Washington State Criminal Justice Training Commission regulations, and the Washington Administrative Codes regarding the licensing of Private Security companies and security officers. Additionally, the Contractor shall fully comply with Oregon Revised Statutes, Oregon Department of Public Safety Standards and Training and Oregon Administrative Rules. Each armed security officer assigned to Washington facilities shall be licensed as a Washington Armed Private Security Guard. Each armed security officer assigned to Oregon facilities shall be licensed as an Oregon Armed Private Security Officer. Authorized Guard 1 (unarmed officers) shall be licensed as unarmed security officers in the state that the officer is assigned. All officers shall be licensed in compliance with state law. Security officers may be dual-certified in order to support BPA deployments within BPA's service area. Security supervisors and security officers shall carry their state issued Security Officer licenses with them at all times while on duty. The Contractor shall assess DOE Protective Force requirements for feasibility of implementation when conducting self-assessments as identified in section 42 of this SOW.

b. Allowed Exceptions to Armed Security Officer Certifications and Credentials:

- i. Exceptions to BPA's contract requirement to use armed security officers involves temporarily allowing licensed unarmed security officers to occupy designated posts while the administrative process for armed security officer licensing is completed. Under these exceptions, the Contractor may use unarmed security officers only as specifically authorized and approved in advance by the COR or designated representative from BPA's OSCO. BPA expects officers employed using this exception will have completed all requirements for armed security officer licensing including successful completion of armed security officer training classes and qualification course of fire conducted and certified in compliance with state requirements prior to assignment to these posts. Officers must complete the appropriate training and demonstrate the knowledge, skills, and abilities to effectively conduct operations for the assigned post prior to post assignment. The following posts upon notification and approval of the COR may be posted under this exception with state licensed unarmed security officers for a period of no more than 45 calendar days unless otherwise approved by the CO/COR:
 - (a) HQ Post 6

- (b) HQ Post 9
- (c) Ross Post 1 day shift (Dittmer building West Entrance)
- (d) Ross Post 2 day shift (Ross Complex Construction Services Building)
- (e) Eugene Starr Complex Post 1, day shift only
- (f) Munro Post 1, Munro Alarm Monitoring Station (AMS)
- (g) Munro Post 2, Supervisor/Patrol (Day shift only) Supervisor will be posted on Munro Post 1 when an unarmed officer must be posted on Munro Post 2.

c. Transition (60 Calendar Days)

- i. Within 15 calendar days following contract award, the Contractor must develop a transition plan ensuring necessary staff, certifications, training, and continuity are maintained in accordance with this SOW in order to maintain effective security operations. The Contractor must submit the transition plan to the COR for review and approval no later than 20 calendar days following contract award. At a minimum the plan shall address:
 - ii. Staffing Levels
 - iii. Process for transitioning predecessor employees
 - iv. Recruitment of new employees
 - v. Strategy for providing post coverage during breaks and meal periods
 - vi. Strategy for transition of uniforms
 - vii. Supervisory plan implementation
 - viii. Roles of management and administrative personnel
 - ix. Communication methods and protocols
 - x. Inventory and equipment including weapons and ammunition
 - xi. Daily transition event calendar
 - xii. The Selected Contractor shall provide weekly transition status reports during the transition period to address the following items:
 - xiii. Staffing
 - xiv. Permits, Licenses, and Registrations
 - xv. Personnel clearances
 - xvi. Transition events/milestones
 - xvii. Equipment and uniform purchases
 - xviii. Emergency Radio Network agreement with regional emergency services communications agencies
 - xix. Transition Expectations at End of Contract
 - (a) At the beginning of the transition period to a follow-on contract, the Contractor shall provide personnel records, including but not limited to, training, medical, suitability and security records to the successor Contractor within 10 calendar days.

6) CONTRACTOR FURNISHED TRAINING

- a. The Contractor shall develop a Job Task Analysis (JTA) and identify general training needs as well as post-specific training needs in addition to State required Security Officer licensing requirements. JTA's and post certification processes shall be part of annual training which include processes specific to BPA Contract posts and shall be fully implemented within 90 calendar days of the award of

the contract. JTA information shall be used to develop annual post specific certification (Quality Control) and an Annual Training Plan, which the Contractor shall provide to the COR by October 1 of each year. The Contractor shall provide pre-employment training meeting all requirements listed under "Armed Certifications and Credentials" and "Pre-Employment Training" prior to assigning any officer a post. Post-Employment training is defined as State required annual Armed Security Officer certification training, proficiency training and annual post specific certification training conducted after initial employment. Post-employment training shall be conducted in accordance with section 16) of the SOW.

- b. Pre-employment and post-employment training shall be conducted and certified/documented at no additional cost to BPA. Training hours may be organized in any manner determined to be most efficient for the Contractor other than the training hour organization specifically mentioned in this Statement of Work for weapons or use of force. Training hours required for Weapons or use of force training shall not be shifted between officers.
- c. Pre-Employment Training
 - i. Certification of completion of pre-employment training and licensing requirements for new hire employees shall be furnished to the COR prior to the start of employee performance. This notification may be in the form of an official letter, memorandum, or e-mail to the COR. All officers must complete the following training prior to assignment on post:
 - (a) Oregon and/or Washington State licensing requirements, including successful completion of firearms qualification course(s) of fire meeting requirements of state in which licensed shall be conducted and certified by the Contractor prior to using post-employment and other training allotments.
 - ii. Orientation training and task performance demonstration certification regarding proper use and techniques for handcuff application as well as proper use and techniques for Aerosol Self Defense spray application at the full range of use of force levels. This training shall be performed by an instructor with credentials accepted by the state in which the officers will be certified, for less-than-lethal/use of force, or through other certification means approved by the COR (e.g. – master use of force instructor certification, etc.). At the option of the Contractor, orientation training for handcuffs and/or Aerosol Self Defense spray may be waived if a new-hire security officer can provide documentation of training for handcuffs and/or Aerosol Self Defense spray occurring within 6 months prior to hire related to a previously held security, military, or law enforcement position. Such documentation shall become a part of the security officer's training record for pre-employment training.
 - iii. 16 hours of training directed towards use of locally used X-Ray equipment for officers assigned to a post which includes use of an X-Ray machine unless they can show documentation of training on a similar model X-Ray system in the previous 6 months and familiarization training on the X-Ray system utilized at BPA. Officers assigned to positions requiring use of hand held / walk through magnetometers must complete 8 hours of initial training.
 - iv. Red Cross or equivalent certification for First Aid and CPR, to include use of automated external defibrillator (AED).
 - v. Prior to assigning a newly hired officer as the primary security officers at any post, newly hired officers shall complete sufficient training including familiarization of all site BPA Posts and SOP's prior to post assignment. The Contractor shall provide post specific training and certification to officers. Officers must complete training and demonstrate sufficient knowledge and understanding of applicable SOP's, and demonstrate capability of performing all duties associated with the post. Newly hired officer security post certification shall be completed within 30 calendar days of initial post assignment. Security officers must demonstrate familiarity, knowledge and understanding of the duties of other posts having operational interdependencies.
- d. Post-Employment Training and other Training Allotments
- e. Post-Employment License and Certification Refresher

- i. The Contractor shall provide refresher training to officers. Officers must maintain certification and qualification under requirements stated in section 16) of the SOW.
 - ii. American Red Cross or equivalent CPR, First Aid and AED training shall be conducted to maintain certifications meeting training frequency requirements by the credentialing organization.
 - iii. 8 hours of annual refresher training on locally used X-Ray equipment for each officer posted to use the machine and 8 hours annual refresher training on hand held / walkthrough magnetometers.
 - iv. Annual security post certifications for security officers shall be accomplished through a process developed by the Contractor and approved in advance by the COR. Officers must maintain certification and demonstrate knowledge, skills, and abilities to adequately perform in the posts assigned. Initial security post certifications shall be required for currently employed security officers assigned to perform duties at a new security post.
- f. Firearms Training (16 hours)
- i. The Contractor must provide and maintain training outlined in order to develop and maintain the firearms skills of officers. This 16-hour block of training shall not include pre-employment or remedial training for officers who fail to qualify per state requirements. For remedial training see "Remedial Firearms Training". To the extent possible, the Contractor shall incorporate applicable elements of established Department of Energy training for firearms.
 - ii. Frequency of Training
 - (a) Firearms training shall be conducted quarterly in four (4) hour blocks and documented on the contractor training plan provided to the COR. The Contractor may combine two quarters of firearms training, to be conducted in a single quarter to provide skills development for current licensed and qualified officers. To the greatest extent possible, firearms training must be conducted in regular intervals throughout the year in order to limit the degradation of firearms skills of Contractor personnel from year to year.
 - iii. Live Fire Range Training
 - (a) A comprehensive firearms safety briefing shall be provided to all officers prior to commencement of firearms training. All officers shall be required to meet the following minimum firearms proficiency qualifications and training requirements:
 - (b) Using the state or other course of fire approved in advance by the COR, qualify one additional time, approximately 6 months after state required licensing is completed. This can be in conjunction with quarterly live fire training. All qualifications and attempts must be documented and pass or fail and scores must be retained in an officer's permanent record made available to the COR upon request.
 - (c) All officers shall attend not less than four hours of live fire range training approximately quarterly (except as noted for combining two 4 hour blocks). One 4 hour block of training shall be in the form of Confrontation Simulation (ConSim) training, or other forms of training approved by the COR.
 - (d) The Contractor may combine up to two (2) quarterly training blocks for a total of 8 hours of training to be conducted within one quarter for officers who may need a more focused, longer block of training (see "Frequency of Training"). This allowance may be used one time per officer per year for officers needing such training. Upon request, the Contractor shall provide documentation to the COR of all officers who receive quarterly combined training.
 - (e) Training hours may not be transferred from one officer to another.
 - (f) Each quarterly block of firearms training shall have clearly defined goals and objectives. Each officer must demonstrate satisfactory understanding and ability to perform the objectives of the training. The Contractor shall maintain a record documenting the goals and objectives of each quarterly training session and provide these to the COR upon request. The COR shall

be notified of the results of all officers failing to demonstrate satisfactory skill levels with the elements of the provided training via email. During quarterly training periods the focus of training may be on one or more of the below listed elements or additional elements proposed by the Contractor and approved in advance by the COR.

- (g) Use of cover
- (h) Moving with a firearm
- (i) Shooting on the move
- (j) Low light shooting principles
- (k) Decision scenarios/confrontation-simulation
- (l) Remedial Firearms Training
- (m) Failing State Licensing Qualification Course of Fire
 - (i) If at any time an officer fails the required state licensing qualification course of fire, either for license renewal or in conjunction with the six month requirement noted in "Live Fire Range Training", BPA will consider the officer as not in compliance with the provision listed in the Statement of Work "Armed Certification and Credentials." The Contractor shall notify the COR as soon as practical when any officer fails a qualification course of fire. The Contractor shall have a period of 45 calendar days to conduct needed remedial training in order to bring the officer into compliance with this Statement of Work without additional cost to the Bonneville Power Administration. If the officer is not brought into compliance within the 45-day grace period, the officer will no longer be eligible for contract performance. The COR may extend the grace period if determined it is in the best interest of BPA.
- (n) Failing to Meet Quarterly Firearms Training Objectives
 - (i) Officers who fail to meet quarterly training objectives shall receive remedial training in order to meet those objectives.
- (o) Unsafe Firearms Handling
 - (i) Unsafe firearms handling, negligent discharge of weapon, or any other unsafe acts in conjunction with the handling, training or use of firearms shall be reported to the COR or other OSCO personnel within 1 hour or as soon as circumstances allow. Incidents, such as an accidental discharge, shall have a thorough inquiry accomplished by the Contract Manager in coordination with OSCO and the BPA Safety Office. A report of the inquiry, to include root cause, remedial actions, and any necessary remedial training shall be provided to the COR detailing corrective actions to be taken by the Contractor.
- (p) Defensive Tactics Training (8 Hours)
 - (i) Frequency and Scope of Training
 1. All officers shall attend 8 hours of defensive tactics training on an annual basis. The training shall consist of the following elements unless otherwise approved in advance by the COR.
 2. Handcuffing.
 3. Aerosol Self Defense spray refresher
 4. Take down and apprehension techniques to include Use of Force continuum scenarios.
 5. Verbal Crisis Intervention (verbal commands for taking suspects into custody).
 6. Weapons retention.
 7. Officer safety and survival.

- (q) Other periodic training may include, but is not limited to the following:
 - (i) Vehicle inspection techniques, DOE or equivalent.
 - (ii) OSCO subject briefings as needed.
 - (iii) Re-familiarization with applicable emergency and alarm response procedures.
 - (iv) Report writing.
 - (v) Post documentation familiarization.
 - (vi) NERC CIP requirements and/or procedures.
 - (r) Other Security Officer procedures.
 - (i) Individual training classes conducted by the Contractor shall include the development of a training plan. Class training plans shall be maintained by the Contractor and made available to the COR upon request. Upon award of the contract, the class training plan format template shall be provided to the COR for approval. A class training plan shall include the following information (or other information approved by the COR):
 - (ii) Training purpose, scope, and objective.
 - (iii) Training methodology.
 - (iv) Training resource needs, to include identified instructors.
 - (v) Training schedule.
 - (vi) Training curriculum.
 - (vii) Training evaluation criteria.
 - (viii) After actions report (AAR) upon completion of training. The AAR shall be used to evaluate the success of the training and identify follow-up actions needed.
- g. On the Job Training/ Career Development
- i. On The Job Training (OJT)
 - (a) The Contractor shall furnish annual OJT to officers. Officers must demonstrate sufficient understanding, knowledge and capability to perform post duties. This training must address specific needs for conducting various day to day activities associated with post duties. OJT must be relevant to successful accomplishment of the BPA security mission. OJT must be conducted at no additional cost to BPA. BPA may request some types of OJT performed in addition to scheduled duty hours which may be considered "additional security services." BPA shall determine which types of OJT are "additional security services". The Contractor must maintain a record and roster of officers completing OJT. The Contractor must provide a certification statement of OJT annually to the COR. OJT shall include a review of the Contractor's firearms safety training program, DOE Vehicle Inspection Procedures, and may include, but is not limited to, the following:
 - (b) Post documentation review.
 - (c) Additional vehicle inspection techniques.
 - (d) X-ray and magnetometer techniques.
 - (e) Information bulletins, instructions, post operations, Operations Bulletins, etc.
 - (f) Safety information.
 - (g) Supervisory/Management one-on-one training.
 - (h) Security Officer procedures/ post procedures.
 - (i) Emergency procedures.

- (j) Hazardous materials.
- h. Contractor Required Training and Briefings
 - i. The Contractor may require individual employees to attend briefings, meetings, training or seminars relating to the specific conditions of employment under which officers are employed with the Contractor. These may include information pertaining to employee performance appraisals, employee benefits, Contractor policy, compensation policy, and other issues arising from time to time. To the extent practical these may be accomplished while the employee is posted on duty. However, the Contractor will exercise due diligence with respect to contractual position requirements to ensure all posts are filled with a security officer at all times.

7) CONTRACT EMPLOYEE REQUIREMENTS

- a. Officers must meet or exceed the following minimum criteria prior to post assignment:
 - i. Must be U.S. citizens.
 - ii. Must be at least 21 years of age to meet Oregon and/or Washington State Security Officer licensing requirements.
 - iii. Must possess a high school education or equivalency certificate.
 - iv. Shall be physically able to perform all assigned armed security officer duties, functions, and activities. Employees performing in security officer positions shall have the ability to do the following: stand on post for long periods of time (e.g. - an 12-hour shift with applicable breaks required by law); able to work outdoors during inclement weather or other conditions; able to walk uneven terrain during foot patrols; be able to legally and safely operate a motor vehicle; be able to lift up to 40 lbs. without assistance; able to be certified to perform cardiopulmonary resuscitation (CPR) and use an automated external defibrillator (AED); able to successfully pass firearms qualification and certification without physical assistance, including kneeling and other firing positions.
 - v. The Contractor shall provide each newly hired officer a physical examination at no additional cost to the Government or the employee prior post assignment, and every two years after initial hire. Officers must be cleared as physically able mentally and medically fit to perform their respective duties. The Contractor shall provide a list of current employee's the date of their last physical examination upon request by the COR.
 - vi. The Contractor shall maintain a drug-free workplace program. In addition, the Contractor's program shall include at a minimum, processes for the initial drug screening of new-hire employees and random screening for employees. Drug screening shall be a 5-panel drug test regimen. The Contractor must perform drug screenings upon written request by BPA. The Contractor shall provide initial (for clearance purposes) and random drug screening of the employee through their own established testing facility federally qualified to conduct drug screening. An electronic and/or hard copy of the test result shall be made available to the COR, or other authorized official determined by the COR or CO, upon request and, if necessary, forwarded to DOE for record of compliance.
 - vii. All employees shall speak English and be literate in English to the extent of reading and understanding printed regulations, detailed written orders, training instructions and materials, and shall be able to compose reports which convey complete information in English. Security officers shall be able to understand and perform basic computer keyboard operations relative to the operation of word processing and e-mail software (e.g. - MS Word and MS Outlook) and the cardkey access systems used by BPA (currently ProWatch).
 - viii. While on duty, security officers shall not supervise or attend to any other contract or duties not directly related to the performance of this contract without the advance written consent and approval of the CO and Chief Security and Continuity Officer. Contractor employees shall not be current government employees.
- b. Employee Background Checks

- i. Personnel will undergo HSPD-12 personal identity verification and background checks by BPA. Persons not meeting adequate security background requirements as determined by BPA will not be permitted to perform on BPA property.
- ii. Security officers must meet state criminal background check requirements for armed guard licensing in the state in which they are working.
- iii. Personnel must directly support North American Electrical Reliability Corporation Critical Infrastructure Protection (NERC CIP) standards (Standard CIP 006, Cyber Security – Physical Security of Critical Cyber Assets) and must undergo personnel risk assessments which BPA will conduct a minimum of every 7 years as outlined in requirements established in Standard CIP 004, Cyber Security – Personnel & Training.
- iv. Department of Energy, BPA Office of Security and Continuity of Operations, Contracting Officer or COR will periodically request information from officers holding L clearances to initiate and maintain security clearances of officers requiring such and performing duties on the BPA Security Services Contract. Any actions on the following process could occur:
 - (a) PERSEC receives information from PHYSEC COR for guard force that a clearance is needed for a Guard
 - (b) PERSEC will pre-fill out forms for signatures:
 - (i) OF 306 – Declaration for Federal Employment
 - (ii) DOE F 5631.18 – Security Acknowledgement
 - 1. Need updated Resume
 - (c) PERSEC will send forms to Guard for signatures, Guard to include updated Resume, and return all to PERSEC
 - (d) During this time the Guard need to go for drug test – send results to PERSEC
 - (e) PERSEC will send forward to DOE/HQ all forms and drug test
 - (f) DOE/HQ will review paperwork
 - (g) DOE/HQ will send Guard an email to fill out e-QIP (Electronic Questionnaires for Investigations Processing)
 - (h) Guard to follow instructions from DOE/HQ to complete e-QIP
 - (i) Once e-QIP is returned to DOE/HQ the investigation process starts
 - (j) Guard will be contacted by OPM Investigator for background interview and possibly people listed on e-QIP
 - (k) This process could take up to a year
 - (l) Once investigation is complete PERSEC will receive information from DOE/HQ that Guard is cleared or not
 - (m) If cleared
 - (i) Guard will be requested to complete a WBT- Comprehensive Briefing for Cleared Employees
 - (ii) Guard to send certificate from WBT to PERSEC
 - (iii) PERSEC will order new DOE Security Badge w/clearance level on it
 - (iv) PERSEC will fill out a SF-312 (Classified Information Nondisclosure Agreement
 - (v) PERSEC will set up time w/Guard to review and sign SF-312
 - (vi) Guard will set up a Card Pick-up appointment when new DOE Security Badge is checked in and Guard is notified

8) DUTIES OF THE CONTRACTOR

a. General

- i. The Contractor shall provide a highly qualified, professional security force. The Contractor shall take immediate action to correct officer performance, discipline and deficiency issues. The Contractor shall immediately report any termination of contract personnel via email to the COR and the Revoke email group. If a termination is known or projected in advance, the COR shall be notified as soon as the Contractor is aware of the employee termination so the COR may take necessary, timely administrative actions.

b. Contractor Duties

- i. The Contractor shall protect lives and shall, within the limits of security officer authority, deter unauthorized use, loss, theft, trespass, espionage or sabotage of government property, material, and equipment, and Non-Government property and equipment located at BPA Facilities.
- ii. The Contractor shall have a well-developed continuity plan that will address the agency's needs for adequate security coverage in the event of a disaster. This continuity plan will be coordinated through the BPA OSCO COR and Continuity Office.
- iii. The Contractor shall implement all regulatory or compliance-based requirements such as BPA policies and directives, GSA and FPS building policies and practices, procedures associated with NERC CIP and DOE, or other requirements as directed by BPA.
- iv. The Contractor shall conduct access control according to current BPA policy, GSA building policy, CFR's, under direction from BPA's OSCO.
- v. The Contractor shall monitor facilities to which assigned, for fires, explosions, and other catastrophes by close observation of buildings, machinery, vehicles, electrical equipment, and personnel to identify unsafe or potentially unsafe conditions, or activities. The Contractor shall monitor facilities for the commission of thefts, assaults, robberies, or other violent crimes and report the same to Law Enforcement and OSCO personnel in accordance with developed procedures.
- vi. In the event of a fire, the Contractor shall monitor phone calls and radio transmissions, provide directional assistance to responding emergency service providers and if needed, provide traffic control/cordon control at the location of the fire and follow procedures associated with such a response.
- vii. The Contractor shall report all security incidents to OSCO and when occurring at BPA HQ building 905 to the FPS. The Contractor shall use the BPA standardized security incident report form (Form 5632.01e) for the submission of electronic security incident reports and shall use applicable forms supplied by FPS when necessary, unless otherwise directed by OSCO.
- viii. The Contractor shall patrol designated areas according to post duties as described.
- ix. Designated Shifts" identified in the SOW are general guidelines and may be adjusted with advance approval from the COR. The Contractor shall establish shift change procedures accommodating the ingress and egress of employees and other activities in such a manner ensuring posts remain covered. The Contractor shall also be responsible for accommodating administrative needs such as arming and disarming times for officers.
- x. The Contractor shall enforce BPA policies as described, and in a manner as required by the described post duties in this SOW, or as otherwise directed by OSCO.
- xi. The Contractor shall investigate security breaches and incidents occurring, at the direction of OSCO. Security incidents involving criminal activity, threats, violence, property damage, or any other serious or suspicious activity shall be reported to OSCO, Local Law Enforcement and FPS (when appropriate) as soon as it is safe and practical to do so. This includes notifications as needed to OSCO after hours through the designated Duty Officer. Security officer actions shall be conducted in accordance with appropriate laws and in conjunction with established BPA policies.
- xii. The Contractor shall provide employee escort services as directed by OSCO, the Contract Manager, or the security supervisor when employee safety issues arise or other circumstances exist warranting this type of assistance.
- xiii. The Contractor shall develop and maintain recall rosters to facilitate the contact of key management personnel and the recall of security personnel to duty in sufficient numbers to meet emergency situations arising at BPA facilities. Recall rosters shall be maintained in accordance with the Privacy Act of 1974. Recall rosters shall be protected in accordance with BPA Information Protection Program standards, including proper marking, control, and storage of such documents. Recall rosters shall be submitted to the COR prior to the start date of contract services and be shall be updated by the Contractor and submitted to the COR on a monthly basis.

- xiv. The Contractor shall provide additional security personnel to provide security services for special events or emergency situations as needed and requested by BPA. These additional security services are not included as part of the inactive posts outlined in this SOW that may be activated during an increased threat level. Additional security services needed in each instance shall be for a minimum of 2 hours. To the extent possible, OSCO will provide advance notification via e-mail and/or phone call to the Contract Manager of any request for additional security services. OSCO shall provide the Contractor with specific security officer duties for each instance.
- xv. The Contractor shall supply an organization chart to the CO and COR as part of the transition plan. It will include the names of company officers, supervisors, managers, and other key organizational personnel assigned to the BPA contract with their business contact information. As changes in staffing occur, the Contractor shall provide updated organization charts to BPA.
- xvi. Security officers and security supervisors shall not be on duty for more than 12 consecutive hours or in excess of 60 hours per week unless approved in advance by the COR. The Contractor must allow for sufficient personnel rest between periods of work.
- xvii. The Contractor shall comply with all BPA policies to include Harassment Free Workplace and Standards of Conduct. BPA will provide these policies at the post-award orientation. The Contractor shall distribute to all officers. In addition, annual training required by BPA of all contract employees shall be conducted. Training must be approved in advance by the COR at no additional cost to the Government.
- xviii. The Contractor shall manage all training processes and requirements in accordance with this SOW.
- xix. The Contractor shall maintain training documentation sufficient to demonstrate officers have met all requirements for licensing, training, and annual security post certification. These records shall reflect the specific nature, scope and detail of on-post training and certification. Training records shall be made available to the COR upon request.
- xx. The Contractor shall develop and maintain hardcopy post books containing operational information, including but not limited to:
 - (a) Portions of the Statement of Work applicable to the post.
 - (b) General Orders as outlined in the Statement of Work.
 - (c) Post-applicable Standard Operating Procedures (SOP's), applicable CFR information, and other emergency plans applicable to the post.
 - (d) Short term briefing information, alerts, orders etc.
 - (e) Emergency call out lists (maintained under Privacy Act of 1974 and protected under BPA Information Protection Program standards).
 - (f) When available, BPA provided maps and building schematics.
 - (g) When available, operating instructions to include, but not limited to physical access control systems (PACs), card key readers, fire alarm panels, fire suppression systems, intrusion alarm systems, mechanical enunciator panels, and CCTV systems, and other operational equipment.
 - (h) The Contractor shall conduct and document alarm system checks as directed by OSCO. Completed documentation shall be submitted to OSCO.
 - (i) The Contractor shall safeguard information identified as sensitive, to include Official Use Only (OUO), Critical Information (CI), or Personally Identifiable Information (PII) in accordance with established BPA Information Protection Program standards.
 - (j) The Contractor shall assist OSCO with evaluating the applicability of Protective Force requirements contained within applicable DOE Manuals that may be integrated into BPA's security program.

(k) The Contractor shall have a retention plan to maintain a low turn-over rate of employees.

9) WEAPONS REQUIREMENTS

a. Weapons and Ammunition

- i. Unless otherwise approved in advance by the COR, the duty weapon shall be a semi-automatic pistol, of at least 9mm caliber with one loaded 15-round magazine. Armed security officers shall carry one additional 15-round magazine when on duty, unless otherwise approved by the COR. The pistol and ammunition selected must meet local, state or federal law enforcement specifications for performance.
- ii. The Contractor shall provide duty weapons as indicated above in a quantity to arm all officers on duty. A suitable quantity of spare weapons must be available in the event of breakage or emergency and to enable the arming of posts identified in this SOW as being not currently activated. A sufficient number of weapons must be kept readily available to provide four (4) officers weapons and ammunition in support of deployments to BPA field locations.
- iii. Sufficient magazines shall be readily available for duty issue, training purposes, breakage and emergency.
- iv. Ammunition shall be kept in sufficient quantities for duty issue, and shall be replaced no less than annually or due to identified risk of defect at no additional cost to BPA.
- v. Duty ammunition shall meet the same standards used by law enforcement agencies. (For Example: Federal Protective Service, Portland Police Bureau, or Multnomah County Sheriff's Office.)
- vi. Duty ammunition shall be rotated to range ammunition at least annually, requiring new ammunition to be supplied by the Contractor for duty use at no additional cost to BPA.
- vii. Holsters shall be at a minimum a level 3 retention holster, similar to what LE is currently using, requiring two separate actions to release retentions and draw the weapon. example: an SSL sleeve or thumb break combined with a rocking motion.
- viii. All modifications and alterations to firearms require advance approval of the COR. All modifications shall be performed by factory certified or DOE certified armorers.
- ix. All weapons shall be maintained in clean and serviceable condition.
- x. Weapons shall be inspected at least annually by a factory certified or DOE certified armorer. Weapons inspections shall be documented and an electronic copy of the documentation forwarded to the COR.
- xi. Firearms shall be returned to the shift supervisor or a designated Weapons Safety Officer (WSO) at the end of each tour of duty. Prior to storing or re-issue of the firearm, the shift supervisor/WSO shall assess operational condition of the firearm by clearing the weapon, checking ammunition in magazines.
- xii. All weapons and ammunition shall be stored and locked in suitable lockers provided by the Contractor and approved in advance by the COR.
- xiii. The Contractor shall develop and implement an accountability process for weapons, ammunition, and other equipment such as, but not limited to, less than lethal weapons, radios, other operational equipment, etc.

b. Firearms Policy Requirements

- i. The Contractor shall develop and submit for approval to the COR a program plan for firearms safety, specific to the use of firearms in the performance of the contract. This shall be provided by the Contractor as part of the transition plan. Once approved, modifications to firearms safety requirements must be approved in advance by the COR.

- ii. The firearms safety program shall be approved in advance by the COR and shall address, as a minimum, the following:
 - (a) A statement of policy and procedural outline relating to the safe use of firearms.
 - (b) Procedures for the arming and disarming of officers for duty/relief of duty. This shall include loading and unloading supervision of duty weapons by trained Weapons Safety Officers (WSO's).
 - (c) Procedures for inventory, accountability, and control of firearms by shift, as well as firearms maintenance and inspection, including a schedule denoting the frequency of these activities.
 - (d) Procedures for rotation/replacement/disposition of unserviceable weapons.
 - (e) Procedures for ammunition accountability, storage, rotation, disposal, and inspection.
 - (f) Policy for reporting accidents, incidents, unsafe conditions, and negligent discharges.
 - (g) Policy for correcting and preventing accidents, incidents, unsafe conditions, and negligent discharges.
 - (h) Policy for evaluating an officer's mental readiness to return to work following a use of force incident involving a weapon. A licensed Mental Health official must perform an evaluation of the officer's readiness before returning to work.
 - (i) Firearm safety briefing form completed by each officer during each live fire range training session. These forms (electronic or hardcopy) must be available for review by the COR upon request.
 - (j) The Contractor shall assign a professionally qualified individual responsible for conducting self-assessments of the Firearms Safety Program on an ongoing basis. Assessments shall be conducted at least annually. The results of these assessments shall be documented on a standardized Contractor supplied form listing date and time of assessment. Any findings shall be documented and shall be submitted to the COR electronically. The Contractor shall immediately correct any unsafe conditions discovered involving firearms safety. Firearms Safety Program violations, and a mitigation plan must be immediately brought to the attention of the COR. Assessment documents must be made available to the COR upon request.
- iii. Firearms Instructors / Armorers
 - (a) Firearms instructors may be security officers, Law Enforcement Instructors, supervisors or Contractor provided instructors designated by the Contractor to conduct firearms training. Firearms instructors shall be certified by the state for which officers are being trained or instructed. Guest or adjunct instructors may be used with advance approval of the COR.
 - (b) Armorers may be security officers, supervisors, or Contractor provided armorers designated by the Contractor to perform these duties. Armorers shall have completed factory training or DOE certification to inspect, modify, or repair firearms being used on the contract. The Contractor shall submit electronically to the COR the armorers' qualifications.
- iv. Administrative Handling of Weapons
 - (a) General
 - (i) All administrative firearms handling shall be performed in a manner consistent with safe and accepted practices. Firearms shall be treated as if they were loaded at all times. Weapons shall be confirmed as unloaded in accordance with established procedures.
 - (b) Loading and Unloading Weapons
 - (i) Procedures for the loading and unloading of firearms shall be developed by the Contractor and approved by the COR as part of the weapons safety program. Changes to procedures shall be submitted for approval by the COR prior to implementation. Arming

and disarming procedures shall be posted in plain sight at each designated arming station.

(c) Less Than Lethal Weapons/Equipment

- (i) Aerosol Self Defense Spray – All security officers shall carry Aerosol Self Defense spray in an approved holder located on their duty belt while on duty.
- (ii) Handcuffs – All security officers shall carry a minimum of one set of handcuffs in an approved handcuff case located on their duty belt while on duty.
- (iii) The Contractor shall provide and maintain sufficient quantities of these devices as readily available to all security posts.
- (iv) New security officers shall receive appropriate orientation training and task performance training on the proper use of applicable less than lethal devices prior to assuming any security post.

10) COMPANY REPRESENTATIVES AND SUPERVISION

a. Qualifications of key personnel:

- i. The Contractor shall identify, by name, key management, supervisory, and instructor personnel. Unless otherwise approved by the CO and COR, requisite qualifications are as follows:
 - (a) Management/Contract Manager – Shall have a minimum of four (4) years' experience in the management of security services contracts.
 - (b) Supervisors – Shall have a background and experience including a minimum of four (4) years associated with a security, military police, or law enforcement career. Refer to section 21) Company Representative, Para. c) of this SOW for further requirements.
 - (c) Instructor – Shall have professional credentials consistent with performing in the capacity of an instructor. Credentials include state certification or accreditation, Department of Energy certification, or other certification, approved by the CO and COR. Additionally, instructors shall have a minimum of four (4) years experience in a security, military, or law enforcement career.

ii. Company Representative

- (a) The Contractor shall provide a Contract Manager. The Contract Manager shall be dedicated solely to the performance of this contract and will not be assigned to any other contracts. The Contract Manager may appoint a supervisor to act in place of the Contract Manager as needed for temporary absences. OSCO will retain final oversight and decision-making authority over security operations.
- (b) The Contract Manager shall assist OSCO with the development of security procedures and policy.
- (c) The Contract Manager shall maintain proper discipline, appearance, conduct, professional bearing and demeanor of all officers and supervisors.
- (d) The Contractor shall provide supervision focused on the day-to-day contract performance of officers. Supervision shall also be the direct liaison to the Contract Manager and OSCO for security operations. Supervisors shall assist with training (post certification, OJT, etc.) as necessary
- (e) The Contractor shall provide one twenty-four hour per day, seven day per week supervisor at the Ross Complex and supervisors assigned to BPA HQ, Celilo and the Munro Complex for 12 hours per day, Monday through Friday (except holidays). The supervisors shall be responsible for supervising officers performing duties at the various locations at specified times as noted in "Designated Coverage."

- (f) Supervisors shall be certified as a supervisor by the state in which supervisory work is to be performed if required. Supervisors will have demonstrated the knowledge, skills, and abilities necessary to successfully perform the duties of the Security Supervisor position including, but not limited to, the following:
- (g) Resolution of security related issues.
- (h) Management of dynamic, evolving emergency or security incidents.
- (i) Liaison with law enforcement agencies, client personnel, and other customers.
- (j) Coordinating and ensuring training completion of officers assigned.
- (k) Outside the hours outlined for a designated security supervisor the security supervisor from the Ross Complex will perform this function for the Headquarters. Duties of the Ross Complex security supervisor are outlined in the Statement of Work.
- (l) Shift supervisors may relieve security posts for designated break periods only when there are no other alternatives (e.g. - patrol, etc.) available.
- (m) The supervisor shall inspect all assigned officers/posts at least once per shift. Each officer/post inspection shall be entered in the Security Officer Report (SOR) and initialed by the inspecting supervisor. SOR's shall be made available electronically to the COR upon request.
- (n) If a Security Officer is not available to be posted at the beginning of a shift the Contractor Supervisor shall call the Physical Security Duty Officer, OSCO personnel or COR and provide the expected timeline and plan to restore coverage of the post.
- (o) Alternate shift supervisors shall serve in the absence of a designated Shift Supervisor. The alternate shift supervisor must meet the criteria stipulated for "Supervisor."

11) SECURITY SUPERVISOR PROCEDURES AND DUTIES

a. General Description

- i. The supervisor is responsible for ensuring completion of security officer training and proper management and maintenance of all security posts listed in this SOW. Supervisors shall not supervise any security posts associated with other contracts. Shift Supervisor's shall be armed.
- ii. Designated Coverage
 - (a) Ross Complex
 - (i) All Shifts 24 hours a day, 7 days a week unless otherwise approved by the COR, one supervisor shall be on duty and responsible.
 - (ii) Ross Supervisor Supervision of Portland Headquarters
 - 1. Monday through Friday from 1800 – 0600, Weekends and Holidays provide supervisory duties.
 - (iii) Portland Headquarters
 - 1. Monday through Friday, except holidays, from 0600 – 1800 hours, unless otherwise approved by the COR, one supervisor shall be assigned to and responsible for Portland Headquarters.
 - (iv) Celilo Complex
 - 1. Monday through Friday, except holidays, from 0800 – 1600 hours, unless otherwise approved by the COR, one supervisor shall be assigned to and responsible for the Celilo Complex.
 - (v) Munro Complex

1. Monday through Friday, except holidays, from 0600 – 1800 hours, unless otherwise approved by the COR, one supervisor shall be assigned to and responsible for the Munro Complex.

b. Supervisor Duties

- i. Supervisors shall not have other responsibilities not related to this contract. Supervisors shall be responsible for the following:
 - (a) Providing a formal briefing for security officers at the beginning of each shift. This shall include, but is not limited to, pertinent pass-down information, security alerts, or termination advisories.
 - (b) Ensuring posts remain staffed as required. Provide suitable replacements to staffing as needed.
 - (c) Notifying the Contract Manager and OSCO if the Contractor is unable to provide coverage for a post.
 - (d) Providing back-up assistance to security officers as needed. If additional assistance is needed, the supervisor shall immediately ensure Federal Protective Service (FPS) or local law enforcement, and OSCO, is notified as appropriate.
 - (e) Ensuring familiarity with the duties and responsibilities of the posts under their supervision.
 - (f) Ensuring post books at each post are kept current and all officers are knowledgeable regarding information contained in the post book.
 - (g) Conducting tests of security system equipment, in accordance with written plans and SOP's. A written report of the results of testing shall be provided to OSCO electronically.
 - (h) Ensuring completion of Annual Post Certification Tests, Limited Scope Performance Tests (LSPT's), Alarm Response and Performance Tests (ARAPT's), and other security exercises as indicated in established plans and SOP's. This includes coordination with the Contract Manager and OSCO, if necessary, as well as documenting, maintaining, and tracking written evaluations associated with these performance tests, identifying and making any needed corrective actions.
 - (i) Gathering, reviewing, and submitting security incident reports and forms prepared during the shift. The submission of reports and forms shall be coordinated with the Contract Manager and COR. Forms/reports shall be filed electronically in appropriate folders on BPA networks and as directed by OSCO personnel.
 - (j) Reviewing documentation maintained by posts. Ensuring documentation is maintained and submitted in accordance with directives established by OSCO. This includes, but is not limited to Security Desk Blotters, applicable visitor documents and logs, NERC CIP compliance documentation and records.
 - (k) Coordinating with the Contract Manager to provide verbal briefings to the COR, other OSCO staff, or the Chief Security Officer regarding significant security-related events as needed.
 - (l) Ensuring timely notification is made to the relevant Facilities Management office concerning buildings and/or grounds-related issues
 - (m) Ensuring notification is made to the Contract Manager and OSCO Physical Security Duty Officer, if necessary, regarding security incidents occurring after normal duty hours as soon as safely possible.
 - (n) Conducting an inspection of each security officer prior to posting. This inspection shall include at the minimum:
 - (i) Ensuring personal appearance of security officers is acceptable in accordance with established policies. Ensuring each security officer is properly licensed and equipped with

the necessary inclement or warm weather garments. Ensuring all officers on duty possess a valid DOE/BPA identification badge for display.

- (ii) Ensuring each officer is fit for duty. The Supervisor shall not allow any security officer to stand post if he or she appears to be under the influence of alcohol, drugs, medication, or other intoxicants. The supervisor shall not allow any security officer to stand post without sufficient rest.
- (iii) Providing a shift briefing regarding any relevant issues brought forward from previous shifts, such as post orders, special notices, access restrictions, etc.

12) GENERAL SECURITY OFFICER CONDUCT (General Orders, Section I)

- a. All security officers shall be held to the highest standards of professional conduct, appearance, and performance. BPA does not grant or authorize any use of force or exercise of authority not permitted under the state laws governing the actions of security officers. This section is applicable to post descriptions as noted and shall be included with each post book.
- b. Use of Force
 - i. Security personnel shall, at all times, attempt to perform their duties with the minimum force necessary. Applicable laws regarding the use of force shall be observed at all times.
- c. Literature
 - i. Only authorized reading material approved by the COR or OSCO may be read on post. Newspapers, magazines, novels, or other personal reading material, both hardcopy and electronic in nature, are not authorized.
- d. Personal Audio/Video Equipment and Personal Cell Phones
 - i. Personal audio players, video players, and televisions are not authorized for use at any post. Personal cell phones shall be limited to emergencies and necessary family communications while on post, during the performance of an officer's or supervisor's duties. Changes in the use of these types of equipment must be approved in advance by the Contract Manager and COR. The authorized use of any personal equipment shall not interfere with the operation or professional appearance of the post.
- e. Appearance
 - i. Security officers shall present a professional appearance at all times with the uniform clean and pressed.
- f. Socializing
 - i. While on post, security officers will maintain a professional and polite demeanor, and shall not become engaged in lengthy, protracted or disruptive conversations with visitors, employees, guests, or other officers. If a guest, visitor or employee becomes distracting, the supervisor shall be notified and the supervisor shall notify the Contract Manager and OSCO.
- g. Emergency
 - i. Security officers at all posts shall take immediate action such as calling local law enforcement (to include FPS when appropriate), fire department, and OSCO for assistance when a situation is discovered presenting an immediate danger to life and/or property. Threatening individuals, confirmed building intrusions, fire, broken water/oil lines are some examples. Other non-emergency matters are to be referred to the Contract Manager and OSCO for assistance.
- h. Observance / Situational Awareness
 - i. All supervisors and security officers shall maintain a high level of situational awareness and be observant for any suspicious activity. When feasible, officers shall attempt to identify suspicious personnel and observe and report any information that reasonably can be obtained such as:
 - (a) Name, address, or any other identifying information

- (b) Physical description
- (c) Vehicle description
- (d) Vehicle license number
- (e) Direction of travel
- (f) Statements made by suspects or individuals
- (g) Other information useful in an investigation
- i. Demeanor
 - i. All security officers shall maintain a polite and friendly demeanor while on post. Officers are authorized to use a command voice or assert officer presence in order to carry out their duties when necessary. Officers shall not engage in disruptive or malicious conversations or behavior while on duty.
- j. Arrests or restraints
 - i. Arrests and restraints shall be applied according to the laws of the state in which the incident occurs. Security Officers shall not sign civil or criminal complaints on behalf of BPA.
- k. Officer Safety
 - i. Security officers shall exercise caution at all times and under all circumstances. The primary function of security officers is to observe and report incidents and suspicious activity. Officers shall take appropriate actions as necessary, in accordance with the appropriate laws, to maintain the safety and security of client personnel and property. Officers shall seek assistance from other security officers, FPS when appropriate, local law enforcement, and OSCO when needed.
- l. Security Officer Reports
 - i. All security officers shall maintain a Security Officer Report (SOR) of activities during their assigned shift. This report shall be specific regarding times actions were taken and inspections conducted. The time and name of the supervisor making the supervisory inspection shall be recorded in this report. The report shall be submitted to OSCO at the start of the next regular work day for review, unless otherwise directed by the COR. Written reports are not for general reading and are to be kept secure at all times. For designated posts, the Security Desk Blotter shall be used in place of the SOR. Significant activities performed by the Security Supervisor shall be entered on the appropriate Desk Blotter. Supervisors relieving officers for breaks or other reasons shall make annotations on the relieved officer's SOR.
- m. Communication
 - i. Contractor-issued cellular phones and BPA landlines may be used as secondary means of communication when primary means of communication are not available.

13) DELIVERABLES AND PERFORMANCE

- a. Article I, Table 1
- b. Listing By Appearance In Statement Of Work

<i>Due Date</i>	<i>Subject</i>	<i>Destination</i>	<i>Other Information</i>
At Award	Weapons Storage Approval	COR	
At Award	Certificate of Authority	COR/CO	
At Award	Personnel Secret Security Clearance Initiated	Personnel Security	
At Award	Certificate of Good Standing	COR/CO	Executive Order 12829
At Award	DOE Facility Security Clearance	COR/CO	SF328

<i>Due Date</i>	<i>Subject</i>	<i>Destination</i>	<i>Other Information</i>
90 Days after start of Contract	SOPs	COR	
Quarterly	Officer Evaluation of SOP	COR	At the end of each Fiscal Year Quarter
As Updated or Annually whichever is first	Updates to SOP	COR	
At Award/Annually	Annual Training Plan	COR	
Prior to Post Assignment Provide documentation upon Request	Certification of Pre-Employment Training	COR	
Conduct as Required/Provide Documentation Upon Request	Post-Employment Licensing and Certification Refresher	COR	
Upon Request	Documentation of Qualification Attempts	COR	
As Required	Combined Quarterly Training	COR	
Upon Request	Training Goals and Objectives	COR	
Upon Completion	Results of Quarterly Training	COR	
As Required	Notification of Failure to Qualify	COR	
As Soon As Safely Possible	Report of Unsafe Act	COR	
As Required	Remedial Action Plan for Preventing Future Unsafe Acts	COR	
At Award	Class Training Format	COR	
Upon Request	Class Training Plan	COR	
Upon Request	OJT Report	COR	
Upon Request	Documentation of Medical Exam	COR	
Upon Assignment	Documentation of Criminal History Check	COR	Letter Signifying Acceptable Criminal History Check
As Required	Email Notification of Employee Terminations	COR	Email to COR email box
As Required	Security Incident Reports	OSCO/FPS	
At Award of Contract and updated as Changes Occur	Company Key Personnel and Officer Recall	COR	
Prior to Award of Contract	Organizational Chart	COR/CO	
Upon Request	Training Records	COR	
Upon Request	Post Books	COR	
As Required	Security Alarm Checks	COR/Security System Administrator	
As Required	Firearms Modification Approval	COR	

<i>Due Date</i>	<i>Subject</i>	<i>Destination</i>	<i>Other Information</i>
Upon Request	Weapons Inspection Documentation	COR	
Upon Request	Weapons/Ammunition/Equipment accountability documentation	COR	
At Award of Contract	Firearms Safety Program	COR	
Annual on date of Contract Award	Firearms Safety Program Assessments	COR	
Upon Request	Firearms Safety Briefing	COR	
As Required	Guest Firearms Instructors	COR	
As Required	Armorers Qualifications	COR	
At Award of Contract	Firearm Load/Unload Procedures	COR	
As Required	Supervisory Post Check Documentation	COR/SOR	
As Required	Post Books, Forms, Tests, Reports, SORs, Compliance Documents	COR	
As Required	Shift Schedule Changes	COR	
As Required	Performance Assurance Training Elements	COR	
Annually	Annual Self-Assessment	COR	
14 Business Days after Assessment Completion	Annual Self-Assessment of Adherence to SOW Report	COR	
120 days following Award of Contract	Performance Testing Methodology	COR	
Twice Monthly	Performance Tests, (Security Exercises to include verbal questions or actions taken)	COR	Conduct and Document on LSPT/ARAPT Log

14) SHIFT AND POST REQUIREMENTS

- a. The Contractor shall furnish security officers for the designated posts and shifts as described in post descriptions. When BPA deems necessary, the Contractor shall furnish security officers for posts identified in the SOW, but not currently active as identified in this SOW. The Contractor may submit alternative shift schedules to the COR, and upon written approval in advance, may implement the

approved schedule. A copy of the specific post description and requirements as noted in the applicable sections shall be provided to each post for officer reference. Additionally "General Security Officer Conduct" and "General Post Requirements" shall be provided to each post.

b. Shifts

- i. Posts described as 24 hours per day shall be staffed as eight-hour posts. No officer shall be posted for greater than 12 hours in a 24 hour period except in emergencies following coordination with OSCO Staff. The Officers must have no less than 8 hours away from work between shifts. Exceptions for emergency circumstances shall be evaluated for approval by the OSCO Staff or COR.

c. Shift Requirements

- i. The Contractor shall staff shifts to optimize security coverage throughout the workday and overnight hours. Shifts shall be scheduled in such a manner to avoid lapses or voids in security coverage during the times of the day that employees are coming to work, breaking for lunch, or leaving the work place. Changes to shift requirements may be adjusted by the Contractor in coordination with COR and meeting BPA requirements. Changes shall be evaluated for efficiencies of operation and any cost implications.
- ii. Under the direction of the shift supervisor, security officers shall obtain all necessary equipment prior to assuming the duties of their assigned post. Appropriate logs, forms and control rosters shall be filled out noting the issuance of such equipment.
- iii. "General Security Officer Conduct" expectations shall be observed while officers are on shift.
- iv. Personnel shall not consume alcohol, drugs, or other products that may negatively impact judgment or physical response as necessary to carry out the duties within 8 hours of duty. Personnel taking prescription drugs causing drowsiness, caution use while operating machinery, or driving a vehicle shall inform their supervisor within 1 calendar day of prescription and may require a medical release in order to resume duties.
- v. Security officers and supervisors expected to operate motor vehicles as part of their duties shall be in possession of a valid state-issued driver's license at all times while operating such vehicles. Officers assigned to positions not requiring operation of motor vehicles nor having to drive while working on the BPA Security Services Contract shall be in possession of federally issued identification and are not required to be in possession of state issued driver's license.
- vi. At all times while posted, security officers shall ensure persons entering BPA controlled property and moving about BPA controlled property properly display appropriate identification.
- vii. If an employee refuses to display identification properly, the security officer shall immediately inform the shift supervisor, document the incident, and perform other actions in accordance with established SOP's. The Contract Manager and OSCO shall be notified immediately.
- viii. If the security officer perceives a threat to BPA property or personnel, the officer shall take appropriate actions to manage the threat. The Contract Manager and OSCO shall be notified immediately.
- ix. Security officers shall complete Security Incident Reports when directly involved in a response or perform follow up to a response. This includes incidents where the officer or supervisor is a witness. Security Incident Reports shall be submitted prior to officers involved being released from duty.
- x. Security officers shall fill out electronic or hardcopy (or both) Security Officer Report (SOR) for each shift noting security officer activities. The SOR shall note when the officer came on duty, patrolled specific areas, took breaks, lunch, or other information confirming appropriate security activity. Security officers and supervisors shall maintain electronic or hardcopy (or both) SOR notebooks to record information, assist in preparation of incident reports, and for possible use in court.

- xi. Security officers shall perform inspections of visitors' bags, briefcases, boxes, other hand-carried items, and vehicles upon entry as outlined by SOP's, or otherwise directed by OSCO.
- xii. Security officers shall enforce BPA security policies as noted in post duties, post orders, and BPA or Contractor provided SOP's as approved by OSCO.
- xiii. Security officers shall be familiar with BPA bomb threat, medical, and fire response instructions. SOP's shall be prepared to respond and assist, as required, during an emergency.
- xiv. Security officers at entry points shall inform visitors that firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor or Contractor is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The officer shall immediately report the incident to the Security Supervisor, FPS (for incidents occurring at BPA HQ), the Contract Manager, and OSCO.
- xv. Security officers shall be familiar with designated NERC CIP controlled areas at their post locations and must be familiar with access and response requirements for those areas.

15) SAFETY REQUIREMENTS

- a. The COR, designated field inspector, or any BPA employee or contractor may cause any work to cease if any safety violations are observed. No further work will be allowed until such time as the situation is resolved.
- b. The Contractor shall provide to the COR, prior to the start of the contract, a Material Safety Data Sheet on products the Contractor will be bringing to the job site that employees may be using, exposed to or which may be stored on the site. Prior to performance on this contract, a Site Specific Safety Plan (SSSP) must be submitted in writing to the COR to address typical and routine tasks required under this contract. In accordance with Clause 15-13, Contractor Safety and Health Requirements, any additional authorized services involving exposure to potential high-hazards, as determined by the COR, shall require the submittal of a supplemental Site Specific Safety Plan in writing prior to work starting on those high-hazard tasks. The SSSP is subject to review and approval by the BPA Safety Office. Changes in work procedures or added work sequences not initially specified in the SSSP shall require an update and will generate a new review and approval process for the updated analysis or plan.
- c. All applicable Federal, Government and local safety requirements shall be observed by the contractor and its employees.
- d. Many BPA facilities are energized and could pose risk to the life and safety of any Contractor personnel who enter such areas. Security contract personnel who are trained and hold a Contractor Non-Electrical Worker Permit may be allowed in areas requiring Permit without escort of BPA personnel. Personal Protective Equipment Required for Entering areas requiring the Permit:
 - i. White Hard Hat. Hard hats approved by the Administration shall be worn by ALL PERSONS in the following locations and conditions except for work inside transformers, power circuit breakers, under vehicles, or in similar restricted/protected situations.
 - (a) In fenced substation yards and other designated hard hat areas.
 - (b) When engaged in or when in the close proximity of outdoor work or in all areas where there is exposure above head level to moving equipment, work, or material handling.
 - (c) Persons working at elevated locations more than 4 feet above the ground and utilizing fall protection PPE shall wear a BPA approved climbing style helmet attached with chin strap.
 - ii. Identification/Color-Coding System. To distinguish between Qualified Electrical Employees and others, **YELLOW** hard hats will be restricted to holders of *Electrical Worker Permits*. Additional hard hat colors utilized on the BPA system are:
 - (a) **BLUE**: Riggers

- (b) **RED:** Construction Equipment Operators
 - (c) **GRAY:** Carpenters (Note: Due to gray being unavailable in a climbing style helmet, white shall be substituted.)
 - (d) **WHITE:** All Others
- iii. Protective Footwear. Appropriate footwear that provides adequate support and protection to the foot, toes and ankles for the work being performed shall be worn. Lace-up, over the ankle leather boots with rigid sole and heel meeting ASTM F 2413-11 with an EH Rating or ASTM F 2413-05, Class 75 with EH rating shall be worn in all work areas where hard hats are required and other areas as determined by a supervisor. Supervisors have the responsibility for assuring that appropriate footwear is worn. Employees have the responsibility to wear appropriate footwear for the job.
- iv. Arc Flash (FR) Clothing:
- (a) Arcing from faulted components can occur when working on or near energized circuits. In some cases, this arcing will expel molten metal and can produce enough heat to cause burns to a worker and ignite clothing. BPA's goal is to establish requirements that protect workers from the onset of 2nd degree burns (1.2 cal/cm²), but not overprotect to the point of causing restricted/inhibited visibility, heat exhaustion, and inability to perform work. Arc-rated clothing has a rating corresponding to the minimum Arc Thermal Protection Value (ATPV) which prevents the onset of 2nd degree burns.
 - (b) To maintain conformance with Federal OSHA work standards BPA has adopted the policy of protecting workers from the hazards of arc flash by requiring minimum clothing rating of 8 cal/cm² for those who may be exposed to arc flash hazards normally found in the energized area of BPA substations. This clothing must be worn by contract workers anytime they are in the energized area of the substation yard. The boundary for this requirement is from any control house door exiting into the energized substation yard or from the substation gate entering into the energized substation yard.
 - (c) Therefore, if the contract worker must enter the energized substation yard to work the minimum requirements for arc rated clothing must be met. Long sleeve coveralls with a rating of 8 cal/cm² can be utilized in lieu of rated pants and long sleeve shirt. Any jackets or rain gear worn also needs to meet the minimum rating of 8 cal/cm².
 - (d) Arc Rated clothing with a minimum rating of 8 calories/cm² shall be worn inside of energized substations or when an employee is performing work which may expose them to an arc hazard. The wearing of clothing and footwear made from acetate, nylon, polyester, or rayon either alone or in blends (unless labeled with an Arc Thermal Protection Value of 8 cal/ cm² or greater) is prohibited alone or under arc rated clothing when an employee may be exposed to the hazards of electric arcs or flames. Long sleeve arc rated shirts shall be worn with sleeves rolled down and shirts tucked into pants.
- v. Contractor Non-Electrical Worker Permit: Contractor employees performing security services at the Eugene Starr Complex or while deployed to a Substation under this contract may be required to successfully pass the Non-Electrical Worker Permit examination, pass the Substation Electrical Hazard Awareness Training and Tour, and pass NERC-CIP Field Training. BPA reserves the right and option to provide an escort in lieu of above requirement.
- vi. Celilo Special Risk Plan
- a. BPA's Celilo facility has had extensive mercury contamination as a result of the use and maintenance of mercury arc valves (rectifiers) employed at the facility from 1970 to 2004. Most of the interior of the building is now mercury free. Background concentrations of the toxic element are extremely low minimizing the risk of future health concerns from inhalation. However, care should be exercised during future renovation should encapsulated locations be disturbed. Any drilling, cutting, or floor demolition should be accompanied by monitoring to ensure that contractors are not unnecessarily exposed to brief albeit elevated local vapor concentrations.

- b. The contractor shall review the *Post-Abatement Clearance Report for Phase 3 Mercury Abatement Areas at Celilo Converter Station, The Dalles, Oregon*, dated October 11, 2013. The report will be provided to the contractor by the COR.
- c. 29 CFR 1910.1200 Mercury Hazard Communication Training will be conducted and documented for officers that will work at the Celilo DC Converter building.

i. SECURITY SERVICES AT THE BPA HEADQUARTERS

i. General

- i. Standard security officer procedures shall apply to all HQ security posts. Shift hours may be adjusted through the approval of the COR. All posted officers and patrols assigned to the BPA Headquarters shall be knowledgeable of building evacuation, shelter-in-place procedures, and other contingency procedures.
- ii. Questions about physical security and access control policy shall be deferred to the HQ's Physical Security Specialists.
- iii. Parking Garage Entrance Bollard System Operation
 - 1. Security officers must understand the safe operation of the garage entrance bollard system prior to assignment to posts 1, 2, 8 or 9. Officers shall not operate the garage entrance bollard system unless properly trained.
 - 2. Training required to operate the bollard system shall be conducted by security supervisors or training personnel ensuring adequate understanding of the safe operation of the system according to the policies and procedure established in this SOW and SOPs developed by the Contractor.
 - 3. Training for bollard system operation shall be documented on the individual security officer's training record. Security officers required to operate the bollard system must demonstrate the ability to safely do so prior to assuming duties of the post. Procedures for operating the bollard system shall be placed at each applicable post.
- iv. Bollard system operating hours under non-emergency conditions
 - 1. From the hours of 1800 – 0600, Monday through Friday, bollards shall remain engaged in the up position with the parking garage doors closed.
 - 2. From the hours of 0600 – 1800, Monday through Friday, bollards shall remain engaged in the down position with the parking garage doors open.
 - 3. During weekends and holidays, bollards shall remain engaged in the up position with the garage door closed at all hours.
 - 4. OSCO may direct changes in use of the bollard system as needed.

ii. Headquarters Security Post 1

i. Description of Post

- 1. HQ Post 1 is located at the security console located in the main lobby of the BPA Headquarters Building. HQ Post 1 is a one-person post, operated by an armed, uniformed security officer 24 hours per day, 7 days per week. The security officer shall be equipped with a portable radio, flashlight, and other equipment necessary to perform building security services. The officer shall be trained and competent to operate the bollard system during normal and emergency operations. The primary responsibility of this post is to monitor and control personnel access through the use of CCTV, cardkey physical access control systems (PACS), and manual processing procedures.

ii. Designated Shifts

1. This post shall operate 24 hours per day, seven days per week. The post shall have three shifts per day.

iii. Post Duties

1. Officers shall perform the following:

- a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
- b. Monitor the CCTV and PACS for the BPA Headquarters. Allow access after normal business hours only to persons with valid BPA or other approved identification, or, individuals or groups approved for access and authorized by OSCO. BPA and Contractor personnel must present their ID badges to the lobby access portal to gain building access past HQ Post 1. Guests of employees and all visitors are required to follow established procedures for visitor access. All persons entering the building are subject to screening.
- c. Require all visitors and guests to be identified via government issued photo ID and to sign in and obtain a visitors badge. Ensure visitors and guests are screened properly before entry.
- d. Dispatch and monitor Headquarters security posts and patrols for various situations that may arise.
- e. Maintain radio or alternate communications and conduct security status checks with posts and patrols assigned to the BPA Headquarters on an hourly basis during daylight hours and every 30 minutes during hours of darkness or increased security posture.
- f. Monitor and respond to all building alarms for the Headquarters Complex in accordance with designated procedures. This includes door alarms, intrusion alarms, duress alarms, computer room alarms, and fire alarms. For the ProWatch system, this post shall maintain an event log of alarm activity.
- g. Process and maintain visitor access requests and administer visitor access procedures. Temporary badges shall be issued for cleared visitors as well as BPA and Contractor employees who do not have their Government issued identification. Prior to issuing a temporary local site specific only (LSSO) badge, appropriate procedures shall be followed based upon the status of the individual (i.e. foreign national, escorted/unescorted access, etc.). Any BPA Temporary badge issued must be returned upon the employee or visitor's departure from the building.
- h. Maintain the electronic Headquarters Security Desk Blotter, listing security-related activity and information for a 24-hour time period. The Contractor shall submit the blotter for review as determined by OSCO.
- i. Maintain communications with FPS via established procedures.
- j. Maintain open communication with contract security officers for the 911 building regarding pertinent security incidents, events, or information which may impact the 911 building, personnel, or protective force.

iii. Headquarters Security Post 2

i. Description of Post

1. This post is a roving patrol encompassing the Headquarters complex. This is a one-person post, operated by an armed, uniformed security officer 24 hours per day, 7 days per week. The security officer shall be equipped with a portable radio, flashlight, and other equipment necessary to perform the required security services. This security officer shall be trained and competent to operate the bollard system during normal and emergency operations according to section 25.b of this SOW. The primary responsibility of this post is to conduct security patrols of the interior of the Headquarters (905) building, the exterior of the East Side Federal Complex (905 and 911 buildings).
- ii. Designated Shifts
 1. This post shall be 24 hours per day, 7 days per week and shall have three shifts per day.
- iii. Post Duties
 1. Officers shall perform the following:
 - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - b. Conduct a minimum of two foot patrols each shift throughout the interior of the Headquarters building and the 911 building fitness center (BPA Club Fed) area at random frequencies, unless otherwise directed by the security supervisor, Contract Manager, or OSCO. These patrols shall be recorded on an electronic or hardcopy SOR. Perform general security checks of all areas patrolled. During interior patrols particular attention shall be given to sensitive areas such as JTS rooms and the Duty Scheduling Center (DSC) due to NERC CIP requirements associated with the DSC.
 - c. Conduct a minimum of two foot patrols per shift of the exterior of the Headquarters building and the 911 building (exterior area comprising the East Side Federal Complex) at random frequencies, unless otherwise directed by the security supervisor, Contract Manager, or OSCO.
 - d. Conduct patrols, or other security measures of internal Headquarters building parking levels in basement levels B-1, B-2, B-3, and B-4.
 - e. Conduct patrols as otherwise directed by the security supervisor, Contract Manager, or OSCO.
 - f. Enforce building rules and regulations and perform other duties as directed by special orders, Operations Bulletins, or verbal instructions from security supervisors, the Contract Manager, and OSCO.
 - g. Enter all incidents in the electronic or hardcopy Security Officer's Report (SOR) and report all incidents and suspicious activity to HQ Post 1 and/or the security supervisor through the most expeditious means possible. Provide written reports as required.
 - h. Direct persons with lost and found items to OSCO, or take custody of items brought to the post and turn them in to OSCO.
 - i. Respond to alarms as dispatched by HQ Post 1, the security supervisor, Contract Manager, OSCO, or FPS. Request assistance if necessary. Log and report all alarm incidents on the electronic or hardcopy SOR. Response to security alarms for the Duty Scheduling Center (DSC), JTS rooms, BMS room, or Personnel Security Office shall be priority.

- j. Respond to other security-related events as directed by HQ Post 1, the security supervisor, Contract Manager, or OSCO.
 - k. Provide officer break relief or post assistance as directed.
 - l. Perform patrols at random frequencies in an effort to not establish a pattern.
 - m. Perform other duties as assigned by the security supervisor, Contract Manager, or OSCO
 - n. Maintain radio contact with HQ Post 1 during foot patrols to the extent possible.
 - o. Ensure the doors at the Headquarters building secure automatically in the ProWatch security system at 1800 hours on normal weekdays. After 1800 hours, this post shall conduct a check of all exterior doors to ensure they are secure and the security system is working properly.
- iv. Headquarters Security Post 3 (Currently not active)
 - i. Description of Post
 - 1. OSCO may request activation and manning of this post for contingency operations, specific security conditions (SECONs), or other security needs. This post shall not be occupied unless directed by OSCO. When activated, this shall be a one-person post manned by an armed, uniformed security officer, up to 24 hours per day, 7 days per week. Specific duties and hours for this post will be described at the time it is activated.
- v. Headquarters Security Post 4 (Currently not active)
 - i. Description of Post
 - 1. OSCO may request activation and manning of this post for contingency operations, specific security conditions (SECONs), or other security needs. This post will not be occupied unless directed by OSCO. When activated, this shall be a one-person post manned by an armed, uniformed security officer, up to 24 hours per day, 7 days per week. Specific duties and hours for this post will be described at the time it is activated.
- vi. Headquarters Security Post 5
 - i. Description of Post
 - 1. This post monitors access to the BPA Headquarters at the east entry. This is a one-person post, operated by an armed, uniformed security officer, 12 hours per day, Monday through Friday, excluding designated government holidays or as indicated by OSCO during higher security condition (SECON) status. The security officer shall be equipped with a portable radio, magnetic wand, x-ray machine, magnetometer and other equipment necessary to perform the required security services. The primary responsibility of this post is to ensure all visitors and their hand-carried items entering the BPA Headquarters are properly screened prior to entering the facility.
 - ii. Designated Shifts
 - 1. There shall be one shift per day established for this post. The hours of this shift are 0600-1800. Contractor proposed hours of operation may be modified under approval of the COR.
 - iii. Post Duties.
 - 1. Officers shall perform the following:

- a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures. Functional checks of the magnetometer, hand-held wand, and x-ray machine shall be conducted and documented in accordance with established procedures.
- b. Identify visitors and determine their need to enter the facility.
- c. Screen visitors by using the magnetometer (or hand-held magnetic wand). Screen hand-carried items in the possession of visitors by using the x-ray machine or visual inspection. Employees entering the BPA Headquarters may be subject to screening at the direction of OSCO. OSCO may introduce new equipment or technology for screening personnel entering the facility. Security officers shall be properly trained on new equipment or technology introduced prior to use with verification of training annotated in the officer's individual training record.
- d. Check for appropriate identification badge on persons entering the lobby area from outside BPA controlled space.
- e. Inform all visitors firearms and other weapons are prohibited and ask all visitors if they are carrying any firearms or other weapons. If any individual is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The officer shall immediately initiate reporting the incident to the security supervisor.
- f. React or respond to security incidents occurring in the lobby area of the Headquarters building posing a threat to personnel and/or property.

vii. Headquarters Security Post 6

i. Description of Post

1. This is a one-person post occupied by an armed, uniformed security officer 12 hours per day, Monday through Friday, excluding government holidays. The post is located in the lobby of the BPA headquarters building. The security officer is responsible for ensuring only authorized personnel enter the Headquarters facility by verifying the identification badges of all persons entering the building from the lobby and ensuring badges are worn properly. This post may be unarmed in accordance with Section 13.b "Exceptions" in this Statement of Work. The primary responsibility of this post is to ensure all persons entering the building from the lobby area have appropriate identification badge and access authorization.

ii. Designated Shifts

1. Monday thru Friday, 0600 to 1800, except designated government holidays. Hours of operation may be modified following COR approval prior to making the change.

iii. Post Duties

1. Officers shall perform the following:
2. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.

3. Ensure all persons entering the building from the lobby area have the appropriate identification badge (to include visitor badges).
4. Respond to all instructions from HQ Post 1, the shift supervisor, Contract Manager, or OSCO staff.
5. Request assistance when necessary from the HQ Post 2 security officer during periods of heavy pedestrian traffic in the lobby.
6. Use any additional equipment introduced by OSCO for screening and/or verification of personnel entering the facility.
7. Observe HQ Post 5 and provide assistance if necessary when prohibited items are identified during visitor screening.
8. React or respond to security incidents occurring in the lobby area of the Headquarters building posing a threat to personnel and/or property.
9. Monitor personnel entering the building from the west entrance, ensuring only authorized personnel enter the building and others are directed to HQ Post 5 for screening.

viii. Headquarters Security Post 7 (B1 Loading Dock Doors)

i. Description of Post

1. This is a one-person post occupied by an armed, uniformed security officer 10 hours per day, Monday through Friday, excluding designated government holidays.

ii. Designated Shift

1. Monday thru Friday, 0600 to 1800, except designated government holidays. Contractor proposed Hours of operation require prior approval of the COR.

iii. Post Duties

1. Officers shall perform the following:
 - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - b. Ensure only authorized personnel gain entry into the BPA Headquarters through the B1 Loading Dock Doors.
 - c. Ensure all persons entering the building from the lobby area have the appropriate identification badge (to include visitor badges).
 - d. Conduct general and emergency access control and prevent intrusions.
 - e. Observe the area for unusual or suspicious activity, vehicles and items and immediately report all such activity to HQ Post 1, who, in turn, will make appropriate notifications to the security supervisor, FPS, Contract Manager, and OSCO.
 - f. Respond to all instructions from HQ Post 1, the shift supervisor, Contract Manager, or OSCO staff.
 - g. Request assistance when necessary from the HQ Post 2 security officer during periods of heavy pedestrian traffic in the lobby.

ix. Headquarters Security Post 8

i. Description of Post

1. This is a one-person post occupied by an armed, uniformed security officer 12 hours per day, Monday through Friday, excluding designated government holidays. This post is located on N.E 9th Street on the west side of the Headquarters building at the garage entry ramp. Along with HQ Post 9, this post serves as the primary access control point for vehicular entry into the Headquarters garage. This officer shall be trained and competent to operate the bollard system during normal and emergency operations. This officer shall be equipped with all standard equipment plus an ANSI 207 compliant Public Safety Vest for Security and other equipment necessary to perform required security services. The officer assigned to this post shall be capable of assuming the duties of HQ Post 9. The primary responsibility of this post is ensuring only authorized personnel gain entry into the BPA Headquarters through the parking garage/basement area.
- ii. Designated Shift
 1. Monday thru Friday, 0600 to 1800, except designated government holidays. Contractor proposed hours of operation may be modified under approval of the COR.
- iii. Post Duties
 1. Officers shall perform the following:
 - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - b. Ensure only authorized personnel gain entry into the BPA Headquarters parking garage/basement area. All individuals seeking access are required to have proper identification for authorized unescorted access to enter the BPA Headquarters or 911 building.
 - c. Conduct general and emergency access control and prevent intrusions.
 - d. Observe the area for unusual or suspicious activity, vehicles and items and immediately report all such activity to HQ Post 1, who, in turn, will make appropriate notifications to the security supervisor, FPS, Contract Manager, and OSCO.
 - e. Inform all delivery or Facilities Vendors requesting entrance that firearms and dangerous weapons are prohibited and ask them if they are carrying any firearms or other dangerous weapons. If any individual is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The officer shall immediately report the incident to HQ Post 1, who, in turn, will make appropriate notifications to the security supervisor, FPS, Contract Manager, and OSCO.
 - f. Coordinate with HQ Post 9 to conduct periodic exterior building patrols of the Eastside Federal Complex (905 and 911 buildings). When the HQ Post 9 officer is unarmed in accordance with Section 13.b "Exceptions," these patrols shall be conducted only along the west side of the building, from NE Lloyd Blvd. to NE Holladay, with HQ Post 8 keeping in visual contact with HQ Post 9. When HQ Post 9 is armed, these patrols shall extend to the full perimeter of the building as long as radio contact is properly maintained. OSCO will determine frequency of perimeter patrols.

- g. Assist HQ Post 9 with conducting vehicle inspections according to current procedures as provided by OSCO. Assist HQ Post 9 with screening non-badged individuals entering the garage with limited access (e.g. – authorized vendors and delivery personnel).
 - h. Use any additional equipment introduced by OSCO
- x. Headquarters Security Post 9
 - i. Description of Post
 - 1. This is a one-person post occupied by an armed, uniformed security officer 10 hours per day, Monday through Friday, excluding designated government holidays. This post is located on N.E 9th Street on the West side of the Headquarters building at the garage entry ramp. Along with HQ Post 8, this post serves as the primary access control point for vehicular entry into the Headquarters garage. This officer shall be trained and competent to operate the bollard system during normal and emergency operations according to Section 25.b of this SOW. This officer shall be equipped with all standard equipment plus an ANSI 207 compliant Public Safety Vest for Security and other equipment necessary to perform the required security services. The officer assigned to this post shall be capable of assuming the duties of HQ Post 8. This post may be unarmed in accordance with Section 13.b “Exceptions” of this Statement of Work. The primary responsibility of this post is to verify, process, inspect, control, and monitor visitor and delivery vehicular traffic entering the building via the basement ramp entry on NE. 9th Avenue.
 - ii. Designated Shift
 - 1. Monday thru Friday, 0600 to 1600, except designated government holidays. Contractor proposed hours of operation may be modified following approval of the COR.
 - iii. Post Duties
 - 1. Officers shall perform the following:
 - 2. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - 3. Verify, process, screen, control, and monitor visitor and delivery vehicular traffic entering the building via the basement ramp entry on NE. 9th Avenue.
 - 4. Conduct vehicle and personnel screening according to current procedures as provided by OSCO. Permit access to delivery vehicles to the B-1 loading dock for discharging cargo according to current procedures as provided by OSCO.
 - 5. Ensure only authorized personnel gain entry into the BPA Headquarters parking garage/basement area. All individuals seeking access are required to have proper identification for authorized unescorted access to enter the BPA Headquarters or 911 building.
 - 6. Conduct general and emergency access control and deter unauthorized intrusions.
 - 7. Observe for unusual or suspicious activity, vehicles and items and immediately report all such activity to the HQ Post 1, who, in turn, will make appropriate notifications to the Security Supervisor, FPS, Contract Manager, and OSCO.
 - 8. Inform all delivery or Facilities Vendors requesting entrance that firearms and dangerous weapons are prohibited and ask them if they are carrying any firearms or other dangerous weapons. If any individual is carrying a weapon or other

prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The officer shall immediately report the incident to HQ Post 1, who, in turn, will make appropriate notifications to the security supervisor, FPS, Contract Manager, and OSCO.

9. Coordinate with HQ Post 8 to conduct periodic exterior building patrols of the Eastside Federal Complex (905 and 911 buildings). When the HQ Post 9 officer is unarmed in accordance with section 13.b "Exceptions," in this Statement of Work. Patrols shall be conducted only along the west side of the building, from NE Lloyd Blvd. to NE Holladay, keeping in visual contact with HQ Post 8. When HQ Post 9 is armed, these patrols shall be extended to the full perimeter of the building as long as radio contact is properly maintained. OSCO will determine frequency of patrols.

10. Use any additional equipment that is introduced by OSCO for the screening and/or verification of personnel entering the facility.

ii. SECURITY SERVICES FOR THE ROSS COMPLEX

i. General

- i. Standard security officer procedures shall apply to all Ross Complex security posts. Under the direction of OSCO, the Contractor shall establish procedures for monitoring the ingress and egress of commercial vehicles, visitors and vendors. The contractor shall maintain entry logs and visitor access procedures, as well as radio and telephone communications between the various posts, supervisors, BPA visitor/vendor sponsors, the Contract Manager, and OSCO as needed. Post hours shall be performed as indicated unless adjusted by OSCO. Posts directly supporting response to NERC CIP designated areas, or other critical assets, shall be familiar with the location of those areas, access requirements, and procedures for entry. All posts and patrols assigned to the Ross Complex shall be knowledgeable of building evacuation, shelter-in-place procedures, and other contingency procedures.
- ii. Questions about physical security and access control policy shall be deferred to the Ross OSCO Physical Security Specialists.

ii. Ross Security Post 1

i. Description of Post

1. Ross Post 1 is a one-person post, operated by an armed, uniformed security officer 10 hours per day, Monday through Friday, 5 days per week except Federal Holidays. The security officer shall be equipped with necessary equipment to perform building security services and shall be familiar with use of the ProWatch security system for access control purposes. Ross Post 1 is located at the security console at the West entrance of the Dittmer Building. The primary responsibility of this post is to monitor and control access for the west entrance to the Dittmer building.

ii. Designated Shifts

1. This post will operate 10 hours per day, 5 days per week Monday through Friday, except holidays. Hours of operation shall be from 0600 to 1600.

iii. Post Duties

1. Officers shall perform the following:

2. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
3. Monitor the electronic verification of ID badges for authorized BPA and contract employees entering the Dittmer building through the physical access control system (PACS), which is currently the ProWatch system. Ensure established access control procedures are followed by all personnel.
4. Serve as a primary processing point for vendors requiring escorted access to the Dittmer building.
5. Direct other non-badged (external to BPA) visitors for the Dittmer building to enter through Ross Post 4, located at the East entrance, unless otherwise directed by OSCO.
6. Issue appropriate visitor badges for vendors to the Dittmer building and temporary BPA/Contractor employee badges following established SOP's.
7. Screen all vendors processing through this post for escorted entry to the Dittmer building for any dangerous weapons or prohibited items in accordance with established procedures. If weapon or other prohibited contraband is present or detected, the incident shall immediately be reported to Ross Post 9 AMS who will notify the Security Supervisor, Contract Manager, and OSCO.
8. Conduct inspections of all hand-carried items being carried into or out of the Dittmer building by vendors.
9. Conduct inspections of hand-carried items of employees as directed by OSCO.
10. Ensure the designated card-reader entrance doors (west lobby doors) are unlocked and the lobby lights are turned on at 0600 or when otherwise directed.
11. Ensure the designated card-reader entrance doors (west lobby doors) are secure and functioning properly upon completion of shift on normal duty days. After 1800 hours, this post becomes the primary entry point for the Dittmer building via card reader operation.
12. Use all equipment introduced by OSCO for access control or the screening of personnel entering the facility through this post. This includes the proper use of the Dittmer ProWatch system for monitoring electronic access verification to Dittmer.
13. Follow normal procedures established for Ross Post 4 in the event visitors are directed to process through this post.
14. Respond to PACS alarms associated with access control for the Dittmer building west entrance. Ensure all alarm activity associated with this post is entered in the ProWatch Event Log. Entries shall include alarm assessment, cause, and name of subject (if applicable).
15. Perform administrative duties by maintaining electronic and/or hardcopy documentation such as security alerts, daily visitor logs for Dittmer, and any other documentation deemed necessary by the Contractor or OSCO. Conduct other administrative duties as assigned by the Contract Manager or OSCO.
16. Provide assistance to the Alarm Monitoring Station (AMS, Ross Post 9) by monitoring CCTV systems for the Ross Complex.
17. Perform security procedures as directed by OSCO and/or the Contract Manager. Procedures for this post may be changed BY OSCO as needed.

iii. Ross Security Post 2

i. Description of Post

1. Security Ross Post 2 is dedicated to the Construction Services Building (CSB, building Z-610) and surrounding parking lots. This post is occupied by an armed, uniformed security officer, but may be unarmed in accordance with Section 13.b "Exceptions" in this Statement of Work. This post combines a stationary post and foot patrol. The security officer shall be equipped to perform the security services required at this location.

ii. Designated Shifts:

1. Perform a combination of stationary duties and foot patrol from 0600 – 1600 hours, Monday through Friday except holidays.

iii. General Post Duties

1. Officers shall perform the following:
 - a. This post is designated as an armed post except as noted in Section 13.b "Exceptions" in this Statement of Work. This is primarily a walking post located at the CSB building. The primary responsibility of this post is to monitor activity in and around the CSB building. The assigned officer shall conduct random foot patrols throughout the building and surrounding parking lots and shall maintain visible security presence.
 - b. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - c. Identify and process visitors. Conduct inspections of hand-carried items for visitors. OSCO may direct inspections of handcarried items on BPA employees.
 - d. Provide assistance monitoring CCTV systems for the Ross Complex. The primary focus shall be the CSB building and surrounding areas.
 - e. Ensure card-key operated doors function properly at the beginning of each shift. Place sign-in logs at the security desk by the entrance doors, and ensure the doors remain appropriately secured throughout the day.
 - f. Investigate any alarm or malfunction condition related to the building. These situations shall be reported to the Alarm Monitoring Station (Ross Post 9) and the officer at this post shall take any necessary corrective actions.
 - g. Conduct checks of the CSB room 104, as directed by OSCO. Checks shall be annotated on the Security Container Check Sheet (SF Form 702) located on the door.
 - h. Inform visitors that firearms and dangerous weapons are prohibited and ask visitors if they are carrying any firearms or other dangerous weapons. If a visitor, or Contractor is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident shall immediately be reported to Ross Post 9 AMS who will notify the Security Supervisor, Contract Manager, and OSCO.
 - i. This post shall be transported by a Ross Vehicle Patrol to and from their posting at the CSB building.

iv. Ross Security Post 3

i. Description of Post

1. Ross Post 3 is a one-person patrol, operated by an armed, uniformed security officer 24 hours per day, 7 days per week. The primary responsibility of this post is to provide patrol coverage for the Ross Complex.

ii. Designated Shifts

1. This post will be manned in three 8-hour shifts as follows:
 - a. Shift 1: 0000-0800
 - b. Shift 2: 0800-1600
 - c. Shift 3: 1600-2400

iii. Post Duties

1. Officers shall perform the following:
 - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - b. Patrol the Ross Complex to include external and internal patrols.
 - c. Monitor the complex for trespassers, building security issues, and fire and safety hazards and report for correction.
 - d. Conduct perimeter checks looking for fence line holes, damage, or suspected unauthorized entry.
 - e. Notify Ross Post 9 that perimeter checks are being conducted.
 - f. Assist Ross Post 5 with traffic control at the main gate as needed. Respond to the main gate as needed after hours to assist with entry control when Ross Post 5 is not manned and the gate is fully automated for access.
 - g. Coordinate building and gate checks for the Ross Complex with Ross Post 8. Annotate the checks on a hardcopy building check sheet which is subsequently scanned and submitted to OSCO electronically.
 - h. Respond to alarms. Check the cause of intrusion alarms or fire alarms, request assistance, and reset intrusion alarms if appropriate. If the equipment is malfunctioning, notify Ross Post 9. Record the activity in the SOR, and when necessary, complete an electronic Security Incident Report. Priority response shall be given to any evidence of intrusion or unauthorized access to the CSB room 104, NERC CIP areas, or other critical assets.
 - i. Respond to other emergencies at the Ross Complex or Park Place office complex as required. Facilitate the entry of emergency vehicles and personnel when necessary. This may include controlling traffic and/or escorting emergency vehicles to the site of the emergency.
 - j. Provide assistance to other security posts on the Ross Complex as needed.
 - k. Coordinate patrols and security checks of the Park Place office complex with the Security Supervisor a minimum of once per shift. Patrols shall include an interior check of the office suites as well as an exterior patrol of the parking lots and parking structure.

- l. Assist with conducting foot patrols of the interior and exterior of the Dittmer building at least once during each shift. This check shall be recorded on the officer's SOR.
 - m. Observe for facility-related problems and notify Ross Post 9 of discrepancies observed. Facility-related items include, but are not limited to, proper operation of automated gates, fence line damage, building damages or equipment failure, lighting outages, etc. Light poles not operating and fence line damage shall be reported by the patrol to Ross Post 9 who will notify Facilities Management.
 - n. Unlock and/or lock designated perimeter gates. This may include responding to gate 16 to assist with an over-sized vehicle as necessary following the departure of the Ross Post 6 officer.
 - o. Check the "Fog Test" laboratory area, the Technical Training building, and the line test and training area, the 345KV yard, Paul Johnson Substation, ABC parking lots, and Ross MHQ area (areas not within the fenced Ross Complex).
 - p. Check the parking lots for security of parked vehicles. When patrol duties and time allows, perform random government vehicle checks for security and keys left in the vehicles.
 - q. Raise and lower the flags at the Dittmer building. Flags shall be raised at sunrise and lowered at sunset daily, or otherwise directed.
 - r. Monitor road conditions on the Complex. Notify the Security Supervisor and Ross Post 9 AMS of inclement weather conditions.
 - s. Conduct patrols or checks as otherwise directed by the Security Supervisor, Contract Manager or OSCO.
 - t. Respond to assist BPA employees or Contractors with vehicle problems, escorts to vehicles, etc.
 - u. Assist in relief breaks and lunches for officers assigned to other Ross posts.
- v. Ross Security Post 4
- i. Description of Post
 - 1. This is a one-person, fixed post occupied by an armed, uniformed security officer 12 hours per day, Monday through Friday, excluding holidays. The security officer assigned to this post shall be equipped with the necessary equipment to perform the required building security services and shall be familiar with the use of the Physical Access Control and Alarm System. Ross Post 4 is located at the security console at the East entrance of the Dittmer Building. The primary responsibility of this post is to monitor and control access for the East entrance to the Dittmer building, as well as manage and process visitors for the Dittmer Building and the Ross Complex in general.
 - ii. Designated Shifts.
 - 1. The hours of this post are Monday through Friday, 0600 – 1800 hours, except holidays.
 - iii. Post Duties
 - 1. Officers shall perform the following:

- a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
- b. Monitor the electronic verification of ID badges for authorized BPA and contract employees. Ensure appropriate Access Control procedures are followed by personnel authorized unescorted access and by BPA escorts hosting visitors to the Dittmer Building.
- c. Process and manage Visitor Access Requests for the Ross Complex, the Dittmer Building, and the Dittmer NERC CIP PSP. This shall include verifying that Foreign National (FN) visitors have been approved by OSCO.
- d. Serve as the primary access and processing point for all non-badged (external to BPA) visitors for the Dittmer building and the Dittmer NERC CIP PSP following established SOP's.
- e. Serve as an alternate processing point for vendors requiring escorted access to the Dittmer building or the Dittmer NERC CIP PSP (Ross Post 1 is primary).
- f. Issue visitor badges and temporary BPA/Contractor employee badges following established SOP's.
- g. Screen all non-badged (external to BPA) visitors to the Dittmer building for dangerous weapons or prohibited items in accordance with established procedures. If a weapon or other prohibited contraband is present, the incident shall immediately be reported to Ross Post 9 AMS who will notify the Security Supervisor, Contract Manager, and OSCO.
- h. Conduct inspections of hand-carried items being carried into or out of the Dittmer building by visitors and employees as directed by OSCO.
- i. Ensure the east lobby doors are unlocked and the lobby display lights are turned on at 0600 or when otherwise directed. Turn on and inspect the walk-through metal detector for proper function, in accordance with established procedures.
- j. Ensure the east lobby doors are secured at 1600 hours or when otherwise directed by OSCO personnel.
- k. Train to properly use all equipment that is introduced by OSCO for access control or the screening of personnel entering the facility through this post, including the proper use of the Dittmer PACS for monitoring electronic access verification to the Dittmer building and Dittmer Building PSP.
- l. Respond to alarms associated with the PACS for the Dittmer Building east entrance. Enter all alarm activity associated with this post in the PACS Event Log. Entries shall include alarm assessment, cause, and name of subject (if applicable).
- m. Provide administrative support by maintaining documentation such as security alerts, daily Dittmer visitor logs, and any other documentation deemed necessary by the Contractor or OSCO. Conduct other administrative duties as assigned by the Contract Manager or OSCO.
- n. Be knowledgeable of building evacuation, shelter-in-place, and other contingency procedures and assist Ross Post 9 when necessary.

4. Immediately after allowing entry of authorized visitor vehicles, all visitor vehicle barriers shall be returned to the secure position prior to commencement of further visitor processing.
5. Vehicle Barrier and Security Procedures During Higher Threat Levels
6. All vehicle barriers shall remain active and engaged when higher threat conditions exist as directed by OSCO.
7. If a security officer or the on-duty Security Supervisor determines conditions exist warranting vehicle barriers to remain in the active and engaged position, the Security Supervisor shall notify the Contract Manager and OSCO immediately.

vii. Ross Security Post 6

i. Description of Post

1. This is a one-person post operated by an armed, uniformed security officer 8 hours per day, Monday through Friday, excluding holidays. This post is located at Gate 16 near the East Storage Yard. This post serves as the main entry point for commercial vehicles, delivery trucks, and other large vehicles. The primary responsibility of this post is to ensure only authorized vehicles and personnel gain access through the gate and are screened appropriately. The officer assigned to this post shall be adequately trained and familiar with vehicle inspection techniques. The officer must conduct inspections of large commercial vehicles, paying close attention and looking for suspicious items, contraband, dangerous weapons including, but not limited to, explosives and bombs. The officer assigned to this post shall coordinate and communicate with other security posts and/or BPA personnel to ensure delivery authorization, maintain smooth flow of traffic.

ii. Designated Shift

1. This post shall be manned one shift per day, from 0700 to 1500.

iii. Post Duties

1. Officers shall perform the following:
 - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - b. Ensure only authorized vehicles and personnel gain access through gate 16 and are screened appropriately.
 - c. Direct visitors and employees in passenger vehicles around the exterior of the complex to the appropriate gate for entry.
 - d. The security officer at this post shall provide directions to delivery drivers as needed.
 - e. Issue appropriate temporary access badges and maintain a visitor log to annotate the visitors/commercial operators allowed through Gate 16.
 - f. Allow large government vehicles whose drivers have valid BPA or other authorized government identification to proceed through the gate without inspection unless specifically directed by OSCO.
 - g. Inform all visitors firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor or Contractor is carrying a weapon or other prohibited contraband, the officer shall act in accordance with site specific procedures. The security officer shall not recommend any course

of action regarding the disposition, storage or security of the subject weapon or contraband. The incident shall immediately be reported to the Security Supervisor, the Contract Manager, and OSCO.

viii. Ross Security Post 7 (Currently not active)

i. Description of Post

1. This post is not active under normal circumstances and may be activated and manned for contingency operations, specific threat conditions, or other security needs. This post shall not be occupied unless directed by OSCO. When activated, this shall be a one-person post manned by an armed, uniformed security officer, up to 24 hours per day, 7 days per week. Specific duties and hours for this post will be described at the time it is activated.

ix. Ross Security Post 8

i. Description of Post

1. The Ross Complex vehicle patrol, Ross Post 8, is an armed, uniformed, one-person patrol on duty 24 hours per day 7 days a week. The primary responsibility of this post is to provide patrol coverage for the Ross Complex.
2. The officer assigned to this post shall coordinate patrol coverage with the Ross Post 3 security officer and communicate with other security posts to monitor site security.

ii. Designated Shifts

1. This post shall be manned in three 8-hour shifts as follows:
 - a. Shift 1: 0000-0800
 - b. Shift 2: 0800-1600
 - c. Shift 3: 1600-2400

iii. Post Duties

1. Officers shall perform the following:
 - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - b. Patrol the Ross Complex at random frequencies. This shall include external and internal patrols.
 - c. Conduct perimeter checks, observing for fence line holes, damage, or suspected unauthorized entry.
 - d. Notify Ross Post 9 when conducting perimeter checks and of any damaged location, intruders or other suspicious activity.
 - e. Determine the cause of intrusion alarms or fire alarms, request assistance, and reset intrusion alarms if appropriate. If the equipment is malfunctioning, notify Ross Post 9. Assist as appropriate, but do not abandon other patrol duties. Record the activity electronically or hardcopy in the SOR and when necessary, complete an electronic incident report prior to departing for the day. Priority response shall be given to any evidence of intrusion or unauthorized access to the CSB Limited Area (room 104), NERC CIP areas, or other critical assets.

- f. Respond to other emergencies as required. Facilitate the entry of emergency vehicles and personnel. This may include controlling traffic and/or escorting emergency vehicles to the site of the emergency.
 - g. Assist in monitoring vehicular traffic entering and departing the Ross Complex.
 - h. Coordinate other patrol activities with Ross Post 3 and the Security Supervisor, to include patrol coverage for BPA's Park Place office complex leased space.
 - i. This post shall provide continuous vehicle patrol of the Ross Complex when possible.
 - j. Enter all incidents in the electronic or hardcopy Security Officer's Report and provide electronic reports as required to the Physical Security Team via email.
 - k. Respond to assist BPA employees or Contractors with vehicle lock-outs, escorts to vehicles, etc.
 - l. Perform other duties related to physical security as directed by the Security Supervisor, Contract Manager, or OSCO.
- x. Ross Security Post 9 (Alarm Monitoring Station)
 - i. This post falls under the U.S. Department of Labor, Wage Determination category of Alarm Monitor.
 - ii. Description of Post
 - 1. This post is located in the Alarm Monitoring Station (AMS) near the west entry to the Dittmer building. This is a one-person post, occupied by an armed, uniformed security officer 24 hours per day, 7 days per week. The security officer shall be equipped with the equipment necessary to perform the required security services.
 - 2. The primary responsibility of this post is to provide monitoring of security alarm systems not associated with BPA's NERC CIP sites, CCTV systems, and remote security systems at all hours and under all conditions. In addition to these duties, this post shall be familiar with duties related to Ross Post 10, providing backup for Ross Post 10 when necessary. This shall include monitoring designated NERC CIP sites and interacting with personnel regarding access control and security issues relating to those sites.
 - iii. Designated Shifts
 - 1. This post shall be manned in three 8-hour shifts as follows:
 - 2. Shift One: 0000 – 0800
 - 3. Shift Two: 0800 – 1600
 - 4. Shift Three: 1600 – 2400
 - iv. Post Duties
 - 1. Officers shall perform the following:
 - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - b. Monitor security alarm systems, physical access control systems (PACS), and CCTV systems for the Ross Complex, to include the

Federal Credit Union at the Plant Services Building, the Dittmer Building and Dittmer Control Center (in the absence of Ross Post 10), Headquarters, and other field sites as determined by OSCO. This shall also include the monitoring of security systems and CCTV systems at the Eugene Starr Complex as outlined in established procedures as well as NERC CIP field sites in the absence of Ross Post 10 due to breaks.

- c. Use established procedures for responding to emergency situations or alarm activations. When necessary, the AMS officer shall dispatch appropriate patrols and contact the Clark County Regional Communications Agency to report emergency situations at the Ross Complex or Park Place office complex. The Contract Manager and OSCO shall be notified when outside agencies are contacted to respond.
- d. Notify local law enforcement, the Contract Manager, and OSCO in the event of suspicious or criminal activities in accordance with Standard Operating Procedures.
- e. Follow established procedures in response to alarms or other emergency situations occurring at field sites and notify the appropriate BPA Control Center (Dittmer or Munro).
- f. Serve as a command and control/communications function for all posts and patrols. Dispatch patrols/security officers as needed to support daily security operations. Communicate information to patrols regarding any unusual or suspicious activity.
- g. Conduct periodic radio checks of all security posts. Communications checks shall be made by radio every hour during daylight hours and every 30 minutes during hours of darkness. During increased threat levels, communications checks shall be conducted every 30 minutes. The frequency of communications checks may be changed by OSCO.
- h. Maintain the electronic Security Desk Blotter, listing security-related activity and information for a 24-hour time period. Formatting or content of specific blotter entries may be added or changed by OSCO.
- i. Perform other administrative functions such as, but not limited to, maintaining hard copies and electronic copies of Security Checklists, Standard Operating Procedures, Security Alerts, Termination Advisories, Call-Down Lists, Incident Reports, and Duty Officer Schedules. When necessary, disseminate by e-mail Access Revocation Notices via established procedures. Record and maintain CCTV recordings of security-related incidents. Write and submit incident reports when applicable.
- j. Act as the primary point of contact for any Dittmer building access for employees and Contractors after Ross Post 1 and Ross Post 4 has closed for the day, including weekends and holidays.
- k. Issue and collect keys to authorized personnel as determined by OSCO.
- l. Record information pertaining to false and nuisance alarms for security systems in accordance with established procedures. Report problems with alarm system or CCTV system hardware or software in accordance with established procedures.
- m. Assist with security system testing of BPA alarmed sites by providing alarm monitoring support and records during and following testing.
- n. Notify appropriate personnel during inclement weather in accordance with established procedures. Additional duties may include updating the

BPA Emergency Information web site to reflect possible building closures or delayed openings.

- o. Maintain communications with the BPA nurse at the Ross Complex and Park Place office complex, making notifications to the nurse for emergency medical situations during normal business hours. This may include cell phone or radio communications.
- p. Maintain familiarity with operating and sending emergency notifications through the designated Emergency Notification System (ENS).
- q. Answer the Federal Crime Witness Hotline.

xi. Ross Security Post 10 (AMS) – NERC Systems

- i. This post falls under the U.S. Department of Labor, Wage Determination category of Alarm Monitor.

ii. Description of Post

- 1. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or efficiencies in accordance with established procedures.
- 2. This post is located in the Alarm Monitoring Station (AMS) near the west entry to the Dittmer building. This is a one-person post, occupied by an armed, uniformed security officer 16 hours per day, Monday through Friday, excluding holidays. At BPA's discretion, the option to convert this post to 24 hours per day, 7 days per week, may be exercised. The security officer shall be equipped with the equipment necessary to perform the required security services.
- 3. The primary responsibility of this post is to provide monitoring of NERC CIP security alarm systems, PACS, and CCTV systems under all conditions. This post serves as the primary point of contact with BPA personnel regarding access control and security of designated NERC CIP field sites and facilities. Additionally, this post will provide backup to the Ross Post 9 AMS officer. This post serves as a primary point of contact for any Dittmer building NERC CIP PSP access issues for employees and Contractors.

iii. Designated Shifts

- 1. As a 16-hour post, this post shall be manned in two 8-hour shifts as follows:
 - a. Shift One: 0600 – 1400
 - b. Shift Two: 1400 – 2200

iv. Post Duties

- 1. Officers shall perform the following:
 - a. Monitor security alarm systems and CCTV systems for all designated NERC CIP sites and facilities, to include the Dittmer building NERC CIP PSP (Dittmer Control Center).
 - b. Be familiar with all Ross Post 9 duties and provide backup as necessary for monitoring non-NERC CIP sites. This includes the Ross Complex, the Federal Credit Union at the Plant Services Building, Headquarters, and other field sites as determined by OSCO. This shall also include the monitoring of security systems and CCTV systems at the Eugene Starr Complex as outlined in established procedures.
 - c. Use established SOP's and procedures for responding to emergency situations or alarm activations associated with NERC CIP sites. When

necessary, Ross Post 10 shall dispatch appropriate patrols and contact the Clark County Regional Emergency Communications Agency to request response from outside agencies for situations at the Ross Complex. The Contract Manager and OSCO shall be immediately notified when outside agencies are contacted to respond.

- d. Following Standard Operating Procedures notify local law enforcement, the Contract Manager, and OSCO in the event of suspicious or criminal activities.
- e. Follow established procedures relating to NERC CIP sites and contact the appropriate BPA Control Center (Dittmer or Munro) in response to alarms or other emergency situations occurring at NERC CIP field sites.
- f. Respond to ProWatch alarms associated with NERC CIP sites and follow established response procedures. Enter all alarm activity associated with NERC CIP sites in the ProWatch Event Log. Entries shall include alarm assessment, cause, and name of subject (if applicable).
- g. In the absence of Ross Post 9, serve as a command and control/communications function for all posts and patrols. Dispatch patrols/security officers as needed to support daily security operations. Communicate information to patrols regarding any unusual or suspicious activity.
- h. In the absence of Ross Post 9, conduct periodic radio checks of all security posts. Communications checks shall be made by radio every hour. During increased threat levels, communications checks shall be conducted every 30 minutes. The frequency of communications checks may be changed by the Contract Manager or OSCO.
- i. Maintain the NERC CIP Security Desk Blotter, listing security-related activity for NERC CIP sites for a 24-hour time period. Formatting or content of specific blotter entries may be added or changed by OSCO. This electronic blotter shall be submitted daily via email to OSCO.
- j. Perform other administrative functions associated with the monitoring of NERC CIP sites such as, but not limited to, maintaining electronic and/or hard copies of Weekly Alarm Mask Outage Log, NERC Physical Security Perimeter (PSP) Alternate Access Log, Call-Down Lists, NERC Reports, and Duty Officer Schedules. Record and maintain CCTV clips and generate CD-ROMs of NERC CIP security-related incidents. Write and submit electronic incident reports as applicable.
- k. Act as the primary point of contact for any Dittmer building PSP access issues for employees and Contractors.
- l. Electronically document false and nuisance alarms for NERC CIP security systems in accordance with established procedures. Electronically report problems with alarm system or CCTV system hardware or software in accordance with established procedures.
- m. Assist with security system testing as directed.
- n. Maintain familiarity with operating and sending emergency notifications through the Emergency Notification System (ENS).
- o. Perform patrols of the Dittmer building, Dittmer Control Center, and Dittmer building exterior when directed by OSCO. When possible, Ross Post 10 may act as the primary response element for security issues associated with the Dittmer building or Dittmer building PSP.

iii. BPA PARK PLACE LEASED OFFICE COMPLEX SECURITY POST 1

i. Description of Post

- i. This post shall be a one person post occupied by an armed, uniformed security officer at BPA Park Place office complex leased office space, located at 7500 NE 41st Ave., Vancouver, WA 98662.
- ii. This post shall be manned 12 hours per day, Monday through Friday, except federal holidays or as otherwise directed by OSCO. This post may be unarmed as allowed under arming Section 13.b "Exceptions" unless circumstances associated with the activation of this post warrants no exception as determined by OSCO.
- iii. The primary responsibility of this post is to monitor access to the BPA controlled areas, patrol the facility and adjacent public areas.
- iv. Questions about physical security and access control policy shall be deferred to the Ross Physical Security Specialists.

ii. Designated Shifts

- i. This post shall be manned in one 12-hour shift from 0600 – 1800 Monday through Friday, except designated federal holidays.
- ii. Additional hour requirements or posts may be added at the discretion of OSCO.

iii. Post Duties

- i. Officers shall perform the following:
- ii. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
- iii. Perform interior and exterior patrols of designated buildings throughout the shift. The officer shall conduct patrols of the complex, parking areas, garages, etc. Interior patrols shall include random foot patrols of the various work areas of the buildings occupied by BPA. Officers shall inspect stairwells, work areas, restroom facilities, lobbies and entrances. The officer is expected to verbally interact with employees while performing their rounds, thus giving the employees a sense of active security operations.
- iv. Remain alert for unusual, suspicious, or unauthorized activities in, around, and throughout the Park Place office complex area.
- v. Monitor personnel traffic entering, exiting, and inside buildings.
- vi. Monitor activities in the main lobbies of buildings maintaining safety and security of BPA work areas.
- vii. Respond to emergency situations involving the Park Place office complex. Notify the BPA nurse for medical emergencies during normal business hours. This post shall be familiar with emergency evacuation procedures for the Park Place office complex buildings occupied by BPA personnel.
- viii. Verify identities of individuals entering BPA work areas as necessary. When necessary, remind BPA staff members to properly display their ID in accordance with established procedures. Immediately report uncooperative personnel to the Dittmer AMS who will notify the Contract Manager and OSCO via telephone.
- ix. Notify BPA Facilities using [web request](#) for Service Requests, FacilitiesOperationsCallCenter@bpa.gov email or call 360-418-2070 if problems exist with the doors.
- x. Maintain communications with the AMS (Ross Post 9) for the Ross Complex.

iv. EUGENE STARR COMPLEX SECURITY POSTS 1 and 2

i. General Information

- i. Two security posts (Celilo Post 1 and Celilo Post 2) are assigned for the Eugene C. Starr Complex, located in The Dalles, Oregon. These posts shall be manned by armed and uniformed security officers/supervisors. An Exception to this shall be for Celilo Post 1, which may be unarmed as allowed in section 13.b of this statement of work "Exceptions," but only during day shift hours while Celilo Post 2 is on duty as well. The unarmed status of Celilo Post 1 may not exceed 45 calendar days without approval of the COR.
- ii. A Security Supervisor shall be assigned to the complex, on duty from 0800 to 1600 and shall assume duties as either Celilo Post 1 or Celilo Post 2 in addition to performing supervisory duties. When Celilo Post 1 is occupied by an unarmed security officer, the Security Supervisor shall occupy Celilo Post 2.
- iii. All officers assigned to the Eugene Starr Complex shall be trained and capable of operating the various security systems, CCTV systems, and remotely controlled gates prior to assuming the post. All officers assigned to the Eugene Starr Complex shall possess a valid Non-Electrical Worker Energized Access Permit, required for entering energized areas.
- iv. All officers assigned to the Eugene Starr Complex shall be familiar with designated NERC CIP areas on the complex and access requirements associated with NERC CIP areas.
- v. Under the direction of OSCO, the Contractor shall establish Standard Operating Procedures (SOP) specific to the Eugene Starr Complex. These procedures shall facilitate compliance with BPA requirements and the operation of the security systems, CCTV systems, alarm response, operation of remotely controlled gates, and other systems as they are implemented. Vehicle inspections shall be conducted in accordance with approved SOPs.
- vi. Questions about physical security and access control policy shall be deferred to the South Region Physical Security Specialist or other OSCO Physical Security Specialists.

ii. Post Descriptions

i. Celilo Post 1

1. The primary responsibility of this post is to monitor access to the Starr Complex via access control systems and CCTV systems, address alarms associated with security systems and remotely operate gates as needed. This post may be temporarily unarmed (Day Shift Only) in accordance with Section 13.b of this statement of work to facilitate security officer licensing requirements.

ii. Celilo Post 2

1. The primary responsibility of this post is to conduct vehicle patrols, building foot patrols, incident response, vehicle inspections, and visitor access control. This post shall be assumed by the Security Supervisor.

iii. Designated Shifts

1. Celilo Post 1

- a. 24 hours per day, seven days per week and posted as follows:
- b. Shift One: 0800-1600
- c. Shift Two: 1600-0000
- d. Shift Three: 0000-0800

2. Celilo Post 2

- a. Posted 0800 – 1600, Monday through Friday, except holidays

iv. Post Duties

1. Officers shall perform the following:
2. Celilo Post 1
 - a. Act as the primary post to monitor physical access and security-related activity via CCTV systems.
 - b. Use established procedures for responding to emergency situations, alarm activations, suspicious activity, or criminal incidents. When necessary, dispatch Celilo Post 1 and contact the Wasco County Emergency Dispatch (911), to request response from outside agencies for situations at the Eugene Starr Complex. Notify the Contract Manager and OSCO when outside agencies are contacted to respond.
 - c. Respond as necessary to assist Celilo Post 2 in performing site-related duties or incident responses. Conduct patrols, access control, and assist as necessary for visitor access and vehicle inspections. Contact the AMS (Ross Post 9) prior to leaving this post to assist Celilo Post 2.
 - d. Maintain the Security Desk Blotter, listing security-related activity and information for a 24-hour time period. Formatting or content of specific blotter entries may be added or changed by OSCO.
 - e. Maintain communications with Ross Post 9 (AMS) through procedures established for communications checks.
 - f. Conduct random patrols throughout the complex (a minimum of one every three hours and no less than three patrols in an eight-hour shift).
 - g. Conduct vehicle inspections as applicable or directed by an OSCO Physical Security Specialist.
 - h. Respond to observed suspicious activity, as directed by the Security Supervisor or as reported by employees.
 - i. Respond to and investigate alarms on the complex.
 - j. Assist Celilo Post 2 as required.
 - k. Report suspicious activity to the Dittmer AMS. During shift two and shift three, after normal complex business hours, post shall report activity directly to local law enforcement in the event of an emergency and notify the Dittmer AMS as soon as practical.
 - l. Operate CCTV and alarm systems during certain hours as directed by the Security Supervisor. Notify the AMS (Ross Post 9) when leaving these systems unattended to conduct patrols.
3. Celilo Post 2, Supervisor
4. Serve as the immediate emergency security response to administrative and management staff at the complex and referring non-emergency contact to OSCO.
5. Perform functions such as standing post (Celilo Post 1 or Celilo Post 2), monitoring physical access and CCTV systems, and patrolling and responding to security incidents, other emergencies, or inspection of vehicles entering the complex as needed.
6. Ensure compliance with all applicable portions of this statement of work as well as requirements for NERC CIP designated areas.

