



## Department of Energy

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

FREEDOM OF INFORMATION ACT/PRIVACY PROGRAM

January 12, 2024

In reply refer to: FOIA #BPA-2022-00032-F

**SENT VIA EMAIL ONLY TO:** [foia@pillbox.ltd](mailto:foia@pillbox.ltd); [legal@pillbox.ltd](mailto:legal@pillbox.ltd)

Brett Atkins  
Pillbox LLC  
100 N Howard Street, Suite R  
Spokane, WA 99201-0508

Dear Mr. Atkins,

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 October 7, 2021, and formally acknowledged on October 19, 2021.

### **Request**

“Any Past or Current Master Contracts/Statements of Work between Mosaic451 Federal Services [LLC] and BPA.”

### **Response**

BPA searched for and gathered contract records responsive to your FOIA request from knowledgeable personnel in the agency's Corporate & Infrastructure office. BPA is herein releasing 306 pages, with redactions applied to protect third party commercial and confidential information from public release under 5 U.S.C. § 552(b)(4) (Exemption 4) and 5 U.S.C. § 552(b)(6) (Exemption 6).

81 pages have redactions applied under Exemption 4;  
11 pages have redactions applied under Exemption 6.

A more detailed explanation of the applied exemptions also follows.

### **Explanation of Withholdings and 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

Exemption 4 protects “trade secrets and commercial or financial information obtained from a person [that is] privileged or confidential.” (5 U.S.C. § 552(b)(4)). Information is considered commercial or financial in nature if it relates to business or trade. This exemption is intended to protect the interests of both the agency and third-party submitters of information. 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 Mosaic451 with an opportunity to formally object to the public release of their information contained in BPA records. Mosaic451 submitted their objections to BPA. BPA accepted those objections, based on guidance available from the U.S. Department of Justice, and is withholding certain commercial confidential information from public release. The FOIA does not permit a discretionary release of information otherwise protected by Exemption 4.

#### 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, BPA employee’s and third parties’ handwritten signatures. BPA cannot waive this PII redaction, 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 and exemption determinations and the records release described above. Your FOIA request BPA-2022-00032-F is now closed with all responsive agency records provided.

#### **Appeal**

Note that the records release certified above is final. Pursuant to 10 C.F.R. § 1004.8, you may appeal the adequacy of the records search, and the completeness of this final records release, within 90 calendar days from the date of this communication. 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](mailto: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](mailto: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 James King, FOIA Public Liaison, at [jjking@bpa.gov](mailto:jjking@bpa.gov) or 503-230-7621.

Sincerely,

Rachel L. Hull  
Freedom of Information/Privacy Act Officer

UNITED STATES  
GOVERNMENT

MASTER CONTRACT

Mail Invoice To:

SEE INDIVIDUAL RELEASES

Contract : 00072150  
Release : 00000  
Page : 1

Vendor:

MOSAIC451 LLC  
2600 N CENTRAL AVE  
11TH FLOOR  
PHOENIX AZ 85004

Please Direct Inquiries to:

WINSTON B. YOUNG  
Title: CONTRACT SPECIALIST  
Phone: 503-230-3603  
Fax :

Attn: Jennifer Calovini

Contract Title: CSOAC MASTER CONTRACT

Total Value :  
Pricing Method: FIRM FIXED PRICE      Payment Terms: %      Days Net 30  
Performance Period: 03/31/16 - 03/30/21

<b>(b) (6)</b>	
_____ Contractor Signature Jennifer Calovini/Operation Director	_____ BPA Contracting Officer
_____ Printed Name/Title 3/29/2016	_____ Date Signed
_____ Date Signed	



## Master Contract Continuation Sheet

**BPA MASTER CONTRACT 72150  
CSOAC MASTER CONTRACT  
MOSAIC451 LLC**

1. This Master Contract is hereby issued as follows and contains:
  - Signature Page
  - Cover Sheet Continuation
  - Unit 1 & 2: Terms and Conditions
  - Unit 3: Master Scope of Work
2. The period of performance is March 31, 2016 through March 30, 2021.
3. Releases may be issued at any time during the performance period on a Firm Fixed Price basis. Each Release shall identify the Statement of Work, period of performance, and pricing applicable to that Release.
4. Please reference BPA Master Agreement 72150 and applicable Release number on all invoices and send them via e-mail to Alicia Collier at [ancollier@bpa.gov](mailto:ancollier@bpa.gov).

CO: Matt DeLong, 503-230-7549  
COR: Winston Young, 503-230-3603  
COTR: Alicia Collier, 503-230-4485

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## UNIT 1 — COMMERCIAL

### MASTER CONTRACT-BASIC TERMS (28-1.2) (OCT 14)(BPI 28.3.3.1)

- a) This is a Firm Fixed Price Master Contract for 5 years. By signing the master contract cover page, BPA and the Contractor agree, subject to the attached terms and conditions, that Contractor shall sell to BPA the services identified herein at the prices set forth in the Schedule of Pricing.
- b) This Master Contract shall become effective upon receipt of the signed Master 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 BPA's Convenience. BPA 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 13)(BPI 28.3.3.1)

The Contractor shall provide all services according to the Statement of Work for each Release and Schedule of Prices.

Release 001 for Cyber Security Operations and Analysis Center Managed Staffing in the amount of [REDACTED] for base year 1 is mutually obligated upon execution of this Master Contract. No additional work or Releases are obligated by either party under this Master Contract without mutual agreement.

### INVOICE (28-3) (JUL 13) BPI 28.4.15.1)

- (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)**  
**(JUL 13)(BPI 28.4.16.1.1)**

(a) Payment.

- (1) Items accepted. Payment shall be made for items accepted by BPA that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt Payment. BPA 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.

- (A) 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 BPA to make payments through EFT. Receipt of payment information, including any changes, must be received by BPA 30 days prior to effective date of the change. BPA 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. BPA shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
- (B) 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.
- (C) Submission of EFT banking information to BPA: The Contractor shall submit EFT enrollment banking information directly to BPA Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the BPA 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](mailto: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 BPA has otherwise overpaid on a contract financing or invoice payment, the Contractor shall:
  - (A) 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 error, 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.



All redactions on this page are applied under 5 U.S.C. Sec. 552(b)(4), unless otherwise indicated.

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

(6) Interest.

(A) All amounts that become payable by the Contractor to BPA 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.

(B) BPA may issue a demand for payment to the Contractor upon finding that a debt is due under the contract.

(C) Final decision. 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 within 30 days;

(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.

(D) 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.

(E) 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.

(F) 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 BPA check 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.

**INSPECTION/ACCEPTANCE-FIRM FIXED PRICE (28-5.1)  
(JUL 13)(BPI 28.4.2.1)**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. BPA reserves the right to inspect or test any supplies or services that have been tendered for acceptance. BPA 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, BPA may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. BPA must exercise its post-acceptance rights:

1) within a reasonable time after the defect was discovered or should have been discovered; and

All redactions on this page are applied under 5 U.S.C. Sec. 552(b)(4), unless otherwise indicated.

2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

**CHANGES (28-6)**  
**(JUL 13)(BPI 28.4.5.1)**

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

**STOP WORK ORDER (28-7)**  
**(JUL 13)(BPI 28.4.19.1)**

- (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 BPA'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 BPA, 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 13)(BPI 28.4.6.1)**

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.

All redactions on this page are applied under 5 U.S.C. Sec. 552(b)(4), unless otherwise indicated.

**TERMINATION FOR CAUSE-FIRM FIXED PRICE (28-9.1)**  
**(JUL 13)(BPI 28.4.4.1.1.1)**

BPA 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 BPA, upon request, with adequate assurances of future performance. In the event of termination for cause, BPA shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to BPA for any and all rights and remedies provided by law. If it is determined that BPA 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)**  
**(JUL 13)(BPI 28.4.4.2.1)**

BPA reserves the right to terminate this contract, or any part hereof, 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 a percentage of the contract price reflecting a percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of BPA using its standard record keeping system, 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 BPA 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 13)(BPI 28.4.3.2.1)(BPI 17.3.7.1)(BPI 17.4.2.1)(BPI 17.2.10.1)**

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 13)(BPI 28.4.11.1)**

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

**DISPUTES (28-13)**  
**(JUL 13)(BPI 28.4.14.1)**

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)**  
**(JUL 13)(BPI 28.4.7.1)**

The Contractor shall indemnify BPA 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)**  
**(JUL 13)(BPI 28.4.9.1)**

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

**TAXES (28-17)**  
**(JUL 13)(BPI 28.4.10.1)**

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

**ASSIGNMENT (28-18)**  
**(JUL 13) (BPI 28.4.13.1)**

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 BPA purchase card), the Contractor may not assign its rights to receive payments under this contract.

**OTHER COMPLIANCES (28-19)**  
**(JUL 13)(BPI 28.4.17.1)**

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 (28-20)**  
**(OCT 14)(BPI 28.4.18.1)**

(a) The Contractor shall comply with the BPI clauses in this paragraph (a) that the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items:

- \_\_\_ (1) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions ([Clause 3-3](#))
- \_\_\_ (2) Contractor Policy to Ban Text Messaging While Driving ([Clause 3-4](#))
- \_\_\_ (3) Contractor Employee Whistleblower Rights ([Clause 3-10](#))
- \_\_\_ (4) Utilization of Supplier Diversity Program Categories ([Clause 8-3](#))
- \_\_\_ (5) Buy American-Supplies ([Clause 9-3](#))
- \_\_\_ (6) Restriction on Certain Foreign Purchases ([Clause 9-8](#))
- \_\_\_ (7) Equal Opportunity ([Clause 10-1](#))
- \_\_\_ (8) Affirmative Action for Workers with Disabilities (Clause 10-2)
- \_\_\_ (9) Notification of Employee Rights Under the NLRA ([Clause 10-6](#)), see attached text.
- \_\_\_ (10) Equal Opportunity for Veterans ([Clause 10-19](#))
- \_\_\_ (11) Employment Reports on Veterans ([Clause 10-20](#))
- \_\_\_ (12) Child Labor-Cooperation with Authorities and Remedies (Clause 10-24)
- \_\_\_ (13) Combating Trafficking in Persons (Clause 10-25)
- \_\_\_ (14) Subcontracting with Debarred or Suspended Entities ([Clause 11-7](#))
- \_\_\_ (15) Requirements for US Flag Vessel (Clause 14-16)

All redactions on this page are applied under 5 U.S.C. Sec. 552(b)(4), unless otherwise indicated.

(16) Sustainability:

Ozone Depleting Substances ([Clause 15-7](#))

Refrigeration Equipment ([Clause 15-8](#))

Energy Efficiency in Energy Consuming Products ([Clause 15-9](#))

Recovered Materials ([Clause 15-10](#))

Bio-Based Materials ([Clause 15-11](#))

(17) Acceleration of Payments to Small Business Contractors (Clause 22-21)

(b) The Contractor shall comply with the BPI clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial **services**:

(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 3-4](#))

(4) Contractor Employee Whistleblower Rights ([Clause 3-10](#))

(5) Utilization of Supplier Diversity Program Categories ([Clause 8-3](#))

(6) Equal Opportunity ([Clause 10-1](#))

(7) Affirmative Action for Workers with Disabilities (Clause 10-2)

(8) Service Contract Labor Standards ([Clause 10-3](#)), see attached text.

(9) Fair Labor Standards Act and Service Contract Act-Price Adjustment (Clause 10-4)

(10) Notification of Employee Rights Under the NLRA ([Clause 10-6](#)); see attached text.

(11) Employment Eligibility Verification ([Clause 10-18](#))

(12) Equal Opportunity for Veterans ([Clause 10-19](#))

(13) Employment Reports on Veterans ([Clause 10-20](#))

(14) Contract Work Hours and Safety Standards Act-Overtime Compensation (Clause 10-21)

(15) Combating Trafficking in Persons (Clause 10-25)

(16) Minimum Wage for Federal Contracts (Clause 10-28)

(17) Subcontracting with Debarred or Suspended Entities ([Clause 11-7](#))

(18) Sustainability:

All redactions on this page are applied under 5 U.S.C. Sec. 552(b)(4), unless otherwise indicated.

Ozone Depleting Substances ([Clause 15-7](#))

Refrigeration Equipment ([Clause 15-8](#))

Energy Efficiency in Energy Consuming Products ([Clause 15-9](#))

Recovered Materials ([Clause 15-10](#))

Bio-Based Materials ([Clause 15-11](#))

(19) Acceleration of Payments to Small Business Contractors (Clause 22-21)

(20) Nondisplacement of Qualified Workers ([Clause 23-5](#))

(c) Examination of Records.

(1) 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-

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 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 3 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.

(3) 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.

(d) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the BPA 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:

(A) Contractor Employee Whistleblower Rights ([Clause 3-10](#))

(B) Utilization of Supplier Diversity Program Categories ([Clause 8-3](#)), if the subcontract offers further subcontracting opportunities.

(C) Equal Opportunity ([Clause 10-1](#)),

(D) Affirmative Action for Workers with Disabilities (Clause 10-2)

(E) Service Contract Labor Standards ([Clause 10-3](#)).

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- (F) Notification of Employee Rights under the National Labor Relations Act ([Clause 10-6](#)).
- (G) Employment Eligibility Verification ([Clause 10-18](#)), unless subcontracting for commercial items.
- (H) Equal Opportunity for Veterans ([Clause 10-19](#))
- (I) Employment Reports on Veterans ([Clause 10-20](#))
- (J) Contract Work Hours and Safety Standards Act (Clause 10-21)
- (K) Child Labor-Cooperation with Authorities and Remedies (Clause 10-24)
- (L) Combating Trafficking in Persons (Clause 10-25)
- (M) Minimum Wage for Federal Contracts (Clause 10-28)
- (N) Subcontracting with Debarred or Suspended Entities ([Clause 11-7](#)), unless subcontracting for COTS items.
- (O) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (P) Nondisplacement of Qualified Workers ([Clause 23-5](#)).

(e) 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 13)(BPI 28.4.12.1)(BPI 17.3.1.1)**

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

- 1) The Schedule of Pricing and Statement of Work for the applicable Release.
- 2) The BPA clauses in this Master Agreement.
- 3) The Master Scope of Work
- 4) Other documents, exhibits, and attachments, including any license agreements for computer software.

**APPLICABLE LAW (28-22)**  
**(JUL 13)(BPI 28.4.20.1)**

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

**INTERNET PROTOCOL VERSION 6 (28-23)  
(JUL 13)(BPI 28.2.2.1)**

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

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

## **UNIT 2 – OTHER CLAUSES**

### **RESTRICTION ON COMMERCIAL ADVERTISING (3-9) (OCT 05) (BPI 3.8.1.1)**

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

### **LIMITATION ON TRAVEL COSTS (22-50) (SEP 10)**

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the Bonneville Purchasing Instructions. Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <http://www.gsa.gov/portal/category/21287>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

### **KEY PERSONNEL (23-2) (SEP 98)(BPI 23.1.6.1)**

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.

- Specific personnel may be identified for each release as applicable



**CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)**  
**(SEP 98)(BPI 14.3.2)**

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative for administrative matters, and Contracting Officer's Technical Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance, unless delegated field modification authority (see clause 24-25); (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of BPA; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

**HOMELAND SECURITY (14-17)**  
**(DEC12)(BPI 14.18.3)(BPI 17.4.1.1)**

- (a) If any portion of the Contractor's maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to BPA to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. BPA will notify the Contractor in writing whether or not it can allow an intangible export of BPA'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 BPA Critical Information. BPA will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify BPA's Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with BPA in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. BPA may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

**RIGHTS IN DATA—USE OF EXISTING WORK (17-4)**  
**(OCT 11)(BPI 17.5.4.1.1)**

- (a) Except as otherwise provided in this contract, the Contractor grants to BPA, and others acting on its behalf, a paid-up non-exclusive, irrevocable, worldwide license to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of BPA, for all the material or subject matter called for under this contract.
- (b) Contractor shall defend, at its expense, and hold BPA harmless from any claim or suit brought against BPA alleging that the Work Product furnished hereunder infringes a U.S. patent or copyright, violates trade secrets, rights of privacy, or any libelous or other unlawful matter contained in such Work Product, and shall pay all costs and damages finally awarded, provided Contractor is given prompt written notice of such claim and is given information, reasonable assistance, and sole authority to defend or settle the claim. In the defense of the claim, Contractor shall obtain for BPA the right to continue using the Work Product, replace or modify the Work Product to be noninfringing, or if such remedies are not reasonably available, grant BPA a refund for the work Product and accept its return.

**CONTRACTOR SAFETY AND HEALTH (15-12)**  
**(APR 14)(BPI 15.2.4.1)**

- 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).

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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 BPA.
- (c) The Contractor shall hold BPA 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 Technical Representative (COTR), 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 BPA 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 BPA Safety Official.
  - (2) The Contractor shall follow up each phone call notification with an email to [SafetyNotification@BPA.gov](mailto:SafetyNotification@BPA.gov) immediately for any fatality or within 24 hours for non-fatal events.
  - (3) The Contractor shall complete BPA form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COTR, 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 BPA Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COTR, 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 BPA 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) BPA 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 BPA 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. BPA may coordinate the response to a contractor worker's health and safety concerns with the State OSHA when necessary to facilitate resolution.
- (g) BPA employees may direct the contractor to stop a work activity due to safety and health concerns. The BPA 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 BPA 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 BPA employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a BPA Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when BPA 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, COTR or BPA Safety Office, the Contractor shall provide the total labor hours for a completed month to BPA no later than the 15<sup>th</sup> 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.

**SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BPA FACILITIES (23-4)  
(DEC 10)(BPI 23.3)**

- (a) The following definitions shall apply to this contract:
  - (1) "Access" means the ability to enter BPA facilities as a direct or indirect result of the work required under this contract.
  - (2) "Sensitive unclassified 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) BPA personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at BPA. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide BPA with information to determine an individual's initial eligibility or continued eligibility for access to BPA facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting BPA property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire for Non

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Sensitive Positions and submit it to BPA for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.

- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to BPA facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of BPA property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
- (1) Any behavior, activities, or associations 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, BPA shall notify the contractor, who will then inform the individual of the determination and the reasons therefore. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COTR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of BPA's information resources must participate annually in a BPA-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any BPA-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COTR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to BPA facilities and/ or computer systems.

**ACCESS TO BPA FACILITIES AND COMPUTER SYSTEMS (23-6)  
(JUL 15)(BPI 23.4.2)**

- (a) Contract workers with unescorted physical access to a BPA facility and/ or computer system shall follow the applicable procedures and requirements:
- (1) BPA Policy 434-1: Cyber Security Program

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(2) BPA Control Center document, Dittmer Control Center Access – Frequently Asked Questions.

(3) If unescorted access to energized facilities, BPA Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications

(4) Additional requirements and procedures may be included in the statement of work and the technical specifications.

(b) Notifying BPA of Contractor Personnel Changes:

(1) The Contractor shall notify BPA within four (4) hours when a worker with unescorted physical access to a BPA facility or computer system is re-assigned to non-BPA work, terminates their employment with the contractor, or is removed for cause.

(2) The Contractor shall send notification to BPA Security Services by email to [Revoke@bpa.gov](mailto:Revoke@bpa.gov) or call (503) 230-3779 to provide notification.

(3) The Contractor shall provide written notification to the COTR and the CO 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 BPA facilities or computer system access.

**INSURANCE (16-2)  
(APR 14)(BPI 16.3.3)**

(a) Before commencing work under this contract, the Contractor shall provide to the Contracting Officer certificates of insurance from the insurance company, or an authorized insurance agent, stating the required insurance has been obtained and is in force. The certificate(s) shall identify the Contractor and name BPA as the named insured as follows:

Bonneville Power Administration  
Attention: Contracting Officer – Winston B. Young

The certificate shall also identify the contract number(s) for which coverage is provided. Should any of the policies required by this clause be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

(b) Throughout the period of the contract the Contractor shall deliver a new certificate of insurance to the Contracting Officer prior to existing policy expiration, changes, and changes to insurance providers. The Contractor shall notify BPA immediately if at any time any one of Contractor's insurers issues a notice of cancellation for any reason. The Contractor shall provide proof of replacement insurance prior to the effective date of cancellation. A certificate of insurance shall be furnished to BPA confirming the issuance of such insurance prior to Contractor's continuation of access to the Site of work. If the Contractor's insurance does not cover the subcontractors involved in the work, the Contractor shall provide the Contracting Officer with certificates of insurance stating that the required insurance has been obtained by the subcontractors.

(c) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(d) The following minimum kinds and amounts of insurance are applicable in the performance of the work under this contract. All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(1) **Workers' compensation and employer's liability.** Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. Employer's liability coverage of at least \$1,000,000 shall be required. BPA may require Contractors who are individuals (whether incorporated or not) to carry workers' compensation to protect agency interests. The Contracting Officer shall advise the Contractor regarding specific requirements.

**All redactions on this page are applied under 5 U.S.C. Sec. 552(b)(4), unless otherwise indicated.**

- (2) **Commercial General liability.** The contractor shall provide commercial general liability (CGL) insurance of at least \$1,000,000 per occurrence. Any policy aggregate limits which apply shall be modified to apply to each location and project. The policy shall name BPA, its officials, officers, employees and agents, as additional insureds with respect to the contractor's performance of services under the contract. The contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of BPA. The Contractor's CGL policy shall be issued on an occurrence basis.
- (3) **Automobile liability.** The contractor shall provide automobile liability insurance covering the operation of all automobiles used in performing the contract. Policies shall provide limits of at least \$1,000,000 per accident and include coverage for all owned, non-owned and hired automobiles.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)  
(OCT 11)(BPI 17.6.2.1.1)**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to BPA. 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 BPA.
- (b) BPA 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. BPA shall give such Information at least such protection as BPA gives its own information and data of the same general type, but in no event less than reasonable protection. BPA shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. BPA shall not disclose the Contractor's Information to any person other than those of BPA'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). BPA 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 BPA itself is required to give such Information under this contract. BPA'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 BPA;
  - (2) has been made known to BPA by a third party in accordance with such third party's legal rights without any restriction on disclosure;
  - (3) was in the possession of BPA 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) BPA is required by law to disclose, or is subject to FOIA;
  - (5) has been independently developed by BPA from information not defined as "Information" in this contract;  
or
  - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).
- (c) BPA 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.

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**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)**  
**(SEP 98)(BPI 23.2)(BPI 17.4.1.1)**

The contractor shall hold BPA harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

**BANKRUPTCY (14-18)**  
**(OCT 05)(BPI 14.19.1)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the 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 BPA POLICIES (3-8)**  
**(OCT 13)(BPI 3.7.1.1)**

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

- (1) Harassment-free workplace ([BPA Personnel Letter 752-03](#)),
- (2) Non-smoking workplace (BPAM 165),
- (3) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on BPA Property or When in Duty Station (BPAM 400/792A),
- (4) Firearms and other weapons (BPAM 1086),
- (5) Standards of conduct regarding transmission information (BPI 3.2),
- (6) Dissemination of Critical Information (BPA Security Standards Manual, Chapter 300-2),
- (7) Cyber Security Program (BPAM 1115),
- (8) Grid Operations Information Security Program (GOISSP) Policy Manual
- (9) Business Use of BPA Technology Services (BPAM Chapter 1110),
- (10) Prohibition on soliciting or receiving donations for a political campaign while on federal property ([18 U.S.C. § 607](#)),
- (11) Guidance on Violence and Threatening Behavior in the Workplace ([BPA Personnel Letter 752-2](#)),
- (12) Inspection of persons, personal property and vehicles ([41 CFR § 102-74.370](#)),
- (13) Preservation of property ([41 CFR § 102-74.380](#)),
- (14) Compliance with Signs and Directions ([41 CFR § 102-74.385](#)),
- (15) Disturbances ([41 CFR § 102-74.390](#)),
- (16) Gambling Prohibited ([41 CFR § 102-74.395](#)),
- (17) Soliciting, Vending and Debt Collection Prohibited ([41 CFR § 102-74.410](#)),
- (18) Posting and Distributing Materials ([41 CFR § 102-74.415](#))
- (19) Photographs for News, Advertising or Commercial Purposes ([41 CFR § 102-74.420](#)), and
- (20) [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.

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)**  
**(OCT 14) ([BPI 10.1.7.3](#))**

(a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).

**All redactions on this page are applied under 5 U.S.C. Sec. 552(b)(4), unless otherwise indicated.**

- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**SUBCONTRACTS (14-7)  
(SEP 98)(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. BPA 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.

## **UNIT 3 – MASTER SCOPE OF WORK**

Mosaic451 was the subcontractor performing the work in BPA Contract 64601 and through this Master Contract, shall be the direct and sole party responsible for performance.

This Master Contract shall contractually support the continuation of CSOAC related services previously provided under BPA Contract 64601. In accordance with clause SCHEDULE OF PRICING (28-2), all requirements and services shall be detailed according to the Statement of Work for each Release and Schedule of Prices.

The general scope includes, but is not limited to:

- CSOAC operations managed staffing and related services
- Cyber Security operations consulting Services
- Cyber Security operations training Services



**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- 28 - RFQ - 86728		2. Amendment/Modification Number: M - 001	
3. Effective Date: 5/1/21	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Kim L. Oden, 503-230-4389, kloden@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.)**

<input type="checkbox"/>	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"/>	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): 28-6 CHANGES

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.)

1. This modification increases the scope of work of Contract No.86728 and adds funds to cover 2 added positions under this contract. The resource count changes from 21 to 23. Two additional positions identified as Reporting and Remediation Analyst (JBB) are now hereby made part of the Schedule of Prices incorporated as Line Item No. 0002. See detailed Line Item Price List in the Official File for role, description and fixed hourly rate. See conformed Sheet B for illustrated changes.

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

13. Company Name:

Mosaic451, 3838 North Central Ave, Suite 2050, Phoenix, AZ 85012

14a. Name, Phone and Title of Signer: Raymond K. Ramella (Chief Operating Officer/General Counsel) 602-758-1451		15a. Name of Contracting Officer: Josh Kulak	
14b. Contractor/Offeror (b) (6)	14c. Date Signed: May 3, 2021	15b. Signature of Contracting Officer By: _____ (Signature of Contracting Officer)	15c. Date Signed:
(Signature of person authorized to sign)			

**CONTINUATION SHEET (FORM 4220.51)**

1. This modification increases the scope of work of Contract No.86728 and adds funds to cover 2 added positions under this contract. The resource count changes from 21 to 23. Two additional positions identified as Reporting and Remediation Analyst (JBB) are now hereby made part of the Schedule of Prices incorporate as Line Item No. 0002. See detailed Line Item Price List in the Official File for role, description and fixed hourly rate.
2. Funds in the amount of [REDACTED] are added to the contract value under this modification, taking the Base Year amount from [REDACTED] to [REDACTED]. Services to commence on 5/1/21. Payout resulting from this managed staffing change continues on a monthly basis in the amount of [REDACTED]. See SOP for illustrated change. Total amount of Mosaic invoice to be submitted to Bonneville for the month to month service is [REDACTED].
3. The performance period end date of the contract remains the same.
4. All other specifications, terms and conditions remain the same.

**B. CONFORMED SCHEDULE OF ITEMS/CONTINUATION PAGE**

Line Item No.	Labor Classification/Title : Description	Quantity	Unit	Unit Price (Loaded)	Estimated Amount
<b>Contract Base Period 2/1/21 - 1/31/22</b>					
0001	IT Services, Non Personal : Full CSOAC Staffing and Performance as described in SOW Original Staff Count: 21 Positions Coverage Base Period 2/1/21 - 1/31/22 FFP	12	Monthly		
0002 (revised)	IT Services, Non Personal : Full CSOAC Staffing and Performance as described in SOW Increased Staff Count: 2 Positions Coverage Base Period 5/1/21 - 1/31/22 FFP	9	Monthly		
Total Cost of Base Year Line Item No. 0001-0002					
<b>Contract Option Period One 2/1/22 - 1/31/23 (Base Year Total plus 3.25% Markup)</b>					
1001	IT Services, Non Personal : Full CSOAC Staffing and Performance as described in SOW, Original Staff Count: 21 Positions FFP	12	Month		
<b>Contract Option Period Two 2/1/23 - 1/31/24 (Contract Option Period One Total plus 3.25% Markup)</b>					
1002	IT Services, Non Personal : Full CSOAC Staffing and Performance as described in SOW, Original Staff Count: 21 Positions FFP	12	Month		
<b>Contract Option Period Three 2/1/24 - 1/31/25 (Contract Option Period Two Total plus 3.25% Markup)</b>					
1003	IT Services, Non Personal : Full CSOAC Staffing and Performance as described in SOW, Original Staff Count: 21 Positions FFP	12	Month		
<b>Contract Option Period Four 2/1/25 - 1/31/26 (Contract Option Period Three Total plus 3.25% Markup)</b>					
1004	IT Services, Non Personal : Full CSOAC Staffing and Performance as described in SOW, Original Staff Count: 21 Positions FFP	12	Month		
				<b>TOTAL - Base Items</b>	
				<b>TOTAL - All Items</b>	

**C. SUBMISSION OF INVOICES & CONTACT INFORMATION**

1. Invoices should be sent electronically to:

[ancollier@bpa.gov](mailto:ancollier@bpa.gov)

2. Payment Terms:

Net 30

3. Bonneville Contact Information:

Bonneville Office:  
Attention:  
Contact Email:

905 NE 11th Ave.  
Alicia Collier, JBC  
[ancollier@bpa.gov](mailto:ancollier@bpa.gov)

4. Contractor Contact Information:

Company Name:  
Attention:  
Contact Email:

Mosaic 451  
Ray Ramella  
[Ray.Ramella@mosaic451.com](mailto:Ray.Ramella@mosaic451.com)

**D. CONFORMED DELIVERY INFORMATION**

Line Item No.	Period of Performance/ Delivery Date	Quantity	Unit	Delivery Terms	Ship To Address or Place of Performance
0001	2/1/21 -1/31/22 (21 positions)	12.00	Month	Block 11	905 NE 11th Ave Portland, OR 97232
0002 (revised)	5/1/21 - 1/31/22 (2 positions)	9	Month	Block 11	905 NE 11th Ave Portland, OR 97232
1001	2/1/22 - 1/31/23	12.00	Month	Block 11	905 NE 11th Ave Portland, OR 97232
2001	2/1/23 - 1/31/24	12.00	Month	Block 11	905 NE 11th Ave Portland, OR 97232
3001	2/1/24 - 1/31/25	12.00	Month	Block 11	905 NE 11th Ave Portland, OR 97232
4001	2/1/25 - 1/31/26	12.00	Month	Block 11	905 NE 11th Ave Portland, OR 97232

**Special Delivery Instructions:** 1) Contract Option Periods are subject to Bonneville's request and approval.

**E. CONFORMED INSPECTION AND ACCEPTANCE TERMS**

All line item(s) in Section B will be inspected and accepted by the COR at the address specified in Section C unless otherwise stated in the table below.

Line Item No.	Inspection At/Inspection By		Acceptance At/Acceptance By		Additional Info
0001	Government	Government	Government	Government	
0002 (revised)	Government	Government	Government	Government	
1001	Government	Government	Government	Government	
2001	Government	Government	Government	Government	
3001	Government	Government	Government	Government	
4001	Government	Government	Government	Government	

**F. CONFORMED ATTACHMENTS**

	<b>Description</b>
F1	Statement of Work - BPA SOW dated 11/10/20 v4.0
F2	Contract Clauses - 86728, DEPARTMENT OF ENERGY ACQUISITION REGULATION SECURITY SUPPLEMENTAL CONTRACT CLAUSES
F3	Wage Determination - N/A
F4	Additional Attachments - Price List incorporated by reference
F5	Solicitation Provisions - N/A

Bonneville Power Administration

# STATEMENT OF WORK

## Cyber Security Managed Security Services Provider (MSSP)

11/10/2020 v4.0



# STATEMENT OF WORK

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## PART 1 – GENERAL

### 1.1 About BPA

The Bonneville Power Administration (BPA) is a federal agency headquartered in Portland, Oregon that markets wholesale electricity to the Pacific Northwest's public and private utilities and to some large industries. BPA provides about half the electricity used in the Northwest and operates over three-fourths of the region's high-voltage transmission.

While BPA is part of the Department of Energy, it is not tax-supported through government appropriations. Instead, BPA recovers all of its costs through sales of electricity and transmission and repays the U.S. Treasury in full with interest for any money it borrows. Because BPA markets energy and transmission at cost, BPA has traditionally provided some of the lowest cost electricity in the nation. This low-cost power has been a cornerstone of the Northwest economy, stimulating growth and new jobs. BPA also funds measures to protect and enhance fish and wildlife populations affected by hydropower development. In addition, the agency provides a number of public benefits including incentives for energy conservation programs and research and development of renewable resources and promising technologies, such as fuel cells. BPA also works with other federal agencies to coordinate operations of the Federal Columbia River Power System to ensure maximum efficiency in the system and minimum environmental impacts.

BPA's service territory covers all of Washington, Oregon, Idaho, and western Montana, as well as small contiguous portions of California, Nevada, Utah, Wyoming and eastern Montana. BPA has approximately 3,000 employees, located primarily in the states of Oregon and Washington. More information can be found at <http://www.bpa.gov>.

### 1.2 Goal of the Contract

The goal of this contract is provide a Managed Security Services (MSS) solution for BPA's Cyber Security organization. The Office of Cyber Security provides IT governance and information assurance through the BPA Cyber Security Program, which supports the security of BPA cyber resources and networks, and compliance with applicable federal laws, regulations, Department of Energy directives, and BPA policies. The Office of Cyber Security develops, implements, maintains and enforces BPA cyber security policies and standards. The Office of Cyber Security also develops and manages BPA programs to address information systems security assessment and accreditation, risk assessment, external reporting and liaising, continuous monitoring, security awareness and training, Critical Infrastructure Protection coordination, and incident management and investigations.

The Managed Security Services Provider (MSSP) will provide services for BPA's Cyber Security Operations Analysis Center (CSOAC), Cyber Security Operations Consulting Services and Cyber Security Operations Training Services.

The CSOAC's objective is monitoring, analyzing, preventing, mitigating and resolving cyber security threats, vulnerabilities and attacks on the BPA networks. The team supporting BPA will also be expected to maintain the existing Operations Manual, documenting specific BPA-processes and industry best practices in support of CSOAC's tasking.

The other non-CSOAC Mosaic employees are expected to create and/or maintain process and procedural documentation for their respective positions. This documentation will be at the direction of the manager for the organization the Mosaic employee is assigned to, with the COR included in the direction.

The Cyber Security Operations Consulting Services to include cyber security services in the areas of forensics, system and infrastructure assessments, remediation and reporting as well as programmatic support services.

The Office of Cyber Security requires all MSSP Personnel to obtain and maintain a Department of Energy (DOE) "L" security clearance.

### 1.3 Definitions

BPA – Bonneville Power Administration  
CO – Contracting Officer  
COR – Contracting Officer's Representative  
CSOAC – Cyber Security Operations Analysis Center  
KPI - Key Performance Indicators  
MSS – Managed Security Services  
MSSP – Managed Security Services Provider  
SOW – Statement of Work  
SIEM – Security Information Event Management  
SPLUNK – BPA's SIEM tool

### 1.4 Location of Project

Services will be provided as a combination of remote and on-site work. The on-site work will be located primarily at 905 NE 11<sup>th</sup> Street, Portland, OR 97232 and Vancouver locations, including but not limited to: the Ross Complex and One Park Place 7600 NE 41<sup>st</sup> Street, Vancouver, WA 98662. There may be travel required to BPA facilities located in Washington, Oregon, and Idaho.

### 1.5 BPA-Furnished Property and Services

BPA will provide the Managed Staffing Solution Provider (MSSP) with office working conditions to meet tasking objectives, for example: desks, computers and monitors, network access and access to tools (e.g. Splunk).

The following will apply:

- BPA thin client, laptop, desktop or appropriate hardware and software.
- myPC Access and PIV card reader clamshell or remote access RSA token.
- The anticipated length of the contract will determine the time the BPA hardware equipment is in possession of the MSSP personnel.
- The thin client, laptop or desktop will have BPA approved software assigned to individual account; security controls pursuant to Federal Information Security Management Act (FISMA) will be installed on the laptop.
- Non-BPA devices, peripherals, mobile devices, storage devices, etc., are not allowed to be connected, installed or used on the BPA network.

### 1.6 Information Protection

The data that will be provided to the vendor or the vendor is collecting on BPA's behalf, has a rating of **high** under the FIPS 199 Standards for Security Categorization of Federal Information and Information Systems.

As long as the vendor's employees only uses BPA computer systems in support of this work, no additional requirements are set for the vendor to achieve.

However, if the contract employees or the vendor as whole instantiates BPA information into the vendor's corporate logical or physical environment, the vendor will be responsible for the ensuring BPA's information is adequately protected.

Please see below for the level of protection and demonstration of proof that would be required:

The data is rated as a moderate. A **high** designation requires the vendor to provide protection of BPA data using the security controls as outlined in NIST 800-53rev4 or the ISO27001:2005/2013 security controls. This protection must be verified through an independent 3rd party audit against NIST 800-53rev4 or the ISO27001:2005/2013 security controls. The 3rd party audit must be completed yearly.

The vendor will be required to provide BPA with a date that they expect to have the audit performed and when BPA will receive the final report of the results of the audit. BPA will reserve the right to negotiate the timelines in the interest of protecting sensitive information.

All BPA information is expected to be shared with the MSSP on BPA premises and utilizing BPA information network(s). No BPA information is expected to be transmitted, stored or retained by the MSSP within their information networks. If BPA information becomes instantiated into the MSSP's information network, the need for additional security controls on the MSSP's networks will need to be addressed through the contract vehicle.

## 1.7 Badging

BPA facilities are secure and require a U.S. Government-issued badge for entry. Contractor resources involved with this project will be required to pass a background check before receiving their access badge.

- A. Description: Background Check & ID Badge (Required to start work) Timeframe: Within six (6) weeks after request (except in cases as noted below)
- B. Description: Remote System Access token or USB clamshell card reader Timeframe: Within two (2) weeks after request

## 1.8 Foreign Nationals

BPA is required to provide clearance for any Foreign National through the Personnel Security Office. This process, depending on the country of citizenship, can take up to 12 months or may be denied. Due to the time constraints of the project, it is in BPA's best interest that the technical team be comprised of U.S. citizens. The Contractor will notify BPA prior to the execution of the project of any Foreign Nationals working on the project. Foreign Nationals visiting any BPA location are required to submit copies of a visa, Resume, and if necessary other supporting documentation. If Foreign Nationals are working on BPA projects remotely, the Contractor shall report this information within 60 days of the project start date.

## 1.9 Staffing Expectations

The Managed Security Services Provider (MSSP) is expected to on-board their staff, provide sustained staffing to meet the needs of the CSOAC and cyber security operations services.

The MSSP should provide expert, real-time capabilities to correlate events and alerts from BPA source networks, as well as several preferred, external intelligence sites, in the pursuit of identifying, preventing and/or mitigating cyber-attacks on the BPA network. The MSSP should leverage Splunk's capabilities and their own experience to deliver incident tracking and reporting best-practice capabilities to a variety of stakeholders within the Agency. The MSSP should provide experienced Analysts, with increasing preference towards Federal, Energy and D.O.E. experience as well as generic SIEM, Splunk and Splunk with ESS experience.

CSOAC needs to have an 'Operations Manual' created and maintained by the MSSP, capturing the practices and responses both in place today and yet-to-be created for operating and managing a CSOAC.

The other cyber security operations services should also maintain processes and procedures for their areas.

The MSSP should also provide an on-site Splunk software 'expert' to help in the maintenance of the Splunk system and the future on-boarding of additional applications, remote sites and security zones. The provider will be expected to handle all personnel management tasks of the Analysts, Leads and Operators who support CSOAC under this contract.

## 2.0 BPA Required Training for Badged Contractors

BPA shall furnish a PIV card reader clamshell or RSA token and access to the BPA information network for the consultant. Access will be completed through the MyPC environment. No BPA information that should come under the vendor or subcontractor's control subject to FISMA controls may be taken offsite from BPA as a part of this contract and **no** electronic storage devices may be brought on BPA premises.

This interface requires multiple authentications that include the PIV card reader clamshell or RSA token, account and password. BPA will provide all necessary network accounts for remote access to be used in the ongoing support described in the scope of services.

The following shall apply:

- a) The Contractor personnel handling the information shall be issued a PIV card reader clamshell or RSA token, which shall be requested and managed by the COR.
- b) The COR and Contractor shall be responsible for coordinating account activation and permissions to shared folders on the BPA network.
- c) All information associated with the work performed under this contract shall be maintained in the BPA network environment. No BPA information shall be allowed to be transmitted, stored, and created, etc., on the Contractor's personal devices.
- d) The Contractor shall abide by Bonneville Power Administration Manual 1110 (BPAM 1110) Business use of BPA Information Technology Services Policy whenever using BPA equipment BPAM 1110 is available by request or at the following internal site, <http://internal.bpa.gov/Policy/Pages/BPAManual.aspx>. Failure to abide by these rules may result in termination of access, permission, the contract and possible legal action by BPA.
- e) The Contractor personnel shall be required to take information security training to qualify for using the BPA-provided PIV card reader clamshell or RSA Token and BPA network access. Arrangements shall be made for taking the courses online by accessing the following internal site (<http://internal.bpa.gov/EmployeeCenter/Training/Pages/RequiredTraining.aspx>), or through printed copies of the training materials.
- f) The following will need to be completed on an annual basis (this list is subject to change):
  - BPA Course 010964—Cyber Security/NERC CIP
  - BPA Course 004217—Annual Security Refresher
  - BPA Course 011556—Information Protection ALL BPA
  - BPA Course 011595—Information Protection AdvUser
  - BPA Course 011957—Information Governance Lifecycle Management (IGLM)
- g) The COR and consultant are responsible for tracking completed training and ensuring completion.
- h) Upon completion of the contract, the COR shall be responsible for suspending account access of the consultant to BPA networks. The Contractor personnel shall mail the RSA Token to the following address or return it to the COR if onsite:

Bonneville Power Administration  
ATTN: COR (\*\*\*\*\*  
P.O. Box 3621  
Portland, OR 97208-3621

- i) The Contractor personnel shall be responsible for the safe-keeping of the BPA issued PIV card reader clamshell or RSA Token at all times. If the RSA Token is lost or compromised, the Contractor personnel shall immediately contact the COR.
- j) The Contractor personnel shall only utilize the PIV card reader clamshell or RSA token when conducting work directly related to the Statement of Work. Any other work is unauthorized.

## 2.1. Vendor-Furnished Property or Service

### A. General:

The MSSP shall provide all services and property necessary in support of assignments under this agreement except those services and/or property specifically identified in section A.4 above. Specifically, the supplier will provide qualified personnel in the general job classifications listed in the introduction.

### B. Mandatory IT MSSP Personnel Training:

The MSSP, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services. At its discretion, BPA may request that the supplier send its worker to training or a conference to improve the service provided to BPA.

### C. Professional Licenses and Certifications:

MSSP shall ensure that all MSSP Personnel have and keep any relevant/required licenses and certifications current. MSSP is wholly responsible for covering the expenses associated with maintaining any such licenses and certifications.

### D. Security Clearance:

- a) **Drug Tests:** Prior to BPA submitting an employee for an L Clearance, the MSSP will be required to pay for and submit the results of an employee's initial drug test to BPA's Personnel Security Office based on BPA's Human Resources and Personnel Security requirements. The MSSP will also be responsible to cover any future drug testing costs related to the L Clearance.
- b) **L Clearance:** MSSP employees are required to obtain and maintain a Department of Energy (DOE) "L" security clearance. If an employee is submitted for a clearance, but fails to work on the BPA contract less than one year from the date of the initial clearance paperwork submission, then the MSSP will reimburse BPA for the costs incurred.

## 1.9 Work Inspection and Acceptance

The following are means by which to evaluate the performance of the MSSP while under contract:

- Adherence to requirements, as outlined in the SOW.

- Quality of deliverables and resources as compared to the descriptions provided within the vendor proposal; monthly meetings and reporting to BPA Cyber Security staff regarding performance.
- Ability to properly staff by way of regularly meeting the agreed upon staffing model (i.e.: on-time performance of staffers, full-shift coverage by number and role)
- Monthly meetings and reporting to BPA regarding performance.

## 1.10 MSSP Personnel Evaluations

### A. Performance:

All issues regarding performance will be addressed between the COR and/or CO and the MSSP. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of MSSP Personnel. The MSSP is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.

### B. Work Product:

In the event that BPA is dissatisfied with the results or work product achieved by particular MSSP Personnel, the COR and/or CO and the supplier representative will meet and review the issue. The functional or organizational manager and/or BPA Team Lead in whose organization MSSP Personnel performs their work may also be present.

### C. Remedy:

The MSSP must remedy the unsatisfactory service. Such remedy may include the following: (1) removal (release) of worker from contract performance; (2) re-performance of work deemed unsatisfactory or (3) other actions that may be mutually agreed upon between BPA and the Supplier.

## 1.11 MSSP Personnel Resignation or Termination Notification

Per NERC CIP v5 the MSSP shall notify the COR verbally, no more than four (4) hours after MSSP Personnel provides official notice of resignation or if the MSSP terminates personnel without BPA's prior knowledge. This action will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of MSSP Personnel, the Supplier shall coordinate with the COR to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations.

The Supplier shall ensure the return of all BPA property (laptops, RSA Tokens, etc.) and badges.

## 1.12 MSSP On-Site Representative

The MSSP shall provide representative(s) responsible for managing the MSSP's employees while on-site at BPA. The number of representatives will be determined in conjunction with the COR. MSSP representative(s) will meet with the COR and/or the CO with regard to all on-site issues as they pertain to the MSSP.

The COR or CO must be notified of all issues relating to MSSP employees.

The supplier representative will have full authority to act for the Supplier on all matters relating to daily management of their employees as required by this SOW.

The supplier representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the supplier representative shall be available after hours for extraordinary situations such as a MSSP Personnel's release. The supplier representative shall be responsible for ensuring that the COR is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.

Supplier representatives shall provide their employees with payroll and personnel support, and manage performance of supplier employees.

## **PART 2 – TECHNICAL APPROACH/TASKS**

### **2.1 General Requirements**

The objective of this contract is to obtain a managed staffing solution for BPA's Cyber Security Operations Analysis Center (CSOAC), Cyber Security Operations Consulting Services. The managed staffing solution will scope the human capital requirements in terms of both number and experience, as well as provide for and sustain the agreed upon staffing levels throughout the life of the contract.

The MSSP will staff and manage the positions necessary to support the CSOAC, system and infrastructure assessments, forensics, remediation and reporting, and program support for the following areas:

1. CSOAC Staff (24x7 Team)
2. Cyber Security Splunk Software Expert Services
3. Cyber Security Control Assessor Services
4. Cyber Security Program Support for Assessment Services
5. Cyber Security Forensics Services
6. Cyber Security Program Support for Forensics Services
7. Cyber Security Reporting and Remediation Service
8. Cyber Security Program Support for Reporting and Remediation Services

The MSSP will scope the human capital requirements in terms of both number and experience, as well as provide for and sustain the agreed upon staffing levels throughout the life of the contract. The MSSP is also expected to deliver and maintain an Operations Manual documenting specific BPA-processes and industry best practices.

The MSS must have experience with the Department of Energy (DOE) Joint Cybersecurity Coordination Center (JC3) and National Nuclear Security Administration (NNSA) Information Assurance Response Center (IARC) as well as management and monitoring experience with other utilities. The MSS must have experience in obtaining or have a DOE (or other government) site clearance.

BPA recognizes 10 holidays annually: New Year's Day, Martin Luther King Jr's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day. The MSSP is also expected to recognize the BPA holidays and staff the CSOAC as appropriate as it is a 24x7 operation.

### **2.2 Specific Service and Staffing Requirements**

#### **1. CSOAC**

The CSOAC staff includes a manager, security analysts, and operations team members.

A centralized location has been constructed and furnished to house a team of CSOAC Analysts, who provide analysis, response and mitigation coverage around the clock – 24 hours a day, 7 days a week, and 365 days of the year.

The CSOAC is responsible for protecting networks, as well as web sites, applications, databases, servers and data centers, and other critical assets. The CSOAC will escalate to BPA's security team for the Senior/Lead Analyst role for the purpose of advanced, technical issues related to cyber threats or incident(s) during the standard business day.



#### A. CSOAC Manager:

This role is primarily a people asset Leader to support of the Technical Security operations team. This person will be working with the Cyber Analyst and Security operations development teammates on a day-to-day basis to meet the objectives of mission.

##### Responsibilities:

- Perform CSOAC high level reporting daily as to incident review, case opens, case closes and outstanding persistent threat.
- Advise, lead and adjust manpower to persistent high level threat as appropriate in 24 watch windows.
- Maintain clear operating budget in salary, travel, software and hardware expenses. Maintain capital planning with BPA leadership team to meet contract award objectives.
- Maintain and publish quarterly report on the health and development of infrastructure operations for core SIEM data models, data source types, storage and performance of hardware and software components of Forwarders, Indexers, Search Heads and Deployment Servers with Enterprise Security application.
- Responsible to insure the ongoing advancement of the 4 data sources -Log Data, Binary Data (Flow and PCAP), Context Data and Threat Intelligence Feeds into Splunk SIEM.
- Review of CSOAC operation Run Book monthly, to insure artifacts for change management are captured for maintenance windows.
- Review of Data Source type reports, and Test Bench in Security Operations.
- Lead and manage any case investigations that result in the consulting of federal authorities and nation state attacks.
- Manage and lead Cyber Analyst team for Security and Network infrastructure request's such as privileged access, Filter Change Rules, Access Control Lists, IP Space request, Patch Management, VA Scanners, Digital Certificates, SSL tear down, IDS/IPS Change rules, and Malware incident response across the BPA organization through integration of change management workflow with BPA ticket system to meet needs of CSOAC.

#### B. Cyber Security – Lead Analyst;

This position will work with a cross functional team of engineers and technologists to develop advanced analytical frameworks, tools and research methodologies in order to analyze emerging cyber threats which could pose a risk to BPA. The position will be responsible for analyzing the political, economic, social, and behavioral aspects of malicious cyber activity. Research will include the identification and analysis of security incidents using open source and internal sources to assess severity and identify responsible parties.