7. Issue site specific temporary badges for visitors or employees who have forgotten their badge.
8. Ensure all security incidents are reported to the Contract Manager and OSCO immediately via telephone followed by an emailed electronic Security Incident Report.
9. Ensure Security Officer Reports and the daily Security Desk Blotter are accomplished in accordance with established directives.
10. Assist, relieve, and train officers as needed.
11. Perform other administrative functions such as, but not limited to, maintaining hard copies and/or electronic copies of Security Checklists, Standard Operating Procedures, Security Alerts, Termination Advisories, Call-Down Lists, Incident Reports, and Duty Officer Schedules. When necessary, record and maintain CCTV clips of security-related incidents that meet evidentiary requirements. Write and submit incident electronic reports when applicable.
12. Record information pertaining to false and nuisance alarms for security systems in accordance with established procedures. Report problems with alarm system or CCTV system hardware or software in accordance with established procedures.
13. When manned during BPA off duty hours, to include weekends and holidays this post shall provide a combination of patrol duties on the Eugene Starr Complex.

v. SECURITY SERVICE FOR MUNRO COMPLEX

- i. BPA's Munro Control Center (MCC) and Munro Alternate Scheduling Center (MSC), co-located in Mead, Washington, is a Tier I critical asset for the agency's ability to maintain electrical reliability and stability for the region

i. General Information

1. Standard security officer procedures shall apply to all Munro Complex security posts. Under the direction of OSCO, the Contractor shall establish OSCO approved procedures for monitoring the ingress and egress of commercial vehicles, visitors and vendors to ensure persons or vehicles travel only to their authorized destinations and exit the complex in a timely manner. Officers shall maintain entry logs and visitor access procedures, as well as radio and telephone communications between the various posts, supervisors, BPA visitor/vendor sponsors, the Contract Manager, and OSCO as needed. Posts directly supporting response to NERC CIP designated areas, or other critical assets, shall be familiar with the location of those areas, access requirements, and procedures for entry. All posts and patrols assigned to the Munro Complex shall be knowledgeable of building evacuation, shelter-in-place procedures, and other contingency procedures.
2. Under the direction of OSCO, the Contractor shall develop prescribed Standard Operating Procedures (SOP's) specific to the MCC/MS. These procedures shall facilitate compliance with BPA requirements and the operation of the security systems, CCTV systems, alarm response, operation of remotely controlled gates, and other systems as they are implemented.
3. MCC/MS shall have two (2) operational security posts (Munro Post 1 and Munro Post 2) to support the facility security posture. These posts shall be manned by armed and uniformed security officers. Questions about physical security and access control policy shall be deferred to the East Region Physical Security Specialist or other OSCO Physical Security Specialists.

ii. Munro Post 1, Munro Alarm Monitoring Station (AMS)

1. This post falls under the U.S. Department of Labor, Wage Determination category of Alarm Monitor.

2. Description of Post

- a. This post is located inside the Munro Scheduling Center facility, alternate Alarm Monitoring Station (AMS). This shall be a one-person post, occupied by an armed, uniformed security officer 24 hours per day, 7 days per week. The security officer shall be equipped and trained as necessary to perform the required security services.
- b. The primary responsibility of this post shall be to provide monitoring of security alarm systems associated with the Munro facility and BPA's NERC CIP facilities, to include associated CCTV systems and remote security systems at all hours and under all conditions (similar to Ross Post 9 & 10). This post shall be familiar with duties related to Ross Posts 9 and 10, providing backup for these posts when necessary. This post shall interact with local site and field personnel regarding access control and security issues following established procedures approved by OSCO relating to MCC/MSD as well as monitored field sites.

3. Designated Shifts

- a. This post shall be manned in three 8-hour shifts as follows:
 - i. Shift One: 0000 – 0800
 - ii. Shift Two: 0800 – 1600
 - iii. Shift Three: 1600 – 0000

4. Post Duties

- a. Officers shall perform the following:
- b. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
- c. Monitor security alarm systems and CCTV systems for all designated NERC CIP sites and facilities, in addition to the MSD/MSD. Assess and document alarm activity according to established SOP's.
- d. Maintain familiarity with all Ross Post 9 and Ross Post 10 duties. Provide backup as necessary for monitoring facilities and sites falling under the responsibility of Ross Post 9 and Ross Post 10.
- e. Use established SOP's and procedures for responding to emergency situations or alarm activations, to include those alarms associated with NERC CIP facilities. Dispatch appropriate patrols and contact the local regional emergency communications agency (911) to request response from outside agencies for situations at the MSD/MSD complex. The Security Supervisor, Contract Manager and OSCO shall be notified when outside agencies are contacted to respond.
- f. Notify local law enforcement, Security Supervisor, the Contract Manager, and OSCO in the event of suspicious or criminal activities in accordance with Standard Operating Procedures.
- g. Follow established procedures relating to NERC CIP sites and contact the appropriate BPA Control Center (Dittmer or Munro) in response to alarms or other emergency situations occurring at field sites.

- h. Respond to and electronically document alarms associated with NERC CIP sites and follow established response procedures. Documentation shall include alarm assessment, cause, name of subject (if applicable) and security status of site.
- i. Communicate with Munro Post 2 as needed to support daily security operations for MCC/MS. Communicate information to Munro Post 2 regarding any unusual or suspicious activity.
- j. Conduct periodic communication checks with Munro Post 2. Communications checks shall be conducted every hour. During increased threat levels, communications checks shall be conducted every 30 minutes. The frequency of communications checks may be changed by OSCO.
- k. Conduct communication checks with the Ross AMS. Communication checks shall be conducted hourly during non-duty hours to include weekends and holidays.
- l. Maintain the NERC CIP Security Desk Blotter, listing security-related activity for NERC CIP sites for a 24-hour time period. Formatting or content of specific blotter entries may be added or changed by OSCO. This blotter shall be electronically submitted daily to OSCO.
- m. Perform other administrative functions associated with the monitoring of NERC CIP sites such as, but not limited to, maintaining electronic and hard copies of Weekly Alarm Mask Outage Log, NERC Physical Security Perimeter (PSP) Alternate Access Log, Call-Down Lists, NERC Reports, and Duty Officer Schedules. Record and maintain CCTV clips and generate Video Clips of NERC CIP security-related incidents. Write and submit incident reports as applicable.
- n. Electronically Record information pertaining to false and nuisance alarms for NERC CIP security systems in accordance with established procedures. Report problems with alarm system or CCTV system hardware or software in accordance with established procedures.
- o. Assist with security system testing of BPA HQ, Ross Complex and Vancouver Mall locations, also support OSCO Physical Security Specialists during alarm system testing.
- p. Maintain familiarity with operating and sending emergency notifications through the Emergency Notification System (ENS).
- q. Perform a combination of alarm monitoring duties and Emergency Notification System duties associated with Continuity of Operations activities.
- r. When performing Continuity of Operations duties, Munro Post 1 shall coordinate with the Ross AMS when leaving post to ensure continuity of field site alarm system monitoring.

iii. Munro Post 2, Supervisor/Patrol

1. Description of Post

- a. The post shall be manned 24 hours per day 7 days a week.
- b. During below Weekday Day Shift duty hours this post shall be occupied by a supervisor who is armed and uniformed 12 hours per day, 5 days per week, with the exception of federal holidays. The Security Supervisor

shall be equipped and trained as necessary to perform the required supervisory and security services functions.

- c. The primary responsibility of this post is to support daily security officer operations for the MCC/MSC facility and shall also conduct foot/vehicle patrols, incident/alarm response, visitor access control, vehicle inspections, and shall ensure only authorized personnel obtain access through the perimeter of the facility using OSCO approved processes.
- d. This post shall remain highly visible in the area around MCC/MSC when not performing supervisory duties. This post shall refer questions about policy or process regarding access control, security issues, and daily security operations to the East Region Physical Security Specialist or other OSCO Physical Security Specialists.
- e. During BPA off duty hours, to include weekends and holidays this post shall provide a combination of AMS support activities including monitoring surveillance and alarm systems at NERC CIP and Non NERC CIP sites. This post shall also provide off duty hours patrol of the Munro Complex with primary focus in supporting NERC CIP site monitoring.

2. Designated Shifts

- a. This post shall be manned in 12-hour shifts as follows:
 - i. Day Shift: 0600 – 1800 (Week day Supervisor)
 - ii. NightShift: Off duty hours to include weekends and holidays this post will be manned by Security Officer performing patrol and AMS duties.

3. Post Duties

- a. Officers shall perform the following:
- b. Perform supervisory duties of security officers in accordance with this SOW as applicable to location.
- c. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies to Contract Manager, OSCO and send notification to BPA Service Tracking in accordance with established procedures.
- d. Process and screen visitors entering the complex in accordance with established procedures.
- e. Conduct vehicle inspections in accordance with established BPA requirements and current procedures approved by OSCO.
- f. Respond to and investigate alarms on the complex.
- g. Respond to suspicious activity as observed or dispatched, or as reported by employees.
- h. Assist Munro Post 1 as required.
- i. Report suspicious activity to Munro Post 1, the Contract Manager and OSCO.
- j. Inform all visitors firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor, or Contractor is carrying a weapon or other prohibited contraband, the officer shall act in accordance with established procedures. The officer shall not recommend any course of

action regarding the disposition, storage or security of the subject weapon or contraband. The incident shall immediately be reported to Munro Post 1 and OSCO.

4. Vehicle Barriers and Security Procedures

- a. During normal duty hours, 0600 – 1800 on weekdays, the outer facility vehicle gate shall remain open, unless otherwise directed by OSCO, or if emergency conditions arise warranting securing the outer gate. In such cases, Munro Post 1, and OSCO shall be advised immediately.
- b. The outer vehicle gate shall remain closed, requiring personnel to badge in for access during non-business hours including holidays.
- c. The inner vehicle gate shall remain closed at all times, requiring personnel with authorized access to badge at a card reader to operate the gate.
- d. Munro Post 2 shall issue access cards to visitors allowing operation of the gate after screening and access to the General Office Building.
- e. The inner automated vehicle gate for the MCC area shall remain closed at all times.
- f. Visitors requiring access to the MCC shall be processed according to established procedures at the main gate before proceeding to the MCC gate and meeting their BPA host at the MCC Main Entry.

vi. SECURITY OFFICER DEPLOYMENT

- i. Additional Security Services requested by BPA will be paid at the Armed Security Officer rate unless pre-approved by an OSCO representative. Armed Security Supervisors who fill an Additional Services deployment post will be paid at the Armed Security Officer rate during the deployment unless OSCO representatives make the determination that supervisory duties will be appropriate during the deployment.
- ii. Armed Security officers may be deployed to non-energized sites or may remain outside of energized facilities providing security in the event of increased threats, criminal activity or if substantial BPA assets require protection. Officers remaining outside of energized access areas during deployment are not required to hold BPA Non-Electrical Worker Permits.
- iii. Security officers may be requested to deploy within energized access areas to provide security in the event of increased threats, criminal activity or if substantial BPA assets require protection.
- iv. Security officers deployed within energized facilities are required to hold valid Contractor's Non Electrical Workers Permits, or other necessary permits, for energized facility access. To obtain this permit, each officer to be deployed to an energized facility **and** maintaining a Non-Electrical Worker Permit must meet all Substation Operations Group requirements for safety and training.
- v. All security officers shall be familiar with safety information outlined in this section. In addition, officers must perform requirements contained in the deployed security officer post orders outlined below.
- vi. Emergency and Non-Emergency Deployment
 - i. The Contractor may be asked to deploy security officers in situations arising from either 1) a credible and serious threat to a BPA facility, personnel, or resources, in the event OSCO determines a high likelihood of criminal activity could occur at a BPA site, or 2) when other activity such as an earthquake or other natural disaster potentially jeopardizes the BPA mission of providing electrical power. As directed by the CO, travel costs due to deployment outside of local areas where officers are assigned will be reimbursable in accordance with the Federal Travel Regulation (FTR). Travel cost

estimates must be submitted in writing electronically and approved by the COR or other OSCO Physical Security (Federal employee) representative in advance of actual travel.

ii. Notification

1. The Contractor will be notified in writing, e-mail, or phone of a pending security deployment. Deployment requests will be made verbally if a deployment is needed immediately. Notifications are authorized from the CO, COR, Chief Security Officer or Physical Security Representatives (Federal) within OSCO.

iii. Training

1. Security officers must complete BPA provided energized facility safety training prior to posting within an energized environment. The Contractor shall maintain an up to date list of security officers who hold current Contractor Non Electrical Worker Permits. The Contractor shall provide a copy of this list to the COR upon request.
2. Security officers must complete any training required to maintain certification for the Contractor Non Electrical Worker Permit and access to energized environments. Training shall be documented in electronic or hardcopy format by the Contractor and made available for to the COR upon request.

iv. Equipment

1. Contractor furnished equipment:
 - a. All normal duty gear including rain gear, and cold weather gear as needed.
 - b. Vehicle meeting the needs of the terrain and situation.
 - c. Cellular Telephone.
 - d. Portable Arming Barrel, or equivalent, safe procedure if arming/disarming is to occur on site.
 - e. Water as needed.
 - f. Other items deemed necessary by the Contractor or COR.

v. Post Duties

1. Officers deployed shall be armed. The Contractor shall comply with the post duties as provided by OSCO as coordinated with deployed site responsible official. Deviations from post duties require email or verbal approval in advance from an OSCO representative.
2. Upon arrival at an energized facility, the officer must follow BPA training for accessing an energized site.
3. Upon arrival to a field site, security officers must meet with the BPA Site Supervisor. If this is not possible, the officer must follow the direction of OSCO through the on-duty Security Supervisor.
4. If an intruder is discovered on site, security officers must attempt to control the situation in the safest manner possible. Security officers shall not pursue a suspect into an energized facility. If the intruder gains access to the energized yard and is non-compliant, security officers shall immediately notify the responsible AMS who will contact law enforcement for assistance and notify the appropriate Control Center. If an intrusion into an energized area is suspected, security officers shall notify the responsible AMS who will contact law enforcement for assistance and notify the appropriate Control Center. Security

officers shall take a position of cover allowing for observation of the facility and await the arrival of law enforcement.

5. Security Officer Reports (SOR's hardcopy or electronic) must be maintained noting the date and time of various patrol duties such as perimeter, building, or surrounding area checks. Security officers must maintain record of the time and reason for the departure from posts. Security officers must coordinate post departures with the responsible AMS.
6. At the end of shift, prior to departure, security officers must notify the appropriate AMS, and note the time of departure. Deployed security officers must maintain communication capability with the Responsible AMS unless circumstances, such as the remote location of the facility, prevent communications from the site.

vi. Discharge of Firearms

1. Officers shall avoid discharging a firearm in, around or near an energized facility unless no other alternative exists.
2. Officers shall not discharge liquid (Aerosol Self Defense spray) within the energized environment due to possible electrocution hazard.

vii. PERFORMANCE ASSURANCE

- i. The Contractor shall establish a performance assurance or quality assurance program ensuring personnel performing duties have the appropriate knowledge, skills, and abilities to perform the following:
 - i. Work in both corporate and industrial security functions
 - ii. Personnel are screened to meet the highest level of integrity to perform security-related duties
 - iii. Personnel are able to meet extensive background checks and security clearance standards
 - iv. Personnel meet appropriate physical capability/readiness levels associated with security-related duties
 - v. Personnel retention is addressed to maintain continuity of personnel and a low employee turnover rate.
 - vi. This performance assurance, or quality assurance, program may be a pre-existing program employed by the Contractor. The program must meet any additional specific requirements outlined within this statement of work.
 - vii. The Contract Manager shall ensure all BPA-specific elements of the Performance Assurance Program outlined below are met.
- ii. Training Elements
 - i. Job Task Analysis (JTA)
 1. A JTA shall be developed for all security posts within 90 calendar days of the award of the contract following the Oregon Department of Public Safety Standards and Training: "The Job Task Analysis (JTA) Process."
<http://www.oregon.gov/dpsst/at/docs/thejtprocess.pdf>
 2. JTA's shall be reviewed and updated a minimum of annually. Reviews shall be documented by the Contractor and documentation provided to the COR.
 3. The JTA shall provide the basis for contractor provided individual security post training as well as security post certifications.
- iii. Security Post Certifications

- i. The Contractor shall develop, review and or adapt methodology, requirements, documentation methods, and testing material to conduct initial security post certifications as well as annual (recurring) security post certification training specific to the BPA Security Services Contract implemented within 90 calendar days of the award of the contract.
 - ii. At a minimum, initial security post certifications shall include task knowledge/task performance certification based on the applicable security post JTA as well as written testing. This shall apply for new hires and existing security officers newly assigned to a security post.
 - iii. Annual security post certifications shall include at a minimum written knowledge testing of specific post procedures for all security officers posted. Similar posts may use the same quality control testing.
 - iv. Security post certification methodology shall be hierarchical and must be approved in advance by the COR.
- iv. Self-Assessments
 - i. The Contractor shall conduct annual self-assessments relating to security posts, post duties, and security training, security firearms training, and firearms safety.
 - ii. Self-assessments must identify findings, if applicable, and corrective actions.
 - iii. The Contractor shall track and follow-up on corrective actions in an effort to close identified findings.
 - iv. The Contractor shall notify the COR upon the initiation of a self-assessment and shall provide to the COR the written self-assessment report in an electronic format within 20 business days of assessment completion.
- v. Performance Testing
 - i. The Contractor shall develop methodology as part of their internal Quality Control Program to implement, document, and maintain performance testing (e.g. alarm response performance tests and limited scope performance tests) for the security force carried out by Contractor assigned personnel: Contract Manager, Contract Quality Control personnel or designated security supervisors.
 - ii. Performance testing methodology shall include an applicable safety plan which shall be approved in advance by the COR before implementation.
 - iii. Performance testing methodology shall be finalized for approval within 120 calendar days following award of the contract.
 - iv. Once finalized and implemented, written records of performance testing shall be forwarded to the COR.
 - v. Limited Scope Performance testing shall be performed a minimum of twice a month and documented. Documentation shall include evaluation criteria/objectives, results, and corrective actions needed, if applicable.

viii. **PERFORMANCE EVALUATIONS**

- i. The CO and COR shall meet with Contractor senior personnel assigned to support the contract in-person or via phone not less than annually to discuss results of BPA quality control findings and overall performance.
- ii. The Contractor shall provide a plan for corrective actions within 5 calendar days following notification from the CO or COR of corrective action, poor performance or failure to perform. The Contractor must provide information on actions to be taken and expected completion date and notification when corrective actions are completed.

APPENDIX 1 – SUBCONTRACTING PLAN

The approved full text subcontracting plan is located in the official file. This page is intentionally left blank.

APPENDIX 2 – COLLECTIVE BARGAINING AGREEMENT

The full text collective bargaining agreement, signed 8/19/2019, is located in the official file. This page is intentionally left blank.

UNITED STATES
GOVERNMENT

CONTRACT



E-Mail Invoice To: ajreiter@bpa.gov

Contract : 00080004
Release :
Page : 1

Vendor:
INTER-CON SECURITY SYSTEMS INC
210 SOUTH DE LACEY AVE
PASADENA CA 91105

Please Direct Inquiries to:

CODY L. RODRIGUEZ
Title: CONTRACT SPECIALIST
Phone: 503-230-4262
E-Mail: clrodriguez@bpa.gov

Attn: MATTHEW REESER

Contract Title: BPA SECURITY SERVICES

Total Value : (b) (4)
Pricing Method: FIRM FIXED PRICE
Performance Period: 09/01/18 - 09/30/20

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

(b) (6)
Contractor Signature
Neil Martau, Chief Administrative Officer
Printed Name/Title
1/9/20
Date Signed

(b) (6)
BPA Contracting Officer
1/9/2020
Date Signed

Title : OPTION PERIOD 1 PRICE ADJUSTMENT
Modification: 004
Modified Performance Period: -
Modification Value: (b) (4)
Pricing Method :

MODIFICATION/REVISION CONTINUATION PAGE

Page 2 of 110

I. MUST CHECK ONE

<input type="checkbox"/>	A. THIS CHANGE ORDER OR OTHER UNILATERAL CHANGE IS ISSUED PURSUANT TO: <i>(Specify authority)</i>
<input type="checkbox"/>	B. ADMINISTRATIVE CHANGE SET FORTH IN ITEM II: <i>(Such as typographical errors, funding data, etc.)</i>
<input checked="" type="checkbox"/>	C. THIS CONTRACTUAL MODIFICATION IS ISSUED PURSUANT TO: <i>(Specify authority)</i> BPI 10-4 Fair Labor and Service Contract Labor Standards – Price Adjustment and 28-6 Changes

II. DESCRIPTION OF MODIFICATION/REVISION

The purpose of this modification is to increase contract prices due to cost increases resulting in CBA changes, previous scope changes resulting in increased contractor costs and formula errors in previous contractor modification submissions resulting in unintended contractor price rates. In addition, this modification corrects errors in schedule of pricing totals introduced by modification 003. Changes are made bilaterally in accordance with BPI 10-4 Fair Labor and Service Contract Labor Standards – Price Adjustment and 28-6 Changes. The following changes are made by this modification:

- A. An error was identified in the schedule of prices created by modification 003 within the Base and Exercised Options Total and Base and All Options Total, which did not reflect accurate values. The correct Base and Exercised Options Total value for modification 003 is (b) (4). The correct Base and All Options Total value for modification 003 is (b) (4).
- B. Option Periods 1 - 4 prices are increased by (b) (4).
- C. As a result of the changes stated above, the contract Base and Exercised Options Total is increased by (b) (4).
- D. No additional changes are made by this modification. All other terms and conditions remain unchanged and in full effect.

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UNIT 1 — COMMERCIAL

CONTRACT-BASIC TERMS (28-1.1) (MAR 2018)(BPI 28.3.4(A))

- (a) This is a Firm Fixed Price (FFP) contract for eleven months with options to extend for four pre-priced one-year option periods. By signing the contract cover page, Bonneville and the Contractor agree, subject to the attached terms and conditions, the Contractor shall sell to Bonneville the services identified herein at the prices set forth in the Schedule of Pricing.
- (b) This contract shall become effective upon receipt of the signed 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))

The contractor shall provide the services at the prices identified in accordance with the Statement of Work (SOW). Contract Line Item Numbers (CLINs) 0001 – 0005 and corresponding option period CLINs are FFP. CLINs 0006 – 0008 and corresponding option period CLINs are T&M based on actual costs. The Contractor submitted cost estimates must be submitted to and approved by the COR in advance.

Contract extension in accordance with BPI Clause 7-39 Option to Extend Services is based on the schedule of prices.

CLIN	Description	Unit	Quantity	Unit Price	Price
Base Period: 11/1/2018 - 09/30/2019					
0001	Headquarters Complex Security Posts; 11/1/2018 - 09/30/2019				
0002A	Ross Complex Security Posts; 11/1/2018 - 01/31/2019				
0002B	Ross Complex Security Posts; 02/1/2019 - 09/30/2019				
0003	Park Place Complex Security Posts				
0004	Eugene Starr Complex Security Posts				
0005	Munro Complex Security Posts				
0006	Deployment and Urgent Security Services OR				
0006A	Security Officer, Unarmed – Standard Rate				
0006B	Security Officer, Armed – Standard Rate				
0006C	Security Officer, Supervisor – Standard Rate				
0006D	Alarm Monitor – Standard Rate				
0006E	Security Officer, Unarmed – Overtime Rate				
0006F	Security Officer, Armed – Overtime Rate				
0006G	Security Officer, Supervisor – Overtime Rate				
0006H	Alarm Monitor – Overtime Rate				
0007	Deployment and Urgent Security Services WA				

(b) (4)

CLIN	Description	Unit	Quantity	Unit Price	Price
0007A	Security Officer, Unarmed – Standard Rate	(b) (4)			
0007B	Security Officer, Armed – Standard Rate				
0007C	Security Officer, Supervisor – Standard Rate				
0007D	Alarm Monitor – Standard Rate				
0007E	Alarm Monitor, Supervisor – Standard Rate				
0007F	Security Officer, Unarmed – Overtime Rate				
0007G	Security Officer, Armed – Overtime Rate				
0007H	Security Officer, Supervisor – Overtime Rate				
0007I	Alarm Monitor – Overtime Rate				
0007J	Alarm Monitor, Supervisor – Overtime Rate				
0008	Travel Costs IAW FTR				
Option Period 1: 10/1/2019 - 9/30/2020					
1001	Headquarters Complex Security Posts 10/1/2019 – 11/30/2019	(b) (4)			
1002	Ross Security Posts 10/1/2019 – 11/30/2019				
1003	Park Place Security Posts 10/1/2019 – 11/30/2019				
1004	Eugene Starr Complex Security Posts 10/1/2019 – 11/30/2019				
1005	Munro Security Posts 10/1/2019 – 11/30/2019				
1006	Deployment and Urgent Security Services OR				
1006A	Security Officer, Unarmed – Standard Rate 10/1/2019 – 11/30/2019				
1006B	Security Officer, Armed – Standard Rate 10/1/2019 – 11/30/2019				
1006C	Security Officer, Supervisor – Standard Rate 10/1/2019 – 11/30/2019				
1006D	Alarm Monitor – Standard Rate 10/1/2019 – 11/30/2019				
1006E	Security Officer, Unarmed – Overtime Rate 10/1/2019 – 11/30/2019				
1006F	Security Officer, Armed – Overtime Rate 10/1/2019 – 11/30/2019				
1006G	Security Officer, Supervisor – Overtime Rate 10/1/2019 – 11/30/2019				
1006H	Alarm Monitor – Overtime Rate 10/1/2019 – 11/30/2019				
1006I	Security Officer, Unarmed – Standard Rate 12/1/2019 – 9/30/2020				
1006J	Security Officer, Armed – Standard Rate 12/1/2019 – 9/30/2020				
1006K	Security Officer, Supervisor – Standard Rate 12/1/2019 – 9/30/2020				
1006L	Alarm Monitor – Standard 12/1/2019 – 9/30/2020				

CLIN	Description	Unit	Quantity	Unit Price	Price
1006M	Security Officer, Unarmed – Overtime Rate 12/1/2019 – 9/30/2020				
1006N	Security Officer, Armed – Overtime Rate 12/1/2019 – 9/30/2020				
1006O	Security Officer, Supervisor – Overtime Rate 12/1/2019 – 9/30/2020				
1006P	Alarm Monitor – Overtime Rate 12/1/2019 – 9/30/2020				
1007	Deployment and Urgent Security Services WA				
1007A	Security Officer, Unarmed – Standard Rate 10/1/2019 – 11/30/2019				
1007B	Security Officer, Armed – Standard Rate 10/1/2019 – 11/30/2019				
1007C	Security Officer, Supervisor – Standard Rate 10/1/2019 – 11/30/2019				
1007D	Alarm Monitor – Standard Rate 10/1/2019 – 11/30/2019				
1007E	Alarm Monitor, Supervisor – Standard Rate 10/1/2019 – 11/30/2019				
1007F	Security Officer, Unarmed – Overtime Rate 10/1/2019 – 11/30/2019				
1007G	Security Officer, Armed – Overtime Rate 10/1/2019 – 11/30/2019				
1007H	Security Officer, Supervisor – Overtime Rate 10/1/2019 – 11/30/2019				
1007I	Alarm Monitor – Overtime Rate 10/1/2019 – 11/30/2019				
1007J	Alarm Monitor, Supervisor – Overtime Rate 10/1/2019 – 11/30/2019				
1007K	Security Officer, Unarmed – Standard Rate 12/1/2019 – 9/30/2020				
1007L	Security Officer, Armed – Standard Rate 12/1/2019 – 9/30/2020				
1007M	Security Officer, Supervisor – Standard Rate 12/1/2019 – 9/30/2020				
1007N	Alarm Monitor – Standard Rate 12/1/2019 – 9/30/2020				
1007O	Alarm Monitor, Supervisor – Standard Rate 12/1/2019 – 9/30/2020				
1007P	Security Officer, Unarmed – Overtime Rate 12/1/2019 – 9/30/2020				
1007Q	Security Officer, Armed – Overtime Rate 12/1/2019 – 9/30/2020				
1007R	Security Officer, Supervisor – Overtime Rate 12/1/2019 – 9/30/2020				
1007S	Alarm Monitor – Overtime Rate 12/1/2019 – 9/30/2020				
1007T	Alarm Monitor, Supervisor – Overtime Rate 12/1/2019 – 9/30/2020				
1008	Travel Costs IAW FTR				
1009	Headquarters Complex Security Posts 12/1/2019 – 9/30/2020				

CLIN	Description	Unit	Quantity	Unit Price	Price
1010	Ross Security Posts 12/1/2019 – 9/30/2020	(b) (4)			
1011	Park Place Security Posts 12/1/2019 – 9/30/2020				
1012	Eugene Starr Complex Security Posts 12/1/2019 – 9/30/2020				
1013	Munro Security Posts 12/1/2019 – 9/30/2020				
1014	Cost Reimbursement for October and November 2019 Price Adjustment				
Option Period 2: 10/1/2020 - 9/30/2021					
2001	Headquarters Complex Security Posts	(b) (4)			
2002	Ross Security Posts				
2003	Park Place Security Posts				
2004	Eugene Starr Complex Security Posts				
2005	Munro Security Posts				
2006	Deployment and Urgent Security Services OR				
2006A	Security Officer, Unarmed – Standard Rate				
2006B	Security Officer, Armed – Standard Rate				
2006C	Security Officer, Supervisor – Standard Rate				
2006D	Alarm Monitor – Standard Rate				
2006E	Security Officer, Unarmed – Overtime Rate				
2006F	Security Officer, Armed – Overtime Rate				
2006G	Security Officer, Supervisor – Overtime Rate				
2006H	Alarm Monitor – Overtime Rate				
2007	Deployment and Urgent Security Services WA				
2007A	Security Officer, Unarmed – Standard Rate				
2007B	Security Officer, Armed – Standard Rate				
2007C	Security Officer, Supervisor – Standard Rate				
2007D	Alarm Monitor – Standard Rate				
2007E	Alarm Monitor, Supervisor – Standard Rate				
2007F	Security Officer, Unarmed – Overtime Rate				
2007G	Security Officer, Armed – Overtime Rate				
2007H	Security Officer, Supervisor – Overtime Rate				
2007I	Alarm Monitor – Overtime Rate				
2007J	Alarm Monitor, Supervisor – Overtime Rate				
2008	Travel Costs IAW FTR				
Option Period 3: 10/1/2021 - 9/30/2022					
3001	Headquarters Complex Security Posts	(b) (4)			

CLIN	Description	Unit	Quantity	Unit Price	Price		
3002	Ross Security Posts	(b)	(4)				
3003	Park Place Security Posts						
3004	Eugene Starr Complex Security Posts						
3005	Munro Security Posts						
3006	Deployment and Urgent Security Services OR						
3006A	Security Officer, Unarmed – Standard Rate						
3006B	Security Officer, Armed – Standard Rate						
3006C	Security Officer, Supervisor – Standard Rate						
3006D	Alarm Monitor – Standard Rate						
3006E	Security Officer, Unarmed – Overtime Rate						
3006F	Security Officer, Armed – Overtime Rate						
3006G	Security Officer, Supervisor – Overtime Rate						
3006H	Alarm Monitor – Overtime Rate						
3007	Deployment and Urgent Security Services WA						
3007A	Security Officer, Unarmed – Standard Rate						
3007B	Security Officer, Armed – Standard Rate						
3007C	Security Officer, Supervisor – Standard Rate						
3007D	Alarm Monitor – Standard Rate						
3007E	Alarm Monitor, Supervisor – Standard Rate						
3007F	Security Officer, Unarmed – Overtime Rate						
3007G	Security Officer, Armed – Overtime Rate						
3007H	Security Officer, Supervisor – Overtime Rate						
3007I	Alarm Monitor – Overtime Rate						
3007J	Alarm Monitor, Supervisor – Overtime Rate						
3008	Travel Costs IAW FTR						
Option Period 4: 10/1/2022 - 9/30/2023							
4001	Headquarters Complex Security Posts	(b)	(4)				
4002	Ross Security Posts						
4003	Park Place Security Posts						
4004	Eugene Starr Complex Security Posts						
4005	Munro Security Posts						
4006	Deployment and Urgent Security Services OR						
4006A	Security Officer, Unarmed – Standard Rate						
4006B	Security Officer, Armed – Standard Rate						
4006C	Security Officer, Supervisor – Standard Rate						
4006D	Alarm Monitor – Standard Rate						
4006E	Security Officer, Unarmed – Overtime Rate						
4006F	Security Officer, Armed – Overtime Rate						

CLIN	Description	Unit	Quantity	Unit Price	Price
4006G	Security Officer, Supervisor – Overtime Rate	HR	(b) (4)		
4006H	Alarm Monitor – Overtime Rate	HR			
4007	Deployment and Urgent Security Services WA				
4007A	Security Officer, Unarmed – Standard Rate	HR			
4007B	Security Officer, Armed – Standard Rate	HR			
4007C	Security Officer, Supervisor – Standard Rate	HR			
4007D	Alarm Monitor – Standard Rate	HR			
4007E	Alarm Monitor, Supervisor – Standard Rate	HR			
4007F	Security Officer, Unarmed – Overtime Rate	HR			
4007G	Security Officer, Armed – Overtime Rate	HR			
4007H	Security Officer, Supervisor – Overtime Rate	HR			
4007I	Alarm Monitor – Overtime Rate	HR			
4007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
4008	Travel Costs IAW FTR				
Transition Option: 9/1/2018 - 10/31/2018					
5001	Physical Security Transition Services	MO	(b) (4)		
		Base a			

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	email: VendorMaintenance@bpa.gov
PO Box 491	phone: 360-418-2800
ATTN: NSTS-MODW Vendor Maintenance	fax: 360-418-8904
Vancouver, WA 98666-0491	
- (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: Travel Costs in accordance with the Federal Travel Regulations.
 - (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: None.
- (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 491
 ATTN: NSTS-MODW Vendor Maintenance
 Vancouver, WA 98666-0491

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:

- (k) within a reasonable time after the defect was discovered or should have been discovered; and
- (l) 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.

DISPUTES (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.

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 15-11)
 - (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; or
 - (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 –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) 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.
 - (iii) 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.
 - (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) 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)

- (d) 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.

UNIT 2 – OTHER CLAUSES

RESTRICTION ON COMMERCIAL ADVERTISING (3-9) **(MAR 2018) (BPI 3.5.2)**

The Contractor agrees that without the Bonneville Power Administration's (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2) **(MAR 2018)(BPI 5.1.4 (B))**

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will 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 to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor's own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;
- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

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 advance written notice to the Contractor within 60 calendar days.

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 advance written notice to the Contractor within 60 calendar days; provided that Bonneville gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar 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 5 years and 7 months.

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

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

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

- (a) Definitions. As used in this clause-
 - "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 - "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 - "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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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.

(i) 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.

(j) 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.

(k) 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.

(l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.

(m) 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.

- (n) 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.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) 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.
- (q) 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.
- (r) 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.
- (s) 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.
- (t) 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 by reference into the contract, and are identified as follows:

Wage Determination	Revision #	Revision Date	State	County
CBA-2015-7941	2	12/11/2018	OR	Statewide
CBA-2015-7942	2	12/11/2018	WA	Statewide

EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
 - (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
 - (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
 - (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
 - (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.

- (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**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.

“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.

“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.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"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 suspension/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.

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.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

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

- (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.

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:
 - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program(Bonneville Policy 434-1),
 - (10)Business Use of Bonneville Technology Services (BPAM Chapter 1110),

- (11) Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12) Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13) Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14) Preservation of property (41 CFR § 102-74.380),
 - (15) Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16) Disturbances (41 CFR § 102-74.390),
 - (17) Gambling Prohibited (41 CFR § 102-74.395),
 - (18) Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19) Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20) Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21) Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

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.

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)

- (a) 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.
- (b) 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.
- (c) 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.

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 (16-8)
(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 \$2,000,000 per occurrence.
- (c) Excess / Umbrella general liability insurance of at least \$5,000,000
- (d) 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.
- (e) 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.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("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 as contemplated by the terms of this contract. 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 this

contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor'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 earliest of any termination of this contract or the Contractor's written request.

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.

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

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.

(b) (4), (b) (6)

UNIT 4 — STATEMENT OF WORK

- A) General Information
 - 1) Introduction
 - 2) Background
 - 3) Place of Performance
 - 4) Government-Furnished Materials and Equipment
 - 5) Contractor-Furnished Materials and Equipment
 - 6) Federal Holidays
 - 7) Acronym Definitions
 - 8) Documentation
- B) Work and Service Requirements
 - 1) General Requirements
 - 2) Security Clearance Requirements
 - 3) Required Documentation Prior to Award
 - 4) Standard Operating Procedures
 - 5) Certifications and Credentials
 - 6) Contractor Furnished Training
 - 7) Contract Employee Requirements
 - 8) Duties of the Contractor
 - 9) Weapons Requirements
 - 10) Company Representatives and Supervision
 - 11) Security Supervisor Procedures And Duties
 - 12) General Security Officer Conduct
 - 13) Deliverables and Performance
 - 14) Shift and Post Requirement
 - 15) Safety Requirements
- C) Security Service for the BPA Headquarters Complex
- D) Security Service for the Ross Complex
- E) Security Service for the BPA Park Place Leased Office Complex
- F) Security Service for the Eugene Starr Complex
- G) Security Service for the Munro Complex
- H) Security Service Deployment to Energized Facilities
- I) Performance Assurance
- J) Performance Evaluation

A) GENERAL INFORMATION

1) INTRODUCTION

- a. This Statement of Work is for the acquisition of armed security officer services (protective force) at the Bonneville Power Administration (BPA) Headquarters in Portland, Oregon; Ross Complex, located in Vancouver, Washington; Eugene Starr Complex, located in The Dalles, Oregon; Munro Complex in Mead, Washington; and other BPA facilities or properties as security needs arise.
- b. The services provided are commensurate with the duties of a Guard I (limited use of Guard I), Guard II and Alarm Monitor as defined under the Protective Service Occupations category of the Department of Labor (DOL) document titled, "Service Contract Act Directory of Occupations." Therefore, services offered by the Contractor must stipulate use of Guard I and Guard II, and Alarm Monitor personnel exclusively. Any employment of Guard I personnel during the performance of the contract other than that specified in the Statement of Work and allowed by the temporary exception outlined in section 13.b, Certifications and Credentials or authorized by the CO or COR prior to the posting occurring, may be considered grounds for termination for default.
- c. This Statement of Work (SOW) is for the sole use of the security services provider (Contractor) and Bonneville Power Administration in order to administer this security services contract. All information, procedures, requirements, instructions and descriptions of duties contained in the SOW shall be protected from unauthorized disclosure, distribution, copying, other duplication, electronic transmission, and any other form of unauthorized use. This SOW shall not be provided in part or in full to any person, company, agency, representative or any other element without the express written consent of the Contracting Officer. This document is identified as Critical Information. Under BPA's Information Protection Guidance, it is not required to be marked; however, controlled distribution and information security protections are required.
- d. The execution of this SOW will be under the supervision of the Bonneville Power Administration's (BPA's) Office of Security and Continuity of Operations (OSCO), under the direction of the Chief Security and Continuity Officer (CSCO).

2) BACKGROUND

- a. The Bonneville Power Administration (hereinafter referred to as "BPA") is a federal agency, within the U.S. Department of Energy, that markets wholesale electrical power and operates and markets transmission services in the Pacific Northwest. The wholesale electrical power marketed by BPA comes from 31 federal hydro projects in the Columbia River Basin, one nonfederal nuclear plant and several other small nonfederal power plants. BPA's customers include publicly owned and investor-owned utilities, as well as some large industries. BPA also sells or exchanges power with utilities in Canada and the Western United States. Revenue earned by BPA helps it fulfill public responsibilities that include low-cost and reliable power and investments in energy conservation and renewable resources.
- b. As a major provider of electrical power throughout the Pacific Northwest, BPA's resources are critical to the agency continuing to meet its mission essential function, providing Federal power to load in a reliable manner. As such, BPA is required to develop and implement security strategies to protect critical infrastructure, key resources, and personnel to ensure the accomplishment of BPA's mission. The intent of these strategies are to prevent the exploitation, incapacitation, or destruction of BPA's infrastructures and resources. Accordingly, BPA's hydro-electric grid is identified as critical to the economic prosperity, national defense, and quality of life of the United States. Therefore, BPA seeks a partnership with a security provider who is equipped and prepared to play a vital role in supporting the protection of BPA's portion of the nation's critical energy infrastructure.

3) PLACE OF PERFORMANCE

- a. The Contractor shall provide security officer services at the BPA's facilities at the following locations:
- b. BPA Headquarters building, located at 905 NE 11th Avenue, Portland, OR 97232
- c. BPA Ross Complex, located at 5411 NE Highway 99, Vancouver, Washington 98663

- d. Eugene Starr Complex, located in The Dalles, Oregon
- e. Munro Complex, located in Mead, Washington
- f. Other locations within the BPA Regional Service Area as deemed necessary by BPA

4) GOVERNMENT-FURNISHED MATERIALS AND EQUIPMENT

- a. BPA will provide facilities, workstations, computers, printers, and other associated equipment for security officer and security supervisor use.
- b. BPA will provide maps, floor plans and information to build security operating procedures to the Contractor as needed for distribution to appropriate posts and personnel. The Contractor must maintain these materials in the post books. The Contractor must protect this information in accordance with BPA Information Protection Program standards.
- c. BPA will provide a copy of the Emergency Procedures and any call-out rosters, which the Contractor shall maintain at each site. These documents shall be protected in accordance with BPA Information Protection Program standards.

5) CONTRACTOR-FURNISHED MATERIALS AND EQUIPMENT

- a. The Contractor shall furnish all training, quality control, personnel, uniforms, equipment, materials, and supervision to maintain physical security for BPA Headquarters, Ross Complex, Eugene Starr Complex, Munro Complex, employees, and visitors.
- b. The Contractor shall provide the following items of operational equipment:
 - i. One hand-held portable public address system with batteries at HQ, Ross, Eugene Starr and Munro locations
 - ii. One hand-held, battery-operated spotlight with batteries at each complex, HQ, Ross, Eugene Starr and Munro
 - iii. Sufficient communications equipment, to maintain contact with security officers and BPA Local Facilities personnel.
 - iv. One (1) 800 MHz capable hand held radio on each security post. Additionally, base stations compatible with regional emergency services communications systems shall be provided for Headquarters Post 1, , Ross Dittmer AMS, Ross Post 2, (CSB) and Munro AMS.
- c. The Contractor shall furnish Vehicles to meet SOW requirements. Information on vehicles being considered must be submitted to and approved by the BPA OSCO COR prior to use in performance of this contract. Consideration for the selection of patrol vehicles shall include area inclement weather conditions, operating terrain, fuel economy, vehicle purpose, etc. Vehicles designated for deployment purposes must take into account that BPA deployment locations include remote locations accessed via fire roads, and Right of Way access roads that require ability to operate off hardened road surfaces. Any exceptions, changes, or modifications to vehicle requirements during the contract must be approved in advance by the COR and/or CO. Refer to Federal Standard 307 for further guidance
 - i. BPA Headquarters.
 - (a) No vehicles are required
 - ii. Ross Complex
 - (a) Three Vehicles, Two for patrol and one for supervision.
 - (b) All are to be AWD or 4x4
 - (c) Est. Mileage for patrol vehicles 22,000 each, per year
 - (d) Est. Mileage for supervisor vehicle: 35,000 Per year.
 - iii. Park Place office complex
 - (a) One vehicle for patrol duties.

- (b) Est. Mileage: 7,000 miles per year
- iv. Eugene Starr Complex
 - (a) One vehicle for patrol use
 - (b) AWD or 4-wheel drive, compact, extended cab pickup truck or SUV.
 - (c) Est. Mileage: 30,000 Per year
- v. Munro Complex
 - (a) One vehicle for patrol use.
 - (b) AWD or 4-wheel drive, compact, extended cab pickup truck or SUV
 - (c) Est. Mileage: 30,000 Per year
- vi. Spare Deployment Vehicles
 - (a) Two spare vehicles shall be available at all times for emergency deployments to various BPA facilities or higher threat conditions. One of the spare vehicle may be located at the Eugene Starr Complex.
 - (b) AWD or 4-wheel drive, compact, extended cab pickup truck or SUV.
 - (c) Est. Mileage 6,000 per year.
- vii. Vehicle equipment
 - (a) The color of the patrol vehicles shall be consistent with security or law enforcement-type vehicles. Doors on each side of the vehicles shall be marked " Security". In addition to other items deemed necessary by the Contractor, the Contractor must equip vehicles as follows:
 - (b) Light bar with flashing amber lights
 - (c) Spot light (mounted, remotely operated or hand-held portable)
 - (d) Spare tire and tools
 - (e) Traction devices or tires
 - (f) First Aid kit with protective gloves and medical waste receptacle
 - (g) Emergency Road Kit using LED or reflective emergency markers
 - (h) Vehicle mounted radio compatible with regional emergency services communications systems
 - (i) A,B,C Fire extinguisher
- d. Uniform and Equipment
 - i. Uniforms shall be of professional appearance, color-coordinated police/security style uniforms that are standard issue by the Contractor and worn by all security officers and security supervisors. The uniforms for security officers and security supervisors assigned to the Eugene Starr Complex may be a tactical uniform (e.g. – 5.11 Tactical Series or similar) in the color of Khaki. Officers required to have a Non Electrical Worker Access Permit to energized areas must be provided uniforms meeting NFPA requirements for Arc Flash and Energized yard environments as listed in the BPA Accident Prevention Manual and Rules of Conduct Handbook.
 - ii. The following items of clothing and equipment shall be issued to and placed in the care and custody of each employee. Adjustments or changes to these requirements must be approved in advance by the COR.
 - iii. Rain and cold weather gear as required with high visibility security identification located on the front and back.

- iv. A name tag that is professional in appearance with the first initial and last name of the officer to be worn in a consistent location on the uniform.
 - v. Duty belt with minimum level 3 retention holster, similar to what Law Enforcement agencies currently use, requiring two separate actions to release retentions and draw the weapon. ex: an SSL sleeve or thumb break combined with a rocking motion, magazine pouch, handcuff pouch, and other equipment approved in advance by the COR.
 - vi. Black security or police style duty boots or shoes. Tan security or police style duty boots may be issued for use with Eugene Starr uniforms if khaki color uniforms are selected.
 - vii. Officers holding an energized access permit must be provided appropriate foot gear as listed in the BPA Accident Prevention Manual Section A-2 which is as follows: Lace-up, over the ankle leather boots with rigid sole and heel meeting ASTM F 2413-11 with an EH Rating or ASTM F 2413-05, Class 75 with EH rating
 - viii. Professional Looking full finger black gloves lined with cut resistant material that meets 29 CFR part 1910 subpart I App B and ANSI / ISEA 105-2016 such as Law Enforcement agencies would provide to LE Officers for cut protection.
 - ix. Whistle
 - x. Security Officer badge meeting requirements of state laws where performing duty to be worn on the most exterior article of clothing(i.e. uniform shirt, uniform jacket, rain gear or cold weather clothing)
 - xi. Gender specific ballistic body armor meeting U.S. Department of Justice National Institute of Justice Standard 0101.06, Classification Type II-A. and meeting OSHA Standard 1910.132
 - xii. Sufficient numbers of uniform pants, short sleeve shirts, and long sleeve shirts for each officer to maintain uniform cleanliness and professional appearance.
 - xiii. Security/law enforcement style all weather jacket, with high visibility security identification on front and back affording access to their issued duty weapon.
 - xiv. Aerosol Defensive spray and carrying pouch of the type and potency that local LE and/or local security companies carry.
- e. At a minimum, the following items of equipment shall be provided to employees for each shift. Additional items deemed necessary by the Contractor must be approved by the COR:
- i. Handcuffs and handcuff key
 - ii. Aerosol Defensive Spray
 - iii. Flashlight similar to the type Law Enforcement use, capable of being operated with one hand (push button on/off) while using a duty weapon in a high stress environment
 - iv. Semiautomatic Handgun with similar characteristics and performance as Law Enforcement agencies use no less than 9mm
 - v. Ammunition meeting Law Enforcement performance characteristics, no less than 9mm in caliber
 - vi. two magazines, and one round for the chamber. Magazine capacity shall be the maximum allowed by law
 - vii. Handheld Radios compatible with regional emergency services communications systems
 - viii. The Contractor shall provide a secure, lockable cabinet sufficient for the secure storage of weapons at each arming/disarming point. Information pertaining to the proposed weapons storage cabinet shall be submitted to the COR for approval upon award of the contract
 - ix. The Contractor shall provide an approved bullet containment device for issuance of duty weapons at each arming point. Bullet containment devices must be placed in position so the muzzle of any weapon to be cleared is angled down and towards the floor

- x. All Contractor-provided equipment shall be appropriately marked and identified as belonging to the Contractor

6) FEDERAL HOLIDAYS

- a. Federal Holidays occurring on Saturdays are observed on the Friday prior, and Federal Holidays occurring on Sundays are observed on the Monday following, 5 U.S.C. 6103 and Office of Personnel Management guidance
- b. BPA observes the following Federal Holidays:
 - c. New Year's Day January 1st
 - d. Martin Luther King Day 3rd Monday in January
 - e. Washington's Birthday 3rd Monday in February
 - f. Memorial Day Last Monday in May
 - g. Independence Day July 4th
 - h. Labor Day 1st Monday in September
 - i. Columbus Day 2nd Monday in October
 - j. Veterans' Day November 11th
 - k. Thanksgiving Day 4th Thursday in November
 - l. Christmas Day December 25th

7) ACRONYM DEFINITIONS AND INFORMATIONAL LINKS

- a. Acronyms:
- b. BMS Room: Building Management System Room. BMS rooms at BPA house critical facilities operations equipment
- c. HSPD: Homeland Security Presidential Directive
- d. JTS Room: Joint Tenant Space. Data services and equipment rooms on each floor of BPA HQ, shared by GSA
- e. PACS: Physical Access Control Systems
- f. WSO: Weapons Safety Officer. A security officer or security supervisor who is knowledgeable, trained, and designated to oversee weapons issue and arming/disarming of personnel for shift change purposes

8) DOCUMENTATION

- a. Codified Federal Regulations (CFRs) www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl
<http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=41:3.1.1.3.22#41:3.1.1.3.22.3.326.3>
- b. DOE Order 470.4b, Appendix B, Section 1, "Facility Clearances and Registration of Safeguards and Security Activities," and Section 2 "Foreign Ownership, Control or Influence Programs (FOCI)." <https://www.directives.doe.gov/directives-documents/400-series/0470.4-BOrder-b-admchg1>
- c. Executive Order 12829
<http://www.archives.gov/isoo/policy-documents/eo-12829.html>
- d. HSPD-7
<http://www.dhs.gov/homeland-security-presidential-directive-7>
- e. HSPD-12
<http://www.dhs.gov/homeland-security-presidential-directive-12>
- f. NERC CIP Standard 006

- g. <http://www.nerc.com/standard006>
Oregon Department of Safety, Standards, and Training (Oregon DPSST)
- h. <http://www.oregon.gov/DPSST/PS/pages/index.aspx>
Oregon Revised Statutes
- i. <http://www.leg.state.or.us/ors/>
Privacy Act 1974
- j. <http://www.justice.gov/opcl/privstat.htm>
Revised Code of Washington (RCW)
- k. <http://apps.leg.wa.gov/rcw/>
SF 328
http://hss.doe.gov/HQSecOp/foreign_ownership/FOCI_SF328_INSTRUCTIONS.pdf
<http://www.gsa.gov/portal/forms/download/116246>
- l. U.S. Department of Justice National Institute 0101.06
- m. NIJ Standard-0101.06 for Ballistic-Resistance of Body Armor and NIJ Standard-0115.00 for Stab-Resistance of Body Armor
- n. Washington State Criminal Justice Training commission (WSCJTC)
<https://fortress.wa.gov/cjtc/www/>
- o. Washington State Department of Licensing
<http://www.dol.wa.gov/business/securityguards/sggetarmed.html>
- p. 18 USC 793
<http://codes.lp.findlaw.com/uscode/18/l/37/793>
- q. 18 USC 794
<http://codes.lp.findlaw.com/uscode/18/l/37/794>

K) WORK AND SERVICE REQUIREMENTS

1) GENERAL REQUIREMENTS

- a. The overall purpose of this contract is to provide an estimated aggregate of approximately 97,688 annual hours of security officer services and approximately 15,776 annual hours of supervisory services for the BPA Headquarters, Ross Complex, Eugene Starr Complex, Munro Complex and other BPA facilities as addressed in this SOW. Additional security services may be requested by BPA for special events, increased security conditions, emergency services, etc. BPA projects requiring approximately 1,000 hours annually for additional security services on an as-needed basis for unforeseen situations.
- b. Security services include but are not limited to the following:
 - i. Armed guard services.
 - ii. Protection of employees, facilities and property.
 - iii. Access control, to include screening of visitors, vehicles, packages.
 - iv. Issuance of visitor badges and enforcement of BPA's ID badge policies.
 - v. Alarm Monitoring Station - operation and monitoring of security alarm systems and CCTV systems across geographically dispersed locations.
 - vi. Operation and monitoring of automated access controls.
 - vii. Observation and monitoring of building and fire warning systems and HVAC system warning panels and controls.

- viii. Response by Security Officers to Security Incidents occurring on BPA owned property.
 - ix. Vehicle patrols of BPA Property and leased space, and interior and exterior foot patrols at designated locations.
 - x. Application of compliance-based security requirements, to include maintenance of records associated with compliance requirements.
 - xi. Application of GSA building regulations.
 - xii. Interface with Federal Protective Service (FPS) and other law enforcement or emergency responders.
- c. BPA Headquarters
- i. The BPA Headquarters is a General Services Administration (GSA), seven-story office structure with three levels of underground parking. The BPA Headquarters building (905 building) and the adjacent 911 federal building comprise the Portland, OR Eastside Federal Complex. The 905 building contains administrative offices for approximately 1,500 federal employees and contractors and is located at 905 NE 11th Avenue, Portland, Oregon
 - ii. BPA partners with the Federal Protective Service (FPS) on security strategies for the Eastside Federal Complex. The FPS is responsible for the protection and security of federal GSA owned property and leased property. In general, FPS operations focus on security and law enforcement activities reducing vulnerability to criminal and terrorist threats. FPS protection and security operations include all-hazards based risk assessments; emplacement of criminal and terrorist countermeasures; law enforcement response; assistance to federal agencies through Facility Security Committees; and emergency and safety education programs
 - iii. FPS contracts security guard services for federal building access control, employee and visitor identification checks, security equipment monitoring, and roving patrols of the interior and exterior of federal property. Through memorandum of agreement, BPA's Office of Security and Continuity of Operations manages and contracts security services for the BPA HQ and works in cooperation with FPS to ensure security for the BPA HQ and Eastside Federal Complex meets both Department of Energy and GSA/DHS building security requirements
- d. BPA Ross Complex
- i. The BPA Ross Complex is located at 5411 NE Highway 99 in Vancouver, Washington. The Ross Complex is situated on a 250 acre industrial complex consisting of 55 individual buildings with approximately 1,100 employees and Contractors assigned. Functions associated with buildings on the Ross Complex include high voltage electrical power distribution, administrative offices, electrical control and dispatching center, auditorium, laboratories, oil pumps, shipping and receiving, storage, scales, gas station, welding and cutting shop, microwave radio transmission equipment, hazardous waste storage, transformer repair, computers, flammables and herbicide storage, and solar power
- e. Eugene Starr Complex
- i. The Eugene Starr Complex, located near The Dalles, Oregon, consists of high voltage substations, equipment maintenance shops and other related support facilities on an 850 acre parcel of land approximately one mile south of The Dalles, Oregon
- f. BPA Park Place Leased Space
- i. The BPA Park Place office complex consists of one or more office buildings leased by BPA and other tenants in Vancouver, Washington. Office space leased by BPA at the Park Place office complex changes as office space needs change within the agency
- g. Munro Complex

- i. located in Mead, WA and consists of the Munro Dispatch Center, Munro Scheduling Center, Bell Electrical Substation, Spokane District Maintenance Headquarters and various office spaces located on 66 acres.
- h. BPA's security force is comprised of numerous posts including stationary access control, vehicle inspection, visitor processing, alarm monitoring, and foot and vehicle patrols. The number, hours, and specific duties of these posts and positions are described in sections related to the posting requirements for each site.
- i. BPA reserves the right to assess security post needs and requirements as the security environment, contingency operations, and security requirements change for the agency. In doing so, BPA may elect to add, eliminate, or modify security posts, post duties, or post hours by bilateral contract modification

2) SECURITY CLEARANCE REQUIREMENTS

- a. At a minimum, at least one security supervisor on duty per shift at HQ during core hours (0600-1800) and one security supervisor at the Ross Complex during all shifts shall have a DOE L (SECRET) security clearance or the L clearance in progress following the award of the contract. The Contractor will submit a list of security supervisors that will be submitted for clearance requirements through BPA Personnel Security within 30 calendar days of contract award. BPA will coordinate with the Contractor to submit security supervisor names to obtain DOE L clearances for a sufficient number of security supervisors to meet the above expected BPA need. The Contractor must notify BPA immediately upon discovery of circumstances impacting the security clearance held by a contractor's employee assigned to the BPA Security Services Contract.
- b. Prior to being issued a Department of Energy (DOE) identification badge, employees of the Contractor must accomplish the appropriate Personal Identity Verification (PIV) documentation required under HSPD-12. The PIV process will occur through the Personnel Security organization within BPA's Office of Security and Continuity of Operations (OSCO), who will supply the Contractor the necessary information and forms for this process. Employees of the Contractor must use the issued DOE ID badge for entry into BPA facilities. Proximity cards may also be programmed and issued to security officers for access to other electronically controlled areas.
- c. Documentation of security practices and procedures (pertaining to personnel clearances and the training and reporting they are required to do if they hold a facility clearance and manage cleared personnel)

3) DOCUMENTATION REQUIRED PRIOR TO AWARD

- a. Prior to award of this contract, the Contractor shall furnish to the Contracting Officer:
 - i. A Certificate of Authority from the Corporate Division of the Oregon State Department of Commerce
 - ii. A Certificate of Authority from the Washington State Department of Commerce
 - iii. A Certificate of Good Standing from the state in which the firm is incorporated.
 - iv. A facility security clearance from HQ, U.S. Department of Energy pursuant to Executive Order 12829 or equivalent DOD FCL determination.
 - v. The Contracting Officer (CO), or designee (COR), will review the credentials of applicants proposed by the Contractor and reject any employee that, in the opinion of the Government, is not suitable for this contract. Under these circumstances, an appeals process will be provided to the Contractor.

4) STANDARD OPERATING PROCEDURES

- a. The Contractor shall review, update and provide to the COR, updated Standard Operating Procedures (SOP's) by December 1, 2018 for the Contractor's operational and administrative use.

BPA will provide information pertaining to procedures and policy in order to assist the Contractor with SOP development.

b. Contents of SOP

i. The following are examples of SOP content. Specific sections required by BPA will be identified by OSCO, and proposed by the Contract Manager for BPA consideration:

- (a) Uniforms and standards of appearance.
- (b) Weapons and equipment issue, safety procedures, and accountability.
- (c) Functions and duties of the security officers.
- (d) Security officer authority.
- (e) Apprehension policies and procedures.
- (f) Response to bomb threats or suspected IED.
- (g) Response to intrusion alarms.
- (h) Response to unauthorized individuals.
- (i) Response to discovery of prohibited items.
- (j) Response to fire alarms and building evacuations.
- (k) Customer Service and Diversity Awareness Training.
- (l) Access control procedures, including visitors.
- (m) Response to robberies and other violent crimes.
- (n) Providing motorist assistance.
- (o) Providing escort services to employees.
- (p) Radio communications procedures.
- (q) Use of force.
- (r) Report writing.
- (s) Lost and found property.
- (t) Building/Gate Security Checks.
- (u) CCTV monitoring procedures.
- (v) Alarm monitoring/response procedures.
- (w) HQ parking procedures.
- (x) Current issued Post Orders, Access Restrictions (Security Alerts and Access Status Notifications), Operations Bulletins, Special Notices, etc.
- (y) Vehicle inspection techniques and practices for detecting bombs or other dangerous materials.
- (z) Personnel screening (use of x-ray, hand wands, etc.).

ii. SOP Distribution

- (a) The Contractor shall maintain current copies of applicable SOP's in hard copy at each stationary post and electronic copies in a central electronic file location available to all officers.

iii. SOP Training and Familiarization

- (a) Prior to assignment to any post for duty either for shift or relief, the Contractor shall provide each new employee training sufficient to ensure a general familiarization of all BPA Posts and SOP's. The Contractor shall provide post specific training sufficient to ensure officers are thoroughly trained, and knowledgeable of the post SOP's and duties associated with the post. Officers assigned to a post must be familiar with the duties of other posts having operational interdependencies. Training shall be documented in electronic and/or hardcopy format in individual Officer Training Records
- iv. SOP Review Requirements
 - (a) Unless otherwise directed by OSCO, the Contractor shall conduct quarterly reviews of officer knowledge and understanding of the SOP's for the post or posts which the officer is assigned. The reviews may be oral interviews, written exams, practical demonstration, or any combination of all three. The Contractor shall maintain records documenting reviews.
 - (b) Results of quarterly evaluations shall be provided to the COR through the use of a Limited Scope Performance Testing Database. These results may also be used to determine future training requirements.
- v. SOP Updates
 - (a) The Contractor shall conduct and document annual reviews of SOP's. The Contractor shall provide the COR with updates and changes to SOP's as they occur and must incorporate change recommendations or requirements directed by OSCO.

5) CERTIFICATIONS AND CREDENTIALS

a. Armed Security Officer Certifications and Credentials

- i. BPA's security program uses armed security officers. The Contractor shall fully comply with the Revised Code of Washington, Washington State Criminal Justice Training Commission regulations, and the Washington Administrative Codes regarding the licensing of Private Security companies and security officers. Additionally, the Contractor shall fully comply with Oregon Revised Statutes, Oregon Department of Public Safety Standards and Training and Oregon Administrative Rules. Each armed security officer assigned to Washington facilities shall be licensed as a Washington Armed Private Security Guard. Each armed security officer assigned to Oregon facilities shall be licensed as an Oregon Armed Private Security Officer. Authorized Guard 1 (unarmed officers) shall be licensed as unarmed security officers in the state that the officer is assigned. All officers shall be licensed in compliance with state law. Security officers may be dual-certified in order to support BPA deployments within BPA's service area. Security supervisors and security officers shall carry their state issued Security Officer licenses with them at all times while on duty. The Contractor shall assess DOE Protective Force requirements for feasibility of implementation when conducting self-assessments as identified in section 42 of this SOW.

b. Allowed Exceptions to Armed Security Officer Certifications and Credentials:

- i. Exceptions to BPA's contract requirement to use armed security officers involves temporarily allowing licensed unarmed security officers to occupy designated posts while the administrative process for armed security officer licensing is completed. Under these exceptions, the Contractor may use unarmed security officers only as specifically authorized and approved in advance by the COR or designated representative from BPA's OSCO. BPA expects officers employed using this exception will have completed all requirements for armed security officer licensing including successful completion of armed security officer training classes and qualification course of fire conducted and certified in compliance with state requirements prior to assignment to these posts. Officers must complete the appropriate training and demonstrate the knowledge, skills, and abilities to effectively conduct operations for the assigned post prior to post assignment. The following posts upon notification and approval of the COR may be posted under this exception with state licensed unarmed security officers for a period of no more than 45 calendar days unless otherwise approved by the CO/COR:
 - (a) HQ Post 6

- (b) HQ Post 9
- (c) Ross Post 1 day shift (Dittmer building West Entrance)
- (d) Ross Post 2 day shift (Ross Complex Construction Services Building)
- (e) Eugene Starr Complex Post 1, day shift only
- (f) Munro Post 1, Munro Alarm Monitoring Station (AMS)
- (g) Munro Post 2, Supervisor/Patrol (Day shift only) Supervisor will be posted on Munro Post 1 when an unarmed officer must be posted on Munro Post 2.

c. Transition (60 Calendar Days)

- i. Within 15 calendar days following contract award, the Contractor must develop a transition plan ensuring necessary staff, certifications, training, and continuity are maintained in accordance with this SOW in order to maintain effective security operations. The Contractor must submit the transition plan to the COR for review and approval no later than 20 calendar days following contract award. At a minimum the plan shall address:
 - ii. Staffing Levels
 - iii. Process for transitioning predecessor employees
 - iv. Recruitment of new employees
 - v. Strategy for providing post coverage during breaks and meal periods
 - vi. Strategy for transition of uniforms
 - vii. Supervisory plan implementation
 - viii. Roles of management and administrative personnel
 - ix. Communication methods and protocols
 - x. Inventory and equipment including weapons and ammunition
 - xi. Daily transition event calendar
 - xii. The Selected Contractor shall provide weekly transition status reports during the transition period to address the following items:
 - xiii. Staffing
 - xiv. Permits, Licenses, and Registrations
 - xv. Personnel clearances
 - xvi. Transition events/milestones
 - xvii. Equipment and uniform purchases
 - xviii. Emergency Radio Network agreement with regional emergency services communications agencies
 - xix. Transition Expectations at End of Contract
 - (a) At the beginning of the transition period to a follow-on contract, the Contractor shall provide personnel records, including but not limited to, training, medical, suitability and security records to the successor Contractor within 10 calendar days.

6) CONTRACTOR FURNISHED TRAINING

- a. The Contractor shall develop a Job Task Analysis (JTA) and identify general training needs as well as post-specific training needs in addition to State required Security Officer licensing requirements. JTA's and post certification processes shall be part of annual training which include processes specific to BPA Contract posts and shall be fully implemented within 90 calendar days of the award of

the contract. JTA information shall be used to develop annual post specific certification (Quality Control) and an Annual Training Plan, which the Contractor shall provide to the COR by October 1 of each year. The Contractor shall provide pre-employment training meeting all requirements listed under "Armed Certifications and Credentials" and "Pre-Employment Training" prior to assigning any officer a post. Post-Employment training is defined as State required annual Armed Security Officer certification training, proficiency training and annual post specific certification training conducted after initial employment. Post-employment training shall be conducted in accordance with section 16) of the SOW.

- b. Pre-employment and post-employment training shall be conducted and certified/documented at no additional cost to BPA. Training hours may be organized in any manner determined to be most efficient for the Contractor other than the training hour organization specifically mentioned in this Statement of Work for weapons or use of force. Training hours required for Weapons or use of force training shall not be shifted between officers.
- c. Pre-Employment Training
 - i. Certification of completion of pre-employment training and licensing requirements for new hire employees shall be furnished to the COR prior to the start of employee performance. This notification may be in the form of an official letter, memorandum, or e-mail to the COR. All officers must complete the following training prior to assignment on post:
 - (a) Oregon and/or Washington State licensing requirements, including successful completion of firearms qualification course(s) of fire meeting requirements of state in which licensed shall be conducted and certified by the Contractor prior to using post-employment and other training allotments.
 - ii. Orientation training and task performance demonstration certification regarding proper use and techniques for handcuff application as well as proper use and techniques for Aerosol Self Defense spray application at the full range of use of force levels. This training shall be performed by an instructor with credentials accepted by the state in which the officers will be certified, for less-than-lethal/use of force, or through other certification means approved by the COR (e.g. – master use of force instructor certification, etc.). At the option of the Contractor, orientation training for handcuffs and/or Aerosol Self Defense spray may be waived if a new-hire security officer can provide documentation of training for handcuffs and/or Aerosol Self Defense spray occurring within 6 months prior to hire related to a previously held security, military, or law enforcement position. Such documentation shall become a part of the security officer's training record for pre-employment training.
 - iii. 16 hours of training directed towards use of locally used X-Ray equipment for officers assigned to a post which includes use of an X-Ray machine unless they can show documentation of training on a similar model X-Ray system in the previous 6 months and familiarization training on the X-Ray system utilized at BPA. Officers assigned to positions requiring use of hand held / walk through magnetometers must complete 8 hours of initial training.
 - iv. Red Cross or equivalent certification for First Aid and CPR, to include use of automated external defibrillator (AED).
 - v. Prior to assigning a newly hired officer as the primary security officers at any post, newly hired officers shall complete sufficient training including familiarization of all site BPA Posts and SOP's prior to post assignment. The Contractor shall provide post specific training and certification to officers. Officers must complete training and demonstrate sufficient knowledge and understanding of applicable SOP's, and demonstrate capability of performing all duties associated with the post. Newly hired officer security post certification shall be completed within 30 calendar days of initial post assignment. Security officers must demonstrate familiarity, knowledge and understanding of the duties of other posts having operational interdependencies.
- d. Post-Employment Training and other Training Allotments
- e. Post-Employment License and Certification Refresher

- i. The Contractor shall provide refresher training to officers. Officers must maintain certification and qualification under requirements stated in section 16) of the SOW.
 - ii. American Red Cross or equivalent CPR, First Aid and AED training shall be conducted to maintain certifications meeting training frequency requirements by the credentialing organization.
 - iii. 8 hours of annual refresher training on locally used X-Ray equipment for each officer posted to use the machine and 8 hours annual refresher training on hand held / walkthrough magnetometers.
 - iv. Annual security post certifications for security officers shall be accomplished through a process developed by the Contractor and approved in advance by the COR. Officers must maintain certification and demonstrate knowledge, skills, and abilities to adequately perform in the posts assigned. Initial security post certifications shall be required for currently employed security officers assigned to perform duties at a new security post.
- f. Firearms Training (16 hours)
- i. The Contractor must provide and maintain training outlined in order to develop and maintain the firearms skills of officers. This 16-hour block of training shall not include pre-employment or remedial training for officers who fail to qualify per state requirements. For remedial training see "Remedial Firearms Training". To the extent possible, the Contractor shall incorporate applicable elements of established Department of Energy training for firearms.
 - ii. Frequency of Training
 - (a) Firearms training shall be conducted quarterly in four (4) hour blocks and documented on the contractor training plan provided to the COR. The Contractor may combine two quarters of firearms training, to be conducted in a single quarter to provide skills development for current licensed and qualified officers. To the greatest extent possible, firearms training must be conducted in regular intervals throughout the year in order to limit the degradation of firearms skills of Contractor personnel from year to year.
 - iii. Live Fire Range Training
 - (a) A comprehensive firearms safety briefing shall be provided to all officers prior to commencement of firearms training. All officers shall be required to meet the following minimum firearms proficiency qualifications and training requirements:
 - (b) Using the state or other course of fire approved in advance by the COR, qualify one additional time, approximately 6 months after state required licensing is completed. This can be in conjunction with quarterly live fire training. All qualifications and attempts must be documented and pass or fail and scores must be retained in an officer's permanent record made available to the COR upon request.
 - (c) All officers shall attend not less than four hours of live fire range training approximately quarterly (except as noted for combining two 4 hour blocks). One 4 hour block of training shall be in the form of Confrontation Simulation (ConSim) training, or other forms of training approved by the COR.
 - (d) The Contractor may combine up to two (2) quarterly training blocks for a total of 8 hours of training to be conducted within one quarter for officers who may need a more focused, longer block of training (see "Frequency of Training"). This allowance may be used one time per officer per year for officers needing such training. Upon request, the Contractor shall provide documentation to the COR of all officers who receive quarterly combined training.
 - (e) Training hours may not be transferred from one officer to another.
 - (f) Each quarterly block of firearms training shall have clearly defined goals and objectives. Each officer must demonstrate satisfactory understanding and ability to perform the objectives of the training. The Contractor shall maintain a record documenting the goals and objectives of each quarterly training session and provide these to the COR upon request. The COR shall

be notified of the results of all officers failing to demonstrate satisfactory skill levels with the elements of the provided training via email. During quarterly training periods the focus of training may be on one or more of the below listed elements or additional elements proposed by the Contractor and approved in advance by the COR.

- (g) Use of cover
- (h) Moving with a firearm
- (i) Shooting on the move
- (j) Low light shooting principles
- (k) Decision scenarios/confrontation-simulation
- (l) Remedial Firearms Training
- (m) Failing State Licensing Qualification Course of Fire
 - (i) If at any time an officer fails the required state licensing qualification course of fire, either for license renewal or in conjunction with the six month requirement noted in "Live Fire Range Training", BPA will consider the officer as not in compliance with the provision listed in the Statement of Work "Armed Certification and Credentials." The Contractor shall notify the COR as soon as practical when any officer fails a qualification course of fire. The Contractor shall have a period of 45 calendar days to conduct needed remedial training in order to bring the officer into compliance with this Statement of Work without additional cost to the Bonneville Power Administration. If the officer is not brought into compliance within the 45-day grace period, the officer will no longer be eligible for contract performance. The COR may extend the grace period if determined it is in the best interest of BPA.
- (n) Failing to Meet Quarterly Firearms Training Objectives
 - (i) Officers who fail to meet quarterly training objectives shall receive remedial training in order to meet those objectives.
- (o) Unsafe Firearms Handling
 - (i) Unsafe firearms handling, negligent discharge of weapon, or any other unsafe acts in conjunction with the handling, training or use of firearms shall be reported to the COR or other OSCO personnel within 1 hour or as soon as circumstances allow. Incidents, such as an accidental discharge, shall have a thorough inquiry accomplished by the Contract Manager in coordination with OSCO and the BPA Safety Office. A report of the inquiry, to include root cause, remedial actions, and any necessary remedial training shall be provided to the COR detailing corrective actions to be taken by the Contractor.
- (p) Defensive Tactics Training (8 Hours)
 - (i) Frequency and Scope of Training
 1. All officers shall attend 8 hours of defensive tactics training on an annual basis. The training shall consist of the following elements unless otherwise approved in advance by the COR.
 2. Handcuffing.
 3. Aerosol Self Defense spray refresher
 4. Take down and apprehension techniques to include Use of Force continuum scenarios.
 5. Verbal Crisis Intervention (verbal commands for taking suspects into custody).
 6. Weapons retention.
 7. Officer safety and survival.

- (q) Other periodic training may include, but is not limited to the following:
 - (i) Vehicle inspection techniques, DOE or equivalent.
 - (ii) OSCO subject briefings as needed.
 - (iii) Re-familiarization with applicable emergency and alarm response procedures.
 - (iv) Report writing.
 - (v) Post documentation familiarization.
 - (vi) NERC CIP requirements and/or procedures.
- (r) Other Security Officer procedures.
 - (i) Individual training classes conducted by the Contractor shall include the development of a training plan. Class training plans shall be maintained by the Contractor and made available to the COR upon request. Upon award of the contract, the class training plan format template shall be provided to the COR for approval. A class training plan shall include the following information (or other information approved by the COR):
 - (ii) Training purpose, scope, and objective.
 - (iii) Training methodology.
 - (iv) Training resource needs, to include identified instructors.
 - (v) Training schedule.
 - (vi) Training curriculum.
 - (vii) Training evaluation criteria.
 - (viii) After actions report (AAR) upon completion of training. The AAR shall be used to evaluate the success of the training and identify follow-up actions needed.
- g. On the Job Training/ Career Development
 - i. On The Job Training (OJT)
 - (a) The Contractor shall furnish annual OJT to officers. Officers must demonstrate sufficient understanding, knowledge and capability to perform post duties. This training must address specific needs for conducting various day to day activities associated with post duties. OJT must be relevant to successful accomplishment of the BPA security mission. OJT must be conducted at no additional cost to BPA. BPA may request some types of OJT performed in addition to scheduled duty hours which may be considered "additional security services." BPA shall determine which types of OJT are "additional security services". The Contractor must maintain a record and roster of officers completing OJT. The Contractor must provide a certification statement of OJT annually to the COR. OJT shall include a review of the Contractor's firearms safety training program, DOE Vehicle Inspection Procedures, and may include, but is not limited to, the following:
 - (b) Post documentation review.
 - (c) Additional vehicle inspection techniques.
 - (d) X-ray and magnetometer techniques.
 - (e) Information bulletins, instructions, post operations, Operations Bulletins, etc.
 - (f) Safety information.
 - (g) Supervisory/Management one-on-one training.
 - (h) Security Officer procedures/ post procedures.
 - (i) Emergency procedures.

- (j) Hazardous materials.
- h. Contractor Required Training and Briefings
 - i. The Contractor may require individual employees to attend briefings, meetings, training or seminars relating to the specific conditions of employment under which officers are employed with the Contractor. These may include information pertaining to employee performance appraisals, employee benefits, Contractor policy, compensation policy, and other issues arising from time to time. To the extent practical these may be accomplished while the employee is posted on duty. However, the Contractor will exercise due diligence with respect to contractual position requirements to ensure all posts are filled with a security officer at all times.

7) CONTRACT EMPLOYEE REQUIREMENTS

- a. Officers must meet or exceed the following minimum criteria prior to post assignment:
 - i. Must be U.S. citizens.
 - ii. Must be at least 21 years of age to meet Oregon and/or Washington State Security Officer licensing requirements.
 - iii. Must possess a high school education or equivalency certificate.
 - iv. Shall be physically able to perform all assigned armed security officer duties, functions, and activities. Employees performing in security officer positions shall have the ability to do the following: stand on post for long periods of time (e.g. - an 12-hour shift with applicable breaks required by law); able to work outdoors during inclement weather or other conditions; able to walk uneven terrain during foot patrols; be able to legally and safely operate a motor vehicle; be able to lift up to 40 lbs. without assistance; able to be certified to perform cardiopulmonary resuscitation (CPR) and use an automated external defibrillator (AED); able to successfully pass firearms qualification and certification without physical assistance, including kneeling and other firing positions.
 - v. The Contractor shall provide each newly hired officer a physical examination at no additional cost to the Government or the employee prior post assignment, and every two years after initial hire. Officers must be cleared as physically able mentally and medically fit to perform their respective duties. The Contractor shall provide a list of current employee's the date of their last physical examination upon request by the COR.
 - vi. The Contractor shall maintain a drug-free workplace program. In addition, the Contractor's program shall include at a minimum, processes for the initial drug screening of new-hire employees and random screening for employees. Drug screening shall be a 5-panel drug test regimen. The Contractor must perform drug screenings upon written request by BPA. The Contractor shall provide initial (for clearance purposes) and random drug screening of the employee through their own established testing facility federally qualified to conduct drug screening. An electronic and/or hard copy of the test result shall be made available to the COR, or other authorized official determined by the COR or CO, upon request and, if necessary, forwarded to DOE for record of compliance.
 - vii. All employees shall speak English and be literate in English to the extent of reading and understanding printed regulations, detailed written orders, training instructions and materials, and shall be able to compose reports which convey complete information in English. Security officers shall be able to understand and perform basic computer keyboard operations relative to the operation of word processing and e-mail software (e.g. - MS Word and MS Outlook) and the cardkey access systems used by BPA (currently ProWatch).
 - viii. While on duty, security officers shall not supervise or attend to any other contract or duties not directly related to the performance of this contract without the advance written consent and approval of the CO and Chief Security and Continuity Officer. Contractor employees shall not be current government employees.
- b. Employee Background Checks

- i. Personnel will undergo HSPD-12 personal identity verification and background checks by BPA. Persons not meeting adequate security background requirements as determined by BPA will not be permitted to perform on BPA property.
- ii. Security officers must meet state criminal background check requirements for armed guard licensing in the state in which they are working.
- iii. Personnel must directly support North American Electrical Reliability Corporation Critical Infrastructure Protection (NERC CIP) standards (Standard CIP 006, Cyber Security – Physical Security of Critical Cyber Assets) and must undergo personnel risk assessments which BPA will conduct a minimum of every 7 years as outlined in requirements established in Standard CIP 004, Cyber Security – Personnel & Training.
- iv. Department of Energy, BPA Office of Security and Continuity of Operations, Contracting Officer or COR will periodically request information from officers holding L clearances to initiate and maintain security clearances of officers requiring such and performing duties on the BPA Security Services Contract. Any actions on the following process could occur:
 - (a) PERSEC receives information from PHYSEC COR for guard force that a clearance is needed for a Guard
 - (b) PERSEC will pre-fill out forms for signatures:
 - (i) OF 306 – Declaration for Federal Employment
 - (ii) DOE F 5631.18 – Security Acknowledgement
 - 1. Need updated Resume
 - (c) PERSEC will send forms to Guard for signatures, Guard to include updated Resume, and return all to PERSEC
 - (d) During this time the Guard need to go for drug test – send results to PERSEC
 - (e) PERSEC will send forward to DOE/HQ all forms and drug test
 - (f) DOE/HQ will review paperwork
 - (g) DOE/HQ will send Guard an email to fill out e-QIP (Electronic Questionnaires for Investigations Processing)
 - (h) Guard to follow instructions from DOE/HQ to complete e-QIP
 - (i) Once e-QIP is returned to DOE/HQ the investigation process starts
 - (j) Guard will be contacted by OPM Investigator for background interview and possibly people listed on e-QIP
 - (k) This process could take up to a year
 - (l) Once investigation is complete PERSEC will receive information from DOE/HQ that Guard is cleared or not
 - (m) If cleared
 - (i) Guard will be requested to complete a WBT- Comprehensive Briefing for Cleared Employees
 - (ii) Guard to send certificate from WBT to PERSEC
 - (iii) PERSEC will order new DOE Security Badge w/clearance level on it
 - (iv) PERSEC will fill out a SF-312 (Classified Information Nondisclosure Agreement
 - (v) PERSEC will set up time w/Guard to review and sign SF-312
 - (vi) Guard will set up a Card Pick-up appointment when new DOE Security Badge is checked in and Guard is notified

8) DUTIES OF THE CONTRACTOR

a. General

- i. The Contractor shall provide a highly qualified, professional security force. The Contractor shall take immediate action to correct officer performance, discipline and deficiency issues. The Contractor shall immediately report any termination of contract personnel via email to the COR and the Revoke email group. If a termination is known or projected in advance, the COR shall be notified as soon as the Contractor is aware of the employee termination so the COR may take necessary, timely administrative actions.

b. Contractor Duties

- i. The Contractor shall protect lives and shall, within the limits of security officer authority, deter unauthorized use, loss, theft, trespass, espionage or sabotage of government property, material, and equipment, and Non-Government property and equipment located at BPA Facilities.
- ii. The Contractor shall have a well-developed continuity plan that will address the agency's needs for adequate security coverage in the event of a disaster. This continuity plan will be coordinated through the BPA OSCO COR and Continuity Office.
- iii. The Contractor shall implement all regulatory or compliance-based requirements such as BPA policies and directives, GSA and FPS building policies and practices, procedures associated with NERC CIP and DOE, or other requirements as directed by BPA.
- iv. The Contractor shall conduct access control according to current BPA policy, GSA building policy, CFR's, under direction from BPA's OSCO.
- v. The Contractor shall monitor facilities to which assigned, for fires, explosions, and other catastrophes by close observation of buildings, machinery, vehicles, electrical equipment, and personnel to identify unsafe or potentially unsafe conditions, or activities. The Contractor shall monitor facilities for the commission of thefts, assaults, robberies, or other violent crimes and report the same to Law Enforcement and OSCO personnel in accordance with developed procedures.
- vi. In the event of a fire, the Contractor shall monitor phone calls and radio transmissions, provide directional assistance to responding emergency service providers and if needed, provide traffic control/cordon control at the location of the fire and follow procedures associated with such a response.
- vii. The Contractor shall report all security incidents to OSCO and when occurring at BPA HQ building 905 to the FPS. The Contractor shall use the BPA standardized security incident report form (Form 5632.01e) for the submission of electronic security incident reports and shall use applicable forms supplied by FPS when necessary, unless otherwise directed by OSCO.
- viii. The Contractor shall patrol designated areas according to post duties as described.
- ix. Designated Shifts" identified in the SOW are general guidelines and may be adjusted with advance approval from the COR. The Contractor shall establish shift change procedures accommodating the ingress and egress of employees and other activities in such a manner ensuring posts remain covered. The Contractor shall also be responsible for accommodating administrative needs such as arming and disarming times for officers.
- x. The Contractor shall enforce BPA policies as described, and in a manner as required by the described post duties in this SOW, or as otherwise directed by OSCO.
- xi. The Contractor shall investigate security breaches and incidents occurring, at the direction of OSCO. Security incidents involving criminal activity, threats, violence, property damage, or any other serious or suspicious activity shall be reported to OSCO, Local Law Enforcement and FPS (when appropriate) as soon as it is safe and practical to do so. This includes notifications as needed to OSCO after hours through the designated Duty Officer. Security officer actions shall be conducted in accordance with appropriate laws and in conjunction with established BPA policies.
- xii. The Contractor shall provide employee escort services as directed by OSCO, the Contract Manager, or the security supervisor when employee safety issues arise or other circumstances exist warranting this type of assistance.
- xiii. The Contractor shall develop and maintain recall rosters to facilitate the contact of key management personnel and the recall of security personnel to duty in sufficient numbers to meet emergency situations arising at BPA facilities. Recall rosters shall be maintained in accordance with the Privacy Act of 1974. Recall rosters shall be protected in accordance with BPA Information Protection Program standards, including proper marking, control, and storage of such documents. Recall rosters shall be submitted to the COR prior to the start date of contract services and be shall be updated by the Contractor and submitted to the COR on a monthly basis.

- xiv. The Contractor shall provide additional security personnel to provide security services for special events or emergency situations as needed and requested by BPA. These additional security services are not included as part of the inactive posts outlined in this SOW that may be activated during an increased threat level. Additional security services needed in each instance shall be for a minimum of 2 hours. To the extent possible, OSCO will provide advance notification via e-mail and/or phone call to the Contract Manager of any request for additional security services. OSCO shall provide the Contractor with specific security officer duties for each instance.
- xv. The Contractor shall supply an organization chart to the CO and COR as part of the transition plan. It will include the names of company officers, supervisors, managers, and other key organizational personnel assigned to the BPA contract with their business contact information. As changes in staffing occur, the Contractor shall provide updated organization charts to BPA.
- xvi. Security officers and security supervisors shall not be on duty for more than 12 consecutive hours or in excess of 60 hours per week unless approved in advance by the COR. The Contractor must allow for sufficient personnel rest between periods of work.
- xvii. The Contractor shall comply with all BPA policies to include Harassment Free Workplace and Standards of Conduct. BPA will provide these policies at the post-award orientation. The Contractor shall distribute to all officers. In addition, annual training required by BPA of all contract employees shall be conducted. Training must be approved in advance by the COR at no additional cost to the Government.
- xviii. The Contractor shall manage all training processes and requirements in accordance with this SOW.
- xix. The Contractor shall maintain training documentation sufficient to demonstrate officers have met all requirements for licensing, training, and annual security post certification. These records shall reflect the specific nature, scope and detail of on-post training and certification. Training records shall be made available to the COR upon request.
- xx. The Contractor shall develop and maintain hardcopy post books containing operational information, including but not limited to:
 - (a) Portions of the Statement of Work applicable to the post.
 - (b) General Orders as outlined in the Statement of Work.
 - (c) Post-applicable Standard Operating Procedures (SOP's), applicable CFR information, and other emergency plans applicable to the post.
 - (d) Short term briefing information, alerts, orders etc.
 - (e) Emergency call out lists (maintained under Privacy Act of 1974 and protected under BPA Information Protection Program standards).
 - (f) When available, BPA provided maps and building schematics.
 - (g) When available, operating instructions to include, but not limited to physical access control systems (PACs), card key readers, fire alarm panels, fire suppression systems, intrusion alarm systems, mechanical enunciator panels, and CCTV systems, and other operational equipment.
 - (h) The Contractor shall conduct and document alarm system checks as directed by OSCO. Completed documentation shall be submitted to OSCO.
 - (i) The Contractor shall safeguard information identified as sensitive, to include Official Use Only (OUO), Critical Information (CI), or Personally Identifiable Information (PII) in accordance with established BPA Information Protection Program standards.
 - (j) The Contractor shall assist OSCO with evaluating the applicability of Protective Force requirements contained within applicable DOE Manuals that may be integrated into BPA's security program.

(k) The Contractor shall have a retention plan to maintain a low turn-over rate of employees.

9) WEAPONS REQUIREMENTS

a. Weapons and Ammunition

- i. Unless otherwise approved in advance by the COR, the duty weapon shall be a semi-automatic pistol, of at least 9mm caliber with one loaded 15-round magazine. Armed security officers shall carry one additional 15-round magazine when on duty, unless otherwise approved by the COR. The pistol and ammunition selected must meet local, state or federal law enforcement specifications for performance.
- ii. The Contractor shall provide duty weapons as indicated above in a quantity to arm all officers on duty. A suitable quantity of spare weapons must be available in the event of breakage or emergency and to enable the arming of posts identified in this SOW as being not currently activated. A sufficient number of weapons must be kept readily available to provide four (4) officers weapons and ammunition in support of deployments to BPA field locations.
- iii. Sufficient magazines shall be readily available for duty issue, training purposes, breakage and emergency.
- iv. Ammunition shall be kept in sufficient quantities for duty issue, and shall be replaced no less than annually or due to identified risk of defect at no additional cost to BPA.
- v. Duty ammunition shall meet the same standards used by law enforcement agencies. (For Example: Federal Protective Service, Portland Police Bureau, or Multnomah County Sheriff's Office.)
- vi. Duty ammunition shall be rotated to range ammunition at least annually, requiring new ammunition to be supplied by the Contractor for duty use at no additional cost to BPA.
- vii. Holsters shall be at a minimum a level 3 retention holster, similar to what LE is currently using, requiring two separate actions to release retentions and draw the weapon. example: an SSL sleeve or thumb break combined with a rocking motion.
- viii. All modifications and alterations to firearms require advance approval of the COR. All modifications shall be performed by factory certified or DOE certified armorers.
- ix. All weapons shall be maintained in clean and serviceable condition.
- x. Weapons shall be inspected at least annually by a factory certified or DOE certified armorer. Weapons inspections shall be documented and an electronic copy of the documentation forwarded to the COR.
- xi. Firearms shall be returned to the shift supervisor or a designated Weapons Safety Officer (WSO) at the end of each tour of duty. Prior to storing or re-issue of the firearm, the shift supervisor/WSO shall assess operational condition of the firearm by clearing the weapon, checking ammunition in magazines.
- xii. All weapons and ammunition shall be stored and locked in suitable lockers provided by the Contractor and approved in advance by the COR.
- xiii. The Contractor shall develop and implement an accountability process for weapons, ammunition, and other equipment such as, but not limited to, less than lethal weapons, radios, other operational equipment, etc.

b. Firearms Policy Requirements

- i. The Contractor shall develop and submit for approval to the COR a program plan for firearms safety, specific to the use of firearms in the performance of the contract. This shall be provided by the Contractor as part of the transition plan. Once approved, modifications to firearms safety requirements must be approved in advance by the COR.

- ii. The firearms safety program shall be approved in advance by the COR and shall address, as a minimum, the following:
 - (a) A statement of policy and procedural outline relating to the safe use of firearms.
 - (b) Procedures for the arming and disarming of officers for duty/relief of duty. This shall include loading and unloading supervision of duty weapons by trained Weapons Safety Officers (WSO's).
 - (c) Procedures for inventory, accountability, and control of firearms by shift, as well as firearms maintenance and inspection, including a schedule denoting the frequency of these activities.
 - (d) Procedures for rotation/replacement/disposition of unserviceable weapons.
 - (e) Procedures for ammunition accountability, storage, rotation, disposal, and inspection.
 - (f) Policy for reporting accidents, incidents, unsafe conditions, and negligent discharges.
 - (g) Policy for correcting and preventing accidents, incidents, unsafe conditions, and negligent discharges.
 - (h) Policy for evaluating an officer's mental readiness to return to work following a use of force incident involving a weapon. A licensed Mental Health official must perform an evaluation of the officer's readiness before returning to work.
 - (i) Firearm safety briefing form completed by each officer during each live fire range training session. These forms (electronic or hardcopy) must be available for review by the COR upon request.
 - (j) The Contractor shall assign a professionally qualified individual responsible for conducting self-assessments of the Firearms Safety Program on an ongoing basis. Assessments shall be conducted at least annually. The results of these assessments shall be documented on a standardized Contractor supplied form listing date and time of assessment. Any findings shall be documented and shall be submitted to the COR electronically. The Contractor shall immediately correct any unsafe conditions discovered involving firearms safety. Firearms Safety Program violations, and a mitigation plan must be immediately brought to the attention of the COR. Assessment documents must be made available to the COR upon request.
- iii. Firearms Instructors / Armorers
 - (a) Firearms instructors may be security officers, Law Enforcement Instructors, supervisors or Contractor provided instructors designated by the Contractor to conduct firearms training. Firearms instructors shall be certified by the state for which officers are being trained or instructed. Guest or adjunct instructors may be used with advance approval of the COR.
 - (b) Armorers may be security officers, supervisors, or Contractor provided armorers designated by the Contractor to perform these duties. Armorers shall have completed factory training or DOE certification to inspect, modify, or repair firearms being used on the contract. The Contractor shall submit electronically to the COR the armorers' qualifications.
- iv. Administrative Handling of Weapons
 - (a) General
 - (i) All administrative firearms handling shall be performed in a manner consistent with safe and accepted practices. Firearms shall be treated as if they were loaded at all times. Weapons shall be confirmed as unloaded in accordance with established procedures.
 - (b) Loading and Unloading Weapons
 - (i) Procedures for the loading and unloading of firearms shall be developed by the Contractor and approved by the COR as part of the weapons safety program. Changes to procedures shall be submitted for approval by the COR prior to implementation. Arming

and disarming procedures shall be posted in plain sight at each designated arming station.

(c) Less Than Lethal Weapons/Equipment

- (i) Aerosol Self Defense Spray – All security officers shall carry Aerosol Self Defense spray in an approved holder located on their duty belt while on duty.
- (ii) Handcuffs – All security officers shall carry a minimum of one set of handcuffs in an approved handcuff case located on their duty belt while on duty.
- (iii) The Contractor shall provide and maintain sufficient quantities of these devices as readily available to all security posts.
- (iv) New security officers shall receive appropriate orientation training and task performance training on the proper use of applicable less than lethal devices prior to assuming any security post.

10) COMPANY REPRESENTATIVES AND SUPERVISION

a. Qualifications of key personnel:

- i. The Contractor shall identify, by name, key management, supervisory, and instructor personnel. Unless otherwise approved by the CO and COR, requisite qualifications are as follows:
 - (a) Management/Contract Manager – Shall have a minimum of four (4) years' experience in the management of security services contracts.
 - (b) Supervisors – Shall have a background and experience including a minimum of four (4) years associated with a security, military police, or law enforcement career. Refer to section 21) Company Representative, Para. c) of this SOW for further requirements.
 - (c) Instructor – Shall have professional credentials consistent with performing in the capacity of an instructor. Credentials include state certification or accreditation, Department of Energy certification, or other certification, approved by the CO and COR. Additionally, instructors shall have a minimum of four (4) years experience in a security, military, or law enforcement career.

ii. Company Representative

- (a) The Contractor shall provide a Contract Manager. The Contract Manager shall be dedicated solely to the performance of this contract and will not be assigned to any other contracts. The Contract Manager may appoint a supervisor to act in place of the Contract Manager as needed for temporary absences. OSCO will retain final oversight and decision-making authority over security operations.
- (b) The Contract Manager shall assist OSCO with the development of security procedures and policy.
- (c) The Contract Manager shall maintain proper discipline, appearance, conduct, professional bearing and demeanor of all officers and supervisors.
- (d) The Contractor shall provide supervision focused on the day-to-day contract performance of officers. Supervision shall also be the direct liaison to the Contract Manager and OSCO for security operations. Supervisors shall assist with training (post certification, OJT, etc.) as necessary
- (e) The Contractor shall provide one twenty-four hour per day, seven day per week supervisor at the Ross Complex and supervisors assigned to BPA HQ, Celilo and the Munro Complex for 12 hours per day, Monday through Friday (except holidays). The supervisors shall be responsible for supervising officers performing duties at the various locations at specified times as noted in "Designated Coverage."

- (f) Supervisors shall be certified as a supervisor by the state in which supervisory work is to be performed if required. Supervisors will have demonstrated the knowledge, skills, and abilities necessary to successfully perform the duties of the Security Supervisor position including, but not limited to, the following:
- (g) Resolution of security related issues.
- (h) Management of dynamic, evolving emergency or security incidents.
- (i) Liaison with law enforcement agencies, client personnel, and other customers.
- (j) Coordinating and ensuring training completion of officers assigned.
- (k) Outside the hours outlined for a designated security supervisor the security supervisor from the Ross Complex will perform this function for the Headquarters. Duties of the Ross Complex security supervisor are outlined in the Statement of Work.
- (l) Shift supervisors may relieve security posts for designated break periods only when there are no other alternatives (e.g. - patrol, etc.) available.
- (m) The supervisor shall inspect all assigned officers/posts at least once per shift. Each officer/post inspection shall be entered in the Security Officer Report (SOR) and initialed by the inspecting supervisor. SOR's shall be made available electronically to the COR upon request.
- (n) If a Security Officer is not available to be posted at the beginning of a shift the Contractor Supervisor shall call the Physical Security Duty Officer, OSCO personnel or COR and provide the expected timeline and plan to restore coverage of the post.
- (o) Alternate shift supervisors shall serve in the absence of a designated Shift Supervisor. The alternate shift supervisor must meet the criteria stipulated for "Supervisor."

11) SECURITY SUPERVISOR PROCEDURES AND DUTIES

a. General Description

- i. The supervisor is responsible for ensuring completion of security officer training and proper management and maintenance of all security posts listed in this SOW. Supervisors shall not supervise any security posts associated with other contracts. Shift Supervisor's shall be armed.
- ii. Designated Coverage
 - (a) Ross Complex
 - (i) All Shifts 24 hours a day, 7 days a week unless otherwise approved by the COR, one supervisor shall be on duty and responsible.
 - (ii) Ross Supervisor Supervision of Portland Headquarters
 - 1. Monday through Friday from 1800 – 0600, Weekends and Holidays provide supervisory duties.
 - (iii) Portland Headquarters
 - 1. Monday through Friday, except holidays, from 0600 – 1800 hours, unless otherwise approved by the COR, one supervisor shall be assigned to and responsible for Portland Headquarters.
 - (iv) Celilo Complex
 - 1. Monday through Friday, except holidays, from 0800 – 1600 hours, unless otherwise approved by the COR, one supervisor shall be assigned to and responsible for the Celilo Complex.
 - (v) Munro Complex

1. Monday through Friday, except holidays, from 0600 – 1800 hours, unless otherwise approved by the COR, one supervisor shall be assigned to and responsible for the Munro Complex.

b. Supervisor Duties

- i. Supervisors shall not have other responsibilities not related to this contract. Supervisors shall be responsible for the following:
 - (a) Providing a formal briefing for security officers at the beginning of each shift. This shall include, but is not limited to, pertinent pass-down information, security alerts, or termination advisories.
 - (b) Ensuring posts remain staffed as required. Provide suitable replacements to staffing as needed.
 - (c) Notifying the Contract Manager and OSCO if the Contractor is unable to provide coverage for a post.
 - (d) Providing back-up assistance to security officers as needed. If additional assistance is needed, the supervisor shall immediately ensure Federal Protective Service (FPS) or local law enforcement, and OSCO, is notified as appropriate.
 - (e) Ensuring familiarity with the duties and responsibilities of the posts under their supervision.
 - (f) Ensuring post books at each post are kept current and all officers are knowledgeable regarding information contained in the post book.
 - (g) Conducting tests of security system equipment, in accordance with written plans and SOP's. A written report of the results of testing shall be provided to OSCO electronically.
 - (h) Ensuring completion of Annual Post Certification Tests, Limited Scope Performance Tests (LSPT's), Alarm Response and Performance Tests (ARAPT's), and other security exercises as indicated in established plans and SOP's. This includes coordination with the Contract Manager and OSCO, if necessary, as well as documenting, maintaining, and tracking written evaluations associated with these performance tests, identifying and making any needed corrective actions.
 - (i) Gathering, reviewing, and submitting security incident reports and forms prepared during the shift. The submission of reports and forms shall be coordinated with the Contract Manager and COR. Forms/reports shall be filed electronically in appropriate folders on BPA networks and as directed by OSCO personnel.
 - (j) Reviewing documentation maintained by posts. Ensuring documentation is maintained and submitted in accordance with directives established by OSCO. This includes, but is not limited to Security Desk Blotters, applicable visitor documents and logs, NERC CIP compliance documentation and records.
 - (k) Coordinating with the Contract Manager to provide verbal briefings to the COR, other OSCO staff, or the Chief Security Officer regarding significant security-related events as needed.
 - (l) Ensuring timely notification is made to the relevant Facilities Management office concerning buildings and/or grounds-related issues
 - (m) Ensuring notification is made to the Contract Manager and OSCO Physical Security Duty Officer, if necessary, regarding security incidents occurring after normal duty hours as soon as safely possible.
 - (n) Conducting an inspection of each security officer prior to posting. This inspection shall include at the minimum:
 - (i) Ensuring personal appearance of security officers is acceptable in accordance with established policies. Ensuring each security officer is properly licensed and equipped with

the necessary inclement or warm weather garments. Ensuring all officers on duty possess a valid DOE/BPA identification badge for display.

- (ii) Ensuring each officer is fit for duty. The Supervisor shall not allow any security officer to stand post if he or she appears to be under the influence of alcohol, drugs, medication, or other intoxicants. The supervisor shall not allow any security officer to stand post without sufficient rest.
- (iii) Providing a shift briefing regarding any relevant issues brought forward from previous shifts, such as post orders, special notices, access restrictions, etc.

12) GENERAL SECURITY OFFICER CONDUCT (General Orders, Section I)

- a. All security officers shall be held to the highest standards of professional conduct, appearance, and performance. BPA does not grant or authorize any use of force or exercise of authority not permitted under the state laws governing the actions of security officers. This section is applicable to post descriptions as noted and shall be included with each post book.
- b. Use of Force
 - i. Security personnel shall, at all times, attempt to perform their duties with the minimum force necessary. Applicable laws regarding the use of force shall be observed at all times.
- c. Literature
 - i. Only authorized reading material approved by the COR or OSCO may be read on post. Newspapers, magazines, novels, or other personal reading material, both hardcopy and electronic in nature, are not authorized.
- d. Personal Audio/Video Equipment and Personal Cell Phones
 - i. Personal audio players, video players, and televisions are not authorized for use at any post. Personal cell phones shall be limited to emergencies and necessary family communications while on post, during the performance of an officer's or supervisor's duties. Changes in the use of these types of equipment must be approved in advance by the Contract Manager and COR. The authorized use of any personal equipment shall not interfere with the operation or professional appearance of the post.
- e. Appearance
 - i. Security officers shall present a professional appearance at all times with the uniform clean and pressed.
- f. Socializing
 - i. While on post, security officers will maintain a professional and polite demeanor, and shall not become engaged in lengthy, protracted or disruptive conversations with visitors, employees, guests, or other officers. If a guest, visitor or employee becomes distracting, the supervisor shall be notified and the supervisor shall notify the Contract Manager and OSCO.
- g. Emergency
 - i. Security officers at all posts shall take immediate action such as calling local law enforcement (to include FPS when appropriate), fire department, and OSCO for assistance when a situation is discovered presenting an immediate danger to life and/or property. Threatening individuals, confirmed building intrusions, fire, broken water/oil lines are some examples. Other non-emergency matters are to be referred to the Contract Manager and OSCO for assistance.
- h. Observance / Situational Awareness
 - i. All supervisors and security officers shall maintain a high level of situational awareness and be observant for any suspicious activity. When feasible, officers shall attempt to identify suspicious personnel and observe and report any information that reasonably can be obtained such as:
 - (a) Name, address, or any other identifying information

- (b) Physical description
- (c) Vehicle description
- (d) Vehicle license number
- (e) Direction of travel
- (f) Statements made by suspects or individuals
- (g) Other information useful in an investigation
- i. Demeanor
 - i. All security officers shall maintain a polite and friendly demeanor while on post. Officers are authorized to use a command voice or assert officer presence in order to carry out their duties when necessary. Officers shall not engage in disruptive or malicious conversations or behavior while on duty.
- j. Arrests or restraints
 - i. Arrests and restraints shall be applied according to the laws of the state in which the incident occurs. Security Officers shall not sign civil or criminal complaints on behalf of BPA.
- k. Officer Safety
 - i. Security officers shall exercise caution at all times and under all circumstances. The primary function of security officers is to observe and report incidents and suspicious activity. Officers shall take appropriate actions as necessary, in accordance with the appropriate laws, to maintain the safety and security of client personnel and property. Officers shall seek assistance from other security officers, FPS when appropriate, local law enforcement, and OSCO when needed.
- l. Security Officer Reports
 - i. All security officers shall maintain a Security Officer Report (SOR) of activities during their assigned shift. This report shall be specific regarding times actions were taken and inspections conducted. The time and name of the supervisor making the supervisory inspection shall be recorded in this report. The report shall be submitted to OSCO at the start of the next regular work day for review, unless otherwise directed by the COR. Written reports are not for general reading and are to be kept secure at all times. For designated posts, the Security Desk Blotter shall be used in place of the SOR. Significant activities performed by the Security Supervisor shall be entered on the appropriate Desk Blotter. Supervisors relieving officers for breaks or other reasons shall make annotations on the relieved officer's SOR.
- m. Communication
 - i. Contractor-issued cellular phones and BPA landlines may be used as secondary means of communication when primary means of communication are not available.