##### Responsibilities:

- Intelligence Monitoring and Analysis: mining existing threat research and external open sources for indicators of information security threats and analyzing such threats to provide actionable intelligence to appropriate BPA business stakeholders. This includes assessments of broad categories of cyber threats, and will also demand detailed investigations into the identities and activities of specific malicious actors. Responsible to insure the ongoing advancement of the 4 data sources of Log Data, Binary Data (Flow and PCAP), Context Data and Threat Intelligence Feeds into Splunk SIEM.
- Perform daily review of open source / unclassified and classified sources of cyber threat warnings, vulnerability announcements, from the DoD Information Assurance Vulnerability Management program, National Institute of Standards and Technology (NIST) National Vulnerability Database (NVD), SANS Institute and Internet Storm Center, security vendor

advisories, and other cyber security new media sources for information that may impact operations.

- Perform analysis and identify threats, vulnerabilities, or change to the level of risk associated with continued operations. Assess the level of threat associated with the circumstances and provide reporting to BPA senior leadership. Reporting shall include specific information and sources used in the analysis, summary information, threat content, and recommendations for managing, mitigating, or avoiding the risk associated with the threat.
- Lead development and refinement of threat indicator widgets for Cyber Security Senior Analyst and Cyber Analyst use in SIEM Dashboard. Work with security operations team members for help in any data source type integration for new Threat Widgets for SIEM dashboards and coordination with Cyber Operations development team.
- Coordinate and de-conflict threat analysis activities and reporting with existing CIRT and Vulnerability management program infrastructure.
- Maintain ongoing security operations run book for people, process and technology review.
- Briefing and Decision support: Provide specialist advice or interpretation of data via written reports, graphical representation of data-analysis, and presentations to give short-term and longer term trend assessments to help operational managers and teams establish future priorities. Work daily with Cyber Security Analyst team and Security operations Manager.

#### C. Cyber Security – Senior Analyst

The Cyber Security Senior Analyst is a key member of an enterprise-level team of security and compliance experts. This person is responsible for protection of the corporate infrastructure from infiltration or exfiltration as a part of the Cyber Security Operations and Analysis Center (CSOAC).

##### Responsibilities:

- Perform systems and network analysis of intrusions to the network infrastructure, applications, operating systems, firewalls, proxy devices, malware detection and more in a fast-paced environment using the SIEM tool.
- Responsible to insure the ongoing advancement of the 4 data sources of Log Data, Binary Data (Flow and PCAP), Context Data and Threat Intelligence Feeds into SIEM.
- Perform in-depth network security analysis and work with the CSOAC analyst team conducting preliminary incident response, event analysis and threat intelligence.
- Monitor information security alerts through the use of SEIM to respond, triage, and escalate as needed. Alerts include logs from firewalls, IDS, OS, Antivirus, web application firewalls, and web servers.
- Perform continual monitoring of the environment to an effort to locate and remediate unauthorized activity.
- Perform vulnerability scanning of the environment and analyze the results to assess risk to the organization and prioritize remediation efforts.
- Review security events that are detrimental to the overall security posture; analyze and detect sophisticated and nuanced attacks, discern false positives and provide results to management.
- Provide both strategic analysis and near real-time auditing, investigating, reporting, remediation, coordinating and tracking of security-related activities for customer. Investigate threats across data types across time, host or identity.
- Implement security device changes (firewalls, VPN,WAF, IDS/IPS, HIPS) that are within process change management workflow procedures.
- Analyze data and prepare reports that document vulnerabilities from network based attacks and recommends actions to prevent, repair or mitigate these vulnerabilities.

- Process intelligence from various information security sources and integrate with protection devices.
- Perform correlation of events from network, enterprise and host sensors into saved search for Cyber Analyst team to use.
- Perform advanced forensic case investigation of Binary data -PCAP, Flow data to appropriately identify threat details of notable events in Incident review SIEM ticket system.
- Make recommendations for threat indicator widgets for use in SIEM dashboard.
- Maintain ongoing security operations run book for people, process and technology review.

#### D. Cyber Security – Analyst

The Cyber Security Analyst is a key member of an enterprise-level team of security and compliance experts. This person is responsible for protection of the corporate infrastructure from infiltration or exfiltration.

##### Responsibilities:

- Perform systems and network analysis of intrusions to the network infrastructure, applications, operating systems, firewalls, proxy devices, malware detection and more in a fast-paced environment using the SIEM tool.
- Perform in-depth network security analysis and work with the CSOAC analyst team conducting preliminary incident response, event analysis and threat intelligence.
- Investigate threats across data types across time, host or identity and open up incident review cases on notable events.
- Monitor information security alerts through the use of SIEM to respond, triage, and escalate as needed. Alerts include logs from firewalls, IDS, OS, Antivirus, web application firewalls, and web servers. Capture notable events within the SIEM tool, for replay of saved search library and forensics investigation.
- Perform continual monitoring of the environment to an effort to locate and remediate unauthorized activity.
- Perform vulnerability scanning of the environment and analyze the results to assess risk to the organization and prioritize remediation efforts.
- Review security events that are detrimental to the overall security posture; analyze and detect sophisticated and nuanced attacks, discern false positives and provide results to management.
- Provide both strategic analysis and near real-time auditing, investigating, reporting, and remediation, for coordinating tracking of security-related activities for incident in SIEM.
- Make recommendations for threat indicator widgets for use in SIEM dashboard.
- Maintain ongoing security operations run book for people, process and technology review.

##### Example Baseline CSOAC Staffing Model:

Note: BPA REQUIREMENT: BPA will require a minimum of 2 analysts per shift.

Shift	Hours	Week Day	Hours Worked	Positions
S1	06:00-16:30	(T1) Sunday – Wednesday (T2) Wednesday - Saturday	40	(1.5) Analyst (0.5) Senior Analyst
S2	12:00 – 22:30	(T1) Sunday – Wednesday (T2) Wednesday - Saturday	40	(1) Analyst (1) Senior Analyst
S3	22:00 – 08:30	(T1) Sunday – Wednesday (T2) Wednesday – Saturday	40	(2) Analyst

Overlapping shifts and days allow time for shift turnover, meetings, and training time. The CSOAC manager typically works a standard full-time shift of 40-hours per week, Monday – Friday. The operations team members also typically work a standard 5-day workweek. These shifts to be customized per BPA requirements and as events warrant.

SAMPLE Onsite Staffing Model:

1. One (1) CSOAC Manager
2. Three (3) Cyber Security – Senior Analyst
3. Nine (9) Cyber Security – Analyst
4. One (1) Splunk Expert Consultant

## E. CSOAC Operations Manual

An operations team performs defined work. Work is defined in the operations manual. The operations manual is a living document that will be updated as necessary by the CSOAC team.

Major areas of focus will include:

### Capabilities

The operations manual will cover, at a minimum, the following capabilities:

- 24x7x365 real-time cyber-security monitoring, analysis

Real-time monitoring of critical systems, apply intelligence, aggregate, prioritize, target, communicate and escalate

- Extended monitoring of suspicious or “interesting” activity
- Perform in-depth analysis and Splunk-powered event correlation
- Perform long-term trending and threat analysis
- Clearly define escalation paths to BPA security resources filling Senior and Lead Analyst roles
- SIEM and Analysis tool administration
  - Routine maintenance and operations
    - Performance monitoring
    - Monitor functional operations of all components
  - Continuous development of new threat signatures, correlation rules, and automated detections, and on-going tuning of the existing signatures and rules, based on the BPA threat environment, the threat environment at-large, and intelligence from third part sources
  - Data tuning based on the changing BPA IT environment, and the threat environment
  - On-going development and refinement of custom displays, dashboards, and reports
- Provide Escalation, Notification, and Mitigation
  - Escalate security issues to BPA Senior and Lead Analysts
- Take point in execution of Incident Management processes
  - Develop solutions for confirmed event compromise with BPA security team
  - Coordinate, advise, and assist other departments with incident cleanup
  - Provide notifications and updates to appropriate entities during incidents
  - Provide the appropriate escalations during incidents based on incident procedures
- Work with BPA staff to create Key Performance Indicators (KPI) for CSOAC functionality and staff.
  - Definition, measurement and reporting on CSOAC KPI
- Reporting
- Ad-hoc and periodic reporting
  - CSOAC Performance Metrics

- Average Time to Identify
- Average Time to Solution
- Average Time to Mitigation
- Workload Metrics
  - Events Investigated
  - Events Escalated
  - Tickets opened/closed
- Provide risk-related data reporting and assessment of security posture and anomalies (Situational Awareness)
  - Type of threats encountered
  - Frequency of threats
  - Sources of threats
  - Effectiveness of Security Controls
  - Provide KPI / KPO reporting and metrics

- External Coordination

It is vital for a well-functioning security organization to be tuned into the current threat environment. This means being aware of current attack trends, new types of attacks, current targets and objectives, and the players behind the attacks. Therefore one responsibility of the CSOAC is to monitor and/or interact with other related organizations at the local, regional, and national level. Participating in, and developing relationships, with other cyber security groups, Computer Emergency Response Teams (CERTs), SOCs, and law enforcement agencies would not only keep the CSOAC well informed, but also provide a great deal of actionable information (intelligence) usable by the CSOAC.

- CSOAC Development
  - On-going training for CSOAC staff
  - Documentation and maintenance of CSOAC and Incident Response processes and procedures
  - Readiness training such as tabletop exercises, and red and blue team testing
- Provide Cyber-Security Expertise
  - Provide guidance to BPA IT division and BPA at-large
  - Represent CSOAC in IT architecture and implementation projects
- Manage Cyber-Security compliance with FERC and its mandatory CIP standards, including Establishing polices, plans and procedures to safeguard physical and electronic access to control systems
  - CIP compliance training for personnel
  - Custom reporting security incidents
  - Maintaining preparedness for recovering from a cyber incident
  - Assist, when possible, BPA security architects for CIPv3 and v4 implementation at BPA assets
  - Engineering work outside of the CSOAC and the process work associated with CIPv3 and v4 documentation and certification would require additional assets
- Support NERC audits and inquiries
- At BPA's election, either integrate to existing BPA ticketing system procedures or establish an independent system run by the CSOAC
  - Integrate into existing BPA change control procedures.
- Leverage existing BPA security technology and tools

- May include read-only access to existing BPA assets including, but not limited to: Firewalls, Host- and network-IPS/IDS systems, Routers, Load balancers, Proxies, Vulnerability scanners, Network taps, and Web application firewalls.
- Manage ongoing risk assessment to CIP standards, including
  - Identification of noncompliant systems, broken processes and potential or unresolved violations
  - SIEM tuning, automation and maintenance
- Initial security and network discovery for BPA
  - The first deliverable from the senior members of the BPA CSOAC team will be to perform a security and network discovery for BPA assets.

## 2. Security Control Assessor Services:

The Security Control Assessor serves as a hands-on auditor who performs non-intrusive penetration testing and testing of IT security controls in support of the BPA IT Risk Management program, under the BPA Office of Cyber Assessment & Verification.

Provide technical input, recommendations and assistance with the implementation of both higher and granular-level cyber security approaches, methods and solutions that incorporate and maintain compliance to requirements resulting from laws, regulations, or Presidential directives. Develop / draft and recommend BPA management-approved testing plans; report results and recommendations.

In collaboration with the BPA manager and per established procedures, provide security incident handling, response and follow-up, including accurate, comprehensive applicable documentation.

Perform detailed and comprehensive security event and intrusion analysis. Track and report all security authorization activities as part of the implementation of federal information security management act (FISMA). Collect metrics on control testing activities; verify processes are clearly documented for all control assessors to follow.

Assist BPA management in drafting processes to implement, upgrade or monitor security measures for the protection of computer networks and information. With oversight and approval from the BPA manager, perform risk assessments and execute tests of data processing system to confirm functioning of data processing activities and security measures. Using BPA established guidelines and standards confer with users to discuss issues such as computer data access needs, security violations, and programming changes. Validate and document appropriate security controls are in place that will safeguard digital files and vital electronic infrastructure.

Assist BPA management in developing plans to safeguard computer files against accidental or unauthorized modification, destruction, or disclosure and to meet emergency data processing needs.

As requested by the BPA manager, train users and promote security awareness to verify system security and to improve server and network efficiency. Coordinate implementation of BPA management-approved computer system plans with establishment personnel and outside vendors.

Keep abreast of current and new security technologies and threats.

Identify the need or potential opportunity for changes based on new security technologies and threats; present recommendations and supportive data for consideration.

## 3. Cyber Security Program Support for Assessment Services

Provide support for monitoring and tracking agency executed contracts to verify compliance with the Federal Information Security Management Act (FISMA) and record in the appropriate Cyber Security database, with work product reviewed and accepted by BFTE. Provide recommendations for

quality/cost/time standards, and assist BPA federal staff in developing, organizing, monitoring and refining Cyber Security invoicing processes. Provide support for monitoring, tracking and recording FISMA compliance of agency contractual agreements for external procurements between BPA and outside vendors. Provide guidance and support on the requirements of Interconnection Security Agreements (ISA) between federal to federal and federal to commercial interconnected systems.

Maintain and report on organization metrics, including measurement and analysis of data for reporting.

Facilitate data analysis and document findings, including market/availability analysis and procurement documentation research/analysis to validate compliance with contract, to be reviewed and accepted by BFTE.

Review client and industry initiatives to verify Cyber Security training requirements. Assist other team members with the preparation and distribution of required cyber security training materials. Continuously monitor the current methodologies and provide recommendations for opportunities to improve. Work with the training department to track completions. Assist other team members with BPA's agency wide anti-phishing program. Provide support and monitor, track and plan phishing campaigns. Provide research support on real world phishing attacks and types of malware used. Assist with strategy planning to help the organization achieve targeted reduction numbers.

Plan and organize BPA's involvement in National Cyber Security Awareness Month during October. Serve as the point of contact between Public Affairs, Cyber Security, Facilities and outside speakers. Coordinate and execute activities, employee outreach, and agency wide communication.

Maintain tracking for Authority to Operate (ATO) and Risk Determination (RD). Update Workload tracking sheet. Monitor group email inbox and perform initial triage. Monitor group ticketing system (CRM) and perform initial triage. Review Technology Resource Requests (TRR) for potential cybersecurity impacts. Escalate as necessary. Monitor and maintain the assessment and authorization workflow and status tracking that support the security authorization process for the Cyber Security group. With oversight and approval from the BPA manager, develop the Project Management Office Integrated Handbook outlining how to perform the security authorization function as part of the System Life Cycle (SLC). Suggest improvements that, when approved and accepted by the JBC manager, are incorporated into the handbook.

Assist and guide other team members with utilization of Cyber SharePoint sites. Work closely with the assigned Cyber Security team members to analyze current organizational structure and collaborate on recommended design changes for Cyber Security SharePoint sites. Responsible for the following SharePoint tasks: Site administration; Creation of SharePoint pages; Content Development; Processing and work flow charts; and File Management.

Compile and maintain monthly, quarterly, and annual performance metrics, annual accomplishments, and actuals, as compared to forecasted data.

Prepare, maintain, review and provide reporting as requested.

#### **4. Forensics Services**

The primary purpose of this support service is to conduct computer forensic investigations, data recovery, and electronic discovery. The support will include a variety of tasks in support of BPA's forensics program. Apply well known, substantiated and generally accepted principles in retrieving, recovering and preserving digital evidence. Collect, examine, and perform thorough technical analyses of computer-related evidence/information such as magnetic media storage devices (floppy disks, hard disks, magnetic tapes, optical disks, memory cards, magnetic strip cards, and the like). Use various forensic tools such as Encase or FTK to search for and prepare information and evidence. Search a wide range of digital devices and computers with various operating systems such as Windows, Linux and UNIX.

Retrieves, recovers, and preserves digital evidence. Uses various host based forensic tools such as Encase or FTK to search for and prepare information and evidence. Review operating practices and procedures to determine whether improvements can be made in areas such as workflow, reporting procedures, and/or expenditures.

Examines, and performs thorough technical analyses of computer-related evidence/information. Prepares accurate clear and comprehensive reports of findings which can be understood by non-technical personnel. Provides advice and guidance in implementing IT security policies and procedures in the development and operation of network systems. Interacts with other DOE organizations and other Federal agencies on forensics techniques to develop, implement, and coordinate forensics activities to protect systems and to monitor compliance. Manages multiple threat analysis sources and their integration and use in the enterprise incident response teams. Performs vulnerability research methodologies and sources. Maintains and supports all forensically related equipment and software.

Prepare accurate, clear and comprehensive reports of findings which can be understood by non-technical personnel. Support findings with a documented chain of facts and evidence, and ensure proper protection of evidence used in investigations. Maintain and support all forensically-related equipment and software. Manage case number generation and provide labels for physical evidence such as hard drives, memory cards, optical disks and the like. Communicate results of discussion, artifacts and recommendations.

#### **5. Cyber Security Program Support for Forensics Services**

Provides support for Forensics in retrieving, recovering, and preserves digital evidence. Uses various host based forensic tools such as Encase or FTK to search for and prepare information and evidence. Review operating practices and procedures to determine whether improvements can be made in areas such as workflow, reporting procedures, and/or expenditures.

Examines, and performs thorough technical analyses of computer-related evidence/information. Prepares accurate clear and comprehensive reports of findings which can be understood by non-technical personnel. Provides advice and guidance in implementing IT security policies and procedures in the development and operation of network systems. Interacts with other DOE organizations and other Federal agencies on forensics techniques to develop, implement, and coordinate forensics activities to protect systems and to monitor compliance. Manages multiple threat analysis sources and their integration and use in the enterprise incident response teams. Performs vulnerability research methodologies and sources. Maintains and supports all forensically related equipment and software.

Assist and guide other team members with utilization of Cyber SharePoint sites. Work closely with the assigned Cyber Security team members to analyze current organizational structure and collaborate on recommended design changes for Cyber Security SharePoint sites. Responsible for the following SharePoint tasks: Site administration; Creation of SharePoint pages; Content Development; Processing and work flow charts; and File Management.

#### **6. Cyber Security Reporting and Remediation Services**

Serves as an IT specialist or remediator to perform assignments associated with the Information Security (INFOSEC) specialty area to plan and carry out difficult and complex INFOSEC assignments. Develops and manages BPA programs to address continuous monitoring, risk assessment, remediation tracking, external reporting and liaising, critical infrastructure protection coordination, and incident and investigations management.

Uses judgment, initiative, and resourcefulness in deviating from established methods to modify, adapt, and/or refine broader guidelines to resolve specific complex and/or intricate issues and problems; treat specific issues or problems; research trends and patterns; develop new standards, criteria, methods, and techniques; and propose new policies and practices.



Makes informed decisions that involve major uncertainties with regard to the most effective approach or methodology to be applied. Evaluates the impact of technological change, and conceives of solutions to highly complex technical issues. Presents, explains, and defends controversial issues; and persuade program managers and other decision-making officials with widely differing goals and interests to follow a recommended course of action consistent with established policies, objectives, and regulations. Ensures the application of appropriate security means to the assignment.

Develops, implements, and coordinates activities designed to ensure, protect, and restore IT systems, services, and capabilities. Monitors and evaluates systems' compliance with IT security requirements.

Provides advice and guidance in implementing IT security policies and procedures in the development and operation of network systems.

Evaluates, recommends the acquisition of, implements, and disseminates IT security tools, procedures, and practices to protect information assets.

Reviews independent assessments for external systems or networks operated on behalf of BPA, and recommends new or revised security measures and countermeasures based on the results of those reviews.

Evaluates new security technologies such as public key infrastructure certificates, secure cards, and biometrics. Recommends the purchase of IT security related software, and administers and monitors implementation.

Identifies and specifies information systems security requirements associated with migrations to new environments, and provides guidance in planning and implementing migration activities.

Develops specifications to ensure compliance with security requirements at the systems or LAN level.

Ensures proper protection of evidence used in assessments.

## **7. Cyber Security Program Support for Reporting and Remediation Services**

Provides program support for the Reporting and Remediation group. Performs the BPA response to DOE, DHS, OMB, et.al. data calls. Coordinates the internal collection, correlation and reporting of information. Updates the Agency's metric reporting for Cyber Security in support of the Agency's major support initiatives.

Performs a variety of work involved in ensuring the confidentiality, integrity, and availability of systems, networks, and data through the planning, analysis, development, implementation, maintenance, and enhancement of information systems security programs, policies, procedures, controls, and tools. The incumbent may be involved in information systems security assessment, risk assessment, continuous monitoring, critical infrastructure protection coordination, and/or remediation management.

Assists with the development, implementation and coordination of activities designed to ensure, protect, and restore IT systems, services, and capabilities. Monitors and evaluates systems' compliance with IT security requirements.

Provides advice and guidance in implementing IT security policies and procedures in the development and operation of network systems. Evaluates, recommends the acquisition of, implements, and disseminates IT security tools, procedures, and practices to protect information assets.

Reviews independent assessments for external systems or networks operated on behalf of BPA, and recommends new or revised security measures and countermeasures based on the results of those reviews. Evaluates new security technologies such as public key infrastructure certificates, secure cards,

and biometrics. Recommends the purchase of IT security related software, and administers and monitors implementation. Identifies and specifies information systems security requirements associated with migrations to new environments, and provides guidance in planning and implementing migration activities. Develops specifications to ensure compliance with security requirements at the systems or LAN level. Ensures proper protection of evidence used in assessments.

Assist and guide other team members with utilization of Cyber SharePoint sites. Work closely with the assigned Cyber Security team members to analyze current organizational structure and collaborate on recommended design changes for Cyber Security SharePoint sites. Responsible for the following SharePoint tasks: Site administration; Creation of SharePoint pages; Content Development; Processing and work flow charts; and File Management.

## **PART 3 – INSPECTION AND ACCEPTANCE**

The following are means by which to evaluate the performance of the MSSP while under contract: Adherence to Deliverable milestones, as outlined above and to the extent that the ability to achieve those dates resides within the control of the vendor.

Quality of deliverables and resources as compared to the descriptions provided within the SOW.

Ability to properly staff the CSOAC and Cyber Security Consulting Services by way of regularly meeting the agreed upon staffing model (e.g. on-time performance of staffers, full-shift coverage by number and role.)

The Office of Cyber Security currently uses three metrics to track and measure performance of its capabilities within the Situation Domain (ES-C2M2):

- **ATI – Average Time to Identify:** The average time to detect security “concerns” (threats, vulnerabilities, events or attacks). This is reported on a monthly basis and includes all concerns for the previous month.
- **ATS – Average Time to Solution:** The average time to define a means of resolving the identified concern.
- **ATM – Average Time to Mitigation:** The average time per event that it takes the organization to implement the identified solution.

The on-site security team will meet monthly and quarterly targets for each of the first two metrics listed above (ATI, ATS). Targets may change over time with the perceived maturity of the CSOAC or in an effort to drive maturity of a solution that has greater scope than the current response capabilities of the Office of Cyber Security without both security analysts and Splunk.

BPA will monitor the tasks within this SOW through status updates, project milestones, and random audits of implementation as well as operations and management of solutions. The MSSP will ensure that proper planning and status meetings occur, meeting agendas and minutes are documented and stored in accordance with the BPA records management program. The MSSP will use BPA approved project management tools as necessary to ensure accurate tracking of milestones and deadlines.

The MSSP will provide status reports and briefings at the request of the BPA COR and/or the BPA Sponsor.

## CONTRACT CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following link.

### Bonneville Purchasing Instructions provisions and clauses:

<https://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>

- 28-3 Invoice (OCT 2014) (28.3.4(h))
- 28-4.1 Payment – Firm-Fixed-Price (FEB 2020) (28.3.4(i))
- 28-5.1 Inspection/Acceptance – Firm-Fixed-Price (MAR 2018) (28.3.4(k))
- 28-6 Changes (JUL 2013) (28.3.4(m))
- 28-7 Stop Work Order (MAR 2018) (28.3.4(n))
- 28-8 Force Majeure/Excusable Delay (JUL 2013) (28.3.4(o))
- 28-9.1 Termination for Cause – Firm-Fixed-Price (MAR 2018) (28.3.4(p))
- 28-10.1 Termination for Convenience – Firm-Fixed-Price (MAR 2018) (28.3.4(r))
- 28-11 Warranty (JUL 2013) (28.3.4(t))
- 28-12 Limitation of Liability (JUL 2013) (28.3.4u))
- 28-13 Disputes (JUL 2013) (28.3.4(v))
- 28-14 Indemnification (MAR 2018) (28.3.4(w))
- 28-16 Title (MAR 2018) (28.3.4(z))
- 28-17 Taxes (JUL 2013) (28.3.4(aa))
- 28-18 Assignment (MAR 2018) (28.3.4(bb))
- 28-19 Other Compliances (JUL 2013) (28.3.4(cc))
- 28-20 Requirements Unique to Government Contracts – Services (FEB 2020) (28.3.4(dd))
- 28-22 Applicable Law (JUL 2013) (28.3.4(ff))
- 28-23 Internet Protocol Version (MAR 2018) (28.3.4(gg))
- 3-9 Restriction on Commercial Advertising (FEB 2020) (3.5.2)
- 4-2 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (FEB 2020) (4.10.3)
- 4-4 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (FEB 2020) (4.11.5(b))
- 5-1 Privacy Assurance (MAR 2018) (5.1.4(a))
- 5-2 Privacy Protection (MAR 2018) (5.1.4(b))
- 7-39 Option to Extend Services (FEB 2020) (7.9.8(f))
- 7-40 Option to Extend the Term of the Contract (FEB 2020) (7.9.8(g))
- 14-2 Contract Administration Representatives (MAR 2018) (14.1.5(b))
- 14-18 Bankruptcy (OCT 2005) (14.19.3)
- 14-19 Post Award Orientation (SEP 2007) (14.5.3.3)
- 14-21 Computer Fraud and Abuse Act (MAR 2018) (14.14.1)
- 14-26 Emergency Contingency Notice (FEB 2020) (14.24.2)
- 15-4 Contractor Compliance with Bonneville Policies (FEB 2020) (15.3.1.1(a))
- 15-12 Contractor Safety and Health (MAR 2018) (15.6.4.1(a))
- 15-13 Contractor Safety and Health Requirements (MAR 2018) (15.6.4.1(b))
  
- 15-15 Screening Requirements for Personnel Having Access to Bonneville Facilities (MAR 2018) (15.7.2.1)
- 15-16 Access to Bonneville Facilities and Computer Systems (MAR 2018) (15.8.3)
- 15-17 Information Assurance (MAR 2018) (15.9.4)
- 15-18 Homeland Security (MAR 2018) (15.10.3)
- 16-7 Work on a Government Installation (FEB 2020) (16.4.8.1)
- 17-22 Non-Disclosure During Contract Performance (MAR 2018) (17.6.2.2.2(b))
- 19-1 Bonneville-Furnished/Contractor-Acquired Property (MAR 2018) (19.4)

- 19-2 Bonneville Property Furnished “As Is” (MAR 2018) (19.7.1)
- 19-3 Contractor Use of Government-Owned Vehicles (MAR 2018) (19.8.1)
- 23-1 Continuity of Services (MAR 2018) (23.1.7(a))
- 23-3 Unauthorized Reproduction or Use of Computer Software (MAR 2018) (23.2.1)

## **CONTRACT CLAUSES INCORPORATED BY FULL TEXT**

### **CONTRACT – BASIC TERMS (28-1.1) (FEB 2020) (28.3.4(a))**

- (a) By signing the contract cover page, Bonneville and the Contractor agree, subject to the attached terms and conditions, that Contractor shall sell to Bonneville the items and/or services identified herein at the prices set forth in the Schedule of Items.
- (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.

### **KEY PERSONNEL (23-2) (SEP 1998) (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.

\_\_Staff Roles Identified in Schedule of Prices (Sheet B)

### **ORDER OF PRECEDENCE (28-21) (FEB 2020) (28.3.4(ee))**

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

- (a) The Schedule of Items;
- (b) Contract clauses;
- (c) The specifications or statement of work; and
- (d) Other documents, exhibits, and attachments.

### **MINIMUM INSURANCE COVERAGE (16-8) (FEB 2020) (16.4.8.2)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract. The Contracting Officer shall check all that apply and insert amounts as they pertain to each individual contract.

- (a) Workers' compensation and employer's liability. Worker’s compensation and employer’s liability insurance as required by applicable Federal and State workers’ compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer’s liability section of the insurance policy, except when contract operations are so commingled with the Contractor’s commercial operations that it would not be practical to require this coverage. The employer’s liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers’ compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.

- (c) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (d) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (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.

## **PROVISIONS AND ADDITIONAL REQUIREMENTS**

### **CONTRACTOR SUPPLY CHAIN SECURITY CONTROLS (15-19) (OCT 2020)(15.11)**

- (a) The Contractor shall notify Bonneville in the event of and coordinate responses to Contractor-identified cyber security incidents related to the products or services provided to Bonneville that pose cyber security risk to Bonneville. Examples of such incidents could be, but are not limited to, disclosure of proprietary code repositories, private digital certificates, proprietary or personally-identifiable information (PII) of Bonneville, its employees, contractors, or partners, or compromise of Contractor user credentials related to products or services provided to Bonneville.
- (b) The Contractor shall provide information to Bonneville of known security vulnerabilities related to their products or services in accordance with NERC CIP-013 R1.2.4. This information shall include a method of disclosing known vulnerabilities, both past and present, with a clear explanation of how these vulnerabilities are currently addressed, and a method Bonneville may use for obtaining security vulnerability fixes, patches, and configuration or mitigation activities. The information provided should be brief, yet comprehensively outline the Contractor's capability to address any security vulnerabilities. If no known vulnerabilities exist, this should be clearly stated as such along with the Contractor's intended process or mechanism to support Bonneville's ability to address any such security vulnerabilities that may be discovered in future.
- (c) The Contractor shall ensure the integrity and authenticity (in accordance with NERC CIP-013 R1.2.5) of all software/firmware products, versions, and patches Bonneville may purchase from the Contractor.
- (d) The Contractor shall comply with Bonneville policy Managing Access and Access Revocation for NERC CIP Compliance (430-2).
- (e) The Contractor shall include this clause in all subcontracts.

### **CONTRACTOR ACCESS TO SUBSTATIONS**

- (a) The contractor shall have the necessary Bonneville access permissions to complete work within an energized facility. All the contractor's employees entering Bonneville energized facilities must obtain the appropriate level of permitting (Electrical Worker, Non-Electrical Worker, Restricted Electrical Worker or Access) OR be escorted by an appropriately permitted, qualified worker at all times. The permit requirements are outlined in "Bonneville Rules of Conduct Handbook: Policies and Procedures for Energized Access, Permits and Clearance Certification (Green Cross for Safety)" and require Bonneville badging (see contract clause "Access to Bonneville Facilities and Computer Systems (15-16)").

- (b) The contractor shall have an adequate number of permitted employees to complete the work, to escort unpermitted workers, and for safety watch. If the contractor cannot provide an adequate number of permitted employees, Bonneville may provide the service at Contractor's expense. If Bonneville is required to provide the service, the Contractor will be charged a daily rate based upon average cost for Bonneville to provide the service. However, Bonneville's inability to provide escorts and safety watchers does not constitute an excusable Delay of Work. The contractor is responsible for providing qualified, permitted workers.
- (c) Contractors are authorized to be only at locations and for purposes identified on the release.
- (d) Permitting Requirements: To obtain a permit, the contractor employee must complete a multiple step process that includes: submitting background information forms and fingerprints for badging; reading the Bonneville Rules of Conduct Handbook and passing an exam.
- (e) Additional Security Requirements: Primary on-site personnel (such as the job superintendents) shall obtain a Bonneville badge. The contractor shall adhere to all rules applicable to reporting security incidents, access to energized facilities, access to NERC CIP facilities and maintaining sensitive and classified information.
- (f) If work is to be performed in an energized substation, the Contractor's job superintendent and/or qualified electrical worker shall check in with the Substation Operator at the site pre-work meeting or during the pre-work phase of the contract to discuss scope of work and to review specific characteristics of each substation.
- (g) Energized Facility Keys (substation keys) shall be managed and protected in accordance with Bonneville Rules of Conduct Handbook. Contractor shall return all substation keys at the end of the work. If a key is lost, the Contractor must complete the appropriate Bonneville forms and will be charged \$1000. Bonneville Identification badges shall also be returned unless the contractor employee is immediately moving to a new Bonneville work location. The contractor will be charged \$1000 for lost badges. Charges for lost keys and/or lost badges will be deducted from the next or final payment due Contractor.
- (h) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will require unescorted access to Bonneville facilities.

#### **LIMITATION ON TRAVEL COSTS**

- (a) Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.
- (b) Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under the Bonneville Purchasing Instructions, Appendix 13, "Contract Cost Principles for Commercial Organizations". Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
- (c) Per Diem rates are available at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>

#### **DEPARTMENT OF ENERGY ACQUISITION REGULATION SECURITY SUPPLEMENTAL CONTRACT CLAUSES**

#### **DOE FAR SUPPLEMENT:**

## 952.204-2 Security.

As prescribed in 904.404(d)(1), the following clause shall be included in contracts entered into under section 31 (research assistance, 42 U.S.C. 2051), or section 41 (ownership and operation of production facilities, 42 U.S.C. 2061) of the Atomic Energy Act of 1954, and in other contracts and subcontracts which involve or are likely to involve classified information or special nuclear material:

### Security Requirements (Aug. 2016)

(a) *Responsibility.* It is the Contractor's duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified matter (including documents, material and special nuclear material) which are in the Contractor's possession in connection with the performance of work under this contract against sabotage, espionage, loss or theft. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter or special nuclear material in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and classification levels and categories of matter proposed for retention, the reasons for the retention, and the proposed period of retention. If the retention is approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the classified matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

(b) *Regulations.* The Contractor agrees to comply with all security regulations and contract requirements of DOE as incorporated into the contract.

(c) *Definition of classified information.* The term *Classified Information* means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, *Classified National Security Information*, as amended, or prior executive orders, which is identified as *National Security Information*.

(d) *Definition of restricted data.* The term *Restricted Data* means all data concerning design, manufacture, or utilization of atomic weapons; production of special nuclear material; or use of special nuclear material in the production of energy, but excluding data declassified or removed from the Restricted Data category pursuant to 42 U.S.C. 2162 [Section 142, as amended, of the Atomic Energy Act of 1954].

(e) *Definition of formerly restricted data.* The term "*Formerly Restricted Data*" means information removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information—(1) Relates primarily to the military utilization of atomic weapons; and (2) can be adequately protected as National Security Information. However, such information is subject to the same restrictions on transmission to other countries or regional defense organizations that apply to Restricted Data.

(f) *Definition of national security information.* The term "*National Security Information*" means information that has been determined, pursuant to Executive Order 12958, *Classified National Security Information*, as amended, or any predecessor order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in documentary form.

(g) *Definition of special nuclear material.* The term "special nuclear material" means—(1) Plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which, pursuant to 42 U.S.C. 2071 [section 51 as amended, of the Atomic Energy Act of 1954] has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.

(h) *Access authorizations of personnel.* (1) The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE's regulations and contract requirements applicable to the particular level and category of classified information or particular category of special nuclear material to which access is required.

(2) The Contractor must conduct a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.

(i) A review must—Verify an uncleared applicant's or uncleared employee's educational background, including any high school diploma obtained within the past five years, and degrees or diplomas granted by an institution of higher learning; contact listed employers for the last three years and listed personal references; conduct local law enforcement checks when such checks are not prohibited by state or local law or regulation and when the uncleared applicant or uncleared employee resides in the jurisdiction where the Contractor is located; and conduct a credit check and other checks as appropriate.

(ii) Contractor reviews are not required for an applicant for DOE access authorization who possesses a current access authorization from DOE or another Federal agency, or whose access authorization may be reapproved without a federal background investigation pursuant to Executive Order 12968, Access to Classified Information (August 4, 1995), Sections 3.3(c) and (d).

(iii) In collecting and using this information to make a determination as to whether it is appropriate to select an uncleared applicant or uncleared employee to a position requiring an access authorization, the Contractor must comply with all applicable laws, regulations, and Executive Orders, including those—(A) Governing the processing and privacy of an individual's information, such as the Fair Credit Reporting Act, Americans with Disabilities Act (ADA), and Health Insurance Portability and Accountability Act; and (B) prohibiting discrimination in employment, such as under the ADA, Title VII and the Age Discrimination in Employment Act, including with respect to pre- and post-offer of employment disability related questioning.

(iv) In addition to a review, each candidate for a DOE access authorization must be tested to demonstrate the absence of any illegal drug, as defined in 10 CFR 707.4. All positions requiring access authorizations are deemed *testing designated positions* in accordance with 10 CFR part 707. All employees possessing access authorizations are subject to applicant, random or for cause testing for use of illegal drugs. DOE will not process candidates for a DOE access authorization unless their tests confirm the absence from their system of any illegal drug.

(v) When an uncleared applicant or uncleared employee receives an offer of employment for a position that requires a DOE access authorization, the Contractor shall not place that individual in such a position prior to the individual's receipt of a DOE access authorization, unless an approval has been obtained from the head of the cognizant local security office. If the individual is hired and placed in the position prior to receiving an access authorization, the uncleared employee may not be afforded access to classified information or matter or special nuclear material (in categories requiring access authorization) until an access authorization has been granted.

(vi) The Contractor must maintain a record of information concerning each uncleared applicant or uncleared employee who is selected for a position requiring an access authorization. Upon request only, the following information will be furnished to the head of the cognizant local DOE Security Office:

(A) The date(s) each Review was conducted;

(B) Each entity that provided information concerning the individual;

(C) A certification that the review was conducted in accordance with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual's information collected during the review;

(D) A certification that all information collected during the review was reviewed and evaluated in accordance with the Contractor's personnel policies; and

(E) The results of the test for illegal drugs.

(i) *Criminal liability.* It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to protect any classified information, special nuclear material, or other Government property that may come to the Contractor or any person under the Contractor's control in connection with



work under this contract, may subject the Contractor, its agents, employees, or Subcontractors to criminal liability under the laws of the United States (see the Atomic Energy Act of 1954, 42 U.S.C. 2011 *et seq.*; 18 U.S.C. 793 and 794).

(j) *Foreign ownership, control, or influence.* (1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Standard Form (SF) 328, *Certificate Pertaining to Foreign Interests*, executed prior to award of this contract. The Contractor will submit the Foreign Ownership, Control or Influence (FOCI) information in the format directed by DOE. When completed the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice, shall also be furnished concurrently to the Contracting Officer.

(2) If a Contractor has changes involving foreign ownership, control, or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.

(3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control, or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to protect any classified information or special nuclear material.

(4) The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a foreign ownership, control, or influence situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to foreign ownership, control, or influence and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the foreign ownership, control, or influence problem.

(k) *Employment announcements.* When placing announcements seeking applicants for positions requiring access authorizations, the Contractor shall include in the written vacancy announcement, a notification to prospective applicants that reviews, and tests for the absence of any illegal drug as defined in 10 CFR 707.4, will be conducted by the employer and a background investigation by the Federal government may be required to obtain an access authorization prior to employment, and that subsequent reinvestigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR part 709, the announcement should also alert applicants that successful completion of a counterintelligence evaluation may include a counterintelligence-scope polygraph examination.

(l) *Flow down to subcontracts.* The Contractor agrees to insert terms that conforms substantially to the language of this clause, including this paragraph, in all subcontracts under its contract that will require subcontractor employees to possess access authorizations. Additionally, the Contractor must require such subcontractors to have an existing DOD or DOE facility clearance or submit a completed SF 328, *Certificate Pertaining to Foreign Interests*, as required in 48 CFR 952.204-73, Facility Clearance, and obtain a foreign ownership, control and influence determination and facility clearance prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, subcontractor means any subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean subcontractor and the term "contract" shall mean subcontract.

**(End of clause)**

[74 FR 23124, May 18, 2009, as amended at 74 FR 36368, 36370, July 22, 2009; 76 FR 7694, Feb. 11, 2011; 81 FR 45978, July 15, 2016]

#### **952.204-70 Classification/Declassification.**

As prescribed in 904.404(d)(2), the following clause shall be included in all contracts which involve classified information:

#### **Classification/Declassification (SEP 1997)**

In the performance of work under this contract, the Contractor or subcontractor shall comply with all provisions of the Department of Energy's regulations and mandatory DOE directives which apply to work involving the classification and declassification of information, documents, or material. In this section, "information" means facts, data, or knowledge itself; "document" means the physical medium on or in which information is recorded; and "material" means a product or substance which contains or reveals information, regardless of its physical form or characteristics. Classified information is "Restricted Data" and "Formerly Restricted Data" (classified under the Atomic Energy Act of 1954, as amended) and "National Security Information" (classified under Executive Order 12958 or prior Executive Orders).

The original decision to classify or declassify information is considered an inherently Governmental function. For this reason, only Government personnel may serve as original classifiers, i.e., Federal Government Original Classifiers. Other personnel (Government or Contractor) may serve as derivative classifiers which involves making classification decisions based upon classification guidance which reflect decisions made by Federal Government Original Classifiers.

The Contractor or subcontractor shall ensure that any document or material that may contain classified information is reviewed by either a Federal Government or a Contractor Derivative Classifier in accordance with classification regulations including mandatory DOE directives and classification/declassification guidance furnished to the Contractor by the Department of Energy to determine whether it contains classified information prior to dissemination. For information which is not addressed in classification/declassification guidance, but whose sensitivity appears to warrant classification, the Contractor or subcontractor shall ensure that such information is reviewed by a Federal Government Original Classifier.

In addition, the Contractor or subcontractor shall ensure that existing classified documents (containing either Restricted Data or Formerly Restricted Data or National Security Information) which are in its possession or under its control are periodically reviewed by a Federal Government or Contractor Derivative Declassifier in accordance with classification regulations, mandatory DOE directives and classification/declassification guidance furnished to the Contractor by the Department of Energy to determine if the documents are no longer appropriately classified. Priorities for declassification review of classified documents shall be based on the degree of public and researcher interest and the likelihood of declassification upon review. Documents which no longer contain classified information are to be declassified. Declassified documents then shall be reviewed to determine if they are publicly releasable. Documents which are declassified and determined to be publicly releasable are to be made available to the public in order to maximize the public's access to as much Government information as possible while minimizing security costs.

The Contractor or subcontractor shall insert this clause in any subcontract which involves or may involve access to classified information.

**(End of clause)**

[49 FR 12042, Mar. 28, 1984, as amended at 59 FR 9108, Feb. 25, 1994; 62 FR 51802, Oct. 3, 1997; 74 FR 36370, 36378, July 22, 2009]

#### **952.204-73 Facility clearance.**

As prescribed in 904.404(d)(5), insert the following provision in all solicitations which require the use of Standard Form 328, Certificate Pertaining to Foreign Interests, for contracts or subcontracts subject to the provisions of 904.70:

#### **Facility Clearance (AUG 2016)**

##### **Notices**

Section 2536 of title 10, United States Code, prohibits the award of a contract under a national security program to an entity controlled by a foreign government if it is necessary for that entity to be given access to information in a proscribed category of information in order to perform the contract unless a waiver is granted by the Secretary of Energy. In addition, a Facility Clearance and foreign ownership, control and influence (FOCI) information are required when the contract or subcontract to be awarded is expected to require employees to have access authorizations.

Offerors who have either a Department of Defense or a Department of Energy Facility Clearance generally need not resubmit the following foreign ownership information unless specifically requested to do so. Instead, provide your DOE Facility

Clearance code or your DOD assigned commercial and government entity (CAGE) code. If uncertain, consult the office which issued this solicitation.

(a) *Use of Certificate Pertaining to Foreign Interests, Standard Form 328.* (1) The contract work anticipated by this solicitation will require access to classified information or special nuclear material. Such access will require a Facility Clearance for the Contractor's organization and access authorizations (security clearances) for Contractor personnel working with the classified information or special nuclear material. To obtain a Facility Clearance the Contractor must submit the Standard Form 328, Certificate Pertaining to Foreign Interests, and all required supporting documents to form a complete Foreign Ownership, Control or Influence (FOCI) Package. The Contractor will submit the Foreign Ownership, Control or Influence (FOCI) information in the format directed by DOE. When completed the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer.

(2) Information submitted by the offeror in response to the Standard Form 328 will be used solely for the purposes of evaluating foreign ownership, control or influence and will be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.

(3) Following submission of a Standard Form 328 and prior to contract award, the Contractor shall immediately submit to the Contracting Officer written notification of any changes in the extent and nature of FOCI which could affect the offeror's answers to the questions in Standard Form 328. Following award of a contract, the Contractor must immediately submit to the cognizant security office written notification of any changes in the extent and nature of FOCI which could affect the offeror's answers to the questions in Standard Form 328. Notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice must also be furnished concurrently to the cognizant security office.

(b) *Definitions.* (1) *Foreign Interest* means any of the following—

(i) A foreign government, foreign government agency, or representative of a foreign government;

(ii) Any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country other than the United States or its possessions and trust territories; and

(iii) Any person who is not a citizen or national of the United States.

(2) *Foreign Ownership, Control, or Influence (FOCI)* means the situation where the degree of ownership, control, or influence over a Contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or special nuclear material may result.

(c) *Facility Clearance* means an administrative determination that a facility is eligible to access, produce, use or store classified information, or special nuclear material. A Facility Clearance is based upon a determination that satisfactory safeguards and security measures are carried out for the activities being performed at the facility. It is DOE policy that all Contractors or Subcontractors requiring access authorizations be processed for a Facility Clearance at the level appropriate to the activities being performed under the contract. Approval for a Facility Clearance shall be based upon—

(1) A favorable foreign ownership, control, or influence (FOCI) determination based upon the Contractor's response to the ten questions in Standard Form 328 and any required, supporting data provided by the Contractor;

(2) A contract or proposed contract containing the appropriate security clauses;

(3) Approved safeguards and security plans which describe protective measures appropriate to the activities being performed at the facility;

(4) An established Reporting Identification Symbol code for the Nuclear Materials Management and Safeguards Reporting System if access to nuclear materials is involved;

(5) A survey conducted no more than 6 months before the Facility Clearance date, with a composite facility rating of satisfactory, if the facility is to possess classified matter or special nuclear material at its location;

(6) Appointment of a Facility Security Officer, who must possess or be in the process of obtaining an access authorization equivalent to the Facility Clearance; and, if applicable, appointment of a Materials Control and Accountability Representative; and

(7) Access authorizations for key management personnel who will be determined on a case-by-case basis, and must possess or be in the process of obtaining access authorizations equivalent to the level of the Facility Clearance.

(d) A Facility Clearance is required prior to the award of a contract requiring access to classified information and the granting of any access authorizations under a contract. Prior to award of a contract, the DOE must determine that award of the contract to the offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or special nuclear material in the performance of the contract. The Contracting Officer may require the offeror to submit such additional information as deemed pertinent to this determination.

(e) A Facility Clearance is required even for contracts that do not require the Contractor's corporate offices to receive, process, reproduce, store, transmit, or handle classified information or special nuclear material, but which require DOE access authorizations for the Contractor's employees to perform work at a DOE location. This type facility is identified as a non-possessing facility.

(f) Except as otherwise authorized in writing by the Contracting Officer, the provisions of any resulting contract must require that the Contractor insert provisions similar to the foregoing in all subcontracts and purchase orders. Any Subcontractors requiring access authorizations for access to classified information or special nuclear material shall be directed to provide responses to the questions in Standard Form 328, Certificate Pertaining to Foreign Interests, directly to the prime Contractor or the Contracting Officer for the prime contract.

#### **Notice to Offerors—Contents Review (Please Review Before Submitting)**

Prior to submitting the Standard Form 328, required by paragraph (a)(1) of this clause, the offeror should review the FOCI submission to ensure that:

(1) The Standard Form 328 has been signed and dated by an authorized official of the company;

(2) If publicly owned, the Contractor's most recent annual report, and its most recent proxy statement for its annual meeting of stockholders have been attached; or, if privately owned, the audited, consolidated financial information for the most recently closed accounting year has been attached;

(3) A copy of the company's articles of incorporation and an attested copy of the company's by-laws, or similar documents filed for the company's existence and management, and all amendments to those documents;

(4) A list identifying the organization's owners, officers, directors, and executive personnel, including their names, social security numbers, citizenship, titles of all positions they hold within the organization, and what clearances, if any, they possess or are in the process of obtaining, and identification of the government agency(ies) that granted or will be granting those clearances; and

(5) A summary FOCI data sheet.

Note: A FOCI submission must be attached for each tier parent organization (i.e. ultimate parent and any intervening levels of ownership). If any of these documents are missing, award of the contract cannot be completed.

[67 FR 14877, Mar. 28, 2002, as amended at 74 FR 36368, 36370, 36378, July 22, 2009; 76 FR 7694, Feb. 11, 2011; 81 FR 45978, July 15, 2016]

UNITED STATES  
GOVERNMENT

RELEASE

Mail Invoice To:

.See Page 2

Contract : 00072150  
Release : 00001  
Page : 1

Vendor:

MOSAIC451 LLC  
2600 N CENTRAL AVE  
11TH FLOOR  
PHOENIX AZ 85004

Please Direct Inquiries to:

WINSTON B. YOUNG  
Title: CONTRACT SPECIALIST  
Phone: 503-230-3603  
Fax :

Attn: Jennifer Calovini

Contract Title: CYBER SECURITY OPERATIONS AND ANALYSIS CENTER MANAGED STAFFING

Total Value : [REDACTED]  
Pricing Method: FIRM FIXED PRICE  
Performance Period: 03/31/16 - 03/30/17

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

(b) (6)

Contractor Signature

*Jennifer Calovini / Dir Operations*

Printed Name/Title

*30 Jan 2014*

Date Signed

BPA Contracting Officer

Date Signed



# Master Contract Continuation Sheet

**BPA MASTER CONTRACT 72150  
CSOAC MASTER CONTRACT  
Release 001**

**CYBER SECURITY OPERATIONS AND ANALYSIS CENTER MANAGED STAFFING**

1. This Master Contract Release is hereby issued as follows and contains:
  - Signature Page
  - Cover Sheet Continuation
  - Attachment 1: BPA Cyber Security Operations and Analysis Center (CSOAC) Statement of Work
2. The period of performance is March 31, 2016 through March 30, 2017.
3. Funds are added in the amount of [REDACTED]
4. Mosaic451 shall provide CSOAC Operation Managed Staffing Services in accordance with the following Schedule of Pricing and the attached Statement of Work.

**SCHEDULE OF PRICING (28-2)  
(JUL 13)(BPI 28.3.3.1)**

Line Item	Description	Qty	Unit	Price	Extended Price
1 (Base Year)	Full CSOAC Staffing and Performance as described in SOW (3/31/2016 through 3/30/2017)	12	Month	[REDACTED]	[REDACTED]
2 (Option Year 1 of 4)	Full CSOAC Staffing and Performance as described in SOW (3/31/2017 through 3/30/2018)	12	Month	\$ [REDACTED]	[REDACTED]
3 (Option Year 2 of 4)	Full CSOAC Staffing and Performance as described in SOW (3/31/2018 through 3/30/2019)	12	Month	[REDACTED]	[REDACTED]
4 (Option Year 3 of 4)	Full CSOAC Staffing and Performance as described in SOW (3/31/2019 through 3/30/2020)	12	Month	[REDACTED]	[REDACTED]
5 (Option Year 4 of 4)	Full CSOAC Staffing and Performance as described in SOW (3/31/2020 through 3/30/2021)	12	Month	[REDACTED]	[REDACTED]
<b>Total Price including Option Years</b>					[REDACTED]

5. Pricing for Option Years in the Schedule of Pricing (Line Items 2-5) shall be adjusted per clause 7-2 below.

**PRICE ADJUSTMENT (7-2)**  
**(JUL 13)( [BPI 7.1.10](#) )**

- (a) From the first option year through the remainder of the contract option periods, the Fixed Price identified in the Schedule of Items may be adjusted upward or downward based on increases or decreases in the Consumer Price Index (CPI-U) for All Urban Consumers, all Items 1982-84 = 100, as published by the U.S. Bureau of Labor Statistics, Series ID: CUUR0000SA0 not seasonally adjusted. The final index point at date of award is 236.916, dated January 2016.
  - (b) At the beginning of an option year, if an option year is exercised, the percent of increase or decrease in the index will be computed by the Contracting Officer. No CPI price adjustment will be made unless the percent of change in the index (since date of last adjustment) amounts to a positive increase. An adjustment to the then current unit prices will be increased, for the ensuing year, by the product of the unit price times the positive percent of change reported in the index (figured to two decimal places with a minimum number of 0%) plus 1%.
  - (c) No upward adjustment shall apply to supplies or services which are required to be delivered or performed prior to the effective date of the adjustment unless the Contractor's failure to deliver or perform in accordance with the delivery schedules results from causes beyond the control and without the result or negligence of the Contractor. Releases issued prior to any adjustment shall utilize the rates current on that date for the full period of performance in that Release.
  - (d) The index base rate shown above for the first year of the contract shall be the latest rate published at the date of contract award. Should an adjustment in the Schedule of Items be effected per this clause, the index base rate will be revised to reflect the latest rate published at the date of contract renewal.
6. All other terms of this Release and Master Contract 72150 remain the same.
7. Please reference BPA Master Contract 72150, Release 001 on all invoices and send them via e-mail to Alicia Collier at [ancollier@bpa.gov](mailto:ancollier@bpa.gov) .

CO: Matt DeLong, 503-230-7549  
COR: Winston Young, 503-230-3603  
COTR: Alicia Collier, 503-230-4485

**ATTACHMENT 1: CSOAC STATEMENT OF WORK**

(Document to follow on next page)



**BPA Cyber Security  
Operations and Analysis Center (CSOAC)  
Managed Security Staffing Solution (MSSP)**

**Statement of Work  
February 25, 2016**



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## 1 GENERAL

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### 1.1 About BPA

The Bonneville Power Administration (BPA) is a federal agency headquartered in Portland, Oregon that markets wholesale electricity to the Pacific Northwest's public and private utilities and to some large industries. BPA provides about half the electricity used in the Northwest and operates over three-fourths of the region's high-voltage transmission.

While BPA is part of the Department of Energy, it is not tax-supported through government appropriations. Instead, BPA recovers all of its costs through sales of electricity and transmission and repays the U.S. Treasury in full with interest for any money it borrows. Because BPA markets energy and transmission at cost, BPA has traditionally provided some of the lowest cost electricity in the nation. This low-cost power has been a cornerstone of the Northwest economy, stimulating growth and new jobs. BPA also funds measures to protect and enhance fish and wildlife populations affected by hydropower development. In addition, the agency provides a number of public benefits including incentives for energy conservation programs and research and development of renewable resources and promising technologies, such as fuel cells. BPA also works with other federal agencies to coordinate operations of the Federal Columbia River Power System to ensure maximum efficiency in the system and minimum environmental impacts.

BPA's service territory covers all of Washington, Oregon, Idaho, and western Montana, as well as small contiguous portions of California, Nevada, Utah, Wyoming and eastern Montana. BPA has approximately 3,000 employees, located primarily in the states of Oregon and Washington. More information can be found at <http://www.bpa.gov>.

### 1.2 Objective

The goal of this contract is to obtain a Managed Staffing Solution (MSS) for BPA's Cyber Security Operations Analysis Center (CSOAC). The MSS is located on premise at BPA and centers around a Security Operations Center tasked to work in conjunction with existing BPA Network Operations Centers (NOCs) by providing a tier 3 level monitoring and analysis service across the BPA enterprise.

The CSOAC is a 24 hours a day, 7 days a week and 365 days a year operation. The CSOAC is tasked with monitoring, analyzing, preventing, mitigating and resolving cyber security threats, vulnerabilities and attacks on the BPA networks including responses to these issues.

### 1.3 Scope

The MSS Provider (MSSP) will staff and manage the CSOAC to monitor the BPA network 24 hours a day, 7 days a week and 365 days a year. The CSOAC's objective requires the capability to detect anomalies in BPA's environment and to investigate instances of advanced persistent threats, malware and intrusions. BPA maintains business systems, industrial control systems (ICS) and communications networks covering all or portions of 10 western states.. Adverse cyber events to the enterprise have the potential to impact the economy, the electric grid and personnel.

The MSSP will scope the human capital requirements in terms of both number and experience, as well as provide for and sustain the agreed upon staffing levels throughout the life of the contract. The MSSP is also expected to deliver and maintain an Operations Manual documenting specific BPA-processes and industry best practices in support of CSOAC's tasks.

The MSS must have experience with the Department of Energy (DOE) Joint Cybersecurity Coordination Center (JC3) and National Nuclear Security Administration (NNSA) Information Assurance Response Center (IARC) as well as management and monitoring experience with other utilities. The MSS must also have past experience with the construction and operation of multiple vault type rooms within the DOE. These rooms support both data centers and security operation for classified operations.

#### 1.4 Definitions

BPA – Bonneville Power Administration

CO – Contracting Officer

COTR – Contracting Officer's Technical Representative

CSOAC – Cyber Security Operations Analysis Center

MSS – Managed Security Services

MSSP – Managed Security Services Provider

SIEM – Security Information Event Management

APT – Advanced Persistent Threat

SOW – Statement of Work

#### 1.5 Requirements for On-Site MSS:

The capabilities in a MSS will include the following:

- Security Monitoring Service - 24x7 with real time capabilities, correlation and expert analysis of security activity across the enterprise.
- Network IDS/IPS services - Including full lifecycle management of Intrusion Detection and Prevention devices, initial planning and deployment to ongoing tuning and configuration updates.
- Firewall services featuring - 24x7, monitoring, and response to security. Security Information Event Management (SIEM) - collects, correlates, and analyzes data from security devices and critical IT assets in real time.

The CSOAC is to monitor and/or interact with other related organizations at the local, regional, and national level. Participating in, and developing relationships, with other cyber security groups, Computer Emergency Response Teams (CERTs), SOCs, and law enforcement agencies..

- CSOAC Development
  - On-going training for CSOAC staff at vendor expense;
  - Documentation and maintenance of CSOAC and Incident Response processes and procedures;
  - Readiness training such as tabletop exercises, and red and blue team testing.
- Provide Cyber-Security Expertise
  - Provide guidance to BPA IT Office of Cyber Security and BPA at-large
  - Represent CSOAC in IT architecture and implementation projects with coordination with representatives from BPA Office of Cyber Security.
- Support NERC audits and inquiries, through the coordination of the BPA Office of Cyber Security.
- At BPA's election, either integrate to existing BPA ticketing system procedures or establish an independent system run by the CSOAC
- Integrate into existing BPA change control procedures

- Leverage existing BPA security technology and tools
- May include read-only access to existing BPA assets including, but not limited to
  - Firewalls
  - Host- and network-IPS/IDS systems
  - Routers
  - Load balancers
  - Proxies
  - Vulnerability scanners
  - Network taps
  - Web application firewalls
- Identification of noncompliant systems, broken processes and potential or unresolved violations
- SIEM tuning, automation and maintenance
- Initial security and network discovery for BPA
- Security Clearance: MSSP to work with BPA to gain security clearances for their personnel with appropriate level of investigation and/or security clearance as defined by BPA.

**Clearance Types: Department of Energy (DOE) “Q” and “L” Security Clearance for Contractors and Consultants.** These two clearances are part of DOE’s program for protection of information as required under the Atomic Energy Act. The clearances may be granted only by DOE based on an individual’s need for access to the information and a favorable adjudication of the required background investigation. The COTR will work with BPA’s Personnel Security Office to obtain specific guidelines and requirements for MSSP personnel.

## 1.6 Staffing Expectations

The MSSP will onboard their staff and comply BPA’s requirements for Personnel Security; e.g. DOE Security Badges (USAccess) for both physical and logical access.

The MSSP will provide expert, real-time capabilities to correlate events and alerts from BPA source networks, as well as several preferred, external intelligence sites, in the pursuit of identifying, preventing and/or mitigating cyber-attacks on the BPA network. The MSSP will leverage Splunk’s capabilities and their own experience to deliver incident tracking and reporting best-practice capabilities to a variety of stakeholders within the Agency. The MSSP will provide experienced Analysts, with increasing preference towards federal government, energy sector and the Department of Energy (DOE) experience as well as generic SIEM, Splunk and Splunk with ESS experience.

An ‘Operations Manual’ has been created and will be maintained by the MSSP, capturing the practices and responses both in place today and yet-to-be created for operating and managing a CSOAC. It is intended to capture both internally-driven processes as well as industry best-practices around the monitoring, analyzing, reporting and resolution of cyber security vulnerabilities, threats and attacks.

The Managed Services Solution Provider (MSSP) will be expected to manage all personnel management tasks of the Analysts, Leads and Operators who support CSOAC under this contract.

## 1.7 Staffing Requirements:

The CSOAC shifts must include at least two (2) analysts. Hours may differ based on BPA requirements.

The following CSOAC staff will be full-time in residence.

Services	# of Positions
Cyber Security – Manager	1
Cyber Security – Lead Senior Analyst	3
Cyber Security - Analyst	9
Cyber Security - Engineer (Splunk Administration)	1

### 1.8 Location of Project

The CSOAC Command Center is located in Portland, OR at BPA Headquarters. In order to facilitate disaster recovery, a back-up site has been established in Vancouver, WA and occasional travel may be required between the sites to develop and maintain continuity of operations proficiency.

### 1.9 BPA-Furnished Property or Services

BPA will provide the MSSP with office working conditions to meet CSOAC’s tasking objectives, for example: desks, computers and monitors, network access and access to tools (e.g. Splunk).

The following will apply:

- BPA thin client, laptop, desktop or appropriate hardware and software.
- The anticipated length of the contract will determine the time the BPA hardware equipment is in possession of the consultant.
- The thin client, laptop or desktop will have BPA approved software assigned to individual account; security controls pursuant to Federal Information Security Management Act (FISMA) will be installed on the laptop.
- Non-BPA devices, peripherals, mobile devices, storage devices, etc., are not allowed to be connected, installed or used on the BPA network.
- The Contractor shall abide by Bonneville Power Administration Manual 1110 (BPAM 1110), Business use of BPA Information Technology Services Policy whenever using BPA equipment.
- BPAM 1110 can be found as an attachment to SOW. Failure to abide by these rules may result in termination of the contract and possible legal action by BPA.
- The consultant will be required to take information security training to qualify for using a BPA thin client, laptop or desktop. Arrangements can be made for taking the courses on-line while at a BPA facility or through printed copies of the training materials. The following BPA required training courses will need to be completed on an annual basis (this list is subject to change):

- BPA Course 010964—Cyber Security/NERC CIP
- BPA Course 004217—Annual Security Refresher
- BPA Course 011556—Information Protection ALL BPA
- BPA Course 011595—Information Protection AdvUser
- BPA Course 011957—Information Governance Lifecycle Management (IGLM)

Upon completion of the contract, the consultants will return the BPA equipment to the Contracting Officer’s Technical Representative (COTR) and or the system will be deactivated at the direction of the COTR.

All BPA information is expected to be shared with the MSSP on BPA premises and utilizing BPA information network(s). No BPA information is expected to be transmitted, stored or retained by the MSSP within their information networks. If BPA information becomes instantiated into the MSSP’s information network, the need for additional security controls on the MSSP’s networks will need to be addressed through the contract vehicle.

### 1.10 Contractor-Furnished Property or Service

The MSSP is required to provide all property and services in support of this contract, except those mentioned under section 1.9 above.

## 1.11 Work Inspection and Acceptance

The following are means by which to evaluate the performance of the MSSP while under contract:

- Adherence to deliverable milestones, as outlined in the SOW and to the extent that the ability to achieve those dates resides within the control of the vendor (i.e.: changes may naturally impact the ability of the MSSP to meet certain deliverables)
- Quality of deliverables and resources as compared to the descriptions provided within the vendor proposal; monthly meetings and reporting to BPA Cyber Security staff regarding performance.
- Ability to properly staff the CSOAC by way of regularly meeting the agreed upon staffing model (i.e.: on-time performance of staffers, full-shift coverage by number and role)
- The Office of Cyber Security currently uses three metrics to track and measure performance of its capabilities within the Situation Domain (ES-C2M2):
  - ATI – Average Time to Identify: The average time to detect security “concerns” (threats, vulnerabilities, events or attacks). This is reported on a monthly basis and includes all concerns for the previous month.
  - ATS – Average Time to Solution: The average time to define a means of resolving the identified concern.
  - ATM – Average Time to Mitigation: The average time per event that it takes the organization to implement the identified solution.

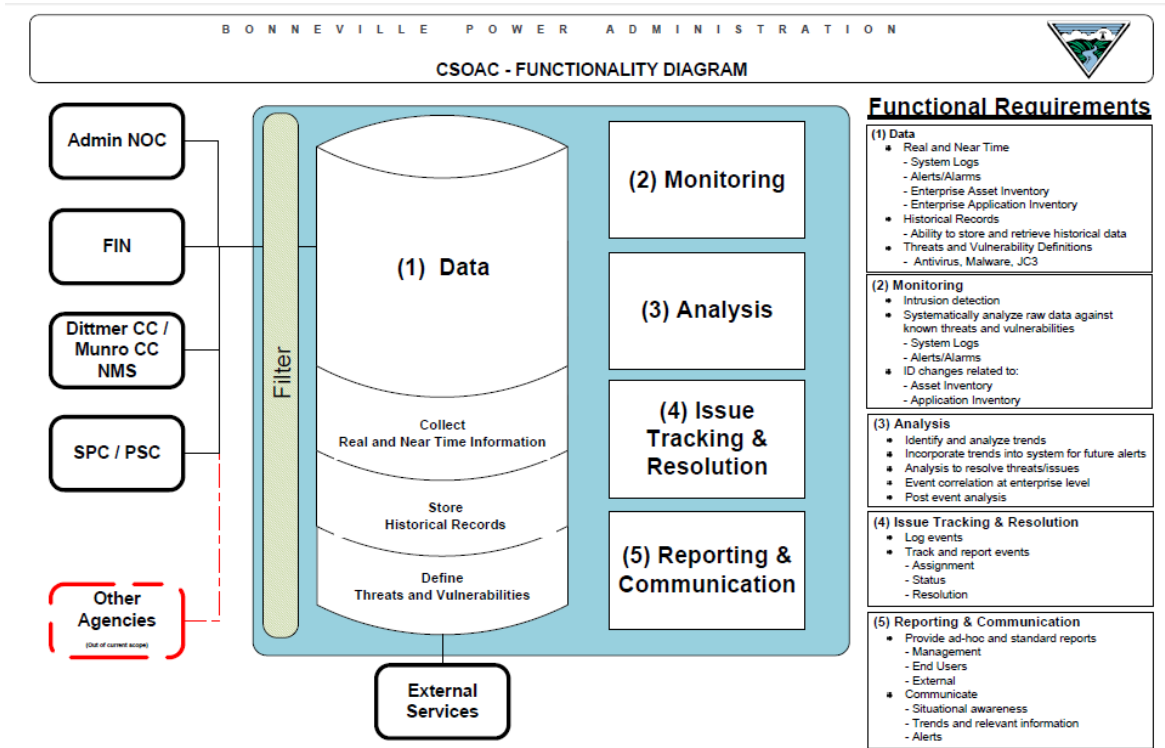
The on-site security team will need to set monthly and quarterly targets for each of the first two metrics listed above (ATI, ATS). Targets may change over time with the perceived maturity of the CSOAC or in an effort to drive maturity of a solution that has greater scope than the current response capabilities of the Office of Cyber Security

- Monthly meetings and reporting to BPA regarding performance.

## APPENDIX A: CSOAC OVERVIEW

Overview of the business concept, requirements and functionality of the CSOAC Command Center via the following seven diagrams: Functionality, Data, Monitoring, Analysis, Issue Tracking and Resolution, Reporting and Communications, Life Cycle Vision.

### 1.12 Functionality



**Figure 1. Functional Requirements of the BPA CSOAC**

The CSOAC will receive data from at least three other Network Operations Centers. These include the Admin NOC that manages and protects the Agency’s business systems, the Field Information Network that manages several hundred substations, and several Control Centers that manage groups of substations and ensure the integrity of the electric grid in those regions.

As such, the CSOAC will ingest data provided by these NOCs to identify any threats or vulnerabilities, develop solutions to respond, and convey this information back to the NOCs for implementation and resolution.

### 1.13 Data

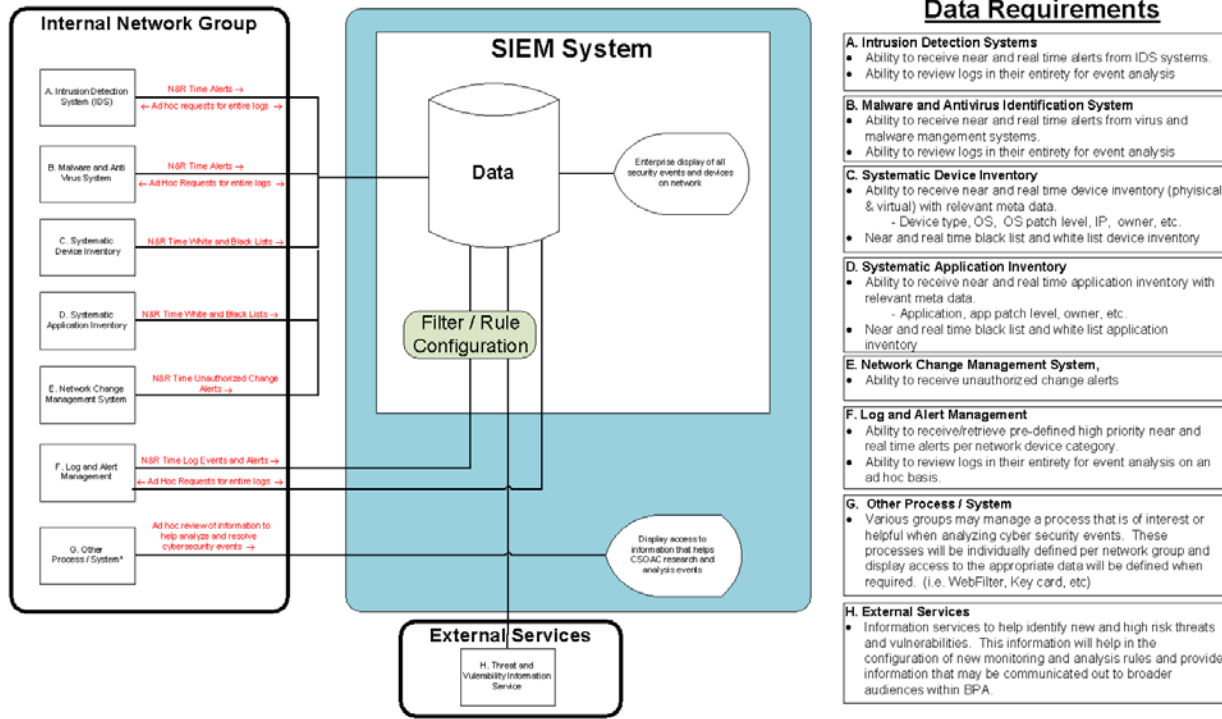


Figure 1. Data Requirements

This diagram depicts the type of data that will be provided by the NOCs.

### 1.14 Monitoring

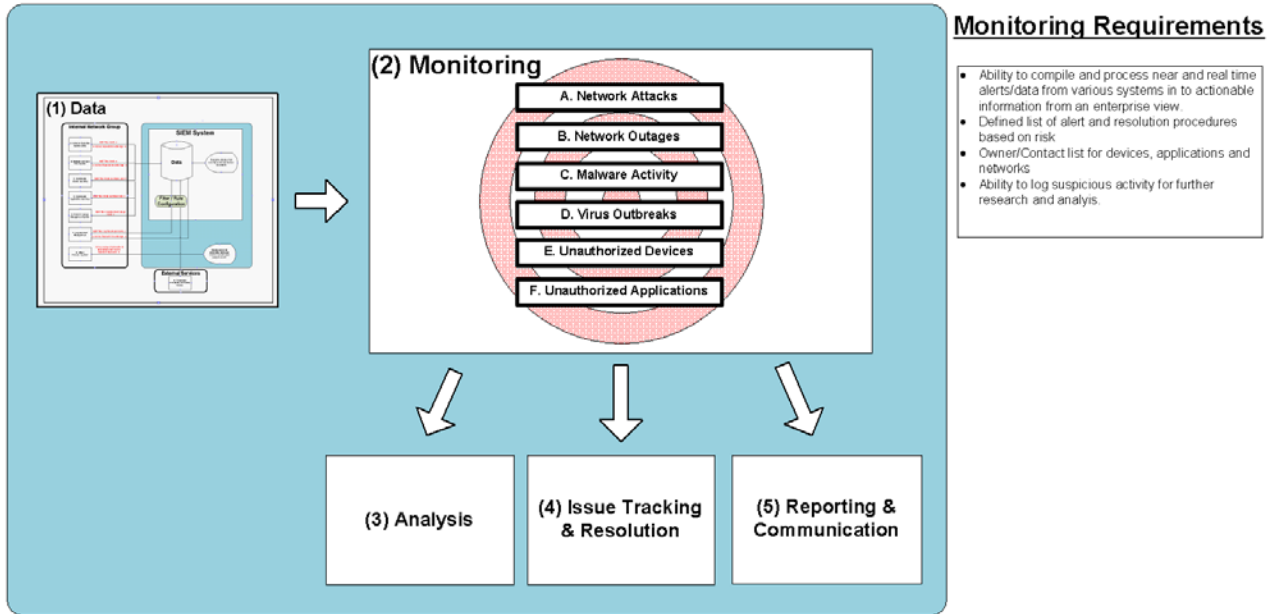
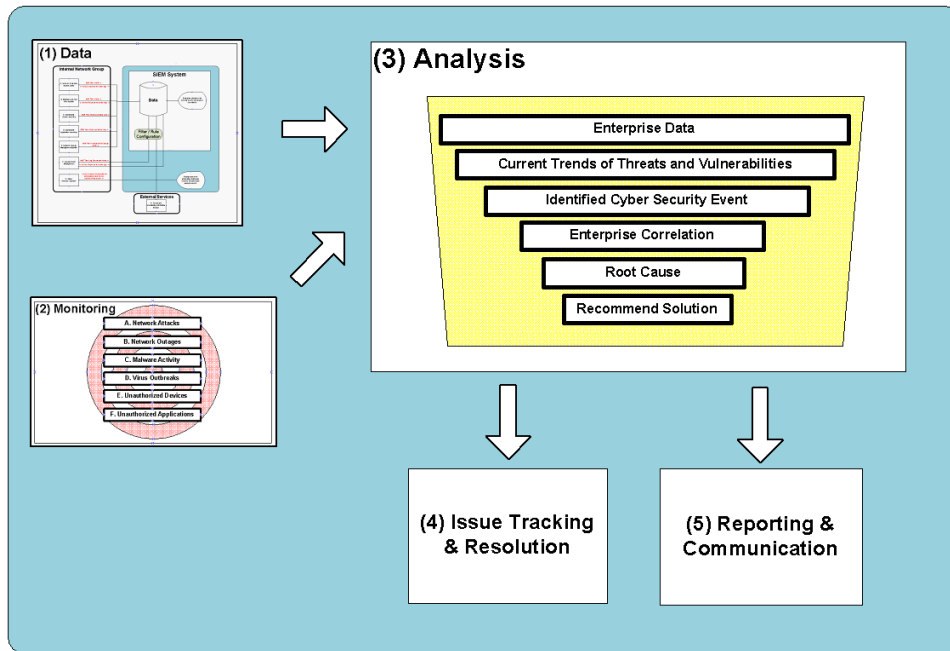


Figure 2. Monitoring



### 1.15 Analysis

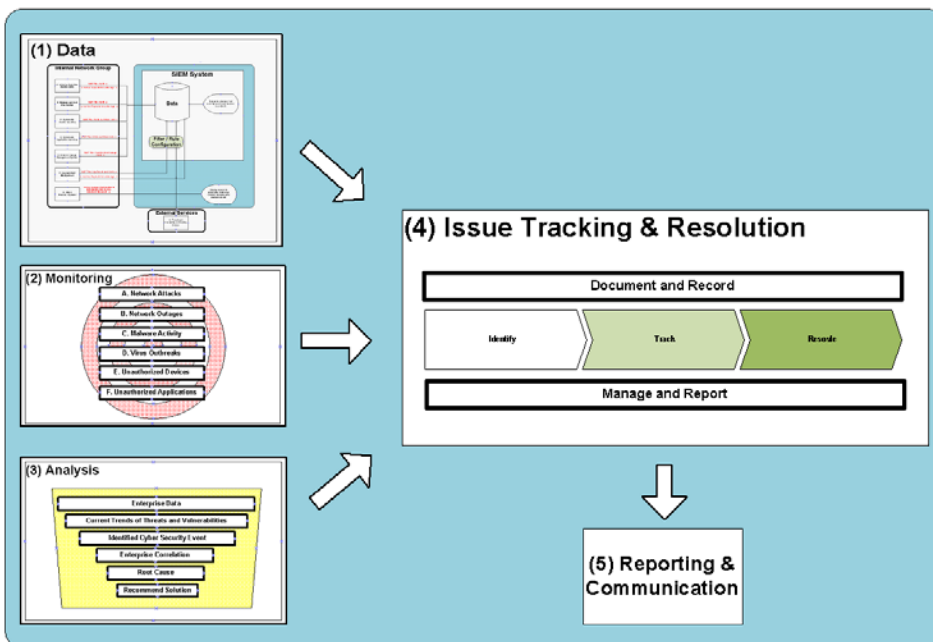


#### Analysis Requirements

- Organizational authority to gather required information across the entire organization.
- Skilled and knowledgeable personnel to analyze cyber security data and find root cause and propose solutions
- Enterprise view access to detailed cyber security data from across the enterprise
- Ability to ad hoc query against enterprise data
- Ability to systematically run enterprise data against identified threat and vulnerabilities rules.
- Disk imaging tool
- Ability to quarantine devices for analysis

Figure 3. Analysis

### 1.16 Issue Tracking and Resolution



#### Issue Tracking & Resolution Requirements

- Tracking system to enter detailed data about cyber security incidents
  - Automated issue creation created through alert activity
  - Simple configuration of workflow rules based meta data input
  - Highly customizable incident meta data
  - Web Browser interface
  - LDAP / Outlook integration
  - Simple form based inputs for level one / external incident identification
  - Internal dashboard to record, track and resolve
  - Attach documents inside incident resolution plans
  - Database access for additional reporting needs

Figure 4 Issue Tracking and Resolution

### 1.17 Reporting and Communications

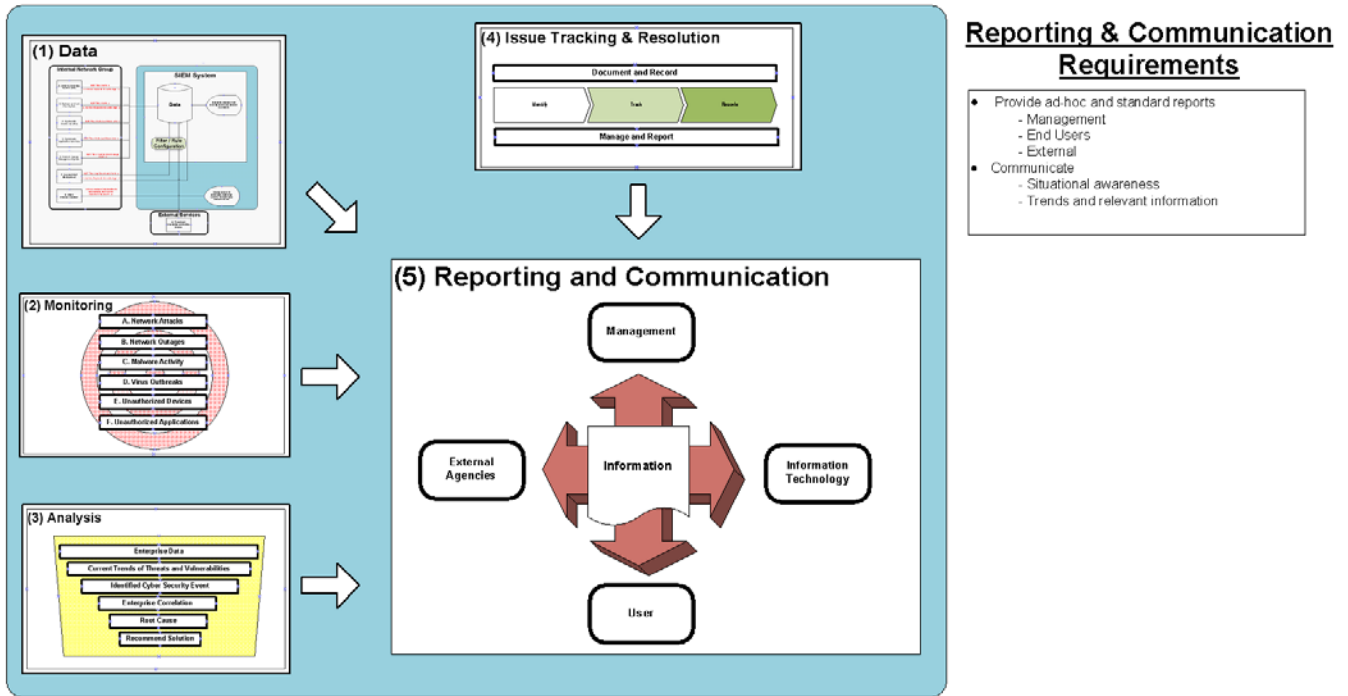


Figure 5 Reporting & Communication

### 1.18 Life Cycle Vision

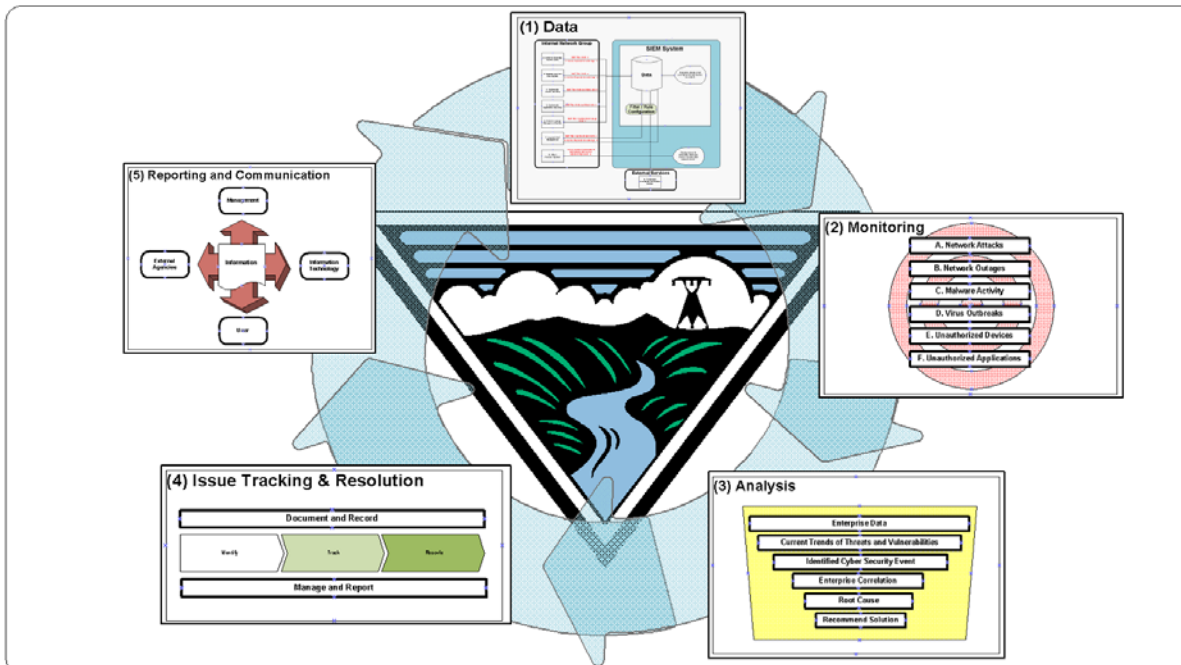


Figure 6. CSOAC Vision

Figure 7 provides our overall vision of how these components need to integrate and work together to provide the Agency protection of its cyber assets from threats and intrusions.

UNITED STATES  
GOVERNMENT

All transactions on this page are applicable under FAR Sec. 552(b)(4), unless otherwise indicated.

MASTER CONTRACT

Mail Invoice To:

SEE INDIVIDUAL RELEASES

Contract : 00072150  
Release : 00000  
Page : 1

Vendor:  
MOSAIC451 FEDERAL SERVICES LLC  
3838 N CENTRAL AVE  
SUITE 2050  
PHOENIX AZ 85012

Please Direct Inquiries to:

WINSTON B. YOUNG  
Title: CONTRACT SPECIALIST  
Phone: 503-230-3603  
Fax :

Attn: JENNIFER CALOVINI

Contract Title: CSOAC MASTER CONTRACT

Total Value :  
Pricing Method: FIRM FIXED PRICE      Payment Terms: %      Days Net 30  
Performance Period: 03/31/16 - 03/30/21

(b) (6)

(b) (6)

Contractor Signature  
Michael Baker / Managing Director  
Printed Name/Title  
December 8, 2016  
Date Signed

BPA Contracting Officer  
12/9/20/6  
Date Signed

Contract Modifications

Title : NOVATION FROM MOSAIC451 LLC TO MOSAIC451 FEDERAL SERVICES LLC  
Modification: 001  
Modified Performance Period: -  
Modification Value:  
Pricing Method :



All redactions on this page are applied under 5 U.S.C. Sec. 552(b)(4), unless otherwise indicated.

# MODIFICATION/REVISION CONTINUATION PAGE

I. MUST CHECK ONE	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 CONTRACT MODIFICATION IS ISSUED PURSUANT TO: <i>(Specify authority)</i> <b>Contract clause CHANGES (28-6)</b>

**BPA Master Contract 72150  
Modification 001  
NOVATION FROM MOSAIC451 LLC TO MOSAIC451 FEDERAL SERVICES LLC**

The purpose of this modification is to transfer (novate) all rights and obligations of Master Contract 72150 and all active and future Releases from MOSAIC451 LLC to MOSAIC451 FEDERAL SERVICES LLC.

This modification authorizes the following changes:

1. A novation agreement is attached to transfer contract rights and obligations from MOSAIC451 LLC to MOSAIC451 FEDERAL SERVICES LLC (Attachment 1).
2. This modification constitutes the total equitable adjustment for the changes described herein.
3. The Master Contract period of performance remains through 03/30/2021.
4. All other terms and conditions of BPA Master Contract 72150 remain the same.
5. Please reference BPA Master Contract 72150 and the applicable Release number on all invoices and send them via e-mail to Alicia Collier at [ancollier@bpa.gov](mailto:ancollier@bpa.gov).

CO: Winston Young, 503-230-3603  
COTR: Alicia Collier, 503-230-4485

**ATTACHMENT 1  
NOVATION AGREEMENT**

The purpose of the Novation Agreement is to recognize **MOSAIC451 FEDERAL SERVICES LLC**. (transferee) as the successor in interest from **MOSAIC451 LLC** (transferor) under the BPA Master Contract number 72150.

(1) The Transferor hereby transfers all rights and obligations under the BPA Contract to the Transferee as of **December 8, 2016**. By making such transfer, the Transferor waives any claims or rights it may have under the BPA Contract. The transferor guarantees performance of the BPA Contract by the transferee.

(2) The Transferee agrees to assume all rights and obligations transferred in paragraph (1) and understands that, as of the date specified, it stands in the same legal position as if it had been the original contractor.

(3) BPA recognizes the Transferee as the Transferor's successor in interest under the subject BPA Contract. Pursuant to this Novation Agreement, the Transferee becomes entitled to all rights and interests under the BPA Contract as if the Transferee were the original contractor.

(4) Except as provided in this Novation Agreement, nothing in it shall be construed as (a) a waiver of any rights BPA may have against the Transferor, or (b) relieving the transferor or transferee from compliance with any Federal law.

The parties hereby execute this Novation Agreement as of the date specified in paragraph (1).

**BONNEVILLE POWER ADMINISTRATION**

Printed Name: Winston B. Young

Signature .....

Title: Contracting Officer

Date:

**MOSAIC451 FEDERAL SERVICES LLC – Transferee**

**Mosaic451 LLC. – Transferor**

Printed Name..... Michael Baker .....

Printed Name ..... Michael Baker .....

Signature **(b) (6)**

Signature .. **(b) (6)**

Title ..... Managing Director .....

Title..... Managing Director .....

Date ..... 12/08/2016 .....

Date..... 12/08/2016 .....

UNITED STATES  
GOVERNMENT

MASTER CONTRACT

Mail Invoice To:

SEE INDIVIDUAL RELEASES

Contract : 00072150  
Release : 00000  
Page : 1

Vendor:  
MOSAIC451 FEDERAL SERVICES LLC  
3838 N CENTRAL AVE  
SUITE 2050  
PHOENIX AZ 85012

Please Direct Inquiries to:  
KIM L. ODEN  
Title: CONTRACT SPECIALIST  
Phone: 503-230-4389

Attn: JENNIFER CALOVINI

Contract Title: CSOAC MASTER CONTRACT

Total Value :  
Pricing Method: FIRM FIXED PRICE      Payment Terms: %      Days Net 30  
Performance Period: 03/31/16 - 03/30/21

(b) (6)

Digitally signed by MATTHEW DELONG  
DN: c=US, o=U.S. Government, ou=Department of Energy, cn=MATTHEW DELONG,  
-----  
Office 200300.100.1.1=8900100  
0695130  
Date: 2017.06.12 20:52:26 -0700'

Contractor Signature

Printed Name/Title

Date Signed

DAVID L. MULLIN

06/13/2017

Date Signed

Title : ADD DOE SECURITY CLAUSES, BPI TRANSMITTAL UPDATE & SCOPE CHANGE  
Modification: 002  
Modified Performance Period: -  
Modification Value:  
Pricing Method :



# MODIFICATION/REVISION CONTINUATION PAGE

PAGE OF PAGES

2

33

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 CONTRACT MODIFICATION IS ISSUED PURSUANT TO: *(Specify authority)*  
**BPI CLAUSE - CHANGES 28-6**

DESCRIPTION OF MODIFICATION/REVISION:

**Master Contract No. 72150, Modification No. 002**

The purpose of this modification is to incorporate a within scope change to the Statement of Work, add compliance based Department of Energy Acquisition Regulation (DEAR) Security Contract Clauses and update the terms and conditions of the master based on BPI Transmittals to date. This modification consists of a Signature Page, this Continuation Page, and a conformed copy of the master contract.

As per the authority of BPI Clause 26 - 6 CHANGES the following changes are authorized:

1. The Statement of Work is now hereby revised to include Addendum No. 1. (see conformed SOW attached)
2. The following new DOE FAR Security DEAR Clauses (in full text) are incorporated into the terms and conditions of Master Contract No. 72150 and subsequent releases.
  - DEAR 952.204-2 Security Requirements
  - DEAR 952.204-70 Classification/Declassification
  - DEAR 952.204-73 Facility Clearance (Solicitation)
3. The follow new BPI Clause are incorporated:
  - PRIVACY PROTECTION (5-2)
  - INFORMATION ASSURANCE (6-3)
  - CONTRACTOR COMPLIANCE WITH BPA POLICIES (15-4)
  - SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BPA FACILITIES (15-15)
  - ACCESS TO BPA FACILITIES AND COMPUTER SYSTEMS (15-16)
4. The following BPI Clauses are deleted from the master:
  - CONTRACTOR COMPLIANCE WITH BPA POLICIES (3-8)
  - SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BPA FACILITIES (23-4)
  - ACCESS TO BPA FACILITIES AND COMPUTER SYSTEMS (23-6)
5. The following BPI Clause has been revised:
  - ORDER OF PRECEDENCE (28-21)
  - INSURANCE (16-2)
6. Please reference the master number as well as the correlating release number on all invoices and send them via e-mail to Contracting Technical Representation (COTR) at [ancollier@bpa.gov](mailto:ancollier@bpa.gov).
7. Please submit all other contract matters via email to Contract Specialist, Kim Oden at [kloden@bpa.gov](mailto:kloden@bpa.gov).
8. All other terms and condition of Master Contract 72150 apply to this modification.

(END OF CONTINUATION SHEET)

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All redactions on this page are applied under 5 U.S.C. Sec. 552(b)(4), unless otherwise indicated.

**UNIT 4 – DEPARTMENT OF ENERGY ACQUISITION REGULATION SECURITY  
CONTRACT CLAUSES**

**27**

## UNIT 1 — COMMERCIAL

### MASTER CONTRACT-BASIC TERMS (28-1.2) (OCT 14)(BPI 28.3.3.1)

- a) This is a Firm Fixed Price Master Contract for 5 years. By signing the master contract cover page, BPA and the Contractor agree, subject to the attached terms and conditions, that Contractor shall sell to BPA the services identified herein at the prices set forth in the Schedule of Pricing.
- b) This Master Contract shall become effective upon receipt of the signed Master 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 BPA's Convenience. BPA 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 13)(BPI 28.3.3.1)

The Contractor shall provide all services according to the Statement of Work for each Release and Schedule of Prices.

Release 001 for Cyber Security Operations and Analysis Center Managed Staffing in the amount of [REDACTED] for base year 1 is mutually obligated upon execution of this Master Contract. No additional work or Releases are obligated by either party under this Master Contract without mutual agreement.

### INVOICE (28-3) (JUL 13) BPI 28.4.15.1)

- (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)**  
**(JUL 13)(BPI 28.4.16.1.1)**

(a) Payment.

- (1) Items accepted. Payment shall be made for items accepted by BPA that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt Payment. BPA 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.

- (A) 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 BPA to make payments through EFT. Receipt of payment information, including any changes, must be received by BPA 30 days prior to effective date of the change. BPA 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. BPA shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
- (B) 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.
- (C) Submission of EFT banking information to BPA: The Contractor shall submit EFT enrollment banking information directly to BPA Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the BPA 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](mailto: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 BPA has otherwise overpaid on a contract financing or invoice payment, the Contractor shall:
  - (A) 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 error, 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.

All redactions on this page are applied under 5 U.S.C. Sec. 552(b)(4), unless otherwise indicated.

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

(6) Interest.

(A) All amounts that become payable by the Contractor to BPA 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.

(B) BPA may issue a demand for payment to the Contractor upon finding that a debt is due under the contract.

(C) Final decision. 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 within 30 days;

(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.

(D) 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.

(E) 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.

(F) 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 BPA check 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.

**INSPECTION/ACCEPTANCE-FIRM FIXED PRICE (28-5.1)  
(JUL 13)(BPI 28.4.2.1)**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. BPA reserves the right to inspect or test any supplies or services that have been tendered for acceptance. BPA 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, BPA may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. BPA must exercise its post-acceptance rights:

1) within a reasonable time after the defect was discovered or should have been discovered; and

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2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

**CHANGES (28-6)**  
**(JUL 13)(BPI 28.4.5.1)**

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

**STOP WORK ORDER (28-7)**  
**(JUL 13)(BPI 28.4.19.1)**

- (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 BPA'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 BPA, 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 13)(BPI 28.4.6.1)**

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.

All redactions on this page are applied under 5 U.S.C. Sec. 552(b)(4), unless otherwise indicated.

**TERMINATION FOR CAUSE-FIRM FIXED PRICE (28-9.1)**  
**(JUL 13)(BPI 28.4.4.1.1.1)**

BPA 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 BPA, upon request, with adequate assurances of future performance. In the event of termination for cause, BPA shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to BPA for any and all rights and remedies provided by law. If it is determined that BPA 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)**  
**(JUL 13)(BPI 28.4.4.2.1)**

BPA reserves the right to terminate this contract, or any part hereof, 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 a percentage of the contract price reflecting a percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of BPA using its standard record keeping system, 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 BPA 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 13)(BPI 28.4.3.2.1)(BPI 17.3.7.1)(BPI 17.4.2.1)(BPI 17.2.10.1)**

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 13)(BPI 28.4.11.1)**

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

**DISPUTES (28-13)**  
**(JUL 13)(BPI 28.4.14.1)**

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)**  
**(JUL 13)(BPI 28.4.7.1)**

The Contractor shall indemnify BPA 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.

All redactions on this page are applied under 5 U.S.C. Sec. 552(b)(4), unless otherwise indicated.

**TITLE (28-16)**  
**(JUL 13)(BPI 28.4.9.1)**

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

**TAXES (28-17)**  
**(JUL 13)(BPI 28.4.10.1)**

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

**ASSIGNMENT (28-18)**  
**(JUL 13) (BPI 28.4.13.1)**

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 BPA purchase card), the Contractor may not assign its rights to receive payments under this contract.

**OTHER COMPLIANCES (28-19)**  
**(JUL 13)(BPI 28.4.17.1)**

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 (28-20)**  
**(OCT 14)(BPI 28.4.18.1)**

(a) The Contractor shall comply with the BPI clauses in this paragraph (a) that the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items:

- \_\_\_ (1) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions ([Clause 3-3](#))
- \_\_\_ (2) Contractor Policy to Ban Text Messaging While Driving ([Clause 3-4](#))
- \_\_\_ (3) Contractor Employee Whistleblower Rights ([Clause 3-10](#))
- \_\_\_ (4) Utilization of Supplier Diversity Program Categories ([Clause 8-3](#))
- \_\_\_ (5) Buy American-Supplies ([Clause 9-3](#))
- \_\_\_ (6) Restriction on Certain Foreign Purchases ([Clause 9-8](#))
- \_\_\_ (7) Equal Opportunity ([Clause 10-1](#))
- \_\_\_ (8) Affirmative Action for Workers with Disabilities (Clause 10-2)
- \_\_\_ (9) Notification of Employee Rights Under the NLRA ([Clause 10-6](#)), see attached text.
- \_\_\_ (10) Equal Opportunity for Veterans ([Clause 10-19](#))
- \_\_\_ (11) Employment Reports on Veterans ([Clause 10-20](#))
- \_\_\_ (12) Child Labor-Cooperation with Authorities and Remedies (Clause 10-24)

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- (13) Combating Trafficking in Persons (Clause 10-25)
- (14) Subcontracting with Debarred or Suspended Entities ([Clause 11-7](#))
- (15) Requirements for US Flag Vessel (Clause 14-16)
- (16) Sustainability:
  - Ozone Depleting Substances ([Clause 15-7](#))
  - Refrigeration Equipment ([Clause 15-8](#))
  - Energy Efficiency in Energy Consuming Products ([Clause 15-9](#))
  - Recovered Materials ([Clause 15-10](#))
  - Bio-Based Materials ([Clause 15-11](#))
- (17) Acceleration of Payments to Small Business Contractors (Clause 22-21)

(b) The Contractor shall comply with the BPI clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial **services**:

- (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 3-4](#))
- (4) Contractor Employee Whistleblower Rights ([Clause 3-10](#))
- (5) Utilization of Supplier Diversity Program Categories ([Clause 8-3](#))
- (6) Equal Opportunity ([Clause 10-1](#))
- (7) Affirmative Action for Workers with Disabilities (Clause 10-2)
- (8) Service Contract Labor Standards ([Clause 10-3](#)), see attached text.
- (9) Fair Labor Standards Act and Service Contract Act-Price Adjustment (Clause 10-4)
- (10) Notification of Employee Rights Under the NLRA ([Clause 10-6](#)); see attached text.
- (11) Employment Eligibility Verification ([Clause 10-18](#))
- (12) Equal Opportunity for Veterans ([Clause 10-19](#))
- (13) Employment Reports on Veterans ([Clause 10-20](#))
- (14) Contract Work Hours and Safety Standards Act-Overtime Compensation (Clause 10-21)
- (15) Combating Trafficking in Persons (Clause 10-25)
- (16) Minimum Wage for Federal Contracts (Clause 10-28)



All redactions on this page are applied under 5 U.S.C. Sec. 552(b)(4), unless otherwise indicated.

(17) Subcontracting with Debarred or Suspended Entities ([Clause 11-7](#))

(18) Sustainability:

Ozone Depleting Substances ([Clause 15-7](#))

Refrigeration Equipment ([Clause 15-8](#))

Energy Efficiency in Energy Consuming Products ([Clause 15-9](#))

Recovered Materials ([Clause 15-10](#))

Bio-Based Materials ([Clause 15-11](#))

(19) Acceleration of Payments to Small Business Contractors (Clause 22-21)

(20) Nondisplacement of Qualified Workers ([Clause 23-5](#))

(c) Examination of Records.