13) DELIVERABLES AND PERFORMANCE

- a. Article I, Table 1
- b. Listing By Appearance In Statement Of Work

<i>Due Date</i>	<i>Subject</i>	<i>Destination</i>	<i>Other Information</i>
At Award	Weapons Storage Approval	COR	
At Award	Certificate of Authority	COR/CO	
At Award	Personnel Secret Security Clearance Initiated	Personnel Security	
At Award	Certificate of Good Standing	COR/CO	Executive Order 12829
At Award	DOE Facility Security Clearance	COR/CO	SF328

<i>Due Date</i>	<i>Subject</i>	<i>Destination</i>	<i>Other Information</i>
90 Days after start of Contract	SOPs	COR	
Quarterly	Officer Evaluation of SOP	COR	At the end of each Fiscal Year Quarter
As Updated or Annually whichever is first	Updates to SOP	COR	
At Award/Annually	Annual Training Plan	COR	
Prior to Post Assignment Provide documentation upon Request	Certification of Pre-Employment Training	COR	
Conduct as Required/Provide Documentation Upon Request	Post-Employment Licensing and Certification Refresher	COR	
Upon Request	Documentation of Qualification Attempts	COR	
As Required	Combined Quarterly Training	COR	
Upon Request	Training Goals and Objectives	COR	
Upon Completion	Results of Quarterly Training	COR	
As Required	Notification of Failure to Qualify	COR	
As Soon As Safely Possible	Report of Unsafe Act	COR	
As Required	Remedial Action Plan for Preventing Future Unsafe Acts	COR	
At Award	Class Training Format	COR	
Upon Request	Class Training Plan	COR	
Upon Request	OJT Report	COR	
Upon Request	Documentation of Medical Exam	COR	
Upon Assignment	Documentation of Criminal History Check	COR	Letter Signifying Acceptable Criminal History Check
As Required	Email Notification of Employee Terminations	COR	Email to COR email box
As Required	Security Incident Reports	OSCO/FPS	
At Award of Contract and updated as Changes Occur	Company Key Personnel and Officer Recall	COR	
Prior to Award of Contract	Organizational Chart	COR/CO	
Upon Request	Training Records	COR	
Upon Request	Post Books	COR	
As Required	Security Alarm Checks	COR/Security System Administrator	
As Required	Firearms Modification Approval	COR	

<i>Due Date</i>	<i>Subject</i>	<i>Destination</i>	<i>Other Information</i>
Upon Request	Weapons Inspection Documentation	COR	
Upon Request	Weapons/Ammunition/Equipment accountability documentation	COR	
At Award of Contract	Firearms Safety Program	COR	
Annual on date of Contract Award	Firearms Safety Program Assessments	COR	
Upon Request	Firearms Safety Briefing	COR	
As Required	Guest Firearms Instructors	COR	
As Required	Armorers Qualifications	COR	
At Award of Contract	Firearm Load/Unload Procedures	COR	
As Required	Supervisory Post Check Documentation	COR/SOR	
As Required	Post Books, Forms, Tests, Reports, SORs, Compliance Documents	COR	
As Required	Shift Schedule Changes	COR	
As Required	Performance Assurance Training Elements	COR	
Annually	Annual Self-Assessment	COR	
14 Business Days after Assessment Completion	Annual Self-Assessment of Adherence to SOW Report	COR	
120 days following Award of Contract	Performance Testing Methodology	COR	
Twice Monthly	Performance Tests, (Security Exercises to include verbal questions or actions taken)	COR	Conduct and Document on LSPT/ARAPT Log

14) SHIFT AND POST REQUIREMENTS

- a. The Contractor shall furnish security officers for the designated posts and shifts as described in post descriptions. When BPA deems necessary, the Contractor shall furnish security officers for posts identified in the SOW, but not currently active as identified in this SOW. The Contractor may submit alternative shift schedules to the COR, and upon written approval in advance, may implement the

approved schedule. A copy of the specific post description and requirements as noted in the applicable sections shall be provided to each post for officer reference. Additionally "General Security Officer Conduct" and "General Post Requirements" shall be provided to each post.

b. Shifts

- i. Posts described as 24 hours per day shall be staffed as eight-hour posts. No officer shall be posted for greater than 12 hours in a 24 hour period except in emergencies following coordination with OSCO Staff. The Officers must have no less than 8 hours away from work between shifts. Exceptions for emergency circumstances shall be evaluated for approval by the OSCO Staff or COR.

c. Shift Requirements

- i. The Contractor shall staff shifts to optimize security coverage throughout the workday and overnight hours. Shifts shall be scheduled in such a manner to avoid lapses or voids in security coverage during the times of the day that employees are coming to work, breaking for lunch, or leaving the work place. Changes to shift requirements may be adjusted by the Contractor in coordination with COR and meeting BPA requirements. Changes shall be evaluated for efficiencies of operation and any cost implications.
- ii. Under the direction of the shift supervisor, security officers shall obtain all necessary equipment prior to assuming the duties of their assigned post. Appropriate logs, forms and control rosters shall be filled out noting the issuance of such equipment.
- iii. "General Security Officer Conduct" expectations shall be observed while officers are on shift.
- iv. Personnel shall not consume alcohol, drugs, or other products that may negatively impact judgment or physical response as necessary to carry out the duties within 8 hours of duty. Personnel taking prescription drugs causing drowsiness, caution use while operating machinery, or driving a vehicle shall inform their supervisor within 1 calendar day of prescription and may require a medical release in order to resume duties.
- v. Security officers and supervisors expected to operate motor vehicles as part of their duties shall be in possession of a valid state-issued driver's license at all times while operating such vehicles. Officers assigned to positions not requiring operation of motor vehicles nor having to drive while working on the BPA Security Services Contract shall be in possession of federally issued identification and are not required to be in possession of state issued driver's license.
- vi. At all times while posted, security officers shall ensure persons entering BPA controlled property and moving about BPA controlled property properly display appropriate identification.
- vii. If an employee refuses to display identification properly, the security officer shall immediately inform the shift supervisor, document the incident, and perform other actions in accordance with established SOP's. The Contract Manager and OSCO shall be notified immediately.
- viii. If the security officer perceives a threat to BPA property or personnel, the officer shall take appropriate actions to manage the threat. The Contract Manager and OSCO shall be notified immediately.
- ix. Security officers shall complete Security Incident Reports when directly involved in a response or perform follow up to a response. This includes incidents where the officer or supervisor is a witness. Security Incident Reports shall be submitted prior to officers involved being released from duty.
- x. Security officers shall fill out electronic or hardcopy (or both) Security Officer Report (SOR) for each shift noting security officer activities. The SOR shall note when the officer came on duty, patrolled specific areas, took breaks, lunch, or other information confirming appropriate security activity. Security officers and supervisors shall maintain electronic or hardcopy (or both) SOR notebooks to record information, assist in preparation of incident reports, and for possible use in court.

- xi. Security officers shall perform inspections of visitors' bags, briefcases, boxes, other hand-carried items, and vehicles upon entry as outlined by SOP's, or otherwise directed by OSCO.
- xii. Security officers shall enforce BPA security policies as noted in post duties, post orders, and BPA or Contractor provided SOP's as approved by OSCO.
- xiii. Security officers shall be familiar with BPA bomb threat, medical, and fire response instructions. SOP's shall be prepared to respond and assist, as required, during an emergency.
- xiv. Security officers at entry points shall inform visitors that firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor or Contractor is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The officer shall immediately report the incident to the Security Supervisor, FPS (for incidents occurring at BPA HQ), the Contract Manager, and OSCO.
- xv. Security officers shall be familiar with designated NERC CIP controlled areas at their post locations and must be familiar with access and response requirements for those areas.

15) SAFETY REQUIREMENTS

- a. The COR, designated field inspector, or any BPA employee or contractor may cause any work to cease if any safety violations are observed. No further work will be allowed until such time as the situation is resolved.
- b. The Contractor shall provide to the COR, prior to the start of the contract, a Material Safety Data Sheet on products the Contractor will be bringing to the job site that employees may be using, exposed to or which may be stored on the site. Prior to performance on this contract, a Site Specific Safety Plan (SSSP) must be submitted in writing to the COR to address typical and routine tasks required under this contract. In accordance with Clause 15-13, Contractor Safety and Health Requirements, any additional authorized services involving exposure to potential high-hazards, as determined by the COR, shall require the submittal of a supplemental Site Specific Safety Plan in writing prior to work starting on those high-hazard tasks. The SSSP is subject to review and approval by the BPA Safety Office. Changes in work procedures or added work sequences not initially specified in the SSSP shall require an update and will generate a new review and approval process for the updated analysis or plan.
- c. All applicable Federal, Government and local safety requirements shall be observed by the contractor and its employees.
- d. Many BPA facilities are energized and could pose risk to the life and safety of any Contractor personnel who enter such areas. Security contract personnel who are trained and hold a Contractor Non-Electrical Worker Permit may be allowed in areas requiring Permit without escort of BPA personnel. Personal Protective Equipment Required for Entering areas requiring the Permit:
 - i. White Hard Hat. Hard hats approved by the Administration shall be worn by ALL PERSONS in the following locations and conditions except for work inside transformers, power circuit breakers, under vehicles, or in similar restricted/protected situations.
 - (a) In fenced substation yards and other designated hard hat areas.
 - (b) When engaged in or when in the close proximity of outdoor work or in all areas where there is exposure above head level to moving equipment, work, or material handling.
 - (c) Persons working at elevated locations more than 4 feet above the ground and utilizing fall protection PPE shall wear a BPA approved climbing style helmet attached with chin strap.
 - ii. Identification/Color-Coding System. To distinguish between Qualified Electrical Employees and others, **YELLOW** hard hats will be restricted to holders of *Electrical Worker Permits*. Additional hard hat colors utilized on the BPA system are:
 - (a) **BLUE**: Riggers

- (b) **RED:** Construction Equipment Operators
 - (c) **GRAY:** Carpenters (Note: Due to gray being unavailable in a climbing style helmet, white shall be substituted.)
 - (d) **WHITE:** All Others
- iii. Protective Footwear. Appropriate footwear that provides adequate support and protection to the foot, toes and ankles for the work being performed shall be worn. Lace-up, over the ankle leather boots with rigid sole and heel meeting ASTM F 2413-11 with an EH Rating or ASTM F 2413-05, Class 75 with EH rating shall be worn in all work areas where hard hats are required and other areas as determined by a supervisor. Supervisors have the responsibility for assuring that appropriate footwear is worn. Employees have the responsibility to wear appropriate footwear for the job.
- iv. Arc Flash (FR) Clothing:
- (a) Arcing from faulted components can occur when working on or near energized circuits. In some cases, this arcing will expel molten metal and can produce enough heat to cause burns to a worker and ignite clothing. BPA's goal is to establish requirements that protect workers from the onset of 2nd degree burns (1.2 cal/cm²), but not overprotect to the point of causing restricted/inhibited visibility, heat exhaustion, and inability to perform work. Arc-rated clothing has a rating corresponding to the minimum Arc Thermal Protection Value (ATPV) which prevents the onset of 2nd degree burns.
 - (b) To maintain conformance with Federal OSHA work standards BPA has adopted the policy of protecting workers from the hazards of arc flash by requiring minimum clothing rating of 8 cal/cm² for those who may be exposed to arc flash hazards normally found in the energized area of BPA substations. This clothing must be worn by contract workers anytime they are in the energized area of the substation yard. The boundary for this requirement is from any control house door exiting into the energized substation yard or from the substation gate entering into the energized substation yard.
 - (c) Therefore, if the contract worker must enter the energized substation yard to work the minimum requirements for arc rated clothing must be met. Long sleeve coveralls with a rating of 8 cal/cm² can be utilized in lieu of rated pants and long sleeve shirt. Any jackets or rain gear worn also needs to meet the minimum rating of 8 cal/cm².
 - (d) Arc Rated clothing with a minimum rating of 8 calories/cm² shall be worn inside of energized substations or when an employee is performing work which may expose them to an arc hazard. The wearing of clothing and footwear made from acetate, nylon, polyester, or rayon either alone or in blends (unless labeled with an Arc Thermal Protection Value of 8 cal/ cm² or greater) is prohibited alone or under arc rated clothing when an employee may be exposed to the hazards of electric arcs or flames. Long sleeve arc rated shirts shall be worn with sleeves rolled down and shirts tucked into pants.
- v. Contractor Non-Electrical Worker Permit: Contractor employees performing security services at the Eugene Starr Complex or while deployed to a Substation under this contract may be required to successfully pass the Non-Electrical Worker Permit examination, pass the Substation Electrical Hazard Awareness Training and Tour, and pass NERC-CIP Field Training. BPA reserves the right and option to provide an escort in lieu of above requirement.
- vi. Celilo Special Risk Plan
- a. BPA's Celilo facility has had extensive mercury contamination as a result of the use and maintenance of mercury arc valves (rectifiers) employed at the facility from 1970 to 2004. Most of the interior of the building is now mercury free. Background concentrations of the toxic element are extremely low minimizing the risk of future health concerns from inhalation. However, care should be exercised during future renovation should encapsulated locations be disturbed. Any drilling, cutting, or floor demolition should be accompanied by monitoring to ensure that contractors are not unnecessarily exposed to brief albeit elevated local vapor concentrations.

- b. The contractor shall review the *Post-Abatement Clearance Report for Phase 3 Mercury Abatement Areas at Celilo Converter Station, The Dalles, Oregon*, dated October 11, 2013. The report will be provided to the contractor by the COR.
- c. 29 CFR 1910.1200 Mercury Hazard Communication Training will be conducted and documented for officers that will work at the Celilo DC Converter building.

i. SECURITY SERVICES AT THE BPA HEADQUARTERS

i. General

- i. Standard security officer procedures shall apply to all HQ security posts. Shift hours may be adjusted through the approval of the COR. All posted officers and patrols assigned to the BPA Headquarters shall be knowledgeable of building evacuation, shelter-in-place procedures, and other contingency procedures.
- ii. Questions about physical security and access control policy shall be deferred to the HQ's Physical Security Specialists.
- iii. Parking Garage Entrance Bollard System Operation
 - 1. Security officers must understand the safe operation of the garage entrance bollard system prior to assignment to posts 1, 2, 8 or 9. Officers shall not operate the garage entrance bollard system unless properly trained.
 - 2. Training required to operate the bollard system shall be conducted by security supervisors or training personnel ensuring adequate understanding of the safe operation of the system according to the policies and procedure established in this SOW and SOPs developed by the Contractor.
 - 3. Training for bollard system operation shall be documented on the individual security officer's training record. Security officers required to operate the bollard system must demonstrate the ability to safely do so prior to assuming duties of the post. Procedures for operating the bollard system shall be placed at each applicable post.
- iv. Bollard system operating hours under non-emergency conditions
 - 1. From the hours of 1800 – 0600, Monday through Friday, bollards shall remain engaged in the up position with the parking garage doors closed.
 - 2. From the hours of 0600 – 1800, Monday through Friday, bollards shall remain engaged in the down position with the parking garage doors open.
 - 3. During weekends and holidays, bollards shall remain engaged in the up position with the garage door closed at all hours.
 - 4. OSCO may direct changes in use of the bollard system as needed.

ii. Headquarters Security Post 1

i. Description of Post

- 1. HQ Post 1 is located at the security console located in the main lobby of the BPA Headquarters Building. HQ Post 1 is a one-person post, operated by an armed, uniformed security officer 24 hours per day, 7 days per week. The security officer shall be equipped with a portable radio, flashlight, and other equipment necessary to perform building security services. The officer shall be trained and competent to operate the bollard system during normal and emergency operations. The primary responsibility of this post is to monitor and control personnel access through the use of CCTV, cardkey physical access control systems (PACS), and manual processing procedures.

ii. Designated Shifts

1. This post shall operate 24 hours per day, seven days per week. The post shall have three shifts per day.

iii. Post Duties

1. Officers shall perform the following:

- a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
- b. Monitor the CCTV and PACS for the BPA Headquarters. Allow access after normal business hours only to persons with valid BPA or other approved identification, or, individuals or groups approved for access and authorized by OSCO. BPA and Contractor personnel must present their ID badges to the lobby access portal to gain building access past HQ Post 1. Guests of employees and all visitors are required to follow established procedures for visitor access. All persons entering the building are subject to screening.
- c. Require all visitors and guests to be identified via government issued photo ID and to sign in and obtain a visitors badge. Ensure visitors and guests are screened properly before entry.
- d. Dispatch and monitor Headquarters security posts and patrols for various situations that may arise.
- e. Maintain radio or alternate communications and conduct security status checks with posts and patrols assigned to the BPA Headquarters on an hourly basis during daylight hours and every 30 minutes during hours of darkness or increased security posture.
- f. Monitor and respond to all building alarms for the Headquarters Complex in accordance with designated procedures. This includes door alarms, intrusion alarms, duress alarms, computer room alarms, and fire alarms. For the ProWatch system, this post shall maintain an event log of alarm activity.
- g. Process and maintain visitor access requests and administer visitor access procedures. Temporary badges shall be issued for cleared visitors as well as BPA and Contractor employees who do not have their Government issued identification. Prior to issuing a temporary local site specific only (LSSO) badge, appropriate procedures shall be followed based upon the status of the individual (i.e. foreign national, escorted/unescorted access, etc.). Any BPA Temporary badge issued must be returned upon the employee or visitor's departure from the building.
- h. Maintain the electronic Headquarters Security Desk Blotter, listing security-related activity and information for a 24-hour time period. The Contractor shall submit the blotter for review as determined by OSCO.
- i. Maintain communications with FPS via established procedures.
- j. Maintain open communication with contract security officers for the 911 building regarding pertinent security incidents, events, or information which may impact the 911 building, personnel, or protective force.

iii. Headquarters Security Post 2

i. Description of Post

1. This post is a roving patrol encompassing the Headquarters complex. This is a one-person post, operated by an armed, uniformed security officer 24 hours per day, 7 days per week. The security officer shall be equipped with a portable radio, flashlight, and other equipment necessary to perform the required security services. This security officer shall be trained and competent to operate the bollard system during normal and emergency operations according to section 25.b of this SOW. The primary responsibility of this post is to conduct security patrols of the interior of the Headquarters (905) building, the exterior of the East Side Federal Complex (905 and 911 buildings).
- ii. Designated Shifts
 1. This post shall be 24 hours per day, 7 days per week and shall have three shifts per day.
- iii. Post Duties
 1. Officers shall perform the following:
 - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - b. Conduct a minimum of two foot patrols each shift throughout the interior of the Headquarters building and the 911 building fitness center (BPA Club Fed) area at random frequencies, unless otherwise directed by the security supervisor, Contract Manager, or OSCO. These patrols shall be recorded on an electronic or hardcopy SOR. Perform general security checks of all areas patrolled. During interior patrols particular attention shall be given to sensitive areas such as JTS rooms and the Duty Scheduling Center (DSC) due to NERC CIP requirements associated with the DSC.
 - c. Conduct a minimum of two foot patrols per shift of the exterior of the Headquarters building and the 911 building (exterior area comprising the East Side Federal Complex) at random frequencies, unless otherwise directed by the security supervisor, Contract Manager, or OSCO.
 - d. Conduct patrols, or other security measures of internal Headquarters building parking levels in basement levels B-1, B-2, B-3, and B-4.
 - e. Conduct patrols as otherwise directed by the security supervisor, Contract Manager, or OSCO.
 - f. Enforce building rules and regulations and perform other duties as directed by special orders, Operations Bulletins, or verbal instructions from security supervisors, the Contract Manager, and OSCO.
 - g. Enter all incidents in the electronic or hardcopy Security Officer's Report (SOR) and report all incidents and suspicious activity to HQ Post 1 and/or the security supervisor through the most expeditious means possible. Provide written reports as required.
 - h. Direct persons with lost and found items to OSCO, or take custody of items brought to the post and turn them in to OSCO.
 - i. Respond to alarms as dispatched by HQ Post 1, the security supervisor, Contract Manager, OSCO, or FPS. Request assistance if necessary. Log and report all alarm incidents on the electronic or hardcopy SOR. Response to security alarms for the Duty Scheduling Center (DSC), JTS rooms, BMS room, or Personnel Security Office shall be priority.

- j. Respond to other security-related events as directed by HQ Post 1, the security supervisor, Contract Manager, or OSCO.
 - k. Provide officer break relief or post assistance as directed.
 - l. Perform patrols at random frequencies in an effort to not establish a pattern.
 - m. Perform other duties as assigned by the security supervisor, Contract Manager, or OSCO
 - n. Maintain radio contact with HQ Post 1 during foot patrols to the extent possible.
 - o. Ensure the doors at the Headquarters building secure automatically in the ProWatch security system at 1800 hours on normal weekdays. After 1800 hours, this post shall conduct a check of all exterior doors to ensure they are secure and the security system is working properly.
- iv. Headquarters Security Post 3 (Currently not active)
 - i. Description of Post
 - 1. OSCO may request activation and manning of this post for contingency operations, specific security conditions (SECONs), or other security needs. This post shall not be occupied unless directed by OSCO. When activated, this shall be a one-person post manned by an armed, uniformed security officer, up to 24 hours per day, 7 days per week. Specific duties and hours for this post will be described at the time it is activated.
- v. Headquarters Security Post 4 (Currently not active)
 - i. Description of Post
 - 1. OSCO may request activation and manning of this post for contingency operations, specific security conditions (SECONs), or other security needs. This post will not be occupied unless directed by OSCO. When activated, this shall be a one-person post manned by an armed, uniformed security officer, up to 24 hours per day, 7 days per week. Specific duties and hours for this post will be described at the time it is activated.
- vi. Headquarters Security Post 5
 - i. Description of Post
 - 1. This post monitors access to the BPA Headquarters at the east entry. This is a one-person post, operated by an armed, uniformed security officer, 12 hours per day, Monday through Friday, excluding designated government holidays or as indicated by OSCO during higher security condition (SECON) status. The security officer shall be equipped with a portable radio, magnetic wand, x-ray machine, magnetometer and other equipment necessary to perform the required security services. The primary responsibility of this post is to ensure all visitors and their hand-carried items entering the BPA Headquarters are properly screened prior to entering the facility.
 - ii. Designated Shifts
 - 1. There shall be one shift per day established for this post. The hours of this shift are 0600-1800. Contractor proposed hours of operation may be modified under approval of the COR.
 - iii. Post Duties.
 - 1. Officers shall perform the following:

- a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures. Functional checks of the magnetometer, hand-held wand, and x-ray machine shall be conducted and documented in accordance with established procedures.
- b. Identify visitors and determine their need to enter the facility.
- c. Screen visitors by using the magnetometer (or hand-held magnetic wand). Screen hand-carried items in the possession of visitors by using the x-ray machine or visual inspection. Employees entering the BPA Headquarters may be subject to screening at the direction of OSCO. OSCO may introduce new equipment or technology for screening personnel entering the facility. Security officers shall be properly trained on new equipment or technology introduced prior to use with verification of training annotated in the officer's individual training record.
- d. Check for appropriate identification badge on persons entering the lobby area from outside BPA controlled space.
- e. Inform all visitors firearms and other weapons are prohibited and ask all visitors if they are carrying any firearms or other weapons. If any individual is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The officer shall immediately initiate reporting the incident to the security supervisor.
- f. React or respond to security incidents occurring in the lobby area of the Headquarters building posing a threat to personnel and/or property.

vii. Headquarters Security Post 6

i. Description of Post

1. This is a one-person post occupied by an armed, uniformed security officer 12 hours per day, Monday through Friday, excluding government holidays. The post is located in the lobby of the BPA headquarters building. The security officer is responsible for ensuring only authorized personnel enter the Headquarters facility by verifying the identification badges of all persons entering the building from the lobby and ensuring badges are worn properly. This post may be unarmed in accordance with Section 13.b "Exceptions" in this Statement of Work. The primary responsibility of this post is to ensure all persons entering the building from the lobby area have appropriate identification badge and access authorization.

ii. Designated Shifts

1. Monday thru Friday, 0600 to 1800, except designated government holidays. Hours of operation may be modified following COR approval prior to making the change.

iii. Post Duties

1. Officers shall perform the following:
2. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.

3. Ensure all persons entering the building from the lobby area have the appropriate identification badge (to include visitor badges).
4. Respond to all instructions from HQ Post 1, the shift supervisor, Contract Manager, or OSCO staff.
5. Request assistance when necessary from the HQ Post 2 security officer during periods of heavy pedestrian traffic in the lobby.
6. Use any additional equipment introduced by OSCO for screening and/or verification of personnel entering the facility.
7. Observe HQ Post 5 and provide assistance if necessary when prohibited items are identified during visitor screening.
8. React or respond to security incidents occurring in the lobby area of the Headquarters building posing a threat to personnel and/or property.
9. Monitor personnel entering the building from the west entrance, ensuring only authorized personnel enter the building and others are directed to HQ Post 5 for screening.

viii. Headquarters Security Post 7 (B1 Loading Dock Doors)

i. Description of Post

1. This is a one-person post occupied by an armed, uniformed security officer 10 hours per day, Monday through Friday, excluding designated government holidays.

ii. Designated Shift

1. Monday thru Friday, 0600 to 1800, except designated government holidays. Contractor proposed Hours of operation require prior approval of the COR.

iii. Post Duties

1. Officers shall perform the following:
 - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - b. Ensure only authorized personnel gain entry into the BPA Headquarters through the B1 Loading Dock Doors.
 - c. Ensure all persons entering the building from the lobby area have the appropriate identification badge (to include visitor badges).
 - d. Conduct general and emergency access control and prevent intrusions.
 - e. Observe the area for unusual or suspicious activity, vehicles and items and immediately report all such activity to HQ Post 1, who, in turn, will make appropriate notifications to the security supervisor, FPS, Contract Manager, and OSCO.
 - f. Respond to all instructions from HQ Post 1, the shift supervisor, Contract Manager, or OSCO staff.
 - g. Request assistance when necessary from the HQ Post 2 security officer during periods of heavy pedestrian traffic in the lobby.

ix. Headquarters Security Post 8

i. Description of Post

1. This is a one-person post occupied by an armed, uniformed security officer 12 hours per day, Monday through Friday, excluding designated government holidays. This post is located on N.E 9th Street on the west side of the Headquarters building at the garage entry ramp. Along with HQ Post 9, this post serves as the primary access control point for vehicular entry into the Headquarters garage. This officer shall be trained and competent to operate the bollard system during normal and emergency operations. This officer shall be equipped with all standard equipment plus an ANSI 207 compliant Public Safety Vest for Security and other equipment necessary to perform required security services. The officer assigned to this post shall be capable of assuming the duties of HQ Post 9. The primary responsibility of this post is ensuring only authorized personnel gain entry into the BPA Headquarters through the parking garage/basement area.
- ii. Designated Shift
 1. Monday thru Friday, 0600 to 1800, except designated government holidays. Contractor proposed hours of operation may be modified under approval of the COR.
- iii. Post Duties
 1. Officers shall perform the following:
 - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - b. Ensure only authorized personnel gain entry into the BPA Headquarters parking garage/basement area. All individuals seeking access are required to have proper identification for authorized unescorted access to enter the BPA Headquarters or 911 building.
 - c. Conduct general and emergency access control and prevent intrusions.
 - d. Observe the area for unusual or suspicious activity, vehicles and items and immediately report all such activity to HQ Post 1, who, in turn, will make appropriate notifications to the security supervisor, FPS, Contract Manager, and OSCO.
 - e. Inform all delivery or Facilities Vendors requesting entrance that firearms and dangerous weapons are prohibited and ask them if they are carrying any firearms or other dangerous weapons. If any individual is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The officer shall immediately report the incident to HQ Post 1, who, in turn, will make appropriate notifications to the security supervisor, FPS, Contract Manager, and OSCO.
 - f. Coordinate with HQ Post 9 to conduct periodic exterior building patrols of the Eastside Federal Complex (905 and 911 buildings). When the HQ Post 9 officer is unarmed in accordance with Section 13.b "Exceptions," these patrols shall be conducted only along the west side of the building, from NE Lloyd Blvd. to NE Holladay, with HQ Post 8 keeping in visual contact with HQ Post 9. When HQ Post 9 is armed, these patrols shall extend to the full perimeter of the building as long as radio contact is properly maintained. OSCO will determine frequency of perimeter patrols.

- g. Assist HQ Post 9 with conducting vehicle inspections according to current procedures as provided by OSCO. Assist HQ Post 9 with screening non-badged individuals entering the garage with limited access (e.g. – authorized vendors and delivery personnel).
 - h. Use any additional equipment introduced by OSCO
- x. Headquarters Security Post 9
 - i. Description of Post
 - 1. This is a one-person post occupied by an armed, uniformed security officer 10 hours per day, Monday through Friday, excluding designated government holidays. This post is located on N.E 9th Street on the West side of the Headquarters building at the garage entry ramp. Along with HQ Post 8, this post serves as the primary access control point for vehicular entry into the Headquarters garage. This officer shall be trained and competent to operate the bollard system during normal and emergency operations according to Section 25.b of this SOW. This officer shall be equipped with all standard equipment plus an ANSI 207 compliant Public Safety Vest for Security and other equipment necessary to perform the required security services. The officer assigned to this post shall be capable of assuming the duties of HQ Post 8. This post may be unarmed in accordance with Section 13.b “Exceptions” of this Statement of Work. The primary responsibility of this post is to verify, process, inspect, control, and monitor visitor and delivery vehicular traffic entering the building via the basement ramp entry on NE. 9th Avenue.
 - ii. Designated Shift
 - 1. Monday thru Friday, 0600 to 1600, except designated government holidays. Contractor proposed hours of operation may be modified following approval of the COR.
 - iii. Post Duties
 - 1. Officers shall perform the following:
 - 2. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - 3. Verify, process, screen, control, and monitor visitor and delivery vehicular traffic entering the building via the basement ramp entry on NE. 9th Avenue.
 - 4. Conduct vehicle and personnel screening according to current procedures as provided by OSCO. Permit access to delivery vehicles to the B-1 loading dock for discharging cargo according to current procedures as provided by OSCO.
 - 5. Ensure only authorized personnel gain entry into the BPA Headquarters parking garage/basement area. All individuals seeking access are required to have proper identification for authorized unescorted access to enter the BPA Headquarters or 911 building.
 - 6. Conduct general and emergency access control and deter unauthorized intrusions.
 - 7. Observe for unusual or suspicious activity, vehicles and items and immediately report all such activity to the HQ Post 1, who, in turn, will make appropriate notifications to the Security Supervisor, FPS, Contract Manager, and OSCO.
 - 8. Inform all delivery or Facilities Vendors requesting entrance that firearms and dangerous weapons are prohibited and ask them if they are carrying any firearms or other dangerous weapons. If any individual is carrying a weapon or other

prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The officer shall immediately report the incident to HQ Post 1, who, in turn, will make appropriate notifications to the security supervisor, FPS, Contract Manager, and OSCO.

9. Coordinate with HQ Post 8 to conduct periodic exterior building patrols of the Eastside Federal Complex (905 and 911 buildings). When the HQ Post 9 officer is unarmed in accordance with section 13.b "Exceptions," in this Statement of Work. Patrols shall be conducted only along the west side of the building, from NE Lloyd Blvd. to NE Holladay, keeping in visual contact with HQ Post 8. When HQ Post 9 is armed, these patrols shall be extended to the full perimeter of the building as long as radio contact is properly maintained. OSCO will determine frequency of patrols.
10. Use any additional equipment that is introduced by OSCO for the screening and/or verification of personnel entering the facility.

ii. SECURITY SERVICES FOR THE ROSS COMPLEX

i. General

- i. Standard security officer procedures shall apply to all Ross Complex security posts. Under the direction of OSCO, the Contractor shall establish procedures for monitoring the ingress and egress of commercial vehicles, visitors and vendors. The contractor shall maintain entry logs and visitor access procedures, as well as radio and telephone communications between the various posts, supervisors, BPA visitor/vendor sponsors, the Contract Manager, and OSCO as needed. Post hours shall be performed as indicated unless adjusted by OSCO. Posts directly supporting response to NERC CIP designated areas, or other critical assets, shall be familiar with the location of those areas, access requirements, and procedures for entry. All posts and patrols assigned to the Ross Complex shall be knowledgeable of building evacuation, shelter-in-place procedures, and other contingency procedures.
- ii. Questions about physical security and access control policy shall be deferred to the Ross OSCO Physical Security Specialists.

ii. Ross Security Post 1

i. Description of Post

1. Ross Post 1 is a one-person post, operated by an armed, uniformed security officer 10 hours per day, Monday through Friday, 5 days per week except Federal Holidays. The security officer shall be equipped with necessary equipment to perform building security services and shall be familiar with use of the ProWatch security system for access control purposes. Ross Post 1 is located at the security console at the West entrance of the Dittmer Building. The primary responsibility of this post is to monitor and control access for the west entrance to the Dittmer building.

ii. Designated Shifts

1. This post will operate 10 hours per day, 5 days per week Monday through Friday, except holidays. Hours of operation shall be from 0600 to 1600.

iii. Post Duties

1. Officers shall perform the following:

2. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
3. Monitor the electronic verification of ID badges for authorized BPA and contract employees entering the Dittmer building through the physical access control system (PACS), which is currently the ProWatch system. Ensure established access control procedures are followed by all personnel.
4. Serve as a primary processing point for vendors requiring escorted access to the Dittmer building.
5. Direct other non-badged (external to BPA) visitors for the Dittmer building to enter through Ross Post 4, located at the East entrance, unless otherwise directed by OSCO.
6. Issue appropriate visitor badges for vendors to the Dittmer building and temporary BPA/Contractor employee badges following established SOP's.
7. Screen all vendors processing through this post for escorted entry to the Dittmer building for any dangerous weapons or prohibited items in accordance with established procedures. If weapon or other prohibited contraband is present or detected, the incident shall immediately be reported to Ross Post 9 AMS who will notify the Security Supervisor, Contract Manager, and OSCO.
8. Conduct inspections of all hand-carried items being carried into or out of the Dittmer building by vendors.
9. Conduct inspections of hand-carried items of employees as directed by OSCO.
10. Ensure the designated card-reader entrance doors (west lobby doors) are unlocked and the lobby lights are turned on at 0600 or when otherwise directed.
11. Ensure the designated card-reader entrance doors (west lobby doors) are secure and functioning properly upon completion of shift on normal duty days. After 1800 hours, this post becomes the primary entry point for the Dittmer building via card reader operation.
12. Use all equipment introduced by OSCO for access control or the screening of personnel entering the facility through this post. This includes the proper use of the Dittmer ProWatch system for monitoring electronic access verification to Dittmer.
13. Follow normal procedures established for Ross Post 4 in the event visitors are directed to process through this post.
14. Respond to PACS alarms associated with access control for the Dittmer building west entrance. Ensure all alarm activity associated with this post is entered in the ProWatch Event Log. Entries shall include alarm assessment, cause, and name of subject (if applicable).
15. Perform administrative duties by maintaining electronic and/or hardcopy documentation such as security alerts, daily visitor logs for Dittmer, and any other documentation deemed necessary by the Contractor or OSCO. Conduct other administrative duties as assigned by the Contract Manager or OSCO.
16. Provide assistance to the Alarm Monitoring Station (AMS, Ross Post 9) by monitoring CCTV systems for the Ross Complex.
17. Perform security procedures as directed by OSCO and/or the Contract Manager. Procedures for this post may be changed BY OSCO as needed.

iii. Ross Security Post 2

i. Description of Post

1. Security Ross Post 2 is dedicated to the Construction Services Building (CSB, building Z-610) and surrounding parking lots. This post is occupied by an armed, uniformed security officer, but may be unarmed in accordance with Section 13.b "Exceptions" in this Statement of Work. This post combines a stationary post and foot patrol. The security officer shall be equipped to perform the security services required at this location.

ii. Designated Shifts:

1. Perform a combination of stationary duties and foot patrol from 0600 – 1600 hours, Monday through Friday except holidays.

iii. General Post Duties

1. Officers shall perform the following:
 - a. This post is designated as an armed post except as noted in Section 13.b "Exceptions" in this Statement of Work. This is primarily a walking post located at the CSB building. The primary responsibility of this post is to monitor activity in and around the CSB building. The assigned officer shall conduct random foot patrols throughout the building and surrounding parking lots and shall maintain visible security presence.
 - b. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - c. Identify and process visitors. Conduct inspections of hand-carried items for visitors. OSCO may direct inspections of handcarried items on BPA employees.
 - d. Provide assistance monitoring CCTV systems for the Ross Complex. The primary focus shall be the CSB building and surrounding areas.
 - e. Ensure card-key operated doors function properly at the beginning of each shift. Place sign-in logs at the security desk by the entrance doors, and ensure the doors remain appropriately secured throughout the day.
 - f. Investigate any alarm or malfunction condition related to the building. These situations shall be reported to the Alarm Monitoring Station (Ross Post 9) and the officer at this post shall take any necessary corrective actions.
 - g. Conduct checks of the CSB room 104, as directed by OSCO. Checks shall be annotated on the Security Container Check Sheet (SF Form 702) located on the door.
 - h. Inform visitors that firearms and dangerous weapons are prohibited and ask visitors if they are carrying any firearms or other dangerous weapons. If a visitor, or Contractor is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident shall immediately be reported to Ross Post 9 AMS who will notify the Security Supervisor, Contract Manager, and OSCO.
 - i. This post shall be transported by a Ross Vehicle Patrol to and from their posting at the CSB building.

iv. Ross Security Post 3

i. Description of Post

1. Ross Post 3 is a one-person patrol, operated by an armed, uniformed security officer 24 hours per day, 7 days per week. The primary responsibility of this post is to provide patrol coverage for the Ross Complex.

ii. Designated Shifts

1. This post will be manned in three 8-hour shifts as follows:
 - a. Shift 1: 0000-0800
 - b. Shift 2: 0800-1600
 - c. Shift 3: 1600-2400

iii. Post Duties

1. Officers shall perform the following:
 - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - b. Patrol the Ross Complex to include external and internal patrols.
 - c. Monitor the complex for trespassers, building security issues, and fire and safety hazards and report for correction.
 - d. Conduct perimeter checks looking for fence line holes, damage, or suspected unauthorized entry.
 - e. Notify Ross Post 9 that perimeter checks are being conducted.
 - f. Assist Ross Post 5 with traffic control at the main gate as needed. Respond to the main gate as needed after hours to assist with entry control when Ross Post 5 is not manned and the gate is fully automated for access.
 - g. Coordinate building and gate checks for the Ross Complex with Ross Post 8. Annotate the checks on a hardcopy building check sheet which is subsequently scanned and submitted to OSCO electronically.
 - h. Respond to alarms. Check the cause of intrusion alarms or fire alarms, request assistance, and reset intrusion alarms if appropriate. If the equipment is malfunctioning, notify Ross Post 9. Record the activity in the SOR, and when necessary, complete an electronic Security Incident Report. Priority response shall be given to any evidence of intrusion or unauthorized access to the CSB room 104, NERC CIP areas, or other critical assets.
 - i. Respond to other emergencies at the Ross Complex or Park Place office complex as required. Facilitate the entry of emergency vehicles and personnel when necessary. This may include controlling traffic and/or escorting emergency vehicles to the site of the emergency.
 - j. Provide assistance to other security posts on the Ross Complex as needed.
 - k. Coordinate patrols and security checks of the Park Place office complex with the Security Supervisor a minimum of once per shift. Patrols shall include an interior check of the office suites as well as an exterior patrol of the parking lots and parking structure.

- l. Assist with conducting foot patrols of the interior and exterior of the Dittmer building at least once during each shift. This check shall be recorded on the officer's SOR.
 - m. Observe for facility-related problems and notify Ross Post 9 of discrepancies observed. Facility-related items include, but are not limited to, proper operation of automated gates, fence line damage, building damages or equipment failure, lighting outages, etc. Light poles not operating and fence line damage shall be reported by the patrol to Ross Post 9 who will notify Facilities Management.
 - n. Unlock and/or lock designated perimeter gates. This may include responding to gate 16 to assist with an over-sized vehicle as necessary following the departure of the Ross Post 6 officer.
 - o. Check the "Fog Test" laboratory area, the Technical Training building, and the line test and training area, the 345KV yard, Paul Johnson Substation, ABC parking lots, and Ross MHQ area (areas not within the fenced Ross Complex).
 - p. Check the parking lots for security of parked vehicles. When patrol duties and time allows, perform random government vehicle checks for security and keys left in the vehicles.
 - q. Raise and lower the flags at the Dittmer building. Flags shall be raised at sunrise and lowered at sunset daily, or otherwise directed.
 - r. Monitor road conditions on the Complex. Notify the Security Supervisor and Ross Post 9 AMS of inclement weather conditions.
 - s. Conduct patrols or checks as otherwise directed by the Security Supervisor, Contract Manager or OSCO.
 - t. Respond to assist BPA employees or Contractors with vehicle problems, escorts to vehicles, etc.
 - u. Assist in relief breaks and lunches for officers assigned to other Ross posts.
- v. Ross Security Post 4
- i. Description of Post
 - 1. This is a one-person, fixed post occupied by an armed, uniformed security officer 12 hours per day, Monday through Friday, excluding holidays. The security officer assigned to this post shall be equipped with the necessary equipment to perform the required building security services and shall be familiar with the use of the Physical Access Control and Alarm System. Ross Post 4 is located at the security console at the East entrance of the Dittmer Building. The primary responsibility of this post is to monitor and control access for the East entrance to the Dittmer building, as well as manage and process visitors for the Dittmer Building and the Ross Complex in general.
 - ii. Designated Shifts.
 - 1. The hours of this post are Monday through Friday, 0600 – 1800 hours, except holidays.
 - iii. Post Duties
 - 1. Officers shall perform the following:

- a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
- b. Monitor the electronic verification of ID badges for authorized BPA and contract employees. Ensure appropriate Access Control procedures are followed by personnel authorized unescorted access and by BPA escorts hosting visitors to the Dittmer Building.
- c. Process and manage Visitor Access Requests for the Ross Complex, the Dittmer Building, and the Dittmer NERC CIP PSP. This shall include verifying that Foreign National (FN) visitors have been approved by OSCO.
- d. Serve as the primary access and processing point for all non-badged (external to BPA) visitors for the Dittmer building and the Dittmer NERC CIP PSP following established SOP's.
- e. Serve as an alternate processing point for vendors requiring escorted access to the Dittmer building or the Dittmer NERC CIP PSP (Ross Post 1 is primary).
- f. Issue visitor badges and temporary BPA/Contractor employee badges following established SOP's.
- g. Screen all non-badged (external to BPA) visitors to the Dittmer building for dangerous weapons or prohibited items in accordance with established procedures. If a weapon or other prohibited contraband is present, the incident shall immediately be reported to Ross Post 9 AMS who will notify the Security Supervisor, Contract Manager, and OSCO.
- h. Conduct inspections of hand-carried items being carried into or out of the Dittmer building by visitors and employees as directed by OSCO.
- i. Ensure the east lobby doors are unlocked and the lobby display lights are turned on at 0600 or when otherwise directed. Turn on and inspect the walk-through metal detector for proper function, in accordance with established procedures.
- j. Ensure the east lobby doors are secured at 1600 hours or when otherwise directed by OSCO personnel.
- k. Train to properly use all equipment that is introduced by OSCO for access control or the screening of personnel entering the facility through this post, including the proper use of the Dittmer PACS for monitoring electronic access verification to the Dittmer building and Dittmer Building PSP.
- l. Respond to alarms associated with the PACS for the Dittmer Building east entrance. Enter all alarm activity associated with this post in the PACS Event Log. Entries shall include alarm assessment, cause, and name of subject (if applicable).
- m. Provide administrative support by maintaining documentation such as security alerts, daily Dittmer visitor logs, and any other documentation deemed necessary by the Contractor or OSCO. Conduct other administrative duties as assigned by the Contract Manager or OSCO.
- n. Be knowledgeable of building evacuation, shelter-in-place, and other contingency procedures and assist Ross Post 9 when necessary.

4. Immediately after allowing entry of authorized visitor vehicles, all visitor vehicle barriers shall be returned to the secure position prior to commencement of further visitor processing.
5. Vehicle Barrier and Security Procedures During Higher Threat Levels
6. All vehicle barriers shall remain active and engaged when higher threat conditions exist as directed by OSCO.
7. If a security officer or the on-duty Security Supervisor determines conditions exist warranting vehicle barriers to remain in the active and engaged position, the Security Supervisor shall notify the Contract Manager and OSCO immediately.

vii. Ross Security Post 6

i. Description of Post

1. This is a one-person post operated by an armed, uniformed security officer 8 hours per day, Monday through Friday, excluding holidays. This post is located at Gate 16 near the East Storage Yard. This post serves as the main entry point for commercial vehicles, delivery trucks, and other large vehicles. The primary responsibility of this post is to ensure only authorized vehicles and personnel gain access through the gate and are screened appropriately. The officer assigned to this post shall be adequately trained and familiar with vehicle inspection techniques. The officer must conduct inspections of large commercial vehicles, paying close attention and looking for suspicious items, contraband, dangerous weapons including, but not limited to, explosives and bombs. The officer assigned to this post shall coordinate and communicate with other security posts and/or BPA personnel to ensure delivery authorization, maintain smooth flow of traffic.

ii. Designated Shift

1. This post shall be manned one shift per day, from 0700 to 1500.

iii. Post Duties

1. Officers shall perform the following:
 - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - b. Ensure only authorized vehicles and personnel gain access through gate 16 and are screened appropriately.
 - c. Direct visitors and employees in passenger vehicles around the exterior of the complex to the appropriate gate for entry.
 - d. The security officer at this post shall provide directions to delivery drivers as needed.
 - e. Issue appropriate temporary access badges and maintain a visitor log to annotate the visitors/commercial operators allowed through Gate 16.
 - f. Allow large government vehicles whose drivers have valid BPA or other authorized government identification to proceed through the gate without inspection unless specifically directed by OSCO.
 - g. Inform all visitors firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor or Contractor is carrying a weapon or other prohibited contraband, the officer shall act in accordance with site specific procedures. The security officer shall not recommend any course

of action regarding the disposition, storage or security of the subject weapon or contraband. The incident shall immediately be reported to the Security Supervisor, the Contract Manager, and OSCO.

viii. Ross Security Post 7 (Currently not active)

i. Description of Post

1. This post is not active under normal circumstances and may be activated and manned for contingency operations, specific threat conditions, or other security needs. This post shall not be occupied unless directed by OSCO. When activated, this shall be a one-person post manned by an armed, uniformed security officer, up to 24 hours per day, 7 days per week. Specific duties and hours for this post will be described at the time it is activated.

ix. Ross Security Post 8

i. Description of Post

1. The Ross Complex vehicle patrol, Ross Post 8, is an armed, uniformed, one-person patrol on duty 24 hours per day 7 days a week. The primary responsibility of this post is to provide patrol coverage for the Ross Complex.
2. The officer assigned to this post shall coordinate patrol coverage with the Ross Post 3 security officer and communicate with other security posts to monitor site security.

ii. Designated Shifts

1. This post shall be manned in three 8-hour shifts as follows:
 - a. Shift 1: 0000-0800
 - b. Shift 2: 0800-1600
 - c. Shift 3: 1600-2400

iii. Post Duties

1. Officers shall perform the following:
 - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - b. Patrol the Ross Complex at random frequencies. This shall include external and internal patrols.
 - c. Conduct perimeter checks, observing for fence line holes, damage, or suspected unauthorized entry.
 - d. Notify Ross Post 9 when conducting perimeter checks and of any damaged location, intruders or other suspicious activity.
 - e. Determine the cause of intrusion alarms or fire alarms, request assistance, and reset intrusion alarms if appropriate. If the equipment is malfunctioning, notify Ross Post 9. Assist as appropriate, but do not abandon other patrol duties. Record the activity electronically or hardcopy in the SOR and when necessary, complete an electronic incident report prior to departing for the day. Priority response shall be given to any evidence of intrusion or unauthorized access to the CSB Limited Area (room 104), NERC CIP areas, or other critical assets.

- f. Respond to other emergencies as required. Facilitate the entry of emergency vehicles and personnel. This may include controlling traffic and/or escorting emergency vehicles to the site of the emergency.
 - g. Assist in monitoring vehicular traffic entering and departing the Ross Complex.
 - h. Coordinate other patrol activities with Ross Post 3 and the Security Supervisor, to include patrol coverage for BPA's Park Place office complex leased space.
 - i. This post shall provide continuous vehicle patrol of the Ross Complex when possible.
 - j. Enter all incidents in the electronic or hardcopy Security Officer's Report and provide electronic reports as required to the Physical Security Team via email.
 - k. Respond to assist BPA employees or Contractors with vehicle lock-outs, escorts to vehicles, etc.
 - l. Perform other duties related to physical security as directed by the Security Supervisor, Contract Manager, or OSCO.
- x. Ross Security Post 9 (Alarm Monitoring Station)
 - i. This post falls under the U.S. Department of Labor, Wage Determination category of Alarm Monitor.
 - ii. Description of Post
 - 1. This post is located in the Alarm Monitoring Station (AMS) near the west entry to the Dittmer building. This is a one-person post, occupied by an armed, uniformed security officer 24 hours per day, 7 days per week. The security officer shall be equipped with the equipment necessary to perform the required security services.
 - 2. The primary responsibility of this post is to provide monitoring of security alarm systems not associated with BPA's NERC CIP sites, CCTV systems, and remote security systems at all hours and under all conditions. In addition to these duties, this post shall be familiar with duties related to Ross Post 10, providing backup for Ross Post 10 when necessary. This shall include monitoring designated NERC CIP sites and interacting with personnel regarding access control and security issues relating to those sites.
 - iii. Designated Shifts
 - 1. This post shall be manned in three 8-hour shifts as follows:
 - 2. Shift One: 0000 – 0800
 - 3. Shift Two: 0800 – 1600
 - 4. Shift Three: 1600 – 2400
 - iv. Post Duties
 - 1. Officers shall perform the following:
 - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - b. Monitor security alarm systems, physical access control systems (PACS), and CCTV systems for the Ross Complex, to include the

Federal Credit Union at the Plant Services Building, the Dittmer Building and Dittmer Control Center (in the absence of Ross Post 10), Headquarters, and other field sites as determined by OSCO. This shall also include the monitoring of security systems and CCTV systems at the Eugene Starr Complex as outlined in established procedures as well as NERC CIP field sites in the absence of Ross Post 10 due to breaks.

- c. Use established procedures for responding to emergency situations or alarm activations. When necessary, the AMS officer shall dispatch appropriate patrols and contact the Clark County Regional Communications Agency to report emergency situations at the Ross Complex or Park Place office complex. The Contract Manager and OSCO shall be notified when outside agencies are contacted to respond.
- d. Notify local law enforcement, the Contract Manager, and OSCO in the event of suspicious or criminal activities in accordance with Standard Operating Procedures.
- e. Follow established procedures in response to alarms or other emergency situations occurring at field sites and notify the appropriate BPA Control Center (Dittmer or Munro).
- f. Serve as a command and control/communications function for all posts and patrols. Dispatch patrols/security officers as needed to support daily security operations. Communicate information to patrols regarding any unusual or suspicious activity.
- g. Conduct periodic radio checks of all security posts. Communications checks shall be made by radio every hour during daylight hours and every 30 minutes during hours of darkness. During increased threat levels, communications checks shall be conducted every 30 minutes. The frequency of communications checks may be changed by OSCO.
- h. Maintain the electronic Security Desk Blotter, listing security-related activity and information for a 24-hour time period. Formatting or content of specific blotter entries may be added or changed by OSCO.
- i. Perform other administrative functions such as, but not limited to, maintaining hard copies and electronic copies of Security Checklists, Standard Operating Procedures, Security Alerts, Termination Advisories, Call-Down Lists, Incident Reports, and Duty Officer Schedules. When necessary, disseminate by e-mail Access Revocation Notices via established procedures. Record and maintain CCTV recordings of security-related incidents. Write and submit incident reports when applicable.
- j. Act as the primary point of contact for any Dittmer building access for employees and Contractors after Ross Post 1 and Ross Post 4 has closed for the day, including weekends and holidays.
- k. Issue and collect keys to authorized personnel as determined by OSCO.
- l. Record information pertaining to false and nuisance alarms for security systems in accordance with established procedures. Report problems with alarm system or CCTV system hardware or software in accordance with established procedures.
- m. Assist with security system testing of BPA alarmed sites by providing alarm monitoring support and records during and following testing.
- n. Notify appropriate personnel during inclement weather in accordance with established procedures. Additional duties may include updating the

BPA Emergency Information web site to reflect possible building closures or delayed openings.

- o. Maintain communications with the BPA nurse at the Ross Complex and Park Place office complex, making notifications to the nurse for emergency medical situations during normal business hours. This may include cell phone or radio communications.
- p. Maintain familiarity with operating and sending emergency notifications through the designated Emergency Notification System (ENS).
- q. Answer the Federal Crime Witness Hotline.

xi. Ross Security Post 10 (AMS) – NERC Systems

- i. This post falls under the U.S. Department of Labor, Wage Determination category of Alarm Monitor.

ii. Description of Post

- 1. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or efficiencies in accordance with established procedures.
- 2. This post is located in the Alarm Monitoring Station (AMS) near the west entry to the Dittmer building. This is a one-person post, occupied by an armed, uniformed security officer 16 hours per day, Monday through Friday, excluding holidays. At BPA's discretion, the option to convert this post to 24 hours per day, 7 days per week, may be exercised. The security officer shall be equipped with the equipment necessary to perform the required security services.
- 3. The primary responsibility of this post is to provide monitoring of NERC CIP security alarm systems, PACS, and CCTV systems under all conditions. This post serves as the primary point of contact with BPA personnel regarding access control and security of designated NERC CIP field sites and facilities. Additionally, this post will provide backup to the Ross Post 9 AMS officer. This post serves as a primary point of contact for any Dittmer building NERC CIP PSP access issues for employees and Contractors.

iii. Designated Shifts

- 1. As a 16-hour post, this post shall be manned in two 8-hour shifts as follows:
 - a. Shift One: 0600 – 1400
 - b. Shift Two: 1400 – 2200

iv. Post Duties

- 1. Officers shall perform the following:
 - a. Monitor security alarm systems and CCTV systems for all designated NERC CIP sites and facilities, to include the Dittmer building NERC CIP PSP (Dittmer Control Center).
 - b. Be familiar with all Ross Post 9 duties and provide backup as necessary for monitoring non-NERC CIP sites. This includes the Ross Complex, the Federal Credit Union at the Plant Services Building, Headquarters, and other field sites as determined by OSCO. This shall also include the monitoring of security systems and CCTV systems at the Eugene Starr Complex as outlined in established procedures.
 - c. Use established SOP's and procedures for responding to emergency situations or alarm activations associated with NERC CIP sites. When

necessary, Ross Post 10 shall dispatch appropriate patrols and contact the Clark County Regional Emergency Communications Agency to request response from outside agencies for situations at the Ross Complex. The Contract Manager and OSCO shall be immediately notified when outside agencies are contacted to respond.

- d. Following Standard Operating Procedures notify local law enforcement, the Contract Manager, and OSCO in the event of suspicious or criminal activities.
- e. Follow established procedures relating to NERC CIP sites and contact the appropriate BPA Control Center (Dittmer or Munro) in response to alarms or other emergency situations occurring at NERC CIP field sites.
- f. Respond to ProWatch alarms associated with NERC CIP sites and follow established response procedures. Enter all alarm activity associated with NERC CIP sites in the ProWatch Event Log. Entries shall include alarm assessment, cause, and name of subject (if applicable).
- g. In the absence of Ross Post 9, serve as a command and control/communications function for all posts and patrols. Dispatch patrols/security officers as needed to support daily security operations. Communicate information to patrols regarding any unusual or suspicious activity.
- h. In the absence of Ross Post 9, conduct periodic radio checks of all security posts. Communications checks shall be made by radio every hour. During increased threat levels, communications checks shall be conducted every 30 minutes. The frequency of communications checks may be changed by the Contract Manager or OSCO.
- i. Maintain the NERC CIP Security Desk Blotter, listing security-related activity for NERC CIP sites for a 24-hour time period. Formatting or content of specific blotter entries may be added or changed by OSCO. This electronic blotter shall be submitted daily via email to OSCO.
- j. Perform other administrative functions associated with the monitoring of NERC CIP sites such as, but not limited to, maintaining electronic and/or hard copies of Weekly Alarm Mask Outage Log, NERC Physical Security Perimeter (PSP) Alternate Access Log, Call-Down Lists, NERC Reports, and Duty Officer Schedules. Record and maintain CCTV clips and generate CD-ROMs of NERC CIP security-related incidents. Write and submit electronic incident reports as applicable.
- k. Act as the primary point of contact for any Dittmer building PSP access issues for employees and Contractors.
- l. Electronically document false and nuisance alarms for NERC CIP security systems in accordance with established procedures. Electronically report problems with alarm system or CCTV system hardware or software in accordance with established procedures.
- m. Assist with security system testing as directed.
- n. Maintain familiarity with operating and sending emergency notifications through the Emergency Notification System (ENS).
- o. Perform patrols of the Dittmer building, Dittmer Control Center, and Dittmer building exterior when directed by OSCO. When possible, Ross Post 10 may act as the primary response element for security issues associated with the Dittmer building or Dittmer building PSP.

iii. BPA PARK PLACE LEASED OFFICE COMPLEX SECURITY POST 1

i. Description of Post

- i. This post shall be a one person post occupied by an armed, uniformed security officer at BPA Park Place office complex leased office space, located at 7500 NE 41st Ave., Vancouver, WA 98662.
- ii. This post shall be manned 12 hours per day, Monday through Friday, except federal holidays or as otherwise directed by OSCO. This post may be unarmed as allowed under arming Section 13.b "Exceptions" unless circumstances associated with the activation of this post warrants no exception as determined by OSCO.
- iii. The primary responsibility of this post is to monitor access to the BPA controlled areas, patrol the facility and adjacent public areas.
- iv. Questions about physical security and access control policy shall be deferred to the Ross Physical Security Specialists.

ii. Designated Shifts

- i. This post shall be manned in one 12-hour shift from 0600 – 1800 Monday through Friday, except designated federal holidays.
- ii. Additional hour requirements or posts may be added at the discretion of OSCO.

iii. Post Duties

- i. Officers shall perform the following:
- ii. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
- iii. Perform interior and exterior patrols of designated buildings throughout the shift. The officer shall conduct patrols of the complex, parking areas, garages, etc. Interior patrols shall include random foot patrols of the various work areas of the buildings occupied by BPA. Officers shall inspect stairwells, work areas, restroom facilities, lobbies and entrances. The officer is expected to verbally interact with employees while performing their rounds, thus giving the employees a sense of active security operations.
- iv. Remain alert for unusual, suspicious, or unauthorized activities in, around, and throughout the Park Place office complex area.
- v. Monitor personnel traffic entering, exiting, and inside buildings.
- vi. Monitor activities in the main lobbies of buildings maintaining safety and security of BPA work areas.
- vii. Respond to emergency situations involving the Park Place office complex. Notify the BPA nurse for medical emergencies during normal business hours. This post shall be familiar with emergency evacuation procedures for the Park Place office complex buildings occupied by BPA personnel.
- viii. Verify identities of individuals entering BPA work areas as necessary. When necessary, remind BPA staff members to properly display their ID in accordance with established procedures. Immediately report uncooperative personnel to the Dittmer AMS who will notify the Contract Manager and OSCO via telephone.
- ix. Notify BPA Facilities using [web request](#) for Service Requests, FacilitiesOperationsCallCenter@bpa.gov email or call 360-418-2070 if problems exist with the doors.
- x. Maintain communications with the AMS (Ross Post 9) for the Ross Complex.

iv. EUGENE STARR COMPLEX SECURITY POSTS 1 and 2

i. General Information

- i. Two security posts (Celilo Post 1 and Celilo Post 2) are assigned for the Eugene C. Starr Complex, located in The Dalles, Oregon. These posts shall be manned by armed and uniformed security officers/supervisors. An Exception to this shall be for Celilo Post 1, which may be unarmed as allowed in section 13.b of this statement of work "Exceptions," but only during day shift hours while Celilo Post 2 is on duty as well. The unarmed status of Celilo Post 1 may not exceed 45 calendar days without approval of the COR.
- ii. A Security Supervisor shall be assigned to the complex, on duty from 0800 to 1600 and shall assume duties as either Celilo Post 1 or Celilo Post 2 in addition to performing supervisory duties. When Celilo Post 1 is occupied by an unarmed security officer, the Security Supervisor shall occupy Celilo Post 2.
- iii. All officers assigned to the Eugene Starr Complex shall be trained and capable of operating the various security systems, CCTV systems, and remotely controlled gates prior to assuming the post. All officers assigned to the Eugene Starr Complex shall possess a valid Non-Electrical Worker Energized Access Permit, required for entering energized areas.
- iv. All officers assigned to the Eugene Starr Complex shall be familiar with designated NERC CIP areas on the complex and access requirements associated with NERC CIP areas.
- v. Under the direction of OSCO, the Contractor shall establish Standard Operating Procedures (SOP) specific to the Eugene Starr Complex. These procedures shall facilitate compliance with BPA requirements and the operation of the security systems, CCTV systems, alarm response, operation of remotely controlled gates, and other systems as they are implemented. Vehicle inspections shall be conducted in accordance with approved SOPs.
- vi. Questions about physical security and access control policy shall be deferred to the South Region Physical Security Specialist or other OSCO Physical Security Specialists.

ii. Post Descriptions

i. Celilo Post 1

1. The primary responsibility of this post is to monitor access to the Starr Complex via access control systems and CCTV systems, address alarms associated with security systems and remotely operate gates as needed. This post may be temporarily unarmed (Day Shift Only) in accordance with Section 13.b of this statement of work to facilitate security officer licensing requirements.

ii. Celilo Post 2

1. The primary responsibility of this post is to conduct vehicle patrols, building foot patrols, incident response, vehicle inspections, and visitor access control. This post shall be assumed by the Security Supervisor.

iii. Designated Shifts

1. Celilo Post 1

- a. 24 hours per day, seven days per week and posted as follows:
- b. Shift One: 0800-1600
- c. Shift Two: 1600-0000
- d. Shift Three: 0000-0800

2. Celilo Post 2

- a. Posted 0800 – 1600, Monday through Friday, except holidays

iv. Post Duties

1. Officers shall perform the following:
2. Celilo Post 1
 - a. Act as the primary post to monitor physical access and security-related activity via CCTV systems.
 - b. Use established procedures for responding to emergency situations, alarm activations, suspicious activity, or criminal incidents. When necessary, dispatch Celilo Post 1 and contact the Wasco County Emergency Dispatch (911), to request response from outside agencies for situations at the Eugene Starr Complex. Notify the Contract Manager and OSCO when outside agencies are contacted to respond.
 - c. Respond as necessary to assist Celilo Post 2 in performing site-related duties or incident responses. Conduct patrols, access control, and assist as necessary for visitor access and vehicle inspections. Contact the AMS (Ross Post 9) prior to leaving this post to assist Celilo Post 2.
 - d. Maintain the Security Desk Blotter, listing security-related activity and information for a 24-hour time period. Formatting or content of specific blotter entries may be added or changed by OSCO.
 - e. Maintain communications with Ross Post 9 (AMS) through procedures established for communications checks.
 - f. Conduct random patrols throughout the complex (a minimum of one every three hours and no less than three patrols in an eight-hour shift).
 - g. Conduct vehicle inspections as applicable or directed by an OSCO Physical Security Specialist.
 - h. Respond to observed suspicious activity, as directed by the Security Supervisor or as reported by employees.
 - i. Respond to and investigate alarms on the complex.
 - j. Assist Celilo Post 2 as required.
 - k. Report suspicious activity to the Dittmer AMS. During shift two and shift three, after normal complex business hours, post shall report activity directly to local law enforcement in the event of an emergency and notify the Dittmer AMS as soon as practical.
 - l. Operate CCTV and alarm systems during certain hours as directed by the Security Supervisor. Notify the AMS (Ross Post 9) when leaving these systems unattended to conduct patrols.
3. Celilo Post 2, Supervisor
4. Serve as the immediate emergency security response to administrative and management staff at the complex and referring non-emergency contact to OSCO.
5. Perform functions such as standing post (Celilo Post 1 or Celilo Post 2), monitoring physical access and CCTV systems, and patrolling and responding to security incidents, other emergencies, or inspection of vehicles entering the complex as needed.
6. Ensure compliance with all applicable portions of this statement of work as well as requirements for NERC CIP designated areas.

7. Issue site specific temporary badges for visitors or employees who have forgotten their badge.
8. Ensure all security incidents are reported to the Contract Manager and OSCO immediately via telephone followed by an emailed electronic Security Incident Report.
9. Ensure Security Officer Reports and the daily Security Desk Blotter are accomplished in accordance with established directives.
10. Assist, relieve, and train officers as needed.
11. Perform other administrative functions such as, but not limited to, maintaining hard copies and/or electronic copies of Security Checklists, Standard Operating Procedures, Security Alerts, Termination Advisories, Call-Down Lists, Incident Reports, and Duty Officer Schedules. When necessary, record and maintain CCTV clips of security-related incidents that meet evidentiary requirements. Write and submit incident electronic reports when applicable.
12. Record information pertaining to false and nuisance alarms for security systems in accordance with established procedures. Report problems with alarm system or CCTV system hardware or software in accordance with established procedures.
13. When manned during BPA off duty hours, to include weekends and holidays this post shall provide a combination of patrol duties on the Eugene Starr Complex.

v. SECURITY SERVICE FOR MUNRO COMPLEX

- i. BPA's Munro Control Center (MCC) and Munro Alternate Scheduling Center (MSC), co-located in Mead, Washington, is a Tier I critical asset for the agency's ability to maintain electrical reliability and stability for the region

i. General Information

1. Standard security officer procedures shall apply to all Munro Complex security posts. Under the direction of OSCO, the Contractor shall establish OSCO approved procedures for monitoring the ingress and egress of commercial vehicles, visitors and vendors to ensure persons or vehicles travel only to their authorized destinations and exit the complex in a timely manner. Officers shall maintain entry logs and visitor access procedures, as well as radio and telephone communications between the various posts, supervisors, BPA visitor/vendor sponsors, the Contract Manager, and OSCO as needed. Posts directly supporting response to NERC CIP designated areas, or other critical assets, shall be familiar with the location of those areas, access requirements, and procedures for entry. All posts and patrols assigned to the Munro Complex shall be knowledgeable of building evacuation, shelter-in-place procedures, and other contingency procedures.
2. Under the direction of OSCO, the Contractor shall develop prescribed Standard Operating Procedures (SOP's) specific to the MCC/MSC. These procedures shall facilitate compliance with BPA requirements and the operation of the security systems, CCTV systems, alarm response, operation of remotely controlled gates, and other systems as they are implemented.
3. MCC/MSC shall have two (2) operational security posts (Munro Post 1 and Munro Post 2) to support the facility security posture. These posts shall be manned by armed and uniformed security officers. Questions about physical security and access control policy shall be deferred to the East Region Physical Security Specialist or other OSCO Physical Security Specialists.

ii. Munro Post 1, Munro Alarm Monitoring Station (AMS)

1. This post falls under the U.S. Department of Labor, Wage Determination category of Alarm Monitor.

2. Description of Post

- a. This post is located inside the Munro Scheduling Center facility, alternate Alarm Monitoring Station (AMS). This shall be a one-person post, occupied by an armed, uniformed security officer 24 hours per day, 7 days per week. The security officer shall be equipped and trained as necessary to perform the required security services.
- b. The primary responsibility of this post shall be to provide monitoring of security alarm systems associated with the Munro facility and BPA's NERC CIP facilities, to include associated CCTV systems and remote security systems at all hours and under all conditions (similar to Ross Post 9 & 10). This post shall be familiar with duties related to Ross Posts 9 and 10, providing backup for these posts when necessary. This post shall interact with local site and field personnel regarding access control and security issues following established procedures approved by OSCO relating to MCC/MSD as well as monitored field sites.

3. Designated Shifts

- a. This post shall be manned in three 8-hour shifts as follows:
 - i. Shift One: 0000 – 0800
 - ii. Shift Two: 0800 – 1600
 - iii. Shift Three: 1600 – 0000

4. Post Duties

- a. Officers shall perform the following:
- b. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
- c. Monitor security alarm systems and CCTV systems for all designated NERC CIP sites and facilities, in addition to the MSD/MSD. Assess and document alarm activity according to established SOP's.
- d. Maintain familiarity with all Ross Post 9 and Ross Post 10 duties. Provide backup as necessary for monitoring facilities and sites falling under the responsibility of Ross Post 9 and Ross Post 10.
- e. Use established SOP's and procedures for responding to emergency situations or alarm activations, to include those alarms associated with NERC CIP facilities. Dispatch appropriate patrols and contact the local regional emergency communications agency (911) to request response from outside agencies for situations at the MSD/MSD complex. The Security Supervisor, Contract Manager and OSCO shall be notified when outside agencies are contacted to respond.
- f. Notify local law enforcement, Security Supervisor, the Contract Manager, and OSCO in the event of suspicious or criminal activities in accordance with Standard Operating Procedures.
- g. Follow established procedures relating to NERC CIP sites and contact the appropriate BPA Control Center (Dittmer or Munro) in response to alarms or other emergency situations occurring at field sites.

- h. Respond to and electronically document alarms associated with NERC CIP sites and follow established response procedures. Documentation shall include alarm assessment, cause, name of subject (if applicable) and security status of site.
- i. Communicate with Munro Post 2 as needed to support daily security operations for MCC/MS. Communicate information to Munro Post 2 regarding any unusual or suspicious activity.
- j. Conduct periodic communication checks with Munro Post 2. Communications checks shall be conducted every hour. During increased threat levels, communications checks shall be conducted every 30 minutes. The frequency of communications checks may be changed by OSCO.
- k. Conduct communication checks with the Ross AMS. Communication checks shall be conducted hourly during non-duty hours to include weekends and holidays.
- l. Maintain the NERC CIP Security Desk Blotter, listing security-related activity for NERC CIP sites for a 24-hour time period. Formatting or content of specific blotter entries may be added or changed by OSCO. This blotter shall be electronically submitted daily to OSCO.
- m. Perform other administrative functions associated with the monitoring of NERC CIP sites such as, but not limited to, maintaining electronic and hard copies of Weekly Alarm Mask Outage Log, NERC Physical Security Perimeter (PSP) Alternate Access Log, Call-Down Lists, NERC Reports, and Duty Officer Schedules. Record and maintain CCTV clips and generate Video Clips of NERC CIP security-related incidents. Write and submit incident reports as applicable.
- n. Electronically Record information pertaining to false and nuisance alarms for NERC CIP security systems in accordance with established procedures. Report problems with alarm system or CCTV system hardware or software in accordance with established procedures.
- o. Assist with security system testing of BPA HQ, Ross Complex and Vancouver Mall locations, also support OSCO Physical Security Specialists during alarm system testing.
- p. Maintain familiarity with operating and sending emergency notifications through the Emergency Notification System (ENS).
- q. Perform a combination of alarm monitoring duties and Emergency Notification System duties associated with Continuity of Operations activities.
- r. When performing Continuity of Operations duties, Munro Post 1 shall coordinate with the Ross AMS when leaving post to ensure continuity of field site alarm system monitoring.

iii. Munro Post 2, Supervisor/Patrol

1. Description of Post

- a. The post shall be manned 24 hours per day 7 days a week.
- b. During below Weekday Day Shift duty hours this post shall be occupied by a supervisor who is armed and uniformed 12 hours per day, 5 days per week, with the exception of federal holidays. The Security Supervisor

shall be equipped and trained as necessary to perform the required supervisory and security services functions.

- c. The primary responsibility of this post is to support daily security officer operations for the MCC/MSC facility and shall also conduct foot/vehicle patrols, incident/alarm response, visitor access control, vehicle inspections, and shall ensure only authorized personnel obtain access through the perimeter of the facility using OSCO approved processes.
- d. This post shall remain highly visible in the area around MCC/MSC when not performing supervisory duties. This post shall refer questions about policy or process regarding access control, security issues, and daily security operations to the East Region Physical Security Specialist or other OSCO Physical Security Specialists.
- e. During BPA off duty hours, to include weekends and holidays this post shall provide a combination of AMS support activities including monitoring surveillance and alarm systems at NERC CIP and Non NERC CIP sites. This post shall also provide off duty hours patrol of the Munro Complex with primary focus in supporting NERC CIP site monitoring.

2. Designated Shifts

- a. This post shall be manned in 12-hour shifts as follows:
 - i. Day Shift: 0600 – 1800 (Week day Supervisor)
 - ii. NightShift: Off duty hours to include weekends and holidays this post will be manned by Security Officer performing patrol and AMS duties.

3. Post Duties

- a. Officers shall perform the following:
- b. Perform supervisory duties of security officers in accordance with this SOW as applicable to location.
- c. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies to Contract Manager, OSCO and send notification to BPA Service Tracking in accordance with established procedures.
- d. Process and screen visitors entering the complex in accordance with established procedures.
- e. Conduct vehicle inspections in accordance with established BPA requirements and current procedures approved by OSCO.
- f. Respond to and investigate alarms on the complex.
- g. Respond to suspicious activity as observed or dispatched, or as reported by employees.
- h. Assist Munro Post 1 as required.
- i. Report suspicious activity to Munro Post 1, the Contract Manager and OSCO.
- j. Inform all visitors firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor, or Contractor is carrying a weapon or other prohibited contraband, the officer shall act in accordance with established procedures. The officer shall not recommend any course of

action regarding the disposition, storage or security of the subject weapon or contraband. The incident shall immediately be reported to Munro Post 1 and OSCO.

4. Vehicle Barriers and Security Procedures

- a. During normal duty hours, 0600 – 1800 on weekdays, the outer facility vehicle gate shall remain open, unless otherwise directed by OSCO, or if emergency conditions arise warranting securing the outer gate. In such cases, Munro Post 1, and OSCO shall be advised immediately.
- b. The outer vehicle gate shall remain closed, requiring personnel to badge in for access during non-business hours including holidays.
- c. The inner vehicle gate shall remain closed at all times, requiring personnel with authorized access to badge at a card reader to operate the gate.
- d. Munro Post 2 shall issue access cards to visitors allowing operation of the gate after screening and access to the General Office Building.
- e. The inner automated vehicle gate for the MCC area shall remain closed at all times.
- f. Visitors requiring access to the MCC shall be processed according to established procedures at the main gate before proceeding to the MCC gate and meeting their BPA host at the MCC Main Entry.

vi. SECURITY OFFICER DEPLOYMENT

- i. Additional Security Services requested by BPA will be paid at the Armed Security Officer rate unless pre-approved by an OSCO representative. Armed Security Supervisors who fill an Additional Services deployment post will be paid at the Armed Security Officer rate during the deployment unless OSCO representatives make the determination that supervisory duties will be appropriate during the deployment.
- ii. Armed Security officers may be deployed to non-energized sites or may remain outside of energized facilities providing security in the event of increased threats, criminal activity or if substantial BPA assets require protection. Officers remaining outside of energized access areas during deployment are not required to hold BPA Non-Electrical Worker Permits.
- iii. Security officers may be requested to deploy within energized access areas to provide security in the event of increased threats, criminal activity or if substantial BPA assets require protection.
- iv. Security officers deployed within energized facilities are required to hold valid Contractor's Non Electrical Workers Permits, or other necessary permits, for energized facility access. To obtain this permit, each officer to be deployed to an energized facility **and** maintaining a Non-Electrical Worker Permit must meet all Substation Operations Group requirements for safety and training.
- v. All security officers shall be familiar with safety information outlined in this section. In addition, officers must perform requirements contained in the deployed security officer post orders outlined below.
- vi. Emergency and Non-Emergency Deployment
 - i. The Contractor may be asked to deploy security officers in situations arising from either 1) a credible and serious threat to a BPA facility, personnel, or resources, in the event OSCO determines a high likelihood of criminal activity could occur at a BPA site, or 2) when other activity such as an earthquake or other natural disaster potentially jeopardizes the BPA mission of providing electrical power. As directed by the CO, travel costs due to deployment outside of local areas where officers are assigned will be reimbursable in accordance with the Federal Travel Regulation (FTR). Travel cost

estimates must be submitted in writing electronically and approved by the COR or other OSCO Physical Security (Federal employee) representative in advance of actual travel.

ii. Notification

1. The Contractor will be notified in writing, e-mail, or phone of a pending security deployment. Deployment requests will be made verbally if a deployment is needed immediately. Notifications are authorized from the CO, COR, Chief Security Officer or Physical Security Representatives (Federal) within OSCO.

iii. Training

1. Security officers must complete BPA provided energized facility safety training prior to posting within an energized environment. The Contractor shall maintain an up to date list of security officers who hold current Contractor Non Electrical Worker Permits. The Contractor shall provide a copy of this list to the COR upon request.
2. Security officers must complete any training required to maintain certification for the Contractor Non Electrical Worker Permit and access to energized environments. Training shall be documented in electronic or hardcopy format by the Contractor and made available for to the COR upon request.

iv. Equipment

1. Contractor furnished equipment:
 - a. All normal duty gear including rain gear, and cold weather gear as needed.
 - b. Vehicle meeting the needs of the terrain and situation.
 - c. Cellular Telephone.
 - d. Portable Arming Barrel, or equivalent, safe procedure if arming/disarming is to occur on site.
 - e. Water as needed.
 - f. Other items deemed necessary by the Contractor or COR.

v. Post Duties

1. Officers deployed shall be armed. The Contractor shall comply with the post duties as provided by OSCO as coordinated with deployed site responsible official. Deviations from post duties require email or verbal approval in advance from an OSCO representative.
2. Upon arrival at an energized facility, the officer must follow BPA training for accessing an energized site.
3. Upon arrival to a field site, security officers must meet with the BPA Site Supervisor. If this is not possible, the officer must follow the direction of OSCO through the on-duty Security Supervisor.
4. If an intruder is discovered on site, security officers must attempt to control the situation in the safest manner possible. Security officers shall not pursue a suspect into an energized facility. If the intruder gains access to the energized yard and is non-compliant, security officers shall immediately notify the responsible AMS who will contact law enforcement for assistance and notify the appropriate Control Center. If an intrusion into an energized area is suspected, security officers shall notify the responsible AMS who will contact law enforcement for assistance and notify the appropriate Control Center. Security

officers shall take a position of cover allowing for observation of the facility and await the arrival of law enforcement.

5. Security Officer Reports (SOR's hardcopy or electronic) must be maintained noting the date and time of various patrol duties such as perimeter, building, or surrounding area checks. Security officers must maintain record of the time and reason for the departure from posts. Security officers must coordinate post departures with the responsible AMS.
6. At the end of shift, prior to departure, security officers must notify the appropriate AMS, and note the time of departure. Deployed security officers must maintain communication capability with the Responsible AMS unless circumstances, such as the remote location of the facility, prevent communications from the site.

vi. Discharge of Firearms

1. Officers shall avoid discharging a firearm in, around or near an energized facility unless no other alternative exists.
2. Officers shall not discharge liquid (Aerosol Self Defense spray) within the energized environment due to possible electrocution hazard.

vii. PERFORMANCE ASSURANCE

- i. The Contractor shall establish a performance assurance or quality assurance program ensuring personnel performing duties have the appropriate knowledge, skills, and abilities to perform the following:
 - i. Work in both corporate and industrial security functions
 - ii. Personnel are screened to meet the highest level of integrity to perform security-related duties
 - iii. Personnel are able to meet extensive background checks and security clearance standards
 - iv. Personnel meet appropriate physical capability/readiness levels associated with security-related duties
 - v. Personnel retention is addressed to maintain continuity of personnel and a low employee turnover rate.
 - vi. This performance assurance, or quality assurance, program may be a pre-existing program employed by the Contractor. The program must meet any additional specific requirements outlined within this statement of work.
 - vii. The Contract Manager shall ensure all BPA-specific elements of the Performance Assurance Program outlined below are met.
- ii. Training Elements
 - i. Job Task Analysis (JTA)
 1. A JTA shall be developed for all security posts within 90 calendar days of the award of the contract following the Oregon Department of Public Safety Standards and Training: "The Job Task Analysis (JTA) Process."
<http://www.oregon.gov/dpsst/at/docs/thejtaprocess.pdf>
 2. JTA's shall be reviewed and updated a minimum of annually. Reviews shall be documented by the Contractor and documentation provided to the COR.
 3. The JTA shall provide the basis for contractor provided individual security post training as well as security post certifications.
- iii. Security Post Certifications

- i. The Contractor shall develop, review and or adapt methodology, requirements, documentation methods, and testing material to conduct initial security post certifications as well as annual (recurring) security post certification training specific to the BPA Security Services Contract implemented within 90 calendar days of the award of the contract.
 - ii. At a minimum, initial security post certifications shall include task knowledge/task performance certification based on the applicable security post JTA as well as written testing. This shall apply for new hires and existing security officers newly assigned to a security post.
 - iii. Annual security post certifications shall include at a minimum written knowledge testing of specific post procedures for all security officers posted. Similar posts may use the same quality control testing.
 - iv. Security post certification methodology shall be hierarchical and must be approved in advance by the COR.
- iv. Self-Assessments
 - i. The Contractor shall conduct annual self-assessments relating to security posts, post duties, and security training, security firearms training, and firearms safety.
 - ii. Self-assessments must identify findings, if applicable, and corrective actions.
 - iii. The Contractor shall track and follow-up on corrective actions in an effort to close identified findings.
 - iv. The Contractor shall notify the COR upon the initiation of a self-assessment and shall provide to the COR the written self-assessment report in an electronic format within 20 business days of assessment completion.
- v. Performance Testing
 - i. The Contractor shall develop methodology as part of their internal Quality Control Program to implement, document, and maintain performance testing (e.g. alarm response performance tests and limited scope performance tests) for the security force carried out by Contractor assigned personnel: Contract Manager, Contract Quality Control personnel or designated security supervisors.
 - ii. Performance testing methodology shall include an applicable safety plan which shall be approved in advance by the COR before implementation.
 - iii. Performance testing methodology shall be finalized for approval within 120 calendar days following award of the contract.
 - iv. Once finalized and implemented, written records of performance testing shall be forwarded to the COR.
 - v. Limited Scope Performance testing shall be performed a minimum of twice a month and documented. Documentation shall include evaluation criteria/objectives, results, and corrective actions needed, if applicable.

viii. PERFORMANCE EVALUATIONS

- i. The CO and COR shall meet with Contractor senior personnel assigned to support the contract in-person or via phone not less than annually to discuss results of BPA quality control findings and overall performance.
- ii. The Contractor shall provide a plan for corrective actions within 5 calendar days following notification from the CO or COR of corrective action, poor performance or failure to perform. The Contractor must provide information on actions to be taken and expected completion date and notification when corrective actions are completed.

APPENDIX 1 – SUBCONTRACTING PLAN

The approved full text subcontracting plan is located in the official file. This page is intentionally left blank.

APPENDIX 2 – COLLECTIVE BARGAINING AGREEMENT

The full text collective bargaining agreement, signed 8/19/2019, is located in the official file. This page is intentionally left blank.

UNITED STATES
GOVERNMENT

CONTRACT



Email Invoice To: ajreiter@bpa.gov

Contract : 00080004
Release :
Page : 1

Vendor:
INTER-CON SECURITY SYSTEMS INC
210 SOUTH DE LACEY AVE
PASADENA CA 91105

Please Direct Inquiries to:

CODY L. RODRIGUEZ
Title: CONTRACT SPECIALIST
Phone: 503-230-4262
Email: clrodriguez@bpa.gov

Attn: MATTHEW REESER

Contract Title: BPA SECURITY SERVICES

Total Value : (b) (4)
Pricing Method: FIRM FIXED PRICE
Performance Period: 09/01/18 - 09/30/20

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

(b) (6)
Contractor Signature
Neil Martau, Chief Administrative Officer
Printed Name/Title
3/18/2020
Date Signed

(b) (6)
Digitally signed by Cody L. Rodriguez
Date: 2020.03.19 12:17:30 -07'00'
BPA Contracting Officer
Date Signed

Title : EUGENE STARR AND MUNRO CHANGES
Modification: 005
Modified Performance Period: -
Modification Value: (b) (4)
Pricing Method :

CONTINUATION SHEET

Page 2 of 108

The purpose of this modification is to implement statement of work changes resulting in increased post staffing level requirements based on Bonneville need. This modification also corrects a pricing error caused by modification 004, which failed to include CLIN 5001 Transition Services in the contract total prices. The modification incorporates a price adjustment across all current and future option period CLINs & subCLINs, resulting in overall price decreases. This modification executes the following changes:

1. Base and Exercised Options Total error is corrected, increasing the total by (b) (4).
(b) (4).
2. SubCLINs 1006Q – 1006X and 1007U – 1007BD are added to the schedule of pricing incorporating the (b) (4) unit price decrease for each hourly rate.
3. Unit Prices for subCLINs 2006 and 2007 Deployment and Urgent Security Services OR / WA and subsequent option period subCLINs are decreased by (b) (4) each. CLINs 2001 – 2005 and subsequent option period CLIN monthly unit prices are decreased accordingly.
4. CLINs 1015 – 1019 are added to the schedule of pricing, resulting in a contract price increase of (b) (4).
(b) (4) CLINs incorporate the above noted price changes.
5. No additional changes are made by this modification. This modification constitutes full equitable adjustment for the changes made hereto.

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UNIT 1 — COMMERCIAL

CONTRACT-BASIC TERMS (28-1.1) (MAR 2018)(BPI 28.3.4(A))

- (a) This is a Firm Fixed Price (FFP) contract for eleven months with options to extend for four pre-priced one-year option periods. By signing the contract cover page, Bonneville and the Contractor agree, subject to the attached terms and conditions, the Contractor shall sell to Bonneville the services identified herein at the prices set forth in the Schedule of Pricing.
- (b) This contract shall become effective upon receipt of the signed 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))

The contractor shall provide the services at the prices identified in accordance with the Statement of Work (SOW). Contract Line Item Numbers (CLINs) 0001 – 0005 and corresponding option period CLINs are FFP. CLINs 0006 – 0008 and corresponding option period CLINs are T&M based on actual costs. The Contractor submitted cost estimates must be submitted to and approved by the COR in advance.

Contract extension in accordance with BPI Clause 7-39 Option to Extend Services is based on the schedule of prices.

CLIN	Description	Unit	Qty	Unit Price	Price
Base Period: 11/1/2018 - 09/30/2019					
0001	Headquarters Complex Security Posts; 11/1/2018 - 09/30/2019	MO			
0002A	Ross Complex Security Posts; 11/1/2018 - 01/31/2019	MO			
0002B	Ross Complex Security Posts; 02/1/2019 - 09/30/2019	MO			
0003	Park Place Complex Security Posts	MO			
0004	Eugene Starr Complex Security Posts	MO			
0005	Munro Complex Security Posts	MO			
0006	Deployment and Urgent Security Services OR				
0006A	Security Officer, Unarmed – Standard Rate	HR			
0006B	Security Officer, Armed – Standard Rate	HR			
0006C	Security Officer, Supervisor – Standard Rate	HR			
0006D	Alarm Monitor – Standard Rate	HR			
0006E	Security Officer, Unarmed – Overtime Rate	HR			
0006F	Security Officer, Armed – Overtime Rate	HR			
0006G	Security Officer, Supervisor – Overtime Rate	HR			
0006H	Alarm Monitor – Overtime Rate	HR			
0007	Deployment and Urgent Security Services WA				
0007A	Security Officer, Unarmed – Standard Rate	HR			
0007B	Security Officer, Armed – Standard Rate	HR			
0007C	Security Officer, Supervisor – Standard Rate	HR			
0007D	Alarm Monitor – Standard Rate	HR			

(b) (4)

0007E	Alarm Monitor, Supervisor – Standard Rate	HR	
0007F	Security Officer, Unarmed – Overtime Rate	HR	
0007G	Security Officer, Armed – Overtime Rate	HR	
0007H	Security Officer, Supervisor – Overtime Rate	HR	
0007I	Alarm Monitor – Overtime Rate	HR	
0007J	Alarm Monitor, Supervisor – Overtime Rate	HR	
0008	Travel Costs IAW FTR		

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Option Period 1: 10/1/2019 - 9/30/2020

1001	Headquarters Complex Security Posts 10/1/2019 – 11/30/2019	MO	
1002	Ross Security Posts 10/1/2019 – 11/30/2019	MO	
1003	Park Place Security Posts 10/1/2019 – 11/30/2019	MO	
1004	Eugene Starr Complex Security Posts 10/1/2019 – 11/30/2019	MO	
1005	Munro Security Posts 10/1/2019 – 11/30/2019	MO	
1006	Deployment and Urgent Security Services OR		
1006A	Security Officer, Unarmed – Standard Rate 10/1/2019 – 11/30/2019	HR	
1006B	Security Officer, Armed – Standard Rate 10/1/2019 – 11/30/2019	HR	
1006C	Security Officer, Supervisor – Standard Rate 10/1/2019 – 11/30/2019	HR	
1006D	Alarm Monitor – Standard Rate 10/1/2019 – 11/30/2019	HR	
1006E	Security Officer, Unarmed – Overtime Rate 10/1/2019 – 11/30/2019	HR	
1006F	Security Officer, Armed – Overtime Rate 10/1/2019 – 11/30/2019	HR	
1006G	Security Officer, Supervisor – Overtime Rate 10/1/2019 – 11/30/2019	HR	
1006H	Alarm Monitor – Overtime Rate 10/1/2019 – 11/30/2019	HR	
1006I	Security Officer, Unarmed – Standard Rate 12/1/2019 – 12/31/2019	HR	
1006J	Security Officer, Armed – Standard Rate 12/1/2019 – 12/31/2019	HR	
1006K	Security Officer, Supervisor – Standard Rate 12/1/2019 – 12/31/2019	HR	
1006L	Alarm Monitor – Standard 12/1/2019 – 12/31/2019	HR	
1006M	Security Officer, Unarmed – Overtime Rate 12/1/2019 – 12/31/2019	HR	
1006N	Security Officer, Armed – Overtime Rate 12/1/2019 – 12/31/2019	HR	
1006O	Security Officer, Supervisor – Overtime Rate 12/1/2019 – 12/31/2019	HR	
1006P	Alarm Monitor – Overtime Rate 12/1/2019 – 12/31/2019	HR	
1006Q	Security Officer, Unarmed – Standard Rate 1/1/2020 - 9/30/2020		
1006R	Security Officer, Armed – Standard Rate 1/1/2020 - 9/30/2020		
1006S	Security Officer, Supervisor - Standard Rate		

	1/1/2020 - 9/30/2020	
1006T	Alarm Monitor – Standard Rate 1/1/2020 - 9/30/2020	
1006U	Security Officer, Unarmed – Overtime Rate 1/1/2020 - 9/30/2020	
1006V	Security Officer, Armed – Overtime Rate 1/1/2020 - 9/30/2020	
1006W	Security Officer, Supervisor - Overtime Rate 1/1/2020 - 9/30/2020	
1006X	Alarm Monitor – Overtime Rate 1/1/2020 - 9/30/2020	
1007	Deployment and Urgent Security Services WA	
1007A	Security Officer, Unarmed – Standard Rate 10/1/2019 – 11/30/2019	HR
1007B	Security Officer, Armed – Standard Rate 10/1/2019 – 11/30/2019	HR
1007C	Security Officer, Supervisor – Standard Rate 10/1/2019 – 11/30/2019	HR
1007D	Alarm Monitor – Standard Rate 10/1/2019 – 11/30/2019	HR
1007E	Alarm Monitor, Supervisor – Standard Rate 10/1/2019 – 11/30/2019	HR
1007F	Security Officer, Unarmed – Overtime Rate 10/1/2019 – 11/30/2019	HR
1007G	Security Officer, Armed – Overtime Rate 10/1/2019 – 11/30/2019	HR
1007H	Security Officer, Supervisor – Overtime Rate 10/1/2019 – 11/30/2019	HR
1007I	Alarm Monitor – Overtime Rate 10/1/2019 – 11/30/2019	HR
1007J	Alarm Monitor, Supervisor – Overtime Rate 10/1/2019 – 11/30/2019	HR
1007K	Security Officer, Unarmed – Standard Rate 12/1/2019 – 12/31/2019	HR
1007L	Security Officer, Armed – Standard Rate 12/1/2019 – 12/31/2019	HR
1007M	Security Officer, Supervisor – Standard Rate 12/1/2019 – 12/31/2019	HR
1007N	Alarm Monitor – Standard Rate 12/1/2019 – 12/31/2019	HR
1007O	Alarm Monitor, Supervisor – Standard Rate 12/1/2019 – 12/31/2019	HR
1007P	Security Officer, Unarmed – Overtime Rate 12/1/2019 – 12/31/2019	HR
1007Q	Security Officer, Armed – Overtime Rate 12/1/2019 – 12/31/2019	HR
1007R	Security Officer, Supervisor – Overtime Rate 12/1/2019 – 12/31/2019	HR
1007S	Alarm Monitor – Overtime Rate 12/1/2019 – 12/31/2019	HR
1007T	Alarm Monitor, Supervisor – Overtime Rate 12/1/2019 – 12/31/2019	HR
1007U	Security Officer, Unarmed – Standard Rate 1/1/2020 - 9/30/2020	

(b) (4)

1007V	Security Officer, Armed – Standard Rate 1/1/2020 - 9/30/2020	
1007W	Security Officer, Supervisor - Standard Rate 1/1/2020 - 9/30/2020	
1007X	Alarm Monitor – Standard Rate 1/1/2020 - 9/30/2020	
1007Y	Alarm Monitor Supervisor – Standard Rate 1/1/2020 - 9/30/2020	
1007Z	Security Officer, Unarmed – Overtime Rate 1/1/2020 - 9/30/2020	
1007BA	Security Officer, Armed – Overtime Rate 1/1/2020 - 9/30/2020	
1007BB	Security Officer, Supervisor - Overtime Rate 1/1/2020 - 9/30/2020	
1007BC	Alarm Monitor – Overtime Rate 1/1/2020 - 9/30/2020	
1007BD	Alarm Monitor Supervisor – Overtime Rate 1/1/2020 - 9/30/2020	
1008	Travel Costs IAW FTR	
1009	Headquarters Complex Security Posts 12/1/2019 – 12/31/2019	MO
1010	Ross Security Posts 12/1/2019 – 12/31/2019	MO
1011	Park Place Security Posts 12/1/2019 – 12/31/2019	MO
1012	Eugene Starr Complex Security Posts 12/1/2019 – 12/31/2019	MO
1013	Munro Security Posts 12/1/2019 – 12/31/2019	MO
1014	Cost Reimbursement for October and November 2019 Price Adjustment	
1015	Headquarters Complex Security Posts 1/1/2020 - 9/30/2020	
1016	Ross Security Posts 1/1/2020 - 9/30/2020	
1017	Park Place Security Posts 1/1/2020 - 9/30/2020	
1018	Eugene Starr Complex Security Posts 1/1/2020 - 9/30/2020	
1019	Munro Security Posts 1/1/2020 - 9/30/2020	
Option Period 2: 10/1/2020 - 9/30/2021		
2001	Headquarters Complex Security Posts	MO
2002	Ross Security Posts	MO
2003	Park Place Security Posts	MO
2004	Eugene Starr Complex Security Posts	MO
2005	Munro Security Posts	MO
2006	Deployment and Urgent Security Services OR	
2006A	Security Officer, Unarmed – Standard Rate	HR
2006B	Security Officer, Armed – Standard Rate	HR
2006C	Security Officer, Supervisor – Standard Rate	HR
2006D	Alarm Monitor – Standard Rate	HR
2006E	Security Officer, Unarmed – Overtime Rate	HR
2006F	Security Officer, Armed – Overtime Rate	HR
2006G	Security Officer, Supervisor – Overtime Rate	HR
2006H	Alarm Monitor – Overtime Rate	HR
2007	Deployment and Urgent Security Services WA	

(b) (4)

2007A	Security Officer, Unarmed – Standard Rate	HR	
2007B	Security Officer, Armed – Standard Rate	HR	
2007C	Security Officer, Supervisor – Standard Rate	HR	
2007D	Alarm Monitor – Standard Rate	HR	
2007E	Alarm Monitor, Supervisor – Standard Rate	HR	
2007F	Security Officer, Unarmed – Overtime Rate	HR	
2007G	Security Officer, Armed – Overtime Rate	HR	
2007H	Security Officer, Supervisor – Overtime Rate	HR	
2007I	Alarm Monitor – Overtime Rate	HR	
2007J	Alarm Monitor, Supervisor – Overtime Rate	HR	
2008	Travel Costs IAW FTR		

Option

Option Period 3: 10/1/2021 - 9/30/2022

3001	Headquarters Complex Security Posts	MO	
3002	Ross Security Posts	MO	
3003	Park Place Security Posts	MO	
3004	Eugene Starr Complex Security Posts	MO	
3005	Munro Security Posts	MO	
3006	Deployment and Urgent Security Services OR		
3006A	Security Officer, Unarmed – Standard Rate	HR	
3006B	Security Officer, Armed – Standard Rate	HR	
3006C	Security Officer, Supervisor – Standard Rate	HR	
3006D	Alarm Monitor – Standard Rate	HR	
3006E	Security Officer, Unarmed – Overtime Rate	HR	
3006F	Security Officer, Armed – Overtime Rate	HR	
3006G	Security Officer, Supervisor – Overtime Rate	HR	
3006H	Alarm Monitor – Overtime Rate	HR	
3007	Deployment and Urgent Security Services WA		
3007A	Security Officer, Unarmed – Standard Rate	HR	
3007B	Security Officer, Armed – Standard Rate	HR	
3007C	Security Officer, Supervisor – Standard Rate	HR	
3007D	Alarm Monitor – Standard Rate	HR	
3007E	Alarm Monitor, Supervisor – Standard Rate	HR	
3007F	Security Officer, Unarmed – Overtime Rate	HR	
3007G	Security Officer, Armed – Overtime Rate	HR	
3007H	Security Officer, Supervisor – Overtime Rate	HR	
3007I	Alarm Monitor – Overtime Rate	HR	
3007J	Alarm Monitor, Supervisor – Overtime Rate	HR	
3008	Travel Costs IAW FTR		

Option Period 4: 10/1/2022 - 9/30/2023

4001	Headquarters Complex Security Posts	MO	
4002	Ross Security Posts	MO	
4003	Park Place Security Posts	MO	
4004	Eugene Starr Complex Security Posts	MO	
4005	Munro Security Posts	MO	
4006	Deployment and Urgent Security Services OR		
4006A	Security Officer, Unarmed – Standard Rate	HR	

4006B	Security Officer, Armed – Standard Rate	HR	(b) (4)
4006C	Security Officer, Supervisor – Standard Rate	HR	
4006D	Alarm Monitor – Standard Rate	HR	
4006E	Security Officer, Unarmed – Overtime Rate	HR	
4006F	Security Officer, Armed – Overtime Rate	HR	
4006G	Security Officer, Supervisor – Overtime Rate	HR	
4006H	Alarm Monitor – Overtime Rate	HR	
4007	Deployment and Urgent Security Services WA		
4007A	Security Officer, Unarmed – Standard Rate	HR	
4007B	Security Officer, Armed – Standard Rate	HR	
4007C	Security Officer, Supervisor – Standard Rate	HR	
4007D	Alarm Monitor – Standard Rate	HR	
4007E	Alarm Monitor, Supervisor – Standard Rate	HR	
4007F	Security Officer, Unarmed – Overtime Rate	HR	
4007G	Security Officer, Armed – Overtime Rate	HR	
4007H	Security Officer, Supervisor – Overtime Rate	HR	
4007I	Alarm Monitor – Overtime Rate	HR	
4007J	Alarm Monitor, Supervisor – Overtime Rate	HR	
4008	Travel Costs IAW FTR		
Option Period 4: 10/1/2022 - 9/30/2023			
5001	Physical Security Transition Services	MO	(b) (4)
Base and Exercised Options Total:			(b) (4)
Base and All Options Total:			

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	email: VendorMaintenance@bpa.gov
PO Box 491	phone: 360-418-2800
ATTN: NSTS-MODW Vendor Maintenance	fax: 360-418-8904
Vancouver, WA 98666-0491	
- (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: Travel Costs in accordance with the Federal Travel Regulations.
 - (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: None.
- (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 491
ATTN: NSTS-MODW Vendor Maintenance
Vancouver, WA 98666-0491

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:

- (k) within a reasonable time after the defect was discovered or should have been discovered; and
- (l) 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.

DISPUTES (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.

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 15-11)
 - (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; or
 - (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 –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) 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.
 - (iii) 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.
 - (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) 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)

- (d) 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.

UNIT 2 – OTHER CLAUSES

RESTRICTION ON COMMERCIAL ADVERTISING (3-9) (MAR 2018) (BPI 3.5.2)

The Contractor agrees that without the Bonneville Power Administration's (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2) (MAR 2018)(BPI 5.1.4 (B))

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will 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 to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor's own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;
- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

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 advance written notice to the Contractor within 60 calendar days.

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 advance written notice to the Contractor within 60 calendar days; provided that Bonneville gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar 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 5 years and 7 months.

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

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

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

- (a) Definitions. As used in this clause-
 - "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 - "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 - "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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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.

(i) 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.

(j) 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.

(k) 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.

(l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.

(m) 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.

- (n) 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.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) 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.
- (q) 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.
- (r) 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.
- (s) 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.
- (t) 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 by reference into the contract, and are identified as follows:

Wage Determination	Revision #	Revision Date	State	County
CBA-2015-7941	2	12/11/2018	OR	Statewide
CBA-2015-7942	2	12/11/2018	WA	Statewide

EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
 - (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
 - (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
 - (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
 - (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.

- (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**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.

“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.

“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.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"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 suspension/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.

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.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

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

- (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.

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:
 - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program(Bonneville Policy 434-1),
 - (10)Business Use of Bonneville Technology Services (BPAM Chapter 1110),

- (11) Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12) Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13) Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14) Preservation of property (41 CFR § 102-74.380),
 - (15) Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16) Disturbances (41 CFR § 102-74.390),
 - (17) Gambling Prohibited (41 CFR § 102-74.395),
 - (18) Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19) Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20) Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21) Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

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.

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)

- (a) 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.
- (b) 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.
- (c) 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.

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 (16-8)
(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 \$2,000,000 per occurrence.
- (c) Excess / Umbrella general liability insurance of at least \$5,000,000
- (d) 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.
- (e) 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.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("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 as contemplated by the terms of this contract. 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 this

contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor'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 earliest of any termination of this contract or the Contractor's written request.

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.

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

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.

(b) (6), (b) (4)

UNIT 4 — STATEMENT OF WORK

- A) General Information
 - 1) Introduction
 - 2) Background
 - 3) Place of Performance
 - 4) Government-Furnished Materials and Equipment
 - 5) Contractor-Furnished Materials and Equipment
 - 6) Federal Holidays
 - 7) Acronym Definitions
 - 8) Documentation
- B) Work and Service Requirements
 - 1) General Requirements
 - 2) Security Clearance Requirements
 - 3) Required Documentation Prior to Award
 - 4) Standard Operating Procedures
 - 5) Certifications and Credentials
 - 6) Contractor Furnished Training
 - 7) Contract Employee Requirements
 - 8) Duties of the Contractor
 - 9) Weapons Requirements
 - 10) Company Representatives and Supervision
 - 11) Security Supervisor Procedures And Duties
 - 12) General Security Officer Conduct
 - 13) Deliverables and Performance
 - 14) Shift and Post Requirement
 - 15) Safety Requirements
- C) Security Service for the BPA Headquarters Complex
- D) Security Service for the Ross Complex
- E) Security Service for the BPA Park Place Leased Office Complex
- F) Security Service for the Eugene Starr Complex
- G) Security Service for the Munro Complex
- H) Security Service Deployment to Energized Facilities
- I) Performance Assurance
- J) Performance Evaluation

A) GENERAL INFORMATION

1) INTRODUCTION

- a. This Statement of Work is for the acquisition of armed security officer services (protective force) at the Bonneville Power Administration (BPA) Headquarters in Portland, Oregon; Ross Complex, located in Vancouver, Washington; Eugene Starr Complex, located in The Dalles, Oregon; Munro Complex in Mead, Washington; and other BPA facilities or properties as security needs arise.
- b. The services provided are commensurate with the duties of a Guard I (limited use of Guard I), Guard II and Alarm Monitor as defined under the Protective Service Occupations category of the Department of Labor (DOL) document titled, "Service Contract Act Directory of Occupations." Therefore, services offered by the Contractor must stipulate use of Guard I and Guard II, and Alarm Monitor personnel exclusively. Any employment of Guard I personnel during the performance of the contract other than that specified in the Statement of Work and allowed by the temporary exception outlined in section 13.b, Certifications and Credentials or authorized by the CO or COR prior to the posting occurring, may be considered grounds for termination for default.
- c. This Statement of Work (SOW) is for the sole use of the security services provider (Contractor) and Bonneville Power Administration in order to administer this security services contract. All information, procedures, requirements, instructions and descriptions of duties contained in the SOW shall be protected from unauthorized disclosure, distribution, copying, other duplication, electronic transmission, and any other form of unauthorized use. This SOW shall not be provided in part or in full to any person, company, agency, representative or any other element without the express written consent of the Contracting Officer. This document is identified as Critical Information. Under BPA's Information Protection Guidance, it is not required to be marked; however, controlled distribution and information security protections are required.
- d. The execution of this SOW will be under the supervision of the Bonneville Power Administration's (BPA's) Office of Security and Continuity of Operations (OSCO), under the direction of the Chief Security and Continuity Officer (CSCO).

2) BACKGROUND

- a. The Bonneville Power Administration (hereinafter referred to as "BPA") is a federal agency, within the U.S. Department of Energy, that markets wholesale electrical power and operates and markets transmission services in the Pacific Northwest. The wholesale electrical power marketed by BPA comes from 31 federal hydro projects in the Columbia River Basin, one nonfederal nuclear plant and several other small nonfederal power plants. BPA's customers include publicly owned and investor-owned utilities, as well as some large industries. BPA also sells or exchanges power with utilities in Canada and the Western United States. Revenue earned by BPA helps it fulfill public responsibilities that include low-cost and reliable power and investments in energy conservation and renewable resources.
- b. As a major provider of electrical power throughout the Pacific Northwest, BPA's resources are critical to the agency continuing to meet its mission essential function, providing Federal power to load in a reliable manner. As such, BPA is required to develop and implement security strategies to protect critical infrastructure, key resources, and personnel to ensure the accomplishment of BPA's mission. The intent of these strategies are to prevent the exploitation, incapacitation, or destruction of BPA's infrastructures and resources. Accordingly, BPA's hydro-electric grid is identified as critical to the economic prosperity, national defense, and quality of life of the United States. Therefore, BPA seeks a partnership with a security provider who is equipped and prepared to play a vital role in supporting the protection of BPA's portion of the nation's critical energy infrastructure.

3) PLACE OF PERFORMANCE

- a. The Contractor shall provide security officer services at the BPA's facilities at the following locations:
- b. BPA Headquarters building, located at 905 NE 11th Avenue, Portland, OR 97232
- c. BPA Ross Complex, located at 5411 NE Highway 99, Vancouver, Washington 98663

- d. Eugene Starr Complex, located in The Dalles, Oregon
- e. Munro Complex, located in Mead, Washington
- f. Other locations within the BPA Regional Service Area as deemed necessary by BPA

4) GOVERNMENT-FURNISHED MATERIALS AND EQUIPMENT

- a. BPA will provide facilities, workstations, computers, printers, and other associated equipment for security officer and security supervisor use.
- b. BPA will provide maps, floor plans and information to build security operating procedures to the Contractor as needed for distribution to appropriate posts and personnel. The Contractor must maintain these materials in the post books. The Contractor must protect this information in accordance with BPA Information Protection Program standards.
- c. BPA will provide a copy of the Emergency Procedures and any call-out rosters, which the Contractor shall maintain at each site. These documents shall be protected in accordance with BPA Information Protection Program standards.

5) CONTRACTOR-FURNISHED MATERIALS AND EQUIPMENT

- a. The Contractor shall furnish all training, quality control, personnel, uniforms, equipment, materials, and supervision to maintain physical security for BPA Headquarters, Ross Complex, Eugene Starr Complex, Munro Complex, employees, and visitors.
- b. The Contractor shall provide the following items of operational equipment:
 - i. One hand-held portable public address system with batteries at HQ, Ross, Eugene Starr and Munro locations
 - ii. One hand-held, battery-operated spotlight with batteries at each complex, HQ, Ross, Eugene Starr and Munro
 - iii. Sufficient communications equipment, to maintain contact with security officers and BPA Local Facilities personnel.
 - iv. One (1) 800 MHz capable hand held radio on each security post. Additionally, base stations compatible with regional emergency services communications systems shall be provided for Headquarters Post 1, Ross Dittmer AMS, Ross Post 2, (CSB) and Munro AMS.
- c. The Contractor shall furnish Vehicles to meet SOW requirements. Information on vehicles being considered must be submitted to and approved by the BPA OSCO COR prior to use in performance of this contract. Consideration for the selection of patrol vehicles shall include area inclement weather conditions, operating terrain, fuel economy, vehicle purpose, etc. Vehicles designated for deployment purposes must take into account that BPA deployment locations include remote locations accessed via fire roads, and Right of Way access roads that require ability to operate off hardened road surfaces. Any exceptions, changes, or modifications to vehicle requirements during the contract must be approved in advance by the COR and/or CO. Refer to Federal Standard 307 for further guidance
 - i. BPA Headquarters.
 - (a) No vehicles are required
 - ii. Ross Complex
 - (a) Three Vehicles, Two for patrol and one for supervision.
 - (b) All are to be AWD or 4x4
 - (c) Est. Mileage for patrol vehicles 22,000 each, per year
 - (d) Est. Mileage for supervisor vehicle: 35,000 per year.
 - iii. Park Place office complex
 - (a) One vehicle for patrol duties.