(1) 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-

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 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 3 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.

(3) 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.

(d) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the BPA 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:

(A) Contractor Employee Whistleblower Rights ([Clause 3-10](#))

(B) Utilization of Supplier Diversity Program Categories ([Clause 8-3](#)), if the subcontract offers further subcontracting opportunities.

(C) Equal Opportunity ([Clause 10-1](#)),

**All redactions on this page are applied under 5 U.S.C. Sec. 552(b)(4), unless otherwise indicated.**

- (D) Affirmative Action for Workers with Disabilities (Clause 10-2)
- (E) Service Contract Labor Standards ([Clause 10-3](#)).
- (F) Notification of Employee Rights under the National Labor Relations Act ([Clause 10-6](#)).
- (G) Employment Eligibility Verification ([Clause 10-18](#)), unless subcontracting for commercial items.
- (H) Equal Opportunity for Veterans ([Clause 10-19](#))
- (I) Employment Reports on Veterans ([Clause 10-20](#))
- (J) Contract Work Hours and Safety Standards Act (Clause 10-21)
- (K) Child Labor-Cooperation with Authorities and Remedies (Clause 10-24)
- (L) Combating Trafficking in Persons (Clause 10-25)
- (M) Minimum Wage for Federal Contracts (Clause 10-28)
- (N) Subcontracting with Debarred or Suspended Entities ([Clause 11-7](#)), unless subcontracting for COTS items.
- (O) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (P) Nondisplacement of Qualified Workers ([Clause 23-5](#)).

(e) Text of clauses incorporated by reference is available at  
<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>

**ORDER OF PRECEDENCE (28-21M)  
(JUL 13)(BPI 28.4.12.1)(BPI 17.3.1.1)**

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

- 1) The Schedule of Pricing and Statement of Work for the applicable Release.
- 2) The BPA clauses in this Master Agreement.
- 3) The Department of Energy Acquisition Regulation (DEAR) Security Contract Clauses
- 4) The Master Scope of Work
- 5) Other documents, exhibits, and attachments, including any license agreements for computer software.

**APPLICABLE LAW (28-22)  
(JUL 13)(BPI 28.4.20.1)**

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

All redactions on this page are applied under 5 U.S.C. Sec. 552(b)(4), unless otherwise indicated.

**INTERNET PROTOCOL VERSION 6 (28-23)  
(JUL 13)(BPI 28.2.2.1)**

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

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

## UNIT 2 – OTHER CLAUSES

### RESTRICTION ON COMMERCIAL ADVERTISING (3-9) (OCT 05) (BPI 3.8.1.1)

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

### PRIVACY PROTECTION (5-2) (FEB 2016)(BPI 5.1.4)

The contractor acknowledges and agrees that, in the course of its contract with BPA, contractor will receive or access personally identifiable information (PII) belonging to BPA. 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 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 BPA 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 BPA 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 BPA 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 BPA a copy of all BPA data in its possession, securely destroy all other copies, and certify in writing to BPA that all BPA PII has been returned to BPA or securely destroyed

**INFORMATION ASSURANCE (6-3)**  
**(FEB 2016)(BPI 6.13.4)**

- (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 BPA'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, contractor shall safeguard BPA's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) for a "low" categorization as described in the Federal Information Processing Standard (FIPS) Publication 199. 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 specification document.
- (c) The contractor shall maintain controls aligning with applicable controls in the current version of the National Institute of Standards and Technology (NIST) Special Publication 800-53, or ISO-27001:2005/2013, consistent with the risk and magnitude of harm to BPA resulting from a loss confidentiality, integrity or availability as required by the E-Government Act (Public Law 107-347) of 2002, Title III Federal Information Security Management Act (FISMA).
- (d) The BPA 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.
- (e) The contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by BPA.
- (f) The contractor shall include the requirements of this Clause 6-3 in all subcontracts.

**SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BPA FACILITIES (15-15)**  
**(FEB 2016) (BPI 15.7.2.1)**

- (a) The following definitions shall apply to this contract:
  - (1) "Access" means the ability to enter BPA facilities as a direct or indirect result of the work required under this contract.
  - (2) "Sensitive unclassified 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) BPA personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at BPA. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide BPA with information to determine an individual's initial eligibility or continued eligibility for access to BPA facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting BPA property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal

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screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire for Non Sensitive Positions and submit it to BPA for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.

- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to BPA facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of BPA property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
- (1) Any behavior, activities, or associations 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, BPA shall notify the contractor, who will then inform the individual of the determination and the reasons therefore. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COTR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of BPA's information resources must participate annually in a BPA-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any BPA-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COTR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to BPA facilities and/ or computer systems

**ACCESS TO BPA FACILITIES AND COMPUTER SYSTEMS (15-16)  
(FEB 2016)(BPI15.8.3)**

- (a) Contract workers with unescorted physical access to a BPA facility and/ or computer system shall follow the applicable procedures and requirements:

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(1) BPA Policy 434-1: Cyber Security Program

(2) BPA Control Center document, Dittmer Control Center Access – Frequently Asked Questions.

(3) If unescorted access to energized facilities, BPA Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications

(4) Additional requirements and procedures may be included in the statement of work and the technical specifications.

(b) Notifying BPA of Contractor Personnel Changes:

(1) The Contractor shall notify BPA within four (4) hours when a worker with unescorted physical access to a BPA facility or computer system is re-assigned to non-BPA work, terminates their employment with the contractor, or is removed for cause.

(2) The Contractor shall send notification to BPA Security Services by email to [Revoke@bpa.gov](mailto:Revoke@bpa.gov) or call (503) 230-3779 to provide notification.

(3) The Contractor shall provide written notification to the COTR and the CO 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 BPA facilities or computer system access.

**LIMITATION ON TRAVEL COSTS (22-50)  
(SEP 10)**

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the Bonneville Purchasing Instructions. Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <http://www.gsa.gov/portal/category/21287>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

**KEY PERSONNEL (23-2)  
(SEP 98)(BPI 23.1.6.1)**

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.

- Specific personnel may be identified for each release as applicable

**CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)**  
**(SEP 98)(BPI 14.3.2)**

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative for administrative matters, and Contracting Officer's Technical Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance, unless delegated field modification authority (see clause 24-25); (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of BPA; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

**HOMELAND SECURITY (14-17)**  
**(DEC12)(BPI 14.18.3)(BPI 17.4.1.1)**

- (a) If any portion of the Contractor's maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to BPA to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. BPA will notify the Contractor in writing whether or not it can allow an intangible export of BPA'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 BPA Critical Information. BPA will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify BPA's Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with BPA in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. BPA may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

**RIGHTS IN DATA—USE OF EXISTING WORK (17-4)**  
**(OCT 11)(BPI 17.5.4.1.1)**

- (a) Except as otherwise provided in this contract, the Contractor grants to BPA, and others acting on its behalf, a paid-up non-exclusive, irrevocable, worldwide license to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of BPA, for all the material or subject matter called for under this contract.
- (b) Contractor shall defend, at its expense, and hold BPA harmless from any claim or suit brought against BPA alleging that the Work Product furnished hereunder infringes a U.S. patent or copyright, violates trade secrets, rights of privacy, or any libelous or other unlawful matter contained in such Work Product, and shall pay all costs and damages finally awarded, provided Contractor is given prompt written notice of such claim and is given information, reasonable assistance, and sole authority to defend or settle the claim. In the defense of the claim, Contractor shall obtain for BPA the right to continue using the Work Product, replace or modify the Work Product to be noninfringing, or if such remedies are not reasonably available, grant BPA a refund for the work Product and accept its return.

**CONTRACTOR SAFETY AND HEALTH (15-12)**  
**(APR 14)(BPI 15.2.4.1)**

- 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).



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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 BPA.
- (c) The Contractor shall hold BPA 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 Technical Representative (COTR), 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 BPA 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 BPA Safety Official.
  - (2) The Contractor shall follow up each phone call notification with an email to [SafetyNotification@BPA.gov](mailto:SafetyNotification@BPA.gov) immediately for any fatality or within 24 hours for non-fatal events.
  - (3) The Contractor shall complete BPA form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COTR, 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 BPA Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COTR, 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 BPA 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) BPA 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 BPA 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. BPA may coordinate the response to a contractor worker's health and safety concerns with the State OSHA when necessary to facilitate resolution.
- (g) BPA employees may direct the contractor to stop a work activity due to safety and health concerns. The BPA 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 BPA 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 BPA employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a BPA Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when BPA 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, COTR or BPA Safety Office, the Contractor shall provide the total labor hours for a completed month to BPA no later than the 15<sup>th</sup> 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.

**INSURANCE (16-2M)  
(APR 14)(BPI 16.3.3)**

- (a) Before commencing work under this contract, the Contractor shall provide to the Contracting Officer certificates of insurance from the insurance company, or an authorized insurance agent, stating the required insurance has been obtained and is in force. The certificate(s) shall identify the Contractor and name BPA as the named insured as follows:

Bonneville Power Administration  
Attention: Contracting Officer – NSSF

The certificate shall also identify the contract number(s) for which coverage is provided. Should any of the policies required by this clause be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- (b) Throughout the period of the contract the Contractor shall deliver a new certificate of insurance to the Contracting Officer prior to existing policy expiration, changes, and changes to insurance providers. The Contractor shall notify BPA immediately if at any time any one of Contractor's insurers issues a notice of cancellation for any reason. The Contractor shall provide proof of replacement insurance prior to the effective date of cancellation. A certificate of insurance shall be furnished to BPA confirming the issuance of such insurance prior to Contractor's continuation of access to the Site of work. If the Contractor's insurance does not cover the subcontractors involved in the work, the Contractor shall provide the Contracting Officer with certificates of insurance stating that the required insurance has been obtained by the subcontractors.
- (c) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

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- (d) The following minimum kinds and amounts of insurance are applicable in the performance of the work under this contract. All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.
- (1) **Workers' compensation and employer's liability.** Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. Employer's liability coverage of at least \$1,000,000 shall be required. BPA may require Contractors who are individuals (whether incorporated or not) to carry workers' compensation to protect agency interests. The Contracting Officer shall advise the Contractor regarding specific requirements.
  - (2) **Commercial General liability.** The contractor shall provide commercial general liability (CGL) insurance of at least \$1,000,000 per occurrence. Any policy aggregate limits which apply shall be modified to apply to each location and project. The policy shall name BPA, its officials, officers, employees and agents, as additional insureds with respect to the contractor's performance of services under the contract. The contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of BPA. The Contractor's CGL policy shall be issued on an occurrence basis.
  - (3) **Automobile liability.** The contractor shall provide automobile liability insurance covering the operation of all automobiles used in performing the contract. Policies shall provide limits of at least \$1,000,000 per accident and include coverage for all owned, non-owned and hired automobiles.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)  
(OCT 11)(BPI 17.6.2.1.1)**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to BPA. 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 BPA.
- (b) BPA 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. BPA shall give such Information at least such protection as BPA gives its own information and data of the same general type, but in no event less than reasonable protection. BPA shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. BPA shall not disclose the Contractor's Information to any person other than those of BPA'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). BPA 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 BPA itself is required to give such Information under this contract. BPA'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 BPA;
  - (2) has been made known to BPA by a third party in accordance with such third party's legal rights without any restriction on disclosure;
  - (3) was in the possession of BPA 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) BPA is required by law to disclose, or is subject to FOIA;

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(5) has been independently developed by BPA from information not defined as "Information" in this contract;  
or

(6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).

(c) BPA 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.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)  
(SEP 98)(BPI 23.2)(BPI 17.4.1.1)**

The contractor shall hold BPA harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

**BANKRUPTCY (14-18)  
(OCT 05)(BPI 14.19.1)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the 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.

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)  
(OCT 14) (BPI 10.1.7.3)**

(a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).

(b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.

(c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

(d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**SUBCONTRACTS (14-7)**  
**(SEP 98)(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. BPA 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.

**CONTRACTOR COMPLIANCE WITH BPA POLICIES (15-4)**  
**(FEB 2016)(BPI 15.3.1.1)**

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

- (1) BPA Smoking Policy (BPAM 165),
- (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on BPA 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 (BPA Security Standards Manual, Chapter 200-3),
- (6) Information Protection (BPA Security Standards Manual, Chapter 300-2),
- (7) Cyber Security Program (BPA Policy 434-1),
- (8) Business Use of BPA Technology Services (BPAM Chapter 1110),
- (9) Prohibition on soliciting or receiving donations for a political campaign while on federal property ([18 U.S.C. § 607](#)),
- (10) Guidance on Violence and Threatening Behavior in the Workplace ([DOE G 444-1-1](#)),
- (11) Inspection of persons, personal property and vehicles ([41 CFR § 102-74.370](#)),
- (12) Preservation of property ([41 CFR § 102-74.380](#)),
- (13) Compliance with Signs and Directions ([41 CFR § 102-74.385](#)),
- (14) Disturbances ([41 CFR § 102-74.390](#)),
- (15) Gambling Prohibited ([41 CFR § 102-74.395](#)),
- (16) Soliciting, Vending and Debt Collection Prohibited ([41 CFR § 102-74.410](#)),
- (17) Posting and Distributing Materials ([41 CFR § 102-74.415](#))
- (18) Photographs for News, Advertising or Commercial Purposes ([41 CFR § 102-74.420](#)), and
- (19) [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.

## UNIT 3 – MASTER SCOPE OF WORK – ADDENDUM NO. 1

Mosaic451 was the subcontractor performing the work in BPA Contract 64601 and through this Master Contract, shall be the direct and sole party responsible for performance.

This Master Contract shall contractually support the continuation of CSOAC related services previously provided under BPA Contract 64601. In accordance with clause SCHEDULE OF PRICING (28-2), all requirements and services shall be detailed according to the Statement of Work for each Release and Schedule of Prices.

The general scope includes, but is not limited to:

- CSOAC operations managed staffing and related services
- Cyber Security operations consulting Services
- Cyber Security operations training Services

### ADDENDUM NO 1

Date of Addendum: \_JUNE 7, 2017

Reference No.: \_ Modification 02, Master Contract No. 72150

Title: CYBER SECURITY OPERATIONS AND ANALYSIS CENTER MANAGED STAFFING

**Objective:** Bonneville Power Administration, Cyber Security Operations Analysis Center (CSOAC) in conjunction with the Office of the Chief Information Security Officer (OCISO) has set into place a new security clearance requirement that all internal agency staff as well as Vendor Contract staff will need to comply with. This requirement is within scope of the current work outlined in the master. All Vendor Contractor staff members under assignment of Master Contract No. 72150 must obtain a "Q" (Top Secret) level clearance. Obtaining this clearance will allow the staff to actively access and analyze classified threat intelligence information within the CSOAC and OCISO offices as well as the classified COMSEC Vault-Type Room (VTR). Entrance to the Vault Room can only be granted by approval of the CISO and accompanied by a specific Department of Energy level security clearance.

**Requirement Definition:** Q Clearance (or Q-type clearance) is a United States Department of Energy (DOE) security clearance that is comparable to a United States Department of Defense Top Secret clearance with Sensitive Compartmentalized Information Access (TS-SCI). It is the most permissive clearance granted by the United States Government, acting as the sole means of access to the vast compartmentalization's Top Secret and Secret Restricted Data, and DOE "security" areas.

Typically, VTRs are used for the open storage of classified materials, equipment, and components up to an including Top Secret/Restricted Data (S/RD). In some instances, they may also be approved for processing, destroying, reproducing, transmitting or receiving, and conducting amplified discussions of classified information.

**The following are changes to the SOW:**

#### SCOPE OF ADDENDUM – Staffing Requirements

Due to the necessary interaction of Vendor Contract staff based onsite within the OCISO and CSOAC offices and their need to enter the classified "COMSEC Vault-Type Room (VTR)" for authorized work purposes, all Vendor Contract staff assigned to work under Master Contract No. 72150 will obtain "Q" (Top Secret) level clearances. The VTR is a Department of Energy - approved room having combination-locked doors and protection provided solely by DOE to include intrusion alarm system activated by any penetration of walls, floors, ceilings, or openings, or by motion in the room. Classified matters must be processed, discussed, handled, or stored in designated VTRs. DOE VTR must have security measures in place to detect and deter unauthorized persons from gaining access to the classified matter. This includes measures to prevent unauthorized persons from seeing or hearing classified information. Obtaining clearances will allow authorized staff to actively access and analyze classified threat intelligence information without disruption to the day to day operations.

**All redactions on this page are applied under 5 U.S.C. Sec. 552(b)(4), unless otherwise indicated.**

The COTR shall be responsible for monitoring compliance and requirement fulfillment of all Vendor Contract staff directly assigned to the CSOAC and OCISO offices under BPA Master Contract No. 72150. Thus, ensuring all BPA and DOE security clearance requirements are met prior to engagement of any assigned Vendor Contract staff.

## UNIT 4 – DEPARTMENT OF ENERGY ACQUISITION REGULATION SECURITY CONTRACT CLAUSES

DOE FAR Supplement: <http://farsite.hill.af.mil/VFDOEa.HTM>

### 952.204-2 Security.

As prescribed in 904.404(d)(1), the following clause shall be included in contracts entered into under section 31 (research assistance, 42 U.S.C. 2051), or section 41 (ownership and operation of production facilities, 42 U.S.C. 2061) of the Atomic Energy Act of 1954, and in other contracts and subcontracts which involve or are likely to involve classified information or special nuclear material:

#### Security Requirements (Aug. 2016)

(a) *Responsibility.* It is the Contractor's duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified matter (including documents, material and special nuclear material) which are in the Contractor's possession in connection with the performance of work under this contract against sabotage, espionage, loss or theft. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter or special nuclear material in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and classification levels and categories of matter proposed for retention, the reasons for the retention, and the proposed period of retention. If the retention is approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the classified matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

(b) *Regulations.* The Contractor agrees to comply with all security regulations and contract requirements of DOE as incorporated into the contract.

(c) *Definition of classified information.* The term *Classified Information* means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, *Classified National Security Information*, as amended, or prior executive orders, which is identified as *National Security Information*.

(d) *Definition of restricted data.* The term *Restricted Data* means all data concerning design, manufacture, or utilization of atomic weapons; production of special nuclear material; or use of special nuclear material in the production of energy, but excluding data declassified or removed from the Restricted Data category pursuant to 42 U.S.C. 2162 [Section 142, as amended, of the Atomic Energy Act of 1954].

(e) *Definition of formerly restricted data.* The term "*Formerly Restricted Data*" means information removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information—(1) Relates primarily to the military utilization of atomic weapons; and (2) can be adequately protected as National Security Information. However, such information is subject to the same restrictions on transmission to other countries or regional defense organizations that apply to Restricted Data.

(f) *Definition of national security information.* The term "*National Security Information*" means information that has been determined, pursuant to Executive Order 12958, *Classified National Security Information*, as amended, or any predecessor order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in documentary form.

(g) *Definition of special nuclear material.* The term "special nuclear material" means—(1) Plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which, pursuant to 42 U.S.C. 2071



**All redactions on this page are applied under 5 U.S.C. Sec. 552(b)(4), unless otherwise indicated.**

[section 51 as amended, of the Atomic Energy Act of 1954] has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.

(h) *Access authorizations of personnel.* (1) The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE's regulations and contract requirements applicable to the particular level and category of classified information or particular category of special nuclear material to which access is required.

(2) The Contractor must conduct a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.

(i) A review must—Verify an uncleared applicant's or uncleared employee's educational background, including any high school diploma obtained within the past five years, and degrees or diplomas granted by an institution of higher learning; contact listed employers for the last three years and listed personal references; conduct local law enforcement checks when such checks are not prohibited by state or local law or regulation and when the uncleared applicant or uncleared employee resides in the jurisdiction where the Contractor is located; and conduct a credit check and other checks as appropriate.

(ii) Contractor reviews are not required for an applicant for DOE access authorization who possesses a current access authorization from DOE or another Federal agency, or whose access authorization may be reapproved without a federal background investigation pursuant to Executive Order 12968, Access to Classified Information (August 4, 1995), Sections 3.3(c) and (d).

(iii) In collecting and using this information to make a determination as to whether it is appropriate to select an uncleared applicant or uncleared employee to a position requiring an access authorization, the Contractor must comply with all applicable laws, regulations, and Executive Orders, including those—(A) Governing the processing and privacy of an individual's information, such as the Fair Credit Reporting Act, Americans with Disabilities Act (ADA), and Health Insurance Portability and Accountability Act; and (B) prohibiting discrimination in employment, such as under the ADA, Title VII and the Age Discrimination in Employment Act, including with respect to pre- and post-offer of employment disability related questioning.

(iv) In addition to a review, each candidate for a DOE access authorization must be tested to demonstrate the absence of any illegal drug, as defined in 10 CFR 707.4. All positions requiring access authorizations are deemed *testing designated positions* in accordance with 10 CFR part 707. All employees possessing access authorizations are subject to applicant, random or for cause testing for use of illegal drugs. DOE will not process candidates for a DOE access authorization unless their tests confirm the absence from their system of any illegal drug.

(v) When an uncleared applicant or uncleared employee receives an offer of employment for a position that requires a DOE access authorization, the Contractor shall not place that individual in such a position prior to the individual's receipt of a DOE access authorization, unless an approval has been obtained from the head of the cognizant local security office. If the individual is hired and placed in the position prior to receiving an access authorization, the uncleared employee may not be afforded access to classified information or matter or special nuclear material (in categories requiring access authorization) until an access authorization has been granted.

(vi) The Contractor must maintain a record of information concerning each uncleared applicant or uncleared employee who is selected for a position requiring an access authorization. Upon request only, the following information will be furnished to the head of the cognizant local DOE Security Office:

(A) The date(s) each Review was conducted;

(B) Each entity that provided information concerning the individual;

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(C) A certification that the review was conducted in accordance with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual's information collected during the review;

(D) A certification that all information collected during the review was reviewed and evaluated in accordance with the Contractor's personnel policies; and

(E) The results of the test for illegal drugs.

(i) *Criminal liability.* It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to protect any classified information, special nuclear material, or other Government property that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, or Subcontractors to criminal liability under the laws of the United States (see the Atomic Energy Act of 1954, 42 U.S.C. 2011 *et seq.*; 18 U.S.C. 793 and 794).

(j) *Foreign ownership, control, or influence.* (1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Standard Form (SF) 328, *Certificate Pertaining to Foreign Interests*, executed prior to award of this contract. The Contractor will submit the Foreign Ownership, Control or Influence (FOCI) information in the format directed by DOE. When completed the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice, shall also be furnished concurrently to the Contracting Officer.

(2) If a Contractor has changes involving foreign ownership, control, or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.

(3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control, or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to protect any classified information or special nuclear material.

(4) The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a foreign ownership, control, or influence situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to foreign ownership, control, or influence and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the foreign ownership, control, or influence problem.

(k) *Employment announcements.* When placing announcements seeking applicants for positions requiring access authorizations, the Contractor shall include in the written vacancy announcement, a notification to prospective applicants that reviews, and tests for the absence of any illegal drug as defined in 10 CFR 707.4, will be conducted by the employer and a background investigation by the Federal government may be required to obtain an access authorization prior to employment, and that subsequent reinvestigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR part 709, the announcement should also alert applicants that successful completion of a counterintelligence evaluation may include a counterintelligence-scope polygraph examination.

(l) *Flow down to subcontracts.* The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under its contract that will require subcontractor employees to possess access authorizations. Additionally, the Contractor must require such subcontractors to have an existing DOD or DOE facility clearance or submit a completed SF 328, *Certificate Pertaining to Foreign Interests*, as required in 48 CFR 952.204-73, Facility Clearance, and obtain a foreign ownership, control and influence determination and facility clearance prior to award of a subcontract. Information to be provided by a

**All redactions on this page are applied under 5 U.S.C. Sec. 552(b)(4), unless otherwise indicated.**

subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, subcontractor means any subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean subcontractor and the term "contract" shall mean subcontract.

**(End of clause)**

[74 FR 23124, May 18, 2009, as amended at 74 FR 36368, 36370, July 22, 2009; 76 FR 7694, Feb. 11, 2011; 81 FR 45978, July 15, 2016]

#### **952.204-70 Classification/Declassification.**

As prescribed in 904.404(d)(2), the following clause shall be included in all contracts which involve classified information:

#### **Classification/Declassification (SEP 1997)**

In the performance of work under this contract, the Contractor or subcontractor shall comply with all provisions of the Department of Energy's regulations and mandatory DOE directives which apply to work involving the classification and declassification of information, documents, or material. In this section, "information" means facts, data, or knowledge itself; "document" means the physical medium on or in which information is recorded; and "material" means a product or substance which contains or reveals information, regardless of its physical form or characteristics. Classified information is "Restricted Data" and "Formerly Restricted Data" (classified under the Atomic Energy Act of 1954, as amended) and "National Security Information" (classified under Executive Order 12958 or prior Executive Orders).

The original decision to classify or declassify information is considered an inherently Governmental function. For this reason, only Government personnel may serve as original classifiers, i.e., Federal Government Original Classifiers. Other personnel (Government or Contractor) may serve as derivative classifiers which involves making classification decisions based upon classification guidance which reflect decisions made by Federal Government Original Classifiers.

The Contractor or subcontractor shall ensure that any document or material that may contain classified information is reviewed by either a Federal Government or a Contractor Derivative Classifier in accordance with classification regulations including mandatory DOE directives and classification/declassification guidance furnished to the Contractor by the Department of Energy to determine whether it contains classified information prior to dissemination. For information which is not addressed in classification/declassification guidance, but whose sensitivity appears to warrant classification, the Contractor or subcontractor shall ensure that such information is reviewed by a Federal Government Original Classifier.

In addition, the Contractor or subcontractor shall ensure that existing classified documents (containing either Restricted Data or Formerly Restricted Data or National Security Information) which are in its possession or under its control are periodically reviewed by a Federal Government or Contractor Derivative Classifier in accordance with classification regulations, mandatory DOE directives and classification/declassification guidance furnished to the Contractor by the Department of Energy to determine if the documents are no longer appropriately classified. Priorities for declassification review of classified documents shall be based on the degree of public and researcher interest and the likelihood of declassification upon review. Documents which no longer contain classified information are to be declassified. Declassified documents then shall be reviewed to determine if they are publicly releasable. Documents which are declassified and determined to be publicly releasable are to be made available to the public in order to maximize the public's access to as much Government information as possible while minimizing security costs.

The Contractor or subcontractor shall insert this clause in any subcontract which involves or may involve access to classified information.

**(End of clause)**

### 952.204-73 Facility clearance.

As prescribed in 904.404(d)(5), insert the following provision in all solicitations which require the use of Standard Form 328, Certificate Pertaining to Foreign Interests, for contracts or subcontracts subject to the provisions of 904.70:

#### Facility Clearance (AUG 2016)

##### Notices

Section 2536 of title 10, United States Code, prohibits the award of a contract under a national security program to an entity controlled by a foreign government if it is necessary for that entity to be given access to information in a proscribed category of information in order to perform the contract unless a waiver is granted by the Secretary of Energy. In addition, a Facility Clearance and foreign ownership, control and influence (FOCI) information are required when the contract or subcontract to be awarded is expected to require employees to have access authorizations.

Offerors who have either a Department of Defense or a Department of Energy Facility Clearance generally need not resubmit the following foreign ownership information unless specifically requested to do so. Instead, provide your DOE Facility Clearance code or your DOD assigned commercial and government entity (CAGE) code. If uncertain, consult the office which issued this solicitation.

(a) *Use of Certificate Pertaining to Foreign Interests, Standard Form 328.* (1) The contract work anticipated by this solicitation will require access to classified information or special nuclear material. Such access will require a Facility Clearance for the Contractor's organization and access authorizations (security clearances) for Contractor personnel working with the classified information or special nuclear material. To obtain a Facility Clearance the Contractor must submit the Standard Form 328, Certificate Pertaining to Foreign Interests, and all required supporting documents to form a complete Foreign Ownership, Control or Influence (FOCI) Package. The Contractor will submit the Foreign Ownership, Control or Influence (FOCI) information in the format directed by DOE. When completed the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer.

(2) Information submitted by the offeror in response to the Standard Form 328 will be used solely for the purposes of evaluating foreign ownership, control or influence and will be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.

(3) Following submission of a Standard Form 328 and prior to contract award, the Contractor shall immediately submit to the Contracting Officer written notification of any changes in the extent and nature of FOCI which could affect the offeror's answers to the questions in Standard Form 328. Following award of a contract, the Contractor must immediately submit to the cognizant security office written notification of any changes in the extent and nature of FOCI which could affect the offeror's answers to the questions in Standard Form 328. Notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice must also be furnished concurrently to the cognizant security office.

(b) *Definitions.* (1) *Foreign Interest* means any of the following—

(i) A foreign government, foreign government agency, or representative of a foreign government;

(ii) Any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country other than the United States or its possessions and trust territories; and

**All redactions on this page are applied under 5 U.S.C. Sec. 552(b)(4), unless otherwise indicated.**

(iii) Any person who is not a citizen or national of the United States.

(2) *Foreign Ownership, Control, or Influence (FOCI)* means the situation where the degree of ownership, control, or influence over a Contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or special nuclear material may result.

(c) *Facility Clearance* means an administrative determination that a facility is eligible to access, produce, use or store classified information, or special nuclear material. A Facility Clearance is based upon a determination that satisfactory safeguards and security measures are carried out for the activities being performed at the facility. It is DOE policy that all Contractors or Subcontractors requiring access authorizations be processed for a Facility Clearance at the level appropriate to the activities being performed under the contract. Approval for a Facility Clearance shall be based upon—

(1) A favorable foreign ownership, control, or influence (FOCI) determination based upon the Contractor's response to the ten questions in Standard Form 328 and any required, supporting data provided by the Contractor;

(2) A contract or proposed contract containing the appropriate security clauses;

(3) Approved safeguards and security plans which describe protective measures appropriate to the activities being performed at the facility;

(4) An established Reporting Identification Symbol code for the Nuclear Materials Management and Safeguards Reporting System if access to nuclear materials is involved;

(5) A survey conducted no more than 6 months before the Facility Clearance date, with a composite facility rating of satisfactory, if the facility is to possess classified matter or special nuclear material at its location;

(6) Appointment of a Facility Security Officer, who must possess or be in the process of obtaining an access authorization equivalent to the Facility Clearance; and, if applicable, appointment of a Materials Control and Accountability Representative; and

(7) Access authorizations for key management personnel who will be determined on a case-by-case basis, and must possess or be in the process of obtaining access authorizations equivalent to the level of the Facility Clearance.

(d) A Facility Clearance is required prior to the award of a contract requiring access to classified information and the granting of any access authorizations under a contract. Prior to award of a contract, the DOE must determine that award of the contract to the offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or special nuclear material in the performance of the contract. The Contracting Officer may require the offeror to submit such additional information as deemed pertinent to this determination.

(e) A Facility Clearance is required even for contracts that do not require the Contractor's corporate offices to receive, process, reproduce, store, transmit, or handle classified information or special nuclear material, but which require DOE access authorizations for the Contractor's employees to perform work at a DOE location. This type facility is identified as a non-possessing facility.

(f) Except as otherwise authorized in writing by the Contracting Officer, the provisions of any resulting contract must require that the Contractor insert provisions similar to the foregoing in all subcontracts and purchase orders. Any Subcontractors requiring access authorizations for access to classified information or special nuclear material shall be directed to provide responses to the questions in Standard Form 328, Certificate Pertaining to Foreign Interests, directly to the prime Contractor or the Contracting Officer for the prime contract.

**Notice to Offerors—Contents Review (Please Review Before Submitting)**

**All redactions on this page are applied under 5 U.S.C. Sec. 552(b)(4), unless otherwise indicated.**

Prior to submitting the Standard Form 328, required by paragraph (a)(1) of this clause, the offeror should review the FOCI submission to ensure that:

- (1) The Standard Form 328 has been signed and dated by an authorized official of the company;
- (2) If publicly owned, the Contractor's most recent annual report, and its most recent proxy statement for its annual meeting of stockholders have been attached; or, if privately owned, the audited, consolidated financial information for the most recently closed accounting year has been attached;
- (3) A copy of the company's articles of incorporation and an attested copy of the company's by-laws, or similar documents filed for the company's existence and management, and all amendments to those documents;
- (4) A list identifying the organization's owners, officers, directors, and executive personnel, including their names, social security numbers, citizenship, titles of all positions they hold within the organization, and what clearances, if any, they possess or are in the process of obtaining, and identification of the government agency(ies) that granted or will be granting those clearances; and
- (5) A summary FOCI data sheet.

Note: A FOCI submission must be attached for each tier parent organization (i.e. ultimate parent and any intervening levels of ownership). If any of these documents are missing, award of the contract cannot be completed.

**(End of provision)**

[67 FR 14877, Mar. 28, 2002, as amended at 74 FR 36368, 36370, 36378, July 22, 2009; 76 FR 7694, Feb. 11, 2011; 81 FR 45978, July 15, 2016]

UNITED STATES  
GOVERNMENT

RELEASE

All redactions on this page are applied under 5 U.S.C. Sec. 552(b)(4), unless otherwise indicated.

Mail Invoice To:

.See Page 2

Contract : 00072150  
Release : 00001  
Page : 1

Vendor:

MOSAIC451 FEDERAL SERVICES LLC  
3838 N CENTRAL AVE  
SUITE 2050  
PHOENIX AZ 85012

Please Direct Inquiries to:

KIM L. ODEN  
Title: CONTRACT SPECIALIST  
Phone: 503-230-4389

Attn: JENNIFER CALOVINI

Contract Title: CYBER SECURITY OPERATIONS AND ANALYSIS CENTER MANAGED STAFFING

Total Value :

\*\* NOT TO EXCEED \*\*

Pricing Method: FIRM FIXED PRICE

Payment Terms: %

Days Net 30

Performance Period: 03/31/16 - 03/30/18

(b) (6)

Contractor Signature

DAVID L. MULLIN

Printed Name/Title

3/23/2017

Date Signed

Digitally signed by MATTHEW  
DELONG

DN: c=US, o=U.S. Government,  
ou=Department of Energy,  
cn=MATTHEW DELONG,  
0.9.2342.19200300.100.1.1=890010  
00695130  
Date: 2017.03.22 14:54:04 -07'00'

Title : EXERCISE OPTION YEAR 1

Modification: 004

Modified Performance Period: - 03/30/18

Modification Value:

Pricing Method :



# MODIFICATION/REVISION CONTINUATION PAGE

PAGE 2 OF 3 PAGES

2

3

**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 CONTRACT MODIFICATION IS ISSUED PURSUANT TO: *(Specify authority)*  
**BPI Clause – 28-2 SCHEDULE OF PRICES**

**II. DESCRIPTION OF MODIFICATION/REVISION:**

**Contract No. 72150, Release No. 001, Modification No. 004**

The purpose of this modification is to exercise a pre-priced option year period of Release 001 in accordance with BPI Clauses 28-2 SCHEDULE OF PRICES and 7-2 PRICE ADJUSTMENT. This modification consists of a Signature Page and this Continuation Page.

This modification is issued to authorize the following:

- In accordance with the requirements of BPI Clause (7-2) this modification shall extend the performance period of Release 001 through March 30, 2018 identified as line 2.
- Funds are added in the firm fixed price amount of [REDACTED]. See below a conformed copy of the Schedule of Pricing in accordance with BPI Clauses (28-2) and (7-2) PRICE ADJUSTMENT. The fixed price of Option Year 1 is the result of an increase adjustment of 2.1 % (plus 1%) based on the December 2016 Consumer Price Index (CPI-U) for All Urban Consumers, all items 1982.84=100, as published by the U.S Bureau of Labor Statistics, Series ID: CUUR0000SA0 not seasonally adjusted. The final index applied to Option Year 1 rates within the 2015 - 2016 year range is 241.432. Rate change shall be initiated on the first day of the beginning of Option Year 1 and not before. See exact percentage CPI adjusted increase below.  
 Source: <http://data.bls.gov>.

YEAR	DEC 2015	DEC 2016
INDEX POINT	236.916	241.432
CPI INDEX ADJUSTMENT	.7%	2.1%

Line Item	Description	Qty	Unit	Price	Extended Price
1 (Base Year)	Full CSOAC Staffing and Performance as described in SOW (3/31/2016 through 3/30/2017)	12	Month	[REDACTED]	[REDACTED]
2 (Option Year 1 of 4)	Full CSOAC Staffing and Performance as described in SOW (3/31/2017 through 3/30/2018)	12	Month	[REDACTED]	[REDACTED]
3 (Option Year 2 of 4)	Full CSOAC Staffing and Performance as described in SOW (3/31/2018 through 3/30/2019)	12	Month	[REDACTED]	[REDACTED]
4 (Option Year 3 of 4)	Full CSOAC Staffing and Performance as described in SOW (3/31/2019 through 3/30/2020)	12	Month	[REDACTED]	[REDACTED]
5 (Option Year 4 of 4)	Full CSOAC Staffing and Performance as described in SOW (3/31/2020 through 3/30/2021)	12	Month	[REDACTED]	[REDACTED]



3. The Statement of Work remains unchanged.
4. Please reference the master, release and modification number on all invoices and send them via e-mail to Alicia Collier at [anccollier@bpa.gov](mailto:anccollier@bpa.gov).
5. Please submit all other contract matters via email to Contract Specialist, Kim Oden at [kloden@bpa.gov](mailto:kloden@bpa.gov).
6. All other terms of this Release and Master Contract 72150 remain the same and apply to this modification.

(END OF CONTINUATION SHEET)

UNITED STATES  
GOVERNMENT

RELEASE

Mail Invoice To:

.See Page 2

Contract : 00072150  
Release : 00001  
Page : 1

Vendor:

MOSAIC451 FEDERAL SERVICES LLC  
3838 N CENTRAL AVE  
SUITE 2050  
PHOENIX AZ 85012

Please Direct Inquiries to:

KIM L. ODEN  
Title: CONTRACT SPECIALIST  
Phone: 503-230-4389

Attn: Dave Mullin

Contract Title: CYBER SECURITY OPERATIONS AND ANALYSIS CENTER MANAGED STAFFING

Total Value : [REDACTED]  
Pricing Method: FIRM FIXED PRICE  
Performance Period: 03/31/16 - 03/30/18

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

(b) (6)

Contractor Signature  
DAVID L. MULLIN MANAGER MOSAIC451  
Printed Name/Title Federal Services, LLC  
7/19/2017  
Date Signed

BPA Contracting Officer  
Date Signed

Title : SCOPE INCREASE, ADD LABOR POSITIONS, ADD FUNDS  
Modification: 005  
Modified Performance Period: -  
Modification Value: [REDACTED]  
Pricing Method :



# RELEASE MODIFICATION/REVISION CONTINUATION PAGE

**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 CONTRACT MODIFICATION IS ISSUED PURSUANT TO: *(Specify authority)*  
BPI Clause : 28-6 CHANGES

**II. DESCRIPTION OF MODIFICATION/REVISION:**

**Master Contract No. 72150, Release 001, Modification No. 005**

The purpose of this modification is to make a within scope increase to the initial Statement of Work. As a result of these changes seven individual Labor positions will be added to the existing services outlined in the Statement of Work inclusive of position descriptions and work requirements. Funds to cover the cost of the additional positions will be added revising the Schedule of Prices. This modification consists of a Signature Page, this Continuation Page and a conformed copy of both the Statement of Work and the Schedule of Prices (Attachment 1).

This modification is issued to permit the following:

1. The Statement of Work is revised to incorporate the following changes to support personnel and associated services. The agreed upon changes are to commence on August 1, 2017 and continue through the end of the performance period. See specific Labor positions to be incorporated listed below:
  - Security Control Assessor
  - Cyber Security Program Support for Assessment Services
  - Forensics Services
  - Forensics Services
  - Cyber Security Program Support for Forensics Services
  - Cyber Security Reporting and Remediation Service
  - Cyber Security Program Support for Reporting and Remediation Services
  
2. See a revised Schedule of Prices attached reflecting the following changes:
  - Line Item 002 is revised to include the preceding number of positions, the exact number of staff positions added to the existing services via this modification, the quantity of eight (8) months within this current Option Year 1 period of performance to be impacted, the actual Unit Price and Extended Price depicting the financial impact of the increase in scope. Line Item 002 now illustrates the total annual price for Option Year 1 services under Release 001 at a price of [REDACTED]
  - Line items 3-5 (Pre-priced Option Years 2-4) have been revised to include the annual Unit and Extended Price of services inclusive of the seven (7) additional positions. See revised Schedule of Prices.
  
3. The price of Option Year 1 is increased by [REDACTED] 0, taking the price from [REDACTED] to [REDACTED]
  
4. The period of performance end date of March 31, 2018 remains unchanged.

5. Please reference the master, release and modification number on all invoices and send them via e-mail to Alicia Collier at [ancollier@bpa.gov](mailto:ancollier@bpa.gov).
6. Please submit all other contract matters via email to Contract Specialist, Kim Oden at [kloden@bpa.gov](mailto:kloden@bpa.gov).
7. Contracting Officer Matt DeLong who can be reached via email at [mldelong@bpa.gov](mailto:mldelong@bpa.gov).
8. All other terms of this release and Master Contract No. 72150 remain the same and apply to this modification.

(END OF CONTINUATION SHEET)

Bonneville Power Administration

# CONFORMED STATEMENT OF WORK - Managed Staffing Scope Increase

6/5/2017 v2.0

## UNIT X — STATEMENT OF WORK

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## PART A – GENERAL

### A.1 Goal of this contract

The goal of this contract is to increase scope and obtain a Managed Staffing Solution (MSS) for BPA’s Cyber Security organization. The Office of Cyber Security provides IT governance and information assurance through the BPA Cyber Security Program, which supports the security of BPA cyber resources and networks, and compliance with applicable federal laws, regulations, Department of Energy directives, and BPA policies. The Office of Cyber Security develops, implements, maintains and enforces BPA cyber security policies and standards. The Office of Cyber Security also develops and manages BPA programs to address information systems security assessment and accreditation, risk assessment, external reporting and liaising, continuous monitoring, security awareness and training, Critical Infrastructure Protection coordination, and incident management and investigations.

The four components of support are system and infrastructure assessments, forensics, remediation and reporting and programmatic support.

The Office of Cyber Security requires all MSSP Personnel to obtain and maintain a Department of Energy (DOE) “Q” security clearance.

### A.2 Definitions

BPA – Bonneville Power Administration  
CO – Contracting Officer  
COTR – Contracting Officer’s Technical Representative  
MSS – Managed Security Services  
MSSP – Managed Security Services Provider  
SOW – Statement of Work

### A.3 Location of Project

Services will be provided as a combination of remote and on-site work. The on-site work will be located primarily at 905 NE 11<sup>th</sup> Street, Portland, OR 97232 and Vancouver locations, including but not limited to: the Ross Complex and One Park Place 7600 NE 41<sup>st</sup> Street, Vancouver, WA 98662. There may be travel required to BPA facilities located in Washington, Oregon, and Idaho.

### A.4 BPA-Furnished Property and Services

BPA will provide the Managed Staffing Solution Provider (MSSP) with office working conditions to meet tasking objectives, for example: desks, computers and monitors, network access and access to tools (e.g. Splunk).

The following will apply:

- BPA thin client, laptop, desktop or appropriate hardware and software.
- myPC Access and Remote Access RSA token.
- The anticipated length of the contract will determine the time the BPA hardware equipment is in possession of the MSSP personnel.

- The thin client, laptop or desktop will have BPA approved software assigned to individual account; security controls pursuant to Federal Information Security Management Act (FISMA) will be installed on the laptop.
- Non-BPA devices, peripherals, mobile devices, storage devices, etc., are not allowed to be connected, installed or used on the BPA network.
- The MSSP and MSSP's personnel shall abide by Bonneville Power Administration Manual 1110 (BPAM 1110).
- Business use of BPA Information Technology Services Policy whenever using BPA equipment.
- BPAM 1110 can be found as an attachment to SOW. Failure to abide by these rules may result in termination of the contract and possible legal action by BPA.

The MSSP personnel will be required to take information security training to qualify for using a BPA thin client, laptop or desktop. Arrangements can be made for taking the courses on-line while at a BPA facility or through printed copies of the training materials. The following BPA required training courses will need to be completed on an annual basis (this list is subject to change):

- BPA Course 010964—Cyber Security/NERC CIP
- BPA Course 004217—Annual Security Refresher
- BPA Course 011556—Information Protection ALL BPA
- BPA Course 011595—Information Protection AdvUser
- BPA Course 011957—Information Governance Lifecycle Management (IGLM)

Upon completion of the contract, the MSSP personnel will return the BPA equipment to the Contracting Officer's Technical Representative (COTR) and or the system will be deactivated at the direction of the COTR.

All BPA information is expected to be shared with the MSSP on BPA premises and utilizing BPA information network(s). No BPA information is expected to be transmitted, stored or retained by the MSSP within their information networks. If BPA information becomes instantiated into the MSSP's information network, the need for additional security controls on the MSSP's networks will need to be addressed through the contract vehicle.

## A.5 Vendor-Furnished Property or Service

### 1. General:

The MSSP shall provide all services and property necessary in support of assignments under this agreement except those services and/or property specifically identified in section A.4 above. Specifically, the supplier will provide qualified personnel in the general job classifications listed in the introduction.

### 2. Mandatory IT MSSP Personnel Training:

The MSSP, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services. At its discretion, BPA may request that the supplier send its worker to training or a conference to improve the service provided to BPA.

At BPA's discretion, IT MSSP Personnel may be required to attend conferences; seminars or training.



### 3. Professional Licenses and Certifications:

MSSP shall ensure that all MSSP Personnel have and keep licenses and certifications current. MSSP is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.

## A.6 Work Inspection and Acceptance

The following are means by which to evaluate the performance of the MSSP while under contract:

- Adherence to requirements, as outlined in the SOW.
- Quality of deliverables and resources as compared to the descriptions provided within the vendor proposal; monthly meetings and reporting to BPA Cyber Security staff regarding performance.
- Ability to properly staff by way of regularly meeting the agreed upon staffing model (i.e.: on-time performance of staffers, full-shift coverage by number and role)
- Monthly meetings and reporting to BPA regarding performance.

## A.7 MSSP Personnel Evaluations

### 1. Performance:

All issues regarding performance will be addressed between the COTR and/or CO and the MSSP. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of MSSP Personnel. The MSSP is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.

### 2. Work Product:

In the event that BPA is dissatisfied with the results or work product achieved by particular MSSP Personnel, the COTR and/or CO and the supplier representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization MSSP Personnel performs their work may also be present.

### 3. Remedy:

The MSSP must remedy the unsatisfactory service. Such remedy may include the following: (1) removal (release) of worker from contract performance; (2) re-performance of work deemed unsatisfactory or (3) other actions that may be mutually agreed upon between BPA and the Supplier.

## A.8 MSSP Personnel Resignation or Termination Notification

The MSSP shall notify the COTR verbally, no more than four (4) hours after MSSP Personnel provides official notice of resignation or if the MSSP terminates personnel without BPA's prior knowledge. This action will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of MSSP Personnel, the Supplier shall coordinate with the COTR to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations.

The Supplier shall ensure the return of all BPA property and badges.

### A.9 MSSP On-Site Representative

1. The MSSP shall provide representative(s) responsible for managing the MSSP's employees while on-site at BPA. The number of representatives will be determined in conjunction with the COTR. MSSP representative(s) will meet with the COTR and/or the CO with regard to all on-site issues as they pertain to the MSSP.
2. The COTR or CO must be notified of all issues relating to MSSP employees.
3. The supplier representative will have full authority to act for the Supplier on all matters relating to daily management of their employees as required by this SOW.
4. The supplier representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the supplier representative shall be available after hours for extraordinary situations such as a MSSP Personnel's release. The supplier representative shall be responsible for ensuring that the COTR is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.
5. Supplier representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

## PART B – TECHNICAL APPROACH/TASKS

### B.1 General Scope

The MSS Provider (MSSP) will staff and manage the positions necessary to support system and infrastructure assessments, forensics, remediation and reporting, and program support for the following areas:

1. Security Control Assessor Services
2. Cyber Security Program Support for Assessment Services
3. Forensics Services
4. Cyber Security Program Support for Forensics Services
5. Cyber Security Reporting and Remediation Service
6. Cyber Security Program Support for Reporting and Remediation Services

The MSSP will scope the human capital requirements in terms of both number and experience, as well as provide for and sustain the agreed upon staffing levels throughout the life of the contract. The MSSP is also expected to deliver and maintain an Operations Manual documenting specific BPA-processes and industry best practices.

The MSS must have experience with the Department of Energy (DOE) Joint Cybersecurity Coordination Center (JC3) and National Nuclear Security Administration (NNSA) Information Assurance Response Center (IARC) as well as management and monitoring experience with other utilities.

## B.2 Specific Service and Staffing Requirements

### 1. Security Control Assessor Services:

The Security Control Assessor serves as a hands-on auditor who performs non-intrusive penetration testing and testing of IT security controls in support of the BPA IT Risk Management program, under the BPA Office of Cyber Assessment & Verification.

Provide technical input, recommendations and assistance with the implementation of both higher and granular-level cyber security approaches, methods and solutions that incorporate and maintain compliance to requirements resulting from laws, regulations, or Presidential directives. Develop / draft and recommend BPA management-approved testing plans; report results and recommendations.

In collaboration with the BPA manager and per established procedures, provide security incident handling, response and follow-up, including accurate, comprehensive applicable documentation.

Perform detailed and comprehensive security event and intrusion analysis. Track and report all security authorization activities as part of the implementation of federal information security management act (FISMA). Collect metrics on control testing activities; verify processes are clearly documented for all control assessors to follow.

Assist BPA management in drafting processes to implement, upgrade or monitor security measures for the protection of computer networks and information. With oversight and approval from the BPA manager, perform risk assessments and execute tests of data processing system to confirm functioning of data processing activities and security measures. Using BPA established guidelines and standards confer with users to discuss issues such as computer data access needs, security violations, and programming changes. Validate and document appropriate security controls are in place that will safeguard digital files and vital electronic infrastructure.

Assist BPA management in developing plans to safeguard computer files against accidental or unauthorized modification, destruction, or disclosure and to meet emergency data processing needs.