- (b) Est. Mileage: 7,000 miles per year
- iv. Eugene Starr Complex
 - (a) One vehicle for patrol use
 - (b) AWD or 4-wheel drive, compact, extended cab pickup truck or SUV.
 - (c) Est. Mileage: 30,000 Per year
- v. Munro Complex
 - (a) One vehicle for patrol use.
 - (b) AWD or 4-wheel drive, compact, extended cab pickup truck or SUV
 - (c) Est. Mileage: 30,000 Per year
- vi. Spare Deployment Vehicles
 - (a) Two spare vehicles shall be available at all times for emergency deployments to various BPA facilities or higher threat conditions. One of the spare vehicle may be located at the Eugene Starr Complex.
 - (b) AWD or 4-wheel drive, compact, extended cab pickup truck or SUV.
 - (c) Est. Mileage 6,000 per year.
- vii. Vehicle equipment
 - (a) The color of the patrol vehicles shall be consistent with security or law enforcement-type vehicles. Doors on each side of the vehicles shall be marked "Security". In addition to other items deemed necessary by the Contractor, the Contractor must equip vehicles as follows:
 - (b) Light bar with flashing amber lights
 - (c) Spot light (mounted, remotely operated or hand-held portable)
 - (d) Spare tire and tools
 - (e) Traction devices or tires
 - (f) First Aid kit with protective gloves and medical waste receptacle
 - (g) Emergency Road Kit using LED or reflective emergency markers
 - (h) Vehicle mounted radio compatible with regional emergency services communications systems
 - (i) A,B,C Fire extinguisher
- d. Uniform and Equipment
 - i. Uniforms shall be of professional appearance, color-coordinated police/security style uniforms that are standard issue by the Contractor and worn by all security officers and security supervisors. The uniforms for security officers and security supervisors assigned to the Eugene Starr Complex may be a tactical uniform (e.g. – 5.11 Tactical Series or similar) in the color of Khaki. Officers required to have a Non Electrical Worker Access Permit to energized areas must be provided uniforms meeting NFPA requirements for Arc Flash and Energized yard environments as listed in the BPA Accident Prevention Manual and Rules of Conduct Handbook.
 - ii. The following items of clothing and equipment shall be issued to and placed in the care and custody of each employee. Adjustments or changes to these requirements must be approved in advance by the COR.
 - iii. Rain and cold weather gear as required with high visibility security identification located on the front and back.

- iv. A name tag that is professional in appearance with the first initial and last name of the officer to be worn in a consistent location on the uniform.
- v. Duty belt with minimum level 3 retention holster, similar to what Law Enforcement agencies currently use, requiring two separate actions to release retentions and draw the weapon. ex: an SSL sleeve or thumb break combined with a rocking motion, magazine pouch, handcuff pouch, and other equipment approved in advance by the COR.
- vi. Black security or police style duty boots or shoes. Tan security or police style duty boots may be issued for use with Eugene Starr uniforms if khaki color uniforms are selected.
- vii. Officers holding an energized access permit must be provided appropriate foot gear as listed in the BPA Accident Prevention Manual Section A-2 which is as follows: Lace-up, over the ankle leather boots with rigid sole and heel meeting ASTM F 2413-11 with an EH Rating or ASTM F 2413-05, Class 75 with EH rating
- viii. Professional Looking full finger black gloves lined with cut resistant material that meets 29 CFR part 1910 subpart I App B and ANSI / ISEA 105-2016 such as Law Enforcement agencies would provide to LE Officers for cut protection.
- ix. Whistle
- x. Security Officer badge meeting requirements of state laws where performing duty to be worn on the most exterior article of clothing(i.e. uniform shirt, uniform jacket, rain gear or cold weather clothing)
- xi. Gender specific ballistic body armor meeting U.S. Department of Justice National Institute of Justice Standard 0101.06, Classification Type II-A. and meeting OSHA Standard 1910.132
- xii. Sufficient numbers of uniform pants, short sleeve shirts, and long sleeve shirts for each officer to maintain uniform cleanliness and professional appearance.
- xiii. Security/law enforcement style all weather jacket, with high visibility security identification on front and back affording access to their issued duty weapon.
- xiv. Aerosol Defensive spray and carrying pouch of the type and potency that local LE and/or local security companies carry.
- e. At a minimum, the following items of equipment shall be provided to employees for each shift. Additional items deemed necessary by the Contractor must be approved by the COR:
 - i. Handcuffs and handcuff key
 - ii. Aerosol Defensive Spray
 - iii. Flashlight similar to the type Law Enforcement use, capable of being operated with one hand (push button on/off) while using a duty weapon in a high stress environment
 - iv. Semiautomatic Handgun with similar characteristics and performance as Law Enforcement agencies use no less than 9mm
 - v. Ammunition meeting Law Enforcement performance characteristics, no less than 9mm in caliber
 - vi. Two magazines, and one round for the chamber. Magazine capacity shall be the maximum allowed by law
 - vii. BowdryThe Contractor shall provide a secure, lockable cabinet sufficient for the secure storage of weapons at each arming/disarming point. Information pertaining to the proposed weapons storage cabinet shall be submitted to the COR for approval upon award of the contract
 - viii. The Contractor shall provide an approved bullet containment device for issuance of duty weapons at each arming point. Bullet containment devices must be placed in position so the muzzle of any weapon to be cleared is angled down and towards the floor

- ix. BowdryAll Contractor-provided equipment shall be appropriately marked and identified as belonging to the Contractor

6) FEDERAL HOLIDAYS

- a. Federal Holidays occurring on Saturdays are observed on the Friday prior, and Federal Holidays occurring on Sundays are observed on the Monday following, 5 U.S.C. 6103 and Office of Personnel Management guidance
- b. BPA observes the following Federal Holidays:
 - (i) New Year's Day January 1st
 - (ii) Martin Luther King Day 3rd Monday in January
 - (iii) Washington's Birthday 3rd Monday in February
 - (iv) Memorial Day Last Monday in May
 - (v) Independence Day July 4th
 - (vi) Labor Day 1st Monday in September
 - (vii) Columbus Day 2nd Monday in October
 - (viii) Veterans' Day November 11th
 - (ix) Thanksgiving Day 4th Thursday in November
 - (x) Christmas Day December 25th

7) ACRONYM DEFINITIONS AND INFORMATIONAL LINKS

- a. Acronyms:
 - i. BMS Room: Building Management System Room. BMS rooms at BPA house critical facilities operations equipment
 - ii. HSPD: Homeland Security Presidential Directive
 - iii. JTS Room: Joint Tenant Space. Data services and equipment rooms on each floor of BPA HQ, shared by GSA
 - iv. PACS: Physical Access Control Systems
 - v. WSO: Weapons Safety Officer. A security officer or security supervisor who is knowledgeable, trained, and designated to oversee weapons issue and arming/disarming of personnel for shift change purposes

8) DOCUMENTATION

- a. Codified Federal Regulations (CFRs) www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl
<http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=41:3.1.1.3.22#41:3.1.1.3.22.3.326.3>
- b. DOE Order 470.4b, Appendix B, Section 1, "Facility Clearances and Registration of Safeguards and Security Activities," and Section 2 "Foreign Ownership, Control or Influence Programs (FOCI)."
<https://www.directives.doe.gov/directives-documents/400-series/0470.4-BOrder-b-admchg1>
- c. Executive Order 12829
<http://www.archives.gov/isoo/policy-documents/eo-12829.html>
- d. HSPD-7
<http://www.dhs.gov/homeland-security-presidential-directive-7>
- e. HSPD-12
<http://www.dhs.gov/homeland-security-presidential-directive-12>
- f. NERC CIP Standard 006

- <http://www.nerc.com/standard006>
- g. Oregon Department of Safety, Standards, and Training (Oregon DPSST)
<http://www.oregon.gov/DPSST/PS/pages/index.aspx>
- h. Oregon Revised Statutes
<http://www.leg.state.or.us/ors/>
- i. Privacy Act 1974
<http://www.justice.gov/opcl/privstat.htm>
- j. Revised Code of Washington (RCW)
<http://apps.leg.wa.gov/rcw/>
- k. SF 328
http://hss.doe.gov/HQSecOp/foreign_ownership/FOCI_SF328_INSTRUCTIONS.pdf
<http://www.gsa.gov/portal/forms/download/116246>
- l. U.S. Department of Justice National Institute 0101.06
- m. NIJ Standard-0101.06 for Ballistic-Resistance of Body Armor and NIJ Standard-0115.00 for Stab-Resistance of Body Armor
- n. Washington State Criminal Justice Training commission (WSCJTC)
<https://fortress.wa.gov/cjtc/www/>
- o. Washington State Department of Licensing
<http://www.dol.wa.gov/business/securityguards/sggetarmed.html>
- p. 18 USC 793
<http://codes.lp.findlaw.com/uscode/18/l/37/793>
- q. 18 USC 794
<http://codes.lp.findlaw.com/uscode/18/l/37/794>

B) WORK AND SERVICE REQUIREMENTS

1) GENERAL REQUIREMENTS

- a. The overall purpose of this contract is to provide an estimated aggregate of approximately 97,688 annual hours of security officer services and approximately 15,776 annual hours of supervisory services for the BPA Headquarters, Ross Complex, Eugene Starr Complex, Munro Complex and other BPA facilities as addressed in this SOW. Additional security services may be requested by BPA for special events, increased security conditions, emergency services, etc. BPA projects requiring approximately 1,000 hours annually for additional security services on an as-needed basis for unforeseen situations.
- b. Security services include but are not limited to the following:
 - i. Armed guard services.
 - ii. Protection of employees, facilities and property.
 - iii. Access control, to include screening of visitors, vehicles, packages.
 - iv. Issuance of visitor badges and enforcement of BPA's ID badge policies.
 - v. Alarm Monitoring Station - operation and monitoring of security alarm systems and CCTV systems across geographically dispersed locations.
 - vi. Operation and monitoring of automated access controls.
 - vii. Observation and monitoring of building and fire warning systems and HVAC system warning panels and controls.

- viii. Response by Security Officers to Security Incidents occurring on BPA owned property.
 - ix. Vehicle patrols of BPA Property and leased space, and interior and exterior foot patrols at designated locations.
 - x. Application of compliance-based security requirements, to include maintenance of records associated with compliance requirements.
 - xi. Application of GSA building regulations.
 - xii. Interface with Federal Protective Service (FPS) and other law enforcement or emergency responders.
- c. BPA Headquarters
- i. The BPA Headquarters is a General Services Administration (GSA), seven-story office structure with three levels of underground parking. The BPA Headquarters building (905 building) and the adjacent 911 federal building comprise the Portland, OR Eastside Federal Complex. The 905 building contains administrative offices for approximately 1,500 federal employees and contractors and is located at 905 NE 11th Avenue, Portland, Oregon
 - ii. BPA partners with the Federal Protective Service (FPS) on security strategies for the Eastside Federal Complex. The FPS is responsible for the protection and security of federal GSA owned property and leased property. In general, FPS operations focus on security and law enforcement activities reducing vulnerability to criminal and terrorist threats. FPS protection and security operations include all-hazards based risk assessments; emplacement of criminal and terrorist countermeasures; law enforcement response; assistance to federal agencies through Facility Security Committees; and emergency and safety education programs
 - iii. FPS contracts security guard services for federal building access control, employee and visitor identification checks, security equipment monitoring, and roving patrols of the interior and exterior of federal property. Through memorandum of agreement, BPA's Office of Security and Continuity of Operations manages and contracts security services for the BPA HQ and works in cooperation with FPS to ensure security for the BPA HQ and Eastside Federal Complex meets both Department of Energy and GSA/DHS building security requirements
- d. BPA Ross Complex
- i. The BPA Ross Complex is located at 5411 NE Highway 99 in Vancouver, Washington. The Ross Complex is situated on a 250 acre industrial complex consisting of 55 individual buildings with approximately 1,100 employees and Contractors assigned. Functions associated with buildings on the Ross Complex include high voltage electrical power distribution, administrative offices, electrical control and dispatching center, auditorium, laboratories, oil pumps, shipping and receiving, storage, scales, gas station, welding and cutting shop, microwave radio transmission equipment, hazardous waste storage, transformer repair, computers, flammables and herbicide storage, and solar power
- e. Eugene Starr Complex
- i. The Eugene Starr Complex, located near The Dalles, Oregon, consists of high voltage substations, equipment maintenance shops and other related support facilities on an 850 acre parcel of land approximately one mile south of The Dalles, Oregon
- f. BPA Park Place Leased Space
- i. The BPA Park Place office complex consists of one or more office buildings leased by BPA and other tenants in Vancouver, Washington. Office space leased by BPA at the Park Place office complex changes as office space needs change within the agency

g. Munro Complex

- i. Located in Mead, WA and consists of the Munro Dispatch Center, Munro Scheduling Center, Bell Electrical Substation, Spokane District Maintenance Headquarters and various office spaces located on 66 acres.
- h. BPA's security force is comprised of numerous posts including stationary access control, vehicle inspection, visitor processing, alarm monitoring, and foot and vehicle patrols. The number, hours, and specific duties of these posts and positions are described in sections related to the posting requirements for each site.
- i. BPA reserves the right to assess security post needs and requirements as the security environment, contingency operations, and security requirements change for the agency. In doing so, BPA may elect to add, eliminate, or modify security posts, post duties, or post hours by bilateral contract modification

2) SECURITY CLEARANCE REQUIREMENTS

- a. At a minimum, at least one security supervisor on duty per shift at HQ during core hours (0600-1800) and one security supervisor at the Ross Complex during all shifts shall have a DOE L (SECRET) security clearance or the L clearance in progress following the award of the contract. The Contractor will submit a list of security supervisors that will be submitted for clearance requirements through BPA Personnel Security within 30 calendar days of contract award. BPA will coordinate with the Contractor to submit security supervisor names to obtain DOE L clearances for a sufficient number of security supervisors to meet the above expected BPA need. The Contractor must notify BPA immediately upon discovery of circumstances impacting the security clearance held by a contractor's employee assigned to the BPA Security Services Contract.
- b. Prior to being issued a Department of Energy (DOE) identification badge, employees of the Contractor must accomplish the appropriate Personal Identity Verification (PIV) documentation required under HSPD-12. The PIV process will occur through the Personnel Security organization within BPA's Office of Security and Continuity of Operations (OSCO), who will supply the Contractor the necessary information and forms for this process. Employees of the Contractor must use the issued DOE ID badge for entry into BPA facilities. Proximity cards may also be programmed and issued to security officers for access to other electronically controlled areas.
- c. Documentation of security practices and procedures (pertaining to personnel clearances and the training and reporting they are required to do if they hold a facility clearance and manage cleared personnel)

3) DOCUMENTATION REQUIRED PRIOR TO AWARD

- a. Prior to award of this contract, the Contractor shall furnish to the Contracting Officer:
 - i. A Certificate of Authority from the Corporate Division of the Oregon State Department of Commerce
 - ii. A Certificate of Authority from the Washington State Department of Commerce
 - iii. A Certificate of Good Standing from the state in which the firm is incorporated.
 - iv. A facility security clearance from HQ, U.S. Department of Energy pursuant to Executive Order 12829 or equivalent DOD FCL determination.
 - v. The Contracting Officer (CO), or designee (COR), will review the credentials of applicants proposed by the Contractor and reject any employee that, in the opinion of the Government, is not suitable for this contract. Under these circumstances, an appeals process will be provided to the Contractor.

4) STANDARD OPERATING PROCEDURES

- a. The Contractor shall review, update and provide to the COR, updated Standard Operating Procedures (SOP's) by December 1, 2018 for the Contractor's operational and administrative use.

BPA will provide information pertaining to procedures and policy in order to assist the Contractor with SOP development.

b. Contents of SOP

i. The following are examples of SOP content. Specific sections required by BPA will be identified by OSCO, and proposed by the Contract Manager for BPA consideration:

- (a) Uniforms and standards of appearance.
- (b) Weapons and equipment issue, safety procedures, and accountability.
- (c) Functions and duties of the security officers.
- (d) Security officer authority.
- (e) Apprehension policies and procedures.
- (f) Response to bomb threats or suspected IED.
- (g) Response to intrusion alarms.
- (h) Response to unauthorized individuals.
- (i) Response to discovery of prohibited items.
- (j) Response to fire alarms and building evacuations.
- (k) Customer Service and Diversity Awareness Training.
- (l) Access control procedures, including visitors.
- (m) Response to robberies and other violent crimes.
- (n) Providing motorist assistance.
- (o) Providing escort services to employees.
- (p) Radio communications procedures.
- (q) Use of force.
- (r) Report writing.
- (s) Lost and found property.
- (t) Building/Gate Security Checks.
- (u) CCTV monitoring procedures.
- (v) Alarm monitoring/response procedures.
- (w) HQ parking procedures.
- (x) Current issued Post Orders, Access Restrictions (Security Alerts and Access Status Notifications), Operations Bulletins, Special Notices, etc.
- (y) Vehicle inspection techniques and practices for detecting bombs or other dangerous materials.
- (z) Personnel screening (use of x-ray, hand wands, etc.).

ii. SOP Distribution

- (a) The Contractor shall maintain current copies of applicable SOP's in hard copy at each stationary post and electronic copies in a central electronic file location available to all officers.

iii. SOP Training and Familiarization

- (a) Prior to assignment to any post for duty either for shift or relief, the Contractor shall provide each new employee training sufficient to ensure a general familiarization of all BPA Posts and SOP's. The Contractor shall provide post specific training sufficient to ensure officers are thoroughly trained, and knowledgeable of the post SOP's and duties associated with the post. Officers assigned to a post must be familiar with the duties of other posts having operational interdependencies. Training shall be documented in electronic and/or hardcopy format in individual Officer Training Records
- iv. SOP Review Requirements
 - (a) Unless otherwise directed by OSCO, the Contractor shall conduct quarterly reviews of officer knowledge and understanding of the SOP's for the post or posts which the officer is assigned. The reviews may be oral interviews, written exams, practical demonstration, or any combination of all three. The Contractor shall maintain records documenting reviews.
 - (b) Results of quarterly evaluations shall be provided to the COR through the use of a Limited Scope Performance Testing Database. These results may also be used to determine future training requirements.
- v. SOP Updates
 - (a) The Contractor shall conduct and document annual reviews of SOP's. The Contractor shall provide the COR with updates and changes to SOP's as they occur and must incorporate change recommendations or requirements directed by OSCO.

5) CERTIFICATIONS AND CREDENTIALS

a. Armed Security Officer Certifications and Credentials

- i. BPA's security program uses armed security officers. The Contractor shall fully comply with the Revised Code of Washington, Washington State Criminal Justice Training Commission regulations, and the Washington Administrative Codes regarding the licensing of Private Security companies and security officers. Additionally, the Contractor shall fully comply with Oregon Revised Statutes, Oregon Department of Public Safety Standards and Training and Oregon Administrative Rules. Each armed security officer assigned to Washington facilities shall be licensed as a Washington Armed Private Security Guard. Each armed security officer assigned to Oregon facilities shall be licensed as an Oregon Armed Private Security Officer. Authorized Guard 1 (unarmed officers) shall be licensed as unarmed security officers in the state that the officer is assigned. All officers shall be licensed in compliance with state law. Security officers may be dual-certified in order to support BPA deployments within BPA's service area. Security supervisors and security officers shall carry their state issued Security Officer licenses with them at all times while on duty. The Contractor shall assess DOE Protective Force requirements for feasibility of implementation when conducting self-assessments as identified in section 42 of this SOW.

b. Allowed Exceptions to Armed Security Officer Certifications and Credentials:

- i. Exceptions to BPA's contract requirement to use armed security officers involves temporarily allowing licensed unarmed security officers to occupy designated posts while the administrative process for armed security officer licensing is completed. Under these exceptions, the Contractor may use unarmed security officers only as specifically authorized and approved in advance by the COR or designated representative from BPA's OSCO. BPA expects officers employed using this exception will have completed all requirements for armed security officer licensing including successful completion of armed security officer training classes and qualification course of fire conducted and certified in compliance with state requirements prior to assignment to these posts. Officers must complete the appropriate training and demonstrate the knowledge, skills, and abilities to effectively conduct operations for the assigned post prior to post assignment. The following posts upon notification and approval of the COR may be posted under this exception with state licensed unarmed security officers for a period of no more than 45 calendar days unless otherwise approved by the CO/COR:
 - (a) HQ Post 6

- (b) HQ Post 9
- (c) Ross Post 1 day shift (Dittmer building West Entrance)
- (d) Ross Post 2 day shift (Ross Complex Construction Services Building)
- (e) Eugene Starr Complex Post 1, day shift only
- (f) Munro Post 1, Munro Alarm Monitoring Station (AMS)
- c. Transition (60 Calendar Days)
 - i. Within 15 calendar days following contract award, the Contractor must develop a transition plan ensuring necessary staff, certifications, training, and continuity are maintained in accordance with this SOW in order to maintain effective security operations. The Contractor must submit the transition plan to the COR for review and approval no later than 20 calendar days following contract award. At a minimum the plan shall address:
 - ii. Staffing Levels
 - iii. Process for transitioning predecessor employees
 - iv. Recruitment of new employees
 - v. Strategy for providing post coverage during breaks and meal periods
 - vi. Strategy for transition of uniforms
 - vii. Supervisory plan implementation
 - viii. Roles of management and administrative personnel
 - ix. Communication methods and protocols
 - x. Inventory and equipment including weapons and ammunition
 - xi. Daily transition event calendar
 - xii. The Selected Contractor shall provide weekly transition status reports during the transition period to address the following items:
 - (a) Staffing
 - (b) Permits, Licenses, and Registrations
 - (c) Personnel clearances
 - (d) Transition events/milestones
 - (e) Equipment and uniform purchases
 - (f) Emergency Radio Network agreement with regional emergency services communications agencies
 - (g) Transition Expectations at End of Contract
 - (i) At the beginning of the transition period to a follow-on contract, the Contractor shall provide personnel records, including but not limited to, training, medical, suitability and security records to the successor Contractor within 10 calendar days.

6) CONTRACTOR FURNISHED TRAINING

- a. The Contractor shall develop a Job Task Analysis (JTA) and identify general training needs as well as post-specific training needs in addition to State required Security Officer licensing requirements. JTA's and post certification processes shall be part of annual training which include processes specific to BPA Contract posts and shall be fully implemented within 90 calendar days of the award of the contract. JTA information shall be used to develop annual post specific certification (Quality Control) and an Annual Training Plan, which the Contractor shall provide to the COR by October 1 of each year. The Contractor shall provide pre-employment training meeting all requirements listed

under "Armed Certifications and Credentials" and "Pre-Employment Training" prior to assigning any officer a post. Post-Employment training is defined as State required annual Armed Security Officer certification training, proficiency training and annual post specific certification training conducted after initial employment. Post-employment training shall be conducted in accordance with section 16) of the SOW.

- b. Pre-employment and post-employment training shall be conducted and certified/documented at no additional cost to BPA. Training hours may be organized in any manner determined to be most efficient for the Contractor other than the training hour organization specifically mentioned in this Statement of Work for weapons or use of force. Training hours required for Weapons or use of force training shall not be shifted between officers.
- c. Pre-Employment Training
 - i. Certification of completion of pre-employment training and licensing requirements for new hire employees shall be furnished to the COR prior to the start of employee performance. This notification may be in the form of an official letter, memorandum, or e-mail to the COR. All officers must complete the following training prior to assignment on post:
 - (a) Oregon and/or Washington State licensing requirements, including successful completion of firearms qualification course(s) of fire meeting requirements of state in which licensed shall be conducted and certified by the Contractor prior to using post-employment and other training allotments.
 - ii. Orientation training and task performance demonstration certification regarding proper use and techniques for handcuff application as well as proper use and techniques for Aerosol Self Defense spray application at the full range of use of force levels. This training shall be performed by an instructor with credentials accepted by the state in which the officers will be certified, for less-than-lethal/use of force, or through other certification means approved by the COR (e.g. – master use of force instructor certification, etc.). At the option of the Contractor, orientation training for handcuffs and/or Aerosol Self Defense spray may be waived if a new-hire security officer can provide documentation of training for handcuffs and/or Aerosol Self Defense spray occurring within 6 months prior to hire related to a previously held security, military, or law enforcement position. Such documentation shall become a part of the security officer's training record for pre-employment training.
 - iii. 16 hours of training directed towards use of locally used X-Ray equipment for officers assigned to a post which includes use of an X-Ray machine unless they can show documentation of training on a similar model X-Ray system in the previous 6 months and familiarization training on the X-Ray system utilized at BPA. Officers assigned to positions requiring use of hand held / walk through magnetometers must complete 8 hours of initial training.
 - iv. Red Cross or equivalent certification for First Aid and CPR, to include use of automated external defibrillator (AED).
 - v. Prior to assigning a newly hired officer as the primary security officers at any post, newly hired officers shall complete sufficient training including familiarization of all site BPA Posts and SOP's prior to post assignment. The Contractor shall provide post specific training and certification to officers. Officers must complete training and demonstrate sufficient knowledge and understanding of applicable SOP's, and demonstrate capability of performing all duties associated with the post. Newly hired officer security post certification shall be completed within 30 calendar days of initial post assignment. Security officers must demonstrate familiarity, knowledge and understanding of the duties of other posts having operational interdependencies.
- d. Post-Employment Training and other Training Allotments
- e. Post-Employment License and Certification Refresher
 - i. The Contractor shall provide refresher training to officers. Officers must maintain certification and qualification under requirements stated in section 16) of the SOW.

- ii. American Red Cross or equivalent CPR, First Aid and AED training shall be conducted to maintain certifications meeting training frequency requirements by the credentialing organization.
 - iii. 8 hours of annual refresher training on locally used X-Ray equipment for each officer posted to use the machine and 8 hours annual refresher training on hand held / walkthrough magnetometers.
 - iv. Annual security post certifications for security officers shall be accomplished through a process developed by the Contractor and approved in advance by the COR. Officers must maintain certification and demonstrate knowledge, skills, and abilities to adequately perform in the posts assigned. Initial security post certifications shall be required for currently employed security officers assigned to perform duties at a new security post.
- f. Firearms Training (16 hours)
- i. The Contractor must provide and maintain training outlined in order to develop and maintain the firearms skills of officers. This 16-hour block of training shall not include pre-employment or remedial training for officers who fail to qualify per state requirements. For remedial training see "Remedial Firearms Training". To the extent possible, the Contractor shall incorporate applicable elements of established Department of Energy training for firearms.
 - ii. Frequency of Training
 - (a) Firearms training shall be conducted quarterly in four (4) hour blocks and documented on the contractor training plan provided to the COR. The Contractor may combine two quarters of firearms training, to be conducted in a single quarter to provide skills development for current licensed and qualified officers. To the greatest extent possible, firearms training must be conducted in regular intervals throughout the year in order to limit the degradation of firearms skills of Contractor personnel from year to year.
 - iii. Live Fire Range Training
 - (a) A comprehensive firearms safety briefing shall be provided to all officers prior to commencement of firearms training. All officers shall be required to meet the following minimum firearms proficiency qualifications and training requirements:
 - (b) Using the state or other course of fire approved in advance by the COR, qualify one additional time, approximately 6 months after state required licensing is completed. This can be in conjunction with quarterly live fire training. All qualifications and attempts must be documented and pass or fail and scores must be retained in an officer's permanent record made available to the COR upon request.
 - (c) All officers shall attend not less than four hours of live fire range training approximately quarterly (except as noted for combining two 4 hour blocks). One 4 hour block of training shall be in the form of Confrontation Simulation (ConSim) training, or other forms of training approved by the COR.
 - (d) The Contractor may combine up to two (2) quarterly training blocks for a total of 8 hours of training to be conducted within one quarter for officers who may need a more focused, longer block of training (see "Frequency of Training"). This allowance may be used one time per officer per year for officers needing such training. Upon request, the Contractor shall provide documentation to the COR of all officers who receive quarterly combined training.
 - (e) Training hours may not be transferred from one officer to another.
 - (f) Each quarterly block of firearms training shall have clearly defined goals and objectives. Each officer must demonstrate satisfactory understanding and ability to perform the objectives of the training. The Contractor shall maintain a record documenting the goals and objectives of each quarterly training session and provide these to the COR upon request. The COR shall be notified of the results of all officers failing to demonstrate satisfactory skill levels with the elements of the provided training via email. During quarterly training periods the focus of

training may be on one or more of the below listed elements or additional elements proposed by the Contractor and approved in advance by the COR:

- (i) Use of cover
- (ii) Moving with a firearm
- (iii) Shooting on the move
- (iv) Low light shooting principles
- (v) Decision scenarios/confrontation-simulation
- (vi) Remedial Firearms Training
- (vii) Failing State Licensing Qualification Course of Fire
 - 1. If at any time an officer fails the required state licensing qualification course of fire, either for license renewal or in conjunction with the six month requirement noted in "Live Fire Range Training", BPA will consider the officer as not in compliance with the provision listed in the Statement of Work "Armed Certification and Credentials." The Contractor shall notify the COR as soon as practical when any officer fails a qualification course of fire. The Contractor shall have a period of 45 calendar days to conduct needed remedial training in order to bring the officer into compliance with this Statement of Work without additional cost to the Bonneville Power Administration. If the officer is not brought into compliance within the 45-day grace period, the officer will no longer be eligible for contract performance. The COR may extend the grace period if determined it is in the best interest of BPA.
- (viii) Failing to Meet Quarterly Firearms Training Objectives
 - 1. Officers who fail to meet quarterly training objectives shall receive remedial training in order to meet those objectives.
- (ix) Unsafe Firearms Handling
 - 1. Unsafe firearms handling, negligent discharge of weapon, or any other unsafe acts in conjunction with the handling, training or use of firearms shall be reported to the COR or other OSCO personnel within 1 hour or as soon as circumstances allow. Incidents, such as an accidental discharge, shall have a thorough inquiry accomplished by the Contract Manager in coordination with OSCO and the BPA Safety Office. A report of the inquiry, to include root cause, remedial actions, and any necessary remedial training shall be provided to the COR detailing corrective actions to be taken by the Contractor.
- (x) Defensive Tactics Training (8 Hours)
 - 1. Frequency and Scope of Training
 - a. All officers shall attend 8 hours of defensive tactics training on an annual basis. The training shall consist of the following elements unless otherwise approved in advance by the COR.
 - b. Handcuffing.
 - c. Aerosol Self Defense spray refresher
 - d. Take down and apprehension techniques to include Use of Force continuum scenarios.
 - e. Verbal Crisis Intervention (verbal commands for taking suspects into custody).
 - f. Weapons retention.
 - g. Officer safety and survival.

(xi) Other periodic training may include, but is not limited to the following:

1. Vehicle inspection techniques, DOE or equivalent.
2. OSCO subject briefings as needed.
3. Re-familiarization with applicable emergency and alarm response procedures.
4. Report writing.
5. Post documentation familiarization.
6. NERC CIP requirements and/or procedures.

(xii) Other Security Officer procedures.

1. Individual training classes conducted by the Contractor shall include the development of a training plan. Class training plans shall be maintained by the Contractor and made available to the COR upon request. Upon award of the contract, the class training plan format template shall be provided to the COR for approval. A class training plan shall include the following information (or other information approved by the COR):
2. Training purpose, scope, and objective.
3. Training methodology.
4. Training resource needs, to include identified instructors.
5. Training schedule.
6. Training curriculum.
7. Training evaluation criteria.
8. After actions report (AAR) upon completion of training. The AAR shall be used to evaluate the success of the training and identify follow-up actions needed.

iv. On the Job Training/ Career Development

(a) On The Job Training (OJT)

- (i) The Contractor shall furnish annual OJT to officers. Officers must demonstrate sufficient understanding, knowledge and capability to perform post duties. This training must address specific needs for conducting various day to day activities associated with post duties. OJT must be relevant to successful accomplishment of the BPA security mission. OJT must be conducted at no additional cost to BPA. BPA may request some types of OJT performed in addition to scheduled duty hours which may be considered "additional security services." BPA shall determine which types of OJT are "additional security services". The Contractor must maintain a record and roster of officers completing OJT. The Contractor must provide a certification statement of OJT annually to the COR. OJT shall include a review of the Contractor's firearms safety training program, DOE Vehicle Inspection Procedures, and may include, but is not limited to, the following:
- (ii) Post documentation review.
- (iii) Additional vehicle inspection techniques.
- (iv) X-ray and magnetometer techniques.
- (v) Information bulletins, instructions, post operations, Operations Bulletins, etc.
- (vi) Safety information.
- (vii) Supervisory/Management one-on-one training.
- (viii) Security Officer procedures/ post procedures.

- (ix) Emergency procedures.
- (x) Hazardous materials.
- v. Contractor Required Training and Briefings
 - (a) The Contractor may require individual employees to attend briefings, meetings, training or seminars relating to the specific conditions of employment under which officers are employed with the Contractor. These may include information pertaining to employee performance appraisals, employee benefits, Contractor policy, compensation policy, and other issues arising from time to time. To the extent practical these may be accomplished while the employee is posted on duty. However, the Contractor will exercise due diligence with respect to contractual position requirements to ensure all posts are filled with a security officer at all times.

7) CONTRACT EMPLOYEE REQUIREMENTS

- a. Officers must meet or exceed the following minimum criteria prior to post assignment:
 - i. Must be U.S. citizens.
 - ii. Must be at least 21 years of age to meet Oregon and/or Washington State Security Officer licensing requirements.
 - iii. Must possess a high school education or equivalency certificate.
 - iv. Shall be physically able to perform all assigned armed security officer duties, functions, and activities. Employees performing in security officer positions shall have the ability to do the following: stand on post for long periods of time (e.g. - an 12-hour shift with applicable breaks required by law); able to work outdoors during inclement weather or other conditions; able to walk uneven terrain during foot patrols; be able to legally and safely operate a motor vehicle; be able to lift up to 40 lbs. without assistance; able to be certified to perform cardiopulmonary resuscitation (CPR) and use an automated external defibrillator (AED); able to successfully pass firearms qualification and certification without physical assistance, including kneeling and other firing positions.
 - v. The Contractor shall provide each newly hired officer a physical examination at no additional cost to the Government or the employee prior post assignment, and every two years after initial hire. Officers must be cleared as physically able mentally and medically fit to perform their respective duties. The Contractor shall provide a list of current employee's the date of their last physical examination upon request by the COR.
 - vi. The Contractor shall maintain a drug-free workplace program. In addition, the Contractor's program shall include at a minimum, processes for the initial drug screening of new-hire employees and random screening for employees. Drug screening shall be a 5-panel drug test regimen. The Contractor must perform drug screenings upon written request by BPA. The Contractor shall provide initial (for clearance purposes) and random drug screening of the employee through their own established testing facility federally qualified to conduct drug screening. An electronic and/or hard copy of the test result shall be made available to the COR, or other authorized official determined by the COR or CO, upon request and, if necessary, forwarded to DOE for record of compliance.
 - vii. All employees shall speak English and be literate in English to the extent of reading and understanding printed regulations, detailed written orders, training instructions and materials, and shall be able to compose reports which convey complete information in English. Security officers shall be able to understand and perform basic computer keyboard operations relative to the operation of word processing and e-mail software (e.g. - MS Word and MS Outlook) and the cardkey access systems used by BPA (currently ProWatch).
 - viii. While on duty, security officers shall not supervise or attend to any other contract or duties not directly related to the performance of this contract without the advance written consent and approval of the CO

and Chief Security and Continuity Officer. Contractor employees shall not be current government employees.

b. Employee Background Checks

- i. Personnel will undergo HSPD-12 personal identity verification and background checks by BPA. Persons not meeting adequate security background requirements as determined by BPA will not be permitted to perform on BPA property.
- ii. Security officers must meet state criminal background check requirements for armed guard licensing in the state in which they are working.
- iii. Personnel must directly support North American Electrical Reliability Corporation Critical Infrastructure Protection (NERC CIP) standards (Standard CIP 006, Cyber Security – Physical Security of Critical Cyber Assets) and must undergo personnel risk assessments which BPA will conduct a minimum of every 7 years as outlined in requirements established in Standard CIP 004, Cyber Security – Personnel & Training.
- iv. Department of Energy, BPA Office of Security and Continuity of Operations, Contracting Officer or COR will periodically request information from officers holding L clearances to initiate and maintain security clearances of officers requiring such and performing duties on the BPA Security Services Contract. Any actions on the following process could occur:
 - (a) PERSEC receives information from PHYSEC COR for guard force that a clearance is needed for a Guard
 - (b) PERSEC will pre-fill out forms for signatures:
 - (i) OF 306 – Declaration for Federal Employment
 - (ii) DOE F 5631.18 – Security Acknowledgement
 1. Need updated Resume
 - (c) PERSEC will send forms to Guard for signatures, Guard to include updated Resume, and return all to PERSEC
 - (d) During this time the Guard need to go for drug test – send results to PERSEC
 - (e) PERSEC will send forward to DOE/HQ all forms and drug test
 - (f) DOE/HQ will review paperwork
 - (g) DOE/HQ will send Guard an email to fill out e-QIP (Electronic Questionnaires for Investigations Processing)
 - (h) Guard to follow instructions from DOE/HQ to complete e-QIP
 - (i) Once e-QIP is returned to DOE/HQ the investigation process starts
 - (j) Guard will be contacted by OPM Investigator for background interview and possibly people listed on e-QIP
 - (k) This process could take up to a year
 - (l) Once investigation is complete PERSEC will receive information from DOE/HQ that Guard is cleared or not
 - (m) If cleared
 - (i) Guard will be requested to complete a WBT- Comprehensive Briefing for Cleared Employees
 - (ii) Guard to send certificate from WBT to PERSEC
 - (iii) PERSEC will order new DOE Security Badge w/clearance level on it
 - (iv) PERSEC will fill out a SF-312 (Classified Information Nondisclosure Agreement
 - (v) PERSEC will set up time w/Guard to review and sign SF-312
 - (vi) Guard will set up a Card Pick-up appointment when new DOE Security Badge is checked in and Guard is notified

8) DUTIES OF THE CONTRACTOR

a. General

- i. The Contractor shall provide a highly qualified, professional security force. The Contractor shall take immediate action to correct officer performance, discipline and deficiency issues. The Contractor shall immediately report any termination of contract personnel via email to the COR

and the Revoke email group. If a termination is known or projected in advance, the COR shall be notified as soon as the Contractor is aware of the employee termination so the COR may take necessary, timely administrative actions.

b. Contractor Duties

- i. The Contractor shall protect lives and shall, within the limits of security officer authority, deter unauthorized use, loss, theft, trespass, espionage or sabotage of government property, material, and equipment, and Non-Government property and equipment located at BPA Facilities.
- ii. The Contractor shall have a well-developed continuity plan that will address the agency's needs for adequate security coverage in the event of a disaster. This continuity plan will be coordinated through the BPA OSCO COR and Continuity Office.
- iii. The Contractor shall implement all regulatory or compliance-based requirements such as BPA policies and directives, GSA and FPS building policies and practices, procedures associated with NERC CIP and DOE, or other requirements as directed by BPA.
- iv. The Contractor shall conduct access control according to current BPA policy, GSA building policy, CFR's, under direction from BPA's OSCO.
- v. The Contractor shall monitor facilities to which assigned, for fires, explosions, and other catastrophes by close observation of buildings, machinery, vehicles, electrical equipment, and personnel to identify unsafe or potentially unsafe conditions, or activities. The Contractor shall monitor facilities for the commission of thefts, assaults, robberies, or other violent crimes and report the same to Law Enforcement and OSCO personnel in accordance with developed procedures.
- vi. In the event of a fire, the Contractor shall monitor phone calls and radio transmissions, provide directional assistance to responding emergency service providers and if needed, provide traffic control/cordon control at the location of the fire and follow procedures associated with such a response.
- vii. The Contractor shall report all security incidents to OSCO and when occurring at BPA HQ building 905 to the FPS. The Contractor shall use the BPA standardized security incident report form (Form 5632.01e) for the submission of electronic security incident reports and shall use applicable forms supplied by FPS when necessary, unless otherwise directed by OSCO.
- viii. The Contractor shall patrol designated areas according to post duties as described.
- ix. Designated Shifts" identified in the SOW are general guidelines and may be adjusted with advance approval from the COR. The Contractor shall establish shift change procedures accommodating the ingress and egress of employees and other activities in such a manner ensuring posts remain covered. The Contractor shall also be responsible for accommodating administrative needs such as arming and disarming times for officers.
- x. The Contractor shall enforce BPA policies as described, and in a manner as required by the described post duties in this SOW, or as otherwise directed by OSCO.
- xi. The Contractor shall investigate security breaches and incidents occurring, at the direction of OSCO. Security incidents involving criminal activity, threats, violence, property damage, or any other serious or suspicious activity shall be reported to OSCO, Local Law Enforcement and FPS (when appropriate) as soon as it is safe and practical to do so. This includes notifications as needed to OSCO after hours through the designated Duty Officer. Security officer actions shall be conducted in accordance with appropriate laws and in conjunction with established BPA policies.
- xii. The Contractor shall provide employee escort services as directed by OSCO, the Contract Manager, or the security supervisor when employee safety issues arise or other circumstances exist warranting this type of assistance.
- xiii. The Contractor shall develop and maintain recall rosters to facilitate the contact of key management personnel and the recall of security personnel to duty in sufficient numbers to meet emergency

situations arising at BPA facilities. Recall rosters shall be maintained in accordance with the Privacy Act of 1974. Recall rosters shall be protected in accordance with BPA Information Protection Program standards, including proper marking, control, and storage of such documents. Recall rosters shall be submitted to the COR prior to the start date of contract services and be shall be updated by the Contractor and submitted to the COR on a monthly basis.

- xiv. The Contractor shall provide additional security personnel to provide security services for special events or emergency situations as needed and requested by BPA. These additional security services are not included as part of the inactive posts outlined in this SOW that may be activated during an increased threat level. Additional security services needed in each instance shall be for a minimum of 2 hours. To the extent possible, OSCO will provide advance notification via e-mail and/or phone call to the Contract Manager of any request for additional security services. OSCO shall provide the Contractor with specific security officer duties for each instance.
- xv. The Contractor shall supply an organization chart to the CO and COR as part of the transition plan. It will include the names of company officers, supervisors, managers, and other key organizational personnel assigned to the BPA contract with their business contact information. As changes in staffing occur, the Contractor shall provide updated organization charts to BPA.
- xvi. Security officers and security supervisors shall not be on duty for more than 12 consecutive hours or in excess of 60 hours per week unless approved in advance by the COR. The Contractor must allow for sufficient personnel rest between periods of work.
- xvii. The Contractor shall comply with all BPA policies to include Harassment Free Workplace and Standards of Conduct. BPA will provide these policies at the post-award orientation. The Contractor shall distribute to all officers. In addition, annual training required by BPA of all contract employees shall be conducted. Training must be approved in advance by the COR at no additional cost to the Government.
- xviii. The Contractor shall manage all training processes and requirements in accordance with this SOW.
- xix. The Contractor shall maintain training documentation sufficient to demonstrate officers have met all requirements for licensing, training, and annual security post certification. These records shall reflect the specific nature, scope and detail of on-post training and certification. Training records shall be made available to the COR upon request.
- xx. The Contractor shall develop and maintain hardcopy post books containing operational information, including but not limited to:
 - (a) Portions of the Statement of Work applicable to the post.
 - (b) General Orders as outlined in the Statement of Work.
 - (c) Post-applicable Standard Operating Procedures (SOP's), applicable CFR information, and other emergency plans applicable to the post.
 - (d) Short term briefing information, alerts, orders etc.
 - (e) Emergency call out lists (maintained under Privacy Act of 1974 and protected under BPA Information Protection Program standards).
 - (f) When available, BPA provided maps and building schematics.
 - (g) When available, operating instructions to include, but not limited to physical access control systems (PACs), card key readers, fire alarm panels, fire suppression systems, intrusion alarm systems, mechanical enunciator panels, and CCTV systems, and other operational equipment.

- (h) The Contractor shall conduct and document alarm system checks as directed by OSCO. Completed documentation shall be submitted to OSCO.
- (i) The Contractor shall safeguard information identified as sensitive, to include Official Use Only (OUO), Critical Information (CI), or Personally Identifiable Information (PII) in accordance with established BPA Information Protection Program standards.
- (j) The Contractor shall assist OSCO with evaluating the applicability of Protective Force requirements contained within applicable DOE Manuals that may be integrated into BPA's security program.
- (k) The Contractor shall have a retention plan to maintain a low turn-over rate of employees.

9) WEAPONS REQUIREMENTS

a. Weapons and Ammunition

- i. Unless otherwise approved in advance by the COR, the duty weapon shall be a semi-automatic pistol, of at least 9mm caliber with one loaded 15-round magazine. Armed security officers shall carry two additional 15-round magazine when on duty, unless otherwise approved by the COR. The pistol and ammunition selected must meet local, state or federal law enforcement specifications for performance.
- ii. The Contractor shall provide duty weapons as indicated above in a quantity to arm all officers on duty. A suitable quantity of spare weapons must be available in the event of breakage or emergency and to enable the arming of posts identified in this SOW as being not currently activated. A sufficient number of weapons must be kept readily available to provide four (4) officers weapons and ammunition in support of deployments to BPA field locations.
- iii. Sufficient magazines shall be readily available for duty issue, training purposes, breakage and emergency.
- iv. Ammunition shall be kept in sufficient quantities for duty issue, and shall be replaced no less than annually or due to identified risk of defect at no additional cost to BPA.
- v. Duty ammunition shall meet the same standards used by law enforcement agencies. (For Example: Federal Protective Service, Portland Police Bureau, or Multnomah County Sheriff's Office.)
- vi. Duty ammunition shall be rotated to range ammunition at least annually, requiring new ammunition to be supplied by the Contractor for duty use at no additional cost to BPA.
- vii. Holsters shall be at a minimum a level 3 retention holster, similar to what LE is currently using, requiring two separate actions to release retentions and draw the weapon. Example: an SSL sleeve or thumb break combined with a rocking motion.
- viii. All modifications and alterations to firearms require advance approval of the COR. All modifications shall be performed by factory certified or DOE certified armorers.
- ix. All weapons shall be maintained in clean and serviceable condition.
- x. Weapons shall be inspected at least annually by a factory certified or DOE certified armorer. Weapons inspections shall be documented and an electronic copy of the documentation forwarded to the COR.
- xi. Firearms shall be returned to the shift supervisor or a designated Weapons Safety Officer (WSO) at the end of each tour of duty. Prior to storing or re-issue of the firearm, the shift supervisor/WSO shall assess operational condition of the firearm by clearing the weapon, checking ammunition in magazines.
- xii. All weapons and ammunition shall be stored and locked in suitable lockers provided by the Contractor and approved in advance by the COR.

- xiii. The Contractor shall develop and implement an accountability process for weapons, ammunition, and other equipment such as, but not limited to, less than lethal weapons, radios, other operational equipment, etc.
- b. Firearms Policy Requirements
 - i. The Contractor shall develop and submit for approval to the COR a program plan for firearms safety, specific to the use of firearms in the performance of the contract. This shall be provided by the Contractor as part of the transition plan. Once approved, modifications to firearms safety requirements must be approved in advance by the COR.
 - ii. The firearms safety program shall be approved in advance by the COR and shall address, as a minimum, the following:
 - (a) A statement of policy and procedural outline relating to the safe use of firearms.
 - (b) Procedures for the arming and disarming of officers for duty/relief of duty. This shall include loading and unloading supervision of duty weapons by trained Weapons Safety Officers (WSO's).
 - (c) Procedures for inventory, accountability, and control of firearms by shift, as well as firearms maintenance and inspection, including a schedule denoting the frequency of these activities.
 - (d) Procedures for rotation/replacement/disposition of unserviceable weapons.
 - (e) Procedures for ammunition accountability, storage, rotation, disposal, and inspection.
 - (f) Policy for reporting accidents, incidents, unsafe conditions, and negligent discharges.
 - (g) Policy for correcting and preventing accidents, incidents, unsafe conditions, and negligent discharges.
 - (h) Policy for evaluating an officer's mental readiness to return to work following a use of force incident involving a weapon. A licensed Mental Health official must perform an evaluation of the officer's readiness before returning to work.
 - (i) Firearm safety briefing form completed by each officer during each live fire range training session. These forms (electronic or hardcopy) must be available for review by the COR upon request.
 - (j) The Contractor shall assign a professionally qualified individual responsible for conducting self-assessments of the Firearms Safety Program on an ongoing basis. Assessments shall be conducted at least annually. The results of these assessments shall be documented on a standardized Contractor supplied form listing date and time of assessment. Any findings shall be documented and shall be submitted to the COR electronically. The Contractor shall immediately correct any unsafe conditions discovered involving firearms safety. Firearms Safety Program violations, and a mitigation plan must be immediately brought to the attention of the COR. Assessment documents must be made available to the COR upon request.
- iii. Firearms Instructors / Armorers
 - (a) Firearms instructors may be security officers, Law Enforcement Instructors, supervisors or Contractor provided instructors designated by the Contractor to conduct firearms training. Firearms instructors shall be certified by the state for which officers are being trained or instructed. Guest or adjunct instructors may be used with advance approval of the COR.
 - (b) Armorers may be security officers, supervisors, or Contractor provided armorers designated by the Contractor to perform these duties. Armorers shall have completed factory training or DOE certification to inspect, modify, or repair firearms being used on the contract. The Contractor shall submit electronically to the COR the armorers' qualifications.
- iv. Administrative Handling of Weapons
 - (a) General

- (i) All administrative firearms handling shall be performed in a manner consistent with safe and accepted practices. Firearms shall be treated as if they were loaded at all times. Weapons shall be confirmed as unloaded in accordance with established procedures.
- (b) Loading and Unloading Weapons
 - (i) Procedures for the loading and unloading of firearms shall be developed by the Contractor and approved by the COR as part of the weapons safety program. Changes to procedures shall be submitted for approval by the COR prior to implementation. Arming and disarming procedures shall be posted in plain sight at each designated arming station.
- (c) Less Than Lethal Weapons/Equipment
 - (i) Aerosol Self Defense Spray – All security officers shall carry Aerosol Self Defense spray in an approved holder located on their duty belt while on duty.
 - (ii) Handcuffs – All security officers shall carry a minimum of one set of handcuffs in an approved handcuff case located on their duty belt while on duty.
 - (iii) The Contractor shall provide and maintain sufficient quantities of these devices as readily available to all security posts.
 - (iv) New security officers shall receive appropriate orientation training and task performance training on the proper use of applicable less than lethal devices prior to assuming any security post.

10) COMPANY REPRESENTATIVES AND SUPERVISION

- a. Qualifications of key personnel:
 - i. The Contractor shall identify, by name, key management, supervisory, and instructor personnel. Unless otherwise approved by the CO and COR, requisite qualifications are as follows:
 - (a) Management/Contract Manager – Shall have a minimum of four (4) years' experience in the management of security services contracts.
 - (b) Supervisors – Shall have a background and experience including a minimum of four (4) years associated with a security, military police, or law enforcement career. Refer to section 21) Company Representative, Para. c) Of this SOW for further requirements.
 - (c) Instructor – Shall have professional credentials consistent with performing in the capacity of an instructor. Credentials include state certification or accreditation, Department of Energy certification, or other certification, approved by the CO and COR. Additionally, instructors shall have a minimum of four (4) years' experience in a security, military, or law enforcement career.
 - ii. Company Representative
 - (a) The Contractor shall provide a Contract Manager. The Contract Manager shall be dedicated solely to the performance of this contract and will not be assigned to any other contracts. The Contract Manager may appoint a supervisor to act in place of the Contract Manager as needed for temporary absences. OSCO will retain final oversight and decision-making authority over security operations.
 - (b) The Contract Manager shall assist OSCO with the development of security procedures and policy.
 - (c) The Contract Manager shall maintain proper discipline, appearance, conduct, professional bearing and demeanor of all officers and supervisors.
 - (d) The Contractor shall provide supervision focused on the day-to-day contract performance of officers. Supervision shall also be the direct liaison to the Contract Manager and OSCO for

security operations. Supervisors shall assist with training (post certification, OJT, etc.) as necessary

- (e) The Contractor shall provide one twenty-four hour per day, seven day per week supervisor at the Ross Complex and supervisors assigned to BPA HQ, Celilo and the Munro Complex for 12 hours per day, Monday through Friday (except holidays). The supervisors shall be responsible for supervising officers performing duties at the various locations at specified times as noted in "Designated Coverage."
- (f) Supervisors shall be certified as a supervisor by the state in which supervisory work is to be performed if required. Supervisors will have demonstrated the knowledge, skills, and abilities necessary to successfully perform the duties of the Security Supervisor position including, but not limited to, the following:
 - (i) Resolution of security related issues.
 - (ii) Management of dynamic, evolving emergency or security incidents.
 - (iii) Liaison with law enforcement agencies, client personnel, and other customers.
 - (iv) Coordinating and ensuring training completion of officers assigned.
 - (v) Outside the hours outlined for a designated security supervisor the security supervisor from the Ross Complex will perform this function for the Headquarters. Duties of the Ross Complex security supervisor are outlined in the Statement of Work.
 - (vi) Shift supervisors may relieve security posts for designated break periods only when there are no other alternatives (e.g. - patrol, etc.) available.
 - (vii) The supervisor shall inspect all assigned officers/posts at least once per shift. Each officer/post inspection shall be entered in the Security Officer Report (SOR) and initialed by the inspecting supervisor. SOR's shall be made available electronically to the COR upon request.
 - (viii) If a Security Officer is not available to be posted at the beginning of a shift the Contractor Supervisor shall call the Physical Security Duty Officer, OSCO personnel or COR and provide the expected timeline and plan to restore coverage of the post.
 - (ix) Alternate shift supervisors shall serve in the absence of a designated Shift Supervisor. The alternate shift supervisor must meet the criteria stipulated for "Supervisor."

11) SECURITY SUPERVISOR PROCEDURES AND DUTIES

a. General Description

- i. The supervisor is responsible for ensuring completion of security officer training and proper management and maintenance of all security posts listed in this SOW. Supervisors shall not supervise any security posts associated with other contracts. Shift Supervisor's shall be armed.
- ii. Designated Coverage
 - (a) Ross Complex
 - (i) All Shifts 24 hours a day, 7 days a week unless otherwise approved by the COR, one supervisor shall be on duty and responsible.
 - (ii) Ross Supervisor Supervision of Portland Headquarters
 - 1. Monday through Friday from 1800 – 0600, Weekends and Holidays provide supervisory duties.
 - (iii) Portland Headquarters
 - 1. Monday through Friday, except holidays, from 0600 – 1800 hours, unless otherwise approved by the COR, one supervisor shall be assigned to and responsible for Portland Headquarters.

(iv) Celilo Complex

1. Monday through Friday, except holidays, from 0800 – 1600 hours, unless otherwise approved by the COR, one supervisor shall be assigned to and responsible for the Celilo Complex.

(v) Munro Complex

1. Monday through Friday, except holidays, from 0600 – 1800 hours, unless otherwise approved by the COR, one supervisor shall be assigned to and responsible for the Munro Complex.

b. Supervisor Duties

- i. Supervisors shall not have other responsibilities not related to this contract. Supervisors shall be responsible for the following:
 - (a) Providing a formal briefing for security officers at the beginning of each shift. This shall include, but is not limited to, pertinent pass-down information, security alerts, or termination advisories.
 - (b) Ensuring posts remain staffed as required. Provide suitable replacements to staffing as needed.
 - (c) Notifying the Contract Manager and OSCO if the Contractor is unable to provide coverage for a post.
 - (d) Providing back-up assistance to security officers as needed. If additional assistance is needed, the supervisor shall immediately ensure Federal Protective Service (FPS) or local law enforcement, and OSCO, is notified as appropriate.
 - (e) Ensuring familiarity with the duties and responsibilities of the posts under their supervision.
 - (f) Ensuring post books at each post are kept current and all officers are knowledgeable regarding information contained in the post book.
 - (g) Conducting tests of security system equipment, in accordance with written plans and SOP's. A written report of the results of testing shall be provided to OSCO electronically.
 - (h) Ensuring completion of Annual Post Certification Tests, Limited Scope Performance Tests (LSPT's), Alarm Response and Performance Tests (ARAPT's), and other security exercises as indicated in established plans and SOP's. This includes coordination with the Contract Manager and OSCO, if necessary, as well as documenting, maintaining, and tracking written evaluations associated with these performance tests, identifying and making any needed corrective actions.
 - (i) Gathering, reviewing, and submitting security incident reports and forms prepared during the shift. The submission of reports and forms shall be coordinated with the Contract Manager and COR. Forms/reports shall be filed electronically in appropriate folders on BPA networks and as directed by OSCO personnel.
 - (j) Reviewing documentation maintained by posts. Ensuring documentation is maintained and submitted in accordance with directives established by OSCO. This includes, but is not limited to Security Desk Blotters, applicable visitor documents and logs, NERC CIP compliance documentation and records.
 - (k) Coordinating with the Contract Manager to provide verbal briefings to the COR, other OSCO staff, or the Chief Security Officer regarding significant security-related events as needed.
 - (l) Ensuring timely notification is made to the relevant Facilities Management office concerning buildings and/or grounds-related issues

- (m) Ensuring notification is made to the Contract Manager and OSCO Physical Security Duty Officer, if necessary, regarding security incidents occurring after normal duty hours as soon as safely possible.
- (n) Conducting an inspection of each security officer prior to posting. This inspection shall include at the minimum:
 - (i) Ensuring personal appearance of security officers is acceptable in accordance with established policies. Ensuring each security officer is properly licensed and equipped with the necessary inclement or warm weather garments. Ensuring all officers on duty possess a valid DOE/BPA identification badge for display.
 - (ii) Ensuring each officer is fit for duty. The Supervisor shall not allow any security officer to stand post if he or she appears to be under the influence of alcohol, drugs, medication, or other intoxicants. The supervisor shall not allow any security officer to stand post without sufficient rest.
 - (iii) Providing a shift briefing regarding any relevant issues brought forward from previous shifts, such as post orders, special notices, access restrictions, etc.

12) GENERAL SECURITY OFFICER CONDUCT (General Orders, Section I)

- a. All security officers shall be held to the highest standards of professional conduct, appearance, and performance. BPA does not grant or authorize any use of force or exercise of authority not permitted under the state laws governing the actions of security officers. This section is applicable to post descriptions as noted and shall be included with each post book.
- b. Use of Force
 - i. Security personnel shall, at all times, attempt to perform their duties with the minimum force necessary. Applicable laws regarding the use of force shall be observed at all times.
- c. Literature
 - i. Only authorized reading material approved by the COR or OSCO may be read on post. Newspapers, magazines, novels, or other personal reading material, both hardcopy and electronic in nature, are not authorized.
- d. Personal Audio/Video Equipment and Personal Cell Phones
 - i. Personal audio players, video players, and televisions are not authorized for use at any post. Personal cell phones shall be limited to emergencies and necessary family communications while on post, during the performance of an officer's or supervisor's duties. Changes in the use of these types of equipment must be approved in advance by the Contract Manager and COR. The authorized use of any personal equipment shall not interfere with the operation or professional appearance of the post.
- e. Appearance
 - i. Security officers shall present a professional appearance at all times with the uniform clean and pressed.
- f. Socializing
 - i. While on post, security officers will maintain a professional and polite demeanor, and shall not become engaged in lengthy, protracted or disruptive conversations with visitors, employees, guests, or other officers. If a guest, visitor or employee becomes distracting, the supervisor shall be notified and the supervisor shall notify the Contract Manager and OSCO.
- g. Emergency
 - i. Security officers at all posts shall take immediate action such as calling local law enforcement (to include FPS when appropriate), fire department, and OSCO for assistance when a situation is discovered presenting an immediate danger to life and/or property. Threatening individuals,

confirmed building intrusions, fire, broken water/oil lines are some examples. Other non-emergency matters are to be referred to the Contract Manager and OSCO for assistance.

h. Observance / Situational Awareness

- i. All supervisors and security officers shall maintain a high level of situational awareness and be observant for any suspicious activity. When feasible, officers shall attempt to identify suspicious personnel and observe and report any information that reasonably can be obtained such as:

- (a) Name, address, or any other identifying information
- (b) Physical description
- (c) Vehicle description
- (d) Vehicle license number
- (e) Direction of travel
- (f) Statements made by suspects or individuals
- (g) Other information useful in an investigation

i. Demeanor

- i. All security officers shall maintain a polite and friendly demeanor while on post. Officers are authorized to use a command voice or assert officer presence in order to carry out their duties when necessary. Officers shall not engage in disruptive or malicious conversations or behavior while on duty.

j. Arrests or restraints

- i. Arrests and restraints shall be applied according to the laws of the state in which the incident occurs. Security Officers shall not sign civil or criminal complaints on behalf of BPA.

k. Officer Safety

- i. Security officers shall exercise caution at all times and under all circumstances. The primary function of security officers is to observe and report incidents and suspicious activity. Officers shall take appropriate actions as necessary, in accordance with the appropriate laws, to maintain the safety and security of client personnel and property. Officers shall seek assistance from other security officers, FPS when appropriate, local law enforcement, and OSCO when needed.

l. Security Officer Reports

- i. All security officers shall maintain a Security Officer Report (SOR) of activities during their assigned shift. This report shall be specific regarding times actions were taken and inspections conducted. The time and name of the supervisor making the supervisory inspection shall be recorded in this report. The report shall be submitted to OSCO at the start of the next regular work day for review, unless otherwise directed by the COR. Written reports are not for general reading and are to be kept secure at all times. For designated posts, the Security Desk Blotter shall be used in place of the SOR. Significant activities performed by the Security Supervisor shall be entered on the appropriate Desk Blotter. Supervisors relieving officers for breaks or other reasons shall make annotations on the relieved officer's SOR.

m. Communication

- i. Contractor-issued cellular phones and BPA landlines may be used as secondary means of communication when primary means of communication are not available.

13) DELIVERABLES AND PERFORMANCE

- a. Article I, Table 1
- b. Listing By Appearance In Statement Of Work

<i>Due Date</i>	<i>Subject</i>	<i>Destination</i>	<i>Other Information</i>
At Award	Weapons Storage Approval	COR	
At Award	Certificate of Authority	COR/CO	
At Award	Personnel Secret Security Clearance Initiated	Personnel Security	
At Award	Certificate of Good Standing	COR/CO	Executive Order 12829
At Award	DOE Facility Security Clearance	COR/CO	SF328
90 Days after start of Contract	SOPs	COR	
Quarterly	Officer Evaluation of SOP	COR	At the end of each Fiscal Year Quarter
As Updated or Annually whichever is first	Updates to SOP	COR	
At Award/Annually	Annual Training Plan	COR	
Prior to Post Assignment Provide documentation upon Request	Certification of Pre-Employment Training	COR	
Conduct as Required/Provide Documentation Upon Request	Post-Employment Licensing and Certification Refresher	COR	
Upon Request	Documentation of Qualification Attempts	COR	
As Required	Combined Quarterly Training	COR	
Upon Request	Training Goals and Objectives	COR	
Upon Completion	Results of Quarterly Training	COR	

<i>Due Date</i>	<i>Subject</i>	<i>Destination</i>	<i>Other Information</i>
As Required	Notification of Failure to Qualify	COR	
As Soon As Safely Possible	Report of Unsafe Act	COR	
As Required	Remedial Action Plan for Preventing Future Unsafe Acts	COR	
At Award	Class Training Format	COR	
Upon Request	Class Training Plan	COR	
Upon Request	OJT Report	COR	
Upon Request	Documentation of Medical Exam	COR	
Upon Assignment	Documentation of Criminal History Check	COR	Letter Signifying Acceptable Criminal History Check
As Required	Email Notification of Employee Terminations	COR	Email to COR email box
As Required	Security Incident Reports	OSCO/FPS	
At Award of Contract and as updated as Changes Occur	Company Key Personnel and Officer Recall	COR	
Prior to Award of Contract	Organizational Chart	COR/CO	
Upon Request	Training Records	COR	
Upon Request	Post Books	COR	
As Required	Security Alarm Checks	COR/Security System Administrator	
As Required	Firearms Modification Approval	COR	

<i>Due Date</i>	<i>Subject</i>	<i>Destination</i>	<i>Other Information</i>
Upon Request	Weapons Inspection Documentation	COR	
Upon Request	Weapons/Ammunition/Equipment accountability documentation	COR	
At Award of Contract	Firearms Safety Program	COR	
Annual on date of Contract Award	Firearms Safety Program Assessments	COR	
Upon Request	Firearms Safety Briefing	COR	
As Required	Guest Firearms Instructors	COR	
As Required	Armors Qualifications	COR	
At Award of Contract	Firearm Load/Unload Procedures	COR	
As Required	Supervisory Post Check Documentation	COR/SOR	
As Required	Post Books, Forms, Tests, Reports, SORs, Compliance Documents	COR	
As Required	Shift Schedule Changes	COR	
As Required	Performance Assurance Training Elements	COR	
Annually	Annual Self-Assessment	COR	
14 Business Days after Assessment Completion	Annual Self-Assessment of Adherence to SOW Report	COR	
120 days following	Performance Testing	COR	

<i>Due Date</i>	<i>Subject</i>	<i>Destination</i>	<i>Other Information</i>
Award of Contract	Methodology		
Twice Monthly	Performance Tests, (Security Exercises to include verbal questions or actions taken)	COR	Conduct and Document on LSPT/ARAPT Log

14) SHIFT AND POST REQUIREMENTS

- a. The Contractor shall furnish security officers for the designated posts and shifts as described in post descriptions. When BPA deems necessary, the Contractor shall furnish security officers for posts identified in the SOW, but not currently active as identified in this SOW. The Contractor may submit alternative shift schedules to the COR, and upon written approval in advance, may implement the approved schedule. A copy of the specific post description and requirements as noted in the applicable sections shall be provided to each post for officer reference. Additionally "General Security Officer Conduct" and "General Post Requirements" shall be provided to each post.
- b. Shifts
 - i. Posts described as 24 hours per day shall be staffed as eight-hour posts. No officer shall be posted for greater than 12 hours in a 24 hour period except in emergencies following coordination with OSCO Staff. The Officers must have no less than 8 hours away from work between shifts. Exceptions for emergency circumstances shall be evaluated for approval by the OSCO Staff or COR.
- c. Shift Requirements
 - i. The Contractor shall staff shifts to optimize security coverage throughout the workday and overnight hours. Shifts shall be scheduled in such a manner to avoid lapses or voids in security coverage during the times of the day that employees are coming to work, breaking for lunch, or leaving the work place. Changes to shift requirements may be adjusted by the Contractor in coordination with COR and meeting BPA requirements. Changes shall be evaluated for efficiencies of operation and any cost implications.
 - ii. Under the direction of the shift supervisor, security officers shall obtain all necessary equipment prior to assuming the duties of their assigned post. Appropriate logs, forms and control rosters shall be filled out noting the issuance of such equipment.
 - iii. "General Security Officer Conduct" expectations shall be observed while officers are on shift.
 - iv. Personnel shall not consume alcohol, drugs, or other products that may negatively impact judgment or physical response as necessary to carry out the duties within 8 hours of duty. Personnel taking prescription drugs causing drowsiness, caution use while operating machinery, or driving a vehicle shall inform their supervisor within 1 calendar day of prescription and may require a medical release in order to resume duties.
 - v. Security officers and supervisors expected to operate motor vehicles as part of their duties shall be in possession of a valid state-issued driver's license at all times while operating such vehicles. Officers assigned to positions not requiring operation of motor vehicles nor having to drive while working on the BPA Security Services Contract shall be in possession of federally issued identification and are not required to be in possession of state issued driver's license.
 - vi. At all times while posted, security officers shall ensure persons entering BPA controlled property and moving about BPA controlled property properly display appropriate identification.

- vii. If an employee refuses to display identification properly, the security officer shall immediately inform the shift supervisor, document the incident, and perform other actions in accordance with established SOP's. The Contract Manager and OSCO shall be notified immediately.
- viii. If the security officer perceives a threat to BPA property or personnel, the officer shall take appropriate actions to manage the threat. The Contract Manager and OSCO shall be notified immediately
- ix. Security officers shall complete Security Incident Reports when directly involved in a response or perform follow up to a response. This includes incidents where the officer or supervisor is a witness. Security Incident Reports shall be submitted prior to officers involved being released from duty.
- x. Security officers shall fill out electronic or hardcopy (or both) Security Officer Report (SOR) for each shift noting security officer activities. The SOR shall note when the officer came on duty, patrolled specific areas, took breaks, lunch, or other information confirming appropriate security activity. Security officers and supervisors shall maintain electronic or hardcopy (or both) SOR notebooks to record information, assist in preparation of incident reports, and for possible use in court.
- xi. Security officers shall perform inspections of visitors' bags, briefcases, boxes, other hand-carried items, and vehicles upon entry as outlined by SOP's, or otherwise directed by OSCO.
- xii. Security officers shall enforce BPA security policies as noted in post duties, post orders, and BPA or Contractor provided SOP's as approved by OSCO.
- xiii. Security officers shall be familiar with BPA bomb threat, medical, and fire response instructions. SOP's shall be prepared to respond and assist, as required, during an emergency.
- xiv. Security officers at entry points shall inform visitors that firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor or Contractor is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The officer shall immediately report the incident to the Security Supervisor, FPS (for incidents occurring at BPA HQ), the Contract Manager, and OSCO.
- xv. Security officers shall be familiar with designated NERC CIP controlled areas at their post locations and must be familiar with access and response requirements for those areas.

15) SAFETY REQUIREMENTS

- a. The COR, designated field inspector, or any BPA employee or contractor may cause any work to cease if any safety violations are observed. No further work will be allowed until such time as the situation is resolved.
- b. The Contractor shall provide to the COR, prior to the start of the contract, a Material Safety Data Sheet on products the Contractor will be bringing to the job site that employees may be using, exposed to or which may be stored on the site. Prior to performance on this contract, a Site Specific Safety Plan (SSSP) must be submitted in writing to the COR to address typical and routine tasks required under this contract. In accordance with Clause 15-13, Contractor Safety and Health Requirements, any additional authorized services involving exposure to potential high-hazards, as determined by the COR, shall require the submittal of a supplemental Site Specific Safety Plan in writing prior to work starting on those high-hazard tasks. The SSSP is subject to review and approval by the BPA Safety Office. Changes in work procedures or added work sequences not initially specified in the SSSP shall require an update and will generate a new review and approval process for the updated analysis or plan.
- c. All applicable Federal, Government and local safety requirements shall be observed by the contractor and its employees.

- d. Many BPA facilities are energized and could pose risk to the life and safety of any Contractor personnel who enter such areas. Security contract personnel who are trained and hold a Contractor Non-Electrical Worker Permit may be allowed in areas requiring Permit without escort of BPA personnel. Personal Protective Equipment Required for Entering areas requiring the Permit:
 - i. White Hard Hat. Hard hats approved by the Administration shall be worn by ALL PERSONS in the following locations and conditions except for work inside transformers, power circuit breakers, under vehicles, or in similar restricted/protected situations.
 - (a) In fenced substation yards and other designated hard hat areas.
 - (b) When engaged in or when in the close proximity of outdoor work or in all areas where there is exposure above head level to moving equipment, work, or material handling.
 - (c) Persons working at elevated locations more than 4 feet above the ground and utilizing fall protection PPE shall wear a BPA approved climbing style helmet attached with chin strap.
 - ii. Identification/Color-Coding System. To distinguish between Qualified Electrical Employees and others, **YELLOW** hard hats will be restricted to holders of *Electrical Worker Permits*. Additional hard hat colors utilized on the BPA system are:
 - (a) **BLUE**: Riggers
 - (b) **RED**: Construction Equipment Operators
 - (c) **GRAY**: Carpenters (Note: Due to gray being unavailable in a climbing style helmet, white shall be substituted.)
 - (d) **WHITE**: All Others
 - iii. Protective Footwear. Appropriate footwear that provides adequate support and protection to the foot, toes and ankles for the work being performed shall be worn. Lace-up, over the ankle leather boots with rigid sole and heel meeting ASTM F 2413-11 with an EH Rating or ASTM F 2413-05, Class 75 with EH rating shall be worn in all work areas where hard hats are required and other areas as determined by a supervisor. Supervisors have the responsibility for assuring that appropriate footwear is worn. Employees have the responsibility to wear appropriate footwear for the job.
 - iv. Arc Flash (FR) Clothing:
 - (a) Arcing from faulted components can occur when working on or near energized circuits. In some cases, this arcing will expel molten metal and can produce enough heat to cause burns to a worker and ignite clothing. BPA's goal is to establish requirements that protect workers from the onset of 2nd degree burns (1.2 cal/cm²), but not overprotect to the point of causing restricted/inhibited visibility, heat exhaustion, and inability to perform work. Arc-rated clothing has a rating corresponding to the minimum Arc Thermal Protection Value (ATPV) which prevents the onset of 2nd degree burns.
 - (b) To maintain conformance with Federal OSHA work standards BPA has adopted the policy of protecting workers from the hazards of arc flash by requiring minimum clothing rating of 8 cal/cm² for those who may be exposed to arc flash hazards normally found in the energized area of BPA substations. This clothing must be worn by contract workers anytime they are in the energized area of the substation yard. The boundary for this requirement is from any control house door exiting into the energized substation yard or from the substation gate entering into the energized substation yard.
 - (c) Therefore, if the contract worker must enter the energized substation yard to work the minimum requirements for arc rated clothing must be met. Long sleeve coveralls with a rating of 8 cal/cm² can be utilized in lieu of rated pants and long sleeve shirt. Any jackets or rain gear worn also needs to meet the minimum rating of 8 cal/cm².
 - (d) Arc Rated clothing with a minimum rating of 8 calories/cm² shall be worn inside of energized substations or when an employee is performing work which may expose them to an arc

hazard. The wearing of clothing and footwear made from acetate, nylon, polyester, or rayon either alone or in blends (unless labeled with an Arc Thermal Protection Value of 8 cal/ cm² or greater) is prohibited alone or under arc rated clothing when an employee may be exposed to the hazards of electric arcs or flames. Long sleeve arc rated shirts shall be worn with sleeves rolled down and shirts tucked into pants.

- v. Contractor Non-Electrical Worker Permit: Contractor employees performing security services at the Eugene Starr Complex or while deployed to a Substation under this contract may be required to successfully pass the Non-Electrical Worker Permit examination, pass the Substation Electrical Hazard Awareness Training and Tour, and pass NERC-CIP Field Training. BPA reserves the right and option to provide an escort in lieu of above requirement.
- vi. Celilo Special Risk Plan
 - (a) BPA's Celilo facility has had extensive mercury contamination as a result of the use and maintenance of mercury arc valves (rectifiers) employed at the facility from 1970 to 2004. Most of the interior of the building is now mercury free. Background concentrations of the toxic element are extremely low minimizing the risk of future health concerns from inhalation. However, care should be exercised during future renovation should encapsulated locations be disturbed. Any drilling, cutting, or floor demolition should be accompanied by monitoring to ensure that contractors are not unnecessarily exposed to brief albeit elevated local vapor concentrations.
 - (b) The contractor shall review the *Post-Abatement Clearance Report for Phase 3 Mercury Abatement Areas at Celilo Converter Station, The Dalles, Oregon*, dated October 11, 2013. The report will be provided to the contractor by the COR.
 - (c) 29 CFR 1910.1200 Mercury Hazard Communication Training will be conducted and documented for officers that will work at the Celilo DC Converter building.

C) SECURITY SERVICES AT THE BPA HEADQUARTERS

1) General

- a Standard security officer procedures shall apply to all HQ security posts. Shift hours may be adjusted through the approval of the COR. All posted officers and patrols assigned to the BPA Headquarters shall be knowledgeable of building evacuation, shelter-in-place procedures, and other contingency procedures.
- b Questions about physical security and access control policy shall be deferred to the HQ's Physical Security Specialists.
- c Parking Garage Entrance Bollard System Operation
 - (i) Security officers must understand the safe operation of the garage entrance bollard system prior to assignment to posts 1, 2, 8 or 9. Officers shall not operate the garage entrance bollard system unless properly trained.
 - (ii) Training required to operate the bollard system shall be conducted by security supervisors or training personnel ensuring adequate understanding of the safe operation of the system according to the policies and procedure established in this SOW and SOPs developed by the Contractor.
 - (iii) Training for bollard system operation shall be documented on the individual security officer's training record. Security officers required to operate the bollard system must demonstrate the ability to safely do so prior to assuming duties of the post. Procedures for operating the bollard system shall be placed at each applicable post.
 - (iv) Bollard system operating hours under non-emergency conditions
 - (a) From the hours of 1800 – 0600, Monday through Friday, bollards shall remain engaged in the up position with the parking garage doors closed.

- (b) From the hours of 0600 – 1800, Monday through Friday, bollards shall remain engaged in the down position with the parking garage doors open.
- (c) During weekends and holidays, bollards shall remain engaged in the up position with the garage door closed at all hours.
- (d) OSCO may direct changes in use of the bollard system as needed.

2) Headquarters Security Post 1

a Description of Post

- (i) HQ Post 1 is located at the security console located in the main lobby of the BPA Headquarters Building. HQ Post 1 is a one-person post, operated by an armed, uniformed security officer 24 hours per day, 7 days per week. The security officer shall be equipped with a portable radio, flashlight, and other equipment necessary to perform building security services. The officer shall be trained and competent to operate the bollard system during normal and emergency operations. The primary responsibility of this post is to monitor and control personnel access through the use of CCTV, cardkey physical access control systems (PACS), and manual processing procedures.

b Designated Shifts

- (i) This post shall operate 24 hours per day, seven days per week. The post shall have three shifts per day.

c Post Duties

- (i) Officers shall perform the following:
 - (a) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - (b) Monitor the CCTV and PACS for the BPA Headquarters. Allow access after normal business hours only to persons with valid BPA or other approved identification, or, individuals or groups approved for access and authorized by OSCO. BPA and Contractor personnel must present their ID badges to the lobby access portal to gain building access past HQ Post 1. Guests of employees and all visitors are required to follow established procedures for visitor access. All persons entering the building are subject to screening.
 - (c) Require all visitors and guests to be identified via government issued photo ID and to sign in and obtain a visitors badge. Ensure visitors and guests are screened properly before entry.
 - (d) Dispatch and monitor Headquarters security posts and patrols for various situations that may arise.
 - (e) Maintain radio or alternate communications and conduct security status checks with posts and patrols assigned to the BPA Headquarters on an hourly basis during daylight hours and every 30 minutes during hours of darkness or increased security posture.
 - (f) Monitor and respond to all building alarms for the Headquarters Complex in accordance with designated procedures. This includes door alarms, intrusion alarms, duress alarms, computer room alarms, and fire alarms. For the ProWatch system, this post shall maintain an event log of alarm activity.
 - (g) Process and maintain visitor access requests and administer visitor access procedures. Temporary badges shall be issued for cleared visitors as well as BPA and Contractor employees who do not have their Government issued identification. Prior to issuing a temporary local site specific only (LSSO) badge, appropriate procedures shall be followed based upon the status of the individual (i.e. foreign national, escorted/unescorted access, etc.). Any BPA Temporary badge issued must be returned upon the employee or visitor's departure from the building.

- (h) Maintain the electronic Headquarters Security Desk Blotter, listing security-related activity and information for a 24-hour time period. The Contractor shall submit the blotter for review as determined by OSCO.
 - (i) Maintain communications with FPS via established procedures.
 - (j) Maintain open communication with contract security officers for the 911 building regarding pertinent security incidents, events, or information which may impact the 911 building, personnel, or protective force.
- 3) Headquarters Security Post 2
 - a Description of Post
 - (i) This post is a roving patrol encompassing the Headquarters complex. This is a one-person post, operated by an armed, uniformed security officer 24 hours per day, 7 days per week. The security officer shall be equipped with a portable radio, flashlight, and other equipment necessary to perform the required security services. This security officer shall be trained and competent to operate the bollard system during normal and emergency operations according to section 25.b of this SOW. The primary responsibility of this post is to conduct security patrols of the interior of the Headquarters (905) building, the exterior of the East Side Federal Complex (905 and 911 buildings).
 - b Designated Shifts
 - (i) This post shall be 24 hours per day, 7 days per week and shall have three shifts per day.
 - c Post Duties
 - (i) Officers shall perform the following:
 - (a) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - (b) Conduct a minimum of two foot patrols each shift throughout the interior of the Headquarters building and the 911 building fitness center (BPA Club Fed) area at random frequencies, unless otherwise directed by the security supervisor, Contract Manager, or OSCO. These patrols shall be recorded on an electronic or hardcopy SOR. Perform general security checks of all areas patrolled. During interior patrols particular attention shall be given to sensitive areas such as JTS rooms and the Duty Scheduling Center (DSC) due to NERC CIP requirements associated with the DSC.
 - (c) Conduct a minimum of two foot patrols per shift of the exterior of the Headquarters building and the 911 building (exterior area comprising the East Side Federal Complex) at random frequencies, unless otherwise directed by the security supervisor, Contract Manager, or OSCO.
 - (d) Conduct patrols, or other security measures of internal Headquarters building parking levels in basement levels B-1, B-2, B-3, and B-4.
 - (e) Conduct patrols as otherwise directed by the security supervisor, Contract Manager, or OSCO.
 - (f) Enforce building rules and regulations and perform other duties as directed by special orders, Operations Bulletins, or verbal instructions from security supervisors, the Contract Manager, and OSCO.
 - (g) Enter all incidents in the electronic or hardcopy Security Officer's Report (SOR) and report all incidents and suspicious activity to HQ Post 1 and/or the security supervisor through the most expeditious means possible. Provide written reports as required.
 - (h) Direct persons with lost and found items to OSCO, or take custody of items brought to the post and turn them in to OSCO.

- (i) Respond to alarms as dispatched by HQ Post 1, the security supervisor, Contract Manager, OSCO, or FPS. Request assistance if necessary. Log and report all alarm incidents on the electronic or hardcopy SOR. Response to security alarms for the Duty Scheduling Center (DSC), JTS rooms, BMS room, or Personnel Security Office shall be priority.
 - (j) Respond to other security-related events as directed by HQ Post 1, the security supervisor, Contract Manager, or OSCO.
 - (k) Provide officer break relief or post assistance as directed.
 - (l) Perform patrols at random frequencies in an effort to not establish a pattern.
 - (m) Perform other duties as assigned by the security supervisor, Contract Manager, or OSCO
 - (n) Maintain radio contact with HQ Post 1 during foot patrols to the extent possible.
 - (o) Ensure the doors at the Headquarters building secure automatically in the ProWatch security system at 1800 hours on normal weekdays. After 1800 hours, this post shall conduct a check of all exterior doors to ensure they are secure and the security system is working properly.
- 4) Headquarters Security Post 3 (Currently not active)
 - a Description of Post
 - (i) OSCO may request activation and manning of this post for contingency operations, specific security conditions (SECONs), or other security needs. This post shall not be occupied unless directed by OSCO. When activated, this shall be a one-person post manned by an armed, uniformed security officer, up to 24 hours per day, 7 days per week. Specific duties and hours for this post will be described at the time it is activated.
- 5) Headquarters Security Post 4 (Currently not active)
 - a Description of Post
 - (i) OSCO may request activation and manning of this post for contingency operations, specific security conditions (SECONs), or other security needs. This post will not be occupied unless directed by OSCO. When activated, this shall be a one-person post manned by an armed, uniformed security officer, up to 24 hours per day, 7 days per week. Specific duties and hours for this post will be described at the time it is activated.
- 6) Headquarters Security Post 5
 - a Description of Post
 - (i) This post monitors access to the BPA Headquarters at the east entry. This is a one-person post, operated by an armed, uniformed security officer, 12 hours per day, Monday through Friday, excluding designated government holidays or as indicated by OSCO during higher security condition (SECON) status. The security officer shall be equipped with a portable radio, magnetic wand, x-ray machine, magnetometer and other equipment necessary to perform the required security services. The primary responsibility of this post is to ensure all visitors and their hand-carried items entering the BPA Headquarters are properly screened prior to entering the facility.
 - b Designated Shifts
 - (i) There shall be one shift per day established for this post. The hours of this shift are 0600-1800. Contractor proposed hours of operation may be modified under approval of the COR.
 - c Post Duties.
 - (i) Officers shall perform the following:
 - (a) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures. Functional checks of the magnetometer, hand-held wand, and x-ray machine shall be conducted and documented in accordance with established procedures.

- (b) Identify visitors and determine their need to enter the facility.
- (c) Screen visitors by using the magnetometer (or hand-held magnetic wand). Screen hand-carried items in the possession of visitors by using the x-ray machine or visual inspection. Employees entering the BPA Headquarters may be subject to screening at the direction of OSCO. OSCO may introduce new equipment or technology for screening personnel entering the facility. Security officers shall be properly trained on new equipment or technology introduced prior to use with verification of training annotated in the officer's individual training record.
- (d) Check for appropriate identification badge on persons entering the lobby area from outside BPA controlled space.
- (e) Inform all visitors firearms and other weapons are prohibited and ask all visitors if they are carrying any firearms or other weapons. If any individual is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The officer shall immediately initiate reporting the incident to the security supervisor.
- (f) React or respond to security incidents occurring in the lobby area of the Headquarters building posing a threat to personnel and/or property.

7) Headquarters Security Post 6

a Description of Post

- (i) This is a one-person post occupied by an armed, uniformed security officer 12 hours per day, Monday through Friday, excluding government holidays. The post is located in the lobby of the BPA headquarters building. The security officer is responsible for ensuring only authorized personnel enter the Headquarters facility by verifying the identification badges of all persons entering the building from the lobby and ensuring badges are worn properly. This post may be unarmed in accordance with Section 13.b "Exceptions" in this Statement of Work. The primary responsibility of this post is to ensure all persons entering the building from the lobby area have appropriate identification badge and access authorization.

b Designated Shifts

- (i) Monday thru Friday, 0600 to 1800, except designated government holidays. Hours of operation may be modified following COR approval prior to making the change.

c Post Duties

- (i) Officers shall perform the following:
- (ii) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
- (iii) Ensure all persons entering the building from the lobby area have the appropriate identification badge (to include visitor badges).
- (iv) Respond to all instructions from HQ Post 1, the shift supervisor, Contract Manager, or OSCO staff.
- (v) Request assistance when necessary from the HQ Post 2 security officer during periods of heavy pedestrian traffic in the lobby.
- (vi) Use any additional equipment introduced by OSCO for screening and/or verification of personnel entering the facility.
- (vii) Observe HQ Post 5 and provide assistance if necessary when prohibited items are identified during visitor screening.

- (viii) React or respond to security incidents occurring in the lobby area of the Headquarters building posing a threat to personnel and/or property.
 - (ix) Monitor personnel entering the building from the west entrance, ensuring only authorized personnel enter the building and others are directed to HQ Post 5 for screening.
- 8) Headquarters Security Post 7 (B1 Loading Dock Doors)
- a Description of Post
 - (i) This is a one-person post occupied by an armed, uniformed security officer 10 hours per day, Monday through Friday, excluding designated government holidays.
 - b Designated Shift
 - (i) Monday thru Friday, 0600 to 1800, except designated government holidays. Contractor proposed Hours of operation require prior approval of the COR.
 - c Post Duties
 - (i) Officers shall perform the following:
 - (a) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - (b) Ensure only authorized personnel gain entry into the BPA Headquarters through the B1 Loading Dock Doors.
 - (c) Ensure all persons entering the building from the lobby area have the appropriate identification badge (to include visitor badges).
 - (d) Conduct general and emergency access control and prevent intrusions.
 - (e) Observe the area for unusual or suspicious activity, vehicles and items and immediately report all such activity to HQ Post 1, who, in turn, will make appropriate notifications to the security supervisor, FPS, Contract Manager, and OSCO.
 - (f) Respond to all instructions from HQ Post 1, the shift supervisor, Contract Manager, or OSCO staff.
 - (g) Request assistance when necessary from the HQ Post 2 security officer during periods of heavy pedestrian traffic in the lobby.
- 9) Headquarters Security Post 8
- a Description of Post
 - (i) This is a one-person post occupied by an armed, uniformed security officer 12 hours per day, Monday through Friday, excluding designated government holidays. This post is located on N.E 9th Street on the west side of the Headquarters building at the garage entry ramp. Along with HQ Post 9, this post serves as the primary access control point for vehicular entry into the Headquarters garage. This officer shall be trained and competent to operate the bollard system during normal and emergency operations. This officer shall be equipped with all standard equipment plus an ANSI 207 compliant Public Safety Vest for Security and other equipment necessary to perform required security services. The officer assigned to this post shall be capable of assuming the duties of HQ Post 9. The primary responsibility of this post is ensuring only authorized personnel gain entry into the BPA Headquarters through the parking garage/basement area.
 - b Designated Shift
 - (i) Monday thru Friday, 0600 to 1800, except designated government holidays. Contractor proposed hours of operation may be modified under approval of the COR.
 - c Post Duties

- (i) Officers shall perform the following:
 - (a) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - (b) Ensure only authorized personnel gain entry into the BPA Headquarters parking garage/basement area. All individuals seeking access are required to have proper identification for authorized unescorted access to enter the BPA Headquarters or 911 building.
 - (c) Conduct general and emergency access control and prevent intrusions.
 - (d) Observe the area for unusual or suspicious activity, vehicles and items and immediately report all such activity to HQ Post 1, who, in turn, will make appropriate notifications to the security supervisor, FPS, Contract Manager, and OSCO.
 - (e) Inform all delivery or Facilities Vendors requesting entrance that firearms and dangerous weapons are prohibited and ask them if they are carrying any firearms or other dangerous weapons. If any individual is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The officer shall immediately report the incident to HQ Post 1, who, in turn, will make appropriate notifications to the security supervisor, FPS, Contract Manager, and OSCO.
 - (f) Coordinate with HQ Post 9 to conduct periodic exterior building patrols of the Eastside Federal Complex (905 and 911 buildings). When the HQ Post 9 officer is unarmed in accordance with Section 13.b "Exceptions," these patrols shall be conducted only along the west side of the building, from NE Lloyd Blvd. to NE Holladay, with HQ Post 8 keeping in visual contact with HQ Post 9. When HQ Post 9 is armed, these patrols shall extend to the full perimeter of the building as long as radio contact is properly maintained. OSCO will determine frequency of perimeter patrols.
 - (g) Assist HQ Post 9 with conducting vehicle inspections according to current procedures as provided by OSCO. Assist HQ Post 9 with screening non-badged individuals entering the garage with limited access (e.g. – authorized vendors and delivery personnel).
 - (h) Use any additional equipment introduced by OSCO

10) Headquarters Security Post 9

a Description of Post

- (i) This is a one-person post occupied by an armed, uniformed security officer 10 hours per day, Monday through Friday, excluding designated government holidays. This post is located on N.E 9th Street on the West side of the Headquarters building at the garage entry ramp. Along with HQ Post 8, this post serves as the primary access control point for vehicular entry into the Headquarters garage. This officer shall be trained and competent to operate the bollard system during normal and emergency operations according to Section 25.b of this SOW. This officer shall be equipped with all standard equipment plus an ANSI 207 compliant Public Safety Vest for Security and other equipment necessary to perform the required security services. The officer assigned to this post shall be capable of assuming the duties of HQ Post 8. This post may be unarmed in accordance with Section 13.b "Exceptions" of this Statement of Work. The primary responsibility of this post is to verify, process, inspect, control, and monitor visitor and delivery vehicular traffic entering the building via the basement ramp entry on NE. 9th Avenue.

b Designated Shift

- (i) Monday thru Friday, 0700 to 1700, except designated government holidays. Contractor proposed hours of operation may be modified following approval of the COR.

c Post Duties

- (i) Officers shall perform the following:
- (ii) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
- (iii) Verify, process, screen, control, and monitor visitor and delivery vehicular traffic entering the building via the basement ramp entry on NE. 9th Avenue.
- (iv) Conduct vehicle and personnel screening according to current procedures as provided by OSCO. Permit access to delivery vehicles to the B-1 loading dock for discharging cargo according to current procedures as provided by OSCO.
- (v) Ensure only authorized personnel gain entry into the BPA Headquarters parking garage/basement area. All individuals seeking access are required to have proper identification for authorized unescorted access to enter the BPA Headquarters or 911 building.
- (vi) Conduct general and emergency access control and deter unauthorized intrusions.
- (vii) Observe for unusual or suspicious activity, vehicles and items and immediately report all such activity to the HQ Post 1, who, in turn, will make appropriate notifications to the Security Supervisor, FPS, Contract Manager, and OSCO.
- (viii) Inform all delivery or Facilities Vendors requesting entrance that firearms and dangerous weapons are prohibited and ask them if they are carrying any firearms or other dangerous weapons. If any individual is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The officer shall immediately report the incident to HQ Post 1, who, in turn, will make appropriate notifications to the security supervisor, FPS, Contract Manager, and OSCO.
- (ix) Coordinate with HQ Post 8 to conduct periodic exterior building patrols of the Eastside Federal Complex (905 and 911 buildings). When the HQ Post 9 officer is unarmed in accordance with section 13.b "Exceptions," in this Statement of Work. Patrols shall be conducted only along the west side of the building, from NE Lloyd Blvd. to NE Holladay, keeping in visual contact with HQ Post 8. When HQ Post 9 is armed, these patrols shall be extended to the full perimeter of the building as long as radio contact is properly maintained. OSCO will determine frequency of patrols.
- (x) Use any additional equipment that is introduced by OSCO for the screening and/or verification of personnel entering the facility.

J) SECURITY SERVICES FOR THE ROSS COMPLEX

1) General

- a Standard security officer procedures shall apply to all Ross Complex security posts. Under the direction of OSCO, the Contractor shall establish procedures for monitoring the ingress and egress of commercial vehicles, visitors and vendors. The contractor shall maintain entry logs and visitor access procedures, as well as radio and telephone communications between the various posts, supervisors, BPA visitor/vendor sponsors, the Contract Manager, and OSCO as needed. Post hours shall be performed as indicated unless adjusted by OSCO. Posts directly supporting response to NERC CIP designated areas, or other critical assets, shall be familiar with the location of those areas, access requirements, and procedures for entry. All posts and patrols assigned to the Ross Complex shall be knowledgeable of building evacuation, shelter-in-place procedures, and other contingency procedures.
- b Questions about physical security and access control policy shall be deferred to the Ross OSCO Physical Security Specialists.

2) Ross Security Post 1

a Description of Post

- (i) Ross Post 1 is a one-person post, operated by an armed, uniformed security officer 10 hours per day, Monday through Friday, 5 days per week except Federal Holidays. The security officer shall be equipped with necessary equipment to perform building security services and shall be familiar with use of the ProWatch security system for access control purposes. Ross Post 1 is located at the security console at the West entrance of the Dittmer Building. The primary responsibility of this post is to monitor and control access for the west entrance to the Dittmer building.

b Designated Shifts

- (i) This post will operate 10 hours per day, 5 days per week Monday through Friday, except holidays. Hours of operation shall be from 0600 to 1600.

c Post Duties

- (i) Officers shall perform the following:
- (ii) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
- (iii) Monitor the electronic verification of ID badges for authorized BPA and contract employees entering the Dittmer building through the physical access control system (PACS), which is currently the ProWatch system. Ensure established access control procedures are followed by all personnel.
- (iv) Serve as a primary processing point for vendors requiring escorted access to the Dittmer building.
- (v) Direct other non-badged (external to BPA) visitors for the Dittmer building to enter through Ross Post 4, located at the East entrance, unless otherwise directed by OSCO.
- (vi) Issue appropriate visitor badges for vendors to the Dittmer building and temporary BPA/Contractor employee badges following established SOP's.
- (vii) Screen all vendors processing through this post for escorted entry to the Dittmer building for any dangerous weapons or prohibited items in accordance with established procedures. If weapon or other prohibited contraband is present or detected, the incident shall immediately be reported to Ross Post 9 AMS who will notify the Security Supervisor, Contract Manager, and OSCO.
- (viii) Conduct inspections of all hand-carried items being carried into or out of the Dittmer building by vendors.
- (ix) Conduct inspections of hand-carried items of employees as directed by OSCO.
- (x) Ensure the designated card-reader entrance doors (west lobby doors) are unlocked and the lobby lights are turned on at 0600 or when otherwise directed.
- (xi) Ensure the designated card-reader entrance doors (west lobby doors) are secure and functioning properly upon completion of shift on normal duty days. After 1800 hours, this post becomes the primary entry point for the Dittmer building via card reader operation.
- (xii) Use all equipment introduced by OSCO for access control or the screening of personnel entering the facility through this post. This includes the proper use of the Dittmer ProWatch system for monitoring electronic access verification to Dittmer.
- (xiii) Follow normal procedures established for Ross Post 4 in the event visitors are directed to process through this post.
- (xiv) Respond to PACS alarms associated with access control for the Dittmer building west entrance. Ensure all alarm activity associated with this post is entered in the ProWatch Event Log. Entries shall include alarm assessment, cause, and name of subject (if applicable).
- (xv) Perform administrative duties by maintaining electronic and/or hardcopy documentation such as security alerts, daily visitor logs for Dittmer, and any other documentation deemed necessary by

the Contractor or OSCO. Conduct other administrative duties as assigned by the Contract Manager or OSCO.

(xvi) Provide assistance to the Alarm Monitoring Station (AMS, Ross Post 9) by monitoring CCTV systems for the Ross Complex.

(xvii) Perform security procedures as directed by OSCO and/or the Contract Manager. Procedures for this post may be changed BY OSCO as needed.

3) Ross Security Post 2

a Description of Post

(i) Security Ross Post 2 is dedicated to the Construction Services Building (CSB, building Z-610) and surrounding parking lots. This post is occupied by an armed, uniformed security officer, but may be unarmed in accordance with Section 13.b "Exceptions" in this Statement of Work. This post combines a stationary post and foot patrol. The security officer shall be equipped to perform the security services required at this location.

b Designated Shifts:

(i) Perform a combination of stationary duties and foot patrol from 0600 – 1600 hours, Monday through Friday except holidays.

c General Post Duties

(i) Officers shall perform the following:

- (a) This post is designated as an armed post except as noted in Section 13.b "Exceptions" in this Statement of Work. This is primarily a walking post located at the CSB building. The primary responsibility of this post is to monitor activity in and around the CSB building. The assigned officer shall conduct random foot patrols throughout the building and surrounding parking lots and shall maintain visible security presence.
- (b) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
- (c) Identify and process visitors. Conduct inspections of hand-carried items for visitors. OSCO may direct inspections of hand carried items on BPA employees.
- (d) Provide assistance monitoring CCTV systems for the Ross Complex. The primary focus shall be the CSB building and surrounding areas.
- (e) Ensure card-key operated doors function properly at the beginning of each shift. Place sign-in logs at the security desk by the entrance doors, and ensure the doors remain appropriately secured throughout the day.
- (f) Investigate any alarm or malfunction condition related to the building. These situations shall be reported to the Alarm Monitoring Station (Ross Post 9) and the officer at this post shall take any necessary corrective actions.
- (g) Conduct checks of the CSB room 104, as directed by OSCO. Checks shall be annotated on the Security Container Check Sheet (SF Form 702) located on the door.
- (h) Inform visitors that firearms and dangerous weapons are prohibited and ask visitors if they are carrying any firearms or other dangerous weapons. If a visitor, or Contractor is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident shall immediately be reported to Ross Post 9 AMS who will notify the Security Supervisor, Contract Manager, and OSCO.

- (i) This post shall be transported by a Ross Vehicle Patrol to and from their posting at the CSB building.
- 4) Ross Security Post 3
 - a Description of Post
 - (i) Ross Post 3 is a one-person patrol, operated by an armed, uniformed security officer 24 hours per day, 7 days per week. The primary responsibility of this post is to provide patrol coverage for the Ross Complex.
 - b Designated Shifts
 - (i) This post will be manned in three 8-hour shifts as follows:
 - (a) Shift 1: 0000-0800
 - (b) Shift 2: 0800-1600
 - (c) Shift 3: 1600-2400
 - c Post Duties
 - (i) Officers shall perform the following:
 - (a) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - (b) Patrol the Ross Complex to include external and internal patrols.
 - (c) Monitor the complex for trespassers, building security issues, and fire and safety hazards and report for correction.
 - (d) Conduct perimeter checks looking for fence line holes, damage, or suspected unauthorized entry.
 - (e) Notify Ross Post 9 that perimeter checks are being conducted.
 - (f) Assist Ross Post 5 with traffic control at the main gate as needed. Respond to the main gate as needed after hours to assist with entry control when Ross Post 5 is not manned and the gate is fully automated for access.
 - (g) Coordinate building and gate checks for the Ross Complex with Ross Post 8. Annotate the checks on a hardcopy building check sheet which is subsequently scanned and submitted to OSCO electronically.
 - (h) Respond to alarms. Check the cause of intrusion alarms or fire alarms, request assistance, and reset intrusion alarms if appropriate. If the equipment is malfunctioning, notify Ross Post 9. Record the activity in the SOR, and when necessary, complete an electronic Security Incident Report. Priority response shall be given to any evidence of intrusion or unauthorized access to the CSB room 104, NERC CIP areas, or other critical assets.
 - (i) Respond to other emergencies at the Ross Complex or Park Place office complex as required. Facilitate the entry of emergency vehicles and personnel when necessary. This may include controlling traffic and/or escorting emergency vehicles to the site of the emergency.
 - (j) Provide assistance to other security posts on the Ross Complex as needed.
 - (k) Coordinate patrols and security checks of the Park Place office complex with the Security Supervisor a minimum of once per shift. Patrols shall include an interior check of the office suites as well as an exterior patrol of the parking lots and parking structure.
 - (l) Assist with conducting foot patrols of the interior and exterior of the Dittmer building at least once during each shift. This check shall be recorded on the officer's SOR.

- (m) Observe for facility-related problems and notify Ross Post 9 of discrepancies observed. Facility-related items include, but are not limited to, proper operation of automated gates, fence line damage, building damages or equipment failure, lighting outages, etc. Light poles not operating and fence line damage shall be reported by the patrol to Ross Post 9 who will notify Facilities Management.
- (n) Unlock and/or lock designated perimeter gates. This may include responding to gate 16 to assist with an over-sized vehicle as necessary following the departure of the Ross Post 6 officer.
- (o) Check the "Fog Test" laboratory area, the Technical Training building, and the line test and training area, the 345KV yard, Paul Johnson Substation, ABC parking lots, and Ross MHQ area (areas not within the fenced Ross Complex).
- (p) Check the parking lots for security of parked vehicles. When patrol duties and time allows, perform random government vehicle checks for security and keys left in the vehicles.
- (q) Raise and lower the flags at the Dittmer building. Flags shall be raised at sunrise and lowered at sunset daily, or otherwise directed.
- (r) Monitor road conditions on the Complex. Notify the Security Supervisor and Ross Post 9 AMS of inclement weather conditions.
- (s) Conduct patrols or checks as otherwise directed by the Security Supervisor, Contract Manager or OSCO.
- (t) Respond to assist BPA employees or Contractors with vehicle problems, escorts to vehicles, etc.
- (u) Assist in relief breaks and lunches for officers assigned to other Ross posts.

5) Ross Security Post 4

a Description of Post

- (i) This is a one-person, fixed post occupied by an armed, uniformed security officer 12 hours per day, Monday through Friday, excluding holidays. The security officer assigned to this post shall be equipped with the necessary equipment to perform the required building security services and shall be familiar with the use of the Physical Access Control and Alarm System. Ross Post 4 is located at the security console at the East entrance of the Dittmer Building. The primary responsibility of this post is to monitor and control access for the East entrance to the Dittmer building, as well as manage and process visitors for the Dittmer Building and the Ross Complex in general.

b Designated Shifts.

- (i) The hours of this post are Monday through Friday, 0600 – 1800 hours, except holidays.

c Post Duties

- (i) Officers shall perform the following:
 - (a) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - (b) Monitor the electronic verification of ID badges for authorized BPA and contract employees. Ensure appropriate Access Control procedures are followed by personnel authorized unescorted access and by BPA escorts hosting visitors to the Dittmer Building.
 - (c) Process and manage Visitor Access Requests for the Ross Complex, the Dittmer Building, and the Dittmer NERC CIP PSP. This shall include verifying that Foreign National (FN) visitors have been approved by OSCO.

- (d) Serve as the primary access and processing point for all non-badged (external to BPA) visitors for the Dittmer building and the Dittmer NERC CIP PSP following established SOP's.
- (e) Serve as an alternate processing point for vendors requiring escorted access to the Dittmer building or the Dittmer NERC CIP PSP (Ross Post 1 is primary).
- (f) Issue visitor badges and temporary BPA/Contractor employee badges following established SOP's.
- (g) Screen all non-badged (external to BPA) visitors to the Dittmer building for dangerous weapons or prohibited items in accordance with established procedures. If a weapon or other prohibited contraband is present, the incident shall immediately be reported to Ross Post 9 AMS who will notify the Security Supervisor, Contract Manager, and OSCO.
- (h) Conduct inspections of hand-carried items being carried into or out of the Dittmer building by visitors and employees as directed by OSCO.
- (i) Ensure the east lobby doors are unlocked and the lobby display lights are turned on at 0600 or when otherwise directed. Turn on and inspect the walk-through metal detector for proper function, in accordance with established procedures.
- (j) Ensure the east lobby doors are secured at 1600 hours or when otherwise directed by OSCO personnel.
- (k) Train to properly use all equipment that is introduced by OSCO for access control or the screening of personnel entering the facility through this post, including the proper use of the Dittmer PACS for monitoring electronic access verification to the Dittmer building and Dittmer Building PSP.
- (l) Respond to alarms associated with the PACS for the Dittmer Building east entrance. Enter all alarm activity associated with this post in the PACS Event Log. Entries shall include alarm assessment, cause, and name of subject (if applicable).
- (m) Provide administrative support by maintaining documentation such as security alerts, daily Dittmer visitor logs, and any other documentation deemed necessary by the Contractor or OSCO. Conduct other administrative duties as assigned by the Contract Manager or OSCO.
- (n) Be knowledgeable of building evacuation, shelter-in-place, and other contingency procedures and assist Ross Post 9 when necessary.
- (o) Perform security procedures as directed by the Security Supervisor, Contract Manager, or OSCO.

6) Ross Security Post 5

a Description of Post

- (i) This is a one-person post operated by an armed, uniformed security officer 12 hours per day, Monday through Friday, excluding holidays. Ross Post 5 is located at the main gate on North Road adjacent to District Office Building 1 (DOB-1). This post is the primary access point for employees and visitors to the Ross Complex. The primary responsibility of this post is to ensure only authorized personnel gain access to the Ross Complex. The officer assigned to this post shall coordinate and communicate with other security posts, maintaining smooth flow of traffic occurs and ensuring authorized vehicles, visitors, and vendors are traveling to their appropriate destinations. This post shall routinely communicate with the primary visitor processing post (Ross Post 4) in order to establish and or confirm the authorization of visitors.

b Designated Shifts

- (i) This post shall be manned in 12-hour shifts 0600 – 1800, Mondays through Fridays except holidays.

c Post Duties

- (i) Officers shall perform the following:
 - (a) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - (b) Primary responsibility is to ensure only authorized personnel are permitted access to the Ross Complex through the main gate, including both vehicle and pedestrian traffic. Access shall be permitted to BPA federal and Contractor employees with valid identification badges.
 - (c) Control access of visitors and their vehicles, ensuring all occupants of the vehicle present proper photo identification. Conduct vehicle inspections, visitor screening, issuance of visitor badges, and log all visitors in accordance with established procedures.
 - (d) Conduct vehicle inspections in accordance with established procedures, or as directed by the Contractor Manager and approved in advance by OSCO.
 - (e) Permit access to individuals listed under the carpool program as directed by OSCO.
 - (f) Inform all visitors firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor, or Contractor is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident shall immediately be reported to the Security Supervisor, Contract Manager, and OSCO.
- (ii) Vehicle Barriers and Security Procedures
 - (a) Visitor lane vehicle barriers shall be opened only after the visitor vehicle and the visitor(s) are screened, determined to be free of contraband or prohibited items, verified for the visit and determined to be authorized on site access.
 - (b) Immediately after allowing entry of authorized visitor vehicles, all visitor vehicle barriers shall be returned to the secure position prior to commencement of further visitor processing.
 - (c) Vehicle Barrier and Security Procedures During Higher Threat Levels
 - (d) All vehicle barriers shall remain active and engaged when higher threat conditions exist as directed by OSCO.
 - (e) If a security officer or the on-duty Security Supervisor determines conditions exist warranting vehicle barriers to remain in the active and engaged position, the Security Supervisor shall notify the Contract Manager and OSCO immediately.

7) Ross Security Post 6

a Description of Post

- (i) This is a one-person post operated by an armed, uniformed security officer 8 hours per day, Monday through Friday, excluding holidays. This post is located at Gate 16 near the East Storage Yard. This post serves as the main entry point for commercial vehicles, delivery trucks, and other large vehicles. The primary responsibility of this post is to ensure only authorized vehicles and personnel gain access through the gate and are screened appropriately. The officer assigned to this post shall be adequately trained and familiar with vehicle inspection techniques. The officer must conduct inspections of large commercial vehicles, paying close attention and looking for suspicious items, contraband, dangerous weapons including, but not limited to, explosives and bombs. The officer assigned to this post shall coordinate and communicate with other security posts and/or BPA personnel to ensure delivery authorization, maintain smooth flow of traffic.

b Designated Shift

- (i) This post shall be manned one shift per day, from 0700 to 1500.

c Post Duties

- (i) Officers shall perform the following:
 - (a) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - (b) Ensure only authorized vehicles and personnel gain access through gate 16 and are screened appropriately.
 - (c) Direct visitors and employees in passenger vehicles around the exterior of the complex to the appropriate gate for entry.
 - (d) The security officer at this post shall provide directions to delivery drivers as needed.
 - (e) Issue appropriate temporary access badges and maintain a visitor log to annotate the visitors/commercial operators allowed through Gate 16.
 - (f) Allow large government vehicles whose drivers have valid BPA or other authorized government identification to proceed through the gate without inspection unless specifically directed by OSCO.
 - (g) Inform all visitors firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor or Contractor is carrying a weapon or other prohibited contraband, the officer shall act in accordance with site specific procedures. The security officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident shall immediately be reported to the Security Supervisor, the Contract Manager, and OSCO.
- 8) Ross Security Post 7 (Currently not active)
 - a Description of Post
 - (i) This post is not active under normal circumstances and may be activated and manned for contingency operations, specific threat conditions, or other security needs. This post shall not be occupied unless directed by OSCO. When activated, this shall be a one-person post manned by an armed, uniformed security officer, up to 24 hours per day, 7 days per week. Specific duties and hours for this post will be described at the time it is activated.
- 9) Ross Security Post 8
 - a Description of Post
 - (i) The Ross Complex vehicle patrol, Ross Post 8, is an armed, uniformed, one-person patrol on duty 24 hours per day 7 days a week. The primary responsibility of this post is to provide patrol coverage for the Ross Complex.
 - (ii) The officer assigned to this post shall coordinate patrol coverage with the Ross Post 3 security officer and communicate with other security posts to monitor site security.
 - b Designated Shifts
 - (i) This post shall be manned in three 8-hour shifts as follows:
 - (a) Shift 1: 0000-0800
 - (b) Shift 2: 0800-1600
 - (c) Shift 3: 1600-2400
 - c Post Duties
 - (i) Officers shall perform the following:
 - (a) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.

- (b) Patrol the Ross Complex at random frequencies. This shall include external and internal patrols.
- (c) Conduct perimeter checks, observing for fence line holes, damage, or suspected unauthorized entry.
- (d) Notify Ross Post 9 when conducting perimeter checks and of any damaged location, intruders or other suspicious activity.
- (e) Determine the cause of intrusion alarms or fire alarms, request assistance, and reset intrusion alarms if appropriate. If the equipment is malfunctioning, notify Ross Post 9. Assist as appropriate, but do not abandon other patrol duties. Record the activity electronically or hardcopy in the SOR and when necessary, complete an electronic incident report prior to departing for the day. Priority response shall be given to any evidence of intrusion or unauthorized access to the CSB Limited Area (room 104), NERC CIP areas, or other critical assets.
- (f) Respond to other emergencies as required. Facilitate the entry of emergency vehicles and personnel. This may include controlling traffic and/or escorting emergency vehicles to the site of the emergency.
- (g) Assist in monitoring vehicular traffic entering and departing the Ross Complex.
- (h) Coordinate other patrol activities with Ross Post 3 and the Security Supervisor, to include patrol coverage for BPA's Park Place office complex leased space.
- (i) This post shall provide continuous vehicle patrol of the Ross Complex when possible.
- (j) Enter all incidents in the electronic or hardcopy Security Officer's Report and provide electronic reports as required to the Physical Security Team via email.
- (k) Respond to assist BPA employees or Contractors with vehicle lock-outs, escorts to vehicles, etc.
- (l) Perform other duties related to physical security as directed by the Security Supervisor, Contract Manager, or OSCO.

10) Ross Security Post 9 (Alarm Monitoring Station)

- a This post falls under the U.S. Department of Labor, Wage Determination category of Alarm Monitor.
- b Description of Post
 - (i) This post is located in the Alarm Monitoring Station (AMS) near the west entry to the Dittmer building. This is a one-person post, occupied by an armed, uniformed security officer 24 hours per day, 7 days per week. The security officer shall be equipped with the equipment necessary to perform the required security services.
 - (ii) The primary responsibility of this post is to provide monitoring of security alarm systems not associated with BPA's NERC CIP sites, CCTV systems, and remote security systems at all hours and under all conditions. In addition to these duties, this post shall be familiar with duties related to Ross Post 10, providing backup for Ross Post 10 when necessary. This shall include monitoring designated NERC CIP sites and interacting with personnel regarding access control and security issues relating to those sites.
- c Designated Shifts
 - (i) This post shall be manned in three 8-hour shifts as follows:
 - (ii) Shift One: 0000 – 0800
 - (iii) Shift Two: 0800 – 1600
 - (iv) Shift Three: 1600 – 2400
- d Post Duties

- (i) Officers shall perform the following:
 - (a) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - (b) Monitor security alarm systems, physical access control systems (PACS), and CCTV systems for the Ross Complex, to include the Federal Credit Union at the Plant Services Building, the Dittmer Building and Dittmer Control Center (in the absence of Ross Post 10), Headquarters, and other field sites as determined by OSCO. This shall also include the monitoring of security systems and CCTV systems at the Eugene Starr Complex as outlined in established procedures as well as NERC CIP field sites in the absence of Ross Post 10 due to breaks.
 - (c) Use established procedures for responding to emergency situations or alarm activations. When necessary, the AMS officer shall dispatch appropriate patrols and contact the Clark County Regional Communications Agency to report emergency situations at the Ross Complex or Park Place office complex. The Contract Manager and OSCO shall be notified when outside agencies are contacted to respond.
 - (d) Notify local law enforcement, the Contract Manager, and OSCO in the event of suspicious or criminal activities in accordance with Standard Operating Procedures.
 - (e) Follow established procedures in response to alarms or other emergency situations occurring at field sites and notify the appropriate BPA Control Center (Dittmer or Munro).
 - (f) Serve as a command and control/communications function for all posts and patrols. Dispatch patrols/security officers as needed to support daily security operations. Communicate information to patrols regarding any unusual or suspicious activity.
 - (g) Conduct periodic radio checks of all security posts. Communications checks shall be made by radio every hour during daylight hours and every 30 minutes during hours of darkness. During increased threat levels, communications checks shall be conducted every 30 minutes. The frequency of communications checks may be changed by OSCO.
 - (h) Maintain the electronic Security Desk Blotter, listing security-related activity and information for a 24-hour time period. Formatting or content of specific blotter entries may be added or changed by OSCO.
 - (i) Perform other administrative functions such as, but not limited to, maintaining hard copies and electronic copies of Security Checklists, Standard Operating Procedures, Security Alerts, Termination Advisories, Call-Down Lists, Incident Reports, and Duty Officer Schedules. When necessary, disseminate by e-mail Access Revocation Notices via established procedures. Record and maintain CCTV recordings of security-related incidents. Write and submit incident reports when applicable.
 - (j) Act as the primary point of contact for any Dittmer building access for employees and Contractors after Ross Post 1 and Ross Post 4 has closed for the day, including weekends and holidays.
 - (k) Issue and collect keys to authorized personnel as determined by OSCO.
 - (l) Record information pertaining to false and nuisance alarms for security systems in accordance with established procedures. Report problems with alarm system or CCTV system hardware or software in accordance with established procedures.
 - (m) Assist with security system testing of BPA alarmed sites by providing alarm monitoring support and records during and following testing.
 - (n) Notify appropriate personnel during inclement weather in accordance with established procedures. Additional duties may include updating the BPA Emergency Information web site to reflect possible building closures or delayed openings.

- (o) Maintain communications with the BPA nurse at the Ross Complex and Park Place office complex, making notifications to the nurse for emergency medical situations during normal business hours. This may include cell phone or radio communications.
- (p) Maintain familiarity with operating and sending emergency notifications through the designated Emergency Notification System (ENS).
- (q) Answer the Federal Crime Witness Hotline.

11) Ross Security Post 10 (AMS) – NERC Systems

- a This post falls under the U.S. Department of Labor, Wage Determination category of Alarm Monitor.
- b Description of Post
 - (i) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or efficiencies in accordance with established procedures.
 - (ii) This post is located in the Alarm Monitoring Station (AMS) near the west entry to the Dittmer building. This is a one-person post, occupied by an armed, uniformed security officer 16 hours per day, Monday through Friday, excluding holidays. At BPA's discretion, the option to convert this post to 24 hours per day, 7 days per week, may be exercised. The security officer shall be equipped with the equipment necessary to perform the required security services.
 - (iii) The primary responsibility of this post is to provide monitoring of NERC CIP security alarm systems, PACS, and CCTV systems under all conditions. This post serves as the primary point of contact with BPA personnel regarding access control and security of designated NERC CIP field sites and facilities. Additionally, this post will provide backup to the Ross Post 9 AMS officer. This post serves as a primary point of contact for any Dittmer building NERC CIP PSP access issues for employees and Contractors.
- c Designated Shifts
 - (i) As a 16-hour post, this post shall be manned in two 8-hour shifts as follows:
 - (a) Shift One: 0600 – 1400
 - (b) Shift Two: 1400 – 2200
- d Post Duties
 - (i) Officers shall perform the following:
 - (a) Monitor security alarm systems and CCTV systems for all designated NERC CIP sites and facilities, to include the Dittmer building NERC CIP PSP (Dittmer Control Center).
 - (b) Be familiar with all Ross Post 9 duties and provide backup as necessary for monitoring non-NERC CIP sites. This includes the Ross Complex, the Federal Credit Union at the Plant Services Building, Headquarters, and other field sites as determined by OSCO. This shall also include the monitoring of security systems and CCTV systems at the Eugene Starr Complex as outlined in established procedures.
 - (c) Use established SOP's and procedures for responding to emergency situations or alarm activations associated with NERC CIP sites. When necessary, Ross Post 10 shall dispatch appropriate patrols and contact the Clark County Regional Emergency Communications Agency to request response from outside agencies for situations at the Ross Complex. The Contract Manager and OSCO shall be immediately notified when outside agencies are contacted to respond.
 - (d) Following Standard Operating Procedures notify local law enforcement, the Contract Manager, and OSCO in the event of suspicious or criminal activities.
 - (e) Follow established procedures relating to NERC CIP sites and contact the appropriate BPA Control Center (Dittmer or Munro) in response to alarms or other emergency situations occurring at NERC CIP field sites.

- (f) Respond to ProWatch alarms associated with NERC CIP sites and follow established response procedures. Enter all alarm activity associated with NERC CIP sites in the ProWatch Event Log. Entries shall include alarm assessment, cause, and name of subject (if applicable).
- (g) In the absence of Ross Post 9, serve as a command and control/communications function for all posts and patrols. Dispatch patrols/security officers as needed to support daily security operations. Communicate information to patrols regarding any unusual or suspicious activity.
- (h) In the absence of Ross Post 9, conduct periodic radio checks of all security posts. Communications checks shall be made by radio every hour. During increased threat levels, communications checks shall be conducted every 30 minutes. The frequency of communications checks may be changed by the Contract Manager or OSCO.
- (i) Maintain the NERC CIP Security Desk Blotter, listing security-related activity for NERC CIP sites for a 24-hour time period. Formatting or content of specific blotter entries may be added or changed by OSCO. This electronic blotter shall be submitted daily via email to OSCO.
- (j) Perform other administrative functions associated with the monitoring of NERC CIP sites such as, but not limited to, maintaining electronic and/or hard copies of Weekly Alarm Mask Outage Log, NERC Physical Security Perimeter (PSP) Alternate Access Log, Call-Down Lists, NERC Reports, and Duty Officer Schedules. Record and maintain CCTV clips and generate CD-ROMs of NERC CIP security-related incidents. Write and submit electronic incident reports as applicable.
- (k) Act as the primary point of contact for any Dittmer building PSP access issues for employees and Contractors.
- (l) Electronically document false and nuisance alarms for NERC CIP security systems in accordance with established procedures. Electronically report problems with alarm system or CCTV system hardware or software in accordance with established procedures.
- (m) Assist with security system testing as directed.
- (n) Maintain familiarity with operating and sending emergency notifications through the Emergency Notification System (ENS).
- (o) Perform patrols of the Dittmer building, Dittmer Control Center, and Dittmer building exterior when directed by OSCO. When possible, Ross Post 10 may act as the primary response element for security issues associated with the Dittmer building or Dittmer building PSP.

J) BPA PARK PLACE LEASED OFFICE COMPLEX SECURITY POST 1

1) Description of Post

- a This post shall be a one person post occupied by an armed, uniformed security officer at BPA Park Place office complex leased office space, located at 7500 NE 41st Ave., Vancouver, WA 98662.
- b This post shall be manned 12 hours per day, Monday through Friday, except federal holidays or as otherwise directed by OSCO. This post may be unarmed as allowed under arming Section 13.b "Exceptions" unless circumstances associated with the activation of this post warrants no exception as determined by OSCO.
- c The primary responsibility of this post is to monitor access to the BPA controlled areas, patrol the facility and adjacent public areas.
- d Questions about physical security and access control policy shall be referred to the Ross Physical Security Specialists.

2) Designated Shifts

- a This post shall be manned in one 12-hour shift from 0600 – 1800 Monday through Friday, except designated federal holidays.

- b Additional hour requirements or posts may be added at the discretion of OSCO.

3) Post Duties

- a Officers shall perform the following:
 - b Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - c Perform interior and exterior patrols of designated buildings throughout the shift. The officer shall conduct patrols of the complex, parking areas, garages, etc. Interior patrols shall include random foot patrols of the various work areas of the buildings occupied by BPA. Officers shall inspect stairwells, work areas, restroom facilities, lobbies and entrances. The officer is expected to verbally interact with employees while performing their rounds, thus giving the employees a sense of active security operations.
 - d Remain alert for unusual, suspicious, or unauthorized activities in, around, and throughout the Park Place office complex area.
 - e Monitor personnel traffic entering, exiting, and inside buildings.
 - f Monitor activities in the main lobbies of buildings maintaining safety and security of BPA work areas.
 - g Respond to emergency situations involving the Park Place office complex. Notify the BPA nurse for medical emergencies during normal business hours. This post shall be familiar with emergency evacuation procedures for the Park Place office complex buildings occupied by BPA personnel.
 - h Verify identities of individuals entering BPA work areas as necessary. When necessary, remind BPA staff members to properly display their ID in accordance with established procedures. Immediately report uncooperative personnel to the Dittmer AMS who will notify the Contract Manager and OSCO via telephone.
 - i Notify BPA Facilities using [web request](#) for Service Requests, FacilitiesOperationsCallCenter@bpa.gov email or call 360-418-2070 if problems exist with the doors.
 - j Maintain communications with the AMS (Ross Post 9) for the Ross Complex.

J) EUGENE STARR COMPLEX SECURITY POSTS 1 and 2

1) General Information

- a Two security posts (Celilo Post 1 and Celilo Post 2) are assigned for the Eugene C. Starr Complex, located in The Dalles, Oregon. These posts shall be manned by armed and uniformed security officers/supervisor on a 24/7 basis. An Exception to this shall be for Celilo Post 1, which may be unarmed as allowed in section B) 5) b of this statement of work "Exceptions," but only during day shift hours. The unarmed status of Celilo Post 1 may not exceed 45 calendar days without approval of the COR.
- b A Security Supervisor shall assume duties as Celilo Post 1 from 0800 to 1600 Monday through Friday, except federal holidays in addition to performing supervisory duties. When a need exists to man Celilo Post 1 with an unarmed security officer, the Security Supervisor shall assume duties as Celilo Post 2.
- c All officers assigned to the Eugene Starr Complex shall be trained and capable of operating the various security systems, CCTV systems, and remotely controlled gates prior to assuming post independently.
- d All officers assigned to the Eugene Starr Complex shall possess a valid Access Permit required for entering energized areas as stated in the BPA Rules of Conduct Book (ROC).
- e All officers assigned to the Eugene Starr Complex shall be familiar with designated NERC CIP areas on the complex and access requirements associated with NERC CIP areas.
- f Under the direction of OSCO, the Contractor shall establish Standard Operating Procedures (SOP) specific to the Eugene Starr Complex. These procedures shall facilitate compliance with BPA

requirements and the operation of the security systems, CCTV systems, alarm response, operation of remotely controlled gates, and other systems as they are implemented. Vehicle inspections shall be conducted in accordance with approved SOPs.

- g Questions about physical security and access control policy shall be deferred to the South Region Physical Security Specialist or other OSCO Physical Security Specialists.

2) Post Descriptions

a Celilo Post 1

- (i) The primary responsibilities of this post are to monitor access to the Eugene Starr Complex via access control systems and CCTV systems, address alarms associated with security systems, and remotely operate gates as needed.

b Celilo Post 2

- (i) The primary responsibilities of this post are to conduct vehicle patrols, building foot patrols, incident response, vehicle inspections, and visitor access control.

c Designated Shifts

(i) Celilo Post 1

- (a) 24 hours per day, seven days per week and posted as follows:
- (b) Shift One: 0800-1600 (Supervisor only on Monday – Friday, excluding BPA observed holidays)
- (c) Shift Two: 1600-0000
- (d) Shift Three: 0000-0800

(ii) Celilo Post 2

- (a) 24 hours per day, seven days per week and posted as follows:
- (b) Shift One: 0800-1600
- (c) Shift Two: 1600-0000
- (d) Shift Three: 0000-0800

d Post Duties

- (i) Officers shall perform the following:

(ii) Celilo Post 1

- (a) Act as the primary post to monitor physical access and security-related activity for the Eugene Starr Complex via security systems and CCTV systems.
- (b) Use established procedures for responding to emergency situations, alarm activations, suspicious activity, or criminal incidents. When necessary, dispatch Celilo Post 2 and contact the Wasco County Emergency Dispatch (911), to request response from outside agencies for situations at the Eugene Starr Complex. Notify the Contract Manager and OSCO when outside agencies are contacted to respond.
- (c) Respond as necessary to assist Celilo Post 2 in performing site-related duties, incident response, or alarm response. Conduct patrols, access control, and assist as necessary for visitor access and vehicle inspections. Contact the AMS (Ross Post 9) prior to leaving this post to assist Celilo Post 2.
- (d) Record information pertaining to false and nuisance alarms for security systems in accordance with established procedures. Report problems with alarm system or CCTV system hardware or software in accordance with established procedures.
- (e) Maintain the Security Desk Blotter, listing security-related activity and information for a 24-hour time period. Formatting or content of specific blotter entries may be added or changed by OSCO.

- (f) Maintain communications with Ross Post 9 (AMS) through procedures established for communications checks.
- (g) Respond to suspicious activity observed or reported. Report suspicious activity to the Dittmer AMS and notify local law enforcement in the event of an emergency.
- (h) Receive, review, and process BPA Visitor Access Request (VAR). Issue site specific temporary badges for visitors or employees who have forgotten their badge.
- (i) Performing as Supervisor:
 - (i) Act as the POC for daily protective force security operations and administration with management staff at the Eugene Starr complex and OSCO.
 - (ii) Ensure compliance with all applicable portions of this statement of work as well as requirements for NERC CIP designated areas.
 - (iii) Be trained and certified to perform all security functions associated with Celilo Post 2. Provide back-up to Celilo Post 2 as needed. Assist, relieve, and train officers as needed.
 - (iv) Perform other administrative functions such as, but not limited to, maintaining hard copies and/or electronic copies of security checklists, training records, standard operating procedures, security alerts, termination advisories, call-down lists, incident reports, and physical security duty officer schedules. When necessary, ensure video clips of security-related incidents that meet evidentiary requirements are recorded and maintained. Ensure incident reports are accomplished, filed for record, and submitted to OSCO in a timely manner.
 - (v) Ensure security officer reports are completed and that desk blotters and security incident reports are reviewed and submitted to OSCO.
- (iii) Celilo Post 2
 - (a) Conduct random patrols throughout the Eugene Starr complex (a minimum of one every three hours and no less than three patrols in an eight-hour shift).
 - (b) Process and screen visitors entering the complex and conduct vehicle inspections in accordance with established BPA requirements and current procedures approved by OSCO.
 - (c) Inform all visitors that firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor, or Contractor is carrying a weapon or other prohibited contraband, the officer shall act in accordance with established procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident shall immediately be reported to Celilo Post 1, the Contract Manager and OSCO.
 - (d) Ensure security incidents are reported to Celilo Post 1, the Contract Manager, and OSCO immediately via telephone followed by an emailed electronic Security Incident Report.
 - (e) Respond to and investigate alarms or other emergency situations on the complex, including emergency building evacuations.
 - (f) Respond to suspicious activity as observed or dispatched, or as reported by employees.
 - (g) Assist Celilo Post 1 as required. Perform functions such as monitoring physical access and security-related activity for the Eugene Starr Complex via security systems and CCTV systems.
 - (h) Report suspicious activity to Celilo Post 1, the Contract Manager and OSCO.
 - (i) Perform other duties, such as Random Anti-terrorism Measures (RAMs) or other security measures initiated by OSCO.

- (j) Ensure Security Officer Reports and the daily Security Desk Blotter are accomplished in accordance with established directives.
- (iv) Assist, relieve, and train officers as needed.
- (v) Perform other administrative functions such as, but not limited to, maintaining hard copies and/or electronic copies of Security Checklists, Standard Operating Procedures, Security Alerts, Termination Advisories, Call-Down Lists, Incident Reports, and Duty Officer Schedules. When necessary, record and maintain CCTV clips of security-related incidents that meet evidentiary requirements. Write and submit incident electronic reports when applicable.
- (vi) When manned during BPA off duty hours, to include weekends and holidays this post shall provide a combination of patrol duties on the Eugene Starr Complex.

J) SECURITY SERVICE FOR MUNRO COMPLEX

- 1) BPA's Munro Control Center (MCC) and Munro Alternate Scheduling Center (MSC), co-located in Mead, Washington, is a Tier I critical asset for the agency's ability to maintain electrical reliability and stability for the region

a General Information

- (i) MCC/MSO shall have two (2) security posts (Munro Post 1 and Munro Post 2) and one (1) Security Supervisor (Munro Post 3). These posts shall be manned by armed and uniformed security officers.
- (ii) Standard security officer procedures shall apply to all Munro Complex security posts. Under the direction of OSCO, the Contractor shall establish OSCO approved procedures specific to MCC/MSO for monitoring security systems, camera systems, responding to alarms, conducting patrol activity, monitoring the ingress and egress of commercial vehicles, visitors and vendors to ensure persons or vehicles travel only to their authorized destinations and exit the complex in a timely manner. Officers shall maintain entry logs and visitor access procedures, as well as radio and telephone communications between the various posts, supervisors, BPA visitor/vendor sponsors, the Contract Manager, and OSCO as needed. Posts directly supporting response to NERC CIP designated areas, or other critical assets, shall be trained and familiar with the location of those areas, access requirements, and procedures for entry. All posts and patrols assigned to the Munro Complex shall be knowledgeable of building evacuation, shelter-in-place procedures, and other contingency procedures.
- (iii) Questions about physical security and access control policy shall be deferred to the East Region Physical Security Specialist or other OSCO Physical Security Specialists.

b Munro Post 1, Munro Alarm Monitoring Station (AMS)

- (i) This post falls under the U.S. Department of Labor, Wage Determination category of Alarm Monitor.
- (ii) Description of Post
 - (a) This post is located inside the Munro Scheduling Center facility, alternate Alarm Monitoring Station (AMS). This shall be a one-person post, manned 24 hours per day, 7 days per week.
 - (b) This post is located inside the Munro Scheduling Center facility, alternate Alarm Monitoring Station (AMS). This shall be a one-person post, manned 24 hours per day, 7 days per week. The security officer shall be equipped and trained as necessary to perform the required security services.
 - (c) The primary responsibility of this post shall be to provide monitoring of security alarm systems associated with the Munro facility and BPA's NERC CIP facilities, to include associated CCTV systems and remote security systems at all hours and under all conditions (similar to Ross Post 9 and 10). This post shall be familiar with duties related to Ross Posts 9 and 10, providing backup for these posts when necessary. This post shall interact with local

site and field personnel regarding access control and security issues following established procedures approved by OSCO relating to MCC/MSC as well as monitored field sites.

(iii) Designated Shifts

- (a) This post shall be manned in three 8-hour shifts as follows:
 - (i) Shift One: 0000 – 0800
 - (ii) Shift Two: 0800 – 1600
 - (iii) Shift Three: 1600 – 0000

(iv) Post Duties

- (a) Officers shall perform the following:
- (b) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
- (c) Monitor security alarm systems and CCTV systems for all designated sites and facilities, in addition to the MCC/MSC. Assess and document alarm activity according to established SOP's.
- (d) Maintain familiarity with all Ross Post 9 and Ross Post 10 duties. Provide backup as necessary for monitoring facilities and sites falling under the responsibility of Ross Post 9 and Ross Post 10.
- (e) Use established SOP's and procedures for responding to emergency situations or alarm activations, to include those alarms associated with NERC CIP facilities. Dispatch appropriate patrols and contact the local regional emergency communications agency (911) to request response from outside agencies for situations at the MSC/MCC complex. The Security Supervisor, Contract Manager and OSCO shall be notified when outside agencies are contacted to respond.
- (f) Notify local law enforcement, Security Supervisor, the Contract Manager, and OSCO in the event of suspicious or criminal activities in accordance with Standard Operating Procedures.
- (g) Follow established procedures relating to NERC CIP sites and contact the appropriate BPA Control Center (Dittmer or Munro) in response to alarms or other emergency situations occurring at field sites.
- (h) Respond to and electronically document alarms associated with NERC CIP sites and follow established response procedures. Documentation shall include alarm assessment, cause, and name of subject (if applicable) and security status of site.
- (i) Communicate with Munro Post 2 and Post 3 as needed to support daily security operations for MCC/MSC. Communicate information to Munro Post 2 and Post 3 regarding any unusual or suspicious activity.
- (j) Conduct periodic communication checks with Munro Post 2 and Post 3. Communications checks shall be conducted every hour. During increased threat levels, communications checks shall be conducted every 30 minutes. The frequency of communications checks may be changed by OSCO.
- (k) Conduct communication checks with the Ross AMS. Communication checks shall be conducted hourly during non-duty hours to include weekends and holidays.
- (l) Maintain the Security Desk Blotter, listing security-related activity to include NERC CIP sites. Formatting or content of specific blotter entries may be added or changed by OSCO. This blotter shall be electronically submitted daily to OSCO.
- (m) Perform other administrative functions associated with the monitoring of NERC CIP sites such as, but not limited to, maintaining electronic and hard copies of Weekly Alarm Mask

Outage Log, NERC Physical Security Perimeter (PSP) Alternate Access Log, Call-Down Lists, NERC Reports, and Duty Officer Schedules. Record and maintain CCTV clips and generate video clips of NERC CIP security-related incidents. Write and submit incident reports as applicable.

- (n) Electronically record information pertaining to false and nuisance alarms for NERC CIP and non-NERC CIP security systems in accordance with established procedures. Report problems with alarm system or CCTV system hardware or software in accordance with established procedures.
 - (o) Assist with security system testing of BPA HQ, Ross Complex and Vancouver Mall locations, also support OSCO Physical Security Specialists during alarm system testing.
 - (p) Maintain familiarity with operating and sending emergency notifications through the Emergency Notification System (ENS).
 - (q) Perform a combination of alarm monitoring duties and Emergency Notification System duties associated with Continuity of Operations activities.
 - (r) When performing Continuity of Operations duties, Munro Post 1 shall coordinate with the Ross AMS when leaving post to ensure continuous field site alarm system monitoring.
- c Munro Post 2, Munro Main Gate and Patrol
- (i) Description of Post
 - (a) This shall be a one-person post manned 24-hours per day, 7 days per week. The security officer shall be equipped and trained as necessary to perform the required security services.
 - (b) This post shall be located at the Munro Main Gate when the Munro Security Supervisor (Munro Post 3) is on duty.
 - (c) This post shall conduct patrol activity during hours when the Munro Security Supervisor (Munro Post 3) is not on duty, or as otherwise directed.
 - (d) This post shall be trained to provide support to Munro Post 1 for break relief, including monitoring surveillance and alarm systems for NERC CIP and non-NERC CIP sites.
 - (ii) Designated Shifts
 - (a) This post shall be manned in 12-hour shifts as follows:
 - (i) Shift One: 0600 – 1800
 - (ii) Shift Two: 1800 - 0600
 - (iii) Post Duties
 - (a) Officers shall perform the following:
 - (b) Perform duties in accordance with this SOW as applicable to location.
 - (c) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies to Contract Manager, OSCO and send notification to BPA Service Tracking in accordance with established procedures.
 - (d) While manning the Munro Main Gate, ensure only authorized personnel gain access to the MCC/MS complex. Process and screen visitors entering the complex and conduct vehicle inspections in accordance with established BPA requirements and current procedures approved by OSCO.
 - (e) While conducting patrol, remain highly visible in the areas around MCC, MSC, the Bell Maintenance Headquarters and Bell Substation facilities by conducting both vehicle and patrols. Patrol activity shall extend to all BPA fee-owned property associated with Bell Maintenance Headquarters, Bell Substation, and MCC/MS.

- (f) Respond to and investigate alarms on the complex.
 - (g) Respond to suspicious activity as observed or dispatched, or as reported by employees.
 - (h) Assist Munro Post 1 as required.
 - (i) Report suspicious activity to Munro Post 1, Munro Post 3, the Contract Manager and OSCO.
 - (j) Inform all visitors that firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor, or Contractor is carrying a weapon or other prohibited contraband, the officer shall act in accordance with established procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident shall immediately be reported to Munro Post 1, Munro Post 3, and OSCO.
 - (k) Perform other duties, such as Random Anti-terrorism Measures (RAMs) or other security measures initiated by OSCO.
- d Munro Post 3, Supervisor
- (i) Description of Post
 - (a) This post shall be manned 12 hours per day, Monday – Friday with the exception of designated federal holidays.
 - (b) Refer to SOW Sections B) 10) and B) 11).
 - (ii) Designated Shifts
 - (a) One (1) 12-hour shift per day, Monday – Friday with the exception of designated federal holidays.
 - (b) Shift time: 0600 – 1800
 - (iii) Post Duties
 - (a) Serve as a patrol function for the areas around MCC, MSC, the Bell Maintenance Headquarters and Bell Substation facilities by conducting both vehicle and patrols in addition to performing supervisory duties.
 - (b) Respond to and investigate alarms activations.
 - (c) Respond to suspicious activity as observed or dispatched, or as reported by employees.
 - (d) Assist Munro Post 1 as required.
 - (e) Ensure suspicious activity is reported to the Contract Manager and OSCO.
 - (f) Serve as the POC for daily protective force security operations and administration with management staff at the Munro complex and OSCO.
 - (g) Ensure compliance with all applicable portions of this statement of work as well as requirements for NERC CIP designated areas.
 - (h) Trained and certified to perform all security functions associated with Munro Post 1 and Munro Post 2. Provide back-up to Munro Post 1 or Post 2 as needed. Assist, relieve, and train officers as needed.
 - (i) Perform other administrative functions such as, but not limited to, maintaining hard copies and/or electronic copies of security checklists, training records, standard operating procedures, security alerts, termination advisories, call-down lists, incident reports, and physical security duty officer schedules. When necessary, ensure video clips of security-related incidents that meet evidentiary requirements are recorded and maintained. Ensure incident reports are accomplished, filed for record, and submitted to OSCO in a timely manner.

- (j) Ensure security officer reports are completed and that desk blotters and security incident reports are reviewed and submitted to OSCO.
- (iv) Vehicle Barriers and Security Procedures
 - (a) During normal duty hours, 0600 – 1800 on weekdays, the outer facility vehicle gate shall remain open, unless otherwise directed by OSCO, or if emergency conditions arise warranting securing the outer gate. In such cases, Munro Post 1, and OSCO shall be advised immediately.
 - (b) The outer vehicle gate shall remain closed, requiring personnel to badge in for access during non-business hours including holidays.
 - (c) The inner vehicle gate shall remain closed at all times, requiring personnel with authorized access to badge at a card reader to operate the gate.
 - (d) Munro Post 2 shall issue access cards to visitors allowing operation of the gate after screening and access to the General Office Building.
 - (e) The inner automated vehicle gate for the MCC area shall remain closed at all times.
 - (f) Visitors requiring access to the MCC shall be processed according to established procedures at the main gate before proceeding to the MCC gate and meeting their BPA host at the MCC Main Entry.

J) SECURITY OFFICER DEPLOYMENT

- 1) Additional Security Services requested by BPA will be paid at the Armed Security Officer rate unless pre-approved by an OSCO representative. BPA will reimburse Contractor for deployed Armed Security Supervisors who fill an Additional Services deployment post at the Armed Security Officer rate during the deployment unless OSCO representatives make the determination that supervisory duties will be appropriate during the deployment.
- 2) Armed Security officers may be deployed to non-energized sites or may remain outside of energized facilities providing security in the event of increased threats, criminal activity or if substantial BPA assets require protection. Officers remaining outside of energized access areas during deployment are not required to hold BPA Access Permits.
- 3) Security officers may be requested to deploy within energized access areas to provide security in the event of increased threats, criminal activity or if substantial BPA assets require protection.
- 4) Security officers deployed within energized facilities are required to hold valid Contractor's Access Permits, or other necessary permits, for energized facility access. To obtain this permit, each officer to be deployed to an energized facility **and** maintaining a Access Permit must meet all Substation Operations Group requirements for safety and training.
- 5) All security officers shall be familiar with safety information outlined in this section. In addition, officers must perform requirements contained in the deployed security officer post orders outlined below.
- 6) Emergency and Non-Emergency Deployment
 - a The Contractor may be asked to deploy security officers in situations arising from either 1) a credible and serious threat to a BPA facility, personnel, or resources, in the event OSCO determines a high likelihood of criminal activity could occur at a BPA site, or 2) when other activity such as an earthquake or other natural disaster potentially jeopardizes the BPA mission of providing electrical power. As directed by the CO, travel costs due to deployment outside of local areas where officers are assigned will be reimbursable in accordance with the Federal Travel Regulation (FTR). Travel cost estimates must be submitted in writing electronically and approved by the COR or other OSCO Physical Security (Federal employee) representative in advance of actual travel.
 - b Notification
 - (i) The Contractor will be notified in writing, e-mail, or phone of a pending security deployment. Deployment requests will be made verbally if a deployment is needed immediately. Notifications

are authorized from the CO, COR, Chief Security Officer or Physical Security Representatives (Federal) within OSCO.

c Training

- (i) Security officers must complete BPA provided energized facility safety training prior to posting within an energized environment. The Contractor shall maintain an up to date list of security officers who hold current Contractor Access Permits. The Contractor shall provide a copy of this list to the COR upon request.
- (ii) Security officers must complete any training required to maintain certification for the Contractor Access Permit and access to energized environments. Training shall be documented in electronic or hardcopy format by the Contractor and made available for to the COR upon request.

d Equipment

- (i) Contractor furnished equipment:
 - (a) All normal duty gear including rain gear, and cold weather gear as needed.
 - (b) Vehicle meeting the needs of the terrain and situation.
 - (c) Cellular Telephone.
 - (d) Portable Arming Barrel, or equivalent, safe procedure if arming/disarming is to occur on site.
 - (e) Water as needed.
 - (f) Other items deemed necessary by the Contractor or COR.

e Post Duties

- (i) Officers deployed shall be armed. The Contractor shall comply with the post duties as provided by OSCO as coordinated with deployed site responsible official. Deviations from post duties require email or verbal approval in advance from an OSCO representative.
- (ii) Upon arrival at an energized facility, the officer must follow BPA training for accessing an energized site.
- (iii) Upon arrival to a field site, security officers must meet with the BPA Site Supervisor. If this is not possible, the officer must follow the direction of OSCO through the on-duty Security Supervisor.
- (iv) If an intruder is discovered on site, security officers must attempt to control the situation in the safest manner possible. Security officers shall not pursue a suspect into an energized facility. If the intruder gains access to the energized yard and is non-compliant, security officers shall immediately notify the responsible AMS who will contact law enforcement for assistance and notify the appropriate Control Center. If an intrusion into an energized area is suspected, security officers shall notify the responsible AMS who will contact law enforcement for assistance and notify the appropriate Control Center. Security officers shall take a position of cover allowing for observation of the facility and await the arrival of law enforcement.
- (v) Security Officer Reports (SOR's hardcopy or electronic) must be maintained noting the date and time of various patrol duties such as perimeter, building, or surrounding area checks. Security officers must maintain record of the time and reason for the departure from posts. Security officers must coordinate post departures with the responsible AMS.
- (vi) At the end of shift, prior to departure, security officers must notify the appropriate AMS, and note the time of departure. Deployed security officers must maintain communication capability with the Responsible AMS unless circumstances, such as the remote location of the facility, prevent communications from the site.

f Discharge of Firearms

- (i) Officers shall avoid discharging a firearm in, around or near an energized facility unless no other alternative exists.

- (ii) Officers shall not discharge liquid (Aerosol Self Defense spray) within the energized environment due to possible electrocution hazard.

J) PERFORMANCE ASSURANCE

- 1) The Contractor shall establish a performance assurance or quality assurance program ensuring personnel performing duties have the appropriate knowledge, skills, and abilities to perform the following:
 - a Work in both corporate and industrial security functions
 - b Personnel are screened to meet the highest level of integrity to perform security-related duties
 - c Personnel are able to meet extensive background checks and security clearance standards
 - d Personnel meet appropriate physical capability/readiness levels associated with security-related duties
 - e Personnel retention is addressed to maintain continuity of personnel and a low employee turnover rate.
 - f This performance assurance, or quality assurance, program may be a pre-existing program employed by the Contractor. The program must meet any additional specific requirements outlined within this statement of work.
 - g The Contract Manager shall ensure all BPA-specific elements of the Performance Assurance Program outlined below are met.
- 2) Training Elements
 - a Job Task Analysis (JTA)
 - (i) A JTA shall be developed for all security posts within 90 calendar days of the award of the contract following the Oregon Department of Public Safety Standards and Training: "The Job Task Analysis (JTA) Process. <http://www.oregon.gov/dpsst/at/docs/thejtaprocess.pdf>
 - (ii) JTA's shall be reviewed and updated a minimum of annually. Reviews shall be documented by the Contractor and documentation provided to the COR.
 - (iii) The JTA shall provide the basis for contractor provided individual security post training as well as security post certifications.
- 3) Security Post Certifications
 - a The Contractor shall develop, review and or adapt methodology, requirements, documentation methods, and testing material to conduct initial security post certifications as well as annual (recurring) security post certification training specific to the BPA Security Services Contract implemented within 90 calendar days of the award of the contract.
 - b At a minimum, initial security post certifications shall include task knowledge/task performance certification based on the applicable security post JTA
 - c Annual security post certifications shall include at a minimum written knowledge testing of specific post procedures for all security officers posted. Similar posts may use the same as well as written testing. This shall apply for new hires and existing security officers newly assigned to a security post.
 - d Security post certification methodology shall be hierarchical and must be approved in advance by the COR.
- 4) Self-Assessments
 - a The Contractor shall conduct annual self-assessments relating to security posts, post duties, and security training, security firearms training, and firearms safety.
 - b Self-assessments must identify findings, if applicable, and corrective actions.

- c The Contractor shall track and follow-up on corrective actions in an effort to close identified findings.
- d The Contractor shall notify the COR upon the initiation of a self-assessment and shall provide to the COR the written self-assessment report in an electronic format within 20 business days of assessment completion.

5) Performance Testing

- a The Contractor shall develop methodology as part of their internal Quality Control Program to implement, document, and maintain performance testing (e.g. alarm response performance tests and limited scope performance tests) for the security force carried out by Contractor assigned personnel: Contract Manager, Contract Quality Control personnel or designated security supervisors.
- b Performance testing methodology shall include an applicable safety plan which shall be approved in advance by the COR before implementation.
- c Performance testing methodology shall be finalized for approval within 120 calendar days following award of the contract.
- d Once finalized and implemented, written records of performance testing shall be forwarded to the COR.
- e Limited Scope Performance testing shall be performed a minimum of twice a month and documented. Documentation shall include evaluation criteria/objectives, results, and corrective actions needed, if applicable.

J) PERFORMANCE EVALUATIONS

- 1) The CO and COR shall meet with Contractor senior personnel assigned to support the contract in-person or via phone not less than annually to discuss results of BPA quality control findings and overall performance.
- 2) The Contractor shall provide a plan for corrective actions within 5 calendar days following notification from the CO or COR of corrective action, poor performance or failure to perform. The Contractor must provide information on actions to be taken and expected completion date and notification when corrective actions are completed.

APPENDIX 1 – SUBCONTRACTING PLAN

The approved full text subcontracting plan is located in the official file. This page is intentionally left blank.

APPENDIX 2 – COLLECTIVE BARGAINING AGREEMENT

The full text collective bargaining agreement, signed 8/19/2019, is located in the official file. This page is intentionally left blank.

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
AMENDMENT OF SOLICITATION/MODIFICATION OF
CONTRACT/ORDER

OMB

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- ... - ... - 80004		2. Amendment/Modification Number: ... - 006	
3. Effective Date: 9/25/2020	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Cody L. Rodriguez 503-230-4262, clrodriguez@bpa.gov	

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.

MODIFICATIONS OF CONTRACTS/ORDERS (Modifies the contract/order as described in item 12.)

CHECK ONE	7. This unilateral modification is issued pursuant to: (specify authority below). The changes set forth in item 12 are made in the Contract/Order in Item 1.
<input type="checkbox"/>	
<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 14.10.3(b)(1).
<input checked="" type="checkbox"/>	9. Bilateral/Other (specify authority): BPI Clause 7-40 Option to Extend the Term of the Contract

10. Accounting and Appropriation Data (used for COOP event only):

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.)
See continuation sheet

Except as provided herein, all terms and conditions of the document referenced in Item 1 or 2 remain unchanged.

13. Company Name:

Inter-Con Security Systems, Inc.

14a. Name, Phone and Title of Signer: Neil Martau, (626) 535-2234, Chief Administrative Officer		15a. Name of Contracting Officer: Cody L. Rodriguez	
14b. Contractor/Officer By: <u>Neil Martau</u> (Signature of person authorized to sign)	14c. Date Signed: 09/25/2020	15b. Signature of Contracting Officer By: <u>(b) (6)</u> (Signature of Contracting Officer)	15c. Date Signed: 09/25/2020

CONTINUATION SHEET

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The purpose of this modification is to exercise Option Period 2 of the contract. The option is exercised bilaterally in accordance with BPI Clause 7-40 Option to Extend the Term of the Contract. This modification makes the following changes:

- A. The period of performance is changed from 09/01/2018 - 09/30/2020 to 09/01/2018 - 09/30/2021
- B. The contract price is increased by (b) (4)

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UNIT 1 — COMMERCIAL

CONTRACT-BASIC TERMS (28-1.1) (MAR 2018)(BPI 28.3.4(A))

- (a) This is a Firm Fixed Price (FFP) contract for eleven months with options to extend for four pre-priced one-year option periods. By signing the contract cover page, Bonneville and the Contractor agree, subject to the attached terms and conditions, the Contractor shall sell to Bonneville the services identified herein at the prices set forth in the Schedule of Pricing.
- (b) This contract shall become effective upon receipt of the signed 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))

The contractor shall provide the services at the prices identified in accordance with the Statement of Work (SOW). Contract Line Item Numbers (CLINs) 0001 – 0005 and corresponding option period CLINs are FFP. CLINs 0006 – 0008 and corresponding option period CLINs are T&M based on actual costs. The Contractor submitted cost estimates must be submitted to and approved by the COR in advance.

Contract extension in accordance with BPI Clause 7-39 Option to Extend Services is based on the schedule of prices.

CLIN	Description	Unit	Qty	Unit Price	Price
Base Period: 11/1/2018 - 09/30/2019					
0001	Headquarters Complex Security Posts; 11/1/2018 - 09/30/2019	MO			
0002A	Ross Complex Security Posts; 11/1/2018 - 01/31/2019	MO			
0002B	Ross Complex Security Posts; 02/1/2019 - 09/30/2019	MO			
0003	Park Place Complex Security Posts	MO			
0004	Eugene Starr Complex Security Posts	MO			
0005	Munro Complex Security Posts	MO			
0006	Deployment and Urgent Security Services OR				
0006A	Security Officer, Unarmed – Standard Rate	HR			
0006B	Security Officer, Armed – Standard Rate	HR			
0006C	Security Officer, Supervisor – Standard Rate	HR			
0006D	Alarm Monitor – Standard Rate	HR			
0006E	Security Officer, Unarmed – Overtime Rate	HR			
0006F	Security Officer, Armed – Overtime Rate	HR			
0006G	Security Officer, Supervisor – Overtime Rate	HR			
0006H	Alarm Monitor – Overtime Rate	HR			
0007	Deployment and Urgent Security Services WA				
0007A	Security Officer, Unarmed – Standard Rate	HR			
0007B	Security Officer, Armed – Standard Rate	HR			
0007C	Security Officer, Supervisor – Standard Rate	HR			
0007D	Alarm Monitor – Standard Rate	HR			

(b) (4)

0007E	Alarm Monitor, Supervisor – Standard Rate	HR	
0007F	Security Officer, Unarmed – Overtime Rate	HR	
0007G	Security Officer, Armed – Overtime Rate	HR	
0007H	Security Officer, Supervisor – Overtime Rate	HR	
0007I	Alarm Monitor – Overtime Rate	HR	
0007J	Alarm Monitor, Supervisor – Overtime Rate	HR	
0008	Travel Costs IAW FTR		

(b) (4)

Bas

Option Period 1: 10/1/2019 - 9/30/2020

1001	Headquarters Complex Security Posts 10/1/2019 – 11/30/2019	MO	
1002	Ross Security Posts 10/1/2019 – 11/30/2019	MO	
1003	Park Place Security Posts 10/1/2019 – 11/30/2019	MO	
1004	Eugene Starr Complex Security Posts 10/1/2019 – 11/30/2019	MO	
1005	Munro Security Posts 10/1/2019 – 11/30/2019	MO	
1006	Deployment and Urgent Security Services OR		
1006A	Security Officer, Unarmed – Standard Rate 10/1/2019 – 11/30/2019	HR	
1006B	Security Officer, Armed – Standard Rate 10/1/2019 – 11/30/2019	HR	
1006C	Security Officer, Supervisor – Standard Rate 10/1/2019 – 11/30/2019	HR	
1006D	Alarm Monitor – Standard Rate 10/1/2019 – 11/30/2019	HR	
1006E	Security Officer, Unarmed – Overtime Rate 10/1/2019 – 11/30/2019	HR	
1006F	Security Officer, Armed – Overtime Rate 10/1/2019 – 11/30/2019	HR	
1006G	Security Officer, Supervisor – Overtime Rate 10/1/2019 – 11/30/2019	HR	
1006H	Alarm Monitor – Overtime Rate 10/1/2019 – 11/30/2019	HR	
1006I	Security Officer, Unarmed – Standard Rate 12/1/2019 – 12/31/2019	HR	
1006J	Security Officer, Armed – Standard Rate 12/1/2019 – 12/31/2019	HR	
1006K	Security Officer, Supervisor – Standard Rate 12/1/2019 – 12/31/2019	HR	
1006L	Alarm Monitor – Standard 12/1/2019 – 12/31/2019	HR	
1006M	Security Officer, Unarmed – Overtime Rate 12/1/2019 – 12/31/2019	HR	
1006N	Security Officer, Armed – Overtime Rate 12/1/2019 – 12/31/2019	HR	
1006O	Security Officer, Supervisor – Overtime Rate 12/1/2019 – 12/31/2019	HR	
1006P	Alarm Monitor – Overtime Rate 12/1/2019 – 12/31/2019	HR	
1006Q	Security Officer, Unarmed – Standard Rate 1/1/2020 - 9/30/2020		
1006R	Security Officer, Armed – Standard Rate 1/1/2020 - 9/30/2020		
1006S	Security Officer, Supervisor - Standard Rate		

(b) (4)

	1/1/2020 - 9/30/2020		
1006T	Alarm Monitor – Standard Rate 1/1/2020 - 9/30/2020		
1006U	Security Officer, Unarmed – Overtime Rate 1/1/2020 - 9/30/2020		
1006V	Security Officer, Armed – Overtime Rate 1/1/2020 - 9/30/2020		
1006W	Security Officer, Supervisor - Overtime Rate 1/1/2020 - 9/30/2020		
1006X	Alarm Monitor – Overtime Rate 1/1/2020 - 9/30/2020		
1007	Deployment and Urgent Security Services WA		
1007A	Security Officer, Unarmed – Standard Rate 10/1/2019 – 11/30/2019	HR	
1007B	Security Officer, Armed – Standard Rate 10/1/2019 – 11/30/2019	HR	
1007C	Security Officer, Supervisor – Standard Rate 10/1/2019 – 11/30/2019	HR	
1007D	Alarm Monitor – Standard Rate 10/1/2019 – 11/30/2019	HR	
1007E	Alarm Monitor, Supervisor – Standard Rate 10/1/2019 – 11/30/2019	HR	
1007F	Security Officer, Unarmed – Overtime Rate 10/1/2019 – 11/30/2019	HR	
1007G	Security Officer, Armed – Overtime Rate 10/1/2019 – 11/30/2019	HR	
1007H	Security Officer, Supervisor – Overtime Rate 10/1/2019 – 11/30/2019	HR	
1007I	Alarm Monitor – Overtime Rate 10/1/2019 – 11/30/2019	HR	
1007J	Alarm Monitor, Supervisor – Overtime Rate 10/1/2019 – 11/30/2019	HR	
1007K	Security Officer, Unarmed – Standard Rate 12/1/2019 – 12/31/2019	HR	
1007L	Security Officer, Armed – Standard Rate 12/1/2019 – 12/31/2019	HR	
1007M	Security Officer, Supervisor – Standard Rate 12/1/2019 – 12/31/2019	HR	
1007N	Alarm Monitor – Standard Rate 12/1/2019 – 12/31/2019	HR	
1007O	Alarm Monitor, Supervisor – Standard Rate 12/1/2019 – 12/31/2019	HR	
1007P	Security Officer, Unarmed – Overtime Rate 12/1/2019 – 12/31/2019	HR	
1007Q	Security Officer, Armed – Overtime Rate 12/1/2019 – 12/31/2019	HR	
1007R	Security Officer, Supervisor – Overtime Rate 12/1/2019 – 12/31/2019	HR	
1007S	Alarm Monitor – Overtime Rate 12/1/2019 – 12/31/2019	HR	
1007T	Alarm Monitor, Supervisor – Overtime Rate 12/1/2019 – 12/31/2019	HR	
1007U	Security Officer, Unarmed – Standard Rate 1/1/2020 - 9/30/2020		

(b) (4)

1007V	Security Officer, Armed – Standard Rate 1/1/2020 - 9/30/2020	
1007W	Security Officer, Supervisor - Standard Rate 1/1/2020 - 9/30/2020	
1007X	Alarm Monitor – Standard Rate 1/1/2020 - 9/30/2020	
1007Y	Alarm Monitor Supervisor – Standard Rate 1/1/2020 - 9/30/2020	
1007Z	Security Officer, Unarmed – Overtime Rate 1/1/2020 - 9/30/2020	
1007BA	Security Officer, Armed – Overtime Rate 1/1/2020 - 9/30/2020	
1007BB	Security Officer, Supervisor - Overtime Rate 1/1/2020 - 9/30/2020	
1007BC	Alarm Monitor – Overtime Rate 1/1/2020 - 9/30/2020	
1007BD	Alarm Monitor Supervisor – Overtime Rate 1/1/2020 - 9/30/2020	
1008	Travel Costs IAW FTR	
1009	Headquarters Complex Security Posts 12/1/2019 – 12/31/2019	MO
1010	Ross Security Posts 12/1/2019 – 12/31/2019	MO
1011	Park Place Security Posts 12/1/2019 – 12/31/2019	MO
1012	Eugene Starr Complex Security Posts 12/1/2019 – 12/31/2019	MO
1013	Munro Security Posts 12/1/2019 – 12/31/2019	MO
1014	Cost Reimbursement for October and November 2019 Price Adjustment	
1015	Headquarters Complex Security Posts 1/1/2020 - 9/30/2020	
1016	Ross Security Posts 1/1/2020 - 9/30/2020	
1017	Park Place Security Posts 1/1/2020 - 9/30/2020	
1018	Eugene Starr Complex Security Posts 1/1/2020 - 9/30/2020	
1019	Munro Security Posts 1/1/2020 - 9/30/2020	
Option Period 2: 10/1/2020 - 9/30/2021		
2001	Headquarters Complex Security Posts	MO
2002	Ross Security Posts	MO
2003	Park Place Security Posts	MO
2004	Eugene Starr Complex Security Posts	MO
2005	Munro Security Posts	MO
2006	Deployment and Urgent Security Services OR	
2006A	Security Officer, Unarmed – Standard Rate	HR
2006B	Security Officer, Armed – Standard Rate	HR
2006C	Security Officer, Supervisor – Standard Rate	HR
2006D	Alarm Monitor – Standard Rate	HR
2006E	Security Officer, Unarmed – Overtime Rate	HR
2006F	Security Officer, Armed – Overtime Rate	HR
2006G	Security Officer, Supervisor – Overtime Rate	HR
2006H	Alarm Monitor – Overtime Rate	HR
2007	Deployment and Urgent Security Services WA	

(b) (4)

2007A	Security Officer, Unarmed – Standard Rate	HR	
2007B	Security Officer, Armed – Standard Rate	HR	
2007C	Security Officer, Supervisor – Standard Rate	HR	
2007D	Alarm Monitor – Standard Rate	HR	
2007E	Alarm Monitor, Supervisor – Standard Rate	HR	
2007F	Security Officer, Unarmed – Overtime Rate	HR	
2007G	Security Officer, Armed – Overtime Rate	HR	
2007H	Security Officer, Supervisor – Overtime Rate	HR	
2007I	Alarm Monitor – Overtime Rate	HR	
2007J	Alarm Monitor, Supervisor – Overtime Rate	HR	
2008	Travel Costs IAW FTR		

Option

Option Period 3: 10/1/2021 - 9/30/2022

3001	Headquarters Complex Security Posts	MO
3002	Ross Security Posts	MO
3003	Park Place Security Posts	MO
3004	Eugene Starr Complex Security Posts	MO
3005	Munro Security Posts	MO
3006	Deployment and Urgent Security Services OR	
3006A	Security Officer, Unarmed – Standard Rate	HR
3006B	Security Officer, Armed – Standard Rate	HR
3006C	Security Officer, Supervisor – Standard Rate	HR
3006D	Alarm Monitor – Standard Rate	HR
3006E	Security Officer, Unarmed – Overtime Rate	HR
3006F	Security Officer, Armed – Overtime Rate	HR
3006G	Security Officer, Supervisor – Overtime Rate	HR
3006H	Alarm Monitor – Overtime Rate	HR
3007	Deployment and Urgent Security Services WA	
3007A	Security Officer, Unarmed – Standard Rate	HR
3007B	Security Officer, Armed – Standard Rate	HR
3007C	Security Officer, Supervisor – Standard Rate	HR
3007D	Alarm Monitor – Standard Rate	HR
3007E	Alarm Monitor, Supervisor – Standard Rate	HR
3007F	Security Officer, Unarmed – Overtime Rate	HR
3007G	Security Officer, Armed – Overtime Rate	HR
3007H	Security Officer, Supervisor – Overtime Rate	HR
3007I	Alarm Monitor – Overtime Rate	HR
3007J	Alarm Monitor, Supervisor – Overtime Rate	HR
3008	Travel Costs IAW FTR	

Option Period 4: 10/1/2022 - 9/30/2023

4001	Headquarters Complex Security Posts	MO
4002	Ross Security Posts	MO
4003	Park Place Security Posts	MO
4004	Eugene Starr Complex Security Posts	MO
4005	Munro Security Posts	MO
4006	Deployment and Urgent Security Services OR	
4006A	Security Officer, Unarmed – Standard Rate	HR

(b) (4)

(b) (4)

(b) (4)

4006B	Security Officer, Armed – Standard Rate	HR	
4006C	Security Officer, Supervisor – Standard Rate	HR	
4006D	Alarm Monitor – Standard Rate	HR	
4006E	Security Officer, Unarmed – Overtime Rate	HR	
4006F	Security Officer, Armed – Overtime Rate	HR	
4006G	Security Officer, Supervisor – Overtime Rate	HR	
4006H	Alarm Monitor – Overtime Rate	HR	
4007	Deployment and Urgent Security Services WA		
4007A	Security Officer, Unarmed – Standard Rate	HR	
4007B	Security Officer, Armed – Standard Rate	HR	
4007C	Security Officer, Supervisor – Standard Rate	HR	
4007D	Alarm Monitor – Standard Rate	HR	
4007E	Alarm Monitor, Supervisor – Standard Rate	HR	
4007F	Security Officer, Unarmed – Overtime Rate	HR	
4007G	Security Officer, Armed – Overtime Rate	HR	
4007H	Security Officer, Supervisor – Overtime Rate	HR	
4007I	Alarm Monitor – Overtime Rate	HR	
4007J	Alarm Monitor, Supervisor – Overtime Rate	HR	
4008	Travel Costs IAW FTR		

Option

Option Period 4: 10/1/2022 - 9/30/2023

5001	Physical Security Transition Services	MO	
			Base and Exer
			Base a

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 491
ATTN: NSTS-MODW Vendor Maintenance
Vancouver, WA 98666-0491

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: Travel Costs in accordance with the Federal Travel Regulations.
 - (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: None.
- (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 491
ATTN: NSTS-MODW Vendor Maintenance
Vancouver, WA 98666-0491

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:

- (k) within a reasonable time after the defect was discovered or should have been discovered; and
- (l) 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.

DISPUTES (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.

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 15-11)
 - (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; or
 - (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 –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) 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.
 - (iii) 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.
 - (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (A) Are only for work that will be performed outside the United States;
 - (B) Are for a period of performance of less than 120 days; or
 - (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) 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)

- (d) 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.

UNIT 2 – OTHER CLAUSES

RESTRICTION ON COMMERCIAL ADVERTISING (3-9) (MAR 2018) (BPI 3.5.2)

The Contractor agrees that without the Bonneville Power Administration's (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2) (MAR 2018)(BPI 5.1.4 (B))

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will 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 to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor's own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;
- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

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 advance written notice to the Contractor within 60 calendar days.

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 advance written notice to the Contractor within 60 calendar days; provided that Bonneville gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar 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 5 years and 7 months.

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

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

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

- (a) Definitions. As used in this clause-
 - "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
 - "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
 - "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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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.

(i) 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.
- (j) 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.
- (k) 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.
- (l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
- (m) 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.

- (n) 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.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) 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.
- (q) 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.
- (r) 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.
- (s) 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.
- (t) 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 by reference into the contract, and are identified as follows:

Wage Determination	Revision #	Revision Date	State	County
CBA-2015-7941	2	12/11/2018	OR	Statewide
CBA-2015-7942	2	12/11/2018	WA	Statewide

EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
 - (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
 - (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
 - (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
 - (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.

- (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**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.

“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.

“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.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"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 suspension/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.

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.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018) (BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

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

- (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.

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:
 - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program(Bonneville Policy 434-1),
 - (10)Business Use of Bonneville Technology Services (BPAM Chapter 1110),

- (11) Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12) Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13) Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14) Preservation of property (41 CFR § 102-74.380),
 - (15) Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16) Disturbances (41 CFR § 102-74.390),
 - (17) Gambling Prohibited (41 CFR § 102-74.395),
 - (18) Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19) Posting and Distributing Materials (41 CFR § 102-74.415)
 - (20) Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
 - (21) Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

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.

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)

- (a) 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.
- (b) 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.
- (c) 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.

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 (16-8)
(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 \$2,000,000 per occurrence.
- (c) Excess / Umbrella general liability insurance of at least \$5,000,000
- (d) 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.
- (e) 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.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("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 as contemplated by the terms of this contract. 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 this

contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor'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 earliest of any termination of this contract or the Contractor's written request.

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.

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

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.

(b) (4), (b) (6)

UNIT 4 — STATEMENT OF WORK

- A) General Information
 - 1) Introduction
 - 2) Background
 - 3) Place of Performance
 - 4) Government-Furnished Materials and Equipment
 - 5) Contractor-Furnished Materials and Equipment
 - 6) Federal Holidays
 - 7) Acronym Definitions
 - 8) Documentation
- B) Work and Service Requirements
 - 1) General Requirements
 - 2) Security Clearance Requirements
 - 3) Required Documentation Prior to Award
 - 4) Standard Operating Procedures
 - 5) Certifications and Credentials
 - 6) Contractor Furnished Training
 - 7) Contract Employee Requirements
 - 8) Duties of the Contractor
 - 9) Weapons Requirements
 - 10) Company Representatives and Supervision
 - 11) Security Supervisor Procedures And Duties
 - 12) General Security Officer Conduct
 - 13) Deliverables and Performance
 - 14) Shift and Post Requirement
 - 15) Safety Requirements
- C) Security Service for the BPA Headquarters Complex
- D) Security Service for the Ross Complex
- E) Security Service for the BPA Park Place Leased Office Complex
- F) Security Service for the Eugene Starr Complex
- G) Security Service for the Munro Complex
- H) Security Service Deployment to Energized Facilities
- I) Performance Assurance
- J) Performance Evaluation

A) GENERAL INFORMATION

1) INTRODUCTION

- a. This Statement of Work is for the acquisition of armed security officer services (protective force) at the Bonneville Power Administration (BPA) Headquarters in Portland, Oregon; Ross Complex, located in Vancouver, Washington; Eugene Starr Complex, located in The Dalles, Oregon; Munro Complex in Mead, Washington; and other BPA facilities or properties as security needs arise.
- b. The services provided are commensurate with the duties of a Guard I (limited use of Guard I), Guard II and Alarm Monitor as defined under the Protective Service Occupations category of the Department of Labor (DOL) document titled, "Service Contract Act Directory of Occupations." Therefore, services offered by the Contractor must stipulate use of Guard I and Guard II, and Alarm Monitor personnel exclusively. Any employment of Guard I personnel during the performance of the contract other than that specified in the Statement of Work and allowed by the temporary exception outlined in section 13.b, Certifications and Credentials or authorized by the CO or COR prior to the posting occurring, may be considered grounds for termination for default.
- c. This Statement of Work (SOW) is for the sole use of the security services provider (Contractor) and Bonneville Power Administration in order to administer this security services contract. All information, procedures, requirements, instructions and descriptions of duties contained in the SOW shall be protected from unauthorized disclosure, distribution, copying, other duplication, electronic transmission, and any other form of unauthorized use. This SOW shall not be provided in part or in full to any person, company, agency, representative or any other element without the express written consent of the Contracting Officer. This document is identified as Critical Information. Under BPA's Information Protection Guidance, it is not required to be marked; however, controlled distribution and information security protections are required.
- d. The execution of this SOW will be under the supervision of the Bonneville Power Administration's (BPA's) Office of Security and Continuity of Operations (OSCO), under the direction of the Chief Security and Continuity Officer (CSCO).

2) BACKGROUND

- a. The Bonneville Power Administration (hereinafter referred to as "BPA") is a federal agency, within the U.S. Department of Energy, that markets wholesale electrical power and operates and markets transmission services in the Pacific Northwest. The wholesale electrical power marketed by BPA comes from 31 federal hydro projects in the Columbia River Basin, one nonfederal nuclear plant and several other small nonfederal power plants. BPA's customers include publicly owned and investor-owned utilities, as well as some large industries. BPA also sells or exchanges power with utilities in Canada and the Western United States. Revenue earned by BPA helps it fulfill public responsibilities that include low-cost and reliable power and investments in energy conservation and renewable resources.
- b. As a major provider of electrical power throughout the Pacific Northwest, BPA's resources are critical to the agency continuing to meet its mission essential function, providing Federal power to load in a reliable manner. As such, BPA is required to develop and implement security strategies to protect critical infrastructure, key resources, and personnel to ensure the accomplishment of BPA's mission. The intent of these strategies are to prevent the exploitation, incapacitation, or destruction of BPA's infrastructures and resources. Accordingly, BPA's hydro-electric grid is identified as critical to the economic prosperity, national defense, and quality of life of the United States. Therefore, BPA seeks a partnership with a security provider who is equipped and prepared to play a vital role in supporting the protection of BPA's portion of the nation's critical energy infrastructure.

3) PLACE OF PERFORMANCE

- a. The Contractor shall provide security officer services at the BPA's facilities at the following locations:
- b. BPA Headquarters building, located at 905 NE 11th Avenue, Portland, OR 97232
- c. BPA Ross Complex, located at 5411 NE Highway 99, Vancouver, Washington 98663

- d. Eugene Starr Complex, located in The Dalles, Oregon
- e. Munro Complex, located in Mead, Washington
- f. Other locations within the BPA Regional Service Area as deemed necessary by BPA

4) GOVERNMENT-FURNISHED MATERIALS AND EQUIPMENT

- a. BPA will provide facilities, workstations, computers, printers, and other associated equipment for security officer and security supervisor use.
- b. BPA will provide maps, floor plans and information to build security operating procedures to the Contractor as needed for distribution to appropriate posts and personnel. The Contractor must maintain these materials in the post books. The Contractor must protect this information in accordance with BPA Information Protection Program standards.
- c. BPA will provide a copy of the Emergency Procedures and any call-out rosters, which the Contractor shall maintain at each site. These documents shall be protected in accordance with BPA Information Protection Program standards.

5) CONTRACTOR-FURNISHED MATERIALS AND EQUIPMENT

- a. The Contractor shall furnish all training, quality control, personnel, uniforms, equipment, materials, and supervision to maintain physical security for BPA Headquarters, Ross Complex, Eugene Starr Complex, Munro Complex, employees, and visitors.
- b. The Contractor shall provide the following items of operational equipment:
 - i. One hand-held portable public address system with batteries at HQ, Ross, Eugene Starr and Munro locations
 - ii. One hand-held, battery-operated spotlight with batteries at each complex, HQ, Ross, Eugene Starr and Munro
 - iii. Sufficient communications equipment, to maintain contact with security officers and BPA Local Facilities personnel.
 - iv. One (1) 800 MHz capable hand held radio on each security post. Additionally, base stations compatible with regional emergency services communications systems shall be provided for Headquarters Post 1, Ross Dittmer AMS, Ross Post 2, (CSB) and Munro AMS.
- c. The Contractor shall furnish Vehicles to meet SOW requirements. Information on vehicles being considered must be submitted to and approved by the BPA OSCO COR prior to use in performance of this contract. Consideration for the selection of patrol vehicles shall include area inclement weather conditions, operating terrain, fuel economy, vehicle purpose, etc. Vehicles designated for deployment purposes must take into account that BPA deployment locations include remote locations accessed via fire roads, and Right of Way access roads that require ability to operate off hardened road surfaces. Any exceptions, changes, or modifications to vehicle requirements during the contract must be approved in advance by the COR and/or CO. Refer to Federal Standard 307 for further guidance
 - i. BPA Headquarters.
 - (a) No vehicles are required
 - ii. Ross Complex
 - (a) Three Vehicles, Two for patrol and one for supervision.
 - (b) All are to be AWD or 4x4
 - (c) Est. Mileage for patrol vehicles 22,000 each, per year
 - (d) Est. Mileage for supervisor vehicle: 35,000 per year.
 - iii. Park Place office complex
 - (a) One vehicle for patrol duties.

- (b) Est. Mileage: 7,000 miles per year
- iv. Eugene Starr Complex
 - (a) One vehicle for patrol use
 - (b) AWD or 4-wheel drive, compact, extended cab pickup truck or SUV.
 - (c) Est. Mileage: 30,000 Per year
- v. Munro Complex
 - (a) One vehicle for patrol use.
 - (b) AWD or 4-wheel drive, compact, extended cab pickup truck or SUV
 - (c) Est. Mileage: 30,000 Per year
- vi. Spare Deployment Vehicles
 - (a) Two spare vehicles shall be available at all times for emergency deployments to various BPA facilities or higher threat conditions. One of the spare vehicle may be located at the Eugene Starr Complex.
 - (b) AWD or 4-wheel drive, compact, extended cab pickup truck or SUV.
 - (c) Est. Mileage 6,000 per year.
- vii. Vehicle equipment
 - (a) The color of the patrol vehicles shall be consistent with security or law enforcement-type vehicles. Doors on each side of the vehicles shall be marked "Security". In addition to other items deemed necessary by the Contractor, the Contractor must equip vehicles as follows:
 - (b) Light bar with flashing amber lights
 - (c) Spot light (mounted, remotely operated or hand-held portable)
 - (d) Spare tire and tools
 - (e) Traction devices or tires
 - (f) First Aid kit with protective gloves and medical waste receptacle
 - (g) Emergency Road Kit using LED or reflective emergency markers
 - (h) Vehicle mounted radio compatible with regional emergency services communications systems
 - (i) A,B,C Fire extinguisher
- d. Uniform and Equipment
 - i. Uniforms shall be of professional appearance, color-coordinated police/security style uniforms that are standard issue by the Contractor and worn by all security officers and security supervisors. The uniforms for security officers and security supervisors assigned to the Eugene Starr Complex may be a tactical uniform (e.g. – 5.11 Tactical Series or similar) in the color of Khaki. Officers required to have a Non Electrical Worker Access Permit to energized areas must be provided uniforms meeting NFPA requirements for Arc Flash and Energized yard environments as listed in the BPA Accident Prevention Manual and Rules of Conduct Handbook.
 - ii. The following items of clothing and equipment shall be issued to and placed in the care and custody of each employee. Adjustments or changes to these requirements must be approved in advance by the COR.
 - iii. Rain and cold weather gear as required with high visibility security identification located on the front and back.

- iv. A name tag that is professional in appearance with the first initial and last name of the officer to be worn in a consistent location on the uniform.
- v. Duty belt with minimum level 3 retention holster, similar to what Law Enforcement agencies currently use, requiring two separate actions to release retentions and draw the weapon. ex: an SSL sleeve or thumb break combined with a rocking motion, magazine pouch, handcuff pouch, and other equipment approved in advance by the COR.
- vi. Black security or police style duty boots or shoes. Tan security or police style duty boots may be issued for use with Eugene Starr uniforms if khaki color uniforms are selected.
- vii. Officers holding an energized access permit must be provided appropriate foot gear as listed in the BPA Accident Prevention Manual Section A-2 which is as follows: Lace-up, over the ankle leather boots with rigid sole and heel meeting ASTM F 2413-11 with an EH Rating or ASTM F 2413-05, Class 75 with EH rating
- viii. Professional Looking full finger black gloves lined with cut resistant material that meets 29 CFR part 1910 subpart I App B and ANSI / ISEA 105-2016 such as Law Enforcement agencies would provide to LE Officers for cut protection.
- ix. Whistle
- x. Security Officer badge meeting requirements of state laws where performing duty to be worn on the most exterior article of clothing(i.e. uniform shirt, uniform jacket, rain gear or cold weather clothing)
- xi. Gender specific ballistic body armor meeting U.S. Department of Justice National Institute of Justice Standard 0101.06, Classification Type II-A. and meeting OSHA Standard 1910.132
- xii. Sufficient numbers of uniform pants, short sleeve shirts, and long sleeve shirts for each officer to maintain uniform cleanliness and professional appearance.
- xiii. Security/law enforcement style all weather jacket, with high visibility security identification on front and back affording access to their issued duty weapon.
- xiv. Aerosol Defensive spray and carrying pouch of the type and potency that local LE and/or local security companies carry.
- e. At a minimum, the following items of equipment shall be provided to employees for each shift. Additional items deemed necessary by the Contractor must be approved by the COR:
 - i. Handcuffs and handcuff key
 - ii. Aerosol Defensive Spray
 - iii. Flashlight similar to the type Law Enforcement use, capable of being operated with one hand (push button on/off) while using a duty weapon in a high stress environment
 - iv. Semiautomatic Handgun with similar characteristics and performance as Law Enforcement agencies use no less than 9mm
 - v. Ammunition meeting Law Enforcement performance characteristics, no less than 9mm in caliber
 - vi. Two magazines, and one round for the chamber. Magazine capacity shall be the maximum allowed by law
 - vii. BowdryThe Contractor shall provide a secure, lockable cabinet sufficient for the secure storage of weapons at each arming/disarming point. Information pertaining to the proposed weapons storage cabinet shall be submitted to the COR for approval upon award of the contract
 - viii. The Contractor shall provide an approved bullet containment device for issuance of duty weapons at each arming point. Bullet containment devices must be placed in position so the muzzle of any weapon to be cleared is angled down and towards the floor

- ix. BowdryAll Contractor-provided equipment shall be appropriately marked and identified as belonging to the Contractor

6) FEDERAL HOLIDAYS

- a. Federal Holidays occurring on Saturdays are observed on the Friday prior, and Federal Holidays occurring on Sundays are observed on the Monday following, 5 U.S.C. 6103 and Office of Personnel Management guidance
- b. BPA observes the following Federal Holidays:
 - (i) New Year's Day January 1st
 - (ii) Martin Luther King Day 3rd Monday in January
 - (iii) Washington's Birthday 3rd Monday in February
 - (iv) Memorial Day Last Monday in May
 - (v) Independence Day July 4th
 - (vi) Labor Day 1st Monday in September
 - (vii) Columbus Day 2nd Monday in October
 - (viii) Veterans' Day November 11th
 - (ix) Thanksgiving Day 4th Thursday in November
 - (x) Christmas Day December 25th

7) ACRONYM DEFINITIONS AND INFORMATIONAL LINKS

- a. Acronyms:
 - i. BMS Room: Building Management System Room. BMS rooms at BPA house critical facilities operations equipment
 - ii. HSPD: Homeland Security Presidential Directive
 - iii. JTS Room: Joint Tenant Space. Data services and equipment rooms on each floor of BPA HQ, shared by GSA
 - iv. PACS: Physical Access Control Systems
 - v. WSO: Weapons Safety Officer. A security officer or security supervisor who is knowledgeable, trained, and designated to oversee weapons issue and arming/disarming of personnel for shift change purposes

8) DOCUMENTATION

- a. Codified Federal Regulations (CFRs) www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl
<http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=41:3.1.1.3.22#41:3.1.1.3.22.3.326.3>
- b. DOE Order 470.4b, Appendix B, Section 1, "Facility Clearances and Registration of Safeguards and Security Activities," and Section 2 "Foreign Ownership, Control or Influence Programs (FOCI)."
<https://www.directives.doe.gov/directives-documents/400-series/0470.4-BOrder-b-admchg1>
- c. Executive Order 12829
<http://www.archives.gov/isoo/policy-documents/eo-12829.html>
- d. HSPD-7
<http://www.dhs.gov/homeland-security-presidential-directive-7>
- e. HSPD-12
<http://www.dhs.gov/homeland-security-presidential-directive-12>
- f. NERC CIP Standard 006

- <http://www.nerc.com/standard006>
- g. Oregon Department of Safety, Standards, and Training (Oregon DPSST)
<http://www.oregon.gov/DPSST/PS/pages/index.aspx>
- h. Oregon Revised Statutes
<http://www.leg.state.or.us/ors/>
- i. Privacy Act 1974
<http://www.justice.gov/opcl/privstat.htm>
- j. Revised Code of Washington (RCW)
<http://apps.leg.wa.gov/rcw/>
- k. SF 328
http://hss.doe.gov/HQSecOp/foreign_ownership/FOCI_SF328_INSTRUCTIONS.pdf
<http://www.gsa.gov/portal/forms/download/116246>
- l. U.S. Department of Justice National Institute 0101.06
- m. NIJ Standard-0101.06 for Ballistic-Resistance of Body Armor and NIJ Standard-0115.00 for Stab-Resistance of Body Armor
- n. Washington State Criminal Justice Training commission (WSCJTC)
<https://fortress.wa.gov/cjtc/www/>
- o. Washington State Department of Licensing
<http://www.dol.wa.gov/business/securityguards/sggetarmed.html>
- p. 18 USC 793
<http://codes.lp.findlaw.com/uscode/18/l/37/793>
- q. 18 USC 794
<http://codes.lp.findlaw.com/uscode/18/l/37/794>

B) WORK AND SERVICE REQUIREMENTS

1) GENERAL REQUIREMENTS

- a. The overall purpose of this contract is to provide an estimated aggregate of approximately 97,688 annual hours of security officer services and approximately 15,776 annual hours of supervisory services for the BPA Headquarters, Ross Complex, Eugene Starr Complex, Munro Complex and other BPA facilities as addressed in this SOW. Additional security services may be requested by BPA for special events, increased security conditions, emergency services, etc. BPA projects requiring approximately 1,000 hours annually for additional security services on an as-needed basis for unforeseen situations.
- b. Security services include but are not limited to the following:
 - i. Armed guard services.
 - ii. Protection of employees, facilities and property.
 - iii. Access control, to include screening of visitors, vehicles, packages.
 - iv. Issuance of visitor badges and enforcement of BPA's ID badge policies.
 - v. Alarm Monitoring Station - operation and monitoring of security alarm systems and CCTV systems across geographically dispersed locations.
 - vi. Operation and monitoring of automated access controls.
 - vii. Observation and monitoring of building and fire warning systems and HVAC system warning panels and controls.

- viii. Response by Security Officers to Security Incidents occurring on BPA owned property.
 - ix. Vehicle patrols of BPA Property and leased space, and interior and exterior foot patrols at designated locations.
 - x. Application of compliance-based security requirements, to include maintenance of records associated with compliance requirements.
 - xi. Application of GSA building regulations.
 - xii. Interface with Federal Protective Service (FPS) and other law enforcement or emergency responders.
- c. BPA Headquarters
- i. The BPA Headquarters is a General Services Administration (GSA), seven-story office structure with three levels of underground parking. The BPA Headquarters building (905 building) and the adjacent 911 federal building comprise the Portland, OR Eastside Federal Complex. The 905 building contains administrative offices for approximately 1,500 federal employees and contractors and is located at 905 NE 11th Avenue, Portland, Oregon
 - ii. BPA partners with the Federal Protective Service (FPS) on security strategies for the Eastside Federal Complex. The FPS is responsible for the protection and security of federal GSA owned property and leased property. In general, FPS operations focus on security and law enforcement activities reducing vulnerability to criminal and terrorist threats. FPS protection and security operations include all-hazards based risk assessments; emplacement of criminal and terrorist countermeasures; law enforcement response; assistance to federal agencies through Facility Security Committees; and emergency and safety education programs
 - iii. FPS contracts security guard services for federal building access control, employee and visitor identification checks, security equipment monitoring, and roving patrols of the interior and exterior of federal property. Through memorandum of agreement, BPA's Office of Security and Continuity of Operations manages and contracts security services for the BPA HQ and works in cooperation with FPS to ensure security for the BPA HQ and Eastside Federal Complex meets both Department of Energy and GSA/DHS building security requirements
- d. BPA Ross Complex
- i. The BPA Ross Complex is located at 5411 NE Highway 99 in Vancouver, Washington. The Ross Complex is situated on a 250 acre industrial complex consisting of 55 individual buildings with approximately 1,100 employees and Contractors assigned. Functions associated with buildings on the Ross Complex include high voltage electrical power distribution, administrative offices, electrical control and dispatching center, auditorium, laboratories, oil pumps, shipping and receiving, storage, scales, gas station, welding and cutting shop, microwave radio transmission equipment, hazardous waste storage, transformer repair, computers, flammables and herbicide storage, and solar power
- e. Eugene Starr Complex
- i. The Eugene Starr Complex, located near The Dalles, Oregon, consists of high voltage substations, equipment maintenance shops and other related support facilities on an 850 acre parcel of land approximately one mile south of The Dalles, Oregon
- f. BPA Park Place Leased Space
- i. The BPA Park Place office complex consists of one or more office buildings leased by BPA and other tenants in Vancouver, Washington. Office space leased by BPA at the Park Place office complex changes as office space needs change within the agency

g. Munro Complex

- i. Located in Mead, WA and consists of the Munro Dispatch Center, Munro Scheduling Center, Bell Electrical Substation, Spokane District Maintenance Headquarters and various office spaces located on 66 acres.
- h. BPA's security force is comprised of numerous posts including stationary access control, vehicle inspection, visitor processing, alarm monitoring, and foot and vehicle patrols. The number, hours, and specific duties of these posts and positions are described in sections related to the posting requirements for each site.
- i. BPA reserves the right to assess security post needs and requirements as the security environment, contingency operations, and security requirements change for the agency. In doing so, BPA may elect to add, eliminate, or modify security posts, post duties, or post hours by bilateral contract modification

2) SECURITY CLEARANCE REQUIREMENTS

- a. At a minimum, at least one security supervisor on duty per shift at HQ during core hours (0600-1800) and one security supervisor at the Ross Complex during all shifts shall have a DOE L (SECRET) security clearance or the L clearance in progress following the award of the contract. The Contractor will submit a list of security supervisors that will be submitted for clearance requirements through BPA Personnel Security within 30 calendar days of contract award. BPA will coordinate with the Contractor to submit security supervisor names to obtain DOE L clearances for a sufficient number of security supervisors to meet the above expected BPA need. The Contractor must notify BPA immediately upon discovery of circumstances impacting the security clearance held by a contractor's employee assigned to the BPA Security Services Contract.
- b. Prior to being issued a Department of Energy (DOE) identification badge, employees of the Contractor must accomplish the appropriate Personal Identity Verification (PIV) documentation required under HSPD-12. The PIV process will occur through the Personnel Security organization within BPA's Office of Security and Continuity of Operations (OSCO), who will supply the Contractor the necessary information and forms for this process. Employees of the Contractor must use the issued DOE ID badge for entry into BPA facilities. Proximity cards may also be programmed and issued to security officers for access to other electronically controlled areas.
- c. Documentation of security practices and procedures (pertaining to personnel clearances and the training and reporting they are required to do if they hold a facility clearance and manage cleared personnel)

3) DOCUMENTATION REQUIRED PRIOR TO AWARD

- a. Prior to award of this contract, the Contractor shall furnish to the Contracting Officer:
 - i. A Certificate of Authority from the Corporate Division of the Oregon State Department of Commerce
 - ii. A Certificate of Authority from the Washington State Department of Commerce
 - iii. A Certificate of Good Standing from the state in which the firm is incorporated.
 - iv. A facility security clearance from HQ, U.S. Department of Energy pursuant to Executive Order 12829 or equivalent DOD FCL determination.
 - v. The Contracting Officer (CO), or designee (COR), will review the credentials of applicants proposed by the Contractor and reject any employee that, in the opinion of the Government, is not suitable for this contract. Under these circumstances, an appeals process will be provided to the Contractor.

4) STANDARD OPERATING PROCEDURES

- a. The Contractor shall review, update and provide to the COR, updated Standard Operating Procedures (SOP's) by December 1, 2018 for the Contractor's operational and administrative use.

BPA will provide information pertaining to procedures and policy in order to assist the Contractor with SOP development.

b. Contents of SOP

i. The following are examples of SOP content. Specific sections required by BPA will be identified by OSCO, and proposed by the Contract Manager for BPA consideration:

- (a) Uniforms and standards of appearance.
- (b) Weapons and equipment issue, safety procedures, and accountability.
- (c) Functions and duties of the security officers.
- (d) Security officer authority.
- (e) Apprehension policies and procedures.
- (f) Response to bomb threats or suspected IED.
- (g) Response to intrusion alarms.
- (h) Response to unauthorized individuals.
- (i) Response to discovery of prohibited items.
- (j) Response to fire alarms and building evacuations.
- (k) Customer Service and Diversity Awareness Training.
- (l) Access control procedures, including visitors.
- (m) Response to robberies and other violent crimes.
- (n) Providing motorist assistance.
- (o) Providing escort services to employees.
- (p) Radio communications procedures.
- (q) Use of force.
- (r) Report writing.
- (s) Lost and found property.
- (t) Building/Gate Security Checks.
- (u) CCTV monitoring procedures.
- (v) Alarm monitoring/response procedures.
- (w) HQ parking procedures.
- (x) Current issued Post Orders, Access Restrictions (Security Alerts and Access Status Notifications), Operations Bulletins, Special Notices, etc.
- (y) Vehicle inspection techniques and practices for detecting bombs or other dangerous materials.
- (z) Personnel screening (use of x-ray, hand wands, etc.).

ii. SOP Distribution

- (a) The Contractor shall maintain current copies of applicable SOP's in hard copy at each stationary post and electronic copies in a central electronic file location available to all officers.

iii. SOP Training and Familiarization

- (a) Prior to assignment to any post for duty either for shift or relief, the Contractor shall provide each new employee training sufficient to ensure a general familiarization of all BPA Posts and SOP's. The Contractor shall provide post specific training sufficient to ensure officers are thoroughly trained, and knowledgeable of the post SOP's and duties associated with the post. Officers assigned to a post must be familiar with the duties of other posts having operational interdependencies. Training shall be documented in electronic and/or hardcopy format in individual Officer Training Records
- iv. SOP Review Requirements
 - (a) Unless otherwise directed by OSCO, the Contractor shall conduct quarterly reviews of officer knowledge and understanding of the SOP's for the post or posts which the officer is assigned. The reviews may be oral interviews, written exams, practical demonstration, or any combination of all three. The Contractor shall maintain records documenting reviews.
 - (b) Results of quarterly evaluations shall be provided to the COR through the use of a Limited Scope Performance Testing Database. These results may also be used to determine future training requirements.
- v. SOP Updates
 - (a) The Contractor shall conduct and document annual reviews of SOP's. The Contractor shall provide the COR with updates and changes to SOP's as they occur and must incorporate change recommendations or requirements directed by OSCO.

5) CERTIFICATIONS AND CREDENTIALS

a. Armed Security Officer Certifications and Credentials

- i. BPA's security program uses armed security officers. The Contractor shall fully comply with the Revised Code of Washington, Washington State Criminal Justice Training Commission regulations, and the Washington Administrative Codes regarding the licensing of Private Security companies and security officers. Additionally, the Contractor shall fully comply with Oregon Revised Statutes, Oregon Department of Public Safety Standards and Training and Oregon Administrative Rules. Each armed security officer assigned to Washington facilities shall be licensed as a Washington Armed Private Security Guard. Each armed security officer assigned to Oregon facilities shall be licensed as an Oregon Armed Private Security Officer. Authorized Guard 1 (unarmed officers) shall be licensed as unarmed security officers in the state that the officer is assigned. All officers shall be licensed in compliance with state law. Security officers may be dual-certified in order to support BPA deployments within BPA's service area. Security supervisors and security officers shall carry their state issued Security Officer licenses with them at all times while on duty. The Contractor shall assess DOE Protective Force requirements for feasibility of implementation when conducting self-assessments as identified in section 42 of this SOW.

b. Allowed Exceptions to Armed Security Officer Certifications and Credentials:

- i. Exceptions to BPA's contract requirement to use armed security officers involves temporarily allowing licensed unarmed security officers to occupy designated posts while the administrative process for armed security officer licensing is completed. Under these exceptions, the Contractor may use unarmed security officers only as specifically authorized and approved in advance by the COR or designated representative from BPA's OSCO. BPA expects officers employed using this exception will have completed all requirements for armed security officer licensing including successful completion of armed security officer training classes and qualification course of fire conducted and certified in compliance with state requirements prior to assignment to these posts. Officers must complete the appropriate training and demonstrate the knowledge, skills, and abilities to effectively conduct operations for the assigned post prior to post assignment. The following posts upon notification and approval of the COR may be posted under this exception with state licensed unarmed security officers for a period of no more than 45 calendar days unless otherwise approved by the CO/COR:
 - (a) HQ Post 6

- (b) HQ Post 9
- (c) Ross Post 1 day shift (Dittmer building West Entrance)
- (d) Ross Post 2 day shift (Ross Complex Construction Services Building)
- (e) Eugene Starr Complex Post 1, day shift only
- (f) Munro Post 1, Munro Alarm Monitoring Station (AMS)
- c. Transition (60 Calendar Days)
 - i. Within 15 calendar days following contract award, the Contractor must develop a transition plan ensuring necessary staff, certifications, training, and continuity are maintained in accordance with this SOW in order to maintain effective security operations. The Contractor must submit the transition plan to the COR for review and approval no later than 20 calendar days following contract award. At a minimum the plan shall address:
 - ii. Staffing Levels
 - iii. Process for transitioning predecessor employees
 - iv. Recruitment of new employees
 - v. Strategy for providing post coverage during breaks and meal periods
 - vi. Strategy for transition of uniforms
 - vii. Supervisory plan implementation
 - viii. Roles of management and administrative personnel
 - ix. Communication methods and protocols
 - x. Inventory and equipment including weapons and ammunition
 - xi. Daily transition event calendar
 - xii. The Selected Contractor shall provide weekly transition status reports during the transition period to address the following items:
 - (a) Staffing
 - (b) Permits, Licenses, and Registrations
 - (c) Personnel clearances
 - (d) Transition events/milestones
 - (e) Equipment and uniform purchases
 - (f) Emergency Radio Network agreement with regional emergency services communications agencies
 - (g) Transition Expectations at End of Contract
 - (i) At the beginning of the transition period to a follow-on contract, the Contractor shall provide personnel records, including but not limited to, training, medical, suitability and security records to the successor Contractor within 10 calendar days.

6) CONTRACTOR FURNISHED TRAINING

- a. The Contractor shall develop a Job Task Analysis (JTA) and identify general training needs as well as post-specific training needs in addition to State required Security Officer licensing requirements. JTA's and post certification processes shall be part of annual training which include processes specific to BPA Contract posts and shall be fully implemented within 90 calendar days of the award of the contract. JTA information shall be used to develop annual post specific certification (Quality Control) and an Annual Training Plan, which the Contractor shall provide to the COR by October 1 of each year. The Contractor shall provide pre-employment training meeting all requirements listed

under "Armed Certifications and Credentials" and "Pre-Employment Training" prior to assigning any officer a post. Post-Employment training is defined as State required annual Armed Security Officer certification training, proficiency training and annual post specific certification training conducted after initial employment. Post-employment training shall be conducted in accordance with section 16) of the SOW.

- b. Pre-employment and post-employment training shall be conducted and certified/documented at no additional cost to BPA. Training hours may be organized in any manner determined to be most efficient for the Contractor other than the training hour organization specifically mentioned in this Statement of Work for weapons or use of force. Training hours required for Weapons or use of force training shall not be shifted between officers.
- c. Pre-Employment Training
 - i. Certification of completion of pre-employment training and licensing requirements for new hire employees shall be furnished to the COR prior to the start of employee performance. This notification may be in the form of an official letter, memorandum, or e-mail to the COR. All officers must complete the following training prior to assignment on post:
 - (a) Oregon and/or Washington State licensing requirements, including successful completion of firearms qualification course(s) of fire meeting requirements of state in which licensed shall be conducted and certified by the Contractor prior to using post-employment and other training allotments.
 - ii. Orientation training and task performance demonstration certification regarding proper use and techniques for handcuff application as well as proper use and techniques for Aerosol Self Defense spray application at the full range of use of force levels. This training shall be performed by an instructor with credentials accepted by the state in which the officers will be certified, for less-than-lethal/use of force, or through other certification means approved by the COR (e.g. – master use of force instructor certification, etc.). At the option of the Contractor, orientation training for handcuffs and/or Aerosol Self Defense spray may be waived if a new-hire security officer can provide documentation of training for handcuffs and/or Aerosol Self Defense spray occurring within 6 months prior to hire related to a previously held security, military, or law enforcement position. Such documentation shall become a part of the security officer's training record for pre-employment training.
 - iii. 16 hours of training directed towards use of locally used X-Ray equipment for officers assigned to a post which includes use of an X-Ray machine unless they can show documentation of training on a similar model X-Ray system in the previous 6 months and familiarization training on the X-Ray system utilized at BPA. Officers assigned to positions requiring use of hand held / walk through magnetometers must complete 8 hours of initial training.
 - iv. Red Cross or equivalent certification for First Aid and CPR, to include use of automated external defibrillator (AED).
 - v. Prior to assigning a newly hired officer as the primary security officers at any post, newly hired officers shall complete sufficient training including familiarization of all site BPA Posts and SOP's prior to post assignment. The Contractor shall provide post specific training and certification to officers. Officers must complete training and demonstrate sufficient knowledge and understanding of applicable SOP's, and demonstrate capability of performing all duties associated with the post. Newly hired officer security post certification shall be completed within 30 calendar days of initial post assignment. Security officers must demonstrate familiarity, knowledge and understanding of the duties of other posts having operational interdependencies.
- d. Post-Employment Training and other Training Allotments
- e. Post-Employment License and Certification Refresher
 - i. The Contractor shall provide refresher training to officers. Officers must maintain certification and qualification under requirements stated in section 16) of the SOW.

- ii. American Red Cross or equivalent CPR, First Aid and AED training shall be conducted to maintain certifications meeting training frequency requirements by the credentialing organization.
 - iii. 8 hours of annual refresher training on locally used X-Ray equipment for each officer posted to use the machine and 8 hours annual refresher training on hand held / walkthrough magnetometers.
 - iv. Annual security post certifications for security officers shall be accomplished through a process developed by the Contractor and approved in advance by the COR. Officers must maintain certification and demonstrate knowledge, skills, and abilities to adequately perform in the posts assigned. Initial security post certifications shall be required for currently employed security officers assigned to perform duties at a new security post.
- f. Firearms Training (16 hours)
- i. The Contractor must provide and maintain training outlined in order to develop and maintain the firearms skills of officers. This 16-hour block of training shall not include pre-employment or remedial training for officers who fail to qualify per state requirements. For remedial training see "Remedial Firearms Training". To the extent possible, the Contractor shall incorporate applicable elements of established Department of Energy training for firearms.
 - ii. Frequency of Training
 - (a) Firearms training shall be conducted quarterly in four (4) hour blocks and documented on the contractor training plan provided to the COR. The Contractor may combine two quarters of firearms training, to be conducted in a single quarter to provide skills development for current licensed and qualified officers. To the greatest extent possible, firearms training must be conducted in regular intervals throughout the year in order to limit the degradation of firearms skills of Contractor personnel from year to year.
 - iii. Live Fire Range Training
 - (a) A comprehensive firearms safety briefing shall be provided to all officers prior to commencement of firearms training. All officers shall be required to meet the following minimum firearms proficiency qualifications and training requirements:
 - (b) Using the state or other course of fire approved in advance by the COR, qualify one additional time, approximately 6 months after state required licensing is completed. This can be in conjunction with quarterly live fire training. All qualifications and attempts must be documented and pass or fail and scores must be retained in an officer's permanent record made available to the COR upon request.
 - (c) All officers shall attend not less than four hours of live fire range training approximately quarterly (except as noted for combining two 4 hour blocks). One 4 hour block of training shall be in the form of Confrontation Simulation (ConSim) training, or other forms of training approved by the COR.
 - (d) The Contractor may combine up to two (2) quarterly training blocks for a total of 8 hours of training to be conducted within one quarter for officers who may need a more focused, longer block of training (see "Frequency of Training"). This allowance may be used one time per officer per year for officers needing such training. Upon request, the Contractor shall provide documentation to the COR of all officers who receive quarterly combined training.
 - (e) Training hours may not be transferred from one officer to another.
 - (f) Each quarterly block of firearms training shall have clearly defined goals and objectives. Each officer must demonstrate satisfactory understanding and ability to perform the objectives of the training. The Contractor shall maintain a record documenting the goals and objectives of each quarterly training session and provide these to the COR upon request. The COR shall be notified of the results of all officers failing to demonstrate satisfactory skill levels with the elements of the provided training via email. During quarterly training periods the focus of

training may be on one or more of the below listed elements or additional elements proposed by the Contractor and approved in advance by the COR:

- (i) Use of cover
- (ii) Moving with a firearm
- (iii) Shooting on the move
- (iv) Low light shooting principles
- (v) Decision scenarios/confrontation-simulation
- (vi) Remedial Firearms Training
- (vii) Failing State Licensing Qualification Course of Fire
 1. If at any time an officer fails the required state licensing qualification course of fire, either for license renewal or in conjunction with the six month requirement noted in "Live Fire Range Training", BPA will consider the officer as not in compliance with the provision listed in the Statement of Work "Armed Certification and Credentials." The Contractor shall notify the COR as soon as practical when any officer fails a qualification course of fire. The Contractor shall have a period of 45 calendar days to conduct needed remedial training in order to bring the officer into compliance with this Statement of Work without additional cost to the Bonneville Power Administration. If the officer is not brought into compliance within the 45-day grace period, the officer will no longer be eligible for contract performance. The COR may extend the grace period if determined it is in the best interest of BPA.
- (viii) Failing to Meet Quarterly Firearms Training Objectives
 1. Officers who fail to meet quarterly training objectives shall receive remedial training in order to meet those objectives.
- (ix) Unsafe Firearms Handling
 1. Unsafe firearms handling, negligent discharge of weapon, or any other unsafe acts in conjunction with the handling, training or use of firearms shall be reported to the COR or other OSCO personnel within 1 hour or as soon as circumstances allow. Incidents, such as an accidental discharge, shall have a thorough inquiry accomplished by the Contract Manager in coordination with OSCO and the BPA Safety Office. A report of the inquiry, to include root cause, remedial actions, and any necessary remedial training shall be provided to the COR detailing corrective actions to be taken by the Contractor.
- (x) Defensive Tactics Training (8 Hours)
 1. Frequency and Scope of Training
 - a. All officers shall attend 8 hours of defensive tactics training on an annual basis. The training shall consist of the following elements unless otherwise approved in advance by the COR.
 - b. Handcuffing.
 - c. Aerosol Self Defense spray refresher
 - d. Take down and apprehension techniques to include Use of Force continuum scenarios.
 - e. Verbal Crisis Intervention (verbal commands for taking suspects into custody).
 - f. Weapons retention.
 - g. Officer safety and survival.

(xi) Other periodic training may include, but is not limited to the following:

1. Vehicle inspection techniques, DOE or equivalent.
2. OSCO subject briefings as needed.
3. Re-familiarization with applicable emergency and alarm response procedures.
4. Report writing.
5. Post documentation familiarization.
6. NERC CIP requirements and/or procedures.

(xii) Other Security Officer procedures.

1. Individual training classes conducted by the Contractor shall include the development of a training plan. Class training plans shall be maintained by the Contractor and made available to the COR upon request. Upon award of the contract, the class training plan format template shall be provided to the COR for approval. A class training plan shall include the following information (or other information approved by the COR):
2. Training purpose, scope, and objective.
3. Training methodology.
4. Training resource needs, to include identified instructors.
5. Training schedule.
6. Training curriculum.
7. Training evaluation criteria.
8. After actions report (AAR) upon completion of training. The AAR shall be used to evaluate the success of the training and identify follow-up actions needed.

iv. On the Job Training/ Career Development

(a) On The Job Training (OJT)

- (i) The Contractor shall furnish annual OJT to officers. Officers must demonstrate sufficient understanding, knowledge and capability to perform post duties. This training must address specific needs for conducting various day to day activities associated with post duties. OJT must be relevant to successful accomplishment of the BPA security mission. OJT must be conducted at no additional cost to BPA. BPA may request some types of OJT performed in addition to scheduled duty hours which may be considered "additional security services." BPA shall determine which types of OJT are "additional security services". The Contractor must maintain a record and roster of officers completing OJT. The Contractor must provide a certification statement of OJT annually to the COR. OJT shall include a review of the Contractor's firearms safety training program, DOE Vehicle Inspection Procedures, and may include, but is not limited to, the following:
- (ii) Post documentation review.
- (iii) Additional vehicle inspection techniques.
- (iv) X-ray and magnetometer techniques.
- (v) Information bulletins, instructions, post operations, Operations Bulletins, etc.
- (vi) Safety information.
- (vii) Supervisory/Management one-on-one training.
- (viii) Security Officer procedures/ post procedures.

- (ix) Emergency procedures.
- (x) Hazardous materials.
- v. Contractor Required Training and Briefings
 - (a) The Contractor may require individual employees to attend briefings, meetings, training or seminars relating to the specific conditions of employment under which officers are employed with the Contractor. These may include information pertaining to employee performance appraisals, employee benefits, Contractor policy, compensation policy, and other issues arising from time to time. To the extent practical these may be accomplished while the employee is posted on duty. However, the Contractor will exercise due diligence with respect to contractual position requirements to ensure all posts are filled with a security officer at all times.

7) CONTRACT EMPLOYEE REQUIREMENTS

- a. Officers must meet or exceed the following minimum criteria prior to post assignment:
 - i. Must be U.S. citizens.
 - ii. Must be at least 21 years of age to meet Oregon and/or Washington State Security Officer licensing requirements.
 - iii. Must possess a high school education or equivalency certificate.
 - iv. Shall be physically able to perform all assigned armed security officer duties, functions, and activities. Employees performing in security officer positions shall have the ability to do the following: stand on post for long periods of time (e.g. - an 12-hour shift with applicable breaks required by law); able to work outdoors during inclement weather or other conditions; able to walk uneven terrain during foot patrols; be able to legally and safely operate a motor vehicle; be able to lift up to 40 lbs. without assistance; able to be certified to perform cardiopulmonary resuscitation (CPR) and use an automated external defibrillator (AED); able to successfully pass firearms qualification and certification without physical assistance, including kneeling and other firing positions.
 - v. The Contractor shall provide each newly hired officer a physical examination at no additional cost to the Government or the employee prior post assignment, and every two years after initial hire. Officers must be cleared as physically able mentally and medically fit to perform their respective duties. The Contractor shall provide a list of current employee's the date of their last physical examination upon request by the COR.
 - vi. The Contractor shall maintain a drug-free workplace program. In addition, the Contractor's program shall include at a minimum, processes for the initial drug screening of new-hire employees and random screening for employees. Drug screening shall be a 5-panel drug test regimen. The Contractor must perform drug screenings upon written request by BPA. The Contractor shall provide initial (for clearance purposes) and random drug screening of the employee through their own established testing facility federally qualified to conduct drug screening. An electronic and/or hard copy of the test result shall be made available to the COR, or other authorized official determined by the COR or CO, upon request and, if necessary, forwarded to DOE for record of compliance.
 - vii. All employees shall speak English and be literate in English to the extent of reading and understanding printed regulations, detailed written orders, training instructions and materials, and shall be able to compose reports which convey complete information in English. Security officers shall be able to understand and perform basic computer keyboard operations relative to the operation of word processing and e-mail software (e.g. - MS Word and MS Outlook) and the cardkey access systems used by BPA (currently ProWatch).
 - viii. While on duty, security officers shall not supervise or attend to any other contract or duties not directly related to the performance of this contract without the advance written consent and approval of the CO

and Chief Security and Continuity Officer. Contractor employees shall not be current government employees.

b. Employee Background Checks

- i. Personnel will undergo HSPD-12 personal identity verification and background checks by BPA. Persons not meeting adequate security background requirements as determined by BPA will not be permitted to perform on BPA property.
- ii. Security officers must meet state criminal background check requirements for armed guard licensing in the state in which they are working.
- iii. Personnel must directly support North American Electrical Reliability Corporation Critical Infrastructure Protection (NERC CIP) standards (Standard CIP 006, Cyber Security – Physical Security of Critical Cyber Assets) and must undergo personnel risk assessments which BPA will conduct a minimum of every 7 years as outlined in requirements established in Standard CIP 004, Cyber Security – Personnel & Training.
- iv. Department of Energy, BPA Office of Security and Continuity of Operations, Contracting Officer or COR will periodically request information from officers holding L clearances to initiate and maintain security clearances of officers requiring such and performing duties on the BPA Security Services Contract. Any actions on the following process could occur:
 - (a) PERSEC receives information from PHYSEC COR for guard force that a clearance is needed for a Guard
 - (b) PERSEC will pre-fill out forms for signatures:
 - (i) OF 306 – Declaration for Federal Employment
 - (ii) DOE F 5631.18 – Security Acknowledgement
 1. Need updated Resume
 - (c) PERSEC will send forms to Guard for signatures, Guard to include updated Resume, and return all to PERSEC
 - (d) During this time the Guard need to go for drug test – send results to PERSEC
 - (e) PERSEC will send forward to DOE/HQ all forms and drug test
 - (f) DOE/HQ will review paperwork
 - (g) DOE/HQ will send Guard an email to fill out e-QIP (Electronic Questionnaires for Investigations Processing)
 - (h) Guard to follow instructions from DOE/HQ to complete e-QIP
 - (i) Once e-QIP is returned to DOE/HQ the investigation process starts
 - (j) Guard will be contacted by OPM Investigator for background interview and possibly people listed on e-QIP
 - (k) This process could take up to a year
 - (l) Once investigation is complete PERSEC will receive information from DOE/HQ that Guard is cleared or not
 - (m) If cleared
 - (i) Guard will be requested to complete a WBT- Comprehensive Briefing for Cleared Employees
 - (ii) Guard to send certificate from WBT to PERSEC
 - (iii) PERSEC will order new DOE Security Badge w/clearance level on it
 - (iv) PERSEC will fill out a SF-312 (Classified Information Nondisclosure Agreement
 - (v) PERSEC will set up time w/Guard to review and sign SF-312
 - (vi) Guard will set up a Card Pick-up appointment when new DOE Security Badge is checked in and Guard is notified

8) DUTIES OF THE CONTRACTOR

a. General

- i. The Contractor shall provide a highly qualified, professional security force. The Contractor shall take immediate action to correct officer performance, discipline and deficiency issues. The Contractor shall immediately report any termination of contract personnel via email to the COR

and the Revoke email group. If a termination is known or projected in advance, the COR shall be notified as soon as the Contractor is aware of the employee termination so the COR may take necessary, timely administrative actions.

b. Contractor Duties

- i. The Contractor shall protect lives and shall, within the limits of security officer authority, deter unauthorized use, loss, theft, trespass, espionage or sabotage of government property, material, and equipment, and Non-Government property and equipment located at BPA Facilities.
- ii. The Contractor shall have a well-developed continuity plan that will address the agency's needs for adequate security coverage in the event of a disaster. This continuity plan will be coordinated through the BPA OSCO COR and Continuity Office.
- iii. The Contractor shall implement all regulatory or compliance-based requirements such as BPA policies and directives, GSA and FPS building policies and practices, procedures associated with NERC CIP and DOE, or other requirements as directed by BPA.
- iv. The Contractor shall conduct access control according to current BPA policy, GSA building policy, CFR's, under direction from BPA's OSCO.
- v. The Contractor shall monitor facilities to which assigned, for fires, explosions, and other catastrophes by close observation of buildings, machinery, vehicles, electrical equipment, and personnel to identify unsafe or potentially unsafe conditions, or activities. The Contractor shall monitor facilities for the commission of thefts, assaults, robberies, or other violent crimes and report the same to Law Enforcement and OSCO personnel in accordance with developed procedures.
- vi. In the event of a fire, the Contractor shall monitor phone calls and radio transmissions, provide directional assistance to responding emergency service providers and if needed, provide traffic control/cordon control at the location of the fire and follow procedures associated with such a response.
- vii. The Contractor shall report all security incidents to OSCO and when occurring at BPA HQ building 905 to the FPS. The Contractor shall use the BPA standardized security incident report form (Form 5632.01e) for the submission of electronic security incident reports and shall use applicable forms supplied by FPS when necessary, unless otherwise directed by OSCO.
- viii. The Contractor shall patrol designated areas according to post duties as described.
- ix. Designated Shifts" identified in the SOW are general guidelines and may be adjusted with advance approval from the COR. The Contractor shall establish shift change procedures accommodating the ingress and egress of employees and other activities in such a manner ensuring posts remain covered. The Contractor shall also be responsible for accommodating administrative needs such as arming and disarming times for officers.
- x. The Contractor shall enforce BPA policies as described, and in a manner as required by the described post duties in this SOW, or as otherwise directed by OSCO.
- xi. The Contractor shall investigate security breaches and incidents occurring, at the direction of OSCO. Security incidents involving criminal activity, threats, violence, property damage, or any other serious or suspicious activity shall be reported to OSCO, Local Law Enforcement and FPS (when appropriate) as soon as it is safe and practical to do so. This includes notifications as needed to OSCO after hours through the designated Duty Officer. Security officer actions shall be conducted in accordance with appropriate laws and in conjunction with established BPA policies.
- xii. The Contractor shall provide employee escort services as directed by OSCO, the Contract Manager, or the security supervisor when employee safety issues arise or other circumstances exist warranting this type of assistance.
- xiii. The Contractor shall develop and maintain recall rosters to facilitate the contact of key management personnel and the recall of security personnel to duty in sufficient numbers to meet emergency

situations arising at BPA facilities. Recall rosters shall be maintained in accordance with the Privacy Act of 1974. Recall rosters shall be protected in accordance with BPA Information Protection Program standards, including proper marking, control, and storage of such documents. Recall rosters shall be submitted to the COR prior to the start date of contract services and be shall be updated by the Contractor and submitted to the COR on a monthly basis.