As requested by the BPA manager, train users and promote security awareness to verify system security and to improve server and network efficiency. Coordinate implementation of BPA management-approved computer system plans with establishment personnel and outside vendors.

Keep abreast of current and new security technologies and threats.

Identify the need or potential opportunity for changes based on new security technologies and threats; present recommendations and supportive data for consideration.

### 2. Cyber Security Program Support for Assessment Services

Provide support for monitoring and tracking agency executed contracts to verify compliance with the Federal Information Security Management Act (FISMA) and record in the appropriate Cyber Security database, with work product reviewed and accepted by BFTE. Provide recommendations for quality/cost/time standards, and assist BPA federal staff in developing, organizing, monitoring and refining Cyber Security invoicing processes. Provide support for monitoring, tracking and recording FISMA compliance of agency contractual agreements for external procurements between BPA and

outside vendors. Provide guidance and support on the requirements of Interconnection Security Agreements (ISA) between federal to federal and federal to commercial interconnected systems.

Maintain and report on organization metrics, including measurement and analysis of data for reporting.

Facilitate data analysis and document findings, including market/availability analysis and procurement documentation research/analysis to validate compliance with contract, to be reviewed and accepted by BFTE.

Review client and industry initiatives to verify Cyber Security training requirements. Assist other team members with the preparation and distribution of required cyber security training materials. Continuously monitor the current methodologies and provide recommendations for opportunities to improve. Work with the training department to track completions. Assist other team members with BPA's agency wide anti-phishing program. Provide support and monitor, track and plan phishing campaigns. Provide research support on real world phishing attacks and types of malware used. Assist with strategy planning to help the organization achieve targeted reduction numbers.

Plan and organize BPA's involvement in National Cyber Security Awareness Month during October. Serve as the point of contact between Public Affairs, Cyber Security, Facilities and outside speakers. Coordinate and execute activities, employee outreach, and agency wide communication.

Maintain tracking for Authority to Operate (ATO) and Risk Determination (RD). Update Workload tracking sheet. Monitor group email inbox and perform initial triage. Monitor group ticketing system (CRM) and perform initial triage. Review Technology Resource Requests (TRR) for potential cybersecurity impacts. Escalate as necessary. Monitor and maintain the assessment and authorization workflow and status tracking that support the security authorization process for the Cyber Security group. With oversight and approval from the BPA manager, develop the Project Management Office Integrated Handbook outlining how to perform the security authorization function as part of the System Life Cycle (SLC). Suggest improvements that, when approved and accepted by the JBC manager, are incorporated into the handbook.

Assist and guide other team members with utilization of Cyber SharePoint sites. Work closely with the assigned Cyber Security team members to analyze current organizational structure and collaborate on recommended design changes for Cyber Security SharePoint sites. Responsible for the following SharePoint tasks: Site administration; Creation of SharePoint pages; Content Development; Processing and work flow charts; and File Management.

Run Hyperion reports. Analyze reports, identify and correct potential errors such as dates and partial payments. Use report as tool to forward invoices electronically to Accounts Payable from electronic email box, subject to approval from the appropriate contract COTR. Use analytical skills to interpret reports and make invoice payment recommendations. Compile and maintain monthly, quarterly, and annual performance metrics, annual accomplishments, and actuals, as compared to forecasted data.

Prepare, maintain, review and provide reporting as requested.

### 3. Forensics Services

The primary purpose of this support service is to conduct computer forensic investigations, data recovery, and electronic discovery. The support will include a variety of tasks in support of BPA's

forensics program. Apply well known, substantiated and generally accepted principles in retrieving, recovering and preserving digital evidence. Collect, examine, and perform thorough technical analyses of computer-related evidence/information such as magnetic media storage devices (floppy disks, hard disks, magnetic tapes, optical disks, memory cards, magnetic strip cards, and the like). Use various forensic tools such as Encase or FTK to search for and prepare information and evidence. Search a wide range of digital devices and computers with various operating systems such as Windows, Linux and UNIX.

Retrieves, recovers, and preserves digital evidence. Uses various host based forensic tools such as Encase or FTK to search for and prepare information and evidence. Review operating practices and procedures to determine whether improvements can be made in areas such as workflow, reporting procedures, and/or expenditures.

Examines, and performs thorough technical analyses of computer-related evidence/information. Prepares accurate clear and comprehensive reports of findings which can be understood by non-technical personnel. Provides advice and guidance in implementing IT security policies and procedures in the development and operation of network systems. Interacts with other DOE organizations and other Federal agencies on forensics techniques to develop, implement, and coordinate forensics activities to protect systems and to monitor compliance. Manages multiple threat analysis sources and their integration and use in the enterprise incident response teams. Performs vulnerability research methodologies and sources. Maintains and supports all forensically related equipment and software.

Prepare accurate, clear and comprehensive reports of findings which can be understood by non-technical personnel. Support findings with a documented chain of facts and evidence, and ensure proper protection of evidence used in investigations. Maintain and support all forensically-related equipment and software. Manage case number generation and provide labels for physical evidence such as hard drives, memory cards, optical disks and the like. Communicate results of discussion, artifacts and recommendations.

#### **4. Cyber Security Program Support for Forensics Services**

Provides support for Forensics in retrieving, recovering, and preserves digital evidence. Uses various host based forensic tools such as Encase or FTK to search for and prepare information and evidence. Review operating practices and procedures to determine whether improvements can be made in areas such as workflow, reporting procedures, and/or expenditures.

Examines, and performs thorough technical analyses of computer-related evidence/information. Prepares accurate clear and comprehensive reports of findings which can be understood by non-technical personnel. Provides advice and guidance in implementing IT security policies and procedures in the development and operation of network systems. Interacts with other DOE organizations and other Federal agencies on forensics techniques to develop, implement, and coordinate forensics activities to protect systems and to monitor compliance. Manages multiple threat analysis sources and their integration and use in the enterprise incident response teams. Performs vulnerability research methodologies and sources. Maintains and supports all forensically related equipment and software.

Assist and guide other team members with utilization of Cyber SharePoint sites. Work closely with the assigned Cyber Security team members to analyze current organizational structure and collaborate on recommended design changes for Cyber Security SharePoint sites. Responsible for the following

SharePoint tasks: Site administration; Creation of SharePoint pages; Content Development; Processing and work flow charts; and File Management.

### 5. Cyber Security Reporting and Remediation Services

Serves as an IT specialist or remediator to perform assignments associated with the Information Security (INFOSEC) specialty area to plan and carry out difficult and complex INFOSEC assignments. Develops and manages BPA programs to address continuous monitoring, risk assessment, remediation tracking, external reporting and liaising, critical infrastructure protection coordination, and incident and investigations management.

Uses judgment, initiative, and resourcefulness in deviating from established methods to modify, adapt, and/or refine broader guidelines to resolve specific complex and/or intricate issues and problems; treat specific issues or problems; research trends and patterns; develop new standards, criteria, methods, and techniques; and propose new policies and practices.

Makes informed decisions that involve major uncertainties with regard to the most effective approach or methodology to be applied. Evaluates the impact of technological change, and conceives of solutions to highly complex technical issues. Presents, explains, and defends controversial issues; and persuade program managers and other decision-making officials with widely differing goals and interests to follow a recommended course of action consistent with established policies, objectives, and regulations. Ensures the application of appropriate security means to the assignment.

Develops, implements, and coordinates activities designed to ensure, protect, and restore IT systems, services, and capabilities. Monitors and evaluates systems' compliance with IT security requirements.

Provides advice and guidance in implementing IT security policies and procedures in the development and operation of network systems.

Evaluates, recommends the acquisition of, implements, and disseminates IT security tools, procedures, and practices to protect information assets.

Reviews independent assessments for external systems or networks operated on behalf of BPA, and recommends new or revised security measures and countermeasures based on the results of those reviews.

Evaluates new security technologies such as public key infrastructure certificates, secure cards, and biometrics. Recommends the purchase of IT security related software, and administers and monitors implementation.

Identifies and specifies information systems security requirements associated with migrations to new environments, and provides guidance in planning and implementing migration activities.

Develops specifications to ensure compliance with security requirements at the systems or LAN level.

Ensures proper protection of evidence used in assessments.

## 6. Cyber Security Program Support for Reporting and Remediation Services

Provides program support for the Reporting and Remediation group. Performs the BPA response to DOE, DHS, OMB, et.al. data calls. Coordinates the internal collection, correlation and reporting of information. Updates the Agency's metric reporting for Cyber Security in support of the Agency's major support initiatives.

Performs a variety of work involved in ensuring the confidentiality, integrity, and availability of systems, networks, and data through the planning, analysis, development, implementation, maintenance, and enhancement of information systems security programs, policies, procedures, controls, and tools. The incumbent may be involved in information systems security assessment, risk assessment, continuous monitoring, critical infrastructure protection coordination, and/or remediation management.

Assists with the development, implementation and coordination of activities designed to ensure, protect, and restore IT systems, services, and capabilities. Monitors and evaluates systems' compliance with IT security requirements.

Provides advice and guidance in implementing IT security policies and procedures in the development and operation of network systems. Evaluates, recommends the acquisition of, implements, and disseminates IT security tools, procedures, and practices to protect information assets.

Reviews independent assessments for external systems or networks operated on behalf of BPA, and recommends new or revised security measures and countermeasures based on the results of those reviews. Evaluates new security technologies such as public key infrastructure certificates, secure cards, and biometrics. Recommends the purchase of IT security related software, and administers and monitors implementation. Identifies and specifies information systems security requirements associated with migrations to new environments, and provides guidance in planning and implementing migration activities. Develops specifications to ensure compliance with security requirements at the systems or LAN level. Ensures proper protection of evidence used in assessments.

Assist and guide other team members with utilization of Cyber SharePoint sites. Work closely with the assigned Cyber Security team members to analyze current organizational structure and collaborate on recommended design changes for Cyber Security SharePoint sites. Responsible for the following SharePoint tasks: Site administration; Creation of SharePoint pages; Content Development; Processing and work flow charts; and File Management.

**ATTACHMENT 1 – CONFORMED SCHEDULE OF PRICES**

Line Item	Description	Qty	Unit	Price	Extended Price
1 (Base Year)	Full CSOAC Staffing and Performance as described in SOW (3/31/2016 through 3/30/2017)	12	Month		
2 (revised Option Year 1 of 4)	Full CSOAC Staffing and Performance as described in SOW Preceding Staff Count: 15 Coverage Period: 3/31/2017 through 3/30/2018 CPI Index Adjustment	12	Month		
	Supplementary Positions: 7 Coverage Period: 8/1/2017 through 3/30/2018	8	Month		
<b>Line Item 2 (with a staff count of 22) - Total Price</b>					
3 (revised Pre-priced Option Year 2 of 4)	Full CSOAC Staffing and Performance as described in SOW Staff Count: 22 Coverage Period: 3/31/2018 through 3/30/2019	12	Month		
4 (revised Pre-priced Option Year 3 of 4)	Full CSOAC Staffing and Performance as described in SOW Staff Count: 22 Coverage Period: 3/31/2019 through 3/30/2020	12	Month		
5 (revised Pre-priced Option Year 4 of 4)	Full CSOAC Staffing and Performance as described in SOW Staff Count: 22 Coverage Period: 3/31/2020 through 3/30/2021	12	Month		



UNITED STATES  
GOVERNMENT

RELEASE



All redactions on this page are applied under 5 U.S.C. Sec. 552(b)(4), unless otherwise indicated.

Mail Invoice To:

.See Page 2

Contract : 00072150  
Release : 00001  
Page : 1

Vendor:  
MOSAIC451 FEDERAL SERVICES LLC  
3838 N CENTRAL AVE  
SUITE 2050  
PHOENIX AZ 85012

Please Direct Inquiries to:  
KIM L. ODEN  
Title: CONTRACT SPECIALIST  
Phone: 503-230-4389

Attn: Dave Mullin

Contract Title: CYBER SECURITY OPERATIONS AND ANALYSIS CENTER MANAGED STAFFING

Total Value : [REDACTED]      \*\* NOT TO EXCEED \*\*  
Pricing Method: FIRM FIXED PRICE      Payment Terms: %      Days Net 30  
Performance Period: 03/31/16 - 03/31/19

(b) (6) [REDACTED]

<u>Contractor Signature</u> David L. Mullin, Manager, Mosaic451 Federal Services	<u>BPA Contracting Officer</u>
<u>Printed Name/Title</u> April 25, 2018	<u>Date Signed</u>
<u>Date Signed</u>	

Title : EXERCISE OPTION YEAR 2  
Modification: 006  
Modified Performance Period: [REDACTED] - 03/31/19  
Modification Value: [REDACTED]  
Pricing Method :



# MODIFICATION/REVISION CONTINUATION PAGE

PAGE OF PAGES

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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 CONTRACT MODIFICATION IS ISSUED PURSUANT TO: *(Specify authority)*  
**BPI Clause – 28-2 SCHEDULE OF PRICES**

**II. DESCRIPTION OF MODIFICATION/REVISION:**

**Contract No. 72150, Release No. 001, Modification No. 006**

The purpose of this modification is to exercise a pre-priced option year period of Release No.001 in accordance with BPI Clauses 28-2 SCHEDULE OF PRICES and 7-2 PRICE ADJUSTMENT. This modification consists of a Signature Page and this Continuation Page.

This modification is issued to authorize the following:

1. In accordance with the requirements of BPI Clause (7-2) this modification shall extend the performance period of Release No. 001 through March 30, 2019 identified as line 3.
2. Funds are added in the firm fixed price amount of [REDACTED] See below a conformed copy of the Schedule of Pricing in accordance with BPI Clauses (28-2) and (7-2) PRICE ADJUSTMENT. The fixed price of Option Year 2 is the result of an increase adjustment of 2.1 % (plus 1%) based on the December 2017 Consumer Price Index (CPI-U) for All Urban Consumers, all items 1982.84=100, as published by the U.S Bureau of Labor Statistics, Series ID: CUUR0000SA0 not seasonally adjusted. The final index applied to Option Year 2 rates within the 2016 - 2017 year range is 246.524. Rate change shall be initiated on the first day of the beginning of Option Year 2 and not before. See exact percentage CPI adjusted increase below. *Source: <http://data.bls.gov>.*

<b>YEAR</b>	<b>DEC 2016</b>	<b>DEC 2017</b>
<b>INDEX POINT</b>	241.432	246.524
<b>CPI INDEX ADJUSTMENT</b>	2.1%	2.1%

Line Item	Description	Qty	Unit	Price	Extended Price
1 (Base Year)	Full CSOAC Staffing and Performance as described in SOW (3/31/2016 through 3/30/2017)	12	Month		
2 (revised Option Year 1 of 4)	Full CSOAC Staffing and Performance as described in SOW				
	Preceding Staff Count: 15 Coverage Period: 3/31/2017 through 3/30/2018 CPI Index Adjustment	12	Month		324.52
	Supplementary Positions: 7 Coverage Period: 8/1/2017 through 3/30/2018	8	Month		
<b>Line Item 2 (with a staff count of 22) - Total Price</b>					
3 (revised Pre-priced Option Year 2 of 4)	Full CSOAC Staffing and Performance as described in SOW Staff Count: 22 Coverage Period: 3/31/2018 through 3/30/2019	12	Month		
4 (revised Pre-priced Option Year 3 of 4)	Full CSOAC Staffing and Performance as described in SOW Staff Count: 22 Coverage Period: 3/31/2019 through 3/30/2020	12	Month		
5 (revised Pre-priced Option Year 4 of 4)	Full CSOAC Staffing and Performance as described in SOW Staff Count: 22 Coverage Period: 3/31/2020 through 3/30/2021	12	Month		

3. The Statement of Work remains unchanged.
4. Please reference the master, release and modification number on all invoices and send them via e-mail to Alicia Collier at [ancollier@bpa.gov](mailto:ancollier@bpa.gov) with a Cc: to [BuyIT@bpa.gov](mailto:BuyIT@bpa.gov).
5. Please submit all other contract matters via email to Contract Specialist, Kim Oden at [kloden@bpa.gov](mailto:kloden@bpa.gov).
6. All other terms of this release and Master Contract No. 72150 remain in place and apply to this modification.

(END OF CONTINUATION SHEET)

UNITED STATES  
GOVERNMENT

Contract Release Modification



Mail Invoice To:

See Page 2

Contract : 00072150  
Release : 00001  
Page : 1

Vendor:

MOSAIC451 FEDERAL SERVICES LLC  
3838 N CENTRAL AVE  
SUITE 2050  
PHOENIX AZ 85012

Please Direct Inquiries to:

KIM L. ODEN  
Title: CONTRACT SPECIALIST  
Phone: 503-230-4389  
kloden@hpa.gov

Attn: Ray Ramella

Contract Title: CYBER SECURITY OPERATIONS AND ANALYSIS CENTER MANAGED STAFFING

Total Value : [REDACTED]  
Pricing Method: FIRM FIXED PRICE  
Performance Period: 03/31/16 - 03/30/20

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

(b) (6) [REDACTED]  
Contractor Signature  
Raymond V. Ramella, GM/Chief Counsel  
Printed Name/Title  
April 2, 2019  
Date Signed

[Signature]  
Digitally signed by JOSHUA  
KULAK  
Date: 2019.04.02 15:37:32  
-07'00'  
BPA Contracting Officer  
Date Signed

Title : EXERCISE OPTION YEAR 3  
Modification: 007  
Modified Performance Period: - 03/30/20  
Modification Value: [REDACTED]  
Pricing Method :



# MODIFICATION/REVISION CONTINUATION PAGE

PAGE OF PAGES

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3

**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 CONTRACT MODIFICATION IS ISSUED PURSUANT TO: *(Specify authority)*  
**Contract Clause – 28-6 CHANGES**

**II. DESCRIPTION OF MODIFICATION/REVISION:**

**Contract No. 72150, Release No. 001, Modification No. 007**

The purpose of this modification is to exercise a pre-priced option year period of Release No.001 in accordance with Contract Clauses 28-6 CHANGES and 7-2 PRICE ADJUSTMENT. This modification consists of a Signature Page and this Continuation Page.

This modification is issued to authorize the following:

1. In accordance with the provisions of Contract Clause (7-2) this modification shall extend the performance period of Release No. 001. Option Year 3 period of performance begins on 3/31/19 through to 3/30/20; identified in the Schedule of Prices as line 4.
2. Funds are added in the firm fixed price amount of [REDACTED]. See below a conformed copy of the Schedule of Prices in accordance with Contract Clauses (28-2) SCHEDULE OF PRICES and (7-2) PRICE ADJUSTMENT. The final fixed price of Option Year 3 is the result of an increase adjustment of the 2018 CPI Index 1.9 % based on the December 2018 Consumer Price Index (CPI-U) for All Urban Consumers, all items 1982.84=100, as published by the U.S Bureau of Labor Statistics, Series ID: CUUR0000SA0 not seasonally adjusted (plus 1%). The final index applied to Option Year 3 rates within the 2017 - 2018 year range is 251.233. Rate change shall be initiated on the first day of the beginning of Option Year 3 and not before. See exact percentage CPI adjusted increase below. Source: <https://data.bls.gov/pdq/SurveyOutputServlet>.

YEAR	DEC 2017	DEC 2018
<b>INDEX POINT</b>	246.524	251.233
<b>CPI INDEX ADJUSTMENT</b>	2.1%	1.9

3. The Statement of Work remains unchanged.
4. Mosaic451 Federal Services, LLC shall provide the services on a firm fixed price basis as set forth in the Schedule of Prices below in accordance of the Statement of Work of Release No. 001 and all subsequent modifications.

Line Item	Description	Qty	Unit	Price	Extended Price
1 (Base Year)	Full CSOAC Staffing and Performance as described in SOW (3/31/2016 through 3/30/2017)	12	Month		
2 (revised Option Year 1 of 4)	Full CSOAC Staffing and Performance as described in SOW				
	Preceding Staff Count: 15 Coverage Period: 3/31/2017 through 3/30/2018 CPI Index Adjustment	12	Month		
	Supplementary Positions: 7 Coverage Period: 8/1/2017 through 3/30/2018	8	Month		
<b>Line Item 2 (with a staff count of 22) - Total Price</b>					
3 (revised Pre-priced Option Year 2 of 4)	Full CSOAC Staffing and Performance as described in SOW Staff Count: 22 Coverage Period: 3/31/2018 through 3/30/2019	12	Month		
4 (revised Pre-priced Option Year 3 of 4)	Full CSOAC Staffing and Performance as described in SOW Staff Count: 22 Coverage Period: 3/31/2019 through 3/30/2020	12	Month		
5 (revised Pre-priced Option Year 4 of 4)	Full CSOAC Staffing and Performance as described in SOW Staff Count: 22 Coverage Period: 3/31/2020 through 3/30/2021	12	Month		

5. All invoices submitted shall reference the master, release and modification numbers and be sent via e-mail to Alicia Collier at [anccollier@bpa.gov](mailto:anccollier@bpa.gov) with a Cc: to [vlbauras@bpa.gov](mailto:vlbauras@bpa.gov)
6. Submit all contract matters via email to Contracting Officer, Kim Oden at the email address listed below.
7. Submit all work/service matters via email to Contracting Officer's Representative, Alicia Collier at the email address listed below.
8. This modification constitutes the total equitable adjustment for the changes described herein.
9. All terms and conditions of Master Contract No. 72150, Release No. 001 remain in place and apply to this modification.

BPA Contracting Officer (CO - modification level)	Kim Oden	503-230-4389	<a href="mailto:kloden@bpa.gov">kloden@bpa.gov</a>
BPA Contracting Officer's Representative (COR)	Alicia Collier	503-230-4485	<a href="mailto:anccollier@bpa.gov">anccollier@bpa.gov</a>
BPA Contracting Officer's Representative (backup)	Victoria Bauras	503-230-3390	<a href="mailto:vlbauras@bpa.gov">vlbauras@bpa.gov</a>
Mosaic451 Federal Services LLC (point of contact)	Ray Ramella	602-758-1451	<a href="mailto:ray.ramella@mosaic451.com">ray.ramella@mosaic451.com</a>

(END OF CONTINUATION SHEET)

**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- ... - C - 72150-001		2. Amendment/Modification Number: M - 008	
3. Effective Date: 4/1/20	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Kim L. Oden, 503-230-4389	

**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 <input type="checkbox"/>	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"/>	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): 28-6 Changes and 7-2 Price Adjustment

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.)

The purpose of this modification is to exercise and revise the next available pre-priced option year period of Release No.001 under 72150; in accordance with Contract Clauses 28-6 CHANGES and 7-2 PRICE ADJUSTMENT.

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

13. Company Name:  
Mosaic451.com

14a. Name, Phone and Title of Signer: Raymond K. Ramella General Manager/Chief Counsel (602-758-1451)		15a. Name of Contracting Officer: Kim L. Oden	
14b. Contractor/Offeror  By: <u>Raymond K. Ramella</u> (Signature of person authorized to sign)	14c. Date Signed: April 8, 2020	15b. Signature of Contracting Officer  By: _____ (Signature of Contracting Officer)	15c. Date Signed:

**CONTINUATION SHEET (FORM 4220.51)**

**Contract No. 72150, Release No. 001, Modification No. 008**

The purpose of this modification is to exercise and revise the next available pre-priced option year period of Release No.001 in accordance with Contract Clauses 28-6 CHANGES and 7-2 PRICE ADJUSTMENT.

This modification is issued to authorize the following:

1. In accordance with the provisions of Contract Clause (28-6) CHANGES this modification shall extend the performance period of Release No. 001 by six (6) months. The performance period end date hereby changes from 3/31/20 to 9/30/20.
2. Mosaic451 Federal Services, LLC shall provide the services on a firm fixed price basis as set forth by Release No. 001, the Statement of Work of Release No. 001 and all subsequent modifications. Funds are added in the firm fixed price amount of [REDACTED]. See attached a conformed copy of the Schedule of Prices (identified in document B-F). The final fixed price of Option Year 4 is the result of an increase adjustment of the 2019 CPI Index 2.3 % based on the December 2019 Consumer Price Index (CPI-U) for All Urban Consumers, all items 1982.84=100, as published by the U.S Bureau of Labor Statistics, Series ID: CUUR0000SA0 not seasonally adjusted (plus 1%). The final index applied to Option Year 4 rates within the 2018 - 2019 year range is 256.974. Rate change shall be initiated on the first day of the beginning of Option Year 4 and not before. See exact percentage CPI adjusted increase below. Source: <https://data.bls.gov/cgi-bin/surveymost>

YEAR	DEC 2018	DEC 2019
INDEX POINT	251.233	256.974
CPI INDEX ADJUSTMENT	1.9	2.3

3. Deliverables shall be submitted for acceptance to the Contracting Officer’s Representative’s Alicia Collier. All invoices submitted shall reference the master, release and modification numbers and be sent via e-mail to Alicia Collier at [ancollier@bpa.gov](mailto:ancollier@bpa.gov) with a Cc: to [vlbauras@bpa.gov](mailto:vlbauras@bpa.gov).
4. Submit all contract matters via email to Contracting Officer, Kim Oden at the email address listed below.
5. Submit all work/service matters via email to Contracting Officer’s Representative, Alicia Collier at the email address listed below.
6. This modification constitutes the total equitable adjustment for the changes described herein.
7. All terms and conditions of Master Contract No. 72150, Release No. 001 remain in place and apply to this modification.

BPA Contracting Officer (CO - modification level)	Kim Oden	503-230-4389	<a href="mailto:kloden@bpa.gov">kloden@bpa.gov</a>
BPA Contracting Officer’s Representative (COR)	Alicia Collier	503-230-4485	<a href="mailto:ancollier@bpa.gov">ancollier@bpa.gov</a>
BPA Contracting Officer’s Representative (backup)	Victoria Bauras	503-230-3390	<a href="mailto:vlbauras@bpa.gov">vlbauras@bpa.gov</a>
Mosaic451 Federal Services LLC (point of contact)	Ray Ramella	602-758-1451	<a href="mailto:ray.ramella@mosaic451.com">ray.ramella@mosaic451.com</a>

(END OF CONTINUATION SHEET)



**B. CONFORMED SCHEDULE OF ITEMS/CONTINUATION PAGE**

Line Item No.	Description	Quantity	Unit	Unit Price	Amount
0005	IT Related Services: Full CSOAC Staffing and Performance as described in the SOW. Staff Count: 22 Pre-priced Option Year Period 4	6		[REDACTED]	[REDACTED]
			...		
			...		
			...		
			...		
			...		
			...		
TOTAL - Base Item(s)					[REDACTED]
					[REDACTED]
					[REDACTED]

**C. SUBMISSION OF INVOICES & CONTACT INFORMATION**

- 1. Invoices should be sent electronically to: ancollier@bpa.gov
- 2. Payment Terms: Net 30
- 3. Bonneville Contact Information:

**Bonneville Office:** 905 NE 11th Ave.  
**Attention:** Alicia Collier, JBC  
**Contact Email:** ancollier@bpa.gov

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- 4. Contractor Contact Information:

**Company Name:** Mosaic451.com  
**Attention:** Ray Ramella  
**Contact Email:** Ray.Ramella@mosaic451.com

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**D. DELIVERY INFORMATION**

Line Item No.	Period of Performance/ Delivery Date	Quantity	Unit	Delivery Terms	Ship to Address or Place of Performance
0005	Conformed 3/31/20 - 9/30/20	6	Month	n/a	905 NE 11th Ave Portland, OR 97232
			...	n/a	
			...	n/a	
			...	n/a	
			...	n/a	
			...	n/a	
			...	n/a	

**E. INSPECTION AND ACCEPTANCE TERMS**

All line item(s) in Section B will be inspected and accepted by the COR at the address specified in Section C unless otherwise stated in the table below.

Line Item No.	Inspection At/Inspection By	Acceptance At/Acceptance By	Additional Info
0005	Government Government	Government Government	n/a
	...	...	
	...	...	
	...	...	
	...	...	
	...	...	
	...	...	
	...	...	

**F. ATTACHMENTS**

	Description
F1	Statement of Work - N/A
F2	Contract Clauses - All terms and condition of 72150 and Release No. 001 apply to this modification
F3	Wage Determination - N/A
F4	Contract Attachments: N/A
F5	Solicitation Provisions & Attachments: N/A

**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- 21 - C - 72150-001		2. Amendment/Modification Number: M - 009	
3. Effective Date: 10/1/20	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Kim L. Oden, 503-230-4389, kloden@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 <input type="checkbox"/>	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"/>	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): Contract Changes Clause 28-6

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.)

The purpose of this modification is to add back two months of the agreed upon current Option Year 4 that was previously revised. New performance end date is 11/30/20.

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

13. Company Name:  
Mosaic451.

14a. Name, Phone and Title of Signer: Raymond Ramella, General Manager, 602-758-1451		15a. Name of Contracting Officer: Kim L. Oden	
14b. Contractor/Offeror  By: _____ (Signature of person authorized to sign)	14c. Date Signed:  09/30/2020	15b. Signature of Contracting Officer  By: _____ (Signature of Contracting Officer)	15c. Date Signed:

**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-28 -RFQ -86728		2. Amendment/Modification Number: M - 001	
3. Effective Date: 5/1/21	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Kim L. Oden, 503-230-4389, kloeden@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.)**

<input type="checkbox"/>	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"/>	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): 28-6 CHANGES

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.)

1. This modification increases the scope of work of Contract No.86728 and adds funds to cover 2 added positions under this contract. The resource count changes from 21 to 23. Two additional positions identified as Reporting and Remediation Analyst (JBB) are now hereby made part of the Schedule of Prices incorporated as Line Item No. 0002. See detailed Line Item Price List in the Official File for role, description and fixed hourly rate. See conformed Sheet B for illustrated changes.

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

13. Company Name:

Mosaic451, 3838 North Central Ave, Suite 2050, Phoenix, AZ 85012

14a. Name, Phone and Title of Signer:		15a. Name of Contracting Officer: Josh Kulak	
14b. Contractor/Offeror	14c. Date Signed:	15b. Signature of Contracting Officer	15c. Date Signed:
By: (b) (6) (Signature of person authorized to sign)	November 23, 2020	By: _____ (Signature of Contracting Officer)	

**B. CONFORMED SCHEDULE OF ITEMS/CONTINUATION PAGE**

Line Item No.	Description	Quantity	Unit	Unit Price	Amount
0005	IT Related Services: Full CSOAC Staffing and Performance as described in the SOW. Staff Count: 22 Pre-priced Option Year Period 4	6		[REDACTED]	[REDACTED]
			...		
			...		
			...		
			...		
			...		
			...		
TOTAL - Base Item(s)					
					[REDACTED]
					[REDACTED]

**C. SUBMISSION OF INVOICES & CONTACT INFORMATION**

- 1. Invoices should be sent electronically to: ancollier@bpa.gov
- 2. Payment Terms: Net 30
- 3. Bonneville Contact Information:

**Bonneville Office:** 905 NE 11th Ave.  
**Attention:** Alicia Collier, JBC  
**Contact Email:** ancollier@bpa.gov

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- 4. Contractor Contact Information:

**Company Name:** Mosaic 451  
**Attention:** Ray Ramella  
**Contact Email:** Ray.Ramella@mosaic451.com

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**D. DELIVERY INFORMATION**

Line Item No.	Period of Performance/ Delivery Date	Quantity	Unit	Delivery Terms	Ship to Address or Place of Performance
0001 - 0005	Conformed 3/31/16 - 11/30/20	56	Month	n/a	905 NE 11th Ave Portland, OR 97232
			...	n/a	
			...	n/a	
			...	n/a	
			...	n/a	
			...	n/a	
			...	n/a	

**E. INSPECTION AND ACCEPTANCE TERMS**

All line item(s) in Section B will be inspected and accepted by the COR at the address specified in Section C unless otherwise stated in the table below.

<b>Line Item No.</b>	<b>Inspection At/Inspection By</b>		<b>Acceptance At/Acceptance By</b>		<b>Additional Info</b>
0005	Government	Government	Government	Government	n/a
	...	...	...	...	
	...	...	...	...	
	...	...	...	...	
	...	...	...	...	
	...	...	...	...	
	...	...	...	...	

**F. ATTACHMENTS**

	<b>Description</b>
F1	Statement of Work - N/A
F2	Contract Clauses - All terms and condition of 72150 and Release No. 001 apply to this modification
F3	Wage Determination - N/A
F4	Contract Attachments: N/A
F5	Solicitation Provisions & Attachments: N/A



**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- 21 - B - 72150-001		2. Amendment/Modification Number: M - 011	
3. Effective Date: 12/1/20	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Kim L. Oden, 503-230-4389, kloden@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 <input type="checkbox"/>	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"/>	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): 28-6 CHANGES

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.)

The purpose of this modification is to add back funds to Release No. 001 in the amount of \$696,624.54 to cover the cost of a two month extension. Adjustments to cost and time is completed is within scope of the master and completed in support of previously adjusted Option Year 4 of Release No. 001.

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

13. Company Name:

Mosaic 451

14a. Name, Phone and Title of Signer: Raymond Ramella, General Manager, 602-758-1451		15a. Name of Contracting Officer: Josh Kulak	
14b. Contractor/Offeror By: (b) (6) (Signature of person authorized to sign)	14c. Date Signed: December 16, 2020	15b. Signature of Contracting Officer By: _____ (Signature of Contracting Officer)	15c. Date Signed:

**B. SCHEDULE OF ITEMS/CONTINUATION PAGE**

Line Item No.	Description	Quantity	Unit	Unit Price	Amount
0001	IT Related Services: Full CSOAC Staffing and Performance as described in the SOW. Coverage: 3/31/16 - 3/30/17 Base Year FFP	12	Month		
0002	IT Related Services: Full CSOAC Staffing and Performance as described in the SOW. Coverage: 3/31/17 - 3/30/18 Option Year 1 FFP	12	Month		
0003	IT Related Services: Full CSOAC Staffing and Performance as described in the SOW. Coverage: 3/31/18 - 3/30/19 Option Year 2 FFP	12	Month		
0004	IT Related Services: Full CSOAC Staffing and Performance as described in the SOW. Coverage: 3/31/19 - 3/30/20 Option Year 3 FFP	12	Month		
0005 (Revised)	IT Related Services: Full CSOAC Staffing and Performance as described in the SOW. Coverage: 3/31/20 - 1/31/21 Option Year 4 FFP	10	Month		
				<b>TOTAL - Base Items</b>	
				<b>TOTAL - All Items</b>	

**C. SUBMISSION OF INVOICES & CONTACT INFORMATION**

1. Invoices should be sent electronically to: [ancollier@bpa.gov](mailto:ancollier@bpa.gov)

2. Payment Terms: Net 30

3. Bonneville Contact Information:

Bonneville Office: 905 NE 11th Ave.  
 Attention: Alicia Collier, JBC  
 Contact Email: [ancollier@bpa.gov](mailto:ancollier@bpa.gov)

4. Contractor Contact Information:

Company Name: Mosaic 451  
 Attention: Ray Ramella  
 Contact Email: [Ray.Ramella@mosaic451.com](mailto:Ray.Ramella@mosaic451.com)

**D. DELIVERY INFORMATION**

<b>Line Item No.</b>	<b>Period of Performance/ Delivery Date</b>	<b>Quantity</b>	<b>Unit</b>	<b>Delivery Terms</b>	<b>Ship To Address or Place of Performance</b>
0001-0005	conformed 3/31/16-1/31/21	58.00	Month	Block 11	905 NE 11th Ave Portland, OR 97232

**Special Delivery Instructions:**

**E. INSPECTION AND ACCEPTANCE TERMS**

All line item(s) in Section B will be inspected and accepted by the COR at the address specified in Section C unless otherwise stated in the table below.

<b>Line Item No.</b>	<b>Inspection At/Inspection By</b>		<b>Acceptance At/Acceptance By</b>		<b>Additional Info</b>
0001-0005	Government	Government	Government	Government	N/A

**F. ATTACHMENTS**

	<b>Description</b>
F1	Statement of Work - N/A
F2	Contract Clauses - All terms and condition of 72150 and Release No. 001 apply to this modification
F3	Wage Determination - N/A
F4	Additional Attachments: N/A
F5	Solicitation Provisions - N/A

UNITED STATES  
GOVERNMENT

CONTRACT



Contract : 00080486  
Release :  
Page : 1

Vendor:

MOSAIC451 FEDERAL SERVICES LLC  
3838 N CENTRAL AVE  
SUITE 2050  
PHOENIX AZ 85012

Please Direct Inquiries to:

ERIN M. NOLAN  
Title: CONTRACT SPECIALIST  
Phone: 503-230-4397  
Fax :

Attn: MARVIN MOLINA

Contract Title: PALO ALTO FREE TRIAL AGREEMENT

Total Value :  
Pricing Method: NO FUNDS OBLIGATED  
Performance Period: 10/01/18 - 01/12/19

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

(b) (6)

Contractor Signature  
*Raymond K. Kamelle GM/Chief Counsel*  
Printed Name/Title  
*September 26, 2018*  
Date Signed

\_\_\_\_\_  
BPA Contracting Officer  
\_\_\_\_\_  
Date Signed

## FREE TRIAL AGREEMENT

### Bonneville Power Administration Agreement No. 80486 September 28, 2018

This Free Trial Agreement hereby authorizes the following:

1. This agreement is between Bonneville Power Administration (Bonneville) and Mosaic451 Federal Services, LLC (Contractor). The product(s) submitted by the contractor shall hereinafter be referred to as "equipment."
2. The trial program is referred to as "Free Trial Agreement." This trial allows Bonneville to test the contractor's solutions to ensure the equipment provides required functionality at no cost.
3. The trial period shall last for approximately October 12, 2018 through January 12, 2019, beginning once products are received and installed at Bonneville anticipated to begin October 12, 2018.
4. The Contractor hereby agrees to provide Bonneville the following:

CLIN	QTY.	MATERIAL ID	DESCRIPTION	UNIT
001	1	PA-5220	Palo Alto Networks PA-5220 Firewall	EA
002	1	PA-220	Palo Alto Networks PA-220 Firewall	EA

5. Bonneville shall use reasonable care with the equipment, but it shall not be liable for loss of or damage to the items during the trial use if such loss or damage results from defective equipment. Bonneville shall be responsible for costs of any damage resulting from non-normal operation or misuse of the merchandise.
6. Bonneville agrees to keep confidential and will not copy, in whole or in part, any of the technical data, materials, or other proprietary information furnished to it for use during the Free Trial.
7. There shall be no payment made from Bonneville to Contractor under this agreement. Each party shall pay its own expenses that may be incurred because of this trial. Contractor is responsible for all costs associated with delivery and return of the items.
8. At any time during the free trial evaluation period, Bonneville may return the items to the Contractor without explanation or obligation and at no cost to Bonneville.
9. The method of delivery or receipt of the equipment in this Free Trial Agreement will be coordinated with:
  - Ms. Jackie Quinn at [jlquinn@bpa.gov](mailto:jlquinn@bpa.gov) or 360-418-2355
10. Restriction on Commercial Advertising. The Contractor agrees that without the Bonneville Power Administration's (Bonneville's) 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.

11. Contract Administration Representatives: In the administration of this free trial, the Contracting Officer may be represented by Contracting Officer's Representative (COR) for technical matters. The COR is authorized to act on behalf of the Contracting Officer in all matters pertaining to this free trial, 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. The COR for this agreement is:

- Ms. Jackie Quinn at [jlquinn@bpa.gov](mailto:jlquinn@bpa.gov) or 360-418-2355

12. If this Free Trial Agreement results in the procurement of goods or services, the parties agree to execute a new agreement to include terms, conditions and pricing as negotiated by the parties.

13. This Agreement shall expire at the end of the trial period. Upon termination or expiration of This Agreement, Bonneville shall (i) promptly discontinue use of the equipment provided to it by Contractor, and (ii) ship back all equipment provided to it by Contractor (at Contractor's expense). Additionally, each party will return to the other party any information disclosed by such other party under this Agreement.

14. Use Address:  
Bonneville Power Administration  
5411 NE Hwy 99; JNN/Z992  
Vancouver, WA 98663

Shipping Address:  
Bonneville Power Administration  
Ross Complex  
Attn: Jackie Quinn, 360-418-2355  
3101 NE Minnehaha St  
Vancouver, WA 98663



PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT

Public reporting burden for this collection of information is estimated to average 30 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.

SOLICITATION/CONTRACT/ORDER NUMBER

1. Requisition Number (used only in COOP event):	2. Contract/Order Number: BPA- 21 - C - 86728	3. Effective Date: 02/01/2021
4. FSS Contract/Award Number:	5. Solicitation Number: BPA- ... - ... -	6. Date Solicitation Issued:

CONTACT INFORMATION

FOR INFORMATION CONTACT: ▶	7. Name of Contract Specialist: Kim L. Oden	8. Phone and Email: 503-230-4389	9. Offer Due Date/Pacific Time:
	10. Issued By: Bonneville Power Administration 905 NE 11th Ave, Portland, OR 97232	11. Freight Terms: N/A 12. Payment Terms: Net 30	
13. Email Invoices To: <a href="mailto:ancollier@bpa.gov">ancollier@bpa.gov</a>		14. Contract Type: <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Non-Commercial	
15. Pre-Proposal Site Tour or Conference Info:			
16. Offeror/Contractor Name and Address: Mosaic451 3838 North Central Ave, Suite 2050 Phoenix, AZ 85012		17. Offeror/Contractor Point of Contact Name, Phone and Email: Ray Ramella, Chief Operating Officer/General Counsel, 602-758-1451, <a href="mailto:ray.ramella@mosaic451.com">ray.ramella@mosaic451.com</a>	

SOLICITATION/CONTRACT/ORDER DETAILS (Attach continuation pages as necessary to list all items.)

18. Item Number	19. Description	20. Quantity	21. Unit	22. Unit Price	23. Amount
	See Sheets B-F		...		
			...		
			...		
			...		

24. Accounting and Appropriation Data (used only in COOP event):	25. Total Award Amount (b) (4)
--	--------------------------------

26. Contractor is <input checked="" type="checkbox"/> is not <input type="checkbox"/> required to sign this document and return this form via email to the Contracting Officer. Contractor agrees to furnish and deliver all items set forth or otherwise identified above and on any additional sheets subject to the terms and conditions specified herein.	27. Offer Dated: Your offer on this solicitation, specified in items: 18-23, including any additions or changes set forth herein, is accepted.
---	---

28a. Name and Title of Signer: Raymond K. Ramella -- Chief Operating Officer /General Counsel	29a. Name of Contracting Officer: Josh Kulak
28b. Signature of Contractor B. (b) (6) (Signature of person authorized to sign.)	28c. Date Signed: February 10, 2021
29b. Signature of Contracting Officer: By: _____ (Signature of Contracting Officer.)	29c. Date Signed:

**B. SCHEDULE OF ITEMS/CONTINUATION PAGE**

Line Item No.	Labor Classification/Title : Description	Quantity	Unit	Unit Price (Loaded)	Estimated Amount
<b>Contract Base Period 2/1/21 - 1/31/22</b>					
0001	IT Services, Non Personal : Full CSOAC Staffing and Performance as described in SOW FFP	12	Monthly		
<b>Contract Option Period One 2/1/22 - 1/31/23 (Base Year Total plus 3.25% Markup)</b>					
1001	IT Services, Non Personal : Full CSOAC Staffing and Performance as described in SOW FFP	12	Month		
<b>Contract Option Period Two 2/1/23 - 1/31/24 (Contract Option Period One Total plus 3.25% Markup)</b>					
2001	IT Services, Non Personal : Full CSOAC Staffing and Performance as described in SOW FFP	12	Month		
<b>Contract Option Period Three 2/1/24 - 1/31/25 (Contract Option Period Two Total plus 3.25% Markup)</b>					
3001	IT Services, Non Personal : Full CSOAC Staffing and Performance as described in SOW FFP	12	Month		
<b>Contract Option Period Four 2/1/25 - 1/31/26 (Contract Option Period Three Total plus 3.25% Markup)</b>					
4001	IT Services, Non Personal : Full CSOAC Staffing and Performance as described in SOW FFP	12	Month		
				<b>TOTAL - Base Items</b>	
				<b>TOTAL - All Items</b>	

**C. SUBMISSION OF INVOICES & CONTACT INFORMATION**

1. Invoices should be sent electronically to:

[ancollier@bpa.gov](mailto:ancollier@bpa.gov)

2. Payment Terms:

Net 30

3. Bonneville Contact Information:

Bonneville Office:  
Attention:  
Contact Email:

905 NE 11th Ave.  
Alicia Collier, JBC  
[ancollier@bpa.gov](mailto:ancollier@bpa.gov)

4. Contractor Contact Information:

Company Name:  
Attention:  
Contact Email:

Mosaic 451  
Ray Ramella  
[Ray.Ramella@mosaic451.com](mailto:Ray.Ramella@mosaic451.com)

**D. DELIVERY INFORMATION**

<b>Line Item No.</b>	<b>Period of Performance/ Delivery Date</b>	<b>Quantity</b>	<b>Unit</b>	<b>Delivery Terms</b>	<b>Ship To Address or Place of Performance</b>
0001	2/1/21 -1/31/22	12.00	Month	Block 11	905 NE 11th Ave Portland, OR 97232
1001	2/1/22 - 1/31/23	12.00	Month	Block 11	905 NE 11th Ave Portland, OR 97232
2001	2/1/23 - 1/31/24	12.00	Month	Block 11	905 NE 11th Ave Portland, OR 97232
3001	2/1/24 - 1/31/25	12.00	Month	Block 11	905 NE 11th Ave Portland, OR 97232
4001	2/1/25 - 1/31/26	12.00	Month	Block 11	905 NE 11th Ave Portland, OR 97232

**Special Delivery Instructions:**

**E. INSPECTION AND ACCEPTANCE TERMS**

All line item(s) in Section B will be inspected and accepted by the COR at the address specified in Section C unless otherwise stated in the table below.

Line Item No.	Inspection At/Inspection By		Acceptance At/Acceptance By		Additional Info
0001	Government	Government	Government	Government	
1001	Government	Government	Government	Government	
2001	Government	Government	Government	Government	
3001	Government	Government	Government	Government	
4001	Government	Government	Government	Government	

**F. ATTACHMENTS**

	<b>Description</b>
F1	Statement of Work - BPA SOW dated 11/5/20 v4.0
F2	Contract Clauses - 86728
F3	Wage Determination - N/A
F4	Additional Attachments: N/A
F5	Solicitation Provisions - N/A

Bonneville Power Administration

# STATEMENT OF WORK

## Cyber Security Managed Security Services Provider (MSSP)

11/10/2020 v4.0



## STATEMENT OF WORK

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## PART 1 – GENERAL

### 1.1 About BPA

The Bonneville Power Administration (BPA) is a federal agency headquartered in Portland, Oregon that markets wholesale electricity to the Pacific Northwest's public and private utilities and to some large industries. BPA provides about half the electricity used in the Northwest and operates over three-fourths of the region's high-voltage transmission.

While BPA is part of the Department of Energy, it is not tax-supported through government appropriations. Instead, BPA recovers all of its costs through sales of electricity and transmission and repays the U.S. Treasury in full with interest for any money it borrows. Because BPA markets energy and transmission at cost, BPA has traditionally provided some of the lowest cost electricity in the nation. This low-cost power has been a cornerstone of the Northwest economy, stimulating growth and new jobs. BPA also funds measures to protect and enhance fish and wildlife populations affected by hydropower development. In addition, the agency provides a number of public benefits including incentives for energy conservation programs and research and development of renewable resources and promising technologies, such as fuel cells. BPA also works with other federal agencies to coordinate operations of the Federal Columbia River Power System to ensure maximum efficiency in the system and minimum environmental impacts.

BPA's service territory covers all of Washington, Oregon, Idaho, and western Montana, as well as small contiguous portions of California, Nevada, Utah, Wyoming and eastern Montana. BPA has approximately 3,000 employees, located primarily in the states of Oregon and Washington. More information can be found at <http://www.bpa.gov>.

### 1.2 Goal of the Contract

The goal of this contract is provide a Managed Security Services (MSS) solution for BPA's Cyber Security organization. The Office of Cyber Security provides IT governance and information assurance through the BPA Cyber Security Program, which supports the security of BPA cyber resources and networks, and compliance with applicable federal laws, regulations, Department of Energy directives, and BPA policies. The Office of Cyber Security develops, implements, maintains and enforces BPA cyber security policies and standards. The Office of Cyber Security also develops and manages BPA programs to address information systems security assessment and accreditation, risk assessment, external reporting and liaising, continuous monitoring, security awareness and training, Critical Infrastructure Protection coordination, and incident management and investigations.

The Managed Security Services Provider (MSSP) will provide services for BPA's Cyber Security Operations Analysis Center (CSOAC), Cyber Security Operations Consulting Services and Cyber Security Operations Training Services.

The CSOAC's objective is monitoring, analyzing, preventing, mitigating and resolving cyber security threats, vulnerabilities and attacks on the BPA networks. The team supporting BPA will also be expected to maintain the existing Operations Manual, documenting specific BPA-processes and industry best practices in support of CSOAC's tasking.

The other non-CSOAC Mosaic employees are expected to create and/or maintain process and procedural documentation for their respective positions. This documentation will be at the direction of the manager for the organization the Mosaic employee is assigned to, with the COR included in the direction.

The Cyber Security Operations Consulting Services to include cyber security services in the areas of forensics, system and infrastructure assessments, remediation and reporting as well as programmatic support services.

The Office of Cyber Security requires all MSSP Personnel to obtain and maintain a Department of Energy (DOE) "L" security clearance.

### 1.3 Definitions

BPA – Bonneville Power Administration  
CO – Contracting Officer  
COR – Contracting Officer's Representative  
CSOAC – Cyber Security Operations Analysis Center  
KPI - Key Performance Indicators  
MSS – Managed Security Services  
MSSP – Managed Security Services Provider  
SOW – Statement of Work  
SIEM – Security Information Event Management  
SPLUNK – BPA's SIEM tool

### 1.4 Location of Project

Services will be provided as a combination of remote and on-site work. The on-site work will be located primarily at 905 NE 11<sup>th</sup> Street, Portland, OR 97232 and Vancouver locations, including but not limited to: the Ross Complex and One Park Place 7600 NE 41<sup>st</sup> Street, Vancouver, WA 98662. There may be travel required to BPA facilities located in Washington, Oregon, and Idaho.

### 1.5 BPA-Furnished Property and Services

BPA will provide the Managed Staffing Solution Provider (MSSP) with office working conditions to meet tasking objectives, for example: desks, computers and monitors, network access and access to tools (e.g. Splunk).

The following will apply:

- BPA thin client, laptop, desktop or appropriate hardware and software.
- myPC Access and PIV card reader clamshell or remote access RSA token.
- The anticipated length of the contract will determine the time the BPA hardware equipment is in possession of the MSSP personnel.
- The thin client, laptop or desktop will have BPA approved software assigned to individual account; security controls pursuant to Federal Information Security Management Act (FISMA) will be installed on the laptop.
- Non-BPA devices, peripherals, mobile devices, storage devices, etc., are not allowed to be connected, installed or used on the BPA network.

### 1.6 Information Protection

The data that will be provided to the vendor or the vendor is collecting on BPA's behalf, has a rating of **high** under the FIPS 199 Standards for Security Categorization of Federal Information and Information Systems.

As long as the vendor's employees only uses BPA computer systems in support of this work, no additional requirements are set for the vendor to achieve.

However, if the contract employees or the vendor as whole instantiates BPA information into the vendor's corporate logical or physical environment, the vendor will be responsible for the ensuring BPA's information is adequately protected.

Please see below for the level of protection and demonstration of proof that would be required:

The data is rated as a moderate. A **high** designation requires the vendor to provide protection of BPA data using the security controls as outlined in NIST 800-53rev4 or the ISO27001:2005/2013 security controls. This protection must be verified through an independent 3rd party audit against NIST 800-53rev4 or the ISO27001:2005/2013 security controls. The 3rd party audit must be completed yearly.

The vendor will be required to provide BPA with a date that they expect to have the audit performed and when BPA will receive the final report of the results of the audit. BPA will reserve the right to negotiate the timelines in the interest of protecting sensitive information.

All BPA information is expected to be shared with the MSSP on BPA premises and utilizing BPA information network(s). No BPA information is expected to be transmitted, stored or retained by the MSSP within their information networks. If BPA information becomes instantiated into the MSSP's information network, the need for additional security controls on the MSSP's networks will need to be addressed through the contract vehicle.

## 1.7 Badging

BPA facilities are secure and require a U.S. Government-issued badge for entry. Contractor resources involved with this project will be required to pass a background check before receiving their access badge.

- A. Description: Background Check & ID Badge (Required to start work) Timeframe: Within six (6) weeks after request (except in cases as noted below)
- B. Description: Remote System Access token or USB clamshell card reader Timeframe: Within two (2) weeks after request

## 1.8 Foreign Nationals

BPA is required to provide clearance for any Foreign National through the Personnel Security Office. This process, depending on the country of citizenship, can take up to 12 months or may be denied. Due to the time constraints of the project, it is in BPA's best interest that the technical team be comprised of U.S. citizens. The Contractor will notify BPA prior to the execution of the project of any Foreign Nationals working on the project. Foreign Nationals visiting any BPA location are required to submit copies of a visa, Resume, and if necessary other supporting documentation. If Foreign Nationals are working on BPA projects remotely, the Contractor shall report this information within 60 days of the project start date.

## 1.9 Staffing Expectations

The Managed Security Services Provider (MSSP) is expected to on-board their staff, provide sustained staffing to meet the needs of the CSOAC and cyber security operations services.

The MSSP should provide expert, real-time capabilities to correlate events and alerts from BPA source networks, as well as several preferred, external intelligence sites, in the pursuit of identifying, preventing and/or mitigating cyber-attacks on the BPA network. The MSSP should leverage Splunk's capabilities and their own experience to deliver incident tracking and reporting best-practice capabilities to a variety of stakeholders within the Agency. The MSSP should provide experienced Analysts, with increasing preference towards Federal, Energy and D.O.E. experience as well as generic SIEM, Splunk and Splunk with ESS experience.

CSOAC needs to have an 'Operations Manual' created and maintained by the MSSP, capturing the practices and responses both in place today and yet-to-be created for operating and managing a CSOAC.

The other cyber security operations services should also maintain processes and procedures for their areas.

The MSSP should also provide an on-site Splunk software 'expert' to help in the maintenance of the Splunk system and the future on-boarding of additional applications, remote sites and security zones. The provider will be expected to handle all personnel management tasks of the Analysts, Leads and Operators who support CSOAC under this contract.

## 2.0 BPA Required Training for Badged Contractors

BPA shall furnish a PIV card reader clamshell or RSA token and access to the BPA information network for the consultant. Access will be completed through the MyPC environment. No BPA information that should come under the vendor or subcontractor's control subject to FISMA controls may be taken offsite from BPA as a part of this contract and no electronic storage devices may be brought on BPA premises.

This interface requires multiple authentications that include the PIV card reader clamshell or RSA token, account and password. BPA will provide all necessary network accounts for remote access to be used in the ongoing support described in the scope of services.

The following shall apply:

- a) The Contractor personnel handling the information shall be issued a PIV card reader clamshell or RSA token, which shall be requested and managed by the COR.
- b) The COR and Contractor shall be responsible for coordinating account activation and permissions to shared folders on the BPA network.
- c) All information associated with the work performed under this contract shall be maintained in the BPA network environment. No BPA information shall be allowed to be transmitted, stored, and created, etc., on the Contractor's personal devices.
- d) The Contractor shall abide by Bonneville Power Administration Manual 1110 (BPAM 1110) Business use of BPA Information Technology Services Policy whenever using BPA equipment BPAM 1110 is available by request or at the following internal site, <http://internal.bpa.gov/Policy/Pages/BPAManual.aspx>. Failure to abide by these rules may result in termination of access, permission, the contract and possible legal action by BPA.
- e) The Contractor personnel shall be required to take information security training to qualify for using the BPA-provided PIV card reader clamshell or RSA Token and BPA network access. Arrangements shall be made for taking the courses online by accessing the following internal site (<http://internal.bpa.gov/EmployeeCenter/Training/Pages/RequiredTraining.aspx>), or through printed copies of the training materials.
- f) The following will need to be completed on an annual basis (this list is subject to change):
  - BPA Course 010964—Cyber Security/NERC CIP
  - BPA Course 004217—Annual Security Refresher
  - BPA Course 011556—Information Protection ALL BPA
  - BPA Course 011595—Information Protection AdvUser
  - BPA Course 011957—Information Governance Lifecycle Management (IGLM)
- g) The COR and consultant are responsible for tracking completed training and ensuring completion.
- h) Upon completion of the contract, the COR shall be responsible for suspending account access of the consultant to BPA networks. The Contractor personnel shall mail the RSA Token to the following address or return it to the COR if onsite:

Bonneville Power Administration  
ATTN: COR, Alicia Collier, JBC  
P.O. Box 3621  
Portland, OR 97208-3621

- i) The Contractor personnel shall be responsible for the safe-keeping of the BPA issued PIV card reader clamshell or RSA Token at all times. If the RSA Token is lost or compromised, the Contractor personnel shall immediately contact the COR.
- j) The Contractor personnel shall only utilize the PIV card reader clamshell or RSA token when conducting work directly related to the Statement of Work. Any other work is unauthorized.

## 2.1. Vendor-Furnished Property or Service

### A. General:

The MSSP shall provide all services and property necessary in support of assignments under this agreement except those services and/or property specifically identified in section A.4 above. Specifically, the supplier will provide qualified personnel in the general job classifications listed in the introduction.

### B. Mandatory IT MSSP Personnel Training:

The MSSP, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services. At its discretion, BPA may request that the supplier send its worker to training or a conference to improve the service provided to BPA.

### C. Professional Licenses and Certifications:

MSSP shall ensure that all MSSP Personnel have and keep any relevant/required licenses and certifications current. MSSP is wholly responsible for covering the expenses associated with maintaining any such licenses and certifications.

### D. Security Clearance:

- a) **Drug Tests:** Prior to BPA submitting an employee for an L Clearance, the MSSP will be required to pay for and submit the results of an employee's initial drug test to BPA's Personnel Security Office based on BPA's Human Resources and Personnel Security requirements. The MSSP will also be responsible to cover any future drug testing costs related to the L Clearance.
- b) **L Clearance:** MSSP employees are required to obtain and maintain a Department of Energy (DOE) "L" security clearance. If an employee is submitted for a clearance, but fails to work on the BPA contract less than one year from the date of the initial clearance paperwork submission, then the MSSP will reimburse BPA for the costs incurred.

## 1.9 Work Inspection and Acceptance

The following are means by which to evaluate the performance of the MSSP while under contract:

- Adherence to requirements, as outlined in the SOW.

- Quality of deliverables and resources as compared to the descriptions provided within the vendor proposal; monthly meetings and reporting to BPA Cyber Security staff regarding performance.
- Ability to properly staff by way of regularly meeting the agreed upon staffing model (i.e.: on-time performance of staffers, full-shift coverage by number and role)
- Monthly meetings and reporting to BPA regarding performance.

## 1.10 MSSP Personnel Evaluations

### A. Performance:

All issues regarding performance will be addressed between the COR and/or CO and the MSSP. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of MSSP Personnel. The MSSP is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.

### B. Work Product:

In the event that BPA is dissatisfied with the results or work product achieved by particular MSSP Personnel, the COR and/or CO and the supplier representative will meet and review the issue. The functional or organizational manager and/or BPA Team Lead in whose organization MSSP Personnel performs their work may also be present.

### C. Remedy:

The MSSP must remedy the unsatisfactory service. Such remedy may include the following: (1) removal (release) of worker from contract performance; (2) re-performance of work deemed unsatisfactory or (3) other actions that may be mutually agreed upon between BPA and the Supplier.

## 1.11 MSSP Personnel Resignation or Termination Notification

Per NERC CIP v5 the MSSP shall notify the COR verbally, no more than four (4) hours after MSSP Personnel provides official notice of resignation or if the MSSP terminates personnel without BPA's prior knowledge. This action will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of MSSP Personnel, the Supplier shall coordinate with the COR to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations.

The Supplier shall ensure the return of all BPA property (laptops, RSA Tokens, etc.) and badges.

## 1.12 MSSP On-Site Representative

The MSSP shall provide representative(s) responsible for managing the MSSP's employees while on-site at BPA. The number of representatives will be determined in conjunction with the COR. MSSP representative(s) will meet with the COR and/or the CO with regard to all on-site issues as they pertain to the MSSP.

The COR or CO must be notified of all issues relating to MSSP employees.

The supplier representative will have full authority to act for the Supplier on all matters relating to daily management of their employees as required by this SOW.

The supplier representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the supplier representative shall be available after hours for extraordinary situations such as a MSSP Personnel's release. The supplier representative shall be responsible for ensuring that the COR is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.

Supplier representatives shall provide their employees with payroll and personnel support, and manage performance of supplier employees.

## **PART 2 – TECHNICAL APPROACH/TASKS**

### **2.1 General Requirements**

The objective of this contract is to obtain a managed staffing solution for BPA's Cyber Security Operations Analysis Center (CSOAC), Cyber Security Operations Consulting Services. The managed staffing solution will scope the human capital requirements in terms of both number and experience, as well as provide for and sustain the agreed upon staffing levels throughout the life of the contract.

The MSSP will staff and manage the positions necessary to support the CSOAC, system and infrastructure assessments, forensics, remediation and reporting, and program support for the following areas:

1. CSOAC Staff (24x7 Team)
2. Cyber Security Splunk Software Expert Services
3. Cyber Security Control Assessor Services
4. Cyber Security Program Support for Assessment Services
5. Cyber Security Forensics Services
6. Cyber Security Program Support for Forensics Services
7. Cyber Security Reporting and Remediation Service
8. Cyber Security Program Support for Reporting and Remediation Services

The MSSP will scope the human capital requirements in terms of both number and experience, as well as provide for and sustain the agreed upon staffing levels throughout the life of the contract. The MSSP is also expected to deliver and maintain an Operations Manual documenting specific BPA-processes and industry best practices.

The MSS must have experience with the Department of Energy (DOE) Joint Cybersecurity Coordination Center (JC3) and National Nuclear Security Administration (NNSA) Information Assurance Response Center (IARC) as well as management and monitoring experience with other utilities. The MSS must have experience in obtaining or have a DOE (or other government) site clearance.

BPA recognizes 10 holidays annually: New Year's Day, Martin Luther King Jr's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day. The MSSP is also expected to recognize the BPA holidays and staff the CSOAC as appropriate as it is a 24x7 operation.

### **2.2 Specific Service and Staffing Requirements**

#### **1. CSOAC**

The CSOAC staff includes a manager, security analysts, and operations team members.

A centralized location has been constructed and furnished to house a team of CSOAC Analysts, who provide analysis, response and mitigation coverage around the clock – 24 hours a day, 7 days a week, and 365 days of the year.

The CSOAC is responsible for protecting networks, as well as web sites, applications, databases, servers and data centers, and other critical assets. The CSOAC will escalate to BPA's security team for the Senior/Lead Analyst role for the purpose of advanced, technical issues related to cyber threats or incident(s) during the standard business day.

#### A. CSOAC Manager:

This role is primarily a people asset Leader to support of the Technical Security operations team. This person will be working with the Cyber Analyst and Security operations development teammates on a day-to-day basis to meet the objectives of mission.

##### Responsibilities:

- Perform CSOAC high level reporting daily as to incident review, case opens, case closes and outstanding persistent threat.
- Advise, lead and adjust manpower to persistent high level threat as appropriate in 24 watch windows.
- Maintain clear operating budget in salary, travel, software and hardware expenses. Maintain capital planning with BPA leadership team to meet contract award objectives.
- Maintain and publish quarterly report on the health and development of infrastructure operations for core SIEM data models, data source types, storage and performance of hardware and software components of Forwarders, Indexers, Search Heads and Deployment Servers with Enterprise Security application.
- Responsible to insure the ongoing advancement of the 4 data sources -Log Data, Binary Data (Flow and PCAP), Context Data and Threat Intelligence Feeds into Splunk SIEM.
- Review of CSOAC operation Run Book monthly, to insure artifacts for change management are captured for maintenance windows.
- Review of Data Source type reports, and Test Bench in Security Operations.
- Lead and manage any case investigations that result in the consulting of federal authorities and nation state attacks.
- Manage and lead Cyber Analyst team for Security and Network infrastructure request's such as privileged access, Filter Change Rules, Access Control Lists, IP Space request, Patch Management, VA Scanners, Digital Certificates, SSL tear down, IDS/IPS Change rules, and Malware incident response across the BPA organization through integration of change management workflow with BPA ticket system to meet needs of CSOAC.

#### B. Cyber Security – Lead Analyst;

This position will work with a cross functional team of engineers and technologists to develop advanced analytical frameworks, tools and research methodologies in order to analyze emerging cyber threats which could pose a risk to BPA. The position will be responsible for analyzing the political, economic, social, and behavioral aspects of malicious cyber activity. Research will include the identification and analysis of security incidents using open source and internal sources to assess severity and identify responsible parties.

##### Responsibilities:

- Intelligence Monitoring and Analysis: mining existing threat research and external open sources for indicators of information security threats and analyzing such threats to provide actionable intelligence to appropriate BPA business stakeholders. This includes assessments of broad categories of cyber threats, and will also demand detailed investigations into the identities and activities of specific malicious actors. Responsible to insure the ongoing advancement of the 4 data sources of Log Data, Binary Data (Flow and PCAP), Context Data and Threat Intelligence Feeds into Splunk SIEM.
- Perform daily review of open source / unclassified and classified sources of cyber threat warnings, vulnerability announcements, from the DoD Information Assurance Vulnerability Management program, National Institute of Standards and Technology (NIST) National Vulnerability Database (NVD), SANS Institute and Internet Storm Center, security vendor



advisories, and other cyber security new media sources for information that may impact operations.

- Perform analysis and identify threats, vulnerabilities, or change to the level of risk associated with continued operations. Assess the level of threat associated with the circumstances and provide reporting to BPA senior leadership. Reporting shall include specific information and sources used in the analysis, summary information, threat content, and recommendations for managing, mitigating, or avoiding the risk associated with the threat.
- Lead development and refinement of threat indicator widgets for Cyber Security Senior Analyst and Cyber Analyst use in SIEM Dashboard. Work with security operations team members for help in any data source type integration for new Threat Widgets for SIEM dashboards and coordination with Cyber Operations development team.
- Coordinate and de-conflict threat analysis activities and reporting with existing CIRT and Vulnerability management program infrastructure.
- Maintain ongoing security operations run book for people, process and technology review.
- Briefing and Decision support: Provide specialist advice or interpretation of data via written reports, graphical representation of data-analysis, and presentations to give short-term and longer term trend assessments to help operational managers and teams establish future priorities. Work daily with Cyber Security Analyst team and Security operations Manager.

#### C. Cyber Security – Senior Analyst

The Cyber Security Senior Analyst is a key member of an enterprise-level team of security and compliance experts. This person is responsible for protection of the corporate infrastructure from infiltration or exfiltration as a part of the Cyber Security Operations and Analysis Center (CSOAC).

##### Responsibilities:

- Perform systems and network analysis of intrusions to the network infrastructure, applications, operating systems, firewalls, proxy devices, malware detection and more in a fast-paced environment using the SIEM tool.
- Responsible to insure the ongoing advancement of the 4 data sources of Log Data, Binary Data (Flow and PCAP), Context Data and Threat Intelligence Feeds into SIEM.
- Perform in-depth network security analysis and work with the CSOAC analyst team conducting preliminary incident response, event analysis and threat intelligence.
- Monitor information security alerts through the use of SEIM to respond, triage, and escalate as needed. Alerts include logs from firewalls, IDS, OS, Antivirus, web application firewalls, and web servers.
- Perform continual monitoring of the environment to an effort to locate and remediate unauthorized activity.
- Perform vulnerability scanning of the environment and analyze the results to assess risk to the organization and prioritize remediation efforts.
- Review security events that are detrimental to the overall security posture; analyze and detect sophisticated and nuanced attacks, discern false positives and provide results to management.
- Provide both strategic analysis and near real-time auditing, investigating, reporting, remediation, coordinating and tracking of security-related activities for customer. Investigate threats across data types across time, host or identity.
- Implement security device changes (firewalls, VPN,WAF, IDS/IPS, HIPS) that are within process change management workflow procedures.
- Analyze data and prepare reports that document vulnerabilities from network based attacks and recommends actions to prevent, repair or mitigate these vulnerabilities.

- Process intelligence from various information security sources and integrate with protection devices.
- Perform correlation of events from network, enterprise and host sensors into saved search for Cyber Analyst team to use.
- Perform advanced forensic case investigation of Binary data -PCAP, Flow data to appropriately identify threat details of notable events in Incident review SIEM ticket system.
- Make recommendations for threat indicator widgets for use in SIEM dashboard.
- Maintain ongoing security operations run book for people, process and technology review.

#### D. Cyber Security – Analyst

The Cyber Security Analyst is a key member of an enterprise-level team of security and compliance experts. This person is responsible for protection of the corporate infrastructure from infiltration or exfiltration.

##### Responsibilities:

- Perform systems and network analysis of intrusions to the network infrastructure, applications, operating systems, firewalls, proxy devices, malware detection and more in a fast-paced environment using the SIEM tool.
- Perform in-depth network security analysis and work with the CSOAC analyst team conducting preliminary incident response, event analysis and threat intelligence.
- Investigate threats across data types across time, host or identity and open up incident review cases on notable events.
- Monitor information security alerts through the use of SIEM to respond, triage, and escalate as needed. Alerts include logs from firewalls, IDS, OS, Antivirus, web application firewalls, and web servers. Capture notable events within the SIEM tool, for replay of saved search library and forensics investigation.
- Perform continual monitoring of the environment to an effort to locate and remediate unauthorized activity.
- Perform vulnerability scanning of the environment and analyze the results to assess risk to the organization and prioritize remediation efforts.
- Review security events that are detrimental to the overall security posture; analyze and detect sophisticated and nuanced attacks, discern false positives and provide results to management.
- Provide both strategic analysis and near real-time auditing, investigating, reporting, and remediation, for coordinating tracking of security-related activities for incident in SIEM.
- Make recommendations for threat indicator widgets for use in SIEM dashboard.
- Maintain ongoing security operations run book for people, process and technology review.

##### Example Baseline CSOAC Staffing Model:

Note: BPA REQUIREMENT: BPA will require a minimum of 2 analysts per shift.

Shift	Hours	Week Day	Hours Worked	Positions
S1	06:00-16:30	(T1) Sunday – Wednesday (T2) Wednesday - Saturday	40	(1.5) Analyst (0.5) Senior Analyst
S2	12:00 – 22:30	(T1) Sunday – Wednesday (T2) Wednesday - Saturday	40	(1) Analyst (1) Senior Analyst
S3	22:00 – 08:30	(T1) Sunday – Wednesday (T2) Wednesday – Saturday	40	(2) Analyst

Overlapping shifts and days allow time for shift turnover, meetings, and training time. The CSOAC manager typically works a standard full-time shift of 40-hours per week, Monday – Friday. The operations team members also typically work a standard 5-day workweek. These shifts to be customized per BPA requirements and as events warrant.

SAMPLE Onsite Staffing Model:

1. One (1) CSOAC Manager
2. Three (3) Cyber Security – Senior Analyst
3. Nine (9) Cyber Security – Analyst
4. One (1) Splunk Expert Consultant

## E. CSOAC Operations Manual

An operations team performs defined work. Work is defined in the operations manual. The operations manual is a living document that will be updated as necessary by the CSOAC team.

Major areas of focus will include:

### Capabilities

The operations manual will cover, at a minimum, the following capabilities:

- 24x7x365 real-time cyber-security monitoring, analysis

Real-time monitoring of critical systems, apply intelligence, aggregate, prioritize, target, communicate and escalate

- Extended monitoring of suspicious or “interesting” activity
- Perform in-depth analysis and Splunk-powered event correlation
- Perform long-term trending and threat analysis
- Clearly define escalation paths to BPA security resources filling Senior and Lead Analyst roles
- SIEM and Analysis tool administration
  - Routine maintenance and operations
    - Performance monitoring
    - Monitor functional operations of all components
  - Continuous development of new threat signatures, correlation rules, and automated detections, and on-going tuning of the existing signatures and rules, based on the BPA threat environment, the threat environment at-large, and intelligence from third part sources
  - Data tuning based on the changing BPA IT environment, and the threat environment
  - On-going development and refinement of custom displays, dashboards, and reports
- Provide Escalation, Notification, and Mitigation
  - Escalate security issues to BPA Senior and Lead Analysts
- Take point in execution of Incident Management processes
  - Develop solutions for confirmed event compromise with BPA security team
  - Coordinate, advise, and assist other departments with incident cleanup
  - Provide notifications and updates to appropriate entities during incidents
  - Provide the appropriate escalations during incidents based on incident procedures
- Work with BPA staff to create Key Performance Indicators (KPI) for CSOAC functionality and staff.
  - Definition, measurement and reporting on CSOAC KPI
- Reporting
- Ad-hoc and periodic reporting
  - CSOAC Performance Metrics

- Average Time to Identify
- Average Time to Solution
- Average Time to Mitigation
- Workload Metrics
  - Events Investigated
  - Events Escalated
  - Tickets opened/closed
- Provide risk-related data reporting and assessment of security posture and anomalies (Situational Awareness)
  - Type of threats encountered
  - Frequency of threats
  - Sources of threats
  - Effectiveness of Security Controls
  - Provide KPI / KPO reporting and metrics
- External Coordination

It is vital for a well-functioning security organization to be tuned into the current threat environment. This means being aware of current attack trends, new types of attacks, current targets and objectives, and the players behind the attacks. Therefore one responsibility of the CSOAC is to monitor and/or interact with other related organizations at the local, regional, and national level. Participating in, and developing relationships, with other cyber security groups, Computer Emergency Response Teams (CERTs), SOCs, and law enforcement agencies would not only keep the CSOAC well informed, but also provide a great deal of actionable information (intelligence) usable by the CSOAC.

- CSOAC Development
  - On-going training for CSOAC staff
  - Documentation and maintenance of CSOAC and Incident Response processes and procedures
  - Readiness training such as tabletop exercises, and red and blue team testing
- Provide Cyber-Security Expertise
  - Provide guidance to BPA IT division and BPA at-large
  - Represent CSOAC in IT architecture and implementation projects
- Manage Cyber-Security compliance with FERC and its mandatory CIP standards, including Establishing polices, plans and procedures to safeguard physical and electronic access to control systems
  - CIP compliance training for personnel
  - Custom reporting security incidents
  - Maintaining preparedness for recovering from a cyber incident
  - Assist, when possible, BPA security architects for CIPv3 and v4 implementation at BPA assets
  - Engineering work outside of the CSOAC and the process work associated with CIPv3 and v4 documentation and certification would require additional assets
- Support NERC audits and inquiries
- At BPA's election, either integrate to existing BPA ticketing system procedures or establish an independent system run by the CSOAC
  - Integrate into existing BPA change control procedures.
- Leverage existing BPA security technology and tools

- May include read-only access to existing BPA assets including, but not limited to: Firewalls, Host- and network-IPS/IDS systems, Routers, Load balancers, Proxies, Vulnerability scanners, Network taps, and Web application firewalls.
- Manage ongoing risk assessment to CIP standards, including
  - Identification of noncompliant systems, broken processes and potential or unresolved violations
  - SIEM tuning, automation and maintenance
- Initial security and network discovery for BPA
  - The first deliverable from the senior members of the BPA CSOAC team will be to perform a security and network discovery for BPA assets.

## 2. Security Control Assessor Services:

The Security Control Assessor serves as a hands-on auditor who performs non-intrusive penetration testing and testing of IT security controls in support of the BPA IT Risk Management program, under the BPA Office of Cyber Assessment & Verification.

Provide technical input, recommendations and assistance with the implementation of both higher and granular-level cyber security approaches, methods and solutions that incorporate and maintain compliance to requirements resulting from laws, regulations, or Presidential directives. Develop / draft and recommend BPA management-approved testing plans; report results and recommendations.

In collaboration with the BPA manager and per established procedures, provide security incident handling, response and follow-up, including accurate, comprehensive applicable documentation.

Perform detailed and comprehensive security event and intrusion analysis. Track and report all security authorization activities as part of the implementation of federal information security management act (FISMA). Collect metrics on control testing activities; verify processes are clearly documented for all control assessors to follow.

Assist BPA management in drafting processes to implement, upgrade or monitor security measures for the protection of computer networks and information. With oversight and approval from the BPA manager, perform risk assessments and execute tests of data processing system to confirm functioning of data processing activities and security measures. Using BPA established guidelines and standards confer with users to discuss issues such as computer data access needs, security violations, and programming changes. Validate and document appropriate security controls are in place that will safeguard digital files and vital electronic infrastructure.

Assist BPA management in developing plans to safeguard computer files against accidental or unauthorized modification, destruction, or disclosure and to meet emergency data processing needs.

As requested by the BPA manager, train users and promote security awareness to verify system security and to improve server and network efficiency. Coordinate implementation of BPA management-approved computer system plans with establishment personnel and outside vendors.

Keep abreast of current and new security technologies and threats.

Identify the need or potential opportunity for changes based on new security technologies and threats; present recommendations and supportive data for consideration.

## 3. Cyber Security Program Support for Assessment Services

Provide support for monitoring and tracking agency executed contracts to verify compliance with the Federal Information Security Management Act (FISMA) and record in the appropriate Cyber Security database, with work product reviewed and accepted by BFTE. Provide recommendations for

quality/cost/time standards, and assist BPA federal staff in developing, organizing, monitoring and refining Cyber Security invoicing processes. Provide support for monitoring, tracking and recording FISMA compliance of agency contractual agreements for external procurements between BPA and outside vendors. Provide guidance and support on the requirements of Interconnection Security Agreements (ISA) between federal to federal and federal to commercial interconnected systems.

Maintain and report on organization metrics, including measurement and analysis of data for reporting.

Facilitate data analysis and document findings, including market/availability analysis and procurement documentation research/analysis to validate compliance with contract, to be reviewed and accepted by BFTE.

Review client and industry initiatives to verify Cyber Security training requirements. Assist other team members with the preparation and distribution of required cyber security training materials. Continuously monitor the current methodologies and provide recommendations for opportunities to improve. Work with the training department to track completions. Assist other team members with BPA's agency wide anti-phishing program. Provide support and monitor, track and plan phishing campaigns. Provide research support on real world phishing attacks and types of malware used. Assist with strategy planning to help the organization achieve targeted reduction numbers.

Plan and organize BPA's involvement in National Cyber Security Awareness Month during October. Serve as the point of contact between Public Affairs, Cyber Security, Facilities and outside speakers. Coordinate and execute activities, employee outreach, and agency wide communication.

Maintain tracking for Authority to Operate (ATO) and Risk Determination (RD). Update Workload tracking sheet. Monitor group email inbox and perform initial triage. Monitor group ticketing system (CRM) and perform initial triage. Review Technology Resource Requests (TRR) for potential cybersecurity impacts. Escalate as necessary. Monitor and maintain the assessment and authorization workflow and status tracking that support the security authorization process for the Cyber Security group. With oversight and approval from the BPA manager, develop the Project Management Office Integrated Handbook outlining how to perform the security authorization function as part of the System Life Cycle (SLC). Suggest improvements that, when approved and accepted by the JBC manager, are incorporated into the handbook.

Assist and guide other team members with utilization of Cyber SharePoint sites. Work closely with the assigned Cyber Security team members to analyze current organizational structure and collaborate on recommended design changes for Cyber Security SharePoint sites. Responsible for the following SharePoint tasks: Site administration; Creation of SharePoint pages; Content Development; Processing and work flow charts; and File Management.

Compile and maintain monthly, quarterly, and annual performance metrics, annual accomplishments, and actuals, as compared to forecasted data.

Prepare, maintain, review and provide reporting as requested.

#### **4. Forensics Services**

The primary purpose of this support service is to conduct computer forensic investigations, data recovery, and electronic discovery. The support will include a variety of tasks in support of BPA's forensics program. Apply well known, substantiated and generally accepted principles in retrieving, recovering and preserving digital evidence. Collect, examine, and perform thorough technical analyses of computer-related evidence/information such as magnetic media storage devices (floppy disks, hard disks, magnetic tapes, optical disks, memory cards, magnetic strip cards, and the like). Use various forensic tools such as Encase or FTK to search for and prepare information and evidence. Search a wide range of digital devices and computers with various operating systems such as Windows, Linux and UNIX.

Retrieves, recovers, and preserves digital evidence. Uses various host based forensic tools such as Encase or FTK to search for and prepare information and evidence. Review operating practices and procedures to determine whether improvements can be made in areas such as workflow, reporting procedures, and/or expenditures.

Examines, and performs thorough technical analyses of computer-related evidence/information. Prepares accurate clear and comprehensive reports of findings which can be understood by non-technical personnel. Provides advice and guidance in implementing IT security policies and procedures in the development and operation of network systems. Interacts with other DOE organizations and other Federal agencies on forensics techniques to develop, implement, and coordinate forensics activities to protect systems and to monitor compliance. Manages multiple threat analysis sources and their integration and use in the enterprise incident response teams. Performs vulnerability research methodologies and sources. Maintains and supports all forensically related equipment and software.

Prepare accurate, clear and comprehensive reports of findings which can be understood by non-technical personnel. Support findings with a documented chain of facts and evidence, and ensure proper protection of evidence used in investigations. Maintain and support all forensically-related equipment and software. Manage case number generation and provide labels for physical evidence such as hard drives, memory cards, optical disks and the like. Communicate results of discussion, artifacts and recommendations.

#### **5. Cyber Security Program Support for Forensics Services**

Provides support for Forensics in retrieving, recovering, and preserves digital evidence. Uses various host based forensic tools such as Encase or FTK to search for and prepare information and evidence. Review operating practices and procedures to determine whether improvements can be made in areas such as workflow, reporting procedures, and/or expenditures.

Examines, and performs thorough technical analyses of computer-related evidence/information. Prepares accurate clear and comprehensive reports of findings which can be understood by non-technical personnel. Provides advice and guidance in implementing IT security policies and procedures in the development and operation of network systems. Interacts with other DOE organizations and other Federal agencies on forensics techniques to develop, implement, and coordinate forensics activities to protect systems and to monitor compliance. Manages multiple threat analysis sources and their integration and use in the enterprise incident response teams. Performs vulnerability research methodologies and sources. Maintains and supports all forensically related equipment and software.

Assist and guide other team members with utilization of Cyber SharePoint sites. Work closely with the assigned Cyber Security team members to analyze current organizational structure and collaborate on recommended design changes for Cyber Security SharePoint sites. Responsible for the following SharePoint tasks: Site administration; Creation of SharePoint pages; Content Development; Processing and work flow charts; and File Management.

#### **6. Cyber Security Reporting and Remediation Services**

Serves as an IT specialist or remediator to perform assignments associated with the Information Security (INFOSEC) specialty area to plan and carry out difficult and complex INFOSEC assignments. Develops and manages BPA programs to address continuous monitoring, risk assessment, remediation tracking, external reporting and liaising, critical infrastructure protection coordination, and incident and investigations management.

Uses judgment, initiative, and resourcefulness in deviating from established methods to modify, adapt, and/or refine broader guidelines to resolve specific complex and/or intricate issues and problems; treat specific issues or problems; research trends and patterns; develop new standards, criteria, methods, and techniques; and propose new policies and practices.

Makes informed decisions that involve major uncertainties with regard to the most effective approach or methodology to be applied. Evaluates the impact of technological change, and conceives of solutions to highly complex technical issues. Presents, explains, and defends controversial issues; and persuade program managers and other decision-making officials with widely differing goals and interests to follow a recommended course of action consistent with established policies, objectives, and regulations. Ensures the application of appropriate security means to the assignment.

Develops, implements, and coordinates activities designed to ensure, protect, and restore IT systems, services, and capabilities. Monitors and evaluates systems' compliance with IT security requirements.

Provides advice and guidance in implementing IT security policies and procedures in the development and operation of network systems.

Evaluates, recommends the acquisition of, implements, and disseminates IT security tools, procedures, and practices to protect information assets.

Reviews independent assessments for external systems or networks operated on behalf of BPA, and recommends new or revised security measures and countermeasures based on the results of those reviews.

Evaluates new security technologies such as public key infrastructure certificates, secure cards, and biometrics. Recommends the purchase of IT security related software, and administers and monitors implementation.

Identifies and specifies information systems security requirements associated with migrations to new environments, and provides guidance in planning and implementing migration activities.

Develops specifications to ensure compliance with security requirements at the systems or LAN level.

Ensures proper protection of evidence used in assessments.

## **7. Cyber Security Program Support for Reporting and Remediation Services**

Provides program support for the Reporting and Remediation group. Performs the BPA response to DOE, DHS, OMB, et.al. data calls. Coordinates the internal collection, correlation and reporting of information. Updates the Agency's metric reporting for Cyber Security in support of the Agency's major support initiatives.

Performs a variety of work involved in ensuring the confidentiality, integrity, and availability of systems, networks, and data through the planning, analysis, development, implementation, maintenance, and enhancement of information systems security programs, policies, procedures, controls, and tools. The incumbent may be involved in information systems security assessment, risk assessment, continuous monitoring, critical infrastructure protection coordination, and/or remediation management.

Assists with the development, implementation and coordination of activities designed to ensure, protect, and restore IT systems, services, and capabilities. Monitors and evaluates systems' compliance with IT security requirements.

Provides advice and guidance in implementing IT security policies and procedures in the development and operation of network systems. Evaluates, recommends the acquisition of, implements, and disseminates IT security tools, procedures, and practices to protect information assets.

Reviews independent assessments for external systems or networks operated on behalf of BPA, and recommends new or revised security measures and countermeasures based on the results of those reviews. Evaluates new security technologies such as public key infrastructure certificates, secure cards,



and biometrics. Recommends the purchase of IT security related software, and administers and monitors implementation. Identifies and specifies information systems security requirements associated with migrations to new environments, and provides guidance in planning and implementing migration activities. Develops specifications to ensure compliance with security requirements at the systems or LAN level. Ensures proper protection of evidence used in assessments.

Assist and guide other team members with utilization of Cyber SharePoint sites. Work closely with the assigned Cyber Security team members to analyze current organizational structure and collaborate on recommended design changes for Cyber Security SharePoint sites. Responsible for the following SharePoint tasks: Site administration; Creation of SharePoint pages; Content Development; Processing and work flow charts; and File Management.

## **PART 3 – INSPECTION AND ACCEPTANCE**

The following are means by which to evaluate the performance of the MSSP while under contract: Adherence to Deliverable milestones, as outlined above and to the extent that the ability to achieve those dates resides within the control of the vendor.

Quality of deliverables and resources as compared to the descriptions provided within the SOW.

Ability to properly staff the CSOAC and Cyber Security Consulting Services by way of regularly meeting the agreed upon staffing model (e.g. on-time performance of staffers, full-shift coverage by number and role.)

The Office of Cyber Security currently uses three metrics to track and measure performance of its capabilities within the Situation Domain (ES-C2M2):

- **ATI – Average Time to Identify:** The average time to detect security “concerns” (threats, vulnerabilities, events or attacks). This is reported on a monthly basis and includes all concerns for the previous month.
- **ATS – Average Time to Solution:** The average time to define a means of resolving the identified concern.
- **ATM – Average Time to Mitigation:** The average time per event that it takes the organization to implement the identified solution.

The on-site security team will meet monthly and quarterly targets for each of the first two metrics listed above (ATI, ATS). Targets may change over time with the perceived maturity of the CSOAC or in an effort to drive maturity of a solution that has greater scope than the current response capabilities of the Office of Cyber Security without both security analysts and Splunk.

BPA will monitor the tasks within this SOW through status updates, project milestones, and random audits of implementation as well as operations and management of solutions. The MSSP will ensure that proper planning and status meetings occur, meeting agendas and minutes are documented and stored in accordance with the BPA records management program. The MSSP will use BPA approved project management tools as necessary to ensure accurate tracking of milestones and deadlines.

The MSSP will provide status reports and briefings at the request of the BPA COR and/or the BPA Sponsor.

## CONTRACT CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following link.

### Bonneville Purchasing Instructions provisions and clauses:

<https://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>

- 28-3 Invoice (OCT 2014) (28.3.4(h))
- 28-4.1 Payment – Firm-Fixed-Price (FEB 2020) (28.3.4(i))
- 28-5.1 Inspection/Acceptance – Firm-Fixed-Price (MAR 2018) (28.3.4(k))
- 28-6 Changes (JUL 2013) (28.3.4(m))
- 28-7 Stop Work Order (MAR 2018) (28.3.4(n))
- 28-8 Force Majeure/Excusable Delay (JUL 2013) (28.3.4(o))
- 28-9.1 Termination for Cause – Firm-Fixed-Price (MAR 2018) (28.3.4(p))
- 28-10.1 Termination for Convenience – Firm-Fixed-Price (MAR 2018) (28.3.4(r))
- 28-11 Warranty (JUL 2013) (28.3.4(t))
- 28-12 Limitation of Liability (JUL 2013) (28.3.4(u))
- 28-13 Disputes (JUL 2013) (28.3.4(v))
- 28-14 Indemnification (MAR 2018) (28.3.4(w))
- 28-16 Title (MAR 2018) (28.3.4(z))
- 28-17 Taxes (JUL 2013) (28.3.4(aa))
- 28-18 Assignment (MAR 2018) (28.3.4(bb))
- 28-19 Other Compliances (JUL 2013) (28.3.4(cc))
- 28-20 Requirements Unique to Government Contracts – Services (FEB 2020) (28.3.4(dd))
- 28-22 Applicable Law (JUL 2013) (28.3.4(ff))
- 28-23 Internet Protocol Version (MAR 2018) (28.3.4(gg))
- 3-9 Restriction on Commercial Advertising (FEB 2020) (3.5.2)
- 4-2 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (FEB 2020) (4.10.3)
- 4-4 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (FEB 2020) (4.11.5(b))
- 5-1 Privacy Assurance (MAR 2018) (5.1.4(a))
- 5-2 Privacy Protection (MAR 2018) (5.1.4(b))
- 7-39 Option to Extend Services (FEB 2020) (7.9.8(f))
- 7-40 Option to Extend the Term of the Contract (FEB 2020) (7.9.8(g))
- 14-2 Contract Administration Representatives (MAR 2018) (14.1.5(b))
- 14-18 Bankruptcy (OCT 2005) (14.19.3)
- 14-19 Post Award Orientation (SEP 2007) (14.5.3.3)
- 14-21 Computer Fraud and Abuse Act (MAR 2018) (14.14.1)
- 14-26 Emergency Contingency Notice (FEB 2020) (14.24.2)
- 15-4 Contractor Compliance with Bonneville Policies (FEB 2020) (15.3.1.1(a))
- 15-12 Contractor Safety and Health (MAR 2018) (15.6.4.1(a))
- 15-13 Contractor Safety and Health Requirements (MAR 2018) (15.6.4.1(b))
  
- 15-15 Screening Requirements for Personnel Having Access to Bonneville Facilities (MAR 2018) (15.7.2.1)
- 15-16 Access to Bonneville Facilities and Computer Systems (MAR 2018) (15.8.3)
- 15-17 Information Assurance (MAR 2018) (15.9.4)
- 15-18 Homeland Security (MAR 2018) (15.10.3)
- 16-7 Work on a Government Installation (FEB 2020) (16.4.8.1)
- 17-22 Non-Disclosure During Contract Performance (MAR 2018) (17.6.2.2.2(b))
- 19-1 Bonneville-Furnished/Contractor-Acquired Property (MAR 2018) (19.4)

- 19-2 Bonneville Property Furnished “As Is” (MAR 2018) (19.7.1)
- 19-3 Contractor Use of Government-Owned Vehicles (MAR 2018) (19.8.1)
- 23-1 Continuity of Services (MAR 2018) (23.1.7(a))
- 23-3 Unauthorized Reproduction or Use of Computer Software (MAR 2018) (23.2.1)

## **CONTRACT CLAUSES INCORPORATED BY FULL TEXT**

### **CONTRACT – BASIC TERMS (28-1.1) (FEB 2020) (28.3.4(a))**

- (a) By signing the contract cover page, Bonneville and the Contractor agree, subject to the attached terms and conditions, that Contractor shall sell to Bonneville the items and/or services identified herein at the prices set forth in the Schedule of Items.
- (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.

### **KEY PERSONNEL (23-2) (SEP 1998) (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.

\_ Staff Roles Identified in Schedule of Prices (Sheet B)

### **ORDER OF PRECEDENCE (28-21) (FEB 2020) (28.3.4(ee))**

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

- (a) The Schedule of Items;
- (b) Contract clauses;
- (c) The specifications or statement of work; and
- (d) Other documents, exhibits, and attachments.

### **MINIMUM INSURANCE COVERAGE (16-8) (FEB 2020) (16.4.8.2)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract. The Contracting Officer shall check all that apply and insert amounts as they pertain to each individual contract.

- (a) Workers' compensation and employer's liability. Worker’s compensation and employer’s liability insurance as required by applicable Federal and State workers’ compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer’s liability section of the insurance policy, except when contract operations are so commingled with the Contractor’s commercial operations that it would not be practical to require this coverage. The employer’s liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers’ compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.

- (c) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (d) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (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.

## **PROVISIONS AND ADDITIONAL REQUIREMENTS**

### **CONTRACTOR SUPPLY CHAIN SECURITY CONTROLS (15-19) (OCT 2020)(15.11)**

- (a) The Contractor shall notify Bonneville in the event of and coordinate responses to Contractor-identified cyber security incidents related to the products or services provided to Bonneville that pose cyber security risk to Bonneville. Examples of such incidents could be, but are not limited to, disclosure of proprietary code repositories, private digital certificates, proprietary or personally-identifiable information (PII) of Bonneville, its employees, contractors, or partners, or compromise of Contractor user credentials related to products or services provided to Bonneville.
- (b) The Contractor shall provide information to Bonneville of known security vulnerabilities related to their products or services in accordance with NERC CIP-013 R1.2.4. This information shall include a method of disclosing known vulnerabilities, both past and present, with a clear explanation of how these vulnerabilities are currently addressed, and a method Bonneville may use for obtaining security vulnerability fixes, patches, and configuration or mitigation activities. The information provided should be brief, yet comprehensively outline the Contractor's capability to address any security vulnerabilities. If no known vulnerabilities exist, this should be clearly stated as such along with the Contractor's intended process or mechanism to support Bonneville's ability to address any such security vulnerabilities that may be discovered in future.
- (c) The Contractor shall ensure the integrity and authenticity (in accordance with NERC CIP-013 R1.2.5) of all software/firmware products, versions, and patches Bonneville may purchase from the Contractor.
- (d) The Contractor shall comply with Bonneville policy Managing Access and Access Revocation for NERC CIP Compliance (430-2).
- (e) The Contractor shall include this clause in all subcontracts.

### **CONTRACTOR ACCESS TO SUBSTATIONS**

- (a) The contractor shall have the necessary Bonneville access permissions to complete work within an energized facility. All the contractor's employees entering Bonneville energized facilities must obtain the appropriate level of permitting (Electrical Worker, Non-Electrical Worker, Restricted Electrical Worker or Access) OR be escorted by an appropriately permitted, qualified worker at all times. The permit requirements are outlined in "Bonneville Rules of Conduct Handbook: Policies and Procedures for Energized Access, Permits and Clearance Certification (Green Cross for Safety)" and require Bonneville badging (see contract clause "Access to Bonneville Facilities and Computer Systems (15-16)").

- (b) The contractor shall have an adequate number of permitted employees to complete the work, to escort unpermitted workers, and for safety watch. If the contractor cannot provide an adequate number of permitted employees, Bonneville may provide the service at Contractor's expense. If Bonneville is required to provide the service, the Contractor will be charged a daily rate based upon average cost for Bonneville to provide the service. However, Bonneville's inability to provide escorts and safety watchers does not constitute an excusable Delay of Work. The contractor is responsible for providing qualified, permitted workers.
- (c) Contractors are authorized to be only at locations and for purposes identified on the release.
- (d) Permitting Requirements: To obtain a permit, the contractor employee must complete a multiple step process that includes: submitting background information forms and fingerprints for badging; reading the Bonneville Rules of Conduct Handbook and passing an exam.
- (e) Additional Security Requirements: Primary on-site personnel (such as the job superintendents) shall obtain a Bonneville badge. The contractor shall adhere to all rules applicable to reporting security incidents, access to energized facilities, access to NERC CIP facilities and maintaining sensitive and classified information.
- (f) If work is to be performed in an energized substation, the Contractor's job superintendent and/or qualified electrical worker shall check in with the Substation Operator at the site pre-work meeting or during the pre-work phase of the contract to discuss scope of work and to review specific characteristics of each substation.
- (g) Energized Facility Keys (substation keys) shall be managed and protected in accordance with Bonneville Rules of Conduct Handbook. Contractor shall return all substation keys at the end of the work. If a key is lost, the Contractor must complete the appropriate Bonneville forms and will be charged \$1000. Bonneville Identification badges shall also be returned unless the contractor employee is immediately moving to a new Bonneville work location. The contractor will be charged \$1000 for lost badges. Charges for lost keys and/or lost badges will be deducted from the next or final payment due Contractor.
- (h) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will require unescorted access to Bonneville facilities.

#### **LIMITATION ON TRAVEL COSTS**

- (a) Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.
- (b) Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under the Bonneville Purchasing Instructions, Appendix 13, "Contract Cost Principles for Commercial Organizations". Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
- (c) Per Diem rates are available at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>

#### **DEPARTMENT OF ENERGY ACQUISITION REGULATION SECURITY SUPPLEMENTAL CONTRACT CLAUSES**

#### **DOE FAR SUPPLEMENT:**

## 952.204-2 Security.

As prescribed in 904.404(d)(1), the following clause shall be included in contracts entered into under section 31 (research assistance, 42 U.S.C. 2051), or section 41 (ownership and operation of production facilities, 42 U.S.C. 2061) of the Atomic Energy Act of 1954, and in other contracts and subcontracts which involve or are likely to involve classified information or special nuclear material:

### Security Requirements (Aug. 2016)

(a) *Responsibility.* It is the Contractor's duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified matter (including documents, material and special nuclear material) which are in the Contractor's possession in connection with the performance of work under this contract against sabotage, espionage, loss or theft. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter or special nuclear material in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and classification levels and categories of matter proposed for retention, the reasons for the retention, and the proposed period of retention. If the retention is approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the classified matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

(b) *Regulations.* The Contractor agrees to comply with all security regulations and contract requirements of DOE as incorporated into the contract.

(c) *Definition of classified information.* The term *Classified Information* means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, *Classified National Security Information*, as amended, or prior executive orders, which is identified as *National Security Information*.

(d) *Definition of restricted data.* The term *Restricted Data* means all data concerning design, manufacture, or utilization of atomic weapons; production of special nuclear material; or use of special nuclear material in the production of energy, but excluding data declassified or removed from the Restricted Data category pursuant to 42 U.S.C. 2162 [Section 142, as amended, of the Atomic Energy Act of 1954].

(e) *Definition of formerly restricted data.* The term "*Formerly Restricted Data*" means information removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information—(1) Relates primarily to the military utilization of atomic weapons; and (2) can be adequately protected as National Security Information. However, such information is subject to the same restrictions on transmission to other countries or regional defense organizations that apply to Restricted Data.

(f) *Definition of national security information.* The term "*National Security Information*" means information that has been determined, pursuant to Executive Order 12958, *Classified National Security Information*, as amended, or any predecessor order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in documentary form.

(g) *Definition of special nuclear material.* The term "special nuclear material" means—(1) Plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which, pursuant to 42 U.S.C. 2071 [section 51 as amended, of the Atomic Energy Act of 1954] has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.

(h) *Access authorizations of personnel.* (1) The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE's regulations and contract requirements applicable to the particular level and category of classified information or particular category of special nuclear material to which access is required.

(2) The Contractor must conduct a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.

(i) A review must—Verify an uncleared applicant's or uncleared employee's educational background, including any high school diploma obtained within the past five years, and degrees or diplomas granted by an institution of higher learning; contact listed employers for the last three years and listed personal references; conduct local law enforcement checks when such checks are not prohibited by state or local law or regulation and when the uncleared applicant or uncleared employee resides in the jurisdiction where the Contractor is located; and conduct a credit check and other checks as appropriate.