- xiv. The Contractor shall provide additional security personnel to provide security services for special events or emergency situations as needed and requested by BPA. These additional security services are not included as part of the inactive posts outlined in this SOW that may be activated during an increased threat level. Additional security services needed in each instance shall be for a minimum of 2 hours. To the extent possible, OSCO will provide advance notification via e-mail and/or phone call to the Contract Manager of any request for additional security services. OSCO shall provide the Contractor with specific security officer duties for each instance.
- xv. The Contractor shall supply an organization chart to the CO and COR as part of the transition plan. It will include the names of company officers, supervisors, managers, and other key organizational personnel assigned to the BPA contract with their business contact information. As changes in staffing occur, the Contractor shall provide updated organization charts to BPA.
- xvi. Security officers and security supervisors shall not be on duty for more than 12 consecutive hours or in excess of 60 hours per week unless approved in advance by the COR. The Contractor must allow for sufficient personnel rest between periods of work.
- xvii. The Contractor shall comply with all BPA policies to include Harassment Free Workplace and Standards of Conduct. BPA will provide these policies at the post-award orientation. The Contractor shall distribute to all officers. In addition, annual training required by BPA of all contract employees shall be conducted. Training must be approved in advance by the COR at no additional cost to the Government.
- xviii. The Contractor shall manage all training processes and requirements in accordance with this SOW.
- xix. The Contractor shall maintain training documentation sufficient to demonstrate officers have met all requirements for licensing, training, and annual security post certification. These records shall reflect the specific nature, scope and detail of on-post training and certification. Training records shall be made available to the COR upon request.
- xx. The Contractor shall develop and maintain hardcopy post books containing operational information, including but not limited to:
 - (a) Portions of the Statement of Work applicable to the post.
 - (b) General Orders as outlined in the Statement of Work.
 - (c) Post-applicable Standard Operating Procedures (SOP's), applicable CFR information, and other emergency plans applicable to the post.
 - (d) Short term briefing information, alerts, orders etc.
 - (e) Emergency call out lists (maintained under Privacy Act of 1974 and protected under BPA Information Protection Program standards).
 - (f) When available, BPA provided maps and building schematics.
 - (g) When available, operating instructions to include, but not limited to physical access control systems (PACs), card key readers, fire alarm panels, fire suppression systems, intrusion alarm systems, mechanical enunciator panels, and CCTV systems, and other operational equipment.

- (h) The Contractor shall conduct and document alarm system checks as directed by OSCO. Completed documentation shall be submitted to OSCO.
- (i) The Contractor shall safeguard information identified as sensitive, to include Official Use Only (OUO), Critical Information (CI), or Personally Identifiable Information (PII) in accordance with established BPA Information Protection Program standards.
- (j) The Contractor shall assist OSCO with evaluating the applicability of Protective Force requirements contained within applicable DOE Manuals that may be integrated into BPA's security program.
- (k) The Contractor shall have a retention plan to maintain a low turn-over rate of employees.

9) WEAPONS REQUIREMENTS

a. Weapons and Ammunition

- i. Unless otherwise approved in advance by the COR, the duty weapon shall be a semi-automatic pistol, of at least 9mm caliber with one loaded 15-round magazine. Armed security officers shall carry two additional 15-round magazine when on duty, unless otherwise approved by the COR. The pistol and ammunition selected must meet local, state or federal law enforcement specifications for performance.
- ii. The Contractor shall provide duty weapons as indicated above in a quantity to arm all officers on duty. A suitable quantity of spare weapons must be available in the event of breakage or emergency and to enable the arming of posts identified in this SOW as being not currently activated. A sufficient number of weapons must be kept readily available to provide four (4) officers weapons and ammunition in support of deployments to BPA field locations.
- iii. Sufficient magazines shall be readily available for duty issue, training purposes, breakage and emergency.
- iv. Ammunition shall be kept in sufficient quantities for duty issue, and shall be replaced no less than annually or due to identified risk of defect at no additional cost to BPA.
- v. Duty ammunition shall meet the same standards used by law enforcement agencies. (For Example: Federal Protective Service, Portland Police Bureau, or Multnomah County Sheriff's Office.)
- vi. Duty ammunition shall be rotated to range ammunition at least annually, requiring new ammunition to be supplied by the Contractor for duty use at no additional cost to BPA.
- vii. Holsters shall be at a minimum a level 3 retention holster, similar to what LE is currently using, requiring two separate actions to release retentions and draw the weapon. Example: an SSL sleeve or thumb break combined with a rocking motion.
- viii. All modifications and alterations to firearms require advance approval of the COR. All modifications shall be performed by factory certified or DOE certified armorers.
- ix. All weapons shall be maintained in clean and serviceable condition.
- x. Weapons shall be inspected at least annually by a factory certified or DOE certified armorer. Weapons inspections shall be documented and an electronic copy of the documentation forwarded to the COR.
- xi. Firearms shall be returned to the shift supervisor or a designated Weapons Safety Officer (WSO) at the end of each tour of duty. Prior to storing or re-issue of the firearm, the shift supervisor/WSO shall assess operational condition of the firearm by clearing the weapon, checking ammunition in magazines.
- xii. All weapons and ammunition shall be stored and locked in suitable lockers provided by the Contractor and approved in advance by the COR.

- xiii. The Contractor shall develop and implement an accountability process for weapons, ammunition, and other equipment such as, but not limited to, less than lethal weapons, radios, other operational equipment, etc.
- b. Firearms Policy Requirements
 - i. The Contractor shall develop and submit for approval to the COR a program plan for firearms safety, specific to the use of firearms in the performance of the contract. This shall be provided by the Contractor as part of the transition plan. Once approved, modifications to firearms safety requirements must be approved in advance by the COR.
 - ii. The firearms safety program shall be approved in advance by the COR and shall address, as a minimum, the following:
 - (a) A statement of policy and procedural outline relating to the safe use of firearms.
 - (b) Procedures for the arming and disarming of officers for duty/relief of duty. This shall include loading and unloading supervision of duty weapons by trained Weapons Safety Officers (WSO's).
 - (c) Procedures for inventory, accountability, and control of firearms by shift, as well as firearms maintenance and inspection, including a schedule denoting the frequency of these activities.
 - (d) Procedures for rotation/replacement/disposition of unserviceable weapons.
 - (e) Procedures for ammunition accountability, storage, rotation, disposal, and inspection.
 - (f) Policy for reporting accidents, incidents, unsafe conditions, and negligent discharges.
 - (g) Policy for correcting and preventing accidents, incidents, unsafe conditions, and negligent discharges.
 - (h) Policy for evaluating an officer's mental readiness to return to work following a use of force incident involving a weapon. A licensed Mental Health official must perform an evaluation of the officer's readiness before returning to work.
 - (i) Firearm safety briefing form completed by each officer during each live fire range training session. These forms (electronic or hardcopy) must be available for review by the COR upon request.
 - (j) The Contractor shall assign a professionally qualified individual responsible for conducting self-assessments of the Firearms Safety Program on an ongoing basis. Assessments shall be conducted at least annually. The results of these assessments shall be documented on a standardized Contractor supplied form listing date and time of assessment. Any findings shall be documented and shall be submitted to the COR electronically. The Contractor shall immediately correct any unsafe conditions discovered involving firearms safety. Firearms Safety Program violations, and a mitigation plan must be immediately brought to the attention of the COR. Assessment documents must be made available to the COR upon request.
- iii. Firearms Instructors / Armorers
 - (a) Firearms instructors may be security officers, Law Enforcement Instructors, supervisors or Contractor provided instructors designated by the Contractor to conduct firearms training. Firearms instructors shall be certified by the state for which officers are being trained or instructed. Guest or adjunct instructors may be used with advance approval of the COR.
 - (b) Armorers may be security officers, supervisors, or Contractor provided armorers designated by the Contractor to perform these duties. Armorers shall have completed factory training or DOE certification to inspect, modify, or repair firearms being used on the contract. The Contractor shall submit electronically to the COR the armorers' qualifications.
- iv. Administrative Handling of Weapons
 - (a) General

- (i) All administrative firearms handling shall be performed in a manner consistent with safe and accepted practices. Firearms shall be treated as if they were loaded at all times. Weapons shall be confirmed as unloaded in accordance with established procedures.
- (b) Loading and Unloading Weapons
 - (i) Procedures for the loading and unloading of firearms shall be developed by the Contractor and approved by the COR as part of the weapons safety program. Changes to procedures shall be submitted for approval by the COR prior to implementation. Arming and disarming procedures shall be posted in plain sight at each designated arming station.
- (c) Less Than Lethal Weapons/Equipment
 - (i) Aerosol Self Defense Spray – All security officers shall carry Aerosol Self Defense spray in an approved holder located on their duty belt while on duty.
 - (ii) Handcuffs – All security officers shall carry a minimum of one set of handcuffs in an approved handcuff case located on their duty belt while on duty.
 - (iii) The Contractor shall provide and maintain sufficient quantities of these devices as readily available to all security posts.
 - (iv) New security officers shall receive appropriate orientation training and task performance training on the proper use of applicable less than lethal devices prior to assuming any security post.

10) COMPANY REPRESENTATIVES AND SUPERVISION

- a. Qualifications of key personnel:
 - i. The Contractor shall identify, by name, key management, supervisory, and instructor personnel. Unless otherwise approved by the CO and COR, requisite qualifications are as follows:
 - (a) Management/Contract Manager – Shall have a minimum of four (4) years' experience in the management of security services contracts.
 - (b) Supervisors – Shall have a background and experience including a minimum of four (4) years associated with a security, military police, or law enforcement career. Refer to section 21) Company Representative, Para. c) Of this SOW for further requirements.
 - (c) Instructor – Shall have professional credentials consistent with performing in the capacity of an instructor. Credentials include state certification or accreditation, Department of Energy certification, or other certification, approved by the CO and COR. Additionally, instructors shall have a minimum of four (4) years' experience in a security, military, or law enforcement career.
 - ii. Company Representative
 - (a) The Contractor shall provide a Contract Manager. The Contract Manager shall be dedicated solely to the performance of this contract and will not be assigned to any other contracts. The Contract Manager may appoint a supervisor to act in place of the Contract Manager as needed for temporary absences. OSCO will retain final oversight and decision-making authority over security operations.
 - (b) The Contract Manager shall assist OSCO with the development of security procedures and policy.
 - (c) The Contract Manager shall maintain proper discipline, appearance, conduct, professional bearing and demeanor of all officers and supervisors.
 - (d) The Contractor shall provide supervision focused on the day-to-day contract performance of officers. Supervision shall also be the direct liaison to the Contract Manager and OSCO for

security operations. Supervisors shall assist with training (post certification, OJT, etc.) as necessary

- (e) The Contractor shall provide one twenty-four hour per day, seven day per week supervisor at the Ross Complex and supervisors assigned to BPA HQ, Celilo and the Munro Complex for 12 hours per day, Monday through Friday (except holidays). The supervisors shall be responsible for supervising officers performing duties at the various locations at specified times as noted in "Designated Coverage."
- (f) Supervisors shall be certified as a supervisor by the state in which supervisory work is to be performed if required. Supervisors will have demonstrated the knowledge, skills, and abilities necessary to successfully perform the duties of the Security Supervisor position including, but not limited to, the following:
 - (i) Resolution of security related issues.
 - (ii) Management of dynamic, evolving emergency or security incidents.
 - (iii) Liaison with law enforcement agencies, client personnel, and other customers.
 - (iv) Coordinating and ensuring training completion of officers assigned.
 - (v) Outside the hours outlined for a designated security supervisor the security supervisor from the Ross Complex will perform this function for the Headquarters. Duties of the Ross Complex security supervisor are outlined in the Statement of Work.
 - (vi) Shift supervisors may relieve security posts for designated break periods only when there are no other alternatives (e.g. - patrol, etc.) available.
 - (vii) The supervisor shall inspect all assigned officers/posts at least once per shift. Each officer/post inspection shall be entered in the Security Officer Report (SOR) and initialed by the inspecting supervisor. SOR's shall be made available electronically to the COR upon request.
 - (viii) If a Security Officer is not available to be posted at the beginning of a shift the Contractor Supervisor shall call the Physical Security Duty Officer, OSCO personnel or COR and provide the expected timeline and plan to restore coverage of the post.
 - (ix) Alternate shift supervisors shall serve in the absence of a designated Shift Supervisor. The alternate shift supervisor must meet the criteria stipulated for "Supervisor."

11) SECURITY SUPERVISOR PROCEDURES AND DUTIES

a. General Description

- i. The supervisor is responsible for ensuring completion of security officer training and proper management and maintenance of all security posts listed in this SOW. Supervisors shall not supervise any security posts associated with other contracts. Shift Supervisor's shall be armed.
- ii. Designated Coverage
 - (a) Ross Complex
 - (i) All Shifts 24 hours a day, 7 days a week unless otherwise approved by the COR, one supervisor shall be on duty and responsible.
 - (ii) Ross Supervisor Supervision of Portland Headquarters
 - 1. Monday through Friday from 1800 – 0600, Weekends and Holidays provide supervisory duties.
 - (iii) Portland Headquarters
 - 1. Monday through Friday, except holidays, from 0600 – 1800 hours, unless otherwise approved by the COR, one supervisor shall be assigned to and responsible for Portland Headquarters.

(iv) Celilo Complex

1. Monday through Friday, except holidays, from 0800 – 1600 hours, unless otherwise approved by the COR, one supervisor shall be assigned to and responsible for the Celilo Complex.

(v) Munro Complex

1. Monday through Friday, except holidays, from 0600 – 1800 hours, unless otherwise approved by the COR, one supervisor shall be assigned to and responsible for the Munro Complex.

b. Supervisor Duties

- i. Supervisors shall not have other responsibilities not related to this contract. Supervisors shall be responsible for the following:
 - (a) Providing a formal briefing for security officers at the beginning of each shift. This shall include, but is not limited to, pertinent pass-down information, security alerts, or termination advisories.
 - (b) Ensuring posts remain staffed as required. Provide suitable replacements to staffing as needed.
 - (c) Notifying the Contract Manager and OSCO if the Contractor is unable to provide coverage for a post.
 - (d) Providing back-up assistance to security officers as needed. If additional assistance is needed, the supervisor shall immediately ensure Federal Protective Service (FPS) or local law enforcement, and OSCO, is notified as appropriate.
 - (e) Ensuring familiarity with the duties and responsibilities of the posts under their supervision.
 - (f) Ensuring post books at each post are kept current and all officers are knowledgeable regarding information contained in the post book.
 - (g) Conducting tests of security system equipment, in accordance with written plans and SOP's. A written report of the results of testing shall be provided to OSCO electronically.
 - (h) Ensuring completion of Annual Post Certification Tests, Limited Scope Performance Tests (LSPT's), Alarm Response and Performance Tests (ARAPT's), and other security exercises as indicated in established plans and SOP's. This includes coordination with the Contract Manager and OSCO, if necessary, as well as documenting, maintaining, and tracking written evaluations associated with these performance tests, identifying and making any needed corrective actions.
 - (i) Gathering, reviewing, and submitting security incident reports and forms prepared during the shift. The submission of reports and forms shall be coordinated with the Contract Manager and COR. Forms/reports shall be filed electronically in appropriate folders on BPA networks and as directed by OSCO personnel.
 - (j) Reviewing documentation maintained by posts. Ensuring documentation is maintained and submitted in accordance with directives established by OSCO. This includes, but is not limited to Security Desk Blotters, applicable visitor documents and logs, NERC CIP compliance documentation and records.
 - (k) Coordinating with the Contract Manager to provide verbal briefings to the COR, other OSCO staff, or the Chief Security Officer regarding significant security-related events as needed.
 - (l) Ensuring timely notification is made to the relevant Facilities Management office concerning buildings and/or grounds-related issues

- (m) Ensuring notification is made to the Contract Manager and OSCO Physical Security Duty Officer, if necessary, regarding security incidents occurring after normal duty hours as soon as safely possible.
- (n) Conducting an inspection of each security officer prior to posting. This inspection shall include at the minimum:
 - (i) Ensuring personal appearance of security officers is acceptable in accordance with established policies. Ensuring each security officer is properly licensed and equipped with the necessary inclement or warm weather garments. Ensuring all officers on duty possess a valid DOE/BPA identification badge for display.
 - (ii) Ensuring each officer is fit for duty. The Supervisor shall not allow any security officer to stand post if he or she appears to be under the influence of alcohol, drugs, medication, or other intoxicants. The supervisor shall not allow any security officer to stand post without sufficient rest.
 - (iii) Providing a shift briefing regarding any relevant issues brought forward from previous shifts, such as post orders, special notices, access restrictions, etc.

12) GENERAL SECURITY OFFICER CONDUCT (General Orders, Section I)

- a. All security officers shall be held to the highest standards of professional conduct, appearance, and performance. BPA does not grant or authorize any use of force or exercise of authority not permitted under the state laws governing the actions of security officers. This section is applicable to post descriptions as noted and shall be included with each post book.
- b. Use of Force
 - i. Security personnel shall, at all times, attempt to perform their duties with the minimum force necessary. Applicable laws regarding the use of force shall be observed at all times.
- c. Literature
 - i. Only authorized reading material approved by the COR or OSCO may be read on post. Newspapers, magazines, novels, or other personal reading material, both hardcopy and electronic in nature, are not authorized.
- d. Personal Audio/Video Equipment and Personal Cell Phones
 - i. Personal audio players, video players, and televisions are not authorized for use at any post. Personal cell phones shall be limited to emergencies and necessary family communications while on post, during the performance of an officer's or supervisor's duties. Changes in the use of these types of equipment must be approved in advance by the Contract Manager and COR. The authorized use of any personal equipment shall not interfere with the operation or professional appearance of the post.
- e. Appearance
 - i. Security officers shall present a professional appearance at all times with the uniform clean and pressed.
- f. Socializing
 - i. While on post, security officers will maintain a professional and polite demeanor, and shall not become engaged in lengthy, protracted or disruptive conversations with visitors, employees, guests, or other officers. If a guest, visitor or employee becomes distracting, the supervisor shall be notified and the supervisor shall notify the Contract Manager and OSCO.
- g. Emergency
 - i. Security officers at all posts shall take immediate action such as calling local law enforcement (to include FPS when appropriate), fire department, and OSCO for assistance when a situation is discovered presenting an immediate danger to life and/or property. Threatening individuals,

confirmed building intrusions, fire, broken water/oil lines are some examples. Other non-emergency matters are to be referred to the Contract Manager and OSCO for assistance.

h. Observance / Situational Awareness

- i. All supervisors and security officers shall maintain a high level of situational awareness and be observant for any suspicious activity. When feasible, officers shall attempt to identify suspicious personnel and observe and report any information that reasonably can be obtained such as:

- (a) Name, address, or any other identifying information
- (b) Physical description
- (c) Vehicle description
- (d) Vehicle license number
- (e) Direction of travel
- (f) Statements made by suspects or individuals
- (g) Other information useful in an investigation

i. Demeanor

- i. All security officers shall maintain a polite and friendly demeanor while on post. Officers are authorized to use a command voice or assert officer presence in order to carry out their duties when necessary. Officers shall not engage in disruptive or malicious conversations or behavior while on duty.

j. Arrests or restraints

- i. Arrests and restraints shall be applied according to the laws of the state in which the incident occurs. Security Officers shall not sign civil or criminal complaints on behalf of BPA.

k. Officer Safety

- i. Security officers shall exercise caution at all times and under all circumstances. The primary function of security officers is to observe and report incidents and suspicious activity. Officers shall take appropriate actions as necessary, in accordance with the appropriate laws, to maintain the safety and security of client personnel and property. Officers shall seek assistance from other security officers, FPS when appropriate, local law enforcement, and OSCO when needed.

l. Security Officer Reports

- i. All security officers shall maintain a Security Officer Report (SOR) of activities during their assigned shift. This report shall be specific regarding times actions were taken and inspections conducted. The time and name of the supervisor making the supervisory inspection shall be recorded in this report. The report shall be submitted to OSCO at the start of the next regular work day for review, unless otherwise directed by the COR. Written reports are not for general reading and are to be kept secure at all times. For designated posts, the Security Desk Blotter shall be used in place of the SOR. Significant activities performed by the Security Supervisor shall be entered on the appropriate Desk Blotter. Supervisors relieving officers for breaks or other reasons shall make annotations on the relieved officer's SOR.

m. Communication

- i. Contractor-issued cellular phones and BPA landlines may be used as secondary means of communication when primary means of communication are not available.

13) DELIVERABLES AND PERFORMANCE

- a. Article I, Table 1
- b. Listing By Appearance In Statement Of Work

<i>Due Date</i>	<i>Subject</i>	<i>Destination</i>	<i>Other Information</i>
At Award	Weapons Storage Approval	COR	
At Award	Certificate of Authority	COR/CO	
At Award	Personnel Secret Security Clearance Initiated	Personnel Security	
At Award	Certificate of Good Standing	COR/CO	Executive Order 12829
At Award	DOE Facility Security Clearance	COR/CO	SF328
90 Days after start of Contract	SOPs	COR	
Quarterly	Officer Evaluation of SOP	COR	At the end of each Fiscal Year Quarter
As Updated or Annually whichever is first	Updates to SOP	COR	
At Award/Annually	Annual Training Plan	COR	
Prior to Post Assignment Provide documentation upon Request	Certification of Pre-Employment Training	COR	
Conduct as Required/Provide Documentation Upon Request	Post-Employment Licensing and Certification Refresher	COR	
Upon Request	Documentation of Qualification Attempts	COR	
As Required	Combined Quarterly Training	COR	
Upon Request	Training Goals and Objectives	COR	
Upon Completion	Results of Quarterly Training	COR	

<i>Due Date</i>	<i>Subject</i>	<i>Destination</i>	<i>Other Information</i>
As Required	Notification of Failure to Qualify	COR	
As Soon As Safely Possible	Report of Unsafe Act	COR	
As Required	Remedial Action Plan for Preventing Future Unsafe Acts	COR	
At Award	Class Training Format	COR	
Upon Request	Class Training Plan	COR	
Upon Request	OJT Report	COR	
Upon Request	Documentation of Medical Exam	COR	
Upon Assignment	Documentation of Criminal History Check	COR	Letter Signifying Acceptable Criminal History Check
As Required	Email Notification of Employee Terminations	COR	Email to COR email box
As Required	Security Incident Reports	OSCO/FPS	
At Award of Contract and as updated as Changes Occur	Company Key Personnel and Officer Recall	COR	
Prior to Award of Contract	Organizational Chart	COR/CO	
Upon Request	Training Records	COR	
Upon Request	Post Books	COR	
As Required	Security Alarm Checks	COR/Security System Administrator	
As Required	Firearms Modification Approval	COR	

<i>Due Date</i>	<i>Subject</i>	<i>Destination</i>	<i>Other Information</i>
Upon Request	Weapons Inspection Documentation	COR	
Upon Request	Weapons/Ammunition/Equipment accountability documentation	COR	
At Award of Contract	Firearms Safety Program	COR	
Annual on date of Contract Award	Firearms Safety Program Assessments	COR	
Upon Request	Firearms Safety Briefing	COR	
As Required	Guest Firearms Instructors	COR	
As Required	Armors Qualifications	COR	
At Award of Contract	Firearm Load/Unload Procedures	COR	
As Required	Supervisory Post Check Documentation	COR/SOR	
As Required	Post Books, Forms, Tests, Reports, SORs, Compliance Documents	COR	
As Required	Shift Schedule Changes	COR	
As Required	Performance Assurance Training Elements	COR	
Annually	Annual Self-Assessment	COR	
14 Business Days after Assessment Completion	Annual Self-Assessment of Adherence to SOW Report	COR	
120 days following	Performance Testing	COR	

<i>Due Date</i>	<i>Subject</i>	<i>Destination</i>	<i>Other Information</i>
Award of Contract	Methodology		
Twice Monthly	Performance Tests, (Security Exercises to include verbal questions or actions taken)	COR	Conduct and Document on LSPT/ARAPT Log

14) SHIFT AND POST REQUIREMENTS

- a. The Contractor shall furnish security officers for the designated posts and shifts as described in post descriptions. When BPA deems necessary, the Contractor shall furnish security officers for posts identified in the SOW, but not currently active as identified in this SOW. The Contractor may submit alternative shift schedules to the COR, and upon written approval in advance, may implement the approved schedule. A copy of the specific post description and requirements as noted in the applicable sections shall be provided to each post for officer reference. Additionally "General Security Officer Conduct" and "General Post Requirements" shall be provided to each post.
- b. Shifts
 - i. Posts described as 24 hours per day shall be staffed as eight-hour posts. No officer shall be posted for greater than 12 hours in a 24 hour period except in emergencies following coordination with OSCO Staff. The Officers must have no less than 8 hours away from work between shifts. Exceptions for emergency circumstances shall be evaluated for approval by the OSCO Staff or COR.
- c. Shift Requirements
 - i. The Contractor shall staff shifts to optimize security coverage throughout the workday and overnight hours. Shifts shall be scheduled in such a manner to avoid lapses or voids in security coverage during the times of the day that employees are coming to work, breaking for lunch, or leaving the work place. Changes to shift requirements may be adjusted by the Contractor in coordination with COR and meeting BPA requirements. Changes shall be evaluated for efficiencies of operation and any cost implications.
 - ii. Under the direction of the shift supervisor, security officers shall obtain all necessary equipment prior to assuming the duties of their assigned post. Appropriate logs, forms and control rosters shall be filled out noting the issuance of such equipment.
 - iii. "General Security Officer Conduct" expectations shall be observed while officers are on shift.
 - iv. Personnel shall not consume alcohol, drugs, or other products that may negatively impact judgment or physical response as necessary to carry out the duties within 8 hours of duty. Personnel taking prescription drugs causing drowsiness, caution use while operating machinery, or driving a vehicle shall inform their supervisor within 1 calendar day of prescription and may require a medical release in order to resume duties.
 - v. Security officers and supervisors expected to operate motor vehicles as part of their duties shall be in possession of a valid state-issued driver's license at all times while operating such vehicles. Officers assigned to positions not requiring operation of motor vehicles nor having to drive while working on the BPA Security Services Contract shall be in possession of federally issued identification and are not required to be in possession of state issued driver's license.
 - vi. At all times while posted, security officers shall ensure persons entering BPA controlled property and moving about BPA controlled property properly display appropriate identification.

- vii. If an employee refuses to display identification properly, the security officer shall immediately inform the shift supervisor, document the incident, and perform other actions in accordance with established SOP's. The Contract Manager and OSCO shall be notified immediately.
- viii. If the security officer perceives a threat to BPA property or personnel, the officer shall take appropriate actions to manage the threat. The Contract Manager and OSCO shall be notified immediately
- ix. Security officers shall complete Security Incident Reports when directly involved in a response or perform follow up to a response. This includes incidents where the officer or supervisor is a witness. Security Incident Reports shall be submitted prior to officers involved being released from duty.
- x. Security officers shall fill out electronic or hardcopy (or both) Security Officer Report (SOR) for each shift noting security officer activities. The SOR shall note when the officer came on duty, patrolled specific areas, took breaks, lunch, or other information confirming appropriate security activity. Security officers and supervisors shall maintain electronic or hardcopy (or both) SOR notebooks to record information, assist in preparation of incident reports, and for possible use in court.
- xi. Security officers shall perform inspections of visitors' bags, briefcases, boxes, other hand-carried items, and vehicles upon entry as outlined by SOP's, or otherwise directed by OSCO.
- xii. Security officers shall enforce BPA security policies as noted in post duties, post orders, and BPA or Contractor provided SOP's as approved by OSCO.
- xiii. Security officers shall be familiar with BPA bomb threat, medical, and fire response instructions. SOP's shall be prepared to respond and assist, as required, during an emergency.
- xiv. Security officers at entry points shall inform visitors that firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor or Contractor is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The officer shall immediately report the incident to the Security Supervisor, FPS (for incidents occurring at BPA HQ), the Contract Manager, and OSCO.
- xv. Security officers shall be familiar with designated NERC CIP controlled areas at their post locations and must be familiar with access and response requirements for those areas.

15) SAFETY REQUIREMENTS

- a. The COR, designated field inspector, or any BPA employee or contractor may cause any work to cease if any safety violations are observed. No further work will be allowed until such time as the situation is resolved.
- b. The Contractor shall provide to the COR, prior to the start of the contract, a Material Safety Data Sheet on products the Contractor will be bringing to the job site that employees may be using, exposed to or which may be stored on the site. Prior to performance on this contract, a Site Specific Safety Plan (SSSP) must be submitted in writing to the COR to address typical and routine tasks required under this contract. In accordance with Clause 15-13, Contractor Safety and Health Requirements, any additional authorized services involving exposure to potential high-hazards, as determined by the COR, shall require the submittal of a supplemental Site Specific Safety Plan in writing prior to work starting on those high-hazard tasks. The SSSP is subject to review and approval by the BPA Safety Office. Changes in work procedures or added work sequences not initially specified in the SSSP shall require an update and will generate a new review and approval process for the updated analysis or plan.
- c. All applicable Federal, Government and local safety requirements shall be observed by the contractor and its employees.

- d. Many BPA facilities are energized and could pose risk to the life and safety of any Contractor personnel who enter such areas. Security contract personnel who are trained and hold a Contractor Non-Electrical Worker Permit may be allowed in areas requiring Permit without escort of BPA personnel. Personal Protective Equipment Required for Entering areas requiring the Permit:
 - i. White Hard Hat. Hard hats approved by the Administration shall be worn by ALL PERSONS in the following locations and conditions except for work inside transformers, power circuit breakers, under vehicles, or in similar restricted/protected situations.
 - (a) In fenced substation yards and other designated hard hat areas.
 - (b) When engaged in or when in the close proximity of outdoor work or in all areas where there is exposure above head level to moving equipment, work, or material handling.
 - (c) Persons working at elevated locations more than 4 feet above the ground and utilizing fall protection PPE shall wear a BPA approved climbing style helmet attached with chin strap.
 - ii. Identification/Color-Coding System. To distinguish between Qualified Electrical Employees and others, **YELLOW** hard hats will be restricted to holders of *Electrical Worker Permits*. Additional hard hat colors utilized on the BPA system are:
 - (a) **BLUE**: Riggers
 - (b) **RED**: Construction Equipment Operators
 - (c) **GRAY**: Carpenters (Note: Due to gray being unavailable in a climbing style helmet, white shall be substituted.)
 - (d) **WHITE**: All Others
 - iii. Protective Footwear. Appropriate footwear that provides adequate support and protection to the foot, toes and ankles for the work being performed shall be worn. Lace-up, over the ankle leather boots with rigid sole and heel meeting ASTM F 2413-11 with an EH Rating or ASTM F 2413-05, Class 75 with EH rating shall be worn in all work areas where hard hats are required and other areas as determined by a supervisor. Supervisors have the responsibility for assuring that appropriate footwear is worn. Employees have the responsibility to wear appropriate footwear for the job.
 - iv. Arc Flash (FR) Clothing:
 - (a) Arcing from faulted components can occur when working on or near energized circuits. In some cases, this arcing will expel molten metal and can produce enough heat to cause burns to a worker and ignite clothing. BPA's goal is to establish requirements that protect workers from the onset of 2nd degree burns (1.2 cal/cm²), but not overprotect to the point of causing restricted/inhibited visibility, heat exhaustion, and inability to perform work. Arc-rated clothing has a rating corresponding to the minimum Arc Thermal Protection Value (ATPV) which prevents the onset of 2nd degree burns.
 - (b) To maintain conformance with Federal OSHA work standards BPA has adopted the policy of protecting workers from the hazards of arc flash by requiring minimum clothing rating of 8 cal/cm² for those who may be exposed to arc flash hazards normally found in the energized area of BPA substations. This clothing must be worn by contract workers anytime they are in the energized area of the substation yard. The boundary for this requirement is from any control house door exiting into the energized substation yard or from the substation gate entering into the energized substation yard.
 - (c) Therefore, if the contract worker must enter the energized substation yard to work the minimum requirements for arc rated clothing must be met. Long sleeve coveralls with a rating of 8 cal/cm² can be utilized in lieu of rated pants and long sleeve shirt. Any jackets or rain gear worn also needs to meet the minimum rating of 8 cal/cm².
 - (d) Arc Rated clothing with a minimum rating of 8 calories/cm² shall be worn inside of energized substations or when an employee is performing work which may expose them to an arc

hazard. The wearing of clothing and footwear made from acetate, nylon, polyester, or rayon either alone or in blends (unless labeled with an Arc Thermal Protection Value of 8 cal/ cm² or greater) is prohibited alone or under arc rated clothing when an employee may be exposed to the hazards of electric arcs or flames. Long sleeve arc rated shirts shall be worn with sleeves rolled down and shirts tucked into pants.

- v. Contractor Non-Electrical Worker Permit: Contractor employees performing security services at the Eugene Starr Complex or while deployed to a Substation under this contract may be required to successfully pass the Non-Electrical Worker Permit examination, pass the Substation Electrical Hazard Awareness Training and Tour, and pass NERC-CIP Field Training. BPA reserves the right and option to provide an escort in lieu of above requirement.
- vi. Celilo Special Risk Plan
 - (a) BPA's Celilo facility has had extensive mercury contamination as a result of the use and maintenance of mercury arc valves (rectifiers) employed at the facility from 1970 to 2004. Most of the interior of the building is now mercury free. Background concentrations of the toxic element are extremely low minimizing the risk of future health concerns from inhalation. However, care should be exercised during future renovation should encapsulated locations be disturbed. Any drilling, cutting, or floor demolition should be accompanied by monitoring to ensure that contractors are not unnecessarily exposed to brief albeit elevated local vapor concentrations.
 - (b) The contractor shall review the *Post-Abatement Clearance Report for Phase 3 Mercury Abatement Areas at Celilo Converter Station, The Dalles, Oregon*, dated October 11, 2013. The report will be provided to the contractor by the COR.
 - (c) 29 CFR 1910.1200 Mercury Hazard Communication Training will be conducted and documented for officers that will work at the Celilo DC Converter building.

C) SECURITY SERVICES AT THE BPA HEADQUARTERS

1) General

- a Standard security officer procedures shall apply to all HQ security posts. Shift hours may be adjusted through the approval of the COR. All posted officers and patrols assigned to the BPA Headquarters shall be knowledgeable of building evacuation, shelter-in-place procedures, and other contingency procedures.
- b Questions about physical security and access control policy shall be deferred to the HQ's Physical Security Specialists.
- c Parking Garage Entrance Bollard System Operation
 - (i) Security officers must understand the safe operation of the garage entrance bollard system prior to assignment to posts 1, 2, 8 or 9. Officers shall not operate the garage entrance bollard system unless properly trained.
 - (ii) Training required to operate the bollard system shall be conducted by security supervisors or training personnel ensuring adequate understanding of the safe operation of the system according to the policies and procedure established in this SOW and SOPs developed by the Contractor.
 - (iii) Training for bollard system operation shall be documented on the individual security officer's training record. Security officers required to operate the bollard system must demonstrate the ability to safely do so prior to assuming duties of the post. Procedures for operating the bollard system shall be placed at each applicable post.
 - (iv) Bollard system operating hours under non-emergency conditions
 - (a) From the hours of 1800 – 0600, Monday through Friday, bollards shall remain engaged in the up position with the parking garage doors closed.

- (b) From the hours of 0600 – 1800, Monday through Friday, bollards shall remain engaged in the down position with the parking garage doors open.
- (c) During weekends and holidays, bollards shall remain engaged in the up position with the garage door closed at all hours.
- (d) OSCO may direct changes in use of the bollard system as needed.

2) Headquarters Security Post 1

a Description of Post

- (i) HQ Post 1 is located at the security console located in the main lobby of the BPA Headquarters Building. HQ Post 1 is a one-person post, operated by an armed, uniformed security officer 24 hours per day, 7 days per week. The security officer shall be equipped with a portable radio, flashlight, and other equipment necessary to perform building security services. The officer shall be trained and competent to operate the bollard system during normal and emergency operations. The primary responsibility of this post is to monitor and control personnel access through the use of CCTV, cardkey physical access control systems (PACS), and manual processing procedures.

b Designated Shifts

- (i) This post shall operate 24 hours per day, seven days per week. The post shall have three shifts per day.

c Post Duties

- (i) Officers shall perform the following:
 - (a) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - (b) Monitor the CCTV and PACS for the BPA Headquarters. Allow access after normal business hours only to persons with valid BPA or other approved identification, or, individuals or groups approved for access and authorized by OSCO. BPA and Contractor personnel must present their ID badges to the lobby access portal to gain building access past HQ Post 1. Guests of employees and all visitors are required to follow established procedures for visitor access. All persons entering the building are subject to screening.
 - (c) Require all visitors and guests to be identified via government issued photo ID and to sign in and obtain a visitors badge. Ensure visitors and guests are screened properly before entry.
 - (d) Dispatch and monitor Headquarters security posts and patrols for various situations that may arise.
 - (e) Maintain radio or alternate communications and conduct security status checks with posts and patrols assigned to the BPA Headquarters on an hourly basis during daylight hours and every 30 minutes during hours of darkness or increased security posture.
 - (f) Monitor and respond to all building alarms for the Headquarters Complex in accordance with designated procedures. This includes door alarms, intrusion alarms, duress alarms, computer room alarms, and fire alarms. For the ProWatch system, this post shall maintain an event log of alarm activity.
 - (g) Process and maintain visitor access requests and administer visitor access procedures. Temporary badges shall be issued for cleared visitors as well as BPA and Contractor employees who do not have their Government issued identification. Prior to issuing a temporary local site specific only (LSSO) badge, appropriate procedures shall be followed based upon the status of the individual (i.e. foreign national, escorted/unescorted access, etc.). Any BPA Temporary badge issued must be returned upon the employee or visitor's departure from the building.

- (h) Maintain the electronic Headquarters Security Desk Blotter, listing security-related activity and information for a 24-hour time period. The Contractor shall submit the blotter for review as determined by OSCO.
 - (i) Maintain communications with FPS via established procedures.
 - (j) Maintain open communication with contract security officers for the 911 building regarding pertinent security incidents, events, or information which may impact the 911 building, personnel, or protective force.
- 3) Headquarters Security Post 2
 - a Description of Post
 - (i) This post is a roving patrol encompassing the Headquarters complex. This is a one-person post, operated by an armed, uniformed security officer 24 hours per day, 7 days per week. The security officer shall be equipped with a portable radio, flashlight, and other equipment necessary to perform the required security services. This security officer shall be trained and competent to operate the bollard system during normal and emergency operations according to section 25.b of this SOW. The primary responsibility of this post is to conduct security patrols of the interior of the Headquarters (905) building, the exterior of the East Side Federal Complex (905 and 911 buildings).
 - b Designated Shifts
 - (i) This post shall be 24 hours per day, 7 days per week and shall have three shifts per day.
 - c Post Duties
 - (i) Officers shall perform the following:
 - (a) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - (b) Conduct a minimum of two foot patrols each shift throughout the interior of the Headquarters building and the 911 building fitness center (BPA Club Fed) area at random frequencies, unless otherwise directed by the security supervisor, Contract Manager, or OSCO. These patrols shall be recorded on an electronic or hardcopy SOR. Perform general security checks of all areas patrolled. During interior patrols particular attention shall be given to sensitive areas such as JTS rooms and the Duty Scheduling Center (DSC) due to NERC CIP requirements associated with the DSC.
 - (c) Conduct a minimum of two foot patrols per shift of the exterior of the Headquarters building and the 911 building (exterior area comprising the East Side Federal Complex) at random frequencies, unless otherwise directed by the security supervisor, Contract Manager, or OSCO.
 - (d) Conduct patrols, or other security measures of internal Headquarters building parking levels in basement levels B-1, B-2, B-3, and B-4.
 - (e) Conduct patrols as otherwise directed by the security supervisor, Contract Manager, or OSCO.
 - (f) Enforce building rules and regulations and perform other duties as directed by special orders, Operations Bulletins, or verbal instructions from security supervisors, the Contract Manager, and OSCO.
 - (g) Enter all incidents in the electronic or hardcopy Security Officer's Report (SOR) and report all incidents and suspicious activity to HQ Post 1 and/or the security supervisor through the most expeditious means possible. Provide written reports as required.
 - (h) Direct persons with lost and found items to OSCO, or take custody of items brought to the post and turn them in to OSCO.

- (i) Respond to alarms as dispatched by HQ Post 1, the security supervisor, Contract Manager, OSCO, or FPS. Request assistance if necessary. Log and report all alarm incidents on the electronic or hardcopy SOR. Response to security alarms for the Duty Scheduling Center (DSC), JTS rooms, BMS room, or Personnel Security Office shall be priority.
 - (j) Respond to other security-related events as directed by HQ Post 1, the security supervisor, Contract Manager, or OSCO.
 - (k) Provide officer break relief or post assistance as directed.
 - (l) Perform patrols at random frequencies in an effort to not establish a pattern.
 - (m) Perform other duties as assigned by the security supervisor, Contract Manager, or OSCO
 - (n) Maintain radio contact with HQ Post 1 during foot patrols to the extent possible.
 - (o) Ensure the doors at the Headquarters building secure automatically in the ProWatch security system at 1800 hours on normal weekdays. After 1800 hours, this post shall conduct a check of all exterior doors to ensure they are secure and the security system is working properly.
- 4) Headquarters Security Post 3 (Currently not active)
 - a Description of Post
 - (i) OSCO may request activation and manning of this post for contingency operations, specific security conditions (SECONs), or other security needs. This post shall not be occupied unless directed by OSCO. When activated, this shall be a one-person post manned by an armed, uniformed security officer, up to 24 hours per day, 7 days per week. Specific duties and hours for this post will be described at the time it is activated.
- 5) Headquarters Security Post 4 (Currently not active)
 - a Description of Post
 - (i) OSCO may request activation and manning of this post for contingency operations, specific security conditions (SECONs), or other security needs. This post will not be occupied unless directed by OSCO. When activated, this shall be a one-person post manned by an armed, uniformed security officer, up to 24 hours per day, 7 days per week. Specific duties and hours for this post will be described at the time it is activated.
- 6) Headquarters Security Post 5
 - a Description of Post
 - (i) This post monitors access to the BPA Headquarters at the east entry. This is a one-person post, operated by an armed, uniformed security officer, 12 hours per day, Monday through Friday, excluding designated government holidays or as indicated by OSCO during higher security condition (SECON) status. The security officer shall be equipped with a portable radio, magnetic wand, x-ray machine, magnetometer and other equipment necessary to perform the required security services. The primary responsibility of this post is to ensure all visitors and their hand-carried items entering the BPA Headquarters are properly screened prior to entering the facility.
 - b Designated Shifts
 - (i) There shall be one shift per day established for this post. The hours of this shift are 0600-1800. Contractor proposed hours of operation may be modified under approval of the COR.
 - c Post Duties.
 - (i) Officers shall perform the following:
 - (a) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures. Functional checks of the magnetometer, hand-held wand, and x-ray machine shall be conducted and documented in accordance with established procedures.

- (b) Identify visitors and determine their need to enter the facility.
- (c) Screen visitors by using the magnetometer (or hand-held magnetic wand). Screen hand-carried items in the possession of visitors by using the x-ray machine or visual inspection. Employees entering the BPA Headquarters may be subject to screening at the direction of OSCO. OSCO may introduce new equipment or technology for screening personnel entering the facility. Security officers shall be properly trained on new equipment or technology introduced prior to use with verification of training annotated in the officer's individual training record.
- (d) Check for appropriate identification badge on persons entering the lobby area from outside BPA controlled space.
- (e) Inform all visitors firearms and other weapons are prohibited and ask all visitors if they are carrying any firearms or other weapons. If any individual is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The officer shall immediately initiate reporting the incident to the security supervisor.
- (f) React or respond to security incidents occurring in the lobby area of the Headquarters building posing a threat to personnel and/or property.

7) Headquarters Security Post 6

a Description of Post

- (i) This is a one-person post occupied by an armed, uniformed security officer 12 hours per day, Monday through Friday, excluding government holidays. The post is located in the lobby of the BPA headquarters building. The security officer is responsible for ensuring only authorized personnel enter the Headquarters facility by verifying the identification badges of all persons entering the building from the lobby and ensuring badges are worn properly. This post may be unarmed in accordance with Section 13.b "Exceptions" in this Statement of Work. The primary responsibility of this post is to ensure all persons entering the building from the lobby area have appropriate identification badge and access authorization.

b Designated Shifts

- (i) Monday thru Friday, 0600 to 1800, except designated government holidays. Hours of operation may be modified following COR approval prior to making the change.

c Post Duties

- (i) Officers shall perform the following:
- (ii) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
- (iii) Ensure all persons entering the building from the lobby area have the appropriate identification badge (to include visitor badges).
- (iv) Respond to all instructions from HQ Post 1, the shift supervisor, Contract Manager, or OSCO staff.
- (v) Request assistance when necessary from the HQ Post 2 security officer during periods of heavy pedestrian traffic in the lobby.
- (vi) Use any additional equipment introduced by OSCO for screening and/or verification of personnel entering the facility.
- (vii) Observe HQ Post 5 and provide assistance if necessary when prohibited items are identified during visitor screening.

- (viii) React or respond to security incidents occurring in the lobby area of the Headquarters building posing a threat to personnel and/or property.
 - (ix) Monitor personnel entering the building from the west entrance, ensuring only authorized personnel enter the building and others are directed to HQ Post 5 for screening.
- 8) Headquarters Security Post 7 (B1 Loading Dock Doors)
- a Description of Post
 - (i) This is a one-person post occupied by an armed, uniformed security officer 10 hours per day, Monday through Friday, excluding designated government holidays.
 - b Designated Shift
 - (i) Monday thru Friday, 0600 to 1800, except designated government holidays. Contractor proposed Hours of operation require prior approval of the COR.
 - c Post Duties
 - (i) Officers shall perform the following:
 - (a) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - (b) Ensure only authorized personnel gain entry into the BPA Headquarters through the B1 Loading Dock Doors.
 - (c) Ensure all persons entering the building from the lobby area have the appropriate identification badge (to include visitor badges).
 - (d) Conduct general and emergency access control and prevent intrusions.
 - (e) Observe the area for unusual or suspicious activity, vehicles and items and immediately report all such activity to HQ Post 1, who, in turn, will make appropriate notifications to the security supervisor, FPS, Contract Manager, and OSCO.
 - (f) Respond to all instructions from HQ Post 1, the shift supervisor, Contract Manager, or OSCO staff.
 - (g) Request assistance when necessary from the HQ Post 2 security officer during periods of heavy pedestrian traffic in the lobby.
- 9) Headquarters Security Post 8
- a Description of Post
 - (i) This is a one-person post occupied by an armed, uniformed security officer 12 hours per day, Monday through Friday, excluding designated government holidays. This post is located on N.E 9th Street on the west side of the Headquarters building at the garage entry ramp. Along with HQ Post 9, this post serves as the primary access control point for vehicular entry into the Headquarters garage. This officer shall be trained and competent to operate the bollard system during normal and emergency operations. This officer shall be equipped with all standard equipment plus an ANSI 207 compliant Public Safety Vest for Security and other equipment necessary to perform required security services. The officer assigned to this post shall be capable of assuming the duties of HQ Post 9. The primary responsibility of this post is ensuring only authorized personnel gain entry into the BPA Headquarters through the parking garage/basement area.
 - b Designated Shift
 - (i) Monday thru Friday, 0600 to 1800, except designated government holidays. Contractor proposed hours of operation may be modified under approval of the COR.
 - c Post Duties

- (i) Officers shall perform the following:
 - (a) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - (b) Ensure only authorized personnel gain entry into the BPA Headquarters parking garage/basement area. All individuals seeking access are required to have proper identification for authorized unescorted access to enter the BPA Headquarters or 911 building.
 - (c) Conduct general and emergency access control and prevent intrusions.
 - (d) Observe the area for unusual or suspicious activity, vehicles and items and immediately report all such activity to HQ Post 1, who, in turn, will make appropriate notifications to the security supervisor, FPS, Contract Manager, and OSCO.
 - (e) Inform all delivery or Facilities Vendors requesting entrance that firearms and dangerous weapons are prohibited and ask them if they are carrying any firearms or other dangerous weapons. If any individual is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The officer shall immediately report the incident to HQ Post 1, who, in turn, will make appropriate notifications to the security supervisor, FPS, Contract Manager, and OSCO.
 - (f) Coordinate with HQ Post 9 to conduct periodic exterior building patrols of the Eastside Federal Complex (905 and 911 buildings). When the HQ Post 9 officer is unarmed in accordance with Section 13.b "Exceptions," these patrols shall be conducted only along the west side of the building, from NE Lloyd Blvd. to NE Holladay, with HQ Post 8 keeping in visual contact with HQ Post 9. When HQ Post 9 is armed, these patrols shall extend to the full perimeter of the building as long as radio contact is properly maintained. OSCO will determine frequency of perimeter patrols.
 - (g) Assist HQ Post 9 with conducting vehicle inspections according to current procedures as provided by OSCO. Assist HQ Post 9 with screening non-badged individuals entering the garage with limited access (e.g. – authorized vendors and delivery personnel).
 - (h) Use any additional equipment introduced by OSCO

10) Headquarters Security Post 9

a Description of Post

- (i) This is a one-person post occupied by an armed, uniformed security officer 10 hours per day, Monday through Friday, excluding designated government holidays. This post is located on N.E 9th Street on the West side of the Headquarters building at the garage entry ramp. Along with HQ Post 8, this post serves as the primary access control point for vehicular entry into the Headquarters garage. This officer shall be trained and competent to operate the bollard system during normal and emergency operations according to Section 25.b of this SOW. This officer shall be equipped with all standard equipment plus an ANSI 207 compliant Public Safety Vest for Security and other equipment necessary to perform the required security services. The officer assigned to this post shall be capable of assuming the duties of HQ Post 8. This post may be unarmed in accordance with Section 13.b "Exceptions" of this Statement of Work. The primary responsibility of this post is to verify, process, inspect, control, and monitor visitor and delivery vehicular traffic entering the building via the basement ramp entry on NE. 9th Avenue.

b Designated Shift

- (i) Monday thru Friday, 0700 to 1700, except designated government holidays. Contractor proposed hours of operation may be modified following approval of the COR.

c Post Duties

- (i) Officers shall perform the following:
- (ii) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
- (iii) Verify, process, screen, control, and monitor visitor and delivery vehicular traffic entering the building via the basement ramp entry on NE. 9th Avenue.
- (iv) Conduct vehicle and personnel screening according to current procedures as provided by OSCO. Permit access to delivery vehicles to the B-1 loading dock for discharging cargo according to current procedures as provided by OSCO.
- (v) Ensure only authorized personnel gain entry into the BPA Headquarters parking garage/basement area. All individuals seeking access are required to have proper identification for authorized unescorted access to enter the BPA Headquarters or 911 building.
- (vi) Conduct general and emergency access control and deter unauthorized intrusions.
- (vii) Observe for unusual or suspicious activity, vehicles and items and immediately report all such activity to the HQ Post 1, who, in turn, will make appropriate notifications to the Security Supervisor, FPS, Contract Manager, and OSCO.
- (viii) Inform all delivery or Facilities Vendors requesting entrance that firearms and dangerous weapons are prohibited and ask them if they are carrying any firearms or other dangerous weapons. If any individual is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The officer shall immediately report the incident to HQ Post 1, who, in turn, will make appropriate notifications to the security supervisor, FPS, Contract Manager, and OSCO.
- (ix) Coordinate with HQ Post 8 to conduct periodic exterior building patrols of the Eastside Federal Complex (905 and 911 buildings). When the HQ Post 9 officer is unarmed in accordance with section 13.b "Exceptions," in this Statement of Work. Patrols shall be conducted only along the west side of the building, from NE Lloyd Blvd. to NE Holladay, keeping in visual contact with HQ Post 8. When HQ Post 9 is armed, these patrols shall be extended to the full perimeter of the building as long as radio contact is properly maintained. OSCO will determine frequency of patrols.
- (x) Use any additional equipment that is introduced by OSCO for the screening and/or verification of personnel entering the facility.

J) SECURITY SERVICES FOR THE ROSS COMPLEX

1) General

- a Standard security officer procedures shall apply to all Ross Complex security posts. Under the direction of OSCO, the Contractor shall establish procedures for monitoring the ingress and egress of commercial vehicles, visitors and vendors. The contractor shall maintain entry logs and visitor access procedures, as well as radio and telephone communications between the various posts, supervisors, BPA visitor/vendor sponsors, the Contract Manager, and OSCO as needed. Post hours shall be performed as indicated unless adjusted by OSCO. Posts directly supporting response to NERC CIP designated areas, or other critical assets, shall be familiar with the location of those areas, access requirements, and procedures for entry. All posts and patrols assigned to the Ross Complex shall be knowledgeable of building evacuation, shelter-in-place procedures, and other contingency procedures.
- b Questions about physical security and access control policy shall be deferred to the Ross OSCO Physical Security Specialists.

2) Ross Security Post 1

a Description of Post

- (i) Ross Post 1 is a one-person post, operated by an armed, uniformed security officer 10 hours per day, Monday through Friday, 5 days per week except Federal Holidays. The security officer shall be equipped with necessary equipment to perform building security services and shall be familiar with use of the ProWatch security system for access control purposes. Ross Post 1 is located at the security console at the West entrance of the Dittmer Building. The primary responsibility of this post is to monitor and control access for the west entrance to the Dittmer building.

b Designated Shifts

- (i) This post will operate 10 hours per day, 5 days per week Monday through Friday, except holidays. Hours of operation shall be from 0600 to 1600.

c Post Duties

- (i) Officers shall perform the following:
- (ii) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
- (iii) Monitor the electronic verification of ID badges for authorized BPA and contract employees entering the Dittmer building through the physical access control system (PACS), which is currently the ProWatch system. Ensure established access control procedures are followed by all personnel.
- (iv) Serve as a primary processing point for vendors requiring escorted access to the Dittmer building.
- (v) Direct other non-badged (external to BPA) visitors for the Dittmer building to enter through Ross Post 4, located at the East entrance, unless otherwise directed by OSCO.
- (vi) Issue appropriate visitor badges for vendors to the Dittmer building and temporary BPA/Contractor employee badges following established SOP's.
- (vii) Screen all vendors processing through this post for escorted entry to the Dittmer building for any dangerous weapons or prohibited items in accordance with established procedures. If weapon or other prohibited contraband is present or detected, the incident shall immediately be reported to Ross Post 9 AMS who will notify the Security Supervisor, Contract Manager, and OSCO.
- (viii) Conduct inspections of all hand-carried items being carried into or out of the Dittmer building by vendors.
- (ix) Conduct inspections of hand-carried items of employees as directed by OSCO.
- (x) Ensure the designated card-reader entrance doors (west lobby doors) are unlocked and the lobby lights are turned on at 0600 or when otherwise directed.
- (xi) Ensure the designated card-reader entrance doors (west lobby doors) are secure and functioning properly upon completion of shift on normal duty days. After 1800 hours, this post becomes the primary entry point for the Dittmer building via card reader operation.
- (xii) Use all equipment introduced by OSCO for access control or the screening of personnel entering the facility through this post. This includes the proper use of the Dittmer ProWatch system for monitoring electronic access verification to Dittmer.
- (xiii) Follow normal procedures established for Ross Post 4 in the event visitors are directed to process through this post.
- (xiv) Respond to PACS alarms associated with access control for the Dittmer building west entrance. Ensure all alarm activity associated with this post is entered in the ProWatch Event Log. Entries shall include alarm assessment, cause, and name of subject (if applicable).
- (xv) Perform administrative duties by maintaining electronic and/or hardcopy documentation such as security alerts, daily visitor logs for Dittmer, and any other documentation deemed necessary by

the Contractor or OSCO. Conduct other administrative duties as assigned by the Contract Manager or OSCO.

(xvi) Provide assistance to the Alarm Monitoring Station (AMS, Ross Post 9) by monitoring CCTV systems for the Ross Complex.

(xvii) Perform security procedures as directed by OSCO and/or the Contract Manager. Procedures for this post may be changed BY OSCO as needed.

3) Ross Security Post 2

a Description of Post

(i) Security Ross Post 2 is dedicated to the Construction Services Building (CSB, building Z-610) and surrounding parking lots. This post is occupied by an armed, uniformed security officer, but may be unarmed in accordance with Section 13.b "Exceptions" in this Statement of Work. This post combines a stationary post and foot patrol. The security officer shall be equipped to perform the security services required at this location.

b Designated Shifts:

(i) Perform a combination of stationary duties and foot patrol from 0600 – 1600 hours, Monday through Friday except holidays.

c General Post Duties

(i) Officers shall perform the following:

- (a) This post is designated as an armed post except as noted in Section 13.b "Exceptions" in this Statement of Work. This is primarily a walking post located at the CSB building. The primary responsibility of this post is to monitor activity in and around the CSB building. The assigned officer shall conduct random foot patrols throughout the building and surrounding parking lots and shall maintain visible security presence.
- (b) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
- (c) Identify and process visitors. Conduct inspections of hand-carried items for visitors. OSCO may direct inspections of hand carried items on BPA employees.
- (d) Provide assistance monitoring CCTV systems for the Ross Complex. The primary focus shall be the CSB building and surrounding areas.
- (e) Ensure card-key operated doors function properly at the beginning of each shift. Place sign-in logs at the security desk by the entrance doors, and ensure the doors remain appropriately secured throughout the day.
- (f) Investigate any alarm or malfunction condition related to the building. These situations shall be reported to the Alarm Monitoring Station (Ross Post 9) and the officer at this post shall take any necessary corrective actions.
- (g) Conduct checks of the CSB room 104, as directed by OSCO. Checks shall be annotated on the Security Container Check Sheet (SF Form 702) located on the door.
- (h) Inform visitors that firearms and dangerous weapons are prohibited and ask visitors if they are carrying any firearms or other dangerous weapons. If a visitor, or Contractor is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident shall immediately be reported to Ross Post 9 AMS who will notify the Security Supervisor, Contract Manager, and OSCO.

- (i) This post shall be transported by a Ross Vehicle Patrol to and from their posting at the CSB building.
- 4) Ross Security Post 3
 - a Description of Post
 - (i) Ross Post 3 is a one-person patrol, operated by an armed, uniformed security officer 24 hours per day, 7 days per week. The primary responsibility of this post is to provide patrol coverage for the Ross Complex.
 - b Designated Shifts
 - (i) This post will be manned in three 8-hour shifts as follows:
 - (a) Shift 1: 0000-0800
 - (b) Shift 2: 0800-1600
 - (c) Shift 3: 1600-2400
 - c Post Duties
 - (i) Officers shall perform the following:
 - (a) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - (b) Patrol the Ross Complex to include external and internal patrols.
 - (c) Monitor the complex for trespassers, building security issues, and fire and safety hazards and report for correction.
 - (d) Conduct perimeter checks looking for fence line holes, damage, or suspected unauthorized entry.
 - (e) Notify Ross Post 9 that perimeter checks are being conducted.
 - (f) Assist Ross Post 5 with traffic control at the main gate as needed. Respond to the main gate as needed after hours to assist with entry control when Ross Post 5 is not manned and the gate is fully automated for access.
 - (g) Coordinate building and gate checks for the Ross Complex with Ross Post 8. Annotate the checks on a hardcopy building check sheet which is subsequently scanned and submitted to OSCO electronically.
 - (h) Respond to alarms. Check the cause of intrusion alarms or fire alarms, request assistance, and reset intrusion alarms if appropriate. If the equipment is malfunctioning, notify Ross Post 9. Record the activity in the SOR, and when necessary, complete an electronic Security Incident Report. Priority response shall be given to any evidence of intrusion or unauthorized access to the CSB room 104, NERC CIP areas, or other critical assets.
 - (i) Respond to other emergencies at the Ross Complex or Park Place office complex as required. Facilitate the entry of emergency vehicles and personnel when necessary. This may include controlling traffic and/or escorting emergency vehicles to the site of the emergency.
 - (j) Provide assistance to other security posts on the Ross Complex as needed.
 - (k) Coordinate patrols and security checks of the Park Place office complex with the Security Supervisor a minimum of once per shift. Patrols shall include an interior check of the office suites as well as an exterior patrol of the parking lots and parking structure.
 - (l) Assist with conducting foot patrols of the interior and exterior of the Dittmer building at least once during each shift. This check shall be recorded on the officer's SOR.

- (m) Observe for facility-related problems and notify Ross Post 9 of discrepancies observed. Facility-related items include, but are not limited to, proper operation of automated gates, fence line damage, building damages or equipment failure, lighting outages, etc. Light poles not operating and fence line damage shall be reported by the patrol to Ross Post 9 who will notify Facilities Management.
- (n) Unlock and/or lock designated perimeter gates. This may include responding to gate 16 to assist with an over-sized vehicle as necessary following the departure of the Ross Post 6 officer.
- (o) Check the "Fog Test" laboratory area, the Technical Training building, and the line test and training area, the 345KV yard, Paul Johnson Substation, ABC parking lots, and Ross MHQ area (areas not within the fenced Ross Complex).
- (p) Check the parking lots for security of parked vehicles. When patrol duties and time allows, perform random government vehicle checks for security and keys left in the vehicles.
- (q) Raise and lower the flags at the Dittmer building. Flags shall be raised at sunrise and lowered at sunset daily, or otherwise directed.
- (r) Monitor road conditions on the Complex. Notify the Security Supervisor and Ross Post 9 AMS of inclement weather conditions.
- (s) Conduct patrols or checks as otherwise directed by the Security Supervisor, Contract Manager or OSCO.
- (t) Respond to assist BPA employees or Contractors with vehicle problems, escorts to vehicles, etc.
- (u) Assist in relief breaks and lunches for officers assigned to other Ross posts.

5) Ross Security Post 4

a Description of Post

- (i) This is a one-person, fixed post occupied by an armed, uniformed security officer 12 hours per day, Monday through Friday, excluding holidays. The security officer assigned to this post shall be equipped with the necessary equipment to perform the required building security services and shall be familiar with the use of the Physical Access Control and Alarm System. Ross Post 4 is located at the security console at the East entrance of the Dittmer Building. The primary responsibility of this post is to monitor and control access for the East entrance to the Dittmer building, as well as manage and process visitors for the Dittmer Building and the Ross Complex in general.

b Designated Shifts.

- (i) The hours of this post are Monday through Friday, 0600 – 1800 hours, except holidays.

c Post Duties

- (i) Officers shall perform the following:
 - (a) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - (b) Monitor the electronic verification of ID badges for authorized BPA and contract employees. Ensure appropriate Access Control procedures are followed by personnel authorized unescorted access and by BPA escorts hosting visitors to the Dittmer Building.
 - (c) Process and manage Visitor Access Requests for the Ross Complex, the Dittmer Building, and the Dittmer NERC CIP PSP. This shall include verifying that Foreign National (FN) visitors have been approved by OSCO.

- (d) Serve as the primary access and processing point for all non-badged (external to BPA) visitors for the Dittmer building and the Dittmer NERC CIP PSP following established SOP's.
- (e) Serve as an alternate processing point for vendors requiring escorted access to the Dittmer building or the Dittmer NERC CIP PSP (Ross Post 1 is primary).
- (f) Issue visitor badges and temporary BPA/Contractor employee badges following established SOP's.
- (g) Screen all non-badged (external to BPA) visitors to the Dittmer building for dangerous weapons or prohibited items in accordance with established procedures. If a weapon or other prohibited contraband is present, the incident shall immediately be reported to Ross Post 9 AMS who will notify the Security Supervisor, Contract Manager, and OSCO.
- (h) Conduct inspections of hand-carried items being carried into or out of the Dittmer building by visitors and employees as directed by OSCO.
- (i) Ensure the east lobby doors are unlocked and the lobby display lights are turned on at 0600 or when otherwise directed. Turn on and inspect the walk-through metal detector for proper function, in accordance with established procedures.
- (j) Ensure the east lobby doors are secured at 1600 hours or when otherwise directed by OSCO personnel.
- (k) Train to properly use all equipment that is introduced by OSCO for access control or the screening of personnel entering the facility through this post, including the proper use of the Dittmer PACS for monitoring electronic access verification to the Dittmer building and Dittmer Building PSP.
- (l) Respond to alarms associated with the PACS for the Dittmer Building east entrance. Enter all alarm activity associated with this post in the PACS Event Log. Entries shall include alarm assessment, cause, and name of subject (if applicable).
- (m) Provide administrative support by maintaining documentation such as security alerts, daily Dittmer visitor logs, and any other documentation deemed necessary by the Contractor or OSCO. Conduct other administrative duties as assigned by the Contract Manager or OSCO.
- (n) Be knowledgeable of building evacuation, shelter-in-place, and other contingency procedures and assist Ross Post 9 when necessary.
- (o) Perform security procedures as directed by the Security Supervisor, Contract Manager, or OSCO.

6) Ross Security Post 5

a Description of Post

- (i) This is a one-person post operated by an armed, uniformed security officer 12 hours per day, Monday through Friday, excluding holidays. Ross Post 5 is located at the main gate on North Road adjacent to District Office Building 1 (DOB-1). This post is the primary access point for employees and visitors to the Ross Complex. The primary responsibility of this post is to ensure only authorized personnel gain access to the Ross Complex. The officer assigned to this post shall coordinate and communicate with other security posts, maintaining smooth flow of traffic occurs and ensuring authorized vehicles, visitors, and vendors are traveling to their appropriate destinations. This post shall routinely communicate with the primary visitor processing post (Ross Post 4) in order to establish and or confirm the authorization of visitors.

b Designated Shifts

- (i) This post shall be manned in 12-hour shifts 0600 – 1800, Mondays through Fridays except holidays.

c Post Duties

- (i) Officers shall perform the following:
 - (a) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - (b) Primary responsibility is to ensure only authorized personnel are permitted access to the Ross Complex through the main gate, including both vehicle and pedestrian traffic. Access shall be permitted to BPA federal and Contractor employees with valid identification badges.
 - (c) Control access of visitors and their vehicles, ensuring all occupants of the vehicle present proper photo identification. Conduct vehicle inspections, visitor screening, issuance of visitor badges, and log all visitors in accordance with established procedures.
 - (d) Conduct vehicle inspections in accordance with established procedures, or as directed by the Contractor Manager and approved in advance by OSCO.
 - (e) Permit access to individuals listed under the carpool program as directed by OSCO.
 - (f) Inform all visitors firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor, or Contractor is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident shall immediately be reported to the Security Supervisor, Contract Manager, and OSCO.
- (ii) Vehicle Barriers and Security Procedures
 - (a) Visitor lane vehicle barriers shall be opened only after the visitor vehicle and the visitor(s) are screened, determined to be free of contraband or prohibited items, verified for the visit and determined to be authorized on site access.
 - (b) Immediately after allowing entry of authorized visitor vehicles, all visitor vehicle barriers shall be returned to the secure position prior to commencement of further visitor processing.
 - (c) Vehicle Barrier and Security Procedures During Higher Threat Levels
 - (d) All vehicle barriers shall remain active and engaged when higher threat conditions exist as directed by OSCO.
 - (e) If a security officer or the on-duty Security Supervisor determines conditions exist warranting vehicle barriers to remain in the active and engaged position, the Security Supervisor shall notify the Contract Manager and OSCO immediately.

7) Ross Security Post 6

a Description of Post

- (i) This is a one-person post operated by an armed, uniformed security officer 8 hours per day, Monday through Friday, excluding holidays. This post is located at Gate 16 near the East Storage Yard. This post serves as the main entry point for commercial vehicles, delivery trucks, and other large vehicles. The primary responsibility of this post is to ensure only authorized vehicles and personnel gain access through the gate and are screened appropriately. The officer assigned to this post shall be adequately trained and familiar with vehicle inspection techniques. The officer must conduct inspections of large commercial vehicles, paying close attention and looking for suspicious items, contraband, dangerous weapons including, but not limited to, explosives and bombs. The officer assigned to this post shall coordinate and communicate with other security posts and/or BPA personnel to ensure delivery authorization, maintain smooth flow of traffic.

b Designated Shift

- (i) This post shall be manned one shift per day, from 0700 to 1500.

c Post Duties

- (i) Officers shall perform the following:
 - (a) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - (b) Ensure only authorized vehicles and personnel gain access through gate 16 and are screened appropriately.
 - (c) Direct visitors and employees in passenger vehicles around the exterior of the complex to the appropriate gate for entry.
 - (d) The security officer at this post shall provide directions to delivery drivers as needed.
 - (e) Issue appropriate temporary access badges and maintain a visitor log to annotate the visitors/commercial operators allowed through Gate 16.
 - (f) Allow large government vehicles whose drivers have valid BPA or other authorized government identification to proceed through the gate without inspection unless specifically directed by OSCO.
 - (g) Inform all visitors firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor or Contractor is carrying a weapon or other prohibited contraband, the officer shall act in accordance with site specific procedures. The security officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident shall immediately be reported to the Security Supervisor, the Contract Manager, and OSCO.
- 8) Ross Security Post 7 (Currently not active)
 - a Description of Post
 - (i) This post is not active under normal circumstances and may be activated and manned for contingency operations, specific threat conditions, or other security needs. This post shall not be occupied unless directed by OSCO. When activated, this shall be a one-person post manned by an armed, uniformed security officer, up to 24 hours per day, 7 days per week. Specific duties and hours for this post will be described at the time it is activated.
- 9) Ross Security Post 8
 - a Description of Post
 - (i) The Ross Complex vehicle patrol, Ross Post 8, is an armed, uniformed, one-person patrol on duty 24 hours per day 7 days a week. The primary responsibility of this post is to provide patrol coverage for the Ross Complex.
 - (ii) The officer assigned to this post shall coordinate patrol coverage with the Ross Post 3 security officer and communicate with other security posts to monitor site security.
 - b Designated Shifts
 - (i) This post shall be manned in three 8-hour shifts as follows:
 - (a) Shift 1: 0000-0800
 - (b) Shift 2: 0800-1600
 - (c) Shift 3: 1600-2400
 - c Post Duties
 - (i) Officers shall perform the following:
 - (a) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.

- (b) Patrol the Ross Complex at random frequencies. This shall include external and internal patrols.
- (c) Conduct perimeter checks, observing for fence line holes, damage, or suspected unauthorized entry.
- (d) Notify Ross Post 9 when conducting perimeter checks and of any damaged location, intruders or other suspicious activity.
- (e) Determine the cause of intrusion alarms or fire alarms, request assistance, and reset intrusion alarms if appropriate. If the equipment is malfunctioning, notify Ross Post 9. Assist as appropriate, but do not abandon other patrol duties. Record the activity electronically or hardcopy in the SOR and when necessary, complete an electronic incident report prior to departing for the day. Priority response shall be given to any evidence of intrusion or unauthorized access to the CSB Limited Area (room 104), NERC CIP areas, or other critical assets.
- (f) Respond to other emergencies as required. Facilitate the entry of emergency vehicles and personnel. This may include controlling traffic and/or escorting emergency vehicles to the site of the emergency.
- (g) Assist in monitoring vehicular traffic entering and departing the Ross Complex.
- (h) Coordinate other patrol activities with Ross Post 3 and the Security Supervisor, to include patrol coverage for BPA's Park Place office complex leased space.
- (i) This post shall provide continuous vehicle patrol of the Ross Complex when possible.
- (j) Enter all incidents in the electronic or hardcopy Security Officer's Report and provide electronic reports as required to the Physical Security Team via email.
- (k) Respond to assist BPA employees or Contractors with vehicle lock-outs, escorts to vehicles, etc.
- (l) Perform other duties related to physical security as directed by the Security Supervisor, Contract Manager, or OSCO.

10) Ross Security Post 9 (Alarm Monitoring Station)

- a This post falls under the U.S. Department of Labor, Wage Determination category of Alarm Monitor.
- b Description of Post
 - (i) This post is located in the Alarm Monitoring Station (AMS) near the west entry to the Dittmer building. This is a one-person post, occupied by an armed, uniformed security officer 24 hours per day, 7 days per week. The security officer shall be equipped with the equipment necessary to perform the required security services.
 - (ii) The primary responsibility of this post is to provide monitoring of security alarm systems not associated with BPA's NERC CIP sites, CCTV systems, and remote security systems at all hours and under all conditions. In addition to these duties, this post shall be familiar with duties related to Ross Post 10, providing backup for Ross Post 10 when necessary. This shall include monitoring designated NERC CIP sites and interacting with personnel regarding access control and security issues relating to those sites.
- c Designated Shifts
 - (i) This post shall be manned in three 8-hour shifts as follows:
 - (ii) Shift One: 0000 – 0800
 - (iii) Shift Two: 0800 – 1600
 - (iv) Shift Three: 1600 – 2400
- d Post Duties

- (i) Officers shall perform the following:
 - (a) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - (b) Monitor security alarm systems, physical access control systems (PACS), and CCTV systems for the Ross Complex, to include the Federal Credit Union at the Plant Services Building, the Dittmer Building and Dittmer Control Center (in the absence of Ross Post 10), Headquarters, and other field sites as determined by OSCO. This shall also include the monitoring of security systems and CCTV systems at the Eugene Starr Complex as outlined in established procedures as well as NERC CIP field sites in the absence of Ross Post 10 due to breaks.
 - (c) Use established procedures for responding to emergency situations or alarm activations. When necessary, the AMS officer shall dispatch appropriate patrols and contact the Clark County Regional Communications Agency to report emergency situations at the Ross Complex or Park Place office complex. The Contract Manager and OSCO shall be notified when outside agencies are contacted to respond.
 - (d) Notify local law enforcement, the Contract Manager, and OSCO in the event of suspicious or criminal activities in accordance with Standard Operating Procedures.
 - (e) Follow established procedures in response to alarms or other emergency situations occurring at field sites and notify the appropriate BPA Control Center (Dittmer or Munro).
 - (f) Serve as a command and control/communications function for all posts and patrols. Dispatch patrols/security officers as needed to support daily security operations. Communicate information to patrols regarding any unusual or suspicious activity.
 - (g) Conduct periodic radio checks of all security posts. Communications checks shall be made by radio every hour during daylight hours and every 30 minutes during hours of darkness. During increased threat levels, communications checks shall be conducted every 30 minutes. The frequency of communications checks may be changed by OSCO.
 - (h) Maintain the electronic Security Desk Blotter, listing security-related activity and information for a 24-hour time period. Formatting or content of specific blotter entries may be added or changed by OSCO.
 - (i) Perform other administrative functions such as, but not limited to, maintaining hard copies and electronic copies of Security Checklists, Standard Operating Procedures, Security Alerts, Termination Advisories, Call-Down Lists, Incident Reports, and Duty Officer Schedules. When necessary, disseminate by e-mail Access Revocation Notices via established procedures. Record and maintain CCTV recordings of security-related incidents. Write and submit incident reports when applicable.
 - (j) Act as the primary point of contact for any Dittmer building access for employees and Contractors after Ross Post 1 and Ross Post 4 has closed for the day, including weekends and holidays.
 - (k) Issue and collect keys to authorized personnel as determined by OSCO.
 - (l) Record information pertaining to false and nuisance alarms for security systems in accordance with established procedures. Report problems with alarm system or CCTV system hardware or software in accordance with established procedures.
 - (m) Assist with security system testing of BPA alarmed sites by providing alarm monitoring support and records during and following testing.
 - (n) Notify appropriate personnel during inclement weather in accordance with established procedures. Additional duties may include updating the BPA Emergency Information web site to reflect possible building closures or delayed openings.

- (o) Maintain communications with the BPA nurse at the Ross Complex and Park Place office complex, making notifications to the nurse for emergency medical situations during normal business hours. This may include cell phone or radio communications.
- (p) Maintain familiarity with operating and sending emergency notifications through the designated Emergency Notification System (ENS).
- (q) Answer the Federal Crime Witness Hotline.

11) Ross Security Post 10 (AMS) – NERC Systems

- a This post falls under the U.S. Department of Labor, Wage Determination category of Alarm Monitor.
- b Description of Post
 - (i) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or efficiencies in accordance with established procedures.
 - (ii) This post is located in the Alarm Monitoring Station (AMS) near the west entry to the Dittmer building. This is a one-person post, occupied by an armed, uniformed security officer 16 hours per day, Monday through Friday, excluding holidays. At BPA's discretion, the option to convert this post to 24 hours per day, 7 days per week, may be exercised. The security officer shall be equipped with the equipment necessary to perform the required security services.
 - (iii) The primary responsibility of this post is to provide monitoring of NERC CIP security alarm systems, PACS, and CCTV systems under all conditions. This post serves as the primary point of contact with BPA personnel regarding access control and security of designated NERC CIP field sites and facilities. Additionally, this post will provide backup to the Ross Post 9 AMS officer. This post serves as a primary point of contact for any Dittmer building NERC CIP PSP access issues for employees and Contractors.
- c Designated Shifts
 - (i) As a 16-hour post, this post shall be manned in two 8-hour shifts as follows:
 - (a) Shift One: 0600 – 1400
 - (b) Shift Two: 1400 – 2200
- d Post Duties
 - (i) Officers shall perform the following:
 - (a) Monitor security alarm systems and CCTV systems for all designated NERC CIP sites and facilities, to include the Dittmer building NERC CIP PSP (Dittmer Control Center).
 - (b) Be familiar with all Ross Post 9 duties and provide backup as necessary for monitoring non-NERC CIP sites. This includes the Ross Complex, the Federal Credit Union at the Plant Services Building, Headquarters, and other field sites as determined by OSCO. This shall also include the monitoring of security systems and CCTV systems at the Eugene Starr Complex as outlined in established procedures.
 - (c) Use established SOP's and procedures for responding to emergency situations or alarm activations associated with NERC CIP sites. When necessary, Ross Post 10 shall dispatch appropriate patrols and contact the Clark County Regional Emergency Communications Agency to request response from outside agencies for situations at the Ross Complex. The Contract Manager and OSCO shall be immediately notified when outside agencies are contacted to respond.
 - (d) Following Standard Operating Procedures notify local law enforcement, the Contract Manager, and OSCO in the event of suspicious or criminal activities.
 - (e) Follow established procedures relating to NERC CIP sites and contact the appropriate BPA Control Center (Dittmer or Munro) in response to alarms or other emergency situations occurring at NERC CIP field sites.

- (f) Respond to ProWatch alarms associated with NERC CIP sites and follow established response procedures. Enter all alarm activity associated with NERC CIP sites in the ProWatch Event Log. Entries shall include alarm assessment, cause, and name of subject (if applicable).
- (g) In the absence of Ross Post 9, serve as a command and control/communications function for all posts and patrols. Dispatch patrols/security officers as needed to support daily security operations. Communicate information to patrols regarding any unusual or suspicious activity.
- (h) In the absence of Ross Post 9, conduct periodic radio checks of all security posts. Communications checks shall be made by radio every hour. During increased threat levels, communications checks shall be conducted every 30 minutes. The frequency of communications checks may be changed by the Contract Manager or OSCO.
- (i) Maintain the NERC CIP Security Desk Blotter, listing security-related activity for NERC CIP sites for a 24-hour time period. Formatting or content of specific blotter entries may be added or changed by OSCO. This electronic blotter shall be submitted daily via email to OSCO.
- (j) Perform other administrative functions associated with the monitoring of NERC CIP sites such as, but not limited to, maintaining electronic and/or hard copies of Weekly Alarm Mask Outage Log, NERC Physical Security Perimeter (PSP) Alternate Access Log, Call-Down Lists, NERC Reports, and Duty Officer Schedules. Record and maintain CCTV clips and generate CD-ROMs of NERC CIP security-related incidents. Write and submit electronic incident reports as applicable.
- (k) Act as the primary point of contact for any Dittmer building PSP access issues for employees and Contractors.
- (l) Electronically document false and nuisance alarms for NERC CIP security systems in accordance with established procedures. Electronically report problems with alarm system or CCTV system hardware or software in accordance with established procedures.
- (m) Assist with security system testing as directed.
- (n) Maintain familiarity with operating and sending emergency notifications through the Emergency Notification System (ENS).
- (o) Perform patrols of the Dittmer building, Dittmer Control Center, and Dittmer building exterior when directed by OSCO. When possible, Ross Post 10 may act as the primary response element for security issues associated with the Dittmer building or Dittmer building PSP.

J) BPA PARK PLACE LEASED OFFICE COMPLEX SECURITY POST 1

1) Description of Post

- a This post shall be a one person post occupied by an armed, uniformed security officer at BPA Park Place office complex leased office space, located at 7500 NE 41st Ave., Vancouver, WA 98662.
- b This post shall be manned 12 hours per day, Monday through Friday, except federal holidays or as otherwise directed by OSCO. This post may be unarmed as allowed under arming Section 13.b "Exceptions" unless circumstances associated with the activation of this post warrants no exception as determined by OSCO.
- c The primary responsibility of this post is to monitor access to the BPA controlled areas, patrol the facility and adjacent public areas.
- d Questions about physical security and access control policy shall be referred to the Ross Physical Security Specialists.

2) Designated Shifts

- a This post shall be manned in one 12-hour shift from 0600 – 1800 Monday through Friday, except designated federal holidays.

- b Additional hour requirements or posts may be added at the discretion of OSCO.

3) Post Duties

- a Officers shall perform the following:
 - b Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
 - c Perform interior and exterior patrols of designated buildings throughout the shift. The officer shall conduct patrols of the complex, parking areas, garages, etc. Interior patrols shall include random foot patrols of the various work areas of the buildings occupied by BPA. Officers shall inspect stairwells, work areas, restroom facilities, lobbies and entrances. The officer is expected to verbally interact with employees while performing their rounds, thus giving the employees a sense of active security operations.
 - d Remain alert for unusual, suspicious, or unauthorized activities in, around, and throughout the Park Place office complex area.
 - e Monitor personnel traffic entering, exiting, and inside buildings.
 - f Monitor activities in the main lobbies of buildings maintaining safety and security of BPA work areas.
 - g Respond to emergency situations involving the Park Place office complex. Notify the BPA nurse for medical emergencies during normal business hours. This post shall be familiar with emergency evacuation procedures for the Park Place office complex buildings occupied by BPA personnel.
 - h Verify identities of individuals entering BPA work areas as necessary. When necessary, remind BPA staff members to properly display their ID in accordance with established procedures. Immediately report uncooperative personnel to the Dittmer AMS who will notify the Contract Manager and OSCO via telephone.
 - i Notify BPA Facilities using [web request](#) for Service Requests, FacilitiesOperationsCallCenter@bpa.gov email or call 360-418-2070 if problems exist with the doors.
 - j Maintain communications with the AMS (Ross Post 9) for the Ross Complex.

J) EUGENE STARR COMPLEX SECURITY POSTS 1 and 2

1) General Information

- a Two security posts (Celilo Post 1 and Celilo Post 2) are assigned for the Eugene C. Starr Complex, located in The Dalles, Oregon. These posts shall be manned by armed and uniformed security officers/supervisor on a 24/7 basis. An Exception to this shall be for Celilo Post 1, which may be unarmed as allowed in section B) 5) b of this statement of work "Exceptions," but only during day shift hours. The unarmed status of Celilo Post 1 may not exceed 45 calendar days without approval of the COR.
- b A Security Supervisor shall assume duties as Celilo Post 1 from 0800 to 1600 Monday through Friday, except federal holidays in addition to performing supervisory duties. When a need exists to man Celilo Post 1 with an unarmed security officer, the Security Supervisor shall assume duties as Celilo Post 2.
- c All officers assigned to the Eugene Starr Complex shall be trained and capable of operating the various security systems, CCTV systems, and remotely controlled gates prior to assuming post independently.
- d All officers assigned to the Eugene Starr Complex shall possess a valid Access Permit required for entering energized areas as stated in the BPA Rules of Conduct Book (ROC).
- e All officers assigned to the Eugene Starr Complex shall be familiar with designated NERC CIP areas on the complex and access requirements associated with NERC CIP areas.
- f Under the direction of OSCO, the Contractor shall establish Standard Operating Procedures (SOP) specific to the Eugene Starr Complex. These procedures shall facilitate compliance with BPA

requirements and the operation of the security systems, CCTV systems, alarm response, operation of remotely controlled gates, and other systems as they are implemented. Vehicle inspections shall be conducted in accordance with approved SOPs.

- g Questions about physical security and access control policy shall be deferred to the South Region Physical Security Specialist or other OSCO Physical Security Specialists.

2) Post Descriptions

a Celilo Post 1

- (i) The primary responsibilities of this post are to monitor access to the Eugene Starr Complex via access control systems and CCTV systems, address alarms associated with security systems, and remotely operate gates as needed.

b Celilo Post 2

- (i) The primary responsibilities of this post are to conduct vehicle patrols, building foot patrols, incident response, vehicle inspections, and visitor access control.

c Designated Shifts

(i) Celilo Post 1

- (a) 24 hours per day, seven days per week and posted as follows:
- (b) Shift One: 0800-1600 (Supervisor only on Monday – Friday, excluding BPA observed holidays)
- (c) Shift Two: 1600-0000
- (d) Shift Three: 0000-0800

(ii) Celilo Post 2

- (a) 24 hours per day, seven days per week and posted as follows:
- (b) Shift One: 0800-1600
- (c) Shift Two: 1600-0000
- (d) Shift Three: 0000-0800

d Post Duties

- (i) Officers shall perform the following:

(ii) Celilo Post 1

- (a) Act as the primary post to monitor physical access and security-related activity for the Eugene Starr Complex via security systems and CCTV systems.
- (b) Use established procedures for responding to emergency situations, alarm activations, suspicious activity, or criminal incidents. When necessary, dispatch Celilo Post 2 and contact the Wasco County Emergency Dispatch (911), to request response from outside agencies for situations at the Eugene Starr Complex. Notify the Contract Manager and OSCO when outside agencies are contacted to respond.
- (c) Respond as necessary to assist Celilo Post 2 in performing site-related duties, incident response, or alarm response. Conduct patrols, access control, and assist as necessary for visitor access and vehicle inspections. Contact the AMS (Ross Post 9) prior to leaving this post to assist Celilo Post 2.
- (d) Record information pertaining to false and nuisance alarms for security systems in accordance with established procedures. Report problems with alarm system or CCTV system hardware or software in accordance with established procedures.
- (e) Maintain the Security Desk Blotter, listing security-related activity and information for a 24-hour time period. Formatting or content of specific blotter entries may be added or changed by OSCO.

- (f) Maintain communications with Ross Post 9 (AMS) through procedures established for communications checks.
- (g) Respond to suspicious activity observed or reported. Report suspicious activity to the Dittmer AMS and notify local law enforcement in the event of an emergency.
- (h) Receive, review, and process BPA Visitor Access Request (VAR). Issue site specific temporary badges for visitors or employees who have forgotten their badge.
- (i) Performing as Supervisor:
 - (i) Act as the POC for daily protective force security operations and administration with management staff at the Eugene Starr complex and OSCO.
 - (ii) Ensure compliance with all applicable portions of this statement of work as well as requirements for NERC CIP designated areas.
 - (iii) Be trained and certified to perform all security functions associated with Celilo Post 2. Provide back-up to Celilo Post 2 as needed. Assist, relieve, and train officers as needed.
 - (iv) Perform other administrative functions such as, but not limited to, maintaining hard copies and/or electronic copies of security checklists, training records, standard operating procedures, security alerts, termination advisories, call-down lists, incident reports, and physical security duty officer schedules. When necessary, ensure video clips of security-related incidents that meet evidentiary requirements are recorded and maintained. Ensure incident reports are accomplished, filed for record, and submitted to OSCO in a timely manner.
 - (v) Ensure security officer reports are completed and that desk blotters and security incident reports are reviewed and submitted to OSCO.
- (iii) Celilo Post 2
 - (a) Conduct random patrols throughout the Eugene Starr complex (a minimum of one every three hours and no less than three patrols in an eight-hour shift).
 - (b) Process and screen visitors entering the complex and conduct vehicle inspections in accordance with established BPA requirements and current procedures approved by OSCO.
 - (c) Inform all visitors that firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor, or Contractor is carrying a weapon or other prohibited contraband, the officer shall act in accordance with established procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident shall immediately be reported to Celilo Post 1, the Contract Manager and OSCO.
 - (d) Ensure security incidents are reported to Celilo Post 1, the Contract Manager, and OSCO immediately via telephone followed by an emailed electronic Security Incident Report.
 - (e) Respond to and investigate alarms or other emergency situations on the complex, including emergency building evacuations.
 - (f) Respond to suspicious activity as observed or dispatched, or as reported by employees.
 - (g) Assist Celilo Post 1 as required. Perform functions such as monitoring physical access and security-related activity for the Eugene Starr Complex via security systems and CCTV systems.
 - (h) Report suspicious activity to Celilo Post 1, the Contract Manager and OSCO.
 - (i) Perform other duties, such as Random Anti-terrorism Measures (RAMs) or other security measures initiated by OSCO.

- (j) Ensure Security Officer Reports and the daily Security Desk Blotter are accomplished in accordance with established directives.
- (iv) Assist, relieve, and train officers as needed.
- (v) Perform other administrative functions such as, but not limited to, maintaining hard copies and/or electronic copies of Security Checklists, Standard Operating Procedures, Security Alerts, Termination Advisories, Call-Down Lists, Incident Reports, and Duty Officer Schedules. When necessary, record and maintain CCTV clips of security-related incidents that meet evidentiary requirements. Write and submit incident electronic reports when applicable.
- (vi) When manned during BPA off duty hours, to include weekends and holidays this post shall provide a combination of patrol duties on the Eugene Starr Complex.

J) SECURITY SERVICE FOR MUNRO COMPLEX

- 1) BPA's Munro Control Center (MCC) and Munro Alternate Scheduling Center (MSC), co-located in Mead, Washington, is a Tier I critical asset for the agency's ability to maintain electrical reliability and stability for the region
 - a General Information
 - (i) MCC/MS shall have two (2) security posts (Munro Post 1 and Munro Post 2) and one (1) Security Supervisor (Munro Post 3). These posts shall be manned by armed and uniformed security officers.
 - (ii) Standard security officer procedures shall apply to all Munro Complex security posts. Under the direction of OSCO, the Contractor shall establish OSCO approved procedures specific to MCC/MS for monitoring security systems, camera systems, responding to alarms, conducting patrol activity, monitoring the ingress and egress of commercial vehicles, visitors and vendors to ensure persons or vehicles travel only to their authorized destinations and exit the complex in a timely manner. Officers shall maintain entry logs and visitor access procedures, as well as radio and telephone communications between the various posts, supervisors, BPA visitor/vendor sponsors, the Contract Manager, and OSCO as needed. Posts directly supporting response to NERC CIP designated areas, or other critical assets, shall be trained and familiar with the location of those areas, access requirements, and procedures for entry. All posts and patrols assigned to the Munro Complex shall be knowledgeable of building evacuation, shelter-in-place procedures, and other contingency procedures.
 - (iii) Questions about physical security and access control policy shall be deferred to the East Region Physical Security Specialist or other OSCO Physical Security Specialists.
 - b Munro Post 1, Munro Alarm Monitoring Station (AMS)
 - (i) This post falls under the U.S. Department of Labor, Wage Determination category of Alarm Monitor.
 - (ii) Description of Post
 - (a) This post is located inside the Munro Scheduling Center facility, alternate Alarm Monitoring Station (AMS). This shall be a one-person post, manned 24 hours per day, 7 days per week.
 - (b) This post is located inside the Munro Scheduling Center facility, alternate Alarm Monitoring Station (AMS). This shall be a one-person post, manned 24 hours per day, 7 days per week. The security officer shall be equipped and trained as necessary to perform the required security services.
 - (c) The primary responsibility of this post shall be to provide monitoring of security alarm systems associated with the Munro facility and BPA's NERC CIP facilities, to include associated CCTV systems and remote security systems at all hours and under all conditions (similar to Ross Post 9 and 10). This post shall be familiar with duties related to Ross Posts 9 and 10, providing backup for these posts when necessary. This post shall interact with local

site and field personnel regarding access control and security issues following established procedures approved by OSCO relating to MCC/MSC as well as monitored field sites.

(iii) Designated Shifts

- (a) This post shall be manned in three 8-hour shifts as follows:
 - (i) Shift One: 0000 – 0800
 - (ii) Shift Two: 0800 – 1600
 - (iii) Shift Three: 1600 – 0000

(iv) Post Duties

- (a) Officers shall perform the following:
- (b) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
- (c) Monitor security alarm systems and CCTV systems for all designated sites and facilities, in addition to the MCC/MSC. Assess and document alarm activity according to established SOP's.
- (d) Maintain familiarity with all Ross Post 9 and Ross Post 10 duties. Provide backup as necessary for monitoring facilities and sites falling under the responsibility of Ross Post 9 and Ross Post 10.
- (e) Use established SOP's and procedures for responding to emergency situations or alarm activations, to include those alarms associated with NERC CIP facilities. Dispatch appropriate patrols and contact the local regional emergency communications agency (911) to request response from outside agencies for situations at the MSC/MCC complex. The Security Supervisor, Contract Manager and OSCO shall be notified when outside agencies are contacted to respond.
- (f) Notify local law enforcement, Security Supervisor, the Contract Manager, and OSCO in the event of suspicious or criminal activities in accordance with Standard Operating Procedures.
- (g) Follow established procedures relating to NERC CIP sites and contact the appropriate BPA Control Center (Dittmer or Munro) in response to alarms or other emergency situations occurring at field sites.
- (h) Respond to and electronically document alarms associated with NERC CIP sites and follow established response procedures. Documentation shall include alarm assessment, cause, and name of subject (if applicable) and security status of site.
- (i) Communicate with Munro Post 2 and Post 3 as needed to support daily security operations for MCC/MSC. Communicate information to Munro Post 2 and Post 3 regarding any unusual or suspicious activity.
- (j) Conduct periodic communication checks with Munro Post 2 and Post 3. Communications checks shall be conducted every hour. During increased threat levels, communications checks shall be conducted every 30 minutes. The frequency of communications checks may be changed by OSCO.
- (k) Conduct communication checks with the Ross AMS. Communication checks shall be conducted hourly during non-duty hours to include weekends and holidays.
- (l) Maintain the Security Desk Blotter, listing security-related activity to include NERC CIP sites. Formatting or content of specific blotter entries may be added or changed by OSCO. This blotter shall be electronically submitted daily to OSCO.
- (m) Perform other administrative functions associated with the monitoring of NERC CIP sites such as, but not limited to, maintaining electronic and hard copies of Weekly Alarm Mask

Outage Log, NERC Physical Security Perimeter (PSP) Alternate Access Log, Call-Down Lists, NERC Reports, and Duty Officer Schedules. Record and maintain CCTV clips and generate video clips of NERC CIP security-related incidents. Write and submit incident reports as applicable.

- (n) Electronically record information pertaining to false and nuisance alarms for NERC CIP and non-NERC CIP security systems in accordance with established procedures. Report problems with alarm system or CCTV system hardware or software in accordance with established procedures.
 - (o) Assist with security system testing of BPA HQ, Ross Complex and Vancouver Mall locations, also support OSCO Physical Security Specialists during alarm system testing.
 - (p) Maintain familiarity with operating and sending emergency notifications through the Emergency Notification System (ENS).
 - (q) Perform a combination of alarm monitoring duties and Emergency Notification System duties associated with Continuity of Operations activities.
 - (r) When performing Continuity of Operations duties, Munro Post 1 shall coordinate with the Ross AMS when leaving post to ensure continuous field site alarm system monitoring.
- c Munro Post 2, Munro Main Gate and Patrol
- (i) Description of Post
 - (a) This shall be a one-person post manned 24-hours per day, 7 days per week. The security officer shall be equipped and trained as necessary to perform the required security services.
 - (b) This post shall be located at the Munro Main Gate when the Munro Security Supervisor (Munro Post 3) is on duty.
 - (c) This post shall conduct patrol activity during hours when the Munro Security Supervisor (Munro Post 3) is not on duty, or as otherwise directed.
 - (d) This post shall be trained to provide support to Munro Post 1 for break relief, including monitoring surveillance and alarm systems for NERC CIP and non-NERC CIP sites.
 - (ii) Designated Shifts
 - (a) This post shall be manned in 12-hour shifts as follows:
 - (i) Shift One: 0600 – 1800
 - (ii) Shift Two: 1800 - 0600
 - (iii) Post Duties
 - (a) Officers shall perform the following:
 - (b) Perform duties in accordance with this SOW as applicable to location.
 - (c) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies to Contract Manager, OSCO and send notification to BPA Service Tracking in accordance with established procedures.
 - (d) While manning the Munro Main Gate, ensure only authorized personnel gain access to the MCC/MS complex. Process and screen visitors entering the complex and conduct vehicle inspections in accordance with established BPA requirements and current procedures approved by OSCO.
 - (e) While conducting patrol, remain highly visible in the areas around MCC, MSC, the Bell Maintenance Headquarters and Bell Substation facilities by conducting both vehicle and patrols. Patrol activity shall extend to all BPA fee-owned property associated with Bell Maintenance Headquarters, Bell Substation, and MCC/MS.

- (f) Respond to and investigate alarms on the complex.
 - (g) Respond to suspicious activity as observed or dispatched, or as reported by employees.
 - (h) Assist Munro Post 1 as required.
 - (i) Report suspicious activity to Munro Post 1, Munro Post 3, the Contract Manager and OSCO.
 - (j) Inform all visitors that firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor, or Contractor is carrying a weapon or other prohibited contraband, the officer shall act in accordance with established procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident shall immediately be reported to Munro Post 1, Munro Post 3, and OSCO.
 - (k) Perform other duties, such as Random Anti-terrorism Measures (RAMs) or other security measures initiated by OSCO.
- d Munro Post 3, Supervisor
- (i) Description of Post
 - (a) This post shall be manned 12 hours per day, Monday – Friday with the exception of designated federal holidays.
 - (b) Refer to SOW Sections B) 10) and B) 11).
 - (ii) Designated Shifts
 - (a) One (1) 12-hour shift per day, Monday – Friday with the exception of designated federal holidays.
 - (b) Shift time: 0600 – 1800
 - (iii) Post Duties
 - (a) Serve as a patrol function for the areas around MCC, MSC, the Bell Maintenance Headquarters and Bell Substation facilities by conducting both vehicle and patrols in addition to performing supervisory duties.
 - (b) Respond to and investigate alarms activations.
 - (c) Respond to suspicious activity as observed or dispatched, or as reported by employees.
 - (d) Assist Munro Post 1 as required.
 - (e) Ensure suspicious activity is reported to the Contract Manager and OSCO.
 - (f) Serve as the POC for daily protective force security operations and administration with management staff at the Munro complex and OSCO.
 - (g) Ensure compliance with all applicable portions of this statement of work as well as requirements for NERC CIP designated areas.
 - (h) Trained and certified to perform all security functions associated with Munro Post 1 and Munro Post 2. Provide back-up to Munro Post 1 or Post 2 as needed. Assist, relieve, and train officers as needed.
 - (i) Perform other administrative functions such as, but not limited to, maintaining hard copies and/or electronic copies of security checklists, training records, standard operating procedures, security alerts, termination advisories, call-down lists, incident reports, and physical security duty officer schedules. When necessary, ensure video clips of security-related incidents that meet evidentiary requirements are recorded and maintained. Ensure incident reports are accomplished, filed for record, and submitted to OSCO in a timely manner.

- (j) Ensure security officer reports are completed and that desk blotters and security incident reports are reviewed and submitted to OSCO.
- (iv) Vehicle Barriers and Security Procedures
 - (a) During normal duty hours, 0600 – 1800 on weekdays, the outer facility vehicle gate shall remain open, unless otherwise directed by OSCO, or if emergency conditions arise warranting securing the outer gate. In such cases, Munro Post 1, and OSCO shall be advised immediately.
 - (b) The outer vehicle gate shall remain closed, requiring personnel to badge in for access during non-business hours including holidays.
 - (c) The inner vehicle gate shall remain closed at all times, requiring personnel with authorized access to badge at a card reader to operate the gate.
 - (d) Munro Post 2 shall issue access cards to visitors allowing operation of the gate after screening and access to the General Office Building.
 - (e) The inner automated vehicle gate for the MCC area shall remain closed at all times.
 - (f) Visitors requiring access to the MCC shall be processed according to established procedures at the main gate before proceeding to the MCC gate and meeting their BPA host at the MCC Main Entry.

J) SECURITY OFFICER DEPLOYMENT

- 1) Additional Security Services requested by BPA will be paid at the Armed Security Officer rate unless pre-approved by an OSCO representative. BPA will reimburse Contractor for deployed Armed Security Supervisors who fill an Additional Services deployment post at the Armed Security Officer rate during the deployment unless OSCO representatives make the determination that supervisory duties will be appropriate during the deployment.
- 2) Armed Security officers may be deployed to non-energized sites or may remain outside of energized facilities providing security in the event of increased threats, criminal activity or if substantial BPA assets require protection. Officers remaining outside of energized access areas during deployment are not required to hold BPA Access Permits.
- 3) Security officers may be requested to deploy within energized access areas to provide security in the event of increased threats, criminal activity or if substantial BPA assets require protection.
- 4) Security officers deployed within energized facilities are required to hold valid Contractor's Access Permits, or other necessary permits, for energized facility access. To obtain this permit, each officer to be deployed to an energized facility **and** maintaining a Access Permit must meet all Substation Operations Group requirements for safety and training.
- 5) All security officers shall be familiar with safety information outlined in this section. In addition, officers must perform requirements contained in the deployed security officer post orders outlined below.
- 6) Emergency and Non-Emergency Deployment
 - a The Contractor may be asked to deploy security officers in situations arising from either 1) a credible and serious threat to a BPA facility, personnel, or resources, in the event OSCO determines a high likelihood of criminal activity could occur at a BPA site, or 2) when other activity such as an earthquake or other natural disaster potentially jeopardizes the BPA mission of providing electrical power. As directed by the CO, travel costs due to deployment outside of local areas where officers are assigned will be reimbursable in accordance with the Federal Travel Regulation (FTR). Travel cost estimates must be submitted in writing electronically and approved by the COR or other OSCO Physical Security (Federal employee) representative in advance of actual travel.
 - b Notification
 - (i) The Contractor will be notified in writing, e-mail, or phone of a pending security deployment. Deployment requests will be made verbally if a deployment is needed immediately. Notifications

are authorized from the CO, COR, Chief Security Officer or Physical Security Representatives (Federal) within OSCO.

c Training

- (i) Security officers must complete BPA provided energized facility safety training prior to posting within an energized environment. The Contractor shall maintain an up to date list of security officers who hold current Contractor Access Permits. The Contractor shall provide a copy of this list to the COR upon request.
- (ii) Security officers must complete any training required to maintain certification for the Contractor Access Permit and access to energized environments. Training shall be documented in electronic or hardcopy format by the Contractor and made available for to the COR upon request.

d Equipment

- (i) Contractor furnished equipment:
 - (a) All normal duty gear including rain gear, and cold weather gear as needed.
 - (b) Vehicle meeting the needs of the terrain and situation.
 - (c) Cellular Telephone.
 - (d) Portable Arming Barrel, or equivalent, safe procedure if arming/disarming is to occur on site.
 - (e) Water as needed.
 - (f) Other items deemed necessary by the Contractor or COR.

e Post Duties

- (i) Officers deployed shall be armed. The Contractor shall comply with the post duties as provided by OSCO as coordinated with deployed site responsible official. Deviations from post duties require email or verbal approval in advance from an OSCO representative.
- (ii) Upon arrival at an energized facility, the officer must follow BPA training for accessing an energized site.
- (iii) Upon arrival to a field site, security officers must meet with the BPA Site Supervisor. If this is not possible, the officer must follow the direction of OSCO through the on-duty Security Supervisor.
- (iv) If an intruder is discovered on site, security officers must attempt to control the situation in the safest manner possible. Security officers shall not pursue a suspect into an energized facility. If the intruder gains access to the energized yard and is non-compliant, security officers shall immediately notify the responsible AMS who will contact law enforcement for assistance and notify the appropriate Control Center. If an intrusion into an energized area is suspected, security officers shall notify the responsible AMS who will contact law enforcement for assistance and notify the appropriate Control Center. Security officers shall take a position of cover allowing for observation of the facility and await the arrival of law enforcement.
- (v) Security Officer Reports (SOR's hardcopy or electronic) must be maintained noting the date and time of various patrol duties such as perimeter, building, or surrounding area checks. Security officers must maintain record of the time and reason for the departure from posts. Security officers must coordinate post departures with the responsible AMS.
- (vi) At the end of shift, prior to departure, security officers must notify the appropriate AMS, and note the time of departure. Deployed security officers must maintain communication capability with the Responsible AMS unless circumstances, such as the remote location of the facility, prevent communications from the site.

f Discharge of Firearms

- (i) Officers shall avoid discharging a firearm in, around or near an energized facility unless no other alternative exists.

- (ii) Officers shall not discharge liquid (Aerosol Self Defense spray) within the energized environment due to possible electrocution hazard.

J) PERFORMANCE ASSURANCE

- 1) The Contractor shall establish a performance assurance or quality assurance program ensuring personnel performing duties have the appropriate knowledge, skills, and abilities to perform the following:
 - a Work in both corporate and industrial security functions
 - b Personnel are screened to meet the highest level of integrity to perform security-related duties
 - c Personnel are able to meet extensive background checks and security clearance standards
 - d Personnel meet appropriate physical capability/readiness levels associated with security-related duties
 - e Personnel retention is addressed to maintain continuity of personnel and a low employee turnover rate.
 - f This performance assurance, or quality assurance, program may be a pre-existing program employed by the Contractor. The program must meet any additional specific requirements outlined within this statement of work.
 - g The Contract Manager shall ensure all BPA-specific elements of the Performance Assurance Program outlined below are met.
- 2) Training Elements
 - a Job Task Analysis (JTA)
 - (i) A JTA shall be developed for all security posts within 90 calendar days of the award of the contract following the Oregon Department of Public Safety Standards and Training: "The Job Task Analysis (JTA) Process. <http://www.oregon.gov/dpsst/at/docs/thejtaprocess.pdf>
 - (ii) JTA's shall be reviewed and updated a minimum of annually. Reviews shall be documented by the Contractor and documentation provided to the COR.
 - (iii) The JTA shall provide the basis for contractor provided individual security post training as well as security post certifications.
- 3) Security Post Certifications
 - a The Contractor shall develop, review and or adapt methodology, requirements, documentation methods, and testing material to conduct initial security post certifications as well as annual (recurring) security post certification training specific to the BPA Security Services Contract implemented within 90 calendar days of the award of the contract.
 - b At a minimum, initial security post certifications shall include task knowledge/task performance certification based on the applicable security post JTA
 - c Annual security post certifications shall include at a minimum written knowledge testing of specific post procedures for all security officers posted. Similar posts may use the same as well as written testing. This shall apply for new hires and existing security officers newly assigned to a security post.
 - d Security post certification methodology shall be hierarchical and must be approved in advance by the COR.
- 4) Self-Assessments
 - a The Contractor shall conduct annual self-assessments relating to security posts, post duties, and security training, security firearms training, and firearms safety.
 - b Self-assessments must identify findings, if applicable, and corrective actions.

- c The Contractor shall track and follow-up on corrective actions in an effort to close identified findings.
- d The Contractor shall notify the COR upon the initiation of a self-assessment and shall provide to the COR the written self-assessment report in an electronic format within 20 business days of assessment completion.

5) Performance Testing

- a The Contractor shall develop methodology as part of their internal Quality Control Program to implement, document, and maintain performance testing (e.g. alarm response performance tests and limited scope performance tests) for the security force carried out by Contractor assigned personnel: Contract Manager, Contract Quality Control personnel or designated security supervisors.
- b Performance testing methodology shall include an applicable safety plan which shall be approved in advance by the COR before implementation.
- c Performance testing methodology shall be finalized for approval within 120 calendar days following award of the contract.
- d Once finalized and implemented, written records of performance testing shall be forwarded to the COR.
- e Limited Scope Performance testing shall be performed a minimum of twice a month and documented. Documentation shall include evaluation criteria/objectives, results, and corrective actions needed, if applicable.

J) PERFORMANCE EVALUATIONS

- 1) The CO and COR shall meet with Contractor senior personnel assigned to support the contract in-person or via phone not less than annually to discuss results of BPA quality control findings and overall performance.
- 2) The Contractor shall provide a plan for corrective actions within 5 calendar days following notification from the CO or COR of corrective action, poor performance or failure to perform. The Contractor must provide information on actions to be taken and expected completion date and notification when corrective actions are completed.

APPENDIX 1 – SUBCONTRACTING PLAN

The approved full text subcontracting plan is located in the official file. This page is intentionally left blank.

APPENDIX 2 – COLLECTIVE BARGAINING AGREEMENT

The full text collective bargaining agreement, signed 8/19/2019, is located in the official file. This page is intentionally left blank.



Bonneville Power Administration

Physical Security Services
Request for Offers No. 4293

PART 1: Business/ Pricing Proposal

FOR OFFICIAL USE ONLY PROPRIETARY INFORMATION: This proposal includes data that shall not be disclosed outside the Bonneville Power Administration and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of – or in connection with – the submission of this data, the Bonneville Power Administration shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Bonneville Power Administration’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all sheets of this Volume.

SUBMITTED BY:

Inter-Con Security Systems, Inc.

210 South De Lacey Avenue

Suite 200

Pasadena, CA 91105

T: 626.535.2234

F: 626.685.9120

SUBMITTED TO:

ATTN: Cody Rodriguez, NSSF-4

clrodriguez@bpa.gov

U.S. Department of Energy

Bonneville Power Administration

P.O. Box 3621

Portland, OR 97208-3621

T: 503.230.4262



Bonneville Power Administration

Physical Security Services

Request for Offers No. 4293

PART 1: Business/Pricing Proposal

FOR OFFICIAL USE ONLY PROPRIETARY INFORMATION: This proposal includes data that shall not be disclosed outside the Bonneville Power Administration and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of – or in connection with – the submission of this data, the Bonneville Power Administration shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Bonneville Power Administration’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all sheets of this Volume.

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PART 1 – BUSINESS/ PRICING PROPOSAL

I. ATTACHMENT 4 – REQUEST FOR QUOTE/OFFERS AND AWARD

ATTACHMENT 4 – REQUEST FOR QUOTE/OFFERS AND AWARD

**BONNEVILLE
POWER ADMINISTRATION**

Request for Offers and Award

Return RFO Responses to:
Attn: Cody Rodriguez, NSSF-4
clrodriguez@bpa.gov

RFO: 4293
Due Date: June 8, 2018
Due Time: 2:00 PM (PDT)
Issued: April 30, 2018

Issued by:
U.S. Department of Energy
Bonneville Power Administration
PO Box 3621
Portland, OR 97208-3621

Please Direct Inquiries to:
Cody Rodriguez
Phone: (503) 230-4262
Email: clrodriguez@bpa.gov

Title: Physical Security Services

Base Period Price:
Option Period 1 Price:
Option Period 2 Price:
Option Period 3 Price:
Option Period 4 Price:
Transition Option Price:
Offer Total Price (Base plus all options):

(b) (4)

OFFER

To be completed by Offeror:

Offeror hereby offers to Bonneville Power Administration the services at the prices stated in the attached offer.

Inter-Con Security Systems, Inc.
Offeror's Name

210 South De Lacey Avenue, Suite 200, Pasadena
Address

California 91105-2048
State 9 Digit Zip Code

Signature

Neil Martau, Chief Administrative Officer
Name/Title of Authorized person to sign offer
(Type or print)

June 8, 2018
Date Signed

PART 1 – BUSINESS/ PRICING PROPOSAL

ii. ATTACHMENT 2 – REPRESENTATIONS AND CERTIFICATIONS

ATTACHMENT 2 -- REPRESENTATIONS AND CERTIFICATIONS

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TAXPAYER IDENTIFICATION NUMBER (4-1) (MAR 2018)(BPI 4.5.2)

NOTE: (1) Taxpayer Identification Number (TIN) reporting does not apply to a Federal agency, a foreign government or a foreign business not engaged in business or trade or without an agent capable of receiving payment within the United States

(2) The TIN for Bonneville is 93-0334712.

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

Taxpayer Identification Number **(b) (4)**

TYPE OF BUSINESS ORGANIZATION (11-1) (SEP 2002)(BPI 11.12.2.1(A))

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

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

SUPPLIER DIVERSITY PROGRAM AWARD REPRESENTATION (8-1) (MAR 2018) (BPI 8.3.1.1(A))

(a)

NAICS CODE	Size Standard in Millions of Dollars <i>OR</i> Size Standards in Number of Employees
------------	---

(b) (4)

(b) The offeror represents that:

- (1) it is ☐, is not ☒ a small business concern.
- (2) it is ☐, is not ☒ a HUBZone small business concern.
- (3) it is ☐, is not ☒ a disadvantaged small business concern (this includes Native American owned small business, 8(a) program and any other disadvantaged small business concerns).
- (4) it is ☐, is not ☒ a women-owned small business concern.
- (5) it is ☐, is not ☒ a economically disadvantaged women-owned small business concern.
- (6) it is ☐, is not ☒ a veteran-owned small business concern.
- (7) it is ☐, is not ☒ a disabled veteran-owned small business concern.

**OFFEROR REPRESENTATIONS AND CERTIFICATIONS – PROHIBITED FOREIGN TRANSACTIONS (9-9)
(MAR 2018) (BPI 9.3.2.1(A)(B))**

- (a) The representations in (b)(1) and certifications in (b)(2) and b(3) do not apply if the procurement is covered by a trade agreement as defined in BPI 9.4.2 and the offeror has certified that all the offered products are designated country end products or designated country material.
- (b) By submission of its offer, the offeror:
 - (1) Represents, to the best of its knowledge that the offeror does not export any sensitive technology as defined in Pub. L. 111-195 Section 106 to the government of Iran or any entities or individuals owned or controlled by, or acting on the behalf of the government of Iran.
 - (2) Certifies that the offeror, or any person owned of controlled by the offeror, does not engage in activities that may result in sanctions under Section 5 of the Iran Sanctions Act (Pub. L. 111-195 et seq.).
 - (3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.)
 - (4) Certifies that the offeror does not conduct any restricted business operations in Sudan as defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174).

PART 1 - BUSINESS/ PRICING PROPOSAL

iii. SMALL BUSINESS SUBCONTRACTING PLAN

Small, Disadvantaged, Woman-Owned, Hubzone, Service Disabled Veteran-Owned Small Business Subcontracting Plan [RFO Section BPI 8.3.4.1(A); and FAR Part 52.219-9]

<i>Subcontracting Plan</i>	
Date of Plan	June 8, 2018
Contractor	Inter-Con Security Systems, Inc.
Address	210 South De Lacey Ave, Pasadena, CA 91105
Solicitation Number	RFO 4293
Item/Service (Description)	Physical Security Services
Total Contract Amount	(b) (4)
Period of Contract Performance	11/01/2018 – 09/30/2023

This individual Subcontracting Plan (the “Plan”) for Small Business Concerns (SB), including ANCs and Indian Tribes, Veteran-Owned Small Businesses, Service-Disabled Veteran-Owned Small Business Concerns (“SDV”), HUBZone Small Business Concerns (“HUBZone”), Small Disadvantaged Business Concerns (“SDB”) (including ANCs and Indian Tribes) and Women-Owned Small Business Concerns (“WOSB”) is submitted in compliance with the requirements of Solicitation Number 4293 and FAR 52.219-9.

1. Subcontracting Percentage Goals [FAR PART 52.219-9(d)(1)]

The percentages of total planned subcontracting dollars are presented in **Figure 1**.

Figure 1: Subcontracting Percentage Goals for Fiscal Year 2018

<i>Type of Business</i>	<i>Percent</i>
Small Business Concerns	(b) (4)
Economically Disadvantaged Small Business Concerns	
Women Owned Small Business Concerns	

2. Planned Subcontracting Dollars [FAR PART 52.219-9(d)(2)]

The total value of total planned subcontracting dollars is presented in **Figure 2**.

Figure 2: Planned Subcontracting Dollars

Type of Business	Base	OY1	OY2	OY3	OY4
Total \$ Planned to be Subcontracted	(b) (4)				
Total \$ Planned to be Subcontracted to Small Business Concerns					
Total \$ Planned to be Subcontracted to Economically Disadvantaged Small Business Concerns					
Total \$ Planned to be Subcontracted to Women-Owned Small Business Concerns					

3. Principal Types of Supplies and Services to be Subcontracted [FAR PART 52.219-9(d)(3)]

The following equipment, supplies, and services will be purchased through small and disadvantaged businesses, whenever feasible, in support of the UPSP contract. Inter-Con has several long-term relationships with qualified local and regional small and disadvantaged businesses and continues to identify new companies as Inter-Con expands into new markets. The following tables represent the relationships that we have developed over our extensive years of providing security services. Inter-Con will continue making subcontract purchases with these vendors in support of contract performance.

Figure 3: Small Business Subcontracting

Type of Business	Inter-Con Large Subcontractors	Type of Purchase
Small Business Concerns	(b) (4)	Uniforms
Economically Disadvantaged Small Business Concerns		Body Armor
Women Owned Small Business Concerns		Medical Examination Drug Testing
		Ammunition

4. Method Used to Develop Subcontracting Goals [FAR PART 52.219-9(d)(4)]

The contract was reviewed to determine the potential for subcontracting opportunities, i.e., requirements for items such as supplies, equipment, or services which can be satisfied through “outside” support.

Where such opportunities were identified, price and performance estimates were secured from a cross-section of qualified concerns and institutions, attempting to place the highest possible percentage share of work with Economically Disadvantaged Small Businesses, Veteran-Owned Small Businesses, Women-Owned Small Businesses, Historically Underutilized Business Zone Businesses, or Service-Disabled Veteran-Owned Small Businesses (hereafter jointly referred to as Small and Disadvantaged Businesses), price, and other factors considered.

The total estimated dollar value of the anticipated subcontract effort was calculated and this dollar value was established as the goal for “Total Dollars Planned to be Subcontracted”. Our goals for subcontracting to Small and Disadvantaged Businesses were contained within our goals for subcontracting to Small Business Concerns. Inter-Con’s small business goals correspond with the subcontracting goals established between the BPA and the Small Business Administration for the current fiscal year.

5. Method Used to Identify Subcontracting Sources [FAR PART 52.219-9(d)(5)]

To identify potential sources among Small and Disadvantaged Businesses in actual procurements, Inter-Con has available, and uses as appropriate, the following information resources:

- Existing company source lists developed performing the subject contract for the past 21 years
- Central Contractor Registration
- Small Business Administration’s List of Certified Small Disadvantaged Concerns
- National Minority Purchasing Council Vendor Information Service
- The Research and Information Division of the Minority Business Development Agency, Department of Commerce
- Brochures from individual organizations
- Vitae from independent consultants
- State, County, and other local directories of Small and Disadvantaged Businesses concerns

6. Inclusion of Indirect Costs in Subcontracting Goals [FAR PART 52.219-9(d)(6)]

Inter-Con has included indirect costs in establishing its goals for subcontracting to Small and Disadvantaged Businesses. Indirect cost rates are based upon the use of current data from Inter-Con’s Cost Proposal. Inter-Con determined the proportionate share of indirect costs to be incurred with Small and Disadvantaged Businesses by comparing the costs of all expenditure types described in Paragraph 4.3 above that are categorized as indirect costs.

7. Identification of the Subcontracting Administrator [FAR PART 52.219-9(d)(7)]

Mr. Neil Martau serves as Inter-Con’s Small Business Liaison Officer (SBLO) and will administer the subcontracting plan.

8. Duties and Responsibilities of the Subcontracting Administrator [FAR Part 52.219-9(d)(7)]

The SBLO prepares and supervises the preparation of documentation for submission of Request for Offer (RFO) to potential vendors; analyzes and evaluates cost/price data of proposals received; negotiates prices, terms, and conditions for Small and Disadvantaged Businesses contracting plans and technical requirements with selected vendors; prepares necessary documentation justifying approval and award of the subcontract; places the subcontract; and administers same through close-out. This position is responsible for the procurement of supplies and services in a timely manner with due regard for quality, price, delivery, and contractual coverage for same.

Duties and responsibilities of the SBLO include, but are not limited to, the following with respect to Small and Disadvantaged Businesses:

- Exercises overall corporate responsibility for administration of the plan.
- Prepares and supervises the preparation of request for proposals and quotations to vendors including Small and Disadvantaged Businesses.
- Evaluates replies thereto, including cost and/or price analysis; recommends Small and Disadvantaged Businesses vendor sources.
- Prepares, negotiates, and issues subcontracts to vendors, including Small and Disadvantaged Businesses.
- Encourages buyers and technical personnel to solicit Small and Disadvantaged Businesses.
- Establishes and maintains source lists of Small and Disadvantaged Businesses.
- Assists in conducting vendor surveys to determine Small and Disadvantaged Businesses vendor capabilities.
- Provides guidance to program technical personnel regarding timely development of Small and Disadvantaged Businesses interest and competitive sources.
- Provides maximum practicable opportunity for Small and Disadvantaged Businesses to participate in the performance of the contract.
- Provides guidance and assistance to clarify the requirements of the solicitation to ensure that Small and Disadvantaged Businesses have an equitable opportunity to compete for subcontracts/purchase orders.
- Includes applicable Small and Disadvantaged Businesses provisions in subcontracts, as required by Federal Regulations.
- Continuously searches for qualified sources to be added to the Small and Disadvantaged Businesses source lists.
- Monitors lower tier subcontractor compliance with Small and Disadvantaged Businesses Subcontracting Plan.
- Maintains records and submits required periodic reports by individual contract, and cooperates in studies and surveys as may be required by federal agencies or the SBA.

9. Subcontracting Competition Efforts [FAR PART 52.219-9(d)(8)]

The SBLO reviews the program with top management personnel on a semi-annual basis. More frequent meetings are called to resolve specific problems. Management takes action as necessary, based upon semi-annual reporting, to resolve problems being encountered with meeting goals. Special assistance is rendered to Small and Disadvantaged Businesses by arranging solicitations, time for preparation of bids and quotations, quantities, and delivery schedules to facilitate participation by such firms. Such assistance is rendered not only on an as-needed basis, but includes such outreach efforts as company-representative attendance at Small Business Procurement Conferences and Statewide Minority Trade Shows.

To assure that Small and Disadvantaged Businesses have an equitable opportunity to compete for subcontracts, Inter-Con will:

- Advertise for bids from interested business enterprises not less than 10 calendar days prior to the submission of bids or proposals in newspapers, trade association publications, minority or trade-oriented publications, trade journals, or other appropriate media.
- Provide written notice of intent to bid on the contract to Small and Disadvantaged Businesses having an interest in participating in such contract(s). Such notice will be provided not less than 10 calendar days prior to the bid submittal date. Inter-Con will document that invitations for subcontracting bids were sent to available Small and Disadvantaged Businesses for each portion of work.
- Follow-up initial solicitations of interest by contacting the Small and Disadvantaged Businesses to determine whether they are interested in participating in the project work.

- Provide interested Small and Disadvantaged Businesses with information about plans, specifications, and requirements for selected subcontracting work.
- Request assistance from organizations that provide assistance in the recruitment and placement of Small and Disadvantaged Businesses not less than 15 calendar days prior to the bid submittal date.
- Negotiate in good faith with interested Small and Disadvantaged Businesses, and not unjustifiably reject bids or proposals prepared by any enterprise.
- Advise and assist interested Small and Disadvantaged Businesses in obtaining bonds, lines of credit, or required insurance.

Given the nature of the supplies and services required by this contract, Inter-Con does not anticipate any make-or-buy decisions. However, in those situations, which lend themselves to a determination as to make or buy an item, one-on-one dialogue is conducted between the buyer and the person requiring the item. All available information is acquired and, as early as possible in the procurement cycle, the potential of Small and Disadvantaged Businesses to respond to either the make-or-buy situation is assessed, a price/cost analysis accomplished, and a decision as to which purchasing avenue to pursue, always with consideration of small business sources.

All inquiries from small business concerns in regard to subcontracting opportunities are responded to, the name of the firm added to the company's list of Small and Disadvantaged Businesses, if not already listed, and the name and capabilities, if furnished, are disseminated to concerned company personnel. Technical support, where possible, is discussed in attempts to provide these firms with increased potential for opportunities.

10. Utilization of Small Business Concerns [FAR PART 52.219-9(d)(9)]

The Federal Acquisition Regulation (FAR) clause 52.219-8 "Utilization of Small Business Concerns" shall be incorporated in all subcontracts which offer further subcontracting opportunities. In addition, Inter-Con will require our first-tier subcontractors (except small business concerns) receiving awards in excess of \$700,000 to adopt a plan in compliance with FAR clause 52.219-9 "Small Business Subcontracting Plan."

11. Subcontracting Reports and Surveys [FAR PART 52.219-9(d)(10) through FAR PART 52.219-9(d)(1)(IV)]

Inter-Con will cooperate in studies or surveys as may be required; will submit periodic reports so that the Government can determine the extent of compliance by Inter-Con with the subcontracting plan; will submit the Individual Subcontract Report (ISR), and the Summary Subcontract Report (SSR) using the Electronic Subcontracting Reporting System, or as provided in agency regulations, and ensure that subcontractors agree to submit the ISR and/or the SSR using the eSRs. This will include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts intended for use by multiple agencies. **The reports will be submitted within 30 days after the close of each calendar period as indicated.**

<i>Calendar Period</i>	<i>Report Due</i>	<i>Date Due</i>
10/01 – 03/31	ISR	04/30
04/01 – 09/30	ISR	10/30
10/01 – 09/30	SSR	10/30

12. Subcontracting Records [FAR PART 52.219-9(d)(11)]

Inter-Con will maintain records concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists, and records describing its efforts to locate Small and Disadvantaged Businesses and award subcontracts to them. The records shall include the following information on a company-wide basis, unless indicated:

- Source lists (e.g. PRO-Net, SAM), guides, and other data that identify Small and Disadvantaged Businesses.
- Organizations contacted in an attempt to locate sources that are Small and Disadvantaged Businesses.
- Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating whether Small and Disadvantaged Businesses concerns were solicited, and, if not, why not; and if applicable, the reason award was not made to a small business concern.
- Records of any outreach efforts to contact trade associations; business development organizations; and conferences and trade fairs to locate Small and Disadvantaged Business sources.
- Records of internal guidance and encouragement provided to buyers through workshops, seminars, and training; and monitoring performance to evaluate compliance with the program's requirements.
- On a contract-by-contract basis, records to support award data submitted by Inter-Con to the Government, including the name, address, and business size of each subcontractor.

13. Subcontracting Records [FAR PART 52.219-9(d)(12)]

This section of the FAR is not applicable to this solicitation.

14. Subcontracting Records [FAR PART 52.219-9(d)(13)]

This section of the FAR is not applicable to this solicitation.

15. Subcontracting Records [FAR PART 52.219-9(d)(14)]

Inter-Con assures it will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

16. Subcontracting Records [FAR PART 52.219-9(d)(15)]

Inter-Con assures it will make payments to small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract. We value the relationship of our small business subcontractors and if a situation arises where there is a reduced or untimely payment to a small business subcontractor, Inter-Con will notify the contracting officer.

PART 1 – BUSINESS/ PRICING PROPOSAL

iv. ATTACHMENT 3 – SCHEDULE OF PRICING

ATTACHMENT 3 DRAFT CONTRACT

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

The contractor shall provide the services at the prices identified in accordance with the Statement of Work (SOW). Contract Line Item Numbers (CLINs) 0001 – 0005 and corresponding option period CLINs are FFP. CLINs 0006 – 0008 and corresponding option period CLINs are T&M based on actual costs. The Contractor submitted cost estimates must be submitted to and approved by the COR in advance.

Contract extension in accordance with BPI Clause 7-39 Option to Extend Services is based on the schedule of prices.

CLIN	Description	Unit	Quantity	Unit Price	Price
Base Period: 11/1/2018 - 9/30/2019					
0001	Headquarters Complex Security Posts	MO	(b) (4)		
0002	Ross Complex Security Posts	MO			
0003	Park Place Complex Security Posts	MO			
0004	Eugene Starr Complex Security Posts	MO			
0005	Munro Complex Security Posts	MO			
0006	Deployment and Urgent Security Services OR				
0006A	Security Officer, Unarmed – Standard Rate	HR			
0006B	Security Officer, Armed – Standard Rate	HR			
0006C	Security Officer, Supervisor – Standard Rate	HR			
0006D	Alarm Monitor – Standard Rate	HR			
0006E	Security Officer, Unarmed – Overtime Rate	HR			
0006F	Security Officer, Armed – Overtime Rate	HR			
0006G	Security Officer, Supervisor – Overtime Rate	HR			
0006H	Alarm Monitor – Overtime Rate	HR			
0007	Deployment and Urgent Security Services WA				
0007A	Security Officer, Unarmed – Standard Rate	HR			
0007B	Security Officer, Armed – Standard Rate	HR			
0007C	Security Officer, Supervisor – Standard Rate	HR			
0007D	Alarm Monitor – Standard Rate	HR			
0007E	Alarm Monitor, Supervisor – Standard Rate	HR			
0007F	Security Officer, Unarmed – Overtime Rate	HR			
0007G	Security Officer, Armed – Overtime Rate	HR			
0007H	Security Officer, Supervisor – Overtime Rate	HR			
0007I	Alarm Monitor – Overtime Rate	HR			
0007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
0008	Travel Costs IAW FTR				

CLIN	Description	Unit	Quantity	Unit Price	Price
Base Period Total:					
Option Period 1: 10/1/2019 - 9/30/2020					
1001	Headquarters Complex Security Posts	MO	(b) (4)		
1002	Ross Security Posts	MO			
1003	Park Place Security Posts	MO			
1004	Eugene Starr Complex Security Posts	MO			
1005	Munro Security Posts	MO			
1006	Deployment and Urgent Security Services OR				
1006A	Security Officer, Unarmed – Standard Rate	HR			
1006B	Security Officer, Armed – Standard Rate	HR			
1006C	Security Officer, Supervisor – Standard Rate	HR			
1006D	Alarm Monitor – Standard Rate	HR			
1006E	Security Officer, Unarmed – Overtime Rate	HR			
1006F	Security Officer, Armed – Overtime Rate	HR			
1006G	Security Officer, Supervisor – Overtime Rate	HR			
1006H	Alarm Monitor – Overtime Rate	HR			
1007	Deployment and Urgent Security Services WA				
1007A	Security Officer, Unarmed – Standard Rate	HR			
1007B	Security Officer, Armed – Standard Rate	HR			
1007C	Security Officer, Supervisor – Standard Rate	HR			
1007D	Alarm Monitor – Standard Rate	HR			
1007E	Alarm Monitor, Supervisor – Standard Rate	HR			
1007F	Security Officer, Unarmed – Overtime Rate	HR			
1007G	Security Officer, Armed – Overtime Rate	HR			
1007H	Security Officer, Supervisor – Overtime Rate	HR			
1007I	Alarm Monitor – Overtime Rate	HR			
1007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
1008	Travel Costs IAW FTR				
Option Period 1 Total:					
Option Period 2: 10/1/2020 - 9/30/2021					
2001	Headquarters Complex Security Posts	MO	(b) (4)		
2002	Ross Security Posts	MO			
2003	Park Place Security Posts	MO			
2004	Eugene Starr Complex Security Posts	MO			
2005	Munro Security Posts	MO			
2006	Deployment and Urgent Security Services OR				
2006A	Security Officer, Unarmed – Standard Rate	HR			
2006B	Security Officer, Armed – Standard Rate	HR			
2006C	Security Officer, Supervisor – Standard Rate	HR			
2006D	Alarm Monitor – Standard Rate	HR			

CLIN	Description	Unit	Quantity	Unit Price	Price
2006E	Security Officer, Unarmed – Overtime Rate	HR		(b) (4)	
2006F	Security Officer, Armed – Overtime Rate	HR			
2006G	Security Officer, Supervisor – Overtime Rate	HR			
2006H	Alarm Monitor – Overtime Rate	HR			
2007	Deployment and Urgent Security Services WA				
2007A	Security Officer, Unarmed – Standard Rate	HR			
2007B	Security Officer, Armed – Standard Rate	HR			
2007C	Security Officer, Supervisor – Standard Rate	HR			
2007D	Alarm Monitor – Standard Rate	HR			
2007E	Alarm Monitor, Supervisor – Standard Rate	HR			
2007F	Security Officer, Unarmed – Overtime Rate	HR			
2007G	Security Officer, Armed – Overtime Rate	HR			
2007H	Security Officer, Supervisor – Overtime Rate	HR			
2007I	Alarm Monitor – Overtime Rate	HR			
2007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
2008	Travel Costs IAW FTR				
				Option Period 2 Total:	
Option Period 3: 10/1/2021 - 9/30/2022					
3001	Headquarters Complex Security Posts	MO		(b) (4)	
3002	Ross Security Posts	MO			
3003	Park Place Security Posts	MO			
3004	Eugene Starr Complex Security Posts	MO			
3005	Munro Security Posts	MO			
3006	Deployment and Urgent Security Services OR				
3006A	Security Officer, Unarmed – Standard Rate	HR			
3006B	Security Officer, Armed – Standard Rate	HR			
3006C	Security Officer, Supervisor – Standard Rate	HR			
3006D	Alarm Monitor – Standard Rate	HR			
3006E	Security Officer, Unarmed – Overtime Rate	HR			
3006F	Security Officer, Armed – Overtime Rate	HR			
3006G	Security Officer, Supervisor – Overtime Rate	HR			
3006H	Alarm Monitor – Overtime Rate	HR			
3007	Deployment and Urgent Security Services WA				
3007A	Security Officer, Unarmed – Standard Rate	HR			
3007B	Security Officer, Armed – Standard Rate	HR			
3007C	Security Officer, Supervisor – Standard Rate	HR			
3007D	Alarm Monitor – Standard Rate	HR			
3007E	Alarm Monitor, Supervisor – Standard Rate	HR			
3007F	Security Officer, Unarmed – Overtime Rate	HR			
3007G	Security Officer, Armed – Overtime Rate	HR			

CLIN	Description	Unit	Quantity	Unit Price	Price	
3007H	Security Officer, Supervisor – Overtime Rate	HR		(b) (4)		
3007I	Alarm Monitor – Overtime Rate	HR				
3007J	Alarm Monitor, Supervisor – Overtime Rate	HR				
3008	Travel Costs IAW FTR					
				Option Period 3 Total:		
Option Period 4: 10/1/2022 - 9/30/2023						
4001	Headquarters Complex Security Posts	MO		(b) (4)		
4002	Ross Security Posts	MO				
4003	Park Place Security Posts	MO				
4004	Eugene Starr Complex Security Posts	MO				
4005	Munro Security Posts	MO				
4006	Deployment and Urgent Security Services OR					
4006A	Security Officer, Unarmed – Standard Rate	HR				
4006B	Security Officer, Armed – Standard Rate	HR				
4006C	Security Officer, Supervisor – Standard Rate	HR				
4006D	Alarm Monitor – Standard Rate	HR				
4006E	Security Officer, Unarmed – Overtime Rate	HR				
4006F	Security Officer, Armed – Overtime Rate	HR				
4006G	Security Officer, Supervisor – Overtime Rate	HR				
4006H	Alarm Monitor – Overtime Rate	HR				
4007	Deployment and Urgent Security Services WA					
4007A	Security Officer, Unarmed – Standard Rate	HR				
4007B	Security Officer, Armed – Standard Rate	HR				
4007C	Security Officer, Supervisor – Standard Rate	HR				
4007D	Alarm Monitor – Standard Rate	HR				
4007E	Alarm Monitor, Supervisor – Standard Rate	HR				
4007F	Security Officer, Unarmed – Overtime Rate	HR				
4007G	Security Officer, Armed – Overtime Rate	HR				
4007H	Security Officer, Supervisor – Overtime Rate	HR				
4007I	Alarm Monitor – Overtime Rate	HR				
4007J	Alarm Monitor, Supervisor – Overtime Rate	HR				
4008	Travel Costs IAW FTR					
				Option Period 4 Total:		
Transition Option: 9/1/2018 - 10/31/2018						
5001	Physical Security Transition Services	MO		(b) (4)		
				Option to Extend Total:		
				Base and Exercised Options Total:		
				Base and All Options Total:		

iv. ATTACHMENT 3 – ALTERNATE SCHEDULE OF PRICING

ATTACHMENT 3 DRAFT CONTRACT

**ALTERNATE
SCHEDULE OF PRICING (28-2)
(JUL 2013)(BPI 28.3.4(F))**

MUNRO POST 2 & CELILO POST 2 @ 24/7 POST COVERAGE

The contractor shall provide the services at the prices identified in accordance with the Statement of Work (SOW). Contract Line Item Numbers (CLINs) 0001 – 0005 and corresponding option period CLINs are FFP. CLINs 0006 – 0008 and corresponding option period CLINs are T&M based on actual costs. The Contractor submitted cost estimates must be submitted to and approved by the COR in advance.

Contract extension in accordance with BPI Clause 7-39 Option to Extend Services is based on the schedule of prices.

CLIN	Description	Unit	Quantity	Unit Price	Price
Base Period: 11/1/2018 - 9/30/2019					
0001	Headquarters Complex Security Posts	MO	(b) (4)		
0002	Ross Complex Security Posts	MO			
0003	Park Place Complex Security Posts	MO			
0004	Eugene Starr Complex Security Posts	MO			
0005	Munro Complex Security Posts	MO			
0006	Deployment and Urgent Security Services OR				
0006A	Security Officer, Unarmed – Standard Rate	HR			
0006B	Security Officer, Armed – Standard Rate	HR			
0006C	Security Officer, Supervisor – Standard Rate	HR			
0006D	Alarm Monitor – Standard Rate	HR			
0006E	Security Officer, Unarmed – Overtime Rate	HR			
0006F	Security Officer, Armed – Overtime Rate	HR			
0006G	Security Officer, Supervisor – Overtime Rate	HR			
0006H	Alarm Monitor – Overtime Rate	HR			
0007	Deployment and Urgent Security Services WA				
0007A	Security Officer, Unarmed – Standard Rate	HR			
0007B	Security Officer, Armed – Standard Rate	HR			
0007C	Security Officer, Supervisor – Standard Rate	HR			
0007D	Alarm Monitor – Standard Rate	HR			
0007E	Alarm Monitor, Supervisor – Standard Rate	HR			
0007F	Security Officer, Unarmed – Overtime Rate	HR			
0007G	Security Officer, Armed – Overtime Rate	HR			
0007H	Security Officer, Supervisor – Overtime Rate	HR			
0007I	Alarm Monitor – Overtime Rate	HR			

CLIN	Description	Unit	Quantity	Unit Price	Price
0007J	Alarm Monitor, Supervisor – Overtime Rate	HR	(b) (4)		
0008	Travel Costs IAW FTR				
			Base Period Total:		
Option Period 1: 10/1/2019 - 9/30/2020					
1001	Headquarters Complex Security Posts	MO	(b) (4)		
1002	Ross Security Posts	MO			
1003	Park Place Security Posts	MO			
1004	Eugene Starr Complex Security Posts	MO			
1005	Munro Security Posts	MO			
1006	Deployment and Urgent Security Services OR				
1006A	Security Officer, Unarmed – Standard Rate	HR			
1006B	Security Officer, Armed – Standard Rate	HR			
1006C	Security Officer, Supervisor – Standard Rate	HR			
1006D	Alarm Monitor – Standard Rate	HR			
1006E	Security Officer, Unarmed – Overtime Rate	HR			
1006F	Security Officer, Armed – Overtime Rate	HR			
1006G	Security Officer, Supervisor – Overtime Rate	HR			
1006H	Alarm Monitor – Overtime Rate	HR			
1007	Deployment and Urgent Security Services WA				
1007A	Security Officer, Unarmed – Standard Rate	HR			
1007B	Security Officer, Armed – Standard Rate	HR			
1007C	Security Officer, Supervisor – Standard Rate	HR			
1007D	Alarm Monitor – Standard Rate	HR			
1007E	Alarm Monitor, Supervisor – Standard Rate	HR			
1007F	Security Officer, Unarmed – Overtime Rate	HR			
1007G	Security Officer, Armed – Overtime Rate	HR			
1007H	Security Officer, Supervisor – Overtime Rate	HR			
1007I	Alarm Monitor – Overtime Rate	HR			
1007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
1008	Travel Costs IAW FTR				
			Option Period 1 Total:		
Option Period 2: 10/1/2020 - 9/30/2021					
2001	Headquarters Complex Security Posts	MO	(b) (4)		
2002	Ross Security Posts	MO			
2003	Park Place Security Posts	MO			
2004	Eugene Starr Complex Security Posts	MO			
2005	Munro Security Posts	MO			
2006	Deployment and Urgent Security Services OR				
2006A	Security Officer, Unarmed – Standard Rate	HR			
2006B	Security Officer, Armed – Standard Rate	HR			

CLIN	Description	Unit	Quantity	Unit Price	Price		
2006C	Security Officer, Supervisor – Standard Rate	HR	(b) (4)				
2006D	Alarm Monitor – Standard Rate	HR					
2006E	Security Officer, Unarmed – Overtime Rate	HR					
2006F	Security Officer, Armed – Overtime Rate	HR					
2006G	Security Officer, Supervisor – Overtime Rate	HR					
2006H	Alarm Monitor – Overtime Rate	HR					
2007	Deployment and Urgent Security Services WA						
2007A	Security Officer, Unarmed – Standard Rate	HR					
2007B	Security Officer, Armed – Standard Rate	HR					
2007C	Security Officer, Supervisor – Standard Rate	HR					
2007D	Alarm Monitor – Standard Rate	HR					
2007E	Alarm Monitor, Supervisor – Standard Rate	HR					
2007F	Security Officer, Unarmed – Overtime Rate	HR					
2007G	Security Officer, Armed – Overtime Rate	HR					
2007H	Security Officer, Supervisor – Overtime Rate	HR					
2007I	Alarm Monitor – Overtime Rate	HR					
2007J	Alarm Monitor, Supervisor – Overtime Rate	HR					
2008	Travel Costs IAW FTR						
			Option Period 2 Total:				
Option Period 3: 10/1/2021 - 9/30/2022							
3001	Headquarters Complex Security Posts	MO	(b) (4)				
3002	Ross Security Posts	MO					
3003	Park Place Security Posts	MO					
3004	Eugene Starr Complex Security Posts	MO					
3005	Munro Security Posts	MO					
3006	Deployment and Urgent Security Services OR						
3006A	Security Officer, Unarmed – Standard Rate	HR					
3006B	Security Officer, Armed – Standard Rate	HR					
3006C	Security Officer, Supervisor – Standard Rate	HR					
3006D	Alarm Monitor – Standard Rate	HR					
3006E	Security Officer, Unarmed – Overtime Rate	HR					
3006F	Security Officer, Armed – Overtime Rate	HR					
3006G	Security Officer, Supervisor – Overtime Rate	HR					
3006H	Alarm Monitor – Overtime Rate	HR					
3007	Deployment and Urgent Security Services WA						
3007A	Security Officer, Unarmed – Standard Rate	HR					
3007B	Security Officer, Armed – Standard Rate	HR					
3007C	Security Officer, Supervisor – Standard Rate	HR					
3007D	Alarm Monitor – Standard Rate	HR					
3007E	Alarm Monitor, Supervisor – Standard Rate	HR					

CLIN	Description	Unit	Quantity	Unit Price	Price
3007F	Security Officer, Unarmed – Overtime Rate	HR	(b) (4)		
3007G	Security Officer, Armed – Overtime Rate	HR			
3007H	Security Officer, Supervisor – Overtime Rate	HR			
3007I	Alarm Monitor – Overtime Rate	HR			
3007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
3008	Travel Costs IAW FTR				
			Option Period 3 Total:		
Option Period 4: 10/1/2022 - 9/30/2023					
4001	Headquarters Complex Security Posts	MO	(b) (4)		
4002	Ross Security Posts	MO			
4003	Park Place Security Posts	MO			
4004	Eugene Starr Complex Security Posts	MO			
4005	Munro Security Posts	MO			
4006	Deployment and Urgent Security Services OR				
4006A	Security Officer, Unarmed – Standard Rate	HR			
4006B	Security Officer, Armed – Standard Rate	HR			
4006C	Security Officer, Supervisor – Standard Rate	HR			
4006D	Alarm Monitor – Standard Rate	HR			
4006E	Security Officer, Unarmed – Overtime Rate	HR			
4006F	Security Officer, Armed – Overtime Rate	HR			
4006G	Security Officer, Supervisor – Overtime Rate	HR			
4006H	Alarm Monitor – Overtime Rate	HR			
4007	Deployment and Urgent Security Services WA				
4007A	Security Officer, Unarmed – Standard Rate	HR			
4007B	Security Officer, Armed – Standard Rate	HR			
4007C	Security Officer, Supervisor – Standard Rate	HR			
4007D	Alarm Monitor – Standard Rate	HR			
4007E	Alarm Monitor, Supervisor – Standard Rate	HR			
4007F	Security Officer, Unarmed – Overtime Rate	HR			
4007G	Security Officer, Armed – Overtime Rate	HR			
4007H	Security Officer, Supervisor – Overtime Rate	HR			
4007I	Alarm Monitor – Overtime Rate	HR			
4007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
4008	Travel Costs IAW FTR				
			Option Period 4 Total:		
Transition Option: 9/1/2018 - 10/31/2018					
5001	Physical Security Transition Services	MO	(b) (4)		
			Option to Extend Total:		
			Base and Exercised Options Total:		
			Base and All Options Total:		

PART 1 – BUSINESS/ PRICING PROPOSAL

v. PRICING WORKBOOK (RFO ATTACHMENT 5)

Please see the attached excel spreadsheet, Attachment 5 - Pricing Workbook, as requested by BPA' s RFO 4293.

vi. PRICING BREAKOUT (RFO ATTACHMENT 5)

Please see the attached excel spreadsheet, Attachment 5 - Pricing Workbook, as requested by BPA' s RFO 4293.

PART 1 – BUSINESS/ PRICING PROPOSAL

A. PRICING NARRATIVE – BASIC SERVICES

Offer

Inter-Con Security submits its fully compliant offer in response to the Request for Proposal dated April 30, 2018 and agrees, if the offer is accepted, to provide all specified physical security services upon which prices are offered in accordance with the terms and conditions specified therein. Inter-Con's offer is firm for a period of 90 days from June 8, 2018, the date upon which proposals are due.

This Pricing Narrative should be reviewed in conjunction with the Cost Breakdown that Inter-Con has provided as part of Attachment 5. Each section of this narrative provides supporting information for the costs contained within the breakdown.

1. Direct Labor

Basic Wage Rates

(b) (4)

Direct Labor Wages						
Position	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Average
Oregon						
Armed Security Officer	(b) (4)					
Alarm Monitor						
Supervisor						
Washington						
Armed Security Officer	(b) (4)					
Alarm Monitor						
Supervisor						

(b) (4)

Unscheduled Overtime

Inter-Con plans to perform the contract without any scheduled overtime. However, unplanned overtime costs arise when an officer is late or unable to report as scheduled causing the on-duty officer to remain on post until

properly relieved. Historically, Inter-Con has found through operation of the BPA contract that significant unscheduled overtime is also incurred as a result of turnover, training requirements, and Temporary Additional Service assignments. As a result, Inter-Con has priced in an unscheduled overtime estimate of (b) (4) of total hours.

Bonus

The CBA provides for a bonus to be paid out to employees each November of a contract year. This bonus is to be paid out in the amount of (b) (4) to all Full-Time employees with **more** than twenty-four (24) months of service and (b) (4) to all Full-Time employees with **less** than twenty-four (24) months of service. Additionally, all Part-Time employees will earn at least half of the corresponding payment earned by Full-Time employees and are eligible to earn a payout greater than half as determined upon their pro-rated number of hours worked in the period.

Inter-Con has applied the aforementioned bonus payout rules to a staffing model and compared the results against current seniority, historical staffing levels, and historical payout. As such, Inter-Con is confident that the current priced bonus is the absolute minimum amount that could be priced by any offeror.

Turnover Training

Inter-Con has performed a four-year analysis of historical turnover and priced in an average of (b) (4) annual turnover across all posts. Per the requirements as set forth in the RFO, Inter-Con has priced in the following training hours for new personnel.

Turnover Training Matrix								
Position	Orientation	State Licensing	X-Ray ¹	Magnetometer ¹	First Aid / CPR / AED	On-the-Job Training ²	Defensive Tactics	AMS On-the-Job Training ³
Oregon								
Armed Security Officer	(b) (4)							
Alarm Monitor								
Supervisor								
Washington								
Armed Security Officer	(b) (4)							
Alarm Monitor								
Supervisor								

1. X-Ray & Magnetometer training is priced only for those personnel who will work posts that require such equipment to be used.

(b) (4)

2. On-the-Job Training will be provided but will be done so at no additional cost to BPA and as such has not been included in our pricing.

3. AMS On-the-Job Training applies only to approximately four (4) personnel per year based upon turnover of AMS operators. This training represents the cost involved in promoting officers from within and training them as Alarm Monitors.

(b) (4)

Annual Training

Per the requirements as set forth in the RFO, Inter-Con has priced in the following refresher training hours for all personnel on an annual basis.

Annual Training Matrix								
Position	State Licensing Refresher	First Aid / CPR / AED	X-Ray ¹	Magnetometer ¹	On-the-Job Training ²	Firearms Training	Defensive Tactics	Periodic Training
Oregon								
Armed Security Officer	(b) (4)							
Alarm Monitor								
Supervisor								
Armed Security Officer	(b) (4)							
Alarm Monitor								
Supervisor								
1.	(b) (4)							
2. On-the-Job Training will be provided but will be done so at no additional cost to BPA and as such has not been included in our pricing.								

2. Fringe Benefits

Vacation

(b) (4)

Inter-Con first created a schedule of vacation per the CBA.

Vacation Hours					
Position	<1	>1	>2	>=5	>=15
Oregon					
Armed Security Officer	(b) (4)				
Alarm Monitor					
Supervisor					
Armed Security Officer	(b) (4)				
Alarm Monitor					
Supervisor					

We then calculated and distributed seniority accordingly.

Seniority Breakdown						
Position	<1	>1	>2	>=5	>=15	Total
Oregon						
Armed Security Officer	(b) (4)					
Alarm Monitor						
Supervisor						
Armed Security Officer	(b) (4)					
Alarm Monitor						
Supervisor						

Lastly, we arrived at a weighted average vacation number per position, per region to arrive at the lowest possible cost for BPA.

Weighted Average Vacation per Person						
Position	<1	>1	>2	>=5	>=15	Total
Oregon						
Armed Security Officer	(b) (4)					
Alarm Monitor						
Supervisor						

Weighted Average Vacation per Person						
Position	<1	>1	>2	>=5	>=15	Total
Washington						
Armed Security Officer	(b) (4)					
Alarm Monitor						
Supervisor						

Holiday Off

(b) (4)

Sick Leave

Inter-Con recognizes that BPA has incorporated EO 13706, *Establishing Paid Sick Leave for Federal Contractors (EO)*, as part of the RFO. Inter-Con's understanding of this Executive Order based upon the EO 13706 fact sheet is that employees covered by a CBA ratified before September 30, 2016 are ineligible to be covered by the EO until January 1, 2020 or until the agreement terminates, whichever is first, so long as said employees receive a combined PTO benefit greater than 56 hours.

"If a CBA ratified before September 30, 2016 applies to an employee's work performed on or in connection with a covered contract, and the CBA provides the employee with at least 56 hours (or 7 days) of paid sick time (or paid time off that may be used for reasons related to sickness or health care) each year, the requirements of the Executive Order and the Final Rule will not apply to the employee until the date the agreement terminates or January 1, 2020, whichever is first."

(b) (4)

Jury Duty Leave

(b) (4)

Bereavement Leave

(b) (4)

Health & Welfare Benefit

(b) (4)

(b) (4)

The modeled Health & Welfare rates are as follows:

Health & Welfare Rates					
Position	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Oregon					
Armed Security Officer	(b) (4)				
Alarm Monitor					
Supervisor					
Armed Security Officer	(b) (4)				
Alarm Monitor					
Supervisor					

3. Taxes & Insurance

FICA

Social Security payroll taxes are collected under authority of the Federal Insurance Contributions Act (FICA).

FICA		
Tax	Taxable Base (5-yr. Avg.)	Rate
Social Security	(b) (4)	
Medicare		
FICA Rate		

Federal Unemployment Tax Act (FUTA)

(b) (4)

State Unemployment Insurance (SUI)

(b) (4)

Also included in this category are a number of miscellaneous local taxes that impact pricing in Oregon. These taxes are the Lane County Transit Tax, the Metropolitan Transit Tax (Portland only), and the Worker's Benefit Fund Tax.

Workers' Compensation Insurance (WC)

(b) (4)

(b) (4)

Fidelity Bond

(b) (4)

4. Other Direct Costs

Uniforms

Inter-Con aggressively negotiates low-price, high-quality uniforms and equipment. Inter-Con will issue the quantity and type specified below to each individual.

Uniforms			
Item #	Description	Issue Per Person	Unit Price (Shipping Included)
1	Grey Long Sleeve Shirt	(b) (4)	(b) (4)
2	Grey Short Sleeve Shirt		
3	Black Dress Slacks		
4	Duty Belt		
5	Inner Belt		
6	CPR Pouch		
7	Handcuff Pouch		
8	Magazine Pouch		

<i>Uniforms</i>			
<i>Item #</i>	<i>Description</i>	<i>Issue Per Person</i>	<i>Unit Price (Shipping Included)</i>
9	Boots	(b) (4)	(4)
10	Whistle		
11	5-in-1 Jacket		
12	Name Tag Plate		
13	Ball Cap		
14	Security Beannie		
15	Radio Holder		
16	Flashlight Holder w/ Tactical Flashlight		
17	O.C. Holder w/ Spray		
18	Belt Keepers		
19	Ballistic Vest		
20	Metal Badge		

Celilo officers will not receive the items numbered 1, 2, 3, and 9. Instead they will receive the alternate items in the table below:

<i>Celilo Alternate Uniform Items</i>			
<i>Item #</i>	<i>Description</i>	<i>Issue Per Person</i>	<i>Unit Price (Shipping Included)</i>
21	Celilo Long Khaki shirt	(b) (4)	(4)
22	Celilo Khaki Pants		
23	Celilo Desert Tan Boots		
24	Celilo Jacket		
25	Celilo Winter Gloves		

Equipment

Inter-Con priced in the following communication, firearms, and personal protective equipment.

<i>Equipment</i>		
<i>Description</i>	<i>Quantity</i>	<i>Unit Price</i>
Laptop Computer	(b) (4)	(4)
Microsoft Office		

Equipment		
Description	Quantity	Unit Price
Radios	(b) (4)	(4)
Radio Batteries		
Smartphone		
Smartphone Service (Annual)		
Radio License Fee City of Portland		
Weapon		
Magazines		
Ammunition		
Gun safe		
Clearing barrels		

(b) (4)

Vehicles

(b) (4)

Screening Costs

(b) (4)

Lease Expense

(b) (4)

Guard Licensing & Range Costs

All state fees incurred with licensing officers and fees associated with renting range time are captured in this item.

5. Indirect Costs

Operating Costs

Operating a contract on the size and scale of BPA inevitably results in a number of operating costs that cannot be captured in any of the previously discussed cost items. For this category, Inter-Con performed a 4-yr. review of all costs incurred to run the day-to-day operations of the contract. Costs included are as follows:

Operating Costs	
Description	Annual Cost
Unbillable Travel	(b) (4)
Instructor Certification & Training	
Postage/Office/Training/Cleaning Supplies	
Award & Recognition Programs	
Annual Total	

Because some sites under the RFO are located in areas that are more distant from the established training locations, Inter-Con's proposed price includes the cost of travel, lodging, and per diem for officers who are required to travel far distances for purposes of undergoing training. Our travel cost also includes those costs associated with executive management visits and instructor certification requirements.

Overhead Positions

Inter-Con's Overhead includes a Contract Manager, an Administrative Assistant, a Quality Control Monitor, and time for senior officers who perform duties as trainers/instructors.

Pay Rates						
Position	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Average
Overhead						
Contract Manager	(b) (4)					
Administrative Specialist						
Quality Control Monitor						
Instructors						

(b) (4)

Allocations

Inter-Con's corporate logistics office in Pasadena, CA provides ongoing support for the BPA contract. This logistics office provides purchasing, shipping, and inventory management support that ensures all equipment, uniforms, vehicles, training supplies, and office supplies are kept in-stock and in excellent condition. As such, Inter-Con has priced in the respective proportional cost of the time spent by the logistics office in support of this contract.

Gross Receipts Tax

Washington's State Business & Occupation Tax of 1.5% for "Service & other activities" as provided for in state ordinance WAC 458-20-224 has been priced into Inter-Con's rate for all Washington hours.

Cost of Capital

(b) (4)

Corporate General & Administrative Expense

Inter-Con's price reflects its discounted rate of (b) (4) for general and administrative costs.

6. Profit

Inter-Con's price reflects its discounted profit rate of (b) (4)

Optional Ordering Periods

Inter-Con's price for each optional ordering period reflects the base year pricing with consideration that future optional ordering periods will be modified per any changes in the respective CBA in accordance with RFO "Fair Labor and Service Contract Labor Standards – Price Adjustment (10-4) (Mar 2018) (BPI 10.2.3.3.2."

7. Overtime rate

Direct Labor

(b) (4)

Fringe Benefits

(b) (4)

Taxes

(b) (4)

Other Direct Costs

(b) (4)

Indirect Costs

(b) (4)

Profit

(b) (4)

PART 1 - BUSINESS/ PRICING PROPOSAL

vii. INFORMATION ON POTENTIAL, PAST, PRESENT OR PLANNED CONFLICTS OF INTEREST

Certification

Inter-Con Security Systems, Inc. (Inter-Con) certifies that no member of Inter-Con's management or procurement team has any material, personal, financial, contractual, organizational or other relationship with the Bonneville Power Administration or to a member of the proposal evaluation team for this effort.

Additionally, though such occurrence is not anticipated and is therefore highly unlikely, Inter-Con further certifies to immediately notify the Bonneville Power Administration should any such relationship or other potential conflict of interest, whether personal, financial, contractual, organizational or otherwise, develop pertaining to the work to be performed under this effort.


(b) (6)

Neil Martau, Chief Administrative Officer

Date Signed: June 8, 2018

PART 1 – BUSINESS/ PRICING PROPOSAL

viii. 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 Inter-Con Security Systems, Inc. without the written consent of the Contracting Officer.

(b) (4), (b) (6)



Bonneville Power Administration

Physical Security Services
Request for Offers No. 4293

PART 2: Technical/Management (Non-Price/Cost) Proposal

FOR OFFICIAL USE ONLY PROPRIETARY INFORMATION: This proposal includes data that shall not be disclosed outside the Bonneville Power Administration and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of – or in connection with – the submission of this data, the Bonneville Power Administration shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Bonneville Power Administration’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all sheets of this Volume.



June 8, 2018

ATTN: Mr. Cody Rodriguez
U.S. Department of Energy
Bonneville Power Administration
PO Box 3621
Portland, OR 97208
T: 503.230.4262

RE: Bonneville Power Administration
Physical Security Services, RFO 4293

Dear Mr. Rodriguez:

In accordance with RFO Instructions (b.2.iii), Inter-Con **confirms having relevant experience with Bonneville**. Inter-Con has had the honor and privilege to protect the Bonneville Power Administration (BPA) since 2014. While Inter-Con has over 30,000 employees and operates in 20 countries with various high-profile clients, it is with the utmost respect and enthusiasm that we request the opportunity to continue to serve BPA as its security and safety services partner. It is our partnership with BPA that has successfully challenged us to become the benchmark for high-end and complex physical security in the energy industry.

Over the past several years providing security services for BPA, Inter-Con has developed unrivaled knowledge of the operation of the contract and, perhaps more importantly, BPA's culture and values. We have continuously worked to improve the program in various respects, always delivering best-in-class service while also implementing management strategies that lowered BPA's operational and administrative costs.

We believe that Inter-Con is the only provider with the knowledge and ability to effectively and efficiently secure BPA over the coming years. Inter-Con, including all of its senior staff on the BPA contract, is ready, willing and fully committed to continuing our relationship, avoiding the necessity of a transition, and giving BPA the full benefit of our working history and knowledge operating the contract.

In accordance with the RFO, Inter-Con's proposal is valid for at least 90 days from the due date of June 8, 2018. We look forward to discussing our proposal and addressing your future security needs.

Respectfully,

(b) (6)

Enrique Hernandez, Jr.
Chairman and CEO

INTER-CON
SECURITY SYSTEMS, INC.

210 South De Lacey Ave.
Pasadena, CA 91105

Phone: 626 / 535-2200
Fax: 626 / 685-9111
corporate@icsecurity.com

• U.S.A. • Africa
• Asia • Caribbean
• Europe
• Latin America

SUBMITTED BY:
Inter-Con Security Systems, Inc.
210 South De Lacey Avenue
Suite 200
Pasadena, CA 91105
T: 626.535.2234
F: 626.685.9120

SUBMITTED TO:
ATTN: Cody Rodriguez, NSSF-4
clrodriguez@bpa.gov
U.S. Department of Energy
Bonneville Power Administration
P.O. Box 3621
Portland, OR 97208-3621
T: 503.230.4262



Bonneville Power Administration

Physical Security Services
Request for Offers No. 4293

PART 2: Technical/Management (Non-Price/Cost) Proposal

FOR OFFICIAL USE ONLY PROPRIETARY INFORMATION: This proposal includes data that shall not be disclosed outside the Bonneville Power Administration and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of – or in connection with – the submission of this data, the Bonneville Power Administration shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Bonneville Power Administration’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all sheets of this Volume.

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PART 2 – TECHNICAL/MANAGEMENT PROPOSAL

EXECUTIVE SUMMARY

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

FACTOR A - MANAGEMENT APPROACH

1. Staffing Approach

A key feature of Inter-Con's management structure for the BPA contract is **an autonomous project team with the authority, resources, and flexibility to be totally responsive to BPA's needs**. The team possesses the necessary operational experience and demonstrated record of performance under equally demanding security programs.

As opposed to various security companies that operate through branch offices without a direct connection to the "people in charge," Inter-Con purposely established accessible executive and management teams to give clients ease of access and communication. Our approach reduces the time it takes to resolve problems or provide customer service – two aspects of the security industry that are vital to the success of a contract.

The Inter-Con management approach always includes a customized structure and plan because our clients deserve a program that is specific to their needs. Inter-Con's dedicated account management team acts as a stand-alone, fully functional business unit with all the necessary resources to completely fulfill the operational, training, and administrative requirements of the contract. Active executive management involvement combined with a dedicated account team results in **a security service organization that is directly accountable to BPA**.

Determining Optimal Number of Employees

The key to Inter-Con's flexible staffing and supervisory plan is found in the preparations we make to mitigate the risk of incurring unmanned posts. Aside from regular staffing requirements of covering post positions during sickness, vacation, recurrent, advanced training, and other situations, we have the flexibility and experience, even during unexpected absences, to cover all positions. **Inter-Con meticulously analyzes the staffing requirements for every client and develops in-depth models designed to continuously track staffing levels at each facility**. Maintaining the appropriate balance of having enough personnel to support all post requirements without having too many and incurring unnecessary training, uniform, and personal equipment costs can be a challenging task. Inter-Con successfully accomplishes this balance through the use of both daily and weekly tracking models, and in so doing is able to manage complex staffing needs and constantly monitor targeted/area-specific staffing levels. The same degree of attention will continue to be applied to the BPA security program to maximize efficiencies of operation and to provide a stable workforce of knowledgeable and skilled security guards.

After a thorough evaluation of the staffing exhibits, Inter-Con has designed an expanded workforce staffing strategy consisting of a balanced combination of full time (FT) and part time (PT) security guards and supervisors as listed in **Figure 3**. Using this approach, PT personnel can be scheduled above their standard weekly hours to supplement

Proven Track Record of Emergency Preparedness

On Thursday, October 27, 2016, (b) (4), (b) (6) calmly handled an extremely distraught BPA employee's call to report a traumatic incident. He successfully extracted the required information before accurately passing it along in both verbal and written form to OSCO. His concise and accurate summary directly aided in their follow-up actions. In response, Neil E. Arthurs, Physical Security Manager for BPA, wrote a letter of appreciation to Inter-Con's Chief Operating Officer, Richard Stack, saying, *"Richard – Just wanted to convey my appreciation for (b) (4), (b) (6) actions. He's been a longtime employee on the BPA contract and is a solid performer! We greatly appreciate his professionalism and dedication to the security mission."*

contract coverage for routine needs such as training, vacation, military, medical, and FMLA leave in addition to emergency and surge situations. **Inter-Con's Emergency Response Plans are flexible and responsive, with options ranging from the quick deployment of a security officer to positioning an entire security force in support of emergency services**. For example, during natural disasters, Inter-Con has demonstrated speed, flexibility, and responsiveness by mobilizing self-contained, fully-equipped security units to strengthen our manpower and protect our clients, augment resources for people in need, ensure post coverage or increase staffing requirements.

(b) (4)

time security officers will provide productive hours in the work schedule each week. Regularly scheduling part time personnel ensures that each security officer remains familiar with the post requirements and actively engages with members of supervision whose main task is further developing and enhancing the security awareness and ability of each security officer assigned to the BPA contract.

Additionally, Inter-Con has a heightened level of available "Reserve Force" members as a result of our security operations supporting the Federal Protective Service (FPS) and U.S. Department of State (DoS) in Washington State, representing a combined contingency force of hundreds of suitability cleared security professionals.

Figure 3: Inter-Con's BPA Staffing Plan

Staffing Model			
Position	Total Number of Personnel	Weekly Hours	Total Weekly Hours Combined
Contract Manager (FT)	(b) (4)		
Administrative Assistant (PT)			
Quality Control Monitor (PT)			
BPA Headquarters Complex			
Supervisor (FT)	(b) (4)		
Supervisor (PT)			
Armed Officers (FT)			
Armed Officers (PT)			
ROSS Complex			
Supervisor (FT)	(b) (4)		
Supervisor (PT)			
Armed Officers (FT)			
Armed Officers (PT)			
Alarm Monitors (FT)			
Alarm Monitors (PT)			
Park Place Complex			
Armed Officers (FT)	(b) (4)		
Armed Officers (PT)			
Eugene Starr Complex			
Supervisor (FT)	(b) (4)		
Armed Officers (FT)			
Armed Officers (PT)			
Munro Control Center			
Supervisors (FT)	(b) (4)		

Staffing Model			
Position	Total Number of Personnel	Weekly Hours	Total Weekly Hours Combined
Supervisor (PT)	(b) (4)		
Alarm Monitors (FT)			
Alarm Monitors (PT)			

Establishing and Maintaining Work Schedules

Inter-Con's proprietary Resource Management System (RMS) ensures accurate scheduling of every security officer and supervisor assigned to the contract. The RMS scheduling program is equipped with name recognition systems to ensure all posts are properly staffed while avoiding any potential double staffing issues. Additionally, our RMS-based scheduling system will absolutely prohibit the scheduling of security officers who have worked in excess of 12 hours in a 24-hour period and will ensure that each security officer receives an off-duty rest period of no less than eight (8) hours between shifts.

Our computer-based scheduling system is easy to use and produces reader-friendly schedules. Scheduling is coordinated by the contract-assigned local Administrative Manager working in our Spokane office. Inter-Con avoids the use of contract assigned supervisors to develop work schedules because this infringes on their ability to perform their most valuable service – **supporting BPA**. All posts are entered into the RMS system and as security officers are assigned to provide post coverage, the system tracks the assigned hours of coverage and times.

Inter-Con's experience in staffing and scheduling ensures that necessary personnel are on hand for all shifts, shift changes, and guard mounts, with the required supervisors on hand for weapon inspections and post orders. Inter-Con adheres to BPA's suggested shifts unless changes are suggested to the COR and Inter-Con receives approval in writing.

For 24-hour posts (e.g. BPA HQ Posts 1 and 2), the shift schedules are:

(b) (4)

*schedules may alter on start and stop time, but no officer will work more than 12 hours at a time, nor without at least eight (8) hours rest between shifts.

For 24-hour split duty, foot/vehicle patrol posts (e.g. Ross 3 & 8), the shift schedules are:

(b) (4)

For 24-hour vehicle patrol posts (e.g. Ross 3), or Alarm Monitoring Station (e.g. Ross 9 - AMS), the shift schedules are:

(b) (4)

For 16-hour posts (e.g. Ross 10 – AMS), the schedule of post coverage is:

(b) (4)

(b) (4)

Assuring Proper Staffing Through Inter-Con's Staffing Plan

Inter-Con closely analyzes the staffing requirements of our contracts to ensure optimal efficiency of operation. Maintaining the appropriate size security force to provide coverage for all posts and to ensure sufficient availability of personnel for emergency situations, while avoiding a situation of overstaffing and the costly implications of having too many security officers is a highly analytical task. We have constructed and apply highly developed mathematical formulas and charts for identifying and attaining a high staffing efficiency rating, a tool which our CM has expertly used. While these tools serve as direct benefits for monitoring contract staffing levels and targeting optimum numbers of required and authorized personnel, the CM must ultimately monitor the effectiveness of our staff levels to ensure the entire security force adheres to and is compliant with its assigned work schedules, and that all posts remain staffed.

In addition to the aforementioned methods and systems, our staffing capabilities provide: **1)** a long-term dependable security force with minimal turnover, **2)** rapid personnel replacement capabilities, and **3)** a large pool of qualified, trained, experienced security officers prepared to accommodate any temporary or surge force needs.

Staffing Plan

Inter-Con recognizes that minimizing turnover risk is a key element of providing continuity of service and maintaining operational cost efficiency. As the incumbent, Inter-Con will retain every officer who meets the contract requirements and continues to demonstrate acceptable performance. Interviews will be held during off-duty hours after contract award to determine interest in, and qualifications for, remaining on the program. Inter-Con seeks the highest rate of retention practical in close partnership with BPA to ensure the desired level of staffing. The Inter-Con management team, Regional Recruiter and the CM utilize Inter-Con's new-hire recruiting plan which includes methods to attract external applicants through open job postings, local law enforcement agencies & Fraternal Order of Police (FOPs), as well as local military bases. Inter-Con evaluates all candidates on their experience, ability to deal with the public, communication skills, professional demeanor and overall motivation to succeed.

Inter-Con maintains one of the highest retention rates in the security industry. Inter-Con recognizes the value of keeping employees motivated and incentivized to perform at their best and offers more than just salary to foster that effort. Inter-Con uses different types of employee programs, such as our incentive awards program to attract and retain the highest quality security officers in the industry.

Staffing Optimization:

Inter-Con analyzes the staffing requirements for every client and develops in-depth models designed to continuously track staffing levels at each facility within each region. Inter-Con successfully accomplishes the right balance of staff through the use of both daily and weekly tracking models and in doing so is able to manage such complex staffing needs as our nation-wide Department of State contract where unique state-mandated security officer licensing requirements create a need to constantly monitor targeted/area-specific staffing levels. The same degree and level of attention is applied to the BPA contract to maximize efficiencies of operation and provide a stable workforce of knowledgeable and skilled security officers.

(b) (4)

(b) (4)

Providing Fully Licensed, Trained/Certified Security Officers:

As previously outlined, Inter-Con employs state-certified Training Instructors who operate throughout the United States and who are supported by our training centers in Pasadena, California and Seattle, Washington. Inter-Con's training staff consists of qualified instructors, experienced in all aspects of security. For BPA training, all Inter-Con trainers will have professional credentials as an instructor, including state certification or accreditation, DoE certification, or other certification approved by the CO and COR. They will also have a minimum of four (4) years' experience in a security, military or law enforcement career.

As an element of the suitability determination and licensing process, **all Inter-Con security officers receive constant support from our training staff and CM in the submission and maintenance of their State licenses.** As permits, registrations, and licenses are approved and received, all information regarding each security officer's status to provide armed security in the states of Washington and Oregon is entered into Inter-Con's Resource Management System (RMS). The RMS provides Inter-Con management with a comprehensive system for tracking and monitoring state security licenses to ensure every security officer employed by our company is in full compliance with the state and contract training certification standards. **As a result of our vast local managerial resources, impressive training regimen, and RMS, we can provide 100% post coverage at all times.**

Uninterrupted Protection via Inter-Con's Relief Plan:

Properly planning and providing relief is essential to ensuring security officers are alert and focused on the security mission. Inter-Con will provide each security officer with one paid ten (10) minute break, one paid fifteen (15) minute break, and one unpaid thirty (30) minute meal break per 8-hour shift. Inter-Con's proposal includes over **58 weekly/3,016** annual paid relief hours. Supervisors are not proposed to be used as providers of relief, only security officers who have received the same amount of training and who are permanently assigned to the BPA contract will be assigned as relief security officers.

This plan ensures security officers at posts requiring relief can have rest and meal breaks as required while their posts are continuously covered. The supervisors are responsible for overseeing the relief schedules during their assigned shifts. The CM, through periodic inspections and regular communications with the individual supervisors, will make certain that each post is staffed continuously while ensuring that all security officers receive their required breaks. To maintain proper security levels, the supervisors will ensure that no security officer shall leave their post until properly relieved.

Each relief security officer will follow a carefully developed relief schedule. Relief officers are not allowed to deviate or modify established relief schedules, which will identify the specific posts and exact times when early/late rest breaks and meal breaks are to be provided. The actual relief schedules will be produced after contract award and will be provided to the COR upon request.

Continuity of Operations:

Inter-Con's Contingency and Continuity of Operations Plan (COOP) **is based on proven procedures that have been developed and successfully tested during emergencies** and is the foundation for daily corporate operations during a broad spectrum covering BPA for "all-hazards" and emergencies either natural or manmade, with or without advanced warning. The COOP is a critical component to Inter-Con corporate management and structure. **Our Senior Advisor (retired Regional Director of FPS) Ronald Libby has extensive experience applying the COOP and COG training for federal agencies.** In his role at FPS, he served as COOP Executive for GSA and a number of DHS elements and led the DHS law enforcement COOP response to the Gulf Coast after Hurricane Katrina.

Inter-Con is an industry-recognized leader in the successful deployment of security solutions to effectively mitigate both key security and operational risks associated with any emergency. Our success is a byproduct of our highly developed series of COOP which are developed as a preemptive measure to guide and support our managers and supervisors at a time of emergency. Our focus on remaining proactive provides assurance to our clients who depend

on our services during normal operations as well as during crises. We remain able to successfully manage extensive temporary surges and permanent increases to staffing requirements on armed contracts driven by heightened security, natural and manmade disasters, and significant world events.

Inter-Con's business continuity plans, emergency preparedness and contingency plans, as well as our COOP are based on proven procedures that have been developed and successfully tested during emergencies around the globe in support of such clients as the U.S. Department of State, U.S. Department of Homeland Security, and Edison International. Our contingency plans and COOP are continually updated with the latest information from reliable resources such as the Centers for Disease Control and Prevention (CDC), Federal Emergency Management Agency (FEMA), and World Health Organization (WHO) and include detailed descriptions on topics such as emergency response and staffing protocols, logistical support, emerging pandemics, and security officer training.

Inter-Con has extensive experience in the development and integration of, but not limited to, the following:

- Emergency Action Plans (EAP)
- Continuity of Operations Plans (COOP)
- Facility Evacuation Plans
- Active Shooter and Shelter-In-Place Plans
- HAZMAT Response Plans
- Preventative Injury and Illness Plans
- Disaster Recovery Plans

During natural disasters, Inter-Con has demonstrated speed, flexibility, and responsiveness by mobilizing self-contained, fully equipped security units to strengthen our manpower and protect our clients, without draining resources from people in need. Aware of the possibility of hazardous weather conditions in Washington and Oregon, Inter-Con proudly declares it has successfully and continuously met the challenges associated with significant natural disasters throughout the U.S. In addition to full compliance during the historic January 2017 snowstorm that severely disrupted businesses in the Portland, OR area, Inter-Con security officers braved hazardous conditions to ensure proper staffing at all affected BPA sites. In addition, our contingency plans proved effective during Super Storm Sandy in 2009 and 2010 within the National Capital Region and New England. **Inter-Con security officers were praised for their dedication to their respective posts, as they endured extreme conditions while diligently standing post at the Jefferson Memorial and Washington Monument.** The peace of mind that our time-tested emergency response protocol provides is an important component of our distinguished service and will continue to benefit BPA in securing their interests.



Effective Contingency Plan to Ensure Ongoing Operations:

Inter-Con's emergency planning will continue to be developed in conjunction with BPA. It is crucial that any emergency plan be tailored to the specific features, physical and geographic constraints, and any extenuating factors that may influence the plan's design and implementation. While it is understood that BPA and/or local police may lead response efforts and provide overall direction during an emergency situation, Inter-Con has designed many emergency and contingency plans for similar projects and our staff will react appropriately and professionally.

Inter-Con's Emergency Response Plans are flexible and responsive with options ranging from the quick deployment of a security officer, to positioning an entire security force in support of emergency services. Inter-Con understands that BPA reserves the right to direct the activities of the security officers in the event of an emergency. In this case, security officers and supervisors will be informed of the reporting relationship, and they will cooperate accordingly. Once an emergency is initiated, a determination will be made on deployment locations and

whether an area will be cordoned off, evacuated or reinforced. Through the direction of the OCSO or COR, the type of emergency will dictate the size and approach of Inter-Con's response.

Inter-Con has incorporated historical, operational, and geographical knowledge into the development of our recall and response plans. A prime example of this is the establishment of contract-specific backup response plans. Inter-Con knows that in the event of a large-scale emergency, the possibility of limited access and an interruption to overall security operations exists. To ensure that security service remains in place and uninterrupted, Inter-Con establishes staging locations to quickly and efficiently relocate command and control, if necessary.

Inter-Con has incorporated recall of a secondary response unit into the emergency recall plan. This secondary unit includes an Inter-Con Manager and response force who are assigned to report directly to pre-established locations. The secondary response unit is assigned to stage at this location and act as a reaction force at the direction of the CM/Supervisor should the need for additional assets arise.

In the event of an emergency or security force mobilization the following ERP processes will be utilized:

- The on-duty Supervisor will be made aware of an emergency situation or need for emergency recall activation.
- The Supervisor will determine the scope of the emergency, evaluate the need for personnel, determine the primary and secondary recall rally points, and determine if special equipment or transportation such as four-wheel drive vehicles will be utilized for the recall.
- The on-duty Supervisor will coordinate with BPA Management and initiate an emergency recall.
- The on-duty Supervisor will initiate a mass e-mail notification to predetermined e-mail recipients indicating the activation and details of the emergency recall.
- The on-duty Supervisor will notify BPA personnel and Inter-Con Regional Management of the incident as per the established emergency notification matrix and assume command and control of the situation.
- The Supervisor will activate the Emergency Recall and provide the specific emergency information, reporting locations, alternate rally points, and command direction for dissemination to notified personnel.
- The on-duty Supervisor will direct the strategic closing of posts based on an approved plan.
- The on-duty Supervisor will assign personnel to provide necessary information for dissemination to all responding units.
- The on-duty Supervisor will monitor progress, assign responding personnel to emergency posts and record positive contacts. This information will be provided to the CM on a regular basis.
- The Supervisor will compile incoming data and monitor the staffing levels as personnel report for duty.
- The Supervisor will terminate the recall once the emergency has subsided, or once adequate personnel have reported for duty, or at the direction of the Inter-Con CM or the BPA designated official.

The Supervisor making the initial assessment of the emergency and determination of appropriate level of response will take all available information into consideration and then provide the recall directions to the responding personnel. Issues such as inclement weather, natural or man-made road blocks, damage to the BPA facility or operations, civil disobedience, etc. will all be considered in the determination of staffing levels, report locations, and staging areas.

In situations of a recall during extreme inclement weather, the CM will identify centralized reporting areas such as bus stops and surrounding parking lots. The CM will establish a system to transport personnel from the staging areas to the site of the emergency. Personnel will be shuttled using vehicles from the pre-determined pick-up locations to their assigned areas. In addition, on large scale emergencies, a secondary reporting location will be designated for primary responders should the emergency site be inaccessible. **To ensure the recall plan is up-to-date and all**

personnel responsible for the implementation of an emergency plan are well trained to respond to a variety of emergency events, the emergency recall plan is tested once each quarter.

Recruitment and Training Plans that Ensure Highly Qualified Security Officers

Inter-Con's recruitment methods coupled with our world-class training ensure that the highest degrees of service standards are continuously maintained. Inter-Con's vast experience with federal government security contracts, and specifically our history in the energy sector, gives us the understanding needed to continue to identify highly qualified and knowledgeable officers who are the right fit for the important task of protecting BPA facilities, staff, and visitors. In addition to long-standing relationships with law enforcement associations for retiring or transitioning officers, with the **draw-down of the military and resultant injection of veterans into the labor market, we have seized this opportunity to infuse vibrant, energetic, former military members into our company.** Inter-Con's outreach efforts to military transition offices and military associations provide an opportunity for veterans who have honorably served in the armed forces to now extend their own values of commitment to duty and exceptional service throughout the BPA security program. Inter-Con has received multiple recognitions and awards for our support of veterans such as the **"Patriotic Employer"** award from the DoD Employer Support of the Guard and Reserve and the **"Employer's Award"** from the Department of Veteran's Affairs. Our time-tested process ensures we have the right people for the right job and offers BPA the confidence it seeks from a world-class security provider.

Recruiting – Selecting the Right Officers for BPA:

Selecting the right staff starts with ensuring all candidates meet BPA's employment requirements as outlined in the **SOW, Section B.7**, including all employees who:

Contract Employee Requirements

- ✓ Must be U.S. citizens
- ✓ Must be at least 21 years of age to meet Oregon and/or Washington State armed guard licensing requirements
- ✓ Must possess a high school education or equivalency certificate
- ✓ Must be physically able to perform all security officer duties; must be able to stand on post for long periods of time; must be fit and mobile enough for outdoor work during inclement weather; must be able to walk patrol across uneven surfaces and be able to lift 40 pounds without assistance
- ✓ Must be legally capable of safely operating a motor vehicle
- ✓ Must be certified to perform cardiopulmonary resuscitation (CPR) and use an automated external defibrillator (AED)
- ✓ Must be able to successfully pass firearms qualification and certification without physical assistance, including kneeling and other firing positions
- ✓ Must pass a physical exam supplied by Inter-Con, and re-examinations every two years, to ensure all security officers and supervisors are physically fit
- ✓ Must pass a 5-panel drug screening. Inter-Con enforces a drug-free work environment, and all employees are subject to random drug testing. DoE will also request an additional drug screening for employees obtaining an initial security clearance and may randomly request additional screenings for Inter-Con employees who hold a DoE clearance
- ✓ Must speak and be literate in English, be able to read orders, instructions and materials, be able to write in legible and logical English, and be able to perform basic computer tasks such as e-mail and use *MS Word* and *MS Outlook*, as well as cardkey access systems (i.e. ProWatch)
- ✓ May not perform other tasks or duties not relating to this contract while actively on duty without written approval of the CO and Chief Security and Continuity Officer
- ✓ May not be a current government employee

New Hire and Incumbent Screening and Selection Process:

Inter-Con seeks to keep valuable knowledge of ongoing security operations by retaining all qualified incumbent officers. Inter-Con will ensure all current incumbents meet the requirements of the current BPA SOW, including all minimum requirements previously listed as well as that all licenses and certifications are current and in place, significantly lessening the transition requirements and easing the overall transition process. In the event additional security officers are needed to supplement staffing requirements, Inter-Con will initiate our recruitment plan to source and select qualified security officers for immediate inclusion on the BPA contract. Applicants will be submitted to the CM and COR for hiring decisions and only those deemed fully qualified will be submitted to the Government for screening and approval.

Inter-Con's sourcing and selection processes, coupled with our world-class training, ensure that the highest degrees of service standards are continuously maintained for BPA. Based on our first-hand experience supporting BPA as well as high-requirement federal security programs, Inter-Con understands that a primary focus must be placed on sourcing and selecting the right people who will succeed in the BPA security program. Inter-Con's selection standards ensure all security officer candidates are physically fit, professional, and exhibit the characteristics of a highly trained and prepared security professional. Inter-Con's senior managers, led by experienced former Law Enforcement Officials, ensure that our exhaustive recruitment process helps identify the best people for the job who are superbly trained, influenced and guided by our company values. Inter-Con's focus on people starts at the very top, is passed down to our always accessible senior management, through our expert supervisors and to the security officer on the job. **Due to our established presence in the Pacific Northwest and our pool of qualified candidates available at any time, Inter-Con's successes in recruiting will continue to benefit BPA in ensuring that staffing levels are consistently maintained by the highest quality personnel in the region.**

Background Checks (SOW B.7.b):

BPA will enjoy the benefits of our proven systems which deliver the skilled security officer staffing levels needed and the management to sustain and cultivate a professional security program appropriate to the size and scope of this project. Inter-Con has time-tested methods and the ability to recruit and evaluate personnel, perform background investigations on its potential candidates, stringently screen applicants and monitor all program features. Our broad-based, yet focused recruiting efforts identify and locate career-minded, dedicated professionals, and our screening techniques result in the selection of reliable, trustworthy security personnel.



All potential employees will be subject to a rigorous background investigation during the application period. Inter-Con has a long-standing working relationship with our third-party investigation service provider, Pro-Verify. Pro-Verify will conduct and fully document thorough background checks, covering a minimum seven-year history, to certify and validate the quality and character of applicants

Inter-Con's contract-specific background investigation for the BPA contract will continue to ensure that only suitable candidates are presented for consideration by conducting the following searches and checks for each potential candidate:

- ✓ Employment history with employers contacted to verify employment records and eligibility for rehire.
- ✓ Criminal history record checks to verify each applicant has never been convicted of a felony or a misdemeanor involving moral turpitude. Must also meet state criminal check requirements to be eligible for armed guard licensing in Washington and Oregon. The results of these checks will be forwarded to the COR.

- ✓ All personnel assigned to this contract will also undergo HSPD-12 personal identity verification and background checks by BPA. Anyone unable to meet adequate security background requirements as deemed by BPA will not be permitted to work on this contract.

In addition, all Inter-Con personnel assigned to the BPA contract will directly support North American Electrical Reliability Corporation Critical Infrastructure Protection (NERC CIP) standards (*Standard CIP 006, Cyber Security – Physical Security of Critical Cyber Assets*) and must undergo personnel risk assessments. BPA will conduct these assessments a minimum of every 7 years as outlined in the SOW. Inter-Con is fully cognizant of and compliant with NERC standards, and implements unique training to ensure all security officers are compliant with NERC standards.

The DoE, BPA's OSCO, Contracting Officer or COR will also periodically request information from officers holding "L" clearances to initiate and maintain security clearances of officers requiring such and performing duties on the BPA Security Services Contract.

Increasing Retention (SOW B.8.b.xx.k):

Inter-Con's retention rate and customer satisfaction is a direct byproduct of our rigorous investigation and prescreening practices as well as our industry-specific training, which instills pride in job performance and rewards achievement. Our experience has shown that finding the right people and rewarding their outstanding performance pays long-term benefits for the employee and the client.

Creating an atmosphere of **respect and recognition** is critical to keeping valued employees and reduces the level of turn-over on any security contract. Inter-Con recognizes that minimizing turn-over rates is a key element of providing continuity of service for BPA. Inter-Con benefits significantly from having one of the lowest attrition rates in the private security industry, a claim verifiable by any number of our clients. The following are examples from current Inter-Con contracts that illustrate our annual turn-over rates:

Incentive Program:

Part of maintaining a stable work force is the ability to retain the best employees. Inter-Con's Incentive Program speaks to our commitment to recognize the accomplishments of our employees and give credit to the dedication and hard work exhibited by our security teams, encouraging high morale developed in the ranks through positive working environments, motivated leadership, an incentive awards program, competitive pay rates, and a fair and consistent disciplinary process.

Inter-Con's Incentive Awards Program describes the basis for awards, the award categories, a recommendation as to the frequency with which these awards should be given, and a recommended monetary value for each award. Inter-Con Managers may recognize and award personnel for excellence in performing specific duties and tasks as well as for outstanding emergency reaction and response or other noteworthy achievements. Each award includes a certificate and a cash bonus.



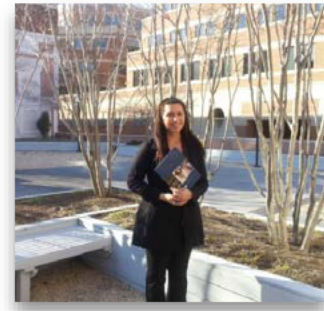
The following are authorized awards for the BPA security program:

- **Officer of the Quarter:** The Contract Manager selects, on a quarterly basis, a member of the security force who has exhibited superior performance for that period and rewards them with a monetary gift and a certificate to honor their achievement.
- **Officer of the Year:** The Contract Manager annually chooses a member of the security force who has exhibited superior performance for that year and rewards them with a monetary gift and a certificate to honor their achievement.

- **Supervisor of the Year:** The Contract Manager annually chooses a member of the supervisory force who has exhibited superior performance for that year and rewards them with a monetary gift and a certificate to honor their achievement.
- **Achievement Awards:** Inter-Con presents this award to an individual who have achieved a recognized level of performance/compliance.
- **“Life-Saving” Awards:** This award is given to the officer(s) who demonstrates bravery and/or exceptional skill. It is given to an officer who risks his/her own safety and life to ensure the safety of client personnel and/or property in the event of imminent violence or threat.

Continuing Education Benefits:

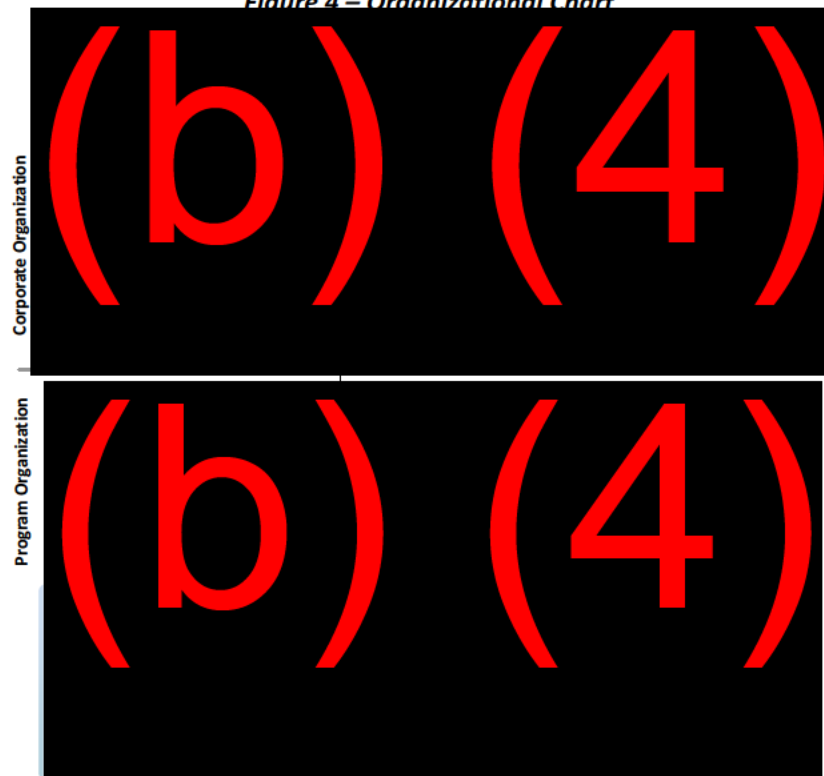
An added incentive for our security officers, and one which has significant value in increasing morale, is Inter-Con’s Continuing Education Assistance Program (CEAP), which provides financial support to security officers for the purchase of books or other class materials. After meeting certain course criteria prerequisites, security officers attending Washington and Oregon State Universities as well as a number of additional local colleges and universities are encouraged to enroll in CEAP. Inter-Con will be recognized their educational pursuits by affording officers who qualify with the opportunity to be financially supported on their path to improving their careers with our organization. **This is a key benefit to BPA because our employee programs have been proven to boost morale and increase retention.**



Inter-Con’s Management Structure and Organizational Charts

Inter-Con recognizes that providing superior quality assurance to BPA requires constant security service support provided by a dedicated team of managers and supervisors. The Inter-Con team will continue to provide direct contract support by providing senior executive staff, the BPA dedicated Contract Manager (CM), Quality Control Monitors (QCMs), a regional recruiter, a local administrative manager, a local certified trainer, and the contract-dedicated supervisors (see **Figure 4** below). **Inter-Con’s QCMs significantly benefit the entire program by identifying potential issues and aiding in the continuous level of training we deliver to our security professionals. As such, Inter-Con has included a provision for incorporating QCMs into the BPA security program at no additional cost.** To ensure contract success and adaptability to BPA, Inter-Con Executive Managers will meet annually with the CO to discuss and address relevant contract issues. Our CM will meet at a minimum on a monthly basis with the CO to discuss all contract relevant issues.

Figure 4 – Organizational Chart



Under the guidance of Inter-Con’s VP of Armed Federal Domestic Operations, the CM, operating from the BPA Headquarters facility will direct the daily operations of the BPA contract and address all contract related issues. **The CM has full autonomy to act for Inter-Con** over the life of the contract and will be fully supported by our local and established office in Seattle, as well as our corporate office in Pasadena, CA. In positioning the CM on-site at the HQ facility, we will ensure that **the CM is available to the CO 24 hours per day, 7 days per week (24/7)** and will respond immediately to any emergency situations or requests in person. The CM receives direct support for all BPA locations and posts by a cadre of Inter-Con trained supervisors.

As an important contributing factor to the success of the BPA security program, our Federal Armed Operations will be integrated into the framework of our overall management structure to provide support to the CM when and where needed. This Division is headed by Inter-Con Vice President, Jay Juarez, who is tasked with providing direct support and guidance to FPS Contract Managers and supervisors. Jay is supported by Inter-Con’s Domestic Intelligence Officer (DIO), Ron Libby, a former Deputy Director of Training for the DHS, who is fully integrated into the Intelligence Community (IC). Inter-Con is committed to the continuous development of proactive security measures to prevent infiltration of our security operations, and through our DIO we have developed a process for intelligence gathering, analysis, and distribution. **Mr. Juarez and Mr. Libby will continue to contribute to the overall BPA security program by providing their guidance and constant support to Inter-Con’s contract-dedicated CM.**

Key Personnel

Due to continued service and protection of both federal agencies and energy sector clients like BPA, Inter-Con is well-versed and well-practiced in the needs, requirements, and expectations BPA requires for its security contract. Inter-Con will continue to evolve and adapt its security program by applying its invaluable experience to ensure **the continuation of efficient and dependable systems that provide high-quality security service within BPA’s budgetary, regulatory, and public relations parameters.** While over four decades of experience successfully

providing high-quality security services gives Inter-Con's clients the assurance that their unique programs will be effectively managed, it is the individual security officer that exemplifies and delivers the promised services.

Inter-Con thoroughly screens the backgrounds and certifications of every potential employee, up to and including our senior managers, using a comprehensive level of verification measures to validate prior employment, residence history, financial stability and educational background. Receiving a bachelor's degree from an accredited university in the discipline of criminal justice or related field is a prerequisite for Inter-Con senior managers. Our experienced managers have over five (5) years of relevant security contract experience as Contract Managers (CMs). Many of Inter-Con's CMs hold master's degrees in emergency and/or security management and are fully supported by our executive staff.



Our CMs and supervisors assure that our field-level security officers are professionally qualified and properly trained to execute and excel at all the tasks required for total compliance with the general requirements and overall goals of the program.

Inter-Con will provide names of key personnel, to include supervisors and instructors, submitted to work on the BPA contract for approval by the CO or COR. Listed below are individual tables, per required role, that describe and show the continued services for each respective labor category that Inter-Con will provide BPA. Inter-Con's experience and distinguished past performance supporting BPA confirm our ability to go above and beyond the basic levels of expected service and provide personnel capable of diligently delivering a flawless security program.

Contract Manager

As the local representative who oversees the entire BPA security officer program, (b) (4), (b) (6) Inter-Con's current CM for BPA, will continue to serve as an essential member of the Inter-Con security team. Mr. Koroteyev is an operational and administrative leader and possesses the ability to effectively manage individuals, personalities, and customer service needs as well as to maintain order during emergency situations.

Contract Manager – Qualifications and Duties

Qualifications

- ✓ Possess a college degree
- ✓ Has a minimum of four (4) years' experience managing security services contracts
- ✓ Not currently assigned to any other contracts

Description of Duties

- ✓ Ensures that all contract deliverables, requirements, and conditions of this contract are fulfilled
- ✓ Monitors and maintain all current medical/training records and notify officers of up-coming obligations as needed
- ✓ Responsible for daily security operations and overall operation of this contract
- ✓ Collaborates with OSCO on decisions and be available to OSCO 24/7
- ✓ Appoints a supervisor to act in CM's place in case of temporary absence
- ✓ Assists OSCO with development of security procedures and policies, to include SOPs for all operational and support activities
- ✓ Verifies supervisors and security officers are scheduled and receive approval for weapons, annual and OJT training as needed
- ✓ Ensures security officers and supervisors fully understand and comply with state certification requirements, firearms training, CPR, AED and First Aid training and certification

Contract Manager – Qualifications and Duties

- ✓ Inspires and ensure discipline, proper appearance and professional conduct by all security officers and supervisors
- ✓ Visits each post and shift as needed to ensure uniform performance and that all provisions of SOW are being consistently followed
- ✓ Verifies that personnel are properly and promptly disciplined for conduct in violation of established orders and notify/follow-up with COR regarding any proposed disciplinary actions
- ✓ Ensures the highest standards of appearance, performance, training, and customer service are met
- ✓ Provides oversight of Inter-Con’s Performance Award Program

Regional Manager

The Vice President of Operations will serve as the Contract Manager’s immediate supervisor and senior resource. (b) (4), (b) (6) who will serve as BPA’s Regional Manager (RM), is authorized to dedicate all necessary Inter-Con’s resources to support the CM, ensuring all services provided BPA meet or exceed contract requirements and standards. The RM will oversee the performance of the CM and ensure operational and administrative compliance in all aspects of the BPA program.

Regional Manager – Qualifications and Duties

Qualifications

- ✓ Possess a college degree
- ✓ Has a minimum of four (4) years’ experience managing security services contracts
- ✓ Not currently assigned to any other contracts

Description of Duties

- ✓ Responsible for Inter-Con’s overall support of BPA’s security operations as well as the successful execution of this contract
- ✓ Supports the CM to ensure that all contract deliverables, requirements, and conditions of this contract are fulfilled
- ✓ Serves as an accessible, senior resource to the CM as well as provide timely guidance and corporate support when necessary
- ✓ Proactively reviews contract requirements and assess Inter-Con’s compliance with such conditions
- ✓ Collaborates with OSCO and relevant BPA leadership on critical decisions and assist with the development of security procedures and policies, to include SOPs

Supervisor

The need for “front line” supervisors is paramount for the efficient functionality of any security program, and Inter-Con will continue to deliver and employ supervisors available 24/7, who maintain daily operation of the program during normal work time and during Special Events as requested. These supervisors will ensure the completion of security officer training as well as the proper management and maintenance of all security posts listed in BPA’s SOW. Supervisors will not manage any security posts associated with other contracts; all shift supervisors will be armed. Inter-Con’s current supervisory force includes:

(b) (4), (b) (6)

Supervisor – Qualifications and Duties

Qualifications

- ✓ Has a minimum of four (4) years' experience managing security services contracts, demonstrating ability to resolve security issues, manage emergencies, interacts with law enforcement and clients, provides training, and fulfills administrative duties
- ✓ Not currently assigned to any other contracts
- ✓ Certified as a supervisor by the state in which supervisory work is to be performed in

Description of Duties

- ✓ Direct liaison to CM and OCSO for security operations
- ✓ Coordinates with the Contract Manager to provide verbal briefings to the COR, other OSCO staff, or the Chief Security Officer regarding significant security-related events as needed
- ✓ Supervises the day-to-day contract performance of the officers
- ✓ Provides unbroken security coverage of all posts and notifies CM and OSCO when identifying concerns in the staffing plan
- ✓ Relieves security officers for designated break periods if necessary
- ✓ Temporarily stands in on post during emergency until a replacement is available
- ✓ Notifies Physical Security Duty Officer, OSCO personnel, or COR, if a security officer is unavailable to be posted at the beginning of a shift and provides an expected timeline and plan to restore coverage
- ✓ Completes inspection of all officers and posts at least once per shift to ensure uniform performance and that all provisions of the SOW are being consistently followed
- ✓ Ensures post books at each post are kept current and all officers are knowledgeable regarding information contained in the post book
- ✓ Completes Security Officer Report (SOR) for all inspections and makes SORs available to COR
- ✓ Provides formal briefings to officers at the beginning of each shift to include pertinent pass-down information, security alerts, and termination advisories
- ✓ Assists with training as necessary
- ✓ Assists CM with OJT and post certification
- ✓ Ensures completion of Annual Post Certification Tests, Limited Scope Performance Tests (LSPTs), Alarm Response and Performance Tests (ARAPTs), and other security exercises as indicated in established plans and SOPs
- ✓ Gathers, reviews, and submits security incident reports and forms prepared during the shift. The submission of reports and forms are coordinated with the Contract Manager and COR. Forms/reports are filed electronically in appropriate folders on BPA networks and as directed by OSCO personnel.
- ✓ Reviews documentation maintained by posts. Ensures documentation is maintained and submitted in accordance with directives established by OSCO. This includes, but is not limited to Security Desk Blotters, applicable visitor documents and logs, NERC CIP compliance documentation, and records.
- ✓ Ensures timely notification is made to the relevant Facilities Management office concerning buildings and/or grounds-related issues
- ✓ Inspires and ensures discipline, professional conduct, competency, appearance, and integrity standards are met by Supervisor's own behavior as an example to security officers
- ✓ Alternate Shift Supervisors serve in the absence of a designated Shift Supervisor, as long as they meet the criteria stipulated for "Supervisor"
- ✓ Dispenses disciplinary action as required to security officers

Supervisor – Qualifications and Duties

- ✓ Conducts tests of security system equipment, in accordance with written plans and SOP's. A written report of the results of testing shall be provided to OSCO electronically.

Instructors

Security expertise is a perishable skill which requires effective instructors to hone and maintain through compelling and realistic training plans. Inter-Con's current Instructor force has already distinguished itself at BPA for providing engaging and informative solutions to their security force. This group of talented individuals include:

- (b) (4), (b) (6)
-
-
-
-

More information regarding Inter-Con's Training Instructors, to include their qualifications and duties, please see Section 3: Training Plan – Training Instructors.

Instructors – Qualifications and Duties

Qualifications

- ✓ Possess the proper credentials related to the training requirements of the contract
 - State certification or accreditation
 - DoE certification
- ✓ Minimum of four (4) years' experience in a security, military or law enforcement career

Description of Duties

- To provide exceptional level of training to BPA security force
- Adhere to all relevant training standards as well as industry and government regulations

Resumes for Key Personnel

The selection of key management personnel is a fundamental component to the success of Inter-Con's government and commercial security programs. Inter-Con's corporate executive team will continue to staff both program and key management positions for this contract with highly qualified, results-driven people who are equally committed to the success of the BPA security program. **Inter-Con's corporate structure and talented individuals help ensure the highest level of oversight and support on a daily basis.** Key personnel to be supplied by Inter-Con for the BPA security program include the Contract Manager and the Contract Manager Supervisor.

Contract Manager

Each of Inter-Con's autonomous Contract Managers (CMs) are responsible for the comprehensive oversight of his or her respective security program. The CMs are authorized to make decisions on behalf of Inter-Con and are responsible for ensuring that all services provided meet or exceed contract requirements and BPA standards. The CM will oversee recruitment and personally approve and manage qualified, experienced supervisors who will assist in the management of security officers assigned to BPA. Management oversight of subordinate supervisors and security officers by the CM will ensure they receive the support needed to deliver high-quality security service.

Our nominee for Contract Manager for the BPA Security program is (b) (4), (b) (6), a highly qualified security specialist with 13 years of law enforcement experience. His resume is below, followed by a table showing the proposed duties for the CM.

(b) (4), (b) (6)

Current Position

Contract Manager | Inter-Con Security Systems, Inc. | February 2014 – Present

- Ensure that all contract deliverables, requirements, and conditions of the contract are fulfilled. Responsible for daily security operations and overall operation of the contract. Collaborate with Bonneville Power Administration (BPA) Office of Security and Continuity of Operations (OSCO) on decisions and be available to OSCO 24/7. Assist OSCO with the development of procedures and policies. Inspire and ensure discipline, proper appearance, and professional conduct by all security officers and supervisors. Visit each post and shift as needed to ensure uniform performance and that all provisions of the SOW are being consistently followed. Prepare the guard force with all information and equipment necessary to carry out day-to-day security operations. Assist in the development of and execution of emergency plans including plans which properly direct the occupants of each building to shelter or exit during times when relocation or evacuation is necessary. Coordinate with the local police and fire departments for the testing of emergency plans. Plan, coordinate, and administer all contract-related training to ensure officer credentials are maintained. Ensure the highest standards of appearance, performance, training, and customer service are always met.

Work Experience and Background

Site Supervisor & Firearms Instructor | RAMS Specialized Security Service, Ins. | June 2008 – February 2014

- Site Supervisor: Manage a team of approximately 25 security officers on the Bonneville Power Administration (BPA) contract, coordinating their assignments which include: patrol, access point security, x-ray equipment, magnetometer, CCTV, and vehicle/personnel searches. Process officers' timesheets and time-off requests, handle scheduling requirements, and client concerns/complaints. Responsible for ensuring officers are thoroughly trained in all aspects of operating their posts.
- Firearms Instructor: Work with a team of five instructors to provide training for approximately 150 security officers. Provide qualifications in accordance with Washington State, Oregon State, and Department of Energy standards. Conduct training in lawful use of deadly force, marksmanship, communications and coordinated team tactics.

Community Police Officer | Portland Police Bureau | January 2005 – August 2007

- Worked the North, East, Northeast and Southeast precincts. Certified in background checks, bicycle patrol, vehicular PIT maneuvers, and Preventative Vehicle Operations. While at the basic academy, received the highest possible marksmanship. Utilized knowledge of Russian language to assist in domestic violence calls, vehicle stops, community relations, and recruitment events.

Education

- Bachelor of Science, Administration of Justice | Portland State University – Portland, OR
- Associate Degree, General Studies | Clatsop Community College – Astoria, OR

Training/Certifications

- OR DPSST Executive Manager, Firearms Instructor, Armed/Unarmed Professional

- WA CJTC Firearms Instructor, Armed Private Security Guard
- Certified Glock Armorer
- Certified in First Aid/CPR
- Member of the International Assoc. of Law Enforcement Firearms Instructors (IALEFI)

Memberships

- Member of the International Assoc. of Law Enforcement Firearms Instructors (IALEFI)

Regional Manager

(b) (4), (b) (6) **President of Operations, is responsible for Federal Armed Domestic Operations and will be the CM's immediate supervisor.** The Regional Manager (RM) is authorized to dedicate any and all Inter-Con resources to support the CM, ensuring all services provided meet or exceed contract requirements and BPA standards.

(b) (4), (b) (6)

Current Position

Vice President of Operations | Inter-Con Security Systems, Inc. | February 2017 – Present

- Executive-level position (with direct reporting to the COO) responsible for the development, operations, and profitability of physical security services at various locations nationally. Dual major responsibilities include Operations oversight of multiple contracts and Business Development duties aimed at company growth and profitability. Operational responsibilities include coordinating the day-to-day administration and specialized reporting functions to ensure quality customer relations, create reports that are generated, analyzed, and provided as needed per client contract and Inter-Con policies, and communicate with client representatives and field managers regularly to facilitate these activities. Oversee the day-to-day operations of the 22,000 square National Training Center, which includes all Recruiting, Training and Administrative support functions for various contracts. Direct the development and implementation of physical security operations for multiple customers, both in an armed and unarmed capacity. Also, oversee the administration of the individual disciplinary programs and ensure compliance with the negotiated CBAs (where applicable). Maintain overall responsibility for the explosives program through the ATF's Federal Explosives Licensing Center (FELC).

Deputy Project Manager | Inter-Con Security Systems, Inc. - Contract: U.S. Dept. of State | March 2012 – Present

- Senior manager on a prestigious armed government contract with operations in 22 states providing over 1,500,000 productive hours annually, as well as Temporary Additional Services that can exceed 70,000 hours annually. Prior responsibilities included developing, implementing and administering physical security operations for over 200 individual posts at 33 separate sites outside the National Capital Region (NCR). Also oversaw the administration of the disciplinary program and ensured compliance with the negotiated CBA. Subsequent responsibilities included contract compliance and administration (includes direct management of recruiting, HR, FSO, fleet management, accounts payable/receivable and support personnel); oversight of operating budget; bi-weekly invoice development and submittal; and review and approval of contract payroll data. Provide guidance to Site Security Managers and duty Watch Commanders; available to subordinates for guidance on a 24/7 basis by issued government phone and/or

email. Coordinated with Regional Training Center to ensure compliance with applicable DoS and local licensing and certification regulations for all domestic regions.

Work Experience and Background

Director, Technical Services | Inter-Con Security Systems, Inc. | February 2010 – March 2012

- Lead role in developing the overall corporate business development strategy by identifying market trends through research and forecasting for international security firm with over 20,000 employees. Enabled and executed a business development plan that identified near and long-term opportunities; maintained a robust opportunity pipeline; met with current and potential clients and participated in internal strategy sessions.

CTI Consulting | January 2000 – February 2010

- Vice President | December 2006 – February 2010: Lead role in preparing, analyzing, formulating, developing, reviewing and implementing business practices and procedures for security consulting firm. Advise/coordinate with the CEO regarding all major decisions, including operational, administrative, marketing, and general corporate direction. Participate in all major human resources decisions, including staffing, disciplinary actions and promotions. Serve as mentor and supervisor by working with subordinates to coach, facilitate, train, and resolve work issues and concerns.
- Director, Policy and Program Development | January 2000 – December 2006: Responsible for managing major projects and support staff. Collaborated frequently with colleagues and subordinates to complete large scale and diverse projects for clients in civil aviation, port and maritime, local government, law enforcement, and others.

Corporal | U.S. Army | February 1989 – February 1994

- Served in the United States Army as an Administrative Specialist assigned to the Office of the Deputy Chief of Staff for Operations and Plans with duty at the Pentagon.

Education

- Bachelor's Degree, Homeland Security | American Public University – 2012
- Master's Degree, Security Management | American Public University – 2015

Training/Certifications

- National Incident Management System (NIMS) – 2007
- Radiological Emergency Management – 2007
- Special Events Contingency Planning for Public Safety Agencies – 2007
- Multi-Hazard Emergency Planning for Schools – 2007
- Exercise Design – 2008
- Campus Shooting Incidents; Important Lessons on Threat Reduction and Critical Incident Response – 2009
- Building Security Technology: Current Technology Updates, Keeping Threats Out – 2009
- CCTV – Uses and Capabilities – 2009
- FRAC Update and Smart Cards – 2009
- Security for High-Threat, Public-Use Facilities – 2009
- Community Emergency Response Teams (CERT) - Presented by DoS OEM – 2012
- Insider Threat (DSS Academy) – 2013
- Cybersecurity Awareness (DSS Academy) – 2013

- Antiterrorism Officer (ATO) Level II (DSS Academy) – 2013

Memberships

- National Military Intelligence Association - Member
- National Domestic Preparedness Coalition - Homeland Security Task Force
- AAAE - Member
- ASIS - Member

2. Quality Control Program

Providing effective supervision is essential to mitigating operational risk and guaranteeing security officers are properly trained and equipped to meet all requirements of the contract and ensure force readiness and the resolution of security related issues. Inter-Con is committed to continuously furnishing the necessary management and supervision levels to maintain the **highest degrees of performance and to always ensure adequate coverage**. Through the implementation of our time-tested quality control plan, Inter-Con's dedicated armed supervisors take pride in and ownership of their areas of responsibility and ensure consistent day-to-day performance of an alert, professional staff of security officers who carry out comprehensive Post Order requirements as they deliver diligent protection. Inter-Con supervisors are dedicated to support, manage and maintain only BPA posts and possess the knowledge and capability to diligently manage dynamic and evolving emergency/security events. Supervisors will be trained in inspection techniques and will systematically record their findings from both scheduled and unscheduled post inspections. Inter-Con supervisors are dedicated to support, manage and maintain only BPA posts and possess the knowledge and capability to diligently manage dynamic and evolving emergency/security events. Supervisors will review post activity logs and incident reports, as well as note the appearance and observe the actions of security officers. This information will then be used to fine tune operations by providing constructive feedback to the security officers, or to provide the CM with a Notice of Violation for review and disciplinary action if necessary. Supervisors will ensure training compliance of officers and act as a liaison with law enforcement agencies, client personnel, and other customers.

"Inter-Con is proactively identifying and solving potential problems, including those presented by tenant activities or government representatives. The contract manager handles problems or issues with a sense of urgency... Inter-Con is very effective when responding to issues. Their management team is prompt and displays confidence with all issues."
- David Hamilton, COTR- FPS Region10

Vigilant and Proper Supervision of Security Officers

The supervisors are accountable to the CM for all aspects of security operations and perform all duties and responsibilities as required by the contract at each assigned facility. Inter-Con will staff all locations requiring the supervisor position in accordance with the RFO requirements; however, **we will apply a staffing plan unique to Inter-Con which ensures a level of cross-training for every supervisor**. In expanding the experience and training level of each supervisor, Inter-Con is better positioned to staff each facility with trained and qualified personnel. The Inter-Con staffing plan assumes a degree of contingency planning as a necessary element and balances the staffing requirements using cross-trained supervisors who can provide the same level of supervision and oversight at multiple facilities, and not just the primary site where they may be assigned the majority of the time.

Inter-Con believes that every supervisor has a duty to act upon a deficiency or security officer request for guidance. All supervisors are trained to be proactive as they carry out their duties and responsibilities, and to always be alert and observant while on duty. Inter-Con supervisors are required to take immediate corrective action on any observed deficiency or shortcoming; however, supervisors are also on the look-out for exemplary processes and individual actions. The supervisors will document and report these observations to the CM as well as incorporate all observed best practices into similar post operations. These additional actions further enhance the effectiveness of supervisory positions by instilling an ownership attitude and a team approach to contract supervision.

Proven Supervisory Processes and Procedures to Ensure Contract Performance

Close monitoring and supervision of security officer performance is the first line of Inter-Con's Quality Assurance approach. **The supervisors communicate daily with security officers and BPA site representatives**, ensuring that deficiencies or concerns are reported immediately or within 24 hours (depending on severity) verbally or electronically, for issues not requiring immediate attention. Assigned supervisors are solely responsible for security officer supervision within their specific area of responsibility and provides the hands-on level of support needed. Inter-Con's best practices dictate that supervision and Quality Control go hand-in-hand and our supervisory plan outlines each supervisor's specific, daily responsibilities and prescribes active face-to-face supervision. The methods used by Inter-Con supervisors include frequent in-person supervisory and Quality Control inspections (underscored thoroughly in our Quality Control section) as well as telephonic communications. Inter-Con's supervisory approach maximizes operational efficiency and enhances response capabilities during emergency situations.