(ii) Contractor reviews are not required for an applicant for DOE access authorization who possesses a current access authorization from DOE or another Federal agency, or whose access authorization may be reapproved without a federal background investigation pursuant to Executive Order 12968, Access to Classified Information (August 4, 1995), Sections 3.3(c) and (d).

(iii) In collecting and using this information to make a determination as to whether it is appropriate to select an uncleared applicant or uncleared employee to a position requiring an access authorization, the Contractor must comply with all applicable laws, regulations, and Executive Orders, including those—(A) Governing the processing and privacy of an individual's information, such as the Fair Credit Reporting Act, Americans with Disabilities Act (ADA), and Health Insurance Portability and Accountability Act; and (B) prohibiting discrimination in employment, such as under the ADA, Title VII and the Age Discrimination in Employment Act, including with respect to pre- and post-offer of employment disability related questioning.

(iv) In addition to a review, each candidate for a DOE access authorization must be tested to demonstrate the absence of any illegal drug, as defined in 10 CFR 707.4. All positions requiring access authorizations are deemed *testing designated positions* in accordance with 10 CFR part 707. All employees possessing access authorizations are subject to applicant, random or for cause testing for use of illegal drugs. DOE will not process candidates for a DOE access authorization unless their tests confirm the absence from their system of any illegal drug.

(v) When an uncleared applicant or uncleared employee receives an offer of employment for a position that requires a DOE access authorization, the Contractor shall not place that individual in such a position prior to the individual's receipt of a DOE access authorization, unless an approval has been obtained from the head of the cognizant local security office. If the individual is hired and placed in the position prior to receiving an access authorization, the uncleared employee may not be afforded access to classified information or matter or special nuclear material (in categories requiring access authorization) until an access authorization has been granted.

(vi) The Contractor must maintain a record of information concerning each uncleared applicant or uncleared employee who is selected for a position requiring an access authorization. Upon request only, the following information will be furnished to the head of the cognizant local DOE Security Office:

(A) The date(s) each Review was conducted;

(B) Each entity that provided information concerning the individual;

(C) A certification that the review was conducted in accordance with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual's information collected during the review;

(D) A certification that all information collected during the review was reviewed and evaluated in accordance with the Contractor's personnel policies; and

(E) The results of the test for illegal drugs.

(i) *Criminal liability.* It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to protect any classified information, special nuclear material, or other Government property that may come to the Contractor or any person under the Contractor's control in connection with

work under this contract, may subject the Contractor, its agents, employees, or Subcontractors to criminal liability under the laws of the United States (see the Atomic Energy Act of 1954, 42 U.S.C. 2011 *et seq.*; 18 U.S.C. 793 and 794).

(j) *Foreign ownership, control, or influence.* (1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Standard Form (SF) 328, *Certificate Pertaining to Foreign Interests*, executed prior to award of this contract. The Contractor will submit the Foreign Ownership, Control or Influence (FOCI) information in the format directed by DOE. When completed the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice, shall also be furnished concurrently to the Contracting Officer.

(2) If a Contractor has changes involving foreign ownership, control, or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.

(3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control, or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to protect any classified information or special nuclear material.

(4) The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a foreign ownership, control, or influence situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to foreign ownership, control, or influence and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the foreign ownership, control, or influence problem.

(k) *Employment announcements.* When placing announcements seeking applicants for positions requiring access authorizations, the Contractor shall include in the written vacancy announcement, a notification to prospective applicants that reviews, and tests for the absence of any illegal drug as defined in 10 CFR 707.4, will be conducted by the employer and a background investigation by the Federal government may be required to obtain an access authorization prior to employment, and that subsequent reinvestigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR part 709, the announcement should also alert applicants that successful completion of a counterintelligence evaluation may include a counterintelligence-scope polygraph examination.

(l) *Flow down to subcontracts.* The Contractor agrees to insert terms that conforms substantially to the language of this clause, including this paragraph, in all subcontracts under its contract that will require subcontractor employees to possess access authorizations. Additionally, the Contractor must require such subcontractors to have an existing DOD or DOE facility clearance or submit a completed SF 328, *Certificate Pertaining to Foreign Interests*, as required in 48 CFR 952.204-73, Facility Clearance, and obtain a foreign ownership, control and influence determination and facility clearance prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, subcontractor means any subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean subcontractor and the term "contract" shall mean subcontract.

**(End of clause)**

[74 FR 23124, May 18, 2009, as amended at 74 FR 36368, 36370, July 22, 2009; 76 FR 7694, Feb. 11, 2011; 81 FR 45978, July 15, 2016]

#### **952.204-70 Classification/Declassification.**

As prescribed in 904.404(d)(2), the following clause shall be included in all contracts which involve classified information:

#### **Classification/Declassification (SEP 1997)**



In the performance of work under this contract, the Contractor or subcontractor shall comply with all provisions of the Department of Energy's regulations and mandatory DOE directives which apply to work involving the classification and declassification of information, documents, or material. In this section, "information" means facts, data, or knowledge itself; "document" means the physical medium on or in which information is recorded; and "material" means a product or substance which contains or reveals information, regardless of its physical form or characteristics. Classified information is "Restricted Data" and "Formerly Restricted Data" (classified under the Atomic Energy Act of 1954, as amended) and "National Security Information" (classified under Executive Order 12958 or prior Executive Orders).

The original decision to classify or declassify information is considered an inherently Governmental function. For this reason, only Government personnel may serve as original classifiers, i.e., Federal Government Original Classifiers. Other personnel (Government or Contractor) may serve as derivative classifiers which involves making classification decisions based upon classification guidance which reflect decisions made by Federal Government Original Classifiers.

The Contractor or subcontractor shall ensure that any document or material that may contain classified information is reviewed by either a Federal Government or a Contractor Derivative Classifier in accordance with classification regulations including mandatory DOE directives and classification/declassification guidance furnished to the Contractor by the Department of Energy to determine whether it contains classified information prior to dissemination. For information which is not addressed in classification/declassification guidance, but whose sensitivity appears to warrant classification, the Contractor or subcontractor shall ensure that such information is reviewed by a Federal Government Original Classifier.

In addition, the Contractor or subcontractor shall ensure that existing classified documents (containing either Restricted Data or Formerly Restricted Data or National Security Information) which are in its possession or under its control are periodically reviewed by a Federal Government or Contractor Derivative Declassifier in accordance with classification regulations, mandatory DOE directives and classification/declassification guidance furnished to the Contractor by the Department of Energy to determine if the documents are no longer appropriately classified. Priorities for declassification review of classified documents shall be based on the degree of public and researcher interest and the likelihood of declassification upon review. Documents which no longer contain classified information are to be declassified. Declassified documents then shall be reviewed to determine if they are publicly releasable. Documents which are declassified and determined to be publicly releasable are to be made available to the public in order to maximize the public's access to as much Government information as possible while minimizing security costs.

The Contractor or subcontractor shall insert this clause in any subcontract which involves or may involve access to classified information.

**(End of clause)**

[49 FR 12042, Mar. 28, 1984, as amended at 59 FR 9108, Feb. 25, 1994; 62 FR 51802, Oct. 3, 1997; 74 FR 36370, 36378, July 22, 2009]

#### **952.204-73 Facility clearance.**

As prescribed in 904.404(d)(5), insert the following provision in all solicitations which require the use of Standard Form 328, Certificate Pertaining to Foreign Interests, for contracts or subcontracts subject to the provisions of 904.70:

#### **Facility Clearance (AUG 2016)**

##### **Notices**

Section 2536 of title 10, United States Code, prohibits the award of a contract under a national security program to an entity controlled by a foreign government if it is necessary for that entity to be given access to information in a proscribed category of information in order to perform the contract unless a waiver is granted by the Secretary of Energy. In addition, a Facility Clearance and foreign ownership, control and influence (FOCI) information are required when the contract or subcontract to be awarded is expected to require employees to have access authorizations.

Offerors who have either a Department of Defense or a Department of Energy Facility Clearance generally need not resubmit the following foreign ownership information unless specifically requested to do so. Instead, provide your DOE Facility

Clearance code or your DOD assigned commercial and government entity (CAGE) code. If uncertain, consult the office which issued this solicitation.

(a) *Use of Certificate Pertaining to Foreign Interests, Standard Form 328.* (1) The contract work anticipated by this solicitation will require access to classified information or special nuclear material. Such access will require a Facility Clearance for the Contractor's organization and access authorizations (security clearances) for Contractor personnel working with the classified information or special nuclear material. To obtain a Facility Clearance the Contractor must submit the Standard Form 328, Certificate Pertaining to Foreign Interests, and all required supporting documents to form a complete Foreign Ownership, Control or Influence (FOCI) Package. The Contractor will submit the Foreign Ownership, Control or Influence (FOCI) information in the format directed by DOE. When completed the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer.

(2) Information submitted by the offeror in response to the Standard Form 328 will be used solely for the purposes of evaluating foreign ownership, control or influence and will be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.

(3) Following submission of a Standard Form 328 and prior to contract award, the Contractor shall immediately submit to the Contracting Officer written notification of any changes in the extent and nature of FOCI which could affect the offeror's answers to the questions in Standard Form 328. Following award of a contract, the Contractor must immediately submit to the cognizant security office written notification of any changes in the extent and nature of FOCI which could affect the offeror's answers to the questions in Standard Form 328. Notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice must also be furnished concurrently to the cognizant security office.

(b) *Definitions.* (1) *Foreign Interest* means any of the following—

(i) A foreign government, foreign government agency, or representative of a foreign government;

(ii) Any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country other than the United States or its possessions and trust territories; and

(iii) Any person who is not a citizen or national of the United States.

(2) *Foreign Ownership, Control, or Influence (FOCI)* means the situation where the degree of ownership, control, or influence over a Contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or special nuclear material may result.

(c) *Facility Clearance* means an administrative determination that a facility is eligible to access, produce, use or store classified information, or special nuclear material. A Facility Clearance is based upon a determination that satisfactory safeguards and security measures are carried out for the activities being performed at the facility. It is DOE policy that all Contractors or Subcontractors requiring access authorizations be processed for a Facility Clearance at the level appropriate to the activities being performed under the contract. Approval for a Facility Clearance shall be based upon—

(1) A favorable foreign ownership, control, or influence (FOCI) determination based upon the Contractor's response to the ten questions in Standard Form 328 and any required, supporting data provided by the Contractor;

(2) A contract or proposed contract containing the appropriate security clauses;

(3) Approved safeguards and security plans which describe protective measures appropriate to the activities being performed at the facility;

(4) An established Reporting Identification Symbol code for the Nuclear Materials Management and Safeguards Reporting System if access to nuclear materials is involved;

(5) A survey conducted no more than 6 months before the Facility Clearance date, with a composite facility rating of satisfactory, if the facility is to possess classified matter or special nuclear material at its location;

(6) Appointment of a Facility Security Officer, who must possess or be in the process of obtaining an access authorization equivalent to the Facility Clearance; and, if applicable, appointment of a Materials Control and Accountability Representative; and

(7) Access authorizations for key management personnel who will be determined on a case-by-case basis, and must possess or be in the process of obtaining access authorizations equivalent to the level of the Facility Clearance.

(d) A Facility Clearance is required prior to the award of a contract requiring access to classified information and the granting of any access authorizations under a contract. Prior to award of a contract, the DOE must determine that award of the contract to the offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or special nuclear material in the performance of the contract. The Contracting Officer may require the offeror to submit such additional information as deemed pertinent to this determination.

(e) A Facility Clearance is required even for contracts that do not require the Contractor's corporate offices to receive, process, reproduce, store, transmit, or handle classified information or special nuclear material, but which require DOE access authorizations for the Contractor's employees to perform work at a DOE location. This type facility is identified as a non-possessing facility.

(f) Except as otherwise authorized in writing by the Contracting Officer, the provisions of any resulting contract must require that the Contractor insert provisions similar to the foregoing in all subcontracts and purchase orders. Any Subcontractors requiring access authorizations for access to classified information or special nuclear material shall be directed to provide responses to the questions in Standard Form 328, Certificate Pertaining to Foreign Interests, directly to the prime Contractor or the Contracting Officer for the prime contract.

#### **Notice to Offerors—Contents Review (Please Review Before Submitting)**

Prior to submitting the Standard Form 328, required by paragraph (a)(1) of this clause, the offeror should review the FOCI submission to ensure that:

(1) The Standard Form 328 has been signed and dated by an authorized official of the company;

(2) If publicly owned, the Contractor's most recent annual report, and its most recent proxy statement for its annual meeting of stockholders have been attached; or, if privately owned, the audited, consolidated financial information for the most recently closed accounting year has been attached;

(3) A copy of the company's articles of incorporation and an attested copy of the company's by-laws, or similar documents filed for the company's existence and management, and all amendments to those documents;

(4) A list identifying the organization's owners, officers, directors, and executive personnel, including their names, social security numbers, citizenship, titles of all positions they hold within the organization, and what clearances, if any, they possess or are in the process of obtaining, and identification of the government agency(ies) that granted or will be granting those clearances; and

(5) A summary FOCI data sheet.

Note: A FOCI submission must be attached for each tier parent organization (i.e. ultimate parent and any intervening levels of ownership). If any of these documents are missing, award of the contract cannot be completed.

[67 FR 14877, Mar. 28, 2002, as amended at 74 FR 36368, 36370, 36378, July 22, 2009; 76 FR 7694, Feb. 11, 2011; 81 FR 45978, July 15, 2016]

**Mail Invoice To:**  
 acctspay@bpa.gov (Preferred)  
 BPA TRANS - DISBURSEMENT - FTD  
 P.O. BOX 3621  
 PORTLAND OR 97208-3621

**Purchase Order : 00081976**  
**Revision :**  
**Release :**  
**Printed : 04/25/19**  
**Page : 1**

**Contractor:**  
 MOSAIC451 FEDERAL SERVICES LLC  
 3838 N CENTRAL AVE  
 SUITE 2050  
 PHOENIX AZ 85012

**Please Direct Inquiries to:**  
 KIM L. ODEN  
**Title:** CONTRACT SPECIALIST  
**Phone:** 503-230-4389  
**kloden@bpa.gov**  
 SHIPMENT & INVOICE MUST BE MARKED WITH  
 BPA PO # TO BE ACCEPTED. NOTIFY CONTACT  
 ABOVE WITH UPDATED SHIPPING SCHEDULES

**Attn: Marvin Molina**

<b>Payment Terms</b>	<b>%</b>	<b>Days Net</b>	<b>30</b>	<b>Days</b>	<b>ERS: N</b>	<b>Tax Exempt: 93-0334712</b>
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**Primary Ship To:** BONNEVILLE POWER ADMIN.  
 ROSS WAREHOUSE  
 3101 NE MINNEHAHA STREET  
 VANCOUVER WA 98663

**Attention :** RECEIVING

**Freight Term**  
 FOB DESTINATION, PREPAID

**Final Destination**  
 ROSS WAREHOUSE

**Instructions & Notes**  
 \*\*\*SHIPMENTS MUST CONTAIN PACKING LIST\*\*  
 LABEL ALL PACKAGES WITH CONTENTS  
 \*\*\*\*\*  
 SHIPMENTS CONTAINING LITHIUM ION OR  
 METAL BATTERIES MUST BE CORRECTLY  
 IDENTIFIED, CLASSIFIED, PACKAGED,  
 MARKED AND LABELED IN ACCORDANCE  
 WITH STATE AND FEDERAL REGULATIONS  
 \*\*\*\*\*  
 PURSUANT TO M451 QUOTE #:785V1 and 795V1  
 End User: Jason Enger and Jackie Quinn

<b>Line</b>	<b>Qty</b>	<b>UP</b>	<b>Item Description</b>	<b>Unit Price</b>	<b>Extended Price</b>
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0001	4	EA	Catalog ID:		
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PAN- SVCPREMUSG- 5260-3YR

BPA Master Contract 72150

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**Revision :**  
**Release :**  
**Printed :** 04/25/19  
**Page :** 2

FOR US  
 GOVERNMENT ACCOUNTS ONLY. PREMIUM  
 SUPPORT 3-YEAR PREPAID,  
 Premium Support 3 YR Prepaid  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN- SVCPREMUSG- 5260-3YR  
**Qty:** 4 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0002	4	EA	Catalog ID:		
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PAN-PA-5260-GP- 3YR-HA2; GLOBALPROTECT  
 SUBSCRIPTION 3 YEAR  
 PREPAID FOR DEVICE IN AN HA PAIR,  
 PA-5260  
 Global Protect Subscription 3 YR Prepaid  
 for device in an HA pair, PA-5260  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-PA-5260-GP- 3YR-HA2  
**Qty:** 4 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0003	4	EA	Catalog ID:		
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PAN-PA-5260-TP- 3YR-HA2; THREAT  
 PREVENTION SUBSCRIPTION 3 YEAR  
 PREPAID FOR DEVICE IN AN HA PAIR,  
 PA-5260  
 Threat prevention subscription 3 year  
 prepaid for device in an HA pair,  
 PA-5260  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-PA-5260-TP- 3YR-HA2

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**Purchase Order :** 00081976  
**Revision :**  
**Release :**  
**Printed :** 04/25/19  
**Page :** 3

**Qty:** 4 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0004 4 EA Catalog ID: [REDACTED] [REDACTED]

PAN-PA-5260- URL4-3YR-HA2; PANDB URL  
 FILTERING SUBSCRIPTION 3 YEAR  
 PREPAID FOR DEVICE IN AN HA PAIR,  
 PA-5260  
 PANDB URL filtering subscription 3 YR  
 prepaid for device in an HA pair,  
 PA-5260

**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-PA-5260- URL4-3YR-HA2  
**Qty:** 4 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0005 4 EA Catalog ID: [REDACTED] [REDACTED]

PAN-PA-5260-WF- 3YR-HA2; WILDFIRE  
 SUBSCRIPTION 3 YEAR  
 PREPAID FOR DEVICE IN AN HA PAIR,  
 PA-5260

Wildfire Subscription 3 YR Prepaid for  
 device in an HA pair, PA-5260  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-PA-5260-WF- 3YR-HA2  
**Qty:** 4 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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**Printed** : 04/25/19  
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0006 2 EA Catalog ID: [REDACTED]

PAN- SVCPREMUSG-M- 200--P-25-3YR; FOR  
 US GOVERNMENT ACCOUNTS ONLY PREMIUM  
 SUPPORT 3-YEAR PREPAID, PANORAMA M-200  
 25 DEVICES OR LOG  
 Premium Supprt 3 YR Prepaid, Panorama  
 M-200 25 devices or log collector  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN- SVCPREMUSG-M- 200--P-25-3  
**Qty:** 2 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0007 2 EA Catalog ID: [REDACTED]

PAN-M-200-P-25; PANORAMA CENTRAL  
 MANAGEMENT SOFTWARE LICENSE 25  
 DEVICES OR LOG COLLECTOR FOR THE M-200  
 Panorama Central Management Software  
 License, 25 devices or log collector for  
 the M-200  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-M-200-P-25  
**Qty:** 2 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0008 2 EA Catalog ID: [REDACTED]

PAN- SVCPREMUSG-M- 600-P-25-3YR; FOR US  
 GOVERNMENT ACCOUNTS ONLY PREMIUM  
 SUPPORT 3-YEAR PREPAID, PANORAMA M-600  
 25 DEVICES OR LOG  
 Premium Support 3 YR Prepaid, Panorama

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**Printed** : 04/25/19  
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M-600 25 devices or log collector  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN- SVCPREMUSG-M- 600-P-25-3Y  
**Qty:** 2 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0009	2	EA	Catalog ID:		
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PAN-M-600-P-25; PANORAMA CENTRAL  
MANAGEMENT SOFTWARE LICENSE 25  
DEVICES OR LOG COLLECTOR FOR THE M-600  
Panorama Central Management Software  
License, 25 devices or log collector for  
the M-600  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-M-600-P-25  
**Qty:** 2 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0010	6	EA	Catalog ID:		
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PAN-PA-3260- USG-BND-LAB4; LAB UNIT  
FIRST YEAR SERVICE BNDL THREAT  
PREV., PANDB URL FILTERING,  
GLOBALPROTECT, WILDFIRE, VSYS-5  
PA-3260 Lab Unit First YR Service Bundle  
(Threat Prevention, PANDB URL Filtering,  
Glob Protect, Wildfire, US Gov Standard  
Support)  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-PA-3260- USG-BND-LAB4  
**Qty:** 6 **Delivery Date:** 05/08/19



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Line	Qty	UP	Item Description	Unit Price	Extended Price
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0011 1 EA Catalog ID: [REDACTED] [REDACTED]

PAN-M-200-P-LAB; PANORAMA LAB LICENSE  
 WITH UNLIMITED  
 DEVICES OR LOG COLLECTOR FOR THE M-200  
 Panorama Lab License, with unlimited  
 devices or log collector for the M-200  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-M-200-P-LAB  
**Qty:** 1 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0012 3 EA Catalog ID: [REDACTED] [REDACTED]

PAN-SVC-LABUSG- M-200-P-25; FOR US  
 GOVERNMENT ONLY. M- 200  
 LAB FIRST YEAR US GOVERNMENT STANDARD  
 SUPPORT  
 M-200 Lab First YR US Gov Standard  
 Support  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-SVC-LABUSG- M-200-P-25  
**Qty:** 3 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0013 1 EA Catalog ID: [REDACTED] [REDACTED]

PAN-AF-3YR

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AUTOFOCUS  
 THREAT INTELLIGENCE SERVICE STANDARD  
 SUBSCRIPTION 1 YR  
 Palo Alto Networks Auto Focus Threat  
 Intelligence Service Standard Subp.  
 3 YR  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-AF-3YR  
**Qty:** 1 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0014	1	EA	Catalog ID:		
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PAN-EDUONSITE- 5DAY-12; ON-SITE  
 TRAINING COURSE, 5 DAYS, UP TO 12PRICE  
 INCLUDES INSTRUCTOR T&E, COURSEWARE,  
 AND LAB ACCESS.  
 On-site Trg, 5 days, up to 12 Students  
 Inc. Instructor, Expires (1) One YR from  
 PO execution date  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-EDUONSITE- 5DAY-12  
**Qty:** 1 **Delivery Date:** 05/18/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0015	1	EA	Catalog ID:		
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PAN-EDUONSITE- 4DAY-12; ON-SITE  
 TRAINING COURSE, 4 DAYS, UP TO 12PRICE  
 INCLUDES INSTRUCTOR T&E, COURSEWARE,  
 AND LAB ACCESS.  
 On-site Trg, 4 days, 12 Students,  
 Expires (1) One YR from PO Execution  
 Date, inc. Instructor

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**Purchase Order** : 00081976  
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**Printed** : 04/25/19  
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**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-EDUONSITE- 4DAY-12  
**Qty:** 1 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0016	1	EA	Catalog ID:		
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PAN-EDUONSITE- 2DAY-12; ON-SITE  
TRAINING COURSE, 2 DAYS, UP TO 12PRICE  
INCLUDES INSTRUCTOR T&E, COURSEWARE,  
AND LAB ACCESS.  
On-site Trg, 2 days, 12 Students,  
Expires (1) One Yr from PO Execution  
Inc. Instructor  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-EDUONSITE- 2DAY-12  
**Qty:** 1 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0017	1	EA	Catalog ID:		
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PAN-EDUONSITE- 3DAY-12; ON-SITE  
TRAINING COURSE, 3 DAYS, UP TO 12PRICE  
INCLUDES INSTRUCTOR T&E, COURSEWARE,  
AND LAB ACCESS.  
On-site Trg, 3 days, 12 Students,  
Expires (1) One YR from PO Execution,  
Inc. Instructor  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-EDUONSITE- 3DAY-12  
**Qty:** 1 **Delivery Date:** 05/08/19

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**Purchase Order : 00081976**  
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**Release :**  
**Printed : 04/25/19**  
**Page : 9**

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0018 20 EA Catalog ID: [REDACTED] [REDACTED]

CONSULT- DAY; CONSULTING SERVICES FOR  
 INSTALLATION AND  
 CONFIGURATION (PER DAY)  
 M451-CONSULT-DAY  
 Consulting Services (per day)  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** CONSULT- DAY  
**Qty:** 20 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0019 16 EA Catalog ID: [REDACTED] [REDACTED]

CONSULT- CUTOVER-1; CONSULTING SERVICES  
 FOR CUTOVER- HOURLY 4 HOUR MINIMUM  
 M451-CONSULT-CUTOVER-1HR  
 Consulting Svs Cutover 4 HR Minimum  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** CONSULT- CUTOVER-1  
**Qty:** 16 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0020 4 EA Catalog ID: [REDACTED] [REDACTED]

CONSULT- PRJM- DAY; PROFESSIONAL  
 SERVICES PROJECT MANAGER PER DAY  
 M451-CONSULT-PRJM-DAY  
 Professional Services PM (per day)

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**Revision :**  
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**Printed :** 04/25/19  
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**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** CONSULT- PRJM- DAY  
**Qty:** 4 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0021	10	EA	Catalog ID:	\$(b) (4)	
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M541-CONSULT-TE MOSAIC451 CONSULTING SERVICES - TRAVEL EXPENSES.T&E BILLED AT ACTUAL COST PER TRIP NTE TOTAL COST OF

Consulting Services - Travel Expense

**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** M541-CONSULT-TE  
**Qty:** 10 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0022	14	EA	Catalog ID: 0001022380	0	
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FIREWALL, NETWORK, QSFP+FORM FACTOR, 40GB SR4 OPT TRANS, SHORT REACH 100M OM3,12 STR MPO

**Mfr/Vendor:** PALO ALTO  
**Model :** PAN-QSFP- 40GBASE-SR4  
**Part :** PAN-QSFP- 40GBASE-SR4  
**Qty:** 14 **Delivery Date:** 05/08/19

**Line Terms and Conditions - Text Attached**

Standard Name	Revision	Title
1022380DESC	000	CONTENT LIST FOR 1022380

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Line	Qty	UP	Item Description	Unit Price	Extended Price
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0023	30	EA	Catalog ID: 0001022381	0	
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MODULE, SFP FORM FACTOR, SFP+ FORM FACTOR, SR 10GB OPTICAL TRANSCEIVER, SHORT REACH 300M, OM3 M  
**Mfr/Vendor:** PALO ALTO  
**Model :** PAN-SFP-PLUS-SR  
**Part :** PAN-SFP-PLUS-SR  
**Qty:** 30 **Delivery Date:** 05/08/19

*Line Terms and Conditions - Text Attached*

Standard Name	Revision	Title
1022381DESC	000	CONTENT LIST FOR 1022381

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0024	4	EA	Catalog ID: 0001022382	0	
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FIREWALL, NETWORK, PALO ALTO NETWORKS PA-5260 WITH REDUNDANT AC POWER SUPPLIES  
**Mfr/Vendor:** PALO ALTO  
**Model :** PAN-PA-5260-AC  
**Part :** PAN-PA-5260-AC  
**Qty:** 4 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0025	2	EA	Catalog ID: 0001022383	0	
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FIREWALL, NETWORK, PALO ALTO NETWORKS PA-3260 LAB UNIT WITH REDUNDANT AC POWER SUPPLIES

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Purchase Order : 00081976  
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Mfr/Vendor: PALO ALTO  
Model : PAN-PA-3260-LAB  
Part : PAN-PA-3260-LAB  
Qty: 2 Delivery Date: 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0026	1	EA	Catalog ID: 0001022384	0	
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FIREWALL, NETWORK, PALO ALTO M-200 LAB  
UNIT, 16TB RAID STORAGE (4 8TB RAID  
CERT DRIVES IN

Mfr/Vendor: PALO ALTO  
Model : PAN-M-200-LAB  
Part : PAN-M-200-LAB  
Qty: 1 Delivery Date: 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0027	2	EA	Catalog ID: 0001022385	0	
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FIREWALL, NETWORK, PALO ALTO M-600 CHAS  
W/ 16TB STORAGE (4X8TB RAID CERT DRVS)  
4 PST RK M

Mfr/Vendor: PALO ALTO  
Model : PAN-M-600  
Part : PAN-M-600  
Qty: 2 Delivery Date: 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0028	2	EA	Catalog ID: 0001022386	0	
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FIREWALL, NETWORK, PALO ALTO M-200,

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16TB RAID STOR (4 8TB RAID CERT DRV  
PREIN) RCK MNT RL  
**Mfr/Vendor:** PALO ALTO  
**Model :** PAN-M-200  
**Part :** PAN-M-200  
**Qty:** 2      **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
0029	4	EA	Catalog ID: 0001022396	0	

MOUNTING KIT, PALO ALTO NETWORKS  
PA-5200 4 POST RACK MOUNT KIT.  
**Mfr/Vendor:** PALO ALTO  
**Model :** PAN-PA-5200-RACK4  
**Part :** PAN-PA-5200-RACK4  
**Qty:** 4      **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
0030	2	EA	Catalog ID: 0001022397	0	

CABLE ASSEMBLY, QSFP+ FORM FACTOR, 40GB  
ACTIVE OPTICAL CABLE W/ 2 TRANS & 10M  
CBL BNDD  
**Mfr/Vendor:** PALO ALTO  
**Model :** PAN-QSFP-AOC-10M  
**Part :** PAN-QSFP-AOC-10M  
**Qty:** 2      **Delivery Date:** 05/08/19

**Purchase Order Total Amount**

**TOTAL THIS PO:** [REDACTED]



UNITED STATES GOVERNMENT	<b>PURCHASE ORDER</b>	<u>Bonneville Power</u> <u>Administration</u>
<b>Mail Invoice To:</b> acctspay@bpa.gov (Preferred) BPA TRANS - DISBURSEMENT - FTD P.O. BOX 3621 PORTLAND OR 97208-3621		<b>Purchase Order</b> : 00081976 <b>Revision</b> : <b>Release</b> : <b>Printed</b> : 04/25/19 <b>Page</b> : 14

BPA Contracting Officer	(b) (6)
Date Signed _____	Date Signed <u>April 25, 2019</u>

Standards and Procedures Text Attached

\* \* \* **End of Purchase Order** \* \* \*

**PURCHASE ORDER NO. 81976**  
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## UNIT 1 — COMMERCIAL

### **PURCHASE ORDER-BASIC TERMS (28-1.4)** **(MAR 2018)(BPI 28.3.4(d))**

- (a) This is a purchase order issued on a firm-fixed-price basis. By accepting this purchase order, the Contractor agrees, subject to the attached terms and conditions, to sell Bonneville the items and services identified herein as set forth in the Schedule of Pricing.
- (b) This Purchase Order shall become effective upon Contractor's acceptance of Bonneville's Purchase Order as evidenced by (1) Bonneville's receipt of Contractor's order confirmation; (2) Bonneville's receipt of the fully executed Purchase Order; (3) shipment of the goods or any portion thereof; or (4) Contractor's performance under the Purchase Order. This Purchase Order shall continue until the earlier of its expiration or termination pursuant to Bonneville's termination clauses.

### **SCHEDULE OF PRICING (28-2)** **(jul 2013)(BPI 28.3.4(f))**

The contractor shall provide the items at the unit prices identified in accordance with the PO Signature Page. Standard lead time will be 14 days.

The COR will determine the required schedule and notify the Contractor in writing prior to taking action on Line Items 0001 – 0030. The appropriate facility security paperwork will be completed by the COR prior to all on-site escorted visits.

### **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

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liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.

- (ii) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
- (iii) Submission of EFT banking information to Bonneville. The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

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

email: [VendorMaintenance@bpa.gov](mailto: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;

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- (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.

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

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

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

**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 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.

**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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
  - (1) Organizational Conflicts of Interest (Clause 3-2)
  - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
  - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
  - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
  - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)

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- (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;



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- (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) PO No. 81976 Signature Page
- (b) The terms and conditions of PO No. 81976
- (c) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.

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(d) Other service documents, exhibits, and attachments, including any license agreements for computer software.

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

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

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

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

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

## UNIT 2 – OTHER CLAUSES

### **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.

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

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

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

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

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

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and

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contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

**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.

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

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

**SHIPPING MARKS (18-57)  
(MAR 2018)**

All shipping packages shall be plainly marked by indelible stencil or firmly fastened weatherproof tag with the following information:

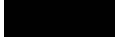
- (a) Bonneville Power Administration (Bonneville)
- (b) Contractor Name
- (c) Ship To Destination
- (d) Purchase Order Number
- (e) Quantity, Part No., Item ID (if different from part no.), Description, PO Line Item Number
- (f) Print Date

0001022380

PAN-QSFP- 40GBASE-SR4
QSFP+ form factor, 40Gb SR4 optical transceiver, short reach 100m OM3, 12 strand MPO connector, IEEE 802.3ba 40GBASE-SR4 compliant

0001022381

PAN-SFP-PLUS-SR
SFP+ form factor, SR 10Gb optical transceiver, short reach 300m, OM3 MMF, duplex LC,
IEEE 802.3ae 10GBASE-SR compliant



Cat ID 0001022382

February 19, 2019

Rev.01

PAN-PA-5260-AC Palo Alto Networks PA-5260 with redundant AC power supplies



0001022383

PAN-PA-3260-LAB Palo Alto Networks PA-3260 Lab Unit with redundant AC power supplies





0001022384

PAN-M-200-LAB Palo Alto Networks M-200 Lab unit, 16TB RAID storage (4 8TB RAID certified drives preinstalled)



Cat ID 0001022385

March 5, 2019

Rev.01

PAN-M-600 Palo Alto M-600 chas w/ 16TB storage (4x8TB RAID cert drvs) 4 post rack mnt rails



Cat ID 0001022386

March 5, 2019

Rev.01

Palo Alto M-200, 16TB RAID stor (4 8TB RAID cert drv prein) Rck mnt rls in



0001022396

PAN-PA-5200-RACK4
Palo Alto Networks PA-5200 4 post rack mount kit.

0001022397

PAN-QSFP-AOC-10M
QSFP+ form factor, 40Gb active optical cable with 2 transceivers and 10m of cable permanently bonded as an assembly

**Mail Invoice To:**  
acctspay@bpa.gov (Preferred)  
BPA TRANS - DISBURSEMENT - FTD  
P.O. BOX 3621  
PORTLAND OR 97208-3621

**Purchase Order : 00081976**  
**Revision : 001**  
**Release :**  
**Printed : 07/10/19**  
**Page : 1**

*Contractor:*  
**MOSAIC451 FEDERAL SERVICES LLC**  
**3838 N CENTRAL AVE**  
**SUITE 2050**  
**PHOENIX AZ 85012**

*Please Direct Inquiries to:*  
  
**KIM L. ODEN**  
**Title: CONTRACT SPECIALIST**  
**Phone: 503-230-4389**  
**kloden@bpa.gov**  
**SHIPMENT & INVOICE MUST BE MARKED WITH**  
**BPA PO # TO BE ACCEPTED. NOTIFY CONTACT**  
**ABOVE WITH UPDATED SHIPPING SCHEDULES**  
**\*\*\*\* PO REVISION \*\*\*\***

**Attn: Marvin Molina**

**\*\*\*\* NOTE CHANGES \*\*\*\***

<i>Payment Terms</i>	%	Days Net	30	Days	ERS: N	Tax Exempt: 93-0334712
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*Purchase Order Total Amount*

PO Previous Total : [REDACTED]  
TOTAL THIS PO: [REDACTED]

Date Signed <u>7/15/19</u>	<b>NO SIGNATURE REQUIRED</b>
Date Signed _____	Date Signed _____

Standards and Procedures Text Attached

**\* \* \* End of Purchase Order \* \* \***

**I. MUST CHECK ONE**

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

**II. DESCRIPTION OF MODIFICATION/REVISION**

Purchase Order No. 81976  
Modification No. 001  
Mosaic451

**SUMMARY:** The purpose of this bilateral modification is to update terms and conditions of PO No. 81976, incorporate a designated Statement of Work to bring the executed award into compliance as a direct request of Cyber Security and in accordance of BPA’s Clearance for Network and Logical Access PERSEC Credentials policy. These adjustments are with mutual agreeance of all parties.

This modification consist of the following:

- Signature Page
- Modification Continuation Page
- Contract Continuation of:
  - Unit 1 – Commercial Terms and Conditions
  - Unit 2 – Other Clauses
  - Unit 3 – Statement of Work, Spec, Exhibit A

The following changes are authorized:

1. The following terms and conditions are hereby incorporated and now made part of Purchase Order No. 81976:
  - REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SUPPLIES (28-20.1)
  - PRIVACY ASSURANCE (5-1)
  - PRIVACY PROTECTION (5-2)
  - PRIVACY ACT (5-3)
  - CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
  - OTHER RIGHTS AT LAW (14-4)
  - CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)
  - CONTRACTOR SAFETY AND HEALTH (15-12)
  - CONTRACTOR SAFETY AND HEALTH REQUIREMENTS (15-13)
  - SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)
  - ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)
  - INFORMATION ASSURANCE (15-17)

- 
- RIGHTS IN DATA – USE OF EXISTING WORK (17-4)
  - CONTINUITY OF SERVICES (23-1)
  - KEY PERSONNEL (23-2)
2. Funding remains the same.
  3. In accordance with BPI Clause 23-2 KEY PERSONNEL the following designated Contractor staff listed below is authorized to complete the services as requested by the Statement of Work. No diversion shall be made by the Contractor without the written consent of the Contracting Officer.
    - Steven Jeffrey Ekas
  4. All terms and conditions of Purchase Order No. 81976 apply to this modification.

(END OF CONTINUATION PAGE)



**PURCHASE ORDER NO. 81976  
MODIFICATION NO 001  
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## CONTINUANCE OF UNIT 1 – COMMERCIAL CLAUSE

### REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SUPPLIES (28-20.1) (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 supplies:

#### APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
- (1) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
  - (2) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
  - (3) Contractor Employee Whistleblower Rights (Clause 3-10)
  - (4) Utilization of Supplier Diversity Program Categories (Clause 8-3)
  - (5) Restriction on Certain Foreign Purchases (Clause 9-8)
  - (6) Child Labor-Cooperation with Authorities and Remedies (Clause 10-24)
  - (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) Acceleration of Payments to Small Business Contractors (Clause 22-21)
  - (13) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
  - (14) 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.
  - (15) 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.
  - (16) 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.
  - (17) 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 3 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 3 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.

**All redactions on this page are applied under 5 U.S.C. Sec. 552(b)(4), unless otherwise indicated.**

- (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)
- (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) Equal Opportunity for Veterans (Clause 10-19)
    - (vi) Employment Reports on Veterans (Clause 10-20)
    - (vii) Child Labor-Cooperation with Authorities and Remedies (Clause 10-24)
    - (viii) Combating Trafficking in Persons (Clause 10-25)
    - (ix) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
    - (x) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (d) Text of clauses incorporated by reference is available at <http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.

## CONTINUANCE OF UNIT 2 – OTHER CLAUSES

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

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

### **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.

### **PRIVACY ACT (5-3)** **(MAR 2018)(BPI 5.1.4 (c))**

- (a) The Contractor shall be required to design, develop, or operate a Privacy Act system of records subject to the Privacy Act of 1974 (5 U.S.C. § 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:

**All redactions on this page are applied under 5 U.S.C. Sec. 552(b)(4), unless otherwise indicated.**

- (1) Comply with the Privacy Act and the DOE rules and regulations issued under the Act in the design, development, or operation of any Privacy Act system of records.
- (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of a violation of the Act, a civil action may be brought against Bonneville if the violation involves the design, development, or operation of a system of records on individuals. Employees of Bonneville may be subject to criminal penalties for violation of the Privacy Act. Under the Act, when a contract is for the operation of a Privacy Act system of records, the Contractor and its employees are considered employees of Bonneville.

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

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

**OTHER RIGHTS AT LAW (14-4)**  
**(JUL 2013)(BPI 14.4.3)**

BPA, as an independent agency in the Department of Energy, reserves any other rights it may have at law, unless superseded specifically by 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).

All redactions on this page are applied under 5 U.S.C. Sec. 552(b)(4), unless otherwise indicated.

- (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.

**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 contractors' 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](mailto: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.

**All redactions on this page are applied under 5 U.S.C. Sec. 552(b)(4), unless otherwise indicated.**

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 15<sup>th</sup> 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

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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](mailto: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.

**RIGHTS IN DATA – USE OF EXISTING WORK (17-4)**  
**(MAR 2018)(BPI 17.5.4.3.1(b))**

- (a) Except as otherwise provided in this contract, the Contractor grants to Bonneville, and others acting on its behalf, a paid-up non-exclusive, irrevocable, worldwide license to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of Bonneville, for all the material or subject matter called for under this contract.
- (b) Contractor shall defend, at its expense, and hold Bonneville harmless from any claim or suit brought against Bonneville alleging that the Work Product furnished hereunder infringes a U.S. patent or copyright, violates trade secrets, rights of privacy, or any libelous or other unlawful matter contained in such Work Product, and shall pay all costs and damages finally awarded, provided Contractor is given prompt written notice of such claim and is given information, reasonable assistance, and sole authority to defend or settle the claim. In the

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defense of the claim, Contractor shall obtain for Bonneville the right to continue using the Work Product, replace or modify the Work Product to be noninfringing, or if such remedies are not reasonably available, grant Bonneville a refund for the work Product and accept its return.

**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.

Steven Jeffrey Ekas

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## STATEMENT OF WORK

### A.1 Goal of Purchase Order

The objective of this purchase is to acquire hardware and obtain consulting and training services as part of Bonneville's Simple Capital Procurement 1911, Network Services Next Generation Firewall effort. BPA is replacing the existing EOL firewall appliances with new ones for the following reasons:

- Come into alignment of Department of Energy's use of Palo Alto
- Replace Checkpoint and Forcepoint (Websense) EOL appliances
- JNDN Organization – change to firewall and URL filtering vendors.
  - Migrate URL filtering from Forcepoint (Websense) to the Palo Alto perimeter firewalls.
- Provide IPS inspection for encrypted SSL websites.
- Palo Alto is a US-based organization
- Palo Alto products are the market leader / Gartner Magic Quadrant
- Next-generation Firewall (NGFW)

Bonneville Power Administration (BPA) is requesting Mosaic451 consulting services to assist with the migration off of Checkpoint and Forcepoint (Websense) to Palo Alto Firewalls.

a) See Part B for specific tasks to be performed.

Information the consultant will be reviewing (BPA will approve and make any necessary revisions to BPA documentation and/or diagrams) are the following:

- 1.) Network topology diagrams – specifically for edge and DMZ networks.
- 2.) Check Point configuration – this *could* include a 'cpinfo' of our DMZ policies or it would be something related to BPA system polices for this designated work.
- 3.) Forcepoint/Websense configuration – this would primarily include what categories we permit or block. And could include our block lists or whitelists, etc.

### A.2 Location of Work

This work shall predominantly be performed remotely by contractor staff that will interact with BPA staff through email, phone, screen sharing, and other collaboration technologies, to include onsite consultations. This project will be performed within the BPA service area of the Pacific Northwest. Identified deliverable known as M541 - CONSULT-TE which is representation of travel needs is set as a "not to exceed" cost billed as an actual per trip with a total cost outlined in the executed purchase order.

### A.3 BPA-Furnished Property or Services

BPA shall furnish an RSA token and access to the BPA information network for the consultant. Access will be completed through the MyPC environment. No BPA information that should come under the vendor or subcontractor's control subject to FISMA controls may be taken offsite from BPA as a part of this contract and **no** electronic storage devices may be brought on BPA premises.

This interface requires multiple authentications that include the RSA token, account and password. BPA will provide all necessary network accounts for remote access to be used in the ongoing support described in the scope of services.

The following shall apply:

- b) The Contractor personnel handling the information shall be issued an RSA token, which shall be requested and managed by the COR.
- c) The COR and Contractor shall be responsible for coordinating account activation and permissions to shared folders on the BPA network.
- d) All information associated with the work performed under this contract shall be maintained in the BPA network environment. No BPA information shall be allowed to be transmitted, stored, and created, etc., on the Contractor's personal devices.
- e) The Contractor shall abide by Bonneville Power Administration Manual 1110 (BPAM 1110) Business use of BPA Information Technology Services Policy whenever using BPA equipment BPAM 1110 is available by request or at the following internal site, <http://internal.bpa.gov/Policy/Pages/BPAManual.aspx>. Failure to abide by these rules may result in termination of access, permission, the contract and possible legal action by BPA.
- f) The Contractor personnel shall be required to take information security training to qualify for using the BPA-provided RSA Token and BPA network access. Arrangements shall be made for taking the courses online by accessing the following internal site (<http://internal.bpa.gov/EmployeeCenter/Training/Pages/RequiredTraining.aspx>), or through printed copies of the training materials.
  - a. The following will need to be completed on an annual basis (this list is subject to change):
    - BPA Course 010964—Cyber Security/NERC CIP
    - BPA Course 004217—Annual Security Refresher
    - BPA Course 011556—Information Protection ALL BPA
    - BPA Course 011595—Information Protection AdvUser
    - BPA Course 011957—Information Governance Lifecycle Management (IGLM)
- g) The COR and consultant are responsible for tracking completed training and ensuring completion.
- h) Upon completion of the contract, the COR shall be responsible for suspending account access of the consultant to BPA networks. The Contractor personnel shall mail the RSA Token to the following address or return it to the COR if onsite:

Bonneville Power Administration  
ATTN: COR (Jackie Quinn – JNPC/Z992)  
P.O. Box 3621  
Portland, OR 97208-3621
- i) The Contractor personnel shall be responsible for the safe-keeping of the BPA issued RSA Token at all times. If the RSA Token is lost or compromised, the Contractor personnel shall immediately contact the COR.
- j) The Contractor personnel shall only utilize the RSA token when conducting work directly related to the Statement of Work. Any other work is unauthorized.

#### A.4 Documentation

Specifications and federal standards are to be used in the performance of work.

Acceptance of Deliverables document will be completed by Contractor and BPA. (Exhibit A: Project Delivery Acceptance)

### **A.5 Contractor-Furnished Property or Service**

The Contractor is required to provide all property and services in support of this contract, except those mentioned under section A.3 above.

## **Part B Task and Requirements**

### **B.1 Key Personnel**

The Contractor is required to provide a designated Consultant as the point of contact between BPA and the Contractor. This person must be a Senior Network Security Engineer with advanced knowledge in Network Security with following experience:

- 10 years of network engineering experience designing, installing, configuring and securing Local Area Networks and Wide Area Networks in an enterprise environment
- Knowledge and experience working with network security components such as firewalls, VPN, IPS/IDS, SIEM
- In depth knowledge of Network Security Architectures
- Knowledge of information systems security standards and practices (e.g., access control and system hardening, system audit and log file monitoring, security policies, and incident handling)
- Understand potential and emerging information security threats, vulnerabilities, and control techniques to assist in driving new controls to mitigate threats/risks
- Knowledge of protocols and technologies such as TCP, UDP, SSL, IPSEC, SSH, Netflow, DNS and DHCP.
- Knowledge of security compliance standards such as NIST, PCI and CIP
- Knowledge on penetration testing techniques and tools, security audits and assessments

### **B.2 Specific Requirements**

- 1.) Mosaic 451 Consultant ("Consultant") to review documentation and network diagram [on site]. BPA to approve and make necessary revisions. Estimated time: 5 hours
  - a. Deliverable: Consultant to provide any proposed revisions to the network diagram.
- 2.) Consultant to attend project kick-off meeting and address any questions or anticipated roadblocks involved with the project [on site]. Estimated time: 4 hours
  - a. Deliverable: Attend and provide subject expertise as necessary.
- 3.) Consultant to assist in configuring Panorama [remote]. Estimated time: 8 hours
  - a. Deliverable: BPA will have functioning Panorama management for all Palo Alto Firewalls.
- 4.) Consultant to assist in connecting firewalls to Panorama [remote]. Estimated time: 3 hours
  - a. Deliverable: Successful connection of firewalls to Panorama.
- 5.) Consultant to assist in connecting firewalls to Autofocus [remote]. Estimated time: 3 hours

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- a. Deliverable: Successful connection of firewalls to Autofocus.
- 6.) Consultant to assist in migrating Checkpoint policy using Expedition [remote]. Estimated time: 16 hours
  - a. Deliverable: All the Checkpoint firewall rules have been migrated to the Palo Alto firewalls.
- 7.) Consultant to assist in deploying and populating USER-ID from agents or direct polling of the domain controllers [remote]. Estimated time: 8 hours
  - a. Deliverable: Palo Alto firewalls will be ready to make rules using USER-ID.
- 8.) Consultant to assist in building firewall templates and device groups (that includes IPS and threat prevention) based off of Checkpoint configurations. Wildfire to be implemented at this time. [remote]. Estimated time: 8 hours
  - a. Deliverable: Palo Alto firewalls will be fully configured and ready for production.
- 9.) Consultant to assist with multi-factor authentication for managing Palo Alto networks utilizing, if possible, Smart Card authentication. In the event Smart Card is not compatible with device management, other methods will be used to establish multi-factor authentication [remote]. Estimated time: 3 hours
  - a. Deliverable: Palo Alto devices will be manageable via multi-factor authentication.
- 10.) Consultant to assist with implementing MineMeld and external dynamic lists for routine cyber block requests [remote]. Estimated time: 4 hours
  - a. Deliverable: Palo Alto devices will be using MineMeld and external dynamic lists to complete routine cyber block requests.
- 11.) Consultant to assist with network cutover [remote]. Estimated time: 4 hours
  - a. Deliverable: Checkpoint will be off the network and Palo Alto will be the new functioning firewalls.
- 12.) Consultant to assist in troubleshooting and tuning with respect to IPS and threat prevention [remote]. Estimated time: 4 hours
  - a. Deliverable: The firewall is fully functioning and IPS tuning is set to BPA's specification.
- 13.) Consultant to assist in configuring URL filtering and SSL decryption based on the Forcepoint configurations [remote]. Estimated time: 8 hours
  - a. Deliverable: URL filtering and SSL decryption is configured and ready to deploy.
- 14.) Consultant to assist in activating URL and SSL decryption features [remote]. Estimated time: 4 hours
  - a. Deliverable: URL filtering and SSL decryption is activated successfully.
- 15.) Consultant to assist in troubleshooting URL filtering and SSL decryption [remote]. Estimated time: 8 hours
  - a. Deliverable: URL filtering and SSL decryption are functioning successfully.
- 16.) Consultant to assist in conducting post-implementation operational testing and troubleshooting [remote]. Estimated time: 6 hours
  - a. Deliverable: Verification that system is functioning according to proper specifications.
- 17.) BPA to update documentation (e.g, design documentation). Consultant to help, if necessary [remote]. Estimated time: 8 hours
  - a. Deliverable: updated documentation.
- 18.) Consultant to assist in creating and reviewing a best practice assessment [remote]. Estimated time: 16 hours
  - a. Deliverable: BPA will have basic understanding on troubleshooting and operation of firewalls.
- 19.) Consultant to perform knowledge transfer with relevant BPA teams on maintenance and operations of Palo Alto devices [remote]. Estimated time: 16 hours
  - a. Deliverable: BPA will have basic understanding on troubleshooting and operation of firewalls.