Highly-trained supervisors are held accountable for each subordinate staff member and by following **Inter-Con's contract-specific, custom-developed post inspection schedules**, will ensure each security officer is monitored and inspected several times throughout the day on a rotating basis. To ensure a degree of variance is maintained within the level of supervision received at each site, Inter-Con's CM will conduct inspections at least once per shift each week. Each supervisor will regularly receive hands-on training and guidance from the CM. The supervisors perform all duties and responsibilities as required by the contract to include directing responses to all incidents and emergencies, and initiate emergency notifications using a specially designed notification matrix which clearly delineates key BPA personnel to be notified during unforeseen emergency situations.

Duty Location(s) of Proposed Supervisors:

Inter-Con's supervisors will operate on a 24/7 basis to ensure proper supervision and oversight at BPA headquarters as well as the ROSS complex, Eugene Starr complex, and the Munro Center Complex. To ensure the highest degree of supervision necessary for each of these critical facilities, Inter-Con has factored a 12/5 supervisor to solely work at BPA headquarters and a secondary 24/7 supervisor to have responsibility for the ROSS, Eugene Starr, and Munro facilities. Either Supervisor will be available to supplement emergency responses to one of the facilities under their control while being fully supported and directed by the contract-dedicated CM. In the event of an emergency situation, we will activate the timely response of an off-duty and available supervisor for the area.



Supervisory Methods Employed and Frequency of Supervision:

Inter-Con's supervisory methods are focused toward remaining proactive rather than reactive. **Inter-Con's supervisors effectively employ security strategies that mitigate risks before their associated threats manifest through several means**, namely, **1)** providing constant security awareness reminders to their security officers, **2)** addressing scenario-based questions during security officer inspections, and **3)** closely analyzing and documenting observed threats and/or abnormalities of operation for further review from higher authority. Supervisors check the serviceability of equipment on post, continuously develop each security officer's post operating knowledge and regularly interact with the faculty and staff at each facility.

Supervisory post inspections will be conducted daily for the majority of posts and at a minimum of twice per week for post locations not in immediate proximity to the supervisor's base operating station. Core features of the Inter-Con supervisory program are supervisor accountability, methodical post inspections, and the completion of

“Detailed” and “Brief” post inspections as further outlined within **Figure 5**. Detailed inspections include inspecting security officer’s appearance, licenses, individual and post assigned equipment items, verifying property accountability, essential information distribution, log/record checks, and the performance of verbal drill scenario results. Brief inspections are a more limited type of inspection that focuses on the security officer and requires a more thorough review of the security officer’s appearance, knowledge and understanding of duties.

Figure 5: Key Components of Detailed and Brief Post Inspections

<i>Detailed Post Inspections Ensure:</i>	<i>Brief Post Inspections Ensure:</i>
<ul style="list-style-type: none"> ✓ Every BPA post is properly staffed ✓ Post & security officer equipment is present and functioning, including post and program SOPs ✓ Post property inventory is complete w/all property accounted for ✓ Logs and records are legible, complete and accurate ✓ Observed proper attitude & conduct of security officers on duty ✓ Security officers provide satisfactory answers to verbal drill scenarios presented by the inspecting supervisor 	<ul style="list-style-type: none"> ✓ Test post order/duties knowledge ✓ Verify employees sign-in/sign-out ✓ Security officers ready, rested, fit & mentally alert ✓ Proper uniform & present neat appearance ✓ Function and serviceability check of equipment; flashlight/handcuffs ✓ Possession of required state licenses ✓ Possession of First Aid certs & permits

Total Quality Management (TQM)

Inter-Con is focused on providing a Total Quality Management (TQM) approach to managing our BPA contract; one which emphasizes a continuous series of analyses and improvements resulting in unparalleled quality assurances. This is evidenced by our current involvement in a global ISO: 9001 certification effort, as our operations exist on three continents. The incorporation of value-added quality control measures into our Quality Assurance Program such as **1) Inter-Con’s 90-day post contract start initial performance program**, and **2) Inter-Con’s leadership program and weekly discussion forums with Senior Management**, are a direct result of our international ISO involvement.



Our Quality Assurance Program provides a foundation for minimizing, mitigating, and addressing identified challenges while providing effective solutions in support of the BPA security mission. Our program specifically addresses many key points through training, expert administrative and management controls, regular internal audits, daily communication with the client, active supervision, and unannounced inspections by experienced Managers and Supervisors. **The unbiased measurement and tracking of key performance indicators is critical to Inter-Con’s Quality Assurance Program.**

We systematically collect metric-based data necessary to consistently improve the effectiveness and efficiency of security operations, measuring such indicators as attendance, promptness, appearance and record keeping. Results gathered through this process will be shared with BPA and used by the Inter-Con’s CM, Quality Control Monitors (QCMs) and supervisory staff to identify opportunities for program enhancement. Both announced and unannounced inspections are scheduled at each facility and are conducted by a combination of the CM, supervisors or the QCMs to ensure that additional opportunities for improved performance are evaluated on a higher level and are fully integrated into the BPA security program.

Quality Assurance/Control Key Points

- ✓ Ensures security officers have proper training and certifications
- ✓ Assures security officer comply with Post Orders
- ✓ Ensures vigilance by security officers to detect prohibited items and activities
- ✓ Ensures accountability for the post and security officer
- ✓ Ensures all critical SOW and contract requirements are upheld

Inter-Con regularly makes process improvement recommendations to increase operational efficiencies or to address any decline in quality. Our analyses and resulting recommendations have resulted in developing secured radio

communication standards for a contract supporting the NGA, increased mail screening for biological and chemical threats on our DoS contract and superior vehicle-barrier access control procedures for the USIP.

Inter-Con's Quality Control Plan (QCP) provides the vehicle necessary for our metric-based inspection procedure and its resulting analysis used to evaluate all significant components of contract administration and management. The QCP is structured to offer an improved approach to measuring performance on every operational and administrative level while ensuring the highest level of professionalism, courtesy, and conduct by our security officers. Through our custom-tailored QCP, every aspect of the security program will be continuously monitored by Inter-Con's CM and dedicated QCMs and supervisors, whose Quality Assurance duties will include: **identifying performance objectives, correcting operational deficiencies, and ensuring satisfaction of performance requirements in accordance with BPA directives and strategic planning.**

Elements of the QA Plan

Inter-Con's Quality Control Plan incorporates 6 distinct components that make up a continuous cycle of improvement through self-audit as illustrated in **Figure 6**.

Training and Education

Quality assurance begins by ensuring that all security officers are fully trained in the duties and responsibilities of each facility to which they are assigned. Inter-Con knows that proficiency in security is based largely on a combination of experience and a thorough training program designed to improve security officer's skills and knowledge. As such, we believe that intensive training at the individual and collective levels forms the foundation of any successful security program. Through our educational forums conducted during training, Inter-Con's CM will ensure all security officers are aware of applicable statutory and regulatory requirements to ensure compliance with all standards of performance.

Inspections

Inter-Con conducts inspections at every post; Inter-Con's leadership analyzes reports, the quality of security services and the quality of documentation, and reviews feedback from BPA. Site visits are used to observe actual performance and to conduct interviews to determine the extent of compliance with the quality metrics. Any noted defects are effectively addressed and corrected immediately. Routine reviews involve direct observation of security personnel performing their duties, interacting with the people they protect, as well as maintaining records. These routine reviews ensure compliance with regulatory standards.

Providing effective operational supervision is essential to ensuring that security officers are properly motivated, trained, and equipped to meet all requirements of the contract and to ensure force readiness. A combination of the Inter-Con CM, QCMs and supervisors will conduct inspections at all posts on a systematic and rotational schedule. Our experience conducting quality control inspections on a multi-state effort is best demonstrated in our contract supporting the BPA Contract and Federal Protective Service (FPS) where contract-dedicated Quality Control Monitors are used throughout distinct regions and are most familiar with the operation at each facility they are responsible for inspecting. The same proven successes we have realized within this program will continue to be applied to our BPA security program.

The CM will visit every facility every week over the life of the contract with the only exception being the Munro Center (QCM will visit Munro once a month, CM will conduct random visits). A specific Inspection Schedule has been developed for the facilities which clearly outlines the level of frequency with which inspections will be conducted by the CM, QCM and supervisors.

Quality Control Monitors (QCMs)

Figure 6: Continuous Improvement Cycle



Inter-Con will not appoint security officers working under this contract as QCMs, rather, Inter-Con will only use contract-dedicated QCMs to perform inspections and provide supplementary performance monitoring. QCMs will report directly to the CM. QCMs will maintain effective working relationships with BPA representatives, participate with Inter-Con management in the standardization of quality system processes, and serve as impartial observers in matters of testing, evaluating, and recommending corrective action and new initiatives.

Based on our network of former law enforcement officials, Inter-Con will continue to use former LEOs, like Brent Ellefson, to support the BPA security effort. All QCMs will have a minimum of five (5) years of law enforcement experience and five (5) years of verifiable supervisory/management experience. QCMs will represent the best of former law enforcement officials and will use their experience and highly regarded judgment to improve upon the overall inspection program.

Inspection Documentation

All relevant information obtained during inspections will be distributed across Inter-Con's project organization. The QCP will serve as a source of recommendations and ideas for improvements in operations and as impetus for further training, testing, and review. The QCP is designed to mirror the operational and administrative requirements of the BPA contract so that any negative trends or deficiencies will be addressed and corrected in a timely manner. On a regular basis, Quality Control Inspections will be documented on Quality Inspection Checklists (see **Figure 7**) that are specifically matched and related to BPA. Inspections will focus on key items to include, but not be limited to, the following:

- Responsibilities of all security officers
- Uniform and grooming appearance
- Maintenance of equipment and uniforms
- Attendance (sign-in and sign-out checks)
- Knowledge of applicable post orders
- Knowledge of and adherence to BPA operating procedures
- Possession of appropriate certifications, licenses, permits, and identification cards

Figure 7: Quality Inspection Checklist

INTER-CON SECURITY		1. Date/Time of Inspection	
Quality Control Inspection Report		2. Station Name & Post	
		3. Type of Inspection	
		<input type="checkbox"/> Initial <input type="checkbox"/> Monitor <input type="checkbox"/> Supervisor / Manager	
4. This report shall be used by Inspectors, Contract Managers, and Contract Monitors. Completed inspection reports shall be provided to the Project Manager on the next business day. After Action Reports shall be completed within 7 days and forwarded to the Project Manager (inspected or observed deficiencies shall be recorded in Block 6).			
Definitions: Initial This report only: Inspected/Issues determined by Inspectors (Mark all other items "N/A") Full Post Quality Control Inspection Report: Uniformed & Equipment and Quality Control of Reports			
Certificates, Credentials & Equipment - Explain all deficiencies in Block 6.			
4. Current Qualification Cards	Yes	No	N/A
5. Best Aid	Yes	No	N/A
6. CPR / AED	Yes	No	N/A
7. Current Person's Permit	Yes	No	N/A
8. Security Guard Permit for State	Yes	No	N/A
9. SDS Certificate	Yes	No	N/A
10. Baton Certificate	Yes	No	N/A
11. Notebook / Pen	Yes	No	N/A
12. Uniform - Clean / Good Condition	Yes	No	N/A
13. Flashlight	Yes	No	N/A
14. Proper Leather Care	Yes	No	N/A
15. Other	Yes	No	N/A
State Code - Explain all deficiencies in Block 6.			
16. Working N-Tag Machine	Yes	No	N/A
17. Working Magnetometer	Yes	No	N/A
18. Working Hand Held Magnetometer	Yes	No	N/A
19. First Aid Kit (First Aid / Valves)	Yes	No	N/A
20. Time and Attendance Report (ICP Form 130)	Yes	No	N/A
21. Post Inventory Report (ICP Form 101)	Yes	No	N/A
22. Required Equipment	Yes	No	N/A
23. Authorized Visitor Log	Yes	No	N/A
24. Authorized Employee Log	Yes	No	N/A
25. Property Passes	Yes	No	N/A
26. Current Inventory Photos	Yes	No	N/A
27. Search Warrant Cards	Yes	No	N/A
28. Emergency Lights	Yes	No	N/A
29. Duty Log (ICP Form 110)	Yes	No	N/A
30. Resident Log (ICP Form 104)	Yes	No	N/A
31. Resident Log (ICP Form 104)	Yes	No	N/A
Procedures & Compliance - Does officer supervisor know how to or what to do? Explain all deficiencies in Block 6.			
32. Sign In Visitors	Yes	No	N/A
33. Security Risk Procedures	Yes	No	N/A
34. Incident Action Log	Yes	No	N/A
35. Evacuation / Shove Chaired	Yes	No	N/A
36. General Access Controls	Yes	No	N/A
37. Property Pass Procedures	Yes	No	N/A
38. Other	Yes	No	N/A
39. Other	Yes	No	N/A
40. Other	Yes	No	N/A
41. Other	Yes	No	N/A
42. Other	Yes	No	N/A
43. Other	Yes	No	N/A
44. Other	Yes	No	N/A
45. Other	Yes	No	N/A
46. Other	Yes	No	N/A
47. Other	Yes	No	N/A
48. Other	Yes	No	N/A
49. Other	Yes	No	N/A
50. Other	Yes	No	N/A
51. Other	Yes	No	N/A
52. Other	Yes	No	N/A
53. Other	Yes	No	N/A
54. Other	Yes	No	N/A
55. Other	Yes	No	N/A
56. Other	Yes	No	N/A
57. Other	Yes	No	N/A
58. Other	Yes	No	N/A
59. Other	Yes	No	N/A
60. Other	Yes	No	N/A
61. Other	Yes	No	N/A
62. Other	Yes	No	N/A
63. Other	Yes	No	N/A
64. Other	Yes	No	N/A
65. Other	Yes	No	N/A

Testing and Drills

Inter-Con places special emphasis on unannounced emergency reaction drills that mimic real-world conditions. These drills assess the understanding of duties, improve response effectiveness, and train personnel for possible contingencies. All emergency operational drills will be coordinated in advance with BPA to avoid disruption to activities or cause unnecessary confusion. Inter-Con regularly practices such drills and will provide detailed analyses of our performance and recommended training enhancement programs to BPA. With the approval and coordination of BPA, Inter-Con will periodically conduct alarm tests, emergency drills, and other exercises. The real-world drills will cover a variety of situations that could occur at BPA facilities and test results will determine if additional training or changes in policies and procedures are necessary.

Inter-Con's Quality Control Monitors and the CM will conduct Limited Scope Performance Tests (LSPTs) at least twice a month to monitor the skill levels of assigned security officers. LSPTs involve spot-checking CSOs/LCSOs for proficiency in previously trained skills, such as proper use of x-ray machines and walk-through metal detectors to identify unauthorized items, preventing controlled breaches of BPA facilities, ensuring adherence to the proper procedures for appropriately denying access, detaining and apprehending violators, complying with proper medical

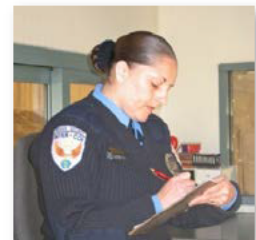
response procedures, and ensuring all incidents are reported to Inter-Con and BPA. Remedial training is *immediately* provided for security officers who are found to have minor deficiencies.

Evaluation

The Evaluation process is the cornerstone of any effective QCP because it identifies levels of service that need to be improved. Evaluations monitor security officer performance and improvement needs, as well as the identification of overall program enhancements. Evaluations are conducted through field and equipment inspections and through performance evaluations in the form of drills and tests. Reviews of QCP findings and contract policies and procedures confirm results as well as verify policy and procedure effectiveness. Inter-Con's past successes have relied on thorough evaluations of every contract we manage and are a testament to our effective operations.

Reporting

All security officers are taught that following instructions and properly completing forms and reports are the written record of their job performance. These reports and records are necessary to document incidents affecting BPA, to understand and perform their duties and to bring charges against offenders. Inter-Con knows that the keeping of meticulous records and reports is crucial to the smooth operation of a security program. These reports are the voice of the officers and form the picture of their performance. Inter-Con personnel receive rigorous training in how to concisely and accurately write security reports.



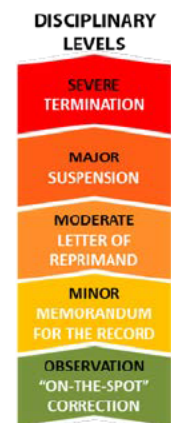
Corrective Action

Inter-Con's QCP is enhanced through emphasis on taking corrective action and the revising of training and security procedures if/when deficiencies are discovered. Therefore, all reports submitted regarding Inspections or Drills and Tests will indicate corrective action recommendations. Corrective Action Follow-up Reports, developed by the CM, confirm that the corrective action was implemented successfully. **Inter-Con's VP of Federal Armed Operations monitors all corrective actions taken to ensure that our standardization of disciplinary processes is maintained consistently throughout all regions and applied fairly and equally to every security officer.**

If a deficiency is noted, the CM will brief the COR and **immediate corrective actions will be taken.** A written report will be submitted to the COR, specifically outlining the noted deficiency and corrective actions taken. Inter-Con's disciplinary policy sets the standards of conduct for security officers and establishes the consequences for not adhering to those standards.

Our policy is divided into multiple categories of infractions ranging from minor to severe, with corresponding levels of progressive discipline. Disciplinary action falls into one of five categories (see graph to the right).

A reoccurrence of an infraction within a twelve-month period results in increased penalties. The policy also includes nine severe violations which permit immediate termination for a first offense. **Security officers are expected to understand their mistake, learn from the experience, and improve their performance.**



Measuring and Reporting the QCP

Inter-Con will compile key performance indicators (KPIs) and metrics weekly and submit a monthly activity report (MAR) to the COR which details the effectiveness and efficiency of our QCP. **Although information will be continually conveyed to the COR verbally and through electronic communications, the monthly report is the primary method of transmission for contract-specific information.** This specific reporting structure is recognized as extremely successful for Inter-Con's contracts, ensuring contractor transparency and client trust.

Our QCP is highly effective at quality monitoring and program improvement because information is captured and analyzed, and areas of discrepancy are addressed through our well-developed response plan. All records and reports

generated through our QCP are kept for the duration of the contract cycle and are centrally maintained on file and made accessible to BPA for periodic reviews or upon request. **Inter-Con's continuous cycle of improvement is the foundation for our TQM approach and encompasses all operational and administrative aspects of this contract to include: selection and staffing, training, supervision, finance, payroll, and logistics. Inter-Con will meet with the COR at least annually to discuss the QCP as well as recommend process improvements and foster new initiatives.**

3. Training Plan

Inter-Con has carefully developed our curriculum to not only meet, but to **exceed the highest of standards**. Inter-Con continuously fine tunes these premier training programs based on contract-required training and real-life experiences with both energy sector security and government contracts. For example, Inter-Con deployed Access Control Equipment Instructors certified by the Federal Law Enforcement Training Center (FLETC) to train the Security Officers on the BPA Contract. Additionally, Inter-Con worked with the Department of State (DoS) to develop a site-specific training curriculum designed to give specialized training to security personnel assigned to the DoS mail handling facility. The training was developed to meet DoS needs as they pertain to the unique procedures in place at the state-of-the-art mail screening and containment facility. Inter-Con has now incorporated this site-specific training into the standard training program, ensuring all site-assigned personnel receive the training sessions every quarter. This same level of service has been made available to BPA to meet site specific needs as they arise. A training plan for BPA will be submitted to the COR upon award of the contract (annual training plans to be submitted to the COR by October 1 of each year). **(SOW B.6.a)**



Training Methodology

Instruction on each topic in the outline will provide practical application of fundamental principles to ensure that students fully understand the concepts being presented. The lecture portion of each block of instruction will involve student participation in controlled discussions. Questions about the subject matter will be encouraged. Realistic scenarios will be employed to demonstrate the right way as well as the wrong way to execute individual responsibilities while on duty. These practical exercises will also provide an opportunity for students to demonstrate their ability to use assigned equipment and to perform assigned tasks.

Inter-Con will provide the requisite training courses and licensing exams to ensure that BPA receives high-quality professional security services. Our comprehensive orientation and training program instills discipline, competence, and **ensures the overall professionalism** of Inter-Con's employees. Inter-Con's complete training plan will include subject descriptions, schedules, class hours, training materials, and testing methods. The key components of Inter-Con's training program are as follows:

- **Train Specific Tasks:** Inter-Con's instruction is oriented toward teaching the functions security officers must perform in the course of their duties and is designed to develop a series of skills rather than to just inform officers of the subject matter.
- **Train to an Established Standard:** For each of the individual tasks to be taught, Inter-Con has established a clearly measurable performance standard. Inter-Con believes that enforcing high standards assists management personnel in identifying and correcting training deficiencies, thus providing a more accurate assessment of the capabilities of the security force. In this manner, each officer will have an exact understanding of what must be achieved by the end of the training period. In general, these future security officers will train to a higher degree of proficiency.
- **Train Realism:** Inter-Con's rigorous training program integrates realistic conditions in its courses by requiring officers to perform their tasks under varying conditions. This method of training allows Inter-Con

to train current and potential security officers as both individuals and as members of a team in conditions similar to those encountered on the job. This repeated, real-world training ensures that what is learned is reinforced, and is crucial to an officer's success on the job.

- **Oversight:** The instructional staff will be carefully monitored by the Pasadena-based Training Director and CM, who will ensure that training supplies are provided for each course and will meet frequently with the instructors to discuss the progress of the students. Adjustments to enhance the effectiveness of the courses will be discussed, and proper action will be taken to address students who experience certain difficulties with the course material or who are not conforming to Inter-Con standards for employment.
- **Scheduling:** The CM will coordinate the scheduling of basic training for new employees with the Training Staff to ensure that the training is integrated with the other in-processing actions required for newly recruited personnel. The CM will also consult with supervisors at least monthly to verify that planned recruitment target levels and scheduled basic training are adequate to maintain force strength at the level needed to support operational requirements.



Training Instructors

Our Training Academy staff **operates throughout the United States** and is supported by our training centers in Pasadena, California and Seattle, Washington. Our Training Instructor staff was hand selected to create a well-rounded and diverse team having the knowledge necessary to design courses and customize them for specific customers.

Inter-Con's training staff consists of qualified instructors, experienced in all aspects of security. For BPA training, all Inter-Con trainers will have professional credentials as an instructor, including state certification or accreditation, DoE certification, or other certification approved by the CO and COR. They will also have a minimum of four (4) years' experience in a security, military or law enforcement career. **(SOW B.10a.i.c)**

The CM will be actively involved in the training program, will evaluate the instructors and course material, and will convey Inter-Con's expectations for performance, discipline, and appearance to all security officers. Security officers must be proficient in the basic skills required to perform their duties under varying conditions; this requires hands-on training. Inter-Con's approach stresses instructor/student interaction to reinforce written course material. Classroom lectures are supplemented by hands-on practical exercises with the objective of assuring that each security officer has the opportunity to perform the task. The basic, but very important objective is intensive, active participation by each student.

Uninterrupted attention and clear focus will be directed toward:

- BPA required notifications for emergencies and significant incidents
- Use of force continuum
- Aerosol Self-Defense spray use and safety considerations
- Guard Tour inspection processes and methods
- North American Electric Reliability Corporation (NERC) security and safety standards
- ABC fire extinguisher use and determining applicable situations
- Advanced suspicious monitoring and reporting
- NERC alarm monitoring and required responses
- OSHA requirements and considerations

Inter-Con's state-certified trainers ensure that training provides both an initial base of knowledge as well as ongoing in-service training. The security officers assigned to the program are trained professionals effectively protecting

client facilities, its assets, and its employees at all times and in all situations. Additionally, Inter-Con will instruct and require its security officers to perform their duties in an orderly and efficient manner while enforcing the regulations of BPA with regard to safety and facility security, and to accomplish these duties in such a manner as to not interfere with normal conduct of BPA's business.

Contractor-Furnished Training

Training will be delivered in accordance with Inter-Con's Job Task Analysis (JTA) developed specifically for BPA, and with state guard licensing requirements. The JTA establishes the guidelines for annual training and details each post's certification process. The level of training provided and associated categories are outlined in the below training tables, **Figures 8 & 9**.

Figure 8: Inter-Con Incumbent Training

Incumbent Staff Training Requirements		
Type of Training	Hours	Method/Location
(b) (4)		
Total for Security Officers	4	
Note: Based on Inter-Con's experience at BPA, we anticipate conducting additional training courses for incumbent personnel on an as-needed basis due to near-expiration of specific contract-required training or certification requirements; this factor has already been incorporated into the Plan and will not negatively affect the schedule.		

Figure 9: Inter-Con New Hire and Annual Training

Newly Hired Staff Training Requirements		
Type of Training	Hours	Method/Location
(b) (4)		
Annual Staff Training Requirements		
Type of Training	Hours	Method/Location
(b) (4)		

Pre-Employment Training

Inter-Con's New Hire training is designed to start new employees with a firm foundation of contract knowledge on policy and procedure, through roll call training, refresher training, specialized training and supervisory training, and to continuously build upon that foundation throughout the employee's career. All new hire employees will maintain or be processed for either the Washington or Oregon State licensing requirements, including firearms qualifications, and in the proper use of handcuffs and Aerosol Self Defense spray, with instruction given by a credentialed Oregon or Washington State trainer certified to teach 'Less than Lethal use of Force.' New hires will also earn Red Cross or equivalent First-Aid/CPR/AED certification, and all new hires will be trained to become familiar with all BPA Posts and SOPs, as initial security post certification will be completed within 30 days of initial post assignment. **(SOW B.6.A-C,F)**



All new-hire personnel requiring the Oregon State license, required in accordance with the RFO, will receive a thorough regimen of specific new hire training. The new hire training consists of classroom training followed by a final exam and critique. New employees who do not obtain a passing score of at least 85 percent on the exam will receive additional instruction and be re-tested. If the individual does not score an acceptable grade for the second time, they will not be allowed to continue in the program. 100% of Inter-Con's security officers are trained to the above standards. Prior to assuming a post, a security officer must first receive certification of successful completion of all BPA, state, and local training requirements.

Upon completion of initial training, all security officers are provided with a comprehensive employee handbook on Regulations and Instructions, along with a ready-reference on life safety measures and property protection. Inter-Con will ensure that all training results are documented and placed in each employee's personnel file.

Post-Employment Training and Other Training Allotments (B.6)

Inter-Con recognizes the importance of all security officers staying abreast of the latest developments in the industry, as well as remaining certified and qualified under all requirements. To reinforce the security officer's ability to respond to ever-changing environments and to ensure contract compliance, Inter-Con provides Refresher Training for all officers and supervisors on the contract annually and as needed. Refresher Training will be scheduled and conducted following BPA-specific procedural practices.

Refresher Training will include:

(b) (4)

Other Periodic Training (B.6.f.iii.q)

At BPA's request, Inter-Con will also provide periodic training which may include DoE or equivalent vehicle inspection techniques, OCSO subject briefings, emergency and alarm response procedures, report writing, post documentation familiarization, NERC CIP procedures, or any other security officer techniques, procedures or additional training that Inter-Con determines to be advantageous in keeping our security force at incomparable readiness.

Training Plan (B.6)

Inter-Con will prepare a training plan for all classes which will be made available to the COR upon request and for approval. The plan will include training in Purpose, Scope and Objective, Methodology, Resource Needs, including specific instructors, schedule, curriculum and evaluation criteria. The plan will also After Actions Report (AAR), which is used to evaluate the effectiveness of the training and indicate any follow-up action required.

On the Job Training (SOW B.6.g)

Inter-Con is committed to ensuring that all security officers are not just highly qualified and properly trained, but fully prepared for the daily activities that accompany each post assignment. Unless specifically requested by BPA to be performed outside of normal duty hours and considered "additional security services," Inter-Con will provide at no additional cost, continuous On the Job Training (OJT) to address the needs of the security force and the client. Supervisors and the CM will also maintain a record of security officers' participation in and successful completion of OJT as well as provide a certification statement upon request of the COR. **(SOW B.6.g.i.a)**

In addition to reviewing our firearms safety program as well as the DoE Vehicle Inspection Procedures, OJT may include but is not limited to:

1. Post documentation review
2. Additional vehicle inspection techniques
3. X-ray and magnetometer techniques
4. Information bulletins, instructions, post operations, Operations Bulletins, etc.
5. Safety information
6. Supervisory/Management one-on-one training
7. Security Officer procedures/post procedures
8. Emergency procedures
9. Hazardous materials

Career Development

At the core of every successful security program is a professional and dedicated security staff. In line with the DoE and BPA, Inter-Con also understands the value in encouraging career development, and we constantly encourage our personnel to consider security-related training courses that can carry college accreditation. **(SOW B.6.g)**

Inter-Con distinguishes itself by its ability to maximize the potential of each individual with its own personnel development program based on rigorous recruitment, screening, training, supervision and retention methodologies.

Contractor Required Training and Briefings

Inter-Con will conduct meetings and briefings to keep all employees current on policy, including but not limited to employee appraisals, employee benefits, and compensation policies. Supervisors, during the pre-posting guard mount, will provide instruction or information on any topics which are considered time sensitive. All other discussions regarding potential benefits for employees are regularly disseminated during quarterly, semi-annual, and annual refresher training sessions. **(SOW B.6.h)**

Training Evaluation and Assessments

Personnel attending the training courses will be continuously evaluated by Inter-Con's Training Staff and the CM. Students will be evaluated on attitude, classroom participation, discipline, and comprehension of the course material. The staff evaluations will be reinforced by performance on tests and practical exercises.

Periodic evaluations determine the proficiency level of an individual officer's skills. Supervisors and management use these evaluations, along with personal observation and other feedback, to identify skills requiring further training. Inter-Con's approach to developing its training plans combined with professional execution provides training that is realistic as well as mentally and physically challenging to the security officer. Inter-Con's innovative program will build competence and confidence by developing new skills, will instill loyalty and dedication, inspire excellence by fostering initiative and eagerness to learn, and will develop assertive, well-trained professionals.

Understanding, Approach, and Integration of All SOW Activities

Inter-Con successfully delivers high quality security solutions to federal government and commercial clients requiring the type and scope of work already delivered to BPA. Using our corps of exceedingly experienced and educated senior managers, team of State certified Training Instructors, as well as staff of highly trained, licensed, and fully qualified security professionals, Inter-Con will continue to provide superlative response to each requirement of the SOW. Our attention to detail ensures that all of BPA's needs are met or exceeded, and on fulfilling our goal of placing the best people in the positions where they will succeed.

Armed Guard Services

The majority of all contracts Inter-Con supports throughout the nation require 24/7 armed security 365 days of the year. The locations of our armed contracts range from the National Capitol Region supporting high-level government clients such as the Department of State and the United States Institute of Peace, to Federal facilities located in Washington, Alaska and Hawaii. Throughout the Pacific Northwest alone, Inter-Con provides armed security services to such important clients as:

- The Bonneville Power Administration
- U.S. Department of State
- Federal Protective Service
- U.S. Department of Justice
- Southern California Edison
- United States Institute of Peace
- United States Capitol Police

Protection of Employees, Facilities, and Property

Inter-Con is thoroughly qualified and experienced in the protection of employees, facilities and property, working closely with our clients to obtain a complete understanding of the protection levels necessary for each. Beyond the scope of BPA employees and staff, Inter-Con management works closely with our clients to obtain a comprehensive understanding of the inner-workings associated with their senior executive level members as well as their visitors. We then develop training programs for our security officers and supervisors to prepare them for the high-level interactions they will face. Continuous monitoring by our managers ensures that only the most professional working atmosphere is maintained on the grounds of our customers.

(b) (4)

of Security to our nation's Ambassadors working at the Department of State and exemplify the level of sophistication and professionalism associated with Inter-Con at all times.

Inter-Con employs former investigators and analysts from the Department of

(b) (4)

Access Control, Including Screening of Visitors, Vehicles, Packages

(b) (4)

they are denied access. The level of respect that we demonstrate and the appearance of authority by our security officers continue to work every day.

Applying Management of Aggressive Behavior (MOAB) strategies is an effective tool and one which our security professionals receive instruction on during initial training. With that in mind, security officers also must be physically capable of protecting themselves and the people they are responsible for from physical harm and endangerment. Inter-Con security officers receive self-defense instruction from our Monadnock Instructor certified training staff and each remains fully certified through Monadnock for Unarmed Self-Defense. As a result, security officers receive the confidence and experience necessary to provide them with the tools needed to stop an aggressor and counteract violent and combative persons. Security officers receive initial and regularly recurring training regarding the Use of Force Continuum and are tested on its applicability and use in scenario tests and drills by our certified Training Instructors, SM and supervisors.



Inter-Con has extensive familiarity and operational knowledge with the use of electronic security systems in support of our federal and commercial contracts **over the past 45 years leading to the present**. Inter-Con security officers receive extensive training in the proper use of these systems prior to inclusion on our contracts and as an introductory training element.



Inter-Con security officers receive extensive training regarding electronic detection devices, to include x-ray machines, magnetometers, hand-held magnetometers (hand-wands), itemizers, communication devices and non-electronic detection devices, such as undercarriage inspection mirrors. Focused training sessions, incorporating both lesson plans as well as practical applications, are provided to each security officer regarding, but not limited to, the three primary elements of an explosive device, analytical strategies using hi-scan x-ray systems for color-coding, detecting and differentiating between heavy and soft metals, organic and inorganic elements, detecting other concealed, prohibited and unauthorized devices, procedures for isolating and containing potential threats and covertly communicating requests for additional response units. Suspicious and questionable package screening exercises fine-tune our security officers' analytical skills, enabling them to clearly differentiate between threats and non-threats.

Inter-Con training instructors provide step-by-step instruction on **taking appropriate and timely action** once a threat is identified. Recognizing the criticality of such training, Inter-Con worked closely with senior DHS members representing FPS and the TSA who mentored our Director of Training and Instructional staff on the development of comprehensive SOPs and emergency response protocols. Further developing and improving upon methods of detection and response tactics has resulted in improved security detection processes, directly benefiting all of our customers.

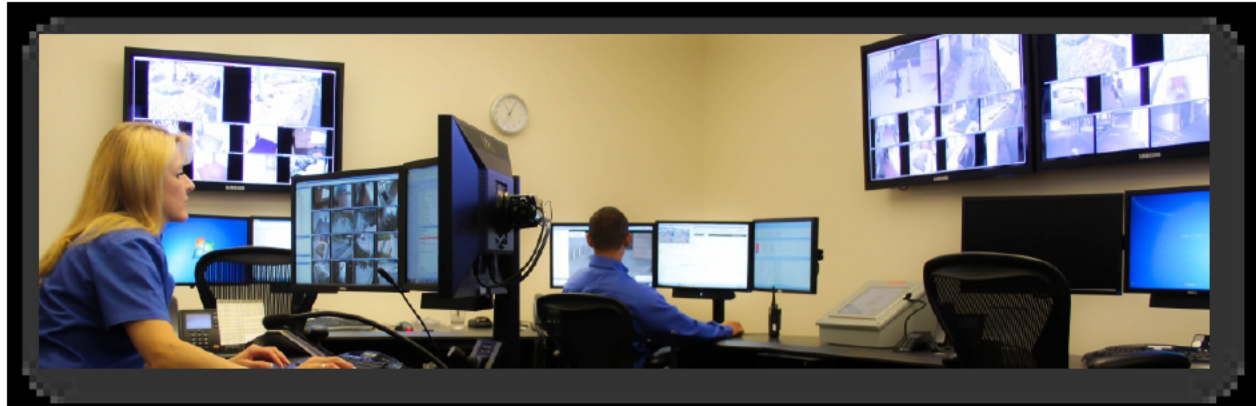
Issuance of Visitor Badges and Enforcement of BPA's ID Badge Policies

(b) (4)

Inter-Con security officers receive specific instruction regarding the enforcement of badge policies. All policies are incorporated into our written Orders and are key elements of the basic and annual refresher training regimens. Our experience managing badge issuance processes and having direct responsibility for badge enforcement policies is unparalleled.

Alarm Monitoring

Inter-Con operates security command centers on nearly all of the contracts we support, both government and commercial. Additionally, **Inter-Con maintains a 24/7 command center within our Headquarters office located in Pasadena, CA, to support all domestic and international operations.** Our command center provides dispatch services, employs accountability systems, and provides a direct link between field managers operating around the globe and the necessary corporate resource.



(b) (4)

We are experts in the management of security operations across geographically dispersed areas. Through our team of highly skilled security professionals and their proficiency operating CCTV, alarm monitoring systems, the observation and monitoring of HVAC system warning panels and controls, fire alarm monitoring systems, life-safety equipment and radio communications, we efficiently and effectively maintain constant control and awareness of **Patrolling of Surrounding Areas and Designated Locations**

Inter-Con has extensive experience applying time and motion studies to improve the efficiency of our security operations and will use that experience to conduct site surveys of BPA sites and develop and implement a comprehensive patrol and inspection tour plan. Patrol and inspection tour plans are developed taking into consideration the facility's floor plan, critical areas, hours of operation, security assets and schedules, roving patrol routes and site-specific needs. Once finalized, inspection tour plans will be presented to BPA for final approval. These inspection tours will represent a combination of standard patrols, roving patrols, and formalized guard tours.

As required, Inter-Con will conduct vehicular and foot patrols to accomplish its assigned tasks at BPA sites. Inter-Con's methods of monitoring its patrol practices have been fine-tuned and perfected over 45 years of providing patrol support throughout the U.S., covering a wide range of patrol areas such as government institutions, critical infrastructure facilities, parking areas, residential neighborhoods, waterways, fenced perimeters and roadways. **Our experience assures BPA that Inter-Con's effective process of protection for all areas we patrol, by foot and by vehicle, will always result in maximum protection.**

Roving patrols will operate 24/7 without disruption. Each patrolling security officer will be assigned a specific sector of operations and given a set of precise tasks to be accomplished during their shift. They will promptly and effectively respond to any emergency, incident or unusual activity. Personnel will be periodically rotated through the sectors in order to be thoroughly familiar with the entire patrol area to ensure faster response times in emergencies or during alarm activations. The supervisor will be responsible for assuring that the roving security guards comply with all instructions and properly record their patrol activities during each shift through a systematic review of the shift's itemized record of guard tour stops/times.



PART 2 – TECHNICAL/MANAGEMENT PROPOSAL

FACTOR B - TECHNICAL APPROACH

1. Assimilation of Security Requirements Into Comprehensive Instructions

In keeping with BPA's Statement of Work (SOW), Inter-Con will publish updated, contract-specific Standard Operating Procedures (SOPs) and Post Orders. These written Orders serve as guidelines and include specific duties and responsibilities, contact information, and other pertinent information as directed by BPA and Inter-Con.

Inter-Con has a well-established track record of providing compliant Orders for BPA. **Inter-Con employs dedicated technical writers who directly support the development and production of SOPs, Post, Circular, and Special Orders in each region.** The Inter-Con contract management team, working in concert with the physical security specialist, will continue to apply our proven best practices on not just the development, but the complete integration of written Orders to ensure total assimilation with all new BPA security requirements. Orders are a critical component of the overall BPA security program and provide clear direction and detailed instruction to our contract-assigned security officers. Orders are used to:

- Conduct training for new hires and refresher training for experienced security officers
- Provide instruction for standard duties required by each officer on post
- Provide instruction for emergency procedures, to include disaster preparedness
- Explain, in detail, safety protocols
- Determine security officer proficiency level at each post
- Measure the performance of the security officers assigned to BPA
- Hold security officers accountable for always following BPA security requirements in the performance of their daily duties
- Test the security officers' knowledge during supervisory post inspections

Understanding & Technical Approach

Inter-Con's vast experience providing security services to the energy industry, federal agencies, and other contracts of similar size and scope as BPA, coupled with Inter-Con's exceptional training, corporate leadership, and expertise, assure our understanding of how to best support BPA's facilities under a dedicated management structure. Throughout this response, Inter-Con will demonstrate that we have successfully managed to deliver superior armed security services and how we will continue to do so for BPA.

Standard Operating Procedures (SOPs) (SOW B.4)

As we have proven over the last 4 ½ years, Inter-Con shares BPA's values of consistency and reliability of service. We inculcate these values through training and implement them continuously, thanks to our highly-qualified personnel, superior supervision, and a program of finely-tuned procedures that enables our security officers to expertly perform each task.

That program is detailed in our Standard Operations Procedures (SOP) manual which will include detailed procedures for both uniforms and standards of appearance as well as functions and duties of security officers. After receiving guidance on BPA procedures and policy, Inter-Con will write and issue an updated SOP specifically tailored to BPA's needs by December 1, 2018 and submit it to the COR. SOPs are living documents and will be updated as training and best practices change over time. Inter-Con will conduct an annual review of all SOPs and will provide updates and changes to the COR as directed by OSCO.

Uniforms & Standards of Appearance:

Physical appearance and personal grooming are key elements of Inter-Con's appearance standards and go a long way toward establishing a professional reputation and client confidence. Security is a profession. An officer's appearance measures part of his or her professionalism. Proper wear of the uniform is a matter of personal pride

for all Inter-Con officers. Inter-Con recognizes the value of a professional appearance and will ensure that each security officer and supervisor is fully uniformed and equipped, to include safety equipment and inclement weather gear. Offices have an individual responsibility for ensuring their appearance reflects the highest level of professionalism. Supervisors, at all levels, have a responsibility for implementing and applying the standards contained in the SOP to ensure the best interests of BPA and Inter-Con. The SOP prescribes the authorization for wear of uniforms and equipment and provides direction regarding the restrictions and prohibitions related to the wearing of the duty uniform, general appearance standards, and personal grooming etiquette. Inter-Con will reinforce these standards during the transition and in refresher training. **The CM and supervisors will strictly enforce the standards of appearance during daily inspections and routine contact with on-duty officers.**

Functions & Duties of Security Officers:

As is the case with all our security professionals, Inter-Con will only provide security officers for this contract who are fit and able to withstand the physical necessities of the work as described. They will be trained and able to carry a fully loaded weapon, will be capable of detaining an individual until a law enforcement official arrives, and will be able to cover posts and perform duties in and around BPA facilities according to post assignments and, if so instructed, during an emergency.



Other procedures detailed in the SOP manual will include the following:

- | | |
|---|--|
| ✓ Security officer authority | ✓ Apprehension policies and procedures |
| ✓ Response to bomb threats or suspected IED | ✓ Response to intrusion alarms |
| ✓ Response to unauthorized individuals | ✓ Response to discovery of prohibited items |
| ✓ Response to fire alarms and building evacuations | ✓ Customer Service and Diversity Awareness |
| ✓ Access control procedures, including visitors | ✓ Response to robberies and other crimes |
| ✓ Providing motorist assistance | ✓ Providing escort service to employees |
| ✓ Radio communications procedures | ✓ Enforcement of motor vehicle regulations |
| ✓ Use of force | ✓ Report writing |
| ✓ Traffic accident investigation | ✓ Disaster preparedness |
| ✓ Lost and found property | ✓ Building/Gate security checks |
| ✓ CCTV monitoring procedures | ✓ Alarm monitoring/response procedures |
| ✓ Federal security alert procedures | ✓ Familiarization with HQ parking procedures |
| ✓ Familiarization with current issued post orders, access restrictions, operations bulletins, special notices, etc. | ✓ Vehicle inspection techniques and practices for detecting bombs or other dangerous materials |
| ✓ Personnel screening (use of x-ray, hand wands, etc.) | |

SOPs & Post Orders (SOW B.4, B.14)

The SOPs and Post Orders will be placed on each post (where applicable) and stored digitally in a central file location easily accessible to all officers. These guidelines stipulate what general activities, credentials, equipment, forms, and personal items are allowed or disallowed while performing security duties. Just as it is vital to staff a security force with trained professionals, it is critical to **provide security officers with clear direction in their specific duties**, establish productive lines of communication, and monitor performance. An effective operating system starts with the review and update of all operational and emergency procedures, the Security Officer Manual, and all SOPs, followed by the update and development of comprehensive Post Orders for every post. All

Inter-Con security personnel assigned to the BPA contract are required to thoroughly understand all pertinent orders, acknowledge their understanding, and are subject to evaluation at intervals determined by the CM.

The process for development and review of the Security Officer Manual and Post Orders is as follows:

- Inter-Con's Project Manager and a Technical Writer conduct a site inspection of each post to identify the post-specific details such as address, telephone number, email address, facility/post layout, hours of operation, primary post duties and responsibilities, client emergency contact information, and identification of local fire and police departments
- Inter-Con management, the physical security specialist and technical writers conduct a thorough review of all operational elements associated with the post duties and responsibilities
- Inter-Con compares all operational requirements to the language incorporated within each Order to ensure all aspects are captured and illustrated in an understandable manner
- Inter-Con managers meet with BPA to propose changes to the Orders for each post, utilizing a template as a guide to ensure all pertinent information is collected and the Order format is consistent across all sites
- The draft Orders are reviewed by Inter-Con management to ensure contract and legal compliance
- The draft Orders, inclusive of all proposed changes, are presented to BPA for review and any agreed upon changes are incorporated into the individual Orders
- The final Orders are produced and signed by the BPA designated representative and the Inter-Con CM
- The Orders are included in the contract-specific Order library, Inter-Con's on-line training library if approved by BPA, and a copy is placed at each post
- The Orders are incorporated into the on-the-job and refresher training programs
- All security officers assigned to each post are required to read and acknowledge that they understand the Orders

Inter-Con intends to continue to work closely with BPA in the development of these Orders, propose recommended changes as necessary, with the goal of developing more comprehensive and detailed Orders with each revision. In addition to the scheduled annual review, Inter-Con understands that BPA security program representatives may periodically request amendments to existing Orders. **Inter-Con strongly supports this method as it strengthens the program's security posture by providing up-to-date guidance and procedures for security officers to perform their duties as required by BPA.**

When a determination is made by BPA for a periodic addition to cover new information, Inter-Con will generate a Circular, serving as a temporary change to an Order. Circulars will remain in effect for up to one (1) year at which time the information will be incorporated into a modified Order and the Circular will be void. **This ensures that new information, requirements or changes to existing policy are disseminated to every security officer in written format for continued reference.**

BPA Service Locations (SOW C-H)

Inter-Con's focus on excellence in execution of all post orders assures that all General Post Requirements as detailed in **SOW B.14** will be effectively and consistently performed at all posts. On an as needed basis, Inter-Con provides security protection in complete compliance with all general and site-specific post requirements at:

- BPA Headquarters (HQ)
- Ross Complex
- BPA Park Place Complex
- Eugene Starr Complex
- Munro Control Center

BPA Headquarters – 905 NE 11th Ave., Portland, OR (SOW C):

(b) (4)

(b) (4)

Ross Complex – 5411 NE Highway 99, Vancouver, WA (SOW D):

Inter-Con security officers assigned to the Ross Complex will be familiar with access requirements for NERC CIP areas. Inter-Con will prepare a separate SOP manual, under guidance of OSCO, which will address BPA requirements as well as operation of the security and CCTV systems, remotely controlled gates, alarm response and other site-specific systems.

(b) (4)

(b) (4)

BPA Park Place Office Complex – 7500 NE 41st Ave., East Vancouver, WA (SOW E):

(b) (4)

Eugene Starr Complex – The Dalles, Oregon (SOW F):

Inter-Con security officers assigned to the Eugene Starr Complex will be familiar with access requirements for NERC CIP areas. Inter-Con will prepare a separate SOP manual, under guidance of OSCO, which will address BPA requirements as well as operation of the security and CCTV systems, remotely controlled gates, alarm response and other site-specific systems.

(b) (4)

(b) (4)

Munro Complex, Mead, WA (SOW G):

Inter-Con security officers assigned to the MCC/MSO will be familiar with access requirements for NERC CIP areas. Inter-Con will prepare a separate SOP manual, under guidance of OSCO, which will address BPA requirements as well as operation of the security and CCTV systems, remotely controlled gates, alarm response and other site-specific systems.

(b) (4)

Security Officer Deployment to Energized Facilities (SOW H):

In addition to current and potential future posts, BPA may require Inter-Con security officers to respond to energized facilities or non-energized facilities whenever BPA assets need to be protected from threats, criminal activity or other emergencies. Security officers responding will be required to have a valid Contractor Access Permit for energized facility access, attainable by:

- The "Rules of Conduct Handbook" and "Accident Prevention Manual"
- Attend a briefing from a qualified Chief Substation Operator and pass a written test
- Complete substation Electrical Hazardous Awareness Training

BPA will provide this training, and Inter-Con will keep a current list of security officers with valid permits and supply it to the COR. Exceptions to the requirement for a permit for deployed security officers may be considered and approved only by OSCO. All security officers deployed must also meet NERC CIP requirements. This is an armed security deployment.

Security Officer Manual

Drawing from our experience supporting the FPS throughout the State of Washington and the important lessons we have learned regarding the criticality of providing security officers with written instructions, Inter-Con will continue to provide, as a value-added benefit, a Security Officer Manual to every officer supporting BPA. This manual serves as a comprehensive written and standing Order to provide instruction and guidance to all BPA assigned security officers. The Manual delineates all duties associated with each officer's post, as outlined within the Orders, as well as address all BPA-specific areas of consideration related to safety and security matters. The Manual contains in-depth information related to BPA telephone numbers, legal authority, challenging and identifying personnel on BPA grounds, access control policies, communication



codes and brevity signals, personal conduct, safety, patrolling and standing post, escort procedures, lock and unlock protocols, and a separate Emergency Action Plan (EAP). The EAP will continue to be developed in close concert with the security, safety, and facilities managers for BPA. Working in a consolidated effort ensures all Facilities representatives are aware of and have input into the development of the EAP. The EAP addresses emergency actions for severe weather, shelter in place procedures, bomb threats, emergency evacuations, and handling suspicious persons, vehicles, and packages. All security officers remain cognizant of changes related to the Manual and conduct a review of the Manual at a minimum of once per month.

Approach to Issuing & Maintaining Instructions

All written policies, Orders, or procedural instructions are disseminated using a chain of command structure to ensure 100% dissemination. Policies and procedures are distributed via. Orders and are reviewed and endorsed by both the CM and BPA. All endorsed Orders are then incorporated into our training programs to ensure new security officers remain aware of their post duties. For existing security officers, new policies that include changes are disseminated by supervisors who brief and question each security officer regarding the new policies prior to the distribution of written guidance. This ensures that every security officer is clear on the required protocols and there is nothing left to interpretation.

Each Order is dated and identified with distinct tracking numbers to ensure **every** security post receives a copy of the distribution. **Inter-Con's internal tracking mechanisms for all Orders include a detailed numbering and logging system.** As supervisors conduct their daily required inspections of every post, they review all written Orders maintained on post to ensure the most current versions of all written Orders are present. Discrepancies are immediately identified and presented to the CM for resolution. In the event Orders are beginning to degrade in physical quality, they are replaced with new Orders to ensure pages are not altogether removed, thereby negating the completeness of the Order.



All written Orders are reviewed annually to ensure they are fully aligned and remain applicable to the current duties and responsibilities of the security force. The review team is comprised of the following:

- Experienced security officers who have time and tenure on specific post operations
- Supervisors
- Technical Writers
- Physical Security Specialist
- Senior Physical Security Specialist
- Contract Manager
- BPA security representatives

While we ensure our supervisors are experienced and knowledgeable regarding post operations, there may be unique and intricate details involved in post operations that are known only by the seasoned security officers who work a specific post on a daily basis. For this reason, we include the most experienced security officers on the contract to also assist with the review process and ensure that every detail is included in the written instructions. This guarantees that all necessary information is captured and conveyed to the entire security team.

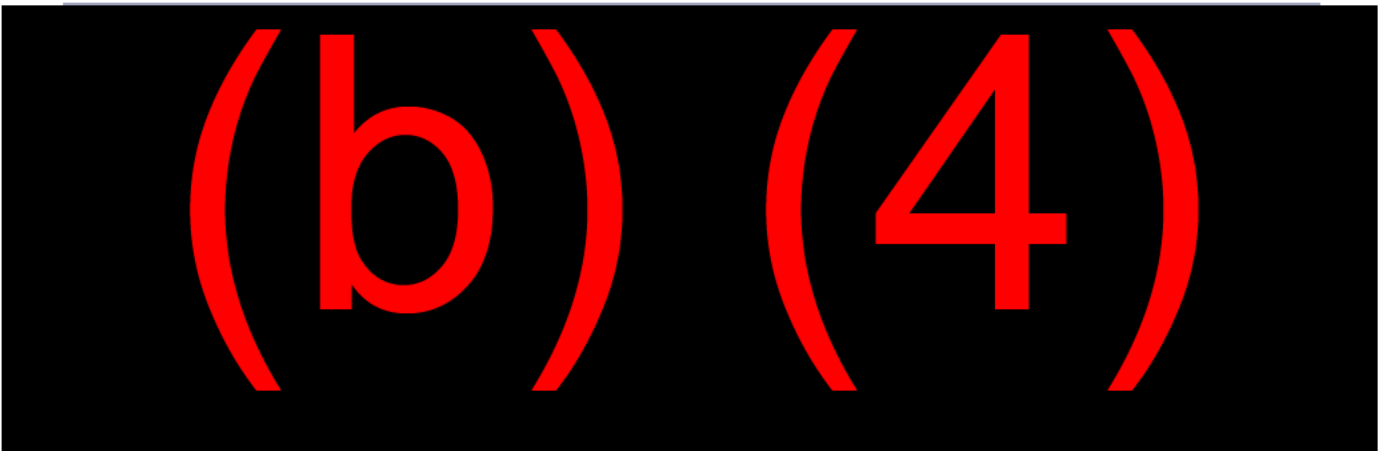
Inter-Con Contracts Similar in Scope

Inter-Con's experience supporting key federal, state, and local government agencies has enabled our organization to identify and learn from best practice approaches which has directly contributed to our ability to remain within the top ten (10) of all domestic security companies. Further, and distinctly important to BPA, is the fact that **Inter-Con is the primary vendor of security services to a number of commercial energy sector clients, geographically dispersed throughout the United States.** Each contract we support has its own standard operational orders and duty requirements which are regularly reviewed and updated by Inter-Con's dedicated project management team and the client agency.

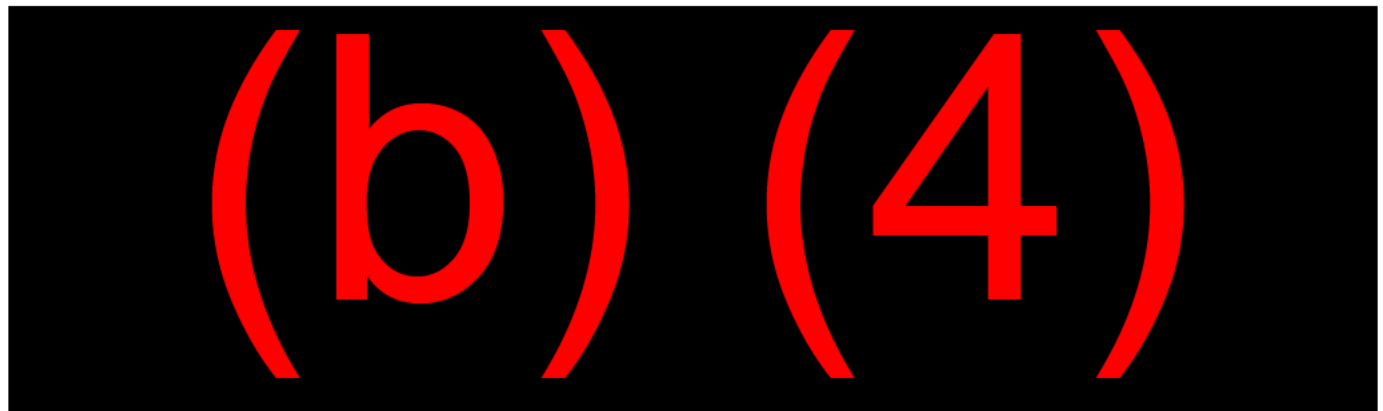
Inter-Con's network of critical federal and law-enforcement organizations is a testament to **Inter-Con and the ability of its Executive Management team to cultivate strong relationships with such high caliber clients**, much to the benefit of the rest of our clients. Through these relationships our experience level supporting high-requirement clients has increased exponentially and further improved our familiarity with specific regulatory and compliance-based requirements. Below is a sample list of the federal, state, and local agencies that Inter-Con either currently or within the past two (2) years has directly supported with security services:



State Security Officer Certifications (SOW B.5.a.i)



DOE Property Protection & Protective Force Requirements (SOW B.5.a.i, B.8.b.xx.j)



NERC Critical Infrastructure Protection Standards (SOW B.8.b.iii, B.11.b.i.j, B.14.c.xv)



(b) (4)

Department of Homeland Security (DHS) & Federal Protective Service (FPS) (SOW B.11.b.d, B.12.g)

(b) (4)

(b) (4)

Department of State (DoS) & Diplomatic Security (DS)

(b) (4)

(b) (4)

Business License & Insurance (SOW B.2.a, B.5.a, B.5.b)

(b) (4)

Security Clearance Requirements (SOW B.2)

(b) (4)

Certifications and Credentials (SOW B.5)

(b) (4)

Inter-Con's Resource Management System (RMS):

Our RMS provides all schedulers, management personnel, and billing personnel with a centralized database that includes all necessary information needed to complete specific tasks. The RMS is used to identify, minimize and manage unnecessary overtime, react quickly to changing staffing needs, accurately and efficiently manage payroll and invoice processes, address administrative issues/changes, identify available employees with the appropriate qualifications and certifications to fill schedules, capture and track key data based on the specific contract requirements (such as licenses, training requirements and certifications), as well as generate more than 200 standardized reports. Notification of security officer certification renewals are provided by the RMS to keep the security force 100% active and ready. **Using RMS capabilities, the CM maintains a six (6)-month advanced notification schedule for all security officer certifications and training requirements.** Inter-Con will maintain the integration of all BPA facilities by site into the RMS upon award of the contract. **Inter-Con's RMS greatly increases the efficiency of Inter-Con's contracts, operations, and management personnel** through a tailored approach to building cohesion between administrative and operational elements throughout the contract.

Upon successful receipt of individual state and contract certifications, certificates of completion are automatically generated, and data is simultaneously uploaded into the Inter-Con training database which is linked to our RMS. For every security officer employed by Inter-Con, this database contains comprehensive information including certifications, certification expiration dates, re-certification requirements, copies of paper documents, and training completion dates. The database enables Inter-Con to prepare an employee list with training dates, type of training completed and future scheduled training dates. In addition to certificates of completion for each training course successfully completed, Inter-Con issues individual Training Cards to each security officer. The Training Cards identify the training courses each security officer received as well as the corresponding date of completion. This increases accountability for completed training and assists the CM, QCMs, and supervisors in quickly determining the expiration dates for each course. **The Training Card is a required inspection item to add a further assurance that all nearing expirations are easily identified so that appropriate scheduling for training can be made well in advance.** Inter-Con requires all security officers on post to always carry state guard cards showing their current

and valid certification, firearms qualifications, and completed training qualifications, and will assess the feasibility of implementing DOE protective force requirements. **Identical to the inspection process supporting our other federal contracts such as the U.S. Department of State and the United States Institute of Peace**, supervisors perform inspections on all licenses and certifications for security officers under their supervision.

The image shows two documents. On the left is a blue 'TRAINING CARD' from Inter-Con Security. It has fields for 'FIRST NAME LAST NAME', 'NAME', 'DD/MM/YYYY', and 'DATE'. A note states: 'has successfully completed the required training courses listed on the back side of this card'. On the right is a 'Bonneville Power Administration' training log table.

TRAINING COURSE	SCORE	DATE COMPLETED	EXPIRATION DATE
ANNUAL REFRESHER		12/31/2012	12/31/2013
WEAPONS FENCY		12/31/2012	12/31/2013
OC SERAY		12/31/2012	12/31/2013
FIRST AID		12/31/2012	12/31/2013
AED		12/31/2012	12/31/2013
XXXX		12/31/2012	12/31/2013

The CM electronically tracks and conducts a monthly inventory of all pertinent personnel documentation which is updated and stored within our proprietary RMS.

The CM and contract-specific Administrative Manager ensure all personnel hold current and valid applicable suitability clearances, licenses, certifications, and permits to perform on the BPA contract. Our Administrative Manager ensures all required security officer and contract-required certification renewals are properly filed a minimum of 60 days prior to expiration and that any training requirements are coordinated between the CM and the Regional Director of Training. Copies of all licenses, certifications, and documentations are available immediately upon request to the COR or Contracting Officer.

Post-Employment License & Certification Refresher (SOW 15.vii.iii)

(b) (4)

Duties of the Contractor (SOW B.8)

Inter-Con, a 100% MBE with decades of experience working with federal agency contracts, commercial clients, and private enterprises, takes pride in continuing its excellence in service and attention to detail. Inter-Con's security officers, recruited and trained with an eye on outstanding performance and loyalty, are highly-qualified and expertly prepared. Inter-Con continuously reviews its force and assures the reliability of all security officers assigned and will take immediate and decisive corrective action if any officer falls short of its high expectations. While Inter-Con strives for a low turnover rate by actively rewarding and incentivizing professionalism, any termination and the cause for that action is immediately be reported via email to the COR and the Revoke email group. When a termination is known in advance, Inter-Con notifies the COR of the planed termination to allow the COR the necessary time for administrative actions.

With our experience, knowledge, and time-tested approach, Inter-Con assures adherence to all contractor duties, including:

1. A constant focus on protecting lives, the facilities and property of BPA, preventing theft and all unauthorized activity within the limits of the authority of a security officer
2. Maintaining a well-developed continuity plan; addressing the agency's needs for adequate security coverage in the event of a disaster
3. Familiarity with NERC standards, a result of our industry specific training, ensures adherence to all BPA, local, state, and federal requirements and regulations, including NERC CIP and DOE standards
4. Protection in all civil disturbances or erratic behavior, including emotionally disturbed or alcohol or drug-impaired persons
5. Application of all current BPA and GSA policies in executing our expertise in access control

6. Monitoring facilities for fires, explosions, and other catastrophes by close observation of buildings, machinery, vehicles, vehicles, electrical equipment, and personnel to identify unsafe or potentially unsafe conditions, or activities
7. Diligence in seeking to prevent theft, robberies, and other crimes, as well as fires, explosions, and other catastrophes that may affect BPA facilities, property, and individuals
 - a. Inter-Con will monitor radio transmissions and calls, and assist fire respondents with traffic, directions and evacuations, as needed
 - b. OCSO (and FPS if applicable) will be notified of all security incidents. Inter-Con will complete a security incident report and use FPS forms when necessary
8. Patrolling designated areas according to post duties as described
9. Designing and implementing a shift change procedure, subject to the COR's approval, which allows for the transfer of weapons and information between outgoing and incoming shifts, while continuing to provide adequate post coverage
10. Enforcing all BPA policies as outlined in the SOW
11. Investigating security breaches and incidents involving criminal activity, threats, violence, property damage, or any other serious or suspicious activity and report such activity to OSCO, Local Law Enforcement and FPS (when appropriate) as soon as it is safe and practical to do so
12. Reporting any criminal activity, threat, property damage, violence or other serious or suspicious incident to BPA's Office of Security and Continuity of Operations (OSCO) and to the FPS by Inter-Con's supervisor or CM, including after hours as required, in accordance with BPA policies
13. Maintaining employee safety.
14. Escorting employees on or off BPA property as OSCO, the CM or the Security Supervisor feels it prudent to do so
15. Being prepared in emergency situations with confidential emergency recall rosters to contact key management and recall security personnel in sufficient numbers to meet emergency requirements. These lists will be updated and supplied to the COR monthly and stored securely
16. Maintaining full and part time staffing levels above contract requirements to provide a cadre of security officers sufficient to meet all standard post staffing needs, as well as any projected Temporary Additional Services (TAS) or Emergency Security Services (ESS) for special events or emergency situations. Inter-Con's contingency planning ensures the availability of highly qualified and fully trained additional security officers as requested by the OCSO
17. Assuring complete awareness by our senior management of what is happening in each security program, as the CM reports to the Senior VP of Operations, who reports to the COO. Inter-Con will supply updated business contact information in writing to the CO and COR for our company officers, supervisors, managers, and key personnel for BPA's HQ
18. Controlling the security officer's work week to an average of 36 hours, guaranteeing sufficient rest between shifts to remain focused. No security officer shall work more than 12 consecutive hours or more than 60 hours in a week, unless approved by the COR
19. Providing respect towards and among employees as a primary focus for all Inter-Con personnel, a policy introduced in the recruitment process, taught during training and mandated on the job. As well as our own standards, Inter-Con will continue to enforce BPA policies, including the Harassment Free Workplace and Standards of Conducts employees, and will reinforce these policies during annual refresher training
20. Establishing excellence in performance on the job with superior training. Inter-Con's continually evolving training approach is indicative of that excellence. Inter-Con controls all phases of the training process in accordance with the SOW
21. Documenting all details of the Inter-Con training process, indicating what requirements have been fulfilled, including dates of completion, and certification of on-post training. These records are available to the COR upon request
22. Preparing post books containing:
 - a. SOW guidance applicable to the post
 - b. General orders as outlined in the SOW
 - c. All post-applicable SOPs, CFR information, and emergency plans
 - d. Short-term briefing information, alerts, orders, etc.

- e. Confidential emergency call-out lists
 - f. BPA provided maps, building schematics, etc., if available
23. Operating equipment when available which may include: physical access control systems (PACs), card key readers, fire alarm systems, mechanical enunciator panels, CCTV systems, and other operational equipment
 24. Conducting alarm system checks as directed by OCSO along with documenting the checks and submitting the findings to the OCSO
 25. Safeguarding sensitive and classified information to ensure that all such information, including Official Use Only (OUO), Critical Information (CI) or Personally Identifiable Information (PII), is handled according to BPA's Information Protection Program requirements
 26. Continuously improving the BPA security program with OSCO. Inter-Con will work with OSCO to evaluate whether any DOE Protective Force requirements can be integrated into the BPA protection plan
 27. Providing employee loyalty incentives, opportunities for advancement, equitable and balanced disciplinary actions, and a positive work environment as part of its overall retention plan to minimize turnover on the BPA contract
 28. Developing and maintaining hardcopy post books outlining operational information relative to the requirements of the post and the procedures and orders

Government-Furnished Materials and Equipment (SOW A.4)

BPA provides facilities, workstations, computers, printers, as well as maps, floor plans and procedures to allow operation of the contract. Inter-Con assures that all government-provided equipment and information is inventoried, maintained, and protected in accordance with BPA Information Protection Program standards.

Contractor-Furnished Materials and Equipment (SOW A.5)

Being prepared with the right equipment, the right weapon and the right uniform, is the first step in taking pride in the job at hand. Inter-Con provides all necessary uniforms and equipment items to our security officers to ensure they are prepared to perform their duties to the fullest extent and can count on quality equipment items when they need them the most. To **ensure full accountability** of all equipment, supplies and property, Inter-Con uses a continuous receipt system to mark, inventory, monitor and distribute every piece of equipment and other supplies as necessary. The CM is responsible and accountable for all property, equipment and materials used in the performance of the BPA contract, and for ensuring that adequate quantities are available to support operational requirements.

Separate from company-issued color-coordinated police style uniforms, as well as rain and cold weather gear, Inter-Con provides:

(b) (4)

In addition, at the start of each shift, Inter-Con provides each security officer with:

(b) (4)

(b) (4)



Inter-Con has identified critical tasks required to ensure contract compliance with the operation of the assigned vehicles. For each of these critical tasks, there exists a set of pertinent performance indicators and standards that will be implemented and enforced throughout the term of the contract. These performance indicators and standards are listed on the QA Requirements Summary, shown below as **Figure 1**. Each security officer will receive instructions regarding preventive maintenance and each vehicle will be fully inspected each shift by each assigned security officer. The inspection will be documented on an "Inter-Con Vehicle Inspection Log" and will consist of a function check to ensure all safety lights and mechanisms are in full working order. Receipts will be reviewed by the supervisor for each fuel purchase and a structured mechanism for monitoring fuel usage levels for each vehicle will be maintained. All contract security officers operating a vehicle will be in possession of a valid driver's license. All vehicles will be equipped and marked as indicated in **SOW B.5.c**.

Figure 1: Inter-Con's Vehicle Quality Assurance Requirements

<i>Performance Indicator</i>	<i>Standard</i>	<i>Method of Monitoring</i>
<ul style="list-style-type: none"> Vehicles are cleaned daily after each shift prior to handing the vehicle over to the incoming shift Vehicle inspections are held at the beginning of each shift while receiving the vehicle from the outgoing shift, and all deficiencies are noted Preventive maintenance is performed at the start of each shift and a completed checklist is provided to the CM Vehicle records reflect compliance with the State's regulations for inspections, registration and insurance Low number of vehicle repairs due to negligence and abuse 	<ul style="list-style-type: none"> Sufficient vehicles are available to support all operational requirements Vehicle is inspected at the start of each shift Scheduled maintenance performed Vehicle is cleaned and maintained in a good state Preventive maintenance is performed at the start of each shift Vehicle records are maintained according to established policy Vehicle safety inspections and registration comply with State regulations Vehicle is operated safely and used only for contract purposes 	<ul style="list-style-type: none"> Reports reviewed and vehicles inspected daily Management review of maintenance schedule Management ensures immediate actions for repairs Vehicle records reviewed monthly by management; proper action taken to ensure that registration and safety inspections conform to the State's requirements CM and supervisors observe drivers to ensure safe operations, thoroughness of inspections and preventive maintenance reports during their shifts

2. Weapons Safety Plan (SOW B.9.b)

Inter-Con's cautious, detailed, and standardized procedures for full safety and accountability in handling weapons and ammunition ensures that all weapons and ammunition are judiciously handled on post, during guard mount, transfer, cleaning, and inspection. These procedures are outlined at length in the SOP manual. Inter-Con will provide the COR a firearms safety plan as part of the transition plan. The plan details the policy and procedures outline on firearms safety, including:

- A statement of policy and procedural outline relating to the safe use of firearms
- Arming and disarming officers for duty/relief, including loading and unloading supervision by trained Weapons Safety Officers (WSOs)
- Training and qualification requirements for WSOs
- Inventory and Accountability procedures for weapons and ammunition, including storage, rotation, disposal, and inspection
- Control of firearms by shift
- Maintenance and inspection frequency schedule
- Unserviceable weapons procedures
- Reporting accidents, incidents, and unsafe conditions
- Correcting and Preventing accidents, incidents, and unsafe conditions

Firearms safety briefing procedures, including:

- Safety briefing form completed during each live range training session, reviewable by COR
- Completion and submission within 90 days of hire of the online DOE Firearms Safety Course

Inter-Con provides a professionally qualified individual responsible for conducting CITs of the Firearms Safety Program on an ongoing basis (at least annually). All results are documented on a standardized, Inter-Con supplied form, with all findings submitted to the COR electronically. All Firearms Safety Program violations discovered involving firearms safety are immediately corrected and a mitigation plan is immediately submitted to the COR. All assessment documents are made available to the COR upon request.

Weapons Safety Training (SOW B.6.f, B.9.iii)

All incumbents and new-hire security officers and supervisors are fully trained and receive their firearms certification from one of our state and NRA certified firearms trainers, at one of the regional ranges procured for this contract. Segmented by region, our training staff is comprised of highly skilled Training Instructors who are dedicated to supporting our armed contracts throughout the country. The COR may approve guest or adjunct instructors if and when necessary. All Training Instructors are certified in the states for which security officers are being trained. Inter-Con works with OSCO to determine the feasibility of specific trainers in addition to obtaining DOE firearms instructor credentials.

Inter-Con assigns either security officers or supervisors as armorers, providing they have completed DOE certification or factory training, and proof of certification or training is provided electronically to the COR before the armorer begins inspection, repairs or modification. All modifications to and alterations to firearms are approved by the COR in advance.



Firearms Training:

As a global leader in the armed security industry, Inter-Con takes great pride for and responsibility in assuring our personnel are trained to the highest level of competency, safety and preparedness. **In 2017, Inter-Con conducted nearly 53,000 hours of weapons training throughout the U.S. to over 1,300 security officers.** Inter-Con selects convenient range locations within the contract area that meet state and local licensing requirements, and provide all necessary supplies for firearms training, including: targets for firearms qualification, student handouts to

augment classroom instruction, electronic media equipment, computers, overhead projectors, and other visual aids. Inter-Con training staff will always:

- Meet and exceed all contract requirements for training, testing, certification and timely reporting
- Ensure the training program remains relative to the security officer's needs and expectations
- Ensure current, state-of-the-art, hands-on instruction, and update course content to include security advances and past incident emphasis
- Ingrain proper performance standard by focusing on exceptional personal appearance, demeanor (befitting the public posture of BPA), and the commitment to performance and service excellence through proven training, testing, and inspection standards
- Prepare and carry out training directives of the COR
- Focus on performance and skill in required subject areas, while maintaining adherence to the highest standards
- Plan and conduct exercise drills as well as identify additional training needs based on the proficiency status of the force
- Develop competence, self-confidence, good judgment, and the ability to react to emergency situations within each security officer
- Validate the training program through integrity in testing, certification, and job performance evaluation
- Determine the requirements for and allocation of training resources, including ammunition for training, ranges, facilities, and training aids/devices
- Always seek employee feedback to enhance the training program
- Provide employee incentives to achieve and exceed standards through recognition and promotion



Inter-Con provides 16 hours of training annually, sole dedicated to the development and retention of firearms skills for the BPA force, which does not include pre-employment, remedial or make-up training. Firearms training are generally conducted in four (4) blocks of four (4) hours each, once per quarter, though two blocks may be offered within the same quarter to increase the development of skills for qualified officers already assigned to BPA posts.

Following a comprehensive safety briefing provided to all security officers prior to training, training follows these guidelines:

- All security officers and supervisors **will qualify again for a state license, approximately six (6) months after receiving a state firearm's license.** A record of all attempts will be maintained and be made available to the COR upon request
- Of the 16 hours of training, at least one four (4)-hour block of training will be comprised of Confrontation Simulation (ConSim) training, or another form of training approved by the COR
- Combination of two (2) four (4)-hour training blocks within the same quarter may happen only once per year per security officer. A record of the frequency of training for all personnel will be available to the COR
- The annual training is required of all officers and may not be distributed from one officer to another
- For each quarterly block of firearms training, the Inter-Con firearms instructor will have clearly defined goals and objectives, with specific coaching provided to allow each officer the opportunity to demonstrate their understanding of the lesson and the opportunity to demonstrate comprehension. Records of all training and testing results will be logged and available to the COR upon request. The quarterly training focus may include:

- Use of cover
- Moving with a firearm
- Shooting on the move
- Low light shooting principles
- Decision scenarios/confrontation-simulation

Remedial Firearms Training:

The CM **does not allow prospective security officers to perform under this contract if they fail to meet the weapons qualification standards.**

- If a security officer fails the initial (new hire) or recertification testing for license renewal, or the six (6)-month recertification requirement, the security officer is classified as non-compliant and the COR is notified immediately. The security officer is afforded 45 days in which to re-qualify. If the individual does not pass within the 45 days, he/she is no longer eligible to serve as a security officer under this contract, unless the COR feels it is within BPA's best interest to waive this requirement or extend the grace period.
Any additional training required for this recertification is at no cost to the Government
- Any security officer who does not meet quarterly training goals receives remedial training to achieve the quarterly objectives
- Any unsafe handling of a weapon, including negligent discharge or weapon misplacement, is immediately reported to the COR and is the subject of a thorough investigation by the CM, with the findings reported to the COR, along with the corrective actions taken by Inter-Con

Defensive Tactics Training:

In our ongoing effort to keep our force at maximum preparedness, all security officers attend eight (8) hours of defensive training each year. Such training includes handcuffing, an Aerosol Defense spray refresher, take-down and apprehension methods (including use of force continuum scenarios, Verbal Crisis Intervention, weapons retention, and officer safety and survival).

Weapons Handling (SOW B.6.f.iii.o, B.9.iv)

Firearms:

All Inter-Con security officers and supervisors are trained and certified in the proper handling of all firearms. Only assigned firearms, provided by Inter-Con, are permitted to be carried at any time a security officer is on duty, at the facility or in uniform. Inter-Con provides all weapons for testing and is solely responsible for transport of the weapons to the range. All personnel are tested annually to ensure weapons proficiency and certification, based on the type of weapon furnished. Additionally, all employees are tested semi-annually on non-lethal handling proficiency. BPA is not held liable for the use of Inter-Con provided weapons.

All firearms are handled following accepted practice as outlined in the policy and procedures plan, treated as if they are always loaded, and are never "dry fired", unless being stored. Firearms are confirmed as unloaded in accordance with established protocols.

Procedures of the loading and unloading of firearms are provided by Inter-Con and approved by the COR as part of the weapons safety program. All changes to procedures are submitted to and approved by the COR prior to implementation. Inter-Con ensures that during the time of ingress and egress of employees, all posts remain adequately covered while still allowing necessary time for arming and disarming security officers. Arming and disarming procedures are posted in plain sight at each disarming station and follow the procedures as detailed in the weapons safety plan. **Inter-Con's step-by-step and time-tested gear-up and gear-down protocols have been fine-tuned and uniquely developed to prevent accidental or negligent discharges. Our processes have resulted in enhanced safety and accountability standards for BPA.**

Specific to the Glock 22, Inter-Con developed a Firearms SOP for BPA that will be resubmitted to the COR. Like all of Inter-Con's security policies, we self-assess the Firearms Safety Program annually, document the assessment, and submit it to the COR. Any unsafe conditions are immediately corrected.

Less-than-lethal Weapons/Equipment:

- All security officers carry Aerosol Defense spray in an approved holder on their duty belt while on duty
- All security officers carry at least one set of handcuffs in an approved case located on their duty belt while on duty
- Inter-Con provides and maintains sufficient quantities of these devices as readily available to all security posts
- New security officers receive appropriate orientation training and task performance training on the proper use of applicable less-than-lethal devices prior to assuming any security post

Weapons Safety Briefings (SOW B.6.f, B.9.b.ii.i)

Inter-Con's firearms training developed for BPA exceeds the minimum 16 hours training requirement. Employees are provided 24 hours of pre-assignment firearms training and 16 hours of annual firearms training. Training consists of Live Fire Range Training, including: use of cover, moving with a firearm, shooting on the move, low-light shooting principles, decision scenarios and confrontation-simulation, and remedial firearms training.

All relevant weapons safety briefing information are included in the hardcopy post books. In addition, supervisors incorporate verbal weapons safety information in shift change briefings, when appropriate, as well as engage in scheduled and unscheduled post briefings to ensure continuity in operational compliance with weapons safety standards. A comprehensive firearms safety briefing is provided to all officers prior to commencement of firearms training. All security officers participating in live fire range training sessions complete firearm safety briefing forms, which are made available in both electronic and hardcopy forms to the COR when requested.

Weapon Storage/Security (SOW B.9.a)

Weapons Requirements:

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Cleaning & Maintenance:

Inter-Con maintains the responsibility for the daily cleaning and regular maintenance of all firearms. Supervisor inspect and account for all weapons at the start of each shift and ensure firearms are safely handled. Loading, unloading, and cleaning of weapons is only permitted in a designated safe area. **We closely evaluate and analyze any proposed loading and unloading zone, ensuring that adequate protections are implemented such as clearing barrels, safe monitoring zones, reinforced back walls, and proper lighting.**

Inter-Con provides an appropriate, GSA-approved weapons locker for the secure storage of all weapons not in use by on-duty security officers. All firearms are stored in the weapons locker with the slide in the forward position and a chamber flag in the chamber. Locker combinations are maintained by select members of the security force, members of supervision, and the CM. The CM, Shift Supervisor or ICSS Firearms Instructor coordinates any handling of firearms outside of the locker. Handling can be defined as: transporting to another complex, transporting to the range, cleaning or repairs, loading and unloading or anytime a firearm is removed from the storage locker and/or holster.

At the conclusion of each shift, all weapons are returned to a WSO or supervisor, who assesses the operating condition of each weapon before re-issuing or storing the firearm. **With our senior leadership's Military and Law Enforcement experience, our protocols for weapons issuance and receipt are highly advanced and mirror the same procedures implemented by the U.S. Military and Law Enforcement Agencies.** Each weapon and ammunition, along with less than lethal equipment, radios and other operational equipment, such as handcuffs and Aerosol Defense Spray, are accounted for by Inter-Con at the end of each shift.

Ammunition Storage/Security (SOW B.9.a)

Duty ammunition is kept in sufficient quantities for duty issue and is rotated at least annually to be used as range ammunition and replaced; **all done at no additional cost to BPA.** All duty ammunition meets identical standards as ammunition used by the nearest major law enforcement agency. Armed security officers carry two additional magazines while on duty in a double magazine pouch. Additional ammunition is provided as reserves, replacement due to rotation or defect, for training, and to be used in case of emergency.

Magazines are unloaded at least weekly, except for those magazines in use, and ammunition is stored in a separate compartment, away from the magazines on weekends.

PART 2 – TECHNICAL/MANAGEMENT PROPOSAL

FACTOR C - PAST PERFORMANCE & EXPERIENCE

Bonneville Power Administration (BPA)
905 NE 11th Avenue Portland, OR 97232

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Southern California Edison Company (Edison)
2131 Walnut Grove Avenue Rosemead, CA 91770

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(b) (4)

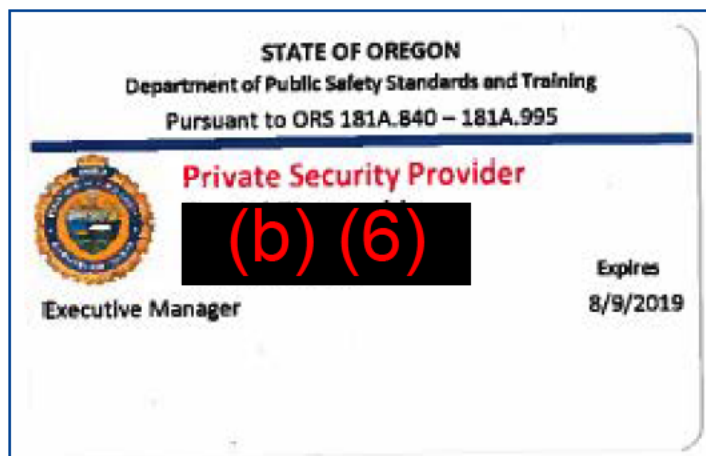
Uniformed Protective Services Program (UPSP), U.S. Department of State (DoS)
2201 C. Street NW, Washington, D.C. 20522-0101

(b) (4)

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APPENDIX 1 - BUSINESS LICENSES

Use or disclosure of data contained on this sheet is subject to the restriction on cover page of this proposal.
Inter-Con Security Systems, Inc. is an Equal Employment/Affirmative Action Employer | PPO 6822



PART 2 – TECHNICAL/MANAGEMENT PROPOSAL

APPENDIX 2 - CERTIFICATE OF LIABILITY INSURANCE (U.S. DEPT. OF ENERGY – BPA)

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(b) (4)

PART 2 – TECHNICAL/MANAGEMENT PROPOSAL

APPENDIX 3 – SECURITY CLEARANCES

(b) (4)

RFO 4293 Pricing Workbook

Schedule of Pricing

CLIN	Description	Unit	Quantity	Unit Price	Price
Base Period: 11/1/2018 - 9/30/2019					
0001	Headquarters Complex Security Posts	MO			
0002	Ross Security Posts	MO			
0003	Park Place Security Posts	MO			
0004	Eugene Starr Complex Security Posts	MO			
0005	Munro Security Posts	MO			
0006	Deployment and Urgent Security Services OR				
0006A	Security Officer, Unarmed - Standard Rate	HR			
0006B	Security Officer, Armed - Standard Rate	HR			
0006C	Security Officer, Supervisor - Standard Rate	HR			
0006D	Alarm Monitor - Standard Rate	HR			
0006E	Security Officer, Unarmed - Overtime Rate	HR			
0006F	Security Officer, Armed - Overtime Rate	HR			
0006G	Security Officer, Supervisor - Overtime Rate	HR			
0006H	Alarm Monitor - Overtime Rate	HR			
0007	Deployment and Urgent Security Services				
0007A	Security Officer, Unarmed - Standard Rate	HR			
0007B	Security Officer, Armed - Standard Rate	HR			
0007C	Security Officer, Supervisor - Standard Rate	HR			
0007D	Alarm Monitor - Standard Rate	HR			
0007E	Alarm Monitor Supervisor - Standard Rate	HR			
0007F	Security Officer, Unarmed - Overtime Rate	HR			
0007G	Security Officer, Armed - Overtime Rate	HR			
0007H	Security Officer, Supervisor - Overtime Rate	HR			
0007I	Alarm Monitor - Overtime Rate	HR			
0007J	Alarm Monitor Supervisor - Overtime Rate	HR			
0008	Travel Costs IAW FTR				
Option Period 1: 10/1/2019 - 9/30/2020					
1001	Headquarters Complex Security Posts	MO			
1002	Ross Security Posts	MO			
1003	Park Place Security Posts	MO			
1004	Eugene Starr Complex Security Posts	MO			
1005	Munro Security Posts	MO			
1006	Deployment and Urgent Security Services OR				
1006A	Security Officer, Unarmed - Standard Rate	HR			
1006B	Security Officer, Armed - Standard Rate	HR			
1006C	Security Officer, Supervisor - Standard Rate	HR			
1006D	Alarm Monitor - Standard Rate	HR			
1006E	Security Officer, Unarmed - Overtime Rate	HR			
1006F	Security Officer, Armed - Overtime Rate	HR			
1006G	Security Officer, Supervisor - Overtime Rate	HR			
1006H	Alarm Monitor - Overtime Rate	HR			
1007	Deployment and Urgent Security Services				
1007A	Security Officer, Unarmed - Standard Rate	HR			

(b) (4)

(b) (4)

1007B	Security Officer, Armed - Standard Rate	HR
1007C	Security Officer, Supervisor - Standard Rate	HR
1007D	Alarm Monitor - Standard Rate	HR
1007E	Alarm Monitor Supervisor - Standard Rate	HR
1007F	Security Officer, Unarmed - Overtime Rate	HR
1007G	Security Officer, Armed - Overtime Rate	HR
1007H	Security Officer, Supervisor - Overtime Rate	HR
1007I	Alarm Monitor - Overtime Rate	HR
1007J	Alarm Monitor Supervisor - Overtime Rate	HR
1008	Travel Costs IAW FTR	

(b) (4)

Option Period 2: 10/1/2020 - 9/30/2021

2001	Headquarters Complex Security Posts	MO
2002	Ross Security Posts	MO
2003	Park Place Security Posts	MO
2004	Eugene Starr Complex Security Posts	MO
2005	Munro Security Posts	MO
2006	Deployment and Urgent Security Services OR	
2006A	Security Officer, Unarmed - Standard Rate	HR
2006B	Security Officer, Armed - Standard Rate	HR
2006C	Security Officer, Supervisor - Standard Rate	HR
2006D	Alarm Monitor - Standard Rate	HR
2006E	Security Officer, Unarmed - Overtime Rate	HR
2006F	Security Officer, Armed - Overtime Rate	HR
2006G	Security Officer, Supervisor - Overtime Rate	HR
2006H	Alarm Monitor - Overtime Rate	HR
2007	Deployment and Urgent Security Services	
2007A	Security Officer, Unarmed - Standard Rate	HR
2007B	Security Officer, Armed - Standard Rate	HR
2007C	Security Officer, Supervisor - Standard Rate	HR
2007D	Alarm Monitor - Standard Rate	HR
2007E	Alarm Monitor Supervisor - Standard Rate	HR
2007F	Security Officer, Unarmed - Overtime Rate	HR
2007G	Security Officer, Armed - Overtime Rate	HR
2007H	Security Officer, Supervisor - Overtime Rate	HR
2007I	Alarm Monitor - Overtime Rate	HR
2007J	Alarm Monitor Supervisor - Overtime Rate	HR
2008	Travel Costs IAW FTR	

(b) (4)

Option Period 3: 10/1/2021 - 9/30/2022

3001	Headquarters Complex Security Posts	MO
3002	Ross Security Posts	MO
3003	Park Place Security Posts	MO
3004	Eugene Starr Complex Security Posts	MO
3005	Munro Security Posts	MO
3006	Deployment and Urgent Security Services OR	
3006A	Security Officer, Unarmed - Standard Rate	HR
3006B	Security Officer, Armed - Standard Rate	HR
3006C	Security Officer, Supervisor - Standard Rate	HR

(b) (4)

3006D	Alarm Monitor - Standard Rate	HR
3006E	Security Officer, Unarmed - Overtime Rate	HR
3006F	Security Officer, Armed - Overtime Rate	HR
3006G	Security Officer, Supervisor - Overtime Rate	HR
3006H	Alarm Monitor - Overtime Rate	HR
3007	Deployment and Urgent Security Services	
3007A	Security Officer, Unarmed - Standard Rate	HR
3007B	Security Officer, Armed - Standard Rate	HR
3007C	Security Officer, Supervisor - Standard Rate	HR
3007D	Alarm Monitor - Standard Rate	HR
3007E	Alarm Monitor Supervisor - Standard Rate	HR
3007F	Security Officer, Unarmed - Overtime Rate	HR
3007G	Security Officer, Armed - Overtime Rate	HR
3007H	Security Officer, Supervisor - Overtime Rate	HR
3007I	Alarm Monitor - Overtime Rate	HR
3007J	Alarm Monitor Supervisor - Overtime Rate	HR
3008	Travel Costs IAW FTR	

Option Period 4: 10/1/2022 - 9/30/2023

4001	Headquarters Complex Security Posts	MO
4002	Ross Security Posts	MO
4003	Park Place Security Posts	MO
4004	Eugene Starr Complex Security Posts	MO
4005	Munro Security Posts	MO
4006	Deployment and Urgent Security Services OR	
4006A	Security Officer, Unarmed - Standard Rate	HR
4006B	Security Officer, Armed - Standard Rate	HR
4006C	Security Officer, Supervisor - Standard Rate	HR
4006D	Alarm Monitor - Standard Rate	HR
4006E	Security Officer, Unarmed - Overtime Rate	HR
4006F	Security Officer, Armed - Overtime Rate	HR
4006G	Security Officer, Supervisor - Overtime Rate	HR
4006H	Alarm Monitor - Overtime Rate	HR
4007	Deployment and Urgent Security Services	
4007A	Security Officer, Unarmed - Standard Rate	HR
4007B	Security Officer, Armed - Standard Rate	HR
4007C	Security Officer, Supervisor - Standard Rate	HR
4007D	Alarm Monitor - Standard Rate	HR
4007E	Alarm Monitor Supervisor - Standard Rate	HR
4007F	Security Officer, Unarmed - Overtime Rate	HR
4007G	Security Officer, Armed - Overtime Rate	HR
4007H	Security Officer, Supervisor - Overtime Rate	HR
4007I	Alarm Monitor - Overtime Rate	HR
4007J	Alarm Monitor Supervisor - Overtime Rate	HR
4008	Travel Costs IAW FTR	

Transition Option: 8/1/2018 - 9/30/2018

5,001.00	Physical Security Transition Services	MO
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Base and Exercised Options Total:

(b) (4)

(b) (4)

(b) (4)

(b) (4)

Base and All Options Total:

(b) (4)

RFO 4293 Pricing Workbook

Schedule of Pricing

CLIN	Description	Unit	Quantity	Unit Price	Price
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Base Period: 11/1/2018 - 9/30/2019

0001	Headquarters Complex Security Posts	MO
0002	Ross Security Posts	MO
0003	Park Place Security Posts	MO
0004	Eugene Starr Complex Security Posts	MO
0005	Munro Security Posts	MO
0006	Deployment and Urgent Security Services OR	
0006A	Security Officer, Unarmed - Standard Rate	HR
0006B	Security Officer, Armed - Standard Rate	HR
0006C	Security Officer, Supervisor - Standard Rate	HR
0006D	Alarm Monitor - Standard Rate	HR
0006E	Security Officer, Unarmed - Overtime Rate	HR
0006F	Security Officer, Armed - Overtime Rate	HR
0006G	Security Officer, Supervisor - Overtime Rate	HR
0006H	Alarm Monitor - Overtime Rate	HR
0007	Deployment and Urgent Security Services	
0007A	Security Officer, Unarmed - Standard Rate	HR
0007B	Security Officer, Armed - Standard Rate	HR
0007C	Security Officer, Supervisor - Standard Rate	HR
0007D	Alarm Monitor - Standard Rate	HR
0007E	Alarm Monitor Supervisor - Standard Rate	HR
0007F	Security Officer, Unarmed - Overtime Rate	HR
0007G	Security Officer, Armed - Overtime Rate	HR
0007H	Security Officer, Supervisor - Overtime Rate	HR
0007I	Alarm Monitor - Overtime Rate	HR
0007J	Alarm Monitor Supervisor - Overtime Rate	HR
0008	Travel Costs IAW FTR	

Option Period 1: 10/1/2019 - 9/30/2020

1001	Headquarters Complex Security Posts	MO
1002	Ross Security Posts	MO
1003	Park Place Security Posts	MO
1004	Eugene Starr Complex Security Posts	MO
1005	Munro Security Posts	MO
1006	Deployment and Urgent Security Services OR	
1006A	Security Officer, Unarmed - Standard Rate	HR
1006B	Security Officer, Armed - Standard Rate	HR
1006C	Security Officer, Supervisor - Standard Rate	HR
1006D	Alarm Monitor - Standard Rate	HR
1006E	Security Officer, Unarmed - Overtime Rate	HR
1006F	Security Officer, Armed - Overtime Rate	HR
1006G	Security Officer, Supervisor - Overtime Rate	HR
1006H	Alarm Monitor - Overtime Rate	HR
1007	Deployment and Urgent Security Services	

(b) (4)

the cost here reflects Munro Post 2 and Celilo Post 2 at 24/7 status (please see Cost Br
the cost here reflects Munro Post 2 and Celilo Post 2 at 24/7 status (please see Cost Br

(b) (4)

1007A	Security Officer, Unarmed - Standard Rate	HR
1007B	Security Officer, Armed - Standard Rate	HR
1007C	Security Officer, Supervisor - Standard Rate	HR
1007D	Alarm Monitor - Standard Rate	HR
1007E	Alarm Monitor Supervisor - Standard Rate	HR
1007F	Security Officer, Unarmed - Overtime Rate	HR
1007G	Security Officer, Armed - Overtime Rate	HR
1007H	Security Officer, Supervisor - Overtime Rate	HR
1007I	Alarm Monitor - Overtime Rate	HR
1007J	Alarm Monitor Supervisor - Overtime Rate	HR
1008	Travel Costs IAW FTR	

Option Period 2: 10/1/2020 - 9/30/2021

2001	Headquarters Complex Security Posts	MO
2002	Ross Security Posts	MO
2003	Park Place Security Posts	MO
2004	Eugene Starr Complex Security Posts	MO
2005	Munro Security Posts	MO
2006	Deployment and Urgent Security Services OR	
2006A	Security Officer, Unarmed - Standard Rate	HR
2006B	Security Officer, Armed - Standard Rate	HR
2006C	Security Officer, Supervisor - Standard Rate	HR
2006D	Alarm Monitor - Standard Rate	HR
2006E	Security Officer, Unarmed - Overtime Rate	HR
2006F	Security Officer, Armed - Overtime Rate	HR
2006G	Security Officer, Supervisor - Overtime Rate	HR
2006H	Alarm Monitor - Overtime Rate	HR
2007	Deployment and Urgent Security Services	
2007A	Security Officer, Unarmed - Standard Rate	HR
2007B	Security Officer, Armed - Standard Rate	HR
2007C	Security Officer, Supervisor - Standard Rate	HR
2007D	Alarm Monitor - Standard Rate	HR
2007E	Alarm Monitor Supervisor - Standard Rate	HR
2007F	Security Officer, Unarmed - Overtime Rate	HR
2007G	Security Officer, Armed - Overtime Rate	HR
2007H	Security Officer, Supervisor - Overtime Rate	HR
2007I	Alarm Monitor - Overtime Rate	HR
2007J	Alarm Monitor Supervisor - Overtime Rate	HR
2008	Travel Costs IAW FTR	

Option Period 3: 10/1/2021 - 9/30/2022

3001	Headquarters Complex Security Posts	MO
3002	Ross Security Posts	MO
3003	Park Place Security Posts	MO
3004	Eugene Starr Complex Security Posts	MO
3005	Munro Security Posts	MO
3006	Deployment and Urgent Security Services OR	
3006A	Security Officer, Unarmed - Standard Rate	HR

(b) (4)

3006B	Security Officer, Armed - Standard Rate	HR
3006C	Security Officer, Supervisor - Standard Rate	HR
3006D	Alarm Monitor - Standard Rate	HR
3006E	Security Officer, Unarmed - Overtime Rate	HR
3006F	Security Officer, Armed - Overtime Rate	HR
3006G	Security Officer, Supervisor - Overtime Rate	HR
3006H	Alarm Monitor - Overtime Rate	HR
3007	Deployment and Urgent Security Services	
3007A	Security Officer, Unarmed - Standard Rate	HR
3007B	Security Officer, Armed - Standard Rate	HR
3007C	Security Officer, Supervisor - Standard Rate	HR
3007D	Alarm Monitor - Standard Rate	HR
3007E	Alarm Monitor Supervisor - Standard Rate	HR
3007F	Security Officer, Unarmed - Overtime Rate	HR
3007G	Security Officer, Armed - Overtime Rate	HR
3007H	Security Officer, Supervisor - Overtime Rate	HR
3007I	Alarm Monitor - Overtime Rate	HR
3007J	Alarm Monitor Supervisor - Overtime Rate	HR
3008	Travel Costs IAW FTR	

Option Period 4: 10/1/2022 - 9/30/2023

4001	Headquarters Complex Security Posts	MO
4002	Ross Security Posts	MO
4003	Park Place Security Posts	MO
4004	Eugene Starr Complex Security Posts	MO
4005	Munro Security Posts	MO
4006	Deployment and Urgent Security Services OR	
4006A	Security Officer, Unarmed - Standard Rate	HR
4006B	Security Officer, Armed - Standard Rate	HR
4006C	Security Officer, Supervisor - Standard Rate	HR
4006D	Alarm Monitor - Standard Rate	HR
4006E	Security Officer, Unarmed - Overtime Rate	HR
4006F	Security Officer, Armed - Overtime Rate	HR
4006G	Security Officer, Supervisor - Overtime Rate	HR
4006H	Alarm Monitor - Overtime Rate	HR
4007	Deployment and Urgent Security Services	
4007A	Security Officer, Unarmed - Standard Rate	HR
4007B	Security Officer, Armed - Standard Rate	HR
4007C	Security Officer, Supervisor - Standard Rate	HR
4007D	Alarm Monitor - Standard Rate	HR
4007E	Alarm Monitor Supervisor - Standard Rate	HR
4007F	Security Officer, Unarmed - Overtime Rate	HR
4007G	Security Officer, Armed - Overtime Rate	HR
4007H	Security Officer, Supervisor - Overtime Rate	HR
4007I	Alarm Monitor - Overtime Rate	HR
4007J	Alarm Monitor Supervisor - Overtime Rate	HR
4008	Travel Costs IAW FTR	

(b) (4)

Transition Option: 8/1/2018 - 9/30/2018

5,001.00	Physical Security Transition Services	MO	(b) (4)
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			Base and Exercised Options Total
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			Base and All Options Total
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(b) (4)

eakdown for hours)
eakdown for hours)

BPA Cost Breakdown - Bill Rate

											Standard Hours		Alternate Hours							
											(b) (4)									
CLIN	Facility	Position	State	Direct Labor	Fringe Benefits	Taxes & Insurance	Other Direct	Indirect Costs	Profit	Proposed Burdened	RFP Standard Annual Hours	Annual Cost	RFP Alternate Annual Hours	Annual Cost						
0001	Headquarters	Security Officer	Oregon	(b) (4)							31,120	(b) (4)	31,120	(b) (4)						
0001	Headquarters	Supervisor	Oregon																2,480	2,480
0002	Ross Complex	Security Officer	Washington																30,128	30,128
0002	Ross Complex	Alarm Monitor	Washington																12,584	12,584
0002	Ross Complex	Supervisor	Washington																8,616	8,616
0003	Park Place	Security Officer	Washington																2,976	2,976
0004	Eugene Starr	Security Officer	Oregon																8,616	8,616
0004	Eugene Starr	Supervisor	Oregon																1,984	8,616
0005	Munro Compl	Alarm Monitor	Washington																8,616	8,616
0005	Munro Compl	Supervisor	Washington																2,976	8,616
CLIN	Position			Total Cost	Total Hours	Wtd. Avg. Rate														
0006A	Security Officer, Unarmed - Standard Rate			(b) (4)																
0006B	Security Officer, Armed - Standard Rate																			
0006C	Security Officer, Supervisor - Standard Rate																			
0006D	Alarm Monitor - Standard Rate																			
0007A	Security Officer, Unarmed - Standard Rate			(b) (4)																
0007B	Security Officer, Armed - Standard Rate																			
0007C	Security Officer, Supervisor - Standard Rate																			
0007D	Alarm Monitor - Standard Rate																			
0007E	Alarm Monitor Supervisor - Standard Rate																			

BPA Cost Breakdown - Direct Labor

CLIN	Facility	Position	State	Basic Wage Rates	Unscheduled Overtime	Bonus	Turnover Training	Annual Training	Total Direct Labor
0001	Headquarters	Security Officer	Oregon	(b)					
0001	Headquarters	Supervisor	Oregon						
0002	Ross Complex	Security Officer	Washington						
0002	Ross Complex	Alarm Monitor	Washington						
0002	Ross Complex	Supervisor	Washington						
0003	Park Place	Security Officer	Washington						
0004	Eugene Starr	Security Officer	Oregon						
0004	Eugene Starr	Supervisor	Oregon						
0005	Munro Complex	Alarm Monitor	Washington						
0005	Munro Complex	Supervisor	Washington						
				(4)					

BPA Cost Breakdown - Fringe Benefits

CLIN	Facility	Position	State	Vacation	Holiday Off	Sick Leave	Jury Duty Leave	Bereavement Leave	Health & Welfare Benefit	Total Fringe
0001	Headquarters	Security Officer	Oregon	(b) (4)	(4)					
0001	Headquarters	Supervisor	Oregon							
0002	Ross Complex	Security Officer	Washington							
0002	Ross Complex	Alarm Monitor	Washington							
0002	Ross Complex	Supervisor	Washington							
0003	Park Place	Security Officer	Washington							
0004	Eugene Starr	Security Officer	Oregon							
0004	Eugene Starr	Supervisor	Oregon							
0005	Munro Complex	Alarm Monitor	Washington							
0005	Munro Complex	Supervisor	Washington							

BPA Cost Breakdown - Payroll Taxes

CLIN	Facility	Position	State	FICA	FUTA	SUI	Worker's Compensatio	Liability Insurance	Fidelity Bond	Total Taxes
0001	Headquarters	Security Officer	Oregon	(b) (4)						
0001	Headquarters	Supervisor	Oregon							
0002	Ross Complex	Security Officer	Washington							
0002	Ross Complex	Alarm Monitor	Washington							
0002	Ross Complex	Supervisor	Washington							
0003	Park Place	Security Officer	Washington							
0004	Eugene Starr	Security Officer	Oregon							
0004	Eugene Starr	Supervisor	Oregon							
0005	Munro Complex	Alarm Monitor	Washington							
0005	Munro Complex	Supervisor	Washington							

BPA Cost Breakdown - Other Direct Costs

CLIN	Facility	Position	State	Uniforms	Equipment	Vehicles	Transition Screening	Turnover Screening	Annual Screening	Periodic Screening	Professional Services	Lease Expense	Guard Licensing Costs	Guard Range Costs	Total Indirect Costs
0001	Headquarters	Security Officer	Oregon	(b) (4)											
0001	Headquarters	Supervisor	Oregon												
0002	Ross Complex	Security Officer	Washington												
0002	Ross Complex	Alarm Monitor	Washington												
0002	Ross Complex	Supervisor	Washington												
0003	Park Place	Security Officer	Washington												
0004	Eugene Starr	Security Officer	Oregon												
0004	Eugene Starr	Supervisor	Oregon												
0005	Munro Complex	Alarm Monitor	Washington												
0005	Munro Complex	Supervisor	Washington												

BPA Cost Breakdown - Indirect Costs

CLIN	Facility	Position	State	Operating Costs	Overhead Positions	Allocations	Gross Receipts	Cost of Capital	Corporate G&A	Total Indirect Costs
0001	Headquarters	Security Officer	Oregon	(b) (4)						
0001	Headquarters	Supervisor	Oregon							
0002	Ross Complex	Security Officer	Washington							
0002	Ross Complex	Alarm Monitor	Washington							
0002	Ross Complex	Supervisor	Washington							
0003	Park Place	Security Officer	Washington							
0004	Eugene Starr	Security Officer	Oregon							
0004	Eugene Starr	Supervisor	Oregon							
0005	Munro Complex	Alarm Monitor	Washington							
0005	Munro Complex	Supervisor	Washington							

BPA Cost Breakdown - Overtime Bill Rate

CLIN	Facility	Position	State	Direct Labor	Fringe Benefits	Taxes & Insurance	Other Direct	Indirect Costs	Profit	Proposed Burdended
0001	Headquarters	Security Officer	Oregon	(b) (4)						
0001	Headquarters	Supervisor	Oregon							
0002	Ross Complex	Security Officer	Washington							
0002	Ross Complex	Alarm Monitor	Washington							
0002	Ross Complex	Supervisor	Washington							
0003	Park Place	Security Officer	Washington							
0004	Eugene Starr	Security Officer	Oregon							
0004	Eugene Starr	Supervisor	Oregon							
0005	Munro Complex	Alarm Monitor	Washington							
0005	Munro Complex	Supervisor	Washington							

King,James J (CONTR) - CGI-7

From: Matthew E. Reeser <MReeser@icsecurity.com>
Sent: Friday, June 8, 2018 1:20 PM
To: Rodriguez,Cody L (BPA) - NSSF-4
Cc: Richard Stack
Subject: [EXTERNAL] Inter-Con Response to RFO 4293
Attachments: IC Response - BPA RFO 4293 - Part 1 - Business & Pricing Proposal.pdf; IC Response - BPA RFO 4293 - Part 2 - Technical & Management (Non-Price or Cost) Proposal.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Cody,

Please find attached Inter-Con's official response to BPA's RFO for Physical Security Services. Please acknowledge receipt and let us know if you experience any technical difficulties downloading our proposal.

Thank you again for the opportunity to participate in this process. We look forward to hearing from your team soon!

Best regards,

Matthew Reeser
Vice President - Business Development
Inter-Con Security Systems, Inc.
210 S. De Lacey Ave., Pasadena, CA 91105
O: (626) 535-2639
M: (b) (6)
E: mreeser@icsecurity.com
W: www.icsecurity.com



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King,James J (CONTR) - CGI-7

From: Matthew E. Reeser <MReeser@icsecurity.com>
Sent: Friday, June 8, 2018 1:50 PM
To: Rodriguez,Cody L (BPA) - NSSF-4
Cc: Richard Stack
Subject: [EXTERNAL] RE: Inter-Con Response to RFO 4293
Attachments: Attachment 5.xlsx

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Cody,

Please also find attached Attachment 5 (Pricing Workbook) for Part 1 of the Business Pricing Proposal.

Thank you & Best regards,

Matthew Reeser
Vice President - Business Development
Inter-Con Security Systems, Inc.
(626) 535-2639
Inter-Con Security Systems, Inc. is an Equal Employment/Affirmative Action Employer.

From: Matthew E. Reeser
Sent: Friday, June 8, 2018 1:20 PM
To: 'Rodriguez,Cody L (BPA) - NSSF-4' <clrodriguez@bpa.gov>
Cc: Richard Stack <RStack@icsecurity.com>
Subject: Inter-Con Response to RFO 4293

Dear Cody,

Please find attached Inter-Con's official response to BPA's RFO for Physical Security Services. Please acknowledge receipt and let us know if you experience any technical difficulties downloading our proposal.

Thank you again for the opportunity to participate in this process. We look forward to hearing from your team soon!

Best regards,

Matthew Reeser
Vice President - Business Development
Inter-Con Security Systems, Inc.
210 S. De Lacey Ave., Pasadena, CA 91105
O: (626) 535-2639
M: (b) (6)
E: mreeser@icsecurity.com
W: www.icsecurity.com



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