### B.3 General Responsibilities and Assumptions

- 1) Mosaic451 Responsibilities
  - a) Work to be performed remotely and on site.
  - b) Maintain communications with all parties.
  - c) Coordinate with BPA to schedule maintenance windows for migrations/cutovers.
  - d) Coordinate with BPA for any hands-on support required.
  - e) Obtain documented BPA acceptance of operational testing.
  - f) Obtain documented BPA's acceptance of operationalized status/project completion.
  - g) Consult when issues are identified
  - h) Provide consulting service with the goal of resolving technical and management problems.
- 2) Mosaic451 Assumptions
  - a) BPA will promptly provide Mosaic451 consultant with all required access to BPA's network.
  - b) BPA to schedule System (cluster) downtime, as necessary.
  - c) BPA has a fully functional active directory environment.
  - d) BPA has a fully functional multi-factor authentication mechanism supported by Palo Alto.
- 3) BPA Responsibilities
  - a) Maintain communications with all parties.
  - b) BPA to provide network diagram to consultant.
  - c) BPA to rack and stack physical devices—panoramas, firewalls, etc., and cable them to BPA's network.

### B.4 Deliverables

See Signature Page of Executed Stand Alone Purchase Order No.

81976. See also Section B.2. Specific Requirements above.

## Part C Inspection and Acceptance (Quality Assurance)

### C.1 Acceptance

The data that will be provided to the vendor or the vendor is collecting on BPA's behalf, has a rating of **moderate** under the FIPS 199 Standards for Security Categorization of Federal Information and Information Systems. A **moderate** designation requires the vendor to provide protection of BPA data using the security controls as outlined in NIST 800-53rev3/4 or the ISO27001:2005/2013 security controls. This protection must be verified through an independent 3rd party audit against NIST 800-53rev3/4 or the ISO27001:2005/2013 security controls. The 3<sup>rd</sup> party audit must be completed yearly.

The federal government program Federal Risk and Authorization Management Program (FedRAMP) provides a list of auditing organizations that have been certified to conduct these audits. The vendor is not required to use an auditor off the FedRAMP list. The list is mentioned as information only.

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The vendor will provide BPA with a date that they expect to have the audit performed and when BPA will receive the final report of the results of the audit. BPA will reserve the right to negotiate the timelines in the interest of protecting sensitive information.



**Exhibit A**

Modification No. 001, Purchase Order 81976  
Project Delivery Acceptance

1. Project Scope

a. Bonneville Power Administration (BPA) is requesting Mosaic451 consulting services to assist with the migration off of Checkpoint and Forcepoint (Websense) to Palo Alto Firewalls.

b. The requested project includes the following tasks:

i. Mosaic 451 Consultant ("Consultant") to review documentation and network diagram [on site]. BPA to approve and make necessary revisions.

- 1. Estimated time: 5 hours
- 2. Deliverable: Consultant to provide any proposed revisions to the network diagram.

Sign off initials (BPA) \_\_\_\_\_ Sign off initials (Mosaic451) \_\_\_\_\_

ii. Consultant to attend project kick-off meeting and address any questions or anticipated roadblocks involved with the project [on site].

- 1. Estimated time: 4 hours
- 2. Deliverable: Attend and provide subject expertise as necessary.

Sign off initials (BPA) \_\_\_\_\_ Sign off initials (Mosaic451) \_\_\_\_\_

iii. Consultant to assist in configuring Panorama [remote].

- 1. Estimated time: 8 hours
- 2. Deliverable: BPA will have functioning Panorama management for all Palo Alto Firewalls.

Sign off initials (BPA) \_\_\_\_\_ Sign off initials (Mosaic451) \_\_\_\_\_

iv. Consultant to assist in connecting firewalls to Panorama [remote].

- 1. Estimated time: 3 hours
- 2. Deliverable: Successful connection of firewalls to Panorama.

Sign off initials (BPA) \_\_\_\_\_ Sign off initials (Mosaic451) \_\_\_\_\_

v. Consultant to assist in connecting firewalls to Autofocus [remote].

- 1. Estimated time: 3 hours
- 2. Deliverable: Successful connection of firewalls to Autofocus.

Sign off initials (BPA) \_\_\_\_\_ Sign off initials (Mosaic451) \_\_\_\_\_

- vi. Consultant to assist in migrating Checkpoint policy using Expedition [remote]
  - 1. Estimated time: 16 hours
  - 2. Deliverable: All the Checkpoint firewall rules have been migrated to the Palo Alto firewalls.

Sign off initials (BPA) \_\_\_\_\_ Sign off initials (Mosaic451) \_\_\_\_\_

- vii. Consultant to assist in deploying and populating USER-ID from agents or direct polling of the domain controllers [remote]
  - 1. Estimated time: 8 hours
  - 2. Deliverable: Palo Alto firewalls will be ready to make rules using USER-ID.

Sign off initials (BPA) \_\_\_\_\_ Sign off initials (Mosaic451) \_\_\_\_\_

- viii. Consultant to assist in building firewall templates and device groups (that includes IPS and threat prevention) based off of Checkpoint configurations. Wildfire to be implemented at this time. [remote]
  - 1. Estimated time: 8 hours
  - 2. Deliverable: Palo Alto firewalls will be fully configured and ready for production.

Sign off initials (BPA) \_\_\_\_\_ Sign off initials (Mosaic451) \_\_\_\_\_

- ix. Consultant to assist with multi-factor authentication for managing Palo Alto networks utilizing, if possible, Smart Card authentication. In the event Smart Card is not compatible with device management, other methods will be used to establish multi-factor authentication [remote].
  - 1. Estimated time: 3 hours
  - 2. Deliverable: Palo Alto devices will be manageable via multi-factor authentication.

Sign off initials (BPA) \_\_\_\_\_ Sign off initials (Mosaic451) \_\_\_\_\_

- x. Consultant to assist with implementing MineMeld and external dynamic lists for routine cyber block requests [remote].
  - 1. Estimated time: 4 hours
  - 2. Deliverable: Palo Alto devices will be using MineMeld and external dynamic lists to complete routine cyber block requests.

Sign off initials (BPA) \_\_\_\_\_ Sign off initials (Mosaic451) \_\_\_\_\_

- xi. Consultant to assist with network cutover [remote].
  - 1. Estimated time: 4 hours
  - 2. Deliverable: Checkpoint will be off the network and Palo Alto will be the new functioning firewalls.

Sign off initials (BPA) \_\_\_\_\_ Sign off initials (Mosaic451) \_\_\_\_\_

- x. Consultant to assist in troubleshooting and tuning with respect to IPS and threat prevention [remote]
  - 1. Estimated time: 4 hours
  - 2. Deliverable: The firewall is fully functioning and IPS tuning is set to BPA's specification.

Sign off initials (BPA) \_\_\_\_\_ Sign off initials (Mosaic451) \_\_\_\_\_

- xi. Consultant to assist in configuring URL filtering and SSL decryption based on the Forcepoint configurations [remote]
  - 1. Estimated time: 8 hours
  - 2. Deliverable: URL filtering and SSL decryption is configured and ready to deploy.

Sign off initials (BPA) \_\_\_\_\_ Sign off initials (Mosaic451) \_\_\_\_\_

- xii. Consultant to assist in activating URL and SSL decryption features [remote]
  - 1. Estimated time: 4 hours
  - 2. Deliverable: URL filtering and SSL decryption is activated successfully.

Sign off initials (BPA) \_\_\_\_\_ Sign off initials (Mosaic451) \_\_\_\_\_

- xiii. Consultant to assist in troubleshooting URL filtering and SSL decryption [remote]
  - 1. Estimated time: 8 hours
  - 2. Deliverable: URL filtering and SSL decryption are functioning successfully.

Sign off initials (BPA) \_\_\_\_\_ Sign off initials (Mosaic451) \_\_\_\_\_

- xiv. Consultant to assist in conducting post-implementation operational testing and troubleshooting [remote].
  - 1. Estimated time: 6 hours
  - 2. Deliverable: Verification that system is functioning according to proper specifications.

Sign off initials (BPA) \_\_\_\_\_ Sign off initials (Mosaic451) \_\_\_\_\_

- xv. BPA to update documentation (e.g, design documentation). Consultant to help, if necessary [remote].
  - 1. Estimated time: 8 hours
  - 2. Deliverable: updated documentation.

Sign off initials (BPA) \_\_\_\_\_ Sign off initials (Mosaic451) \_\_\_\_\_

All redactions on this page are applied under 5 U.S.C. Sec. 552(b)(4), unless otherwise indicated.

- xvi. Consultant to assist in creating and reviewing a best practice assessment [remote].
  - 1. Estimated time: 16 hours
  - 2. Deliverable: BPA will have basic understanding on troubleshooting and operation of firewalls.

Sign off initials (BPA) \_\_\_\_\_ Sign off initials (Mosaic451) \_\_\_\_\_

- xvii. Consultant to perform knowledge transfer with relevant BPA teams on maintenance and operations of Palo Alto devices [remote].
  - 1. Estimated time: 16 hours
  - 2. Deliverable: BPA will have basic understanding on troubleshooting and operation of firewalls.

Sign off initials (BPA) \_\_\_\_\_ Sign off initials (Mosaic451) \_\_\_\_\_

2. Deliverables Acceptance

With the signatures below, Bonneville Power Administration hereby acknowledges it has received all goods and services from Mosaic451 as outlined in the Project Scope, above.

Network Security Team Lead:

Bonneville Power Administration
Name (print):
Signature:
Title:
Date:

Contracting Officer's Representative:

Bonneville Power Administration
Name (print):
Signature:

All redactions on this page are applied under 5 U.S.C. Sec. 552(b)(4), unless otherwise indicated.

Title:

Date:

**Mail Invoice To:**  
 acctspay@bpa.gov (Preferred)  
 BPA TRANS - DISBURSEMENT - FTD  
 P.O. BOX 3621  
 PORTLAND OR 97208-3621

**Purchase Order : 00081976**  
**Revision : 002**  
**Release :**  
**Printed : 12/03/19**  
**Page : 1**

**Contractor:**  
 MOSAIC451 FEDERAL SERVICES LLC  
 3838 N CENTRAL AVE  
 SUITE 2050  
 PHOENIX AZ 85012

**Please Direct Inquiries to:**  
 KIM L. ODEN  
**Title:** CONTRACT SPECIALIST  
**Phone:** 503-230-4389  
**kloden@bpa.gov**  
**SHIPMENT & INVOICE MUST BE MARKED WITH**  
**BPA PO # TO BE ACCEPTED. NOTIFY CONTACT**  
**ABOVE WITH UPDATED SHIPPING SCHEDULES**  
**\*\*\*\* PO REVISION \*\*\*\***

**Attn: Marvin Molina**

**\*\*\*\* NOTE CHANGES \*\*\*\***

<b>Payment Terms</b>	<b>%</b>	<b>Days Net</b>	<b>30</b>	<b>Days</b>	<b>ERS: N</b>	<b>Tax Exempt: 93-0334712</b>
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<i>Line</i>	<i>Qty</i>	<i>UP</i>	<i>Item Description</i>	<i>Unit Price</i>	<i>Extended Price</i>
0031	4	EA	Catalog ID: *ADD ADDITIONAL PO LINE*		
			Qty: 4	Delivery Date: 12/05/19	NON-TAXABLE
			PAN-PA-2RU- RACK4 PALO ALTO PA-3220, PA-3250, AND PA-3260 4 POST RACK MOUNT KIT Mfr/Vendor: PALO ALTO Model : Part : PAN-PA-2RU- RACK4 Line Ship To: BONNEVILLE POWER ADMIN. ROSS WAREHOUSE 3101 NE MINNEHAHA STREET VANCOUVER WA 98663 Attention : RECEIVING		

<i>Line</i>	<i>Qty</i>	<i>UP</i>	<i>Item Description</i>	<i>Unit Price</i>	<i>Extended Price</i>
0032	2	EA	Catalog ID: *ADD ADDITIONAL PO LINE*		
					NON-TAXABLE

**Mail Invoice To:**

acctspay@bpa.gov (Preferred)  
BPA TRANS - DISBURSEMENT - FTD  
P.O. BOX 3621  
PORTLAND OR 97208-3621

**Purchase Order** : 00081976  
**Revision** : 002  
**Release** :  
**Printed** : 12/03/19  
**Page** : 2

**Qty:** 2 **Delivery Date:** 12/05/19

PAN-PA-3260- VSYS-5 VIRTUAL SYSTEMS  
UPGRADE - ADDITIONAL  
5 VIRTUAL SYSTEMS (1 TO 6) FOR PA- 3260

**Mfr/Vendor:** PALO ALTO

**Model :**

**Part :** PAN-PA-3260- VSYS-5

**Line Ship To:** BONNEVILLE POWER ADMIN.  
ROSS WAREHOUSE  
3101 NE MINNEHAHA STREET  
VANCOUVER WA 98663

**Attention :** RECEIVING

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0033 4 EA Catalog ID: [REDACTED] [REDACTED]  
\*ADD ADDITIONAL PO LINE\*  
NON-TAXABLE

**Qty:** 4 **Delivery Date:** 12/05/19

PAN-PA-3260-TP- 3YR-HA2 THREAT  
PREVENTION SUBSCRIPTION 3 YEAR  
PREPAID FOR DEVICE IN AN HA PAIR,  
PA-3260

**Mfr/Vendor:** PALO ALTO

**Model :**

**Part :** PAN-PA-3260-TP- 3YR-HA2

**Line Ship To:** BONNEVILLE POWER ADMIN.  
ROSS WAREHOUSE  
3101 NE MINNEHAHA STREET  
VANCOUVER WA 98663

**Attention :** RECEIVING

Line	Qty	UP	Item Description	Unit Price	Extended Price
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**Mail Invoice To:**  
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 BPA TRANS - DISBURSEMENT - FTD  
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**Purchase Order : 00081976**  
**Revision : 002**  
**Release :**  
**Printed : 12/03/19**  
**Page : 3**

0034 4 EA Catalog ID: [REDACTED] [REDACTED]  
**\*ADD ADDITIONAL PO LINE\***  
 Qty: 4 Delivery Date: 12/05/19  
**NON-TAXABLE**  
 PAN-SVC- PREMUSG-3260- FOR US  
 GOVERNMENT ACCOUNTS ONLY.  
 PREMIUM SUPPORT 3-YEAR PREPAID, PA-3260  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-SVC- PREMUSG-3260-  
**Line Ship To:** BONNEVILLE POWER ADMIN.  
 ROSS WAREHOUSE  
 3101 NE MINNEHAHA STREET  
 VANCOUVER WA 98663  
**Attention :** RECEIVING

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0035 2 EA Catalog ID: [REDACTED] [REDACTED]  
**\*ADD ADDITIONAL PO LINE\***  
 Qty: 2 Delivery Date: 12/05/19  
**NON-TAXABLE**  
 PAN-SVC-PREMUSG-M-200-P FOR US  
 GOVERNMENT ACCOUNTS ONLY.  
 PREMIUM SUPPORT 3-YEAR PREPAID,  
 PANORAMA M-200, 1000 DEVICES  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-SVC-PREMUSG-M-200-P-1K-3YR  
**Line Ship To:** BONNEVILLE POWER ADMIN.  
 ROSS WAREHOUSE  
 3101 NE MINNEHAHA STREET  
 VANCOUVER WA 98663  
**Attention :** RECEIVING



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**Purchase Order** : 00081976  
**Revision** : 002  
**Release** :  
**Printed** : 12/03/19  
**Page** : 4

Line	Qty	UP	Item Description	Unit Price	Extended Price
0036	2	EA	Catalog ID: *ADD ADDITIONAL PO LINE*		
			<b>Qty:</b> 2 <b>Delivery Date:</b> 12/05/19		NON-TAXABLE
			PAN-M-200-P-1K PANORAMA CENTRAL MANAGEMENT SOFTWARE LICENSE, 1000 DEVICES FOR THE M-200 <b>Mfr/Vendor:</b> PALO ALTO <b>Model :</b> <b>Part :</b> PAN-M-200-P-1K <b>Line Ship To:</b> BONNEVILLE POWER ADMIN. ROSS WAREHOUSE 3101 NE MINNEHAHA STREET VANCOUVER WA 98663  <b>Attention :</b> RECEIVING		

Line	Qty	UP	Item Description	Unit Price	Extended Price
0037	70	EA	Catalog ID: *ADD ADDITIONAL PO LINE*		
			<b>Qty:</b> 70 <b>Delivery Date:</b> 12/05/19		NON-TAXABLE
			PAN-SVC- PREMUSG-220- 3YR FOR US GOVERNMENT ACCOUNTS ONLY. PREMIUM SUPPORT 3-YEAR PREPAID, PA-220 <b>Mfr/Vendor:</b> PALO ALTO <b>Model :</b> <b>Part :</b> PAN-SVC- PREMUSG-220- 3YR <b>Line Ship To:</b> BONNEVILLE POWER ADMIN. ROSS WAREHOUSE 3101 NE MINNEHAHA STREET VANCOUVER WA 98663  <b>Attention :</b> RECEIVING		

**Mail Invoice To:**  
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**Purchase Order : 00081976**  
**Revision : 002**  
**Release :**  
**Printed : 12/03/19**  
**Page : 5**

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0038	10	EA	Catalog ID: [REDACTED]	[REDACTED]	[REDACTED]
			<b>*ADD ADDITIONAL PO LINE*</b>		
					<b>NON-TAXABLE</b>
		Qty:	10	Delivery Date:	12/05/19
			PAN-PA-220-RACKTRAY RACK MOUNTABLE TRAY FOR UP TO TWO PA-220S AND 4 POWER ADAPTERS. SUPPORTS BOTH 2 POST AND 4 POST RACKS.		
		Mfr/Vendor:	PALO ALTO		
		Model :			
		Part :	PAN-PA-220-RACKTRAY		
		Line Ship To:	BONNEVILLE POWER ADMIN. ROSS WAREHOUSE 3101 NE MINNEHAHA STREET VANCOUVER WA 98663		
		Attention :	RECEIVING		

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0039	4	EA	Catalog ID: [REDACTED]	[REDACTED]	[REDACTED]
			<b>*ADD ADDITIONAL PO LINE*</b>		
					<b>NON-TAXABLE</b>
		Qty:	4	Delivery Date:	12/05/19
			PAN-PA-5260-TP- 3YR-HA2 THREAT PREVENTION SUBSCRIPTION 3 YEAR PREPAID FOR DEVICE IN AN HA PAIR, PA-5260		
		Mfr/Vendor:	PALO ALTO		
		Model :			
		Part :	PAN-PA-5260-TP- 3YR-HA2		

**Mail Invoice To:**

acctspay@bpa.gov (Preferred)  
 BPA TRANS - DISBURSEMENT - FTD  
 P.O. BOX 3621  
 PORTLAND OR 97208-3621

**Purchase Order** : 00081976  
**Revision** : 002  
**Release** :  
**Printed** : 12/03/19  
**Page** : 6

**Line Ship To:** BONNEVILLE POWER ADMIN.  
 ROSS WAREHOUSE  
 3101 NE MINNEHAHA STREET  
 VANCOUVER WA 98663

**Attention :** RECEIVING

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0040 4 EA Catalog ID: [REDACTED] [REDACTED]  
 \*ADD ADDITIONAL PO LINE\*  
 NON-TAXABLE

**Qty:** 4 **Delivery Date:** 12/05/19

PAN-SVC- PREMUSG-5260- 3YR FOR US  
 GOVERNMENT ACCOUNTS ONLY. PREMIUM  
 SUPPORT 3-YEAR PREPAID, PA-5260  
**Mfr/Vendor:** PALO ALTO

**Model :**  
**Part :** PAN-SVC- PREMUSG-5260- 3YR

**Line Ship To:** BONNEVILLE POWER ADMIN.  
 ROSS WAREHOUSE  
 3101 NE MINNEHAHA STREET  
 VANCOUVER WA 98663

**Attention :** RECEIVING

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0041 4 EA Catalog ID: [REDACTED] [REDACTED]  
 \*ADD ADDITIONAL PO LINE\*  
 NON-TAXABLE

**Qty:** 4 **Delivery Date:** 12/05/19

PAN-PA-5260- WF-3YR-HA2 WILDFIRE  
 SUBSCRIPTION 3 YEAR  
 PREPAID FOR DEVICE IN AN HA PAIR,  
 PA-5260

**Mail Invoice To:**  
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**Purchase Order : 00081976**  
**Revision : 002**  
**Release :**  
**Printed : 12/03/19**  
**Page : 7**

**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-PA-5260- WF-3YR-HA2  
**Line Ship To:** BONNEVILLE POWER ADMIN.  
 ROSS WAREHOUSE  
 3101 NE MINNEHAHA STREET  
 VANCOUVER WA 98663  
  
**Attention :** RECEIVING

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0042	4	EA	Catalog ID: 0001022382	0	
			*ADD ADDITIONAL PO LINE*		
					NON-TAXABLE
		<b>Qty:</b>	4	<b>Delivery Date:</b>	12/05/19
			FIREWALL, NETWORK, PALO ALTO PA-5260 WITH REDUNDANT AC POWER SUPPLIES		
		<b>Mfr/Vendor:</b>	PALO ALTO		
		<b>Model :</b>	PAN-PA-5260-AC		
		<b>Part :</b>	PAN-PA-5260-AC		
		<b>Line Ship To:</b>	BONNEVILLE POWER ADMIN. ROSS WAREHOUSE 3101 NE MINNEHAHA STREET VANCOUVER WA 98663		
		<b>Attention :</b>	RECEIVING		

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0043	4	EA	Catalog ID:		
			*ADD ADDITIONAL PO LINE*		
					NON-TAXABLE
		<b>Qty:</b>	4	<b>Delivery Date:</b>	12/05/19
			PAN-PA-5260-DNS-3YR-HA2 DNS SUBSCRIPTION 3		

**Mail Invoice To:**  
 acctspay@bpa.gov (Preferred)  
 BPA TRANS - DISBURSEMENT - FTD  
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**Purchase Order :** 00081976  
**Revision :** 002  
**Release :**  
**Printed :** 12/03/19  
**Page :** 8

YEAR PREPAID FOR DEVICE IN AN HA PAIR,  
 PA-5260

**Mfr/Vendor:** PALO ALTO

**Model :**

**Part :** PAN-PA-5260-DNS-3YR-HA2

**Line Ship To:** BONNEVILLE POWER ADMIN.  
 ROSS WAREHOUSE  
 3101 NE MINNEHAHA STREET  
 VANCOUVER WA 98663

**Attention :** RECEIVING

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0044	70	EA	Catalog ID: 0001023041	0	██████████
			*ADD ADDITIONAL PO LINE*		
					██████████
					NON-TAXABLE
		<b>Qty:</b>	70	<b>Delivery Date:</b>	12/05/19

FIREWALL, NETWORK, PALO ALTO PA-220.

**Mfr/Vendor:** PALO ALTO

**Model :** PAN-PA-220

**Part :** PAN-PA-220

**Line Ship To:** BONNEVILLE POWER ADMIN.  
 ROSS WAREHOUSE  
 3101 NE MINNEHAHA STREET  
 VANCOUVER WA 98663

**Attention :** RECEIVING

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0045	4	EA	Catalog ID: 0001023044	0	██████████
			*ADD ADDITIONAL PO LINE*		
					██████████
					NON-TAXABLE
		<b>Qty:</b>	4	<b>Delivery Date:</b>	12/05/19

FIREWALL, PALO ALTO NETWORKS PA-3260

**Mail Invoice To:**  
 acctspay@bpa.gov (Preferred)  
 BPA TRANS - DISBURSEMENT - FTD  
 P.O. BOX 3621  
 PORTLAND OR 97208-3621

**Purchase Order : 00081976**  
**Revision : 002**  
**Release :**  
**Printed : 12/03/19**  
**Page : 9**

WITH REDUNDANT AC POWER SUPPLIES

**Mfr/Vendor:** PALO ALTO  
**Model :** PAN-PA-3260  
**Part :** PAN-PA-3260

**Line Ship To:** BONNEVILLE POWER ADMIN.  
 ROSS WAREHOUSE  
 3101 NE MINNEHAHA STREET  
 VANCOUVER WA 98663

**Attention :** RECEIVING

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0046	2	EA	Catalog ID: 0001022386	0	██████████
			*ADD ADDITIONAL PO LINE*		██████████
					NON-TAXABLE
		<b>Qty:</b>	2	<b>Delivery Date:</b>	12/05/19

FIREWALL, NETWORK, PALO ALTO M-200,  
 16TB RAID STOR (4 8TB RAID CERT DRV  
 PREIN) RCK MNT RL

**Mfr/Vendor:** PALO ALTO  
**Model :** PAN-M-200  
**Part :** PAN-M-200

**Line Ship To:** BONNEVILLE POW. ADMIN.  
 ROSS WAREHOUSE  
 3101 NE MINNEHAHA STREET  
 VANCOUVER WA 98663

**Attention :** RECEIVING

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0047	4	EA	Catalog ID: 0001022396	0	██████████
			*ADD ADDITIONAL PO LINE*		██████████
					NON-TAXABLE
		<b>Qty:</b>	4	<b>Delivery Date:</b>	12/05/19

UNITED STATES  
GOVERNMENT

**PURCHASE ORDER**

Bonneville Power  
Administration

**Mail Invoice To:**  
acctspay@bpa.gov (Preferred)  
BPA TRANS - DISBURSEMENT - FTD  
P.O. BOX 3621  
PORTLAND OR 97208-3621

**Purchase Order** : 00081976  
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**Release** :  
**Printed** : 12/03/19  
**Page** : 10

MOUNTING KIT, PALO ALTO NETWORKS  
PA-5200 4 POST RACK MOUNT KIT.

Mfr/Vendor: PALO ALTO  
Model : PAN-PA-5200-RACK4  
Part : PAN-PA-5200-RACK4

Line Ship To: BONNEVILLE POWER ADMIN.  
ROSS WAREHOUSE  
3101 NE MINNEHAHA STREET  
VANCOUVER WA 98663

Attention : RECEIVING

*Purchase Order Total Amount*

PO Previous Total :  
Revision Net Change:  
TOTAL THIS PO:



(b) (6)	
Date Signed <u>12/10/19</u>	Date Signed _____

Standards and Procedures Text Attached

\* \* \* End of Purchase Order \* \* \*







**Department of Energy**  
Contract Specialist, Kim L. Oden / NSSF  
Bonneville Power Administration  
PO Box 3621  
Portland, Oregon 97208-3621

November 1, 2019

In reply refer to: NSSF – 4

Mosaic451  
3838 North Central Ave  
Suite 2050  
Phoenix, AZ 85012

Approval via Email

Subject: Proposed Revision No. 002 of PO No. 81976  
Title: SCP 2001 NEXT GEN FIREWALL - PALO ALTO

This letter constitutes an authorization for Mosaic451, to order and deliver products for the project described above, subject to the following:

1. This authorization is effective as of November 1, 2019 and will be incorporated into the executed order modification known as Revision No. 002.
2. A maximum of [REDACTED] of costs may be incurred as depicted in the attached revision of PO No. 81976. Expenditures above that amount are not authorized and are at your own risk.
3. No payments will be made before a definitized revised purchase order is completed for this purchase.
4. When the revision of PO No. 81976 is definitized, it will be a for the line items depicted in the attached unsigned revised PO.
5. It will be defined as Revision No. 002 and will be a firm fixed price type order.
6. All purchases authorized by this Letter Contract is described in the attached Mosaic451 Quote No. 000919v1 and shall be provided in accordance of the Terms and Condition of PO No. 81976.
7. For general procurement purposes; in the event of termination prior to execution of a definitized purchase order, calculation of payments due under this authorization will be accomplished under the provisions of Contract Clause Termination for Default (28-9.1) or Termination for the Convenience of BPA (28-10.1) in alignment of the Bonneville Purchasing Instructions.
8. If applicable, Mosaic451 is obligated to furnish cost or pricing information to support claims under the Termination clauses referenced in item (8), above, if the BPA Contracting Officer request such information.
9. This authorization is subject to the cost principles described in Part 13 of the Bonneville Purchasing Instructions.
10. A definitized revision of PO No. 81976 is expected to be executed within 15 business days from the authorized award date.
11. Additional agreed upon products or services not covered under this Letter Contract authorization may be added to the definitized BPA award prior to and upon execution of the subject revision.

If you have questions regarding this authorization, please feel free to contact Kim Oden at [kloden@bpa.gov](mailto:kloden@bpa.gov) or call 503-230-4389 or Contracting Officer, Josh Kulak at [jskulak@bpa.gov](mailto:jskulak@bpa.gov).

Sincerely,

Josh Kulak  
Contracting Officer – NSSF

Cc:

COR, Jackie Quinn  
Official File

Enclosure:

Revision No. 002-81976  
Mosaic451 Quote No. 000919v1

## STATEMENT OF WORK

### A.1 Goal of Purchase Order

The objective of this modification is for professional consulting and training services as part of Bonneville Power Administration's (BPA's) Simple Capital Procurement 2001 Next Generation Firewall (phase 2) effort.

Bonneville Power Administration (BPA) is requesting Mosaic451 consulting services to assist with the migration off of Cisco firewalls and on to Palo Alto firewalls. See Part B for specific tasks to be performed. The vendor will not instantiate any BPA information back into the vendor's corporate infrastructure. Failure to comply with this requirement will result in additional demonstration by the vendor to show BPA's information is being protected. Additional requirements are outlined in the Information Protection section of this SOW.

Information the consultant will be reviewing on BPA devices only (BPA will approve and make any necessary revisions to BPA documentation and/or diagrams) are the following:

- Network topology diagrams – specifically for Data Center and Physical Security networks.
- Cisco configuration – this *could* include a 'show running' of our Data Center and Physical Security policies or it would be something related to BPA system polices for this designated work.

### A.2 Location of Work

This work shall predominantly be performed remotely by contractor staff that will interact with BPA staff through email, phone, screen sharing, and other collaboration technologies, to include onsite consultations. This project will be performed within the BPA service area of the Pacific Northwest. Identified deliverable known as M541-CONSULT-TE which is representation of travel needs is set as a "not to exceed" cost billed as an actual per trip with a total cost outlined in the executed purchase order.

### A.3 BPA-Furnished Property or Services

BPA shall furnish an RSA token and access to the BPA information network for the consultant. Access will be completed through the MyPC environment. No BPA information that should come under the vendor or subcontractor's control subject to FISMA controls may be taken offsite from BPA as a part of this contract and **no** electronic storage devices may be brought on BPA premises.

This interface requires multiple authentications that include the RSA token, account and password. BPA will provide all necessary network accounts for remote access to be used in the ongoing support described in the scope of services.

The following shall apply:

- a) The Contractor personnel handling the information shall be issued an RSA token, which shall be requested and managed by the COR.
- b) The COR and Contractor shall be responsible for coordinating account activation and permissions to shared folders on the BPA network.
- c) All information associated with the work performed under this contract shall be maintained in the BPA network environment. No BPA information shall be allowed to be transmitted, stored, and created, etc., on the Contractor's personal devices.
- d) The Contractor shall abide by Bonneville Power Administration Manual 1110 (BPAM 1110) Business use of BPA Information Technology Services Policy whenever using BPA

equipment BPAM 1110 is available by request or at the following internal site, <http://internal.bpa.gov/Policy/Pages/BPAManual.aspx>. Failure to abide by these rules may result in termination of access, permission, the contract and possible legal action by BPA.

e) The Contractor personnel shall be required to take information security training to qualify for using the BPA-provided RSA Token and BPA network access. Arrangements shall be made for taking the courses online by accessing the following internal site (<http://internal.bpa.gov/EmployeeCenter/Training/Pages/RequiredTraining.aspx>), or through printed copies of the training materials.

The following will need to be completed on an annual basis (this list is subject to change):

- BPA Course 010964—Cyber Security/NERC CIP
- BPA Course 004217—Annual Security Refresher
- BPA Course 011556—Information Protection ALL BPA
- BPA Course 011595—Information Protection AdvUser
- BPA Course 011957—Information Governance Lifecycle Management (IGLM)

f) The COR and consultant are responsible for tracking completed training and ensuring completion.

g) Upon completion of the contract, the COR shall be responsible for suspending account access of the consultant to BPA networks. The Contractor personnel shall mail the RSA Token to the following address or return it to the COR if onsite:

Bonneville Power Administration  
ATTN: COR (Jackie Quinn – JNPC/Z992)  
P.O. Box 3621  
Portland, OR 97208-3621

h) The Contractor personnel shall be responsible for the safe-keeping of the BPA issued RSA Token at all times. If the RSA Token is lost or compromised, the Contractor personnel shall immediately contact the COR.

i) The Contractor personnel shall only utilize the RSA token when conducting work directly related to the Statement of Work. Any other work is unauthorized.

#### **A.4 Documentation**

Specifications and federal standards are to be used in the performance of work.

Acceptance of Deliverables document will be completed by Contractor and BPA. (Exhibit A: Project Delivery Acceptance)

#### **A.5 Contractor-Furnished Property or Service**

The Contractor is required to provide all property and services in support of this contract, except those mentioned under section A.3 above.

### **Part B Task and Requirements**

#### **B.1 Key Personnel**

The Contractor is required to provide a designated Consultant as the point of contact between BPA and the Contractor. This person must be a Senior Network Security Engineer with advanced knowledge in Network Security with following experience:

- 10 years of network engineering experience designing, installing, configuring and securing Local Area Networks and Wide Area Networks in an enterprise environment
- Knowledge and experience working with network security components such as firewalls, VPN, IPS/IDS, SIEM

- In depth knowledge of Network Security Architectures
- Knowledge of information systems security standards and practices (e.g., access control and system hardening, system audit and log file monitoring, security policies, and incident handling)
- Understand potential and emerging information security threats, vulnerabilities, and control techniques to assist in driving new controls to mitigate threats/risks
- Knowledge of protocols and technologies such as TCP, UDP, SSL, IPSEC, SSH, Netflow, DNS and DHCP.
- Knowledge of security compliance standards such as NIST, PCI and CIP
- Knowledge on penetration testing techniques and tools, security audits and assessments

## B.2 Specific Requirements.

- 1.) Mosaic 451 Consultant (“Consultant”) to review documentation and network diagram [on site]. BPA to approve and make necessary revisions.
  - a. Deliverable: Consultant to provide any proposed revisions to the network diagram.
- 2.) Consultant to attend project kick-off meeting and address any questions or anticipated roadblocks involved with the project [on site].
  - a. Deliverable: Attend and provide subject expertise as necessary.
- 3.) Consultant to assist with scripting and migration of current relevant Panorama configuration to new physical security Panorama appliances.
  - a. Deliverable: Panorama for physical security configured and ready for connection to Palo Alto firewalls.
- 4.) Consultant to assist in connecting firewalls to Panorama [remote].
  - a. Deliverable: Successful connection of firewalls to Panorama.
- 5.) Consultant to assist in migrating Cisco policy using Expedition [on site].
  - a. Deliverable: All the Cisco relevant firewall configuration have been migrated to the Palo Alto firewalls. This includes site-to-site VPN configuration for physical security firewalls and firewall rules for both environments.
- 6.) Consultant to assist with Next Generation firewall optimization of rules.
  - a. Deliverable: Optimized rules created with associated NGFW security profiles.
- 7.) Consultant to assist with migrating configuration baselining work previously accomplished in phase 1 effort. This work included compliance with DISA STIG and Palo Alto best practices.
  - a. Deliverable: Configuration baseline migrated to new Palo Alto firewalls.
- 8.) Consultant to assist in deploying and populating USER-ID from agents or direct polling of the domain controllers [remote].
  - a. Deliverable: Palo Alto firewalls will be ready to make rules using USER-ID.
- 9.) Consultant to assist in building firewall templates and device groups (that includes IPS and threat prevention) based off of Cisco configurations. Wildfire to be implemented at this time. [remote].
  - a. Deliverable: Palo Alto firewalls will be fully configured and ready for production.
- 10.) Consultant to assist with authentication for managing Palo Alto networks.
  - a. Deliverable: Palo Alto devices will be manageable via external directory service.
- 11.) Consultant to assist with network cutover [remote].

- a. Deliverable: Cisco will be off the network and Palo Alto will be the new functioning firewalls.
- 12.) Consultant to assist in troubleshooting and tuning with respect to all security profiles. [remote].
  - a. Deliverable: The firewall is fully functioning and security profiles are set to BPA's specification.
- 13.) Consultant to assist in conducting post-implementation operational testing and troubleshooting [remote].
  - a. Deliverable: Verification that system is functioning according to proper specifications.
- 14.) BPA to update documentation (e.g, design documentation). Consultant to help, if necessary [remote].
  - a. Deliverable: updated documentation.
- 15.) Consultant to assist in creating and reviewing a best practice assessment [remote].
  - a. Deliverable: The firewall's configuration modified according to best practice assessment.
- 16.) Consultant to perform knowledge transfer with relevant BPA teams on maintenance and operations of Palo Alto devices [remote].
  - a. Deliverable: BPA will have basic understanding on troubleshooting and operation of firewalls.

### **B.3 General Responsibilities and Assumptions**

- 1) Mosaic451 Responsibilities
  - a) Work to be performed remotely and on site.
  - b) Maintain communications with all parties.
  - c) Coordinate with BPA to schedule maintenance windows for migrations/cutovers.
  - d) Coordinate with BPA for any hands-on support required.
  - e) Obtain documented BPA acceptance of operational testing.
  - f) Obtain documented BPA's acceptance of operationalized status/project completion.
  - g) Consult when issues are identified
  - h) Provide consulting service with the goal of resolving technical and management problems.
- 2) Mosaic451 Assumptions
  - a) BPA will promptly provide Mosaic451 consultant with all required access to BPA's network.
  - b) BPA to schedule System (cluster) downtime, as necessary.
  - c) BPA has a fully functional active directory environment.
  - d) BPA has a fully functional multi-factor authentication mechanism supported by Palo Alto.
- 3) BPA Responsibilities
  - a) Maintain communications with all parties.
  - b) BPA to provide network diagram to consultant.
  - c) BPA to rack and stack physical devices (firewalls, etc), and cable them to BPA's network.

### **B.4 Deliverables**

See Signature Page of Executed Stand Alone Purchase Order No. 81976. See also Section B.2. Specific Requirements above. Deliverables are billable in three equal payments upon completion of deliverables 1-6, 7-10, and 11-16. Travel is billable upon completion of each trip with expense report and receipts.

## Part C Inspection and Acceptance (Quality Assurance)

### C.1 Information Protection

The data that will be provided to the vendor or the vendor is collecting on BPA's behalf, has a rating of **moderate** under the FIPS 199 Standards for Security Categorization of Federal Information and Information Systems. As long as the vendor's consultant only uses BPA computer systems in support of this work, no additional requirements are set for the vendor to achieve. However, if the consultant or the vendor as a whole instantiates BPA information into the vendor's corporate logical or physical environment, the vendor will be responsible for the ensuring BPA's information is adequately protected.

Please see below for the level of protection and demonstration of proof that will be required:

The data is rated as a moderate. A **moderate** designation requires the vendor to provide protection of BPA data using the security controls as outlined in NIST 800-53rev3/4 or the ISO27001:2005/2013 security controls. This protection must be verified through an independent 3rd party audit against NIST 800-53rev3/4 or the ISO27001:2005/2013 security controls. The 3rd party audit must be completed yearly. The federal government program Federal Risk and Authorization Management Program (FedRAMP) provides a list of auditing organizations that have been certified to conduct these audits. The vendor is not required to use an auditor off the FedRAMP list. The list is mentioned as information only.

The vendor will be required to provide BPA with a date that they expect to have the audit performed and when BPA will receive the final report of the results of the audit. BPA will reserve the right to negotiate the timelines in the interest of protecting sensitive information.

**Exhibit B**  
**Purchase Order 81976 Modification 002**  
**Project Delivery Acceptance**

1.) Mosaic 451 Consultant (“Consultant”) to review documentation and network diagram [on site]. BPA to approve and make necessary revisions.

a. Deliverable: Consultant to provide any proposed revisions to the network diagram.

Sign off initials (BPA) \_\_\_\_\_ Sign off initials (Mosaic451) \_\_\_\_\_

2.) Consultant to attend project kick-off meeting and address any questions or anticipated roadblocks involved with the project [on site].

a. Deliverable: Attend and provide subject expertise as necessary.

Sign off initials (BPA) \_\_\_\_\_ Sign off initials (Mosaic451) \_\_\_\_\_

3.) Consultant to assist with scripting and migration of current relevant Panorama configuration to new physical security Panorama appliances.

a. Deliverable: Panorama for physical security configured and ready for connection to Palo Alto firewalls.

Sign off initials (BPA) \_\_\_\_\_ Sign off initials (Mosaic451) \_\_\_\_\_

4.) Consultant to assist in connecting firewalls to Panorama [remote].

a. Deliverable: Successful connection of firewalls to Panorama.

Sign off initials (BPA) \_\_\_\_\_ Sign off initials (Mosaic451) \_\_\_\_\_

5.) Consultant to assist in migrating Cisco policy using Expedition [on site].

a. Deliverable: All the Cisco relevant firewall configuration have been migrated to the Palo Alto firewalls. This includes site-to-site VPN configuration for physical security firewalls and firewall rules for both environments.

Sign off initials (BPA) \_\_\_\_\_ Sign off initials (Mosaic451) \_\_\_\_\_

6.) Consultant to assist with Next Generation firewall optimization of rules.

a. Deliverable: Optimized rules created with associated NGFW security profiles.

Sign off initials (BPA) \_\_\_\_\_ Sign off initials (Mosaic451) \_\_\_\_\_

7.) Consultant to assist with migrating configuration baselining work previously accomplished in phase 1 effort. This work included compliance with DISA STIG and Palo Alto best practices.

a. Deliverable: Configuration baseline migrated to new Palo Alto firewalls.

Sign off initials (BPA) \_\_\_\_\_ Sign off initials (Mosaic451) \_\_\_\_\_

8.) Consultant to assist in deploying and populating USER-ID from agents or direct polling of the domain controllers [remote].

a. Deliverable: Palo Alto firewalls will be ready to make rules using USER-ID.

Sign off initials (BPA) \_\_\_\_\_ Sign off initials (Mosaic451) \_\_\_\_\_

9.) Consultant to assist in building firewall templates and device groups (that includes IPS and threat prevention) based off of Cisco configurations. Wildfire to be implemented at this time. [remote].

a. Deliverable: Palo Alto firewalls will be fully configured and ready for production.

Sign off initials (BPA) \_\_\_\_\_ Sign off initials (Mosaic451) \_\_\_\_\_



- 10.) Consultant to assist with authentication for managing Palo Alto networks.
  - a. Deliverable: Palo Alto devices will be manageable via external directory service.  
Sign off initials (BPA) \_\_\_\_\_ Sign off initials (Mosaic451) \_\_\_\_\_
- 11.) Consultant to assist with network cutover [remote].
  - a. Deliverable: Cisco will be off the network and Palo Alto will be the new functioning firewalls.  
Sign off initials (BPA) \_\_\_\_\_ Sign off initials (Mosaic451) \_\_\_\_\_
- 12.) Consultant to assist in troubleshooting and tuning with respect to all security profiles. [remote].
  - a. Deliverable: The firewall is fully functioning and security profiles are set to BPA's specification.  
Sign off initials (BPA) \_\_\_\_\_ Sign off initials (Mosaic451) \_\_\_\_\_
- 13.) Consultant to assist in conducting post-implementation operational testing and troubleshooting [remote].
  - a. Deliverable: Verification that system is functioning according to proper specifications.  
Sign off initials (BPA) \_\_\_\_\_ Sign off initials (Mosaic451) \_\_\_\_\_
- 14.) BPA to update documentation (e.g, design documentation). Consultant to help, if necessary [remote].
  - a. Deliverable: updated documentation.  
Sign off initials (BPA) \_\_\_\_\_ Sign off initials (Mosaic451) \_\_\_\_\_
- 15.) Consultant to assist in creating and reviewing a best practice assessment [remote].
  - a. Deliverable: The firewall's configuration modified according to best practice assessment.  
Sign off initials (BPA) \_\_\_\_\_ Sign off initials (Mosaic451) \_\_\_\_\_
- 16.) Consultant to perform knowledge transfer with relevant BPA teams on maintenance and operations of Palo Alto devices [remote].
  - a. Deliverable: BPA will have basic understanding on troubleshooting and operation of firewalls.  
Sign off initials (BPA) \_\_\_\_\_ Sign off initials (Mosaic451) \_\_\_\_\_

**Deliverables Acceptance**

With the signatures below, Bonneville Power Administration hereby acknowledges it has received all goods and services from Mosaic451 as outlined in the Project Scope, above.

Network Security Team Lead:

Bonneville Power Administration
Name (print):
Signature:
Title:
Date:

Contracting Officer's Representative:

Bonneville Power Administration
Name (print):
Signature:
Title:
Date:



# MODIFICATION/REVISION CONTINUATION PAGE

**SUMMARY**

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)*

**Changes – Fixed Price (28-6)**

II. DESCRIPTION OF MODIFICATION/REVISION: SUMMARY OF CHANGES FOR 81976-002

The purpose of this bilateral modification is to add line items to PO No. 81976 that were inadvertently left off and to add funds resulting in an increase to the purchase order value.

This modification consists of the following:

- Revised PO Signature Page
  - Letter Contract and Confirmation
  - Statement of Work
  - Continuation Sheet
1. See the revised purchase order Signature Page illustrating the added number of deliverables to be procured known as Line Item No. 031-047 and the correlating unit price and delivery date.
  2. See the attached Statement of Work as it relates to Mosaic Quote No. 0009119V1 incorporated by reference.
  3. Funds are increased in the amount of [REDACTED], taking the total purchase value from [REDACTED] to [REDACTED]
  4. Please submit service inquires to Contracting Officer's Representative (COR) Jackie Quinn via email at [jlquinn@bpa.gov](mailto:jlquinn@bpa.gov).
  5. Please submit all other contract matters via email to Contract Specialist, Kim Oden at [kloden@bpa.gov](mailto:kloden@bpa.gov).
  6. The specifications, terms and conditions of 81976 remain unchanged and apply to this modification.

(END OF CONTINUATION SHEET)

**Mail Invoice To:**  
 acctspay@bpa.gov (Preferred)  
 BPA TRANS - DISBURSEMENT - FTD  
 P.O. BOX 3621  
 PORTLAND OR 97208-3621

**Purchase Order :** 00081976  
**Revision :** 003  
**Release :**  
**Printed :** 04/05/21  
**Page :** 1

*Contractor:*  
**MOSAIC451 FEDERAL SERVICES LLC**  
**3838 N CENTRAL AVE**  
**SUITE 2050**  
**PHOENIX AZ 85012**

*Please Direct Inquiries to:*  
**KIM L. ODEN**  
**Title: CONTRACT SPECIALIST**  
**Phone: 503-230-4389**  
**kloden@bpa.gov**

**Attn: Marvin Molina**

**SHIPMENT & INVOICE MUST BE MARKED WITH  
 BPA PO # TO BE ACCEPTED. NOTIFY CONTACT  
 ABOVE WITH UPDATED SHIPPING SCHEDULES**

**REVISION**

<b>Payment Terms</b>	<b>%</b>	<b>Days Net</b>	<b>30</b>	<b>Days</b>	<b>ERS: N</b>	<b>Tax Exempt: 93-0334712</b>
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**Primary Ship To:** BONNEVILLE POWER ADMIN.  
 ROSS WAREHOUSE  
 3101 NE MINNEHAHA STREET  
 VANCOUVER WA 98663

**Attention :** RECEIVING

**Freight Term**  
 FOB DESTINATION, PREPAID

**Final Destination**  
 ROSS WAREHOUSE

**Instructions & Notes**

**\*\*\*SHIPMENTS MUST CONTAIN PACKING LIST\*\***  
**LABEL ALL PACKAGES WITH CONTENTS**  
 \*\*\*\*\*  
**SHIPMENTS CONTAINING LITHIUM ION OR**  
**METAL BATTERIES MUST BE CORRECTLY**  
**IDENTIFIED, CLASSIFIED, PACKAGED,**  
**MARKED AND LABELED IN ACCORDANCE**  
**WITH STATE AND FEDERAL REGULATIONS**  
 \*\*\*\*\*  
**PURSUANT TO M451 QUOTE #:785V1 and 795V1**  
**End User: Jason Enger and Jackie Quinn**

<b>Line</b>	<b>Qty</b>	<b>UP</b>	<b>Item Description</b>	<b>Unit Price</b>	<b>Extended Price</b>
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0001	4	EA	Catalog ID:	\$ [REDACTED] 0	[REDACTED]
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PAN- SVCPREMUSG- 5260-3YR

BPA Master Contract 72150

**Mail Invoice To:**  
 acctspay@bpa.gov (Preferred)  
 BPA TRANS - DISBURSEMENT - FTD  
 P.O. BOX 3621  
 PORTLAND OR 97208-3621

**Purchase Order :** 00081976  
**Revision :** 003  
**Release :**  
**Printed :** 04/05/21  
**Page :** 2

FOR US  
 GOVERNMENT ACCOUNTS ONLY. PREMIUM  
 SUPPORT 3-YEAR PREPAID,  
 Premium Support 3 YR Prepaid  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN- SVCPREMUSG- 5260-3YR  
**Qty:** 4 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0002	4	EA	Catalog ID:	\$ [REDACTED] 0	[REDACTED]
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PAN-PA-5260-GP- 3YR-HA2; GLOBALPROTECT  
 SUBSCRIPTION 3 YEAR  
 PREPAID FOR DEVICE IN AN HA PAIR,  
 PA-5260  
 Global Protect Subscription 3 YR Prepaid  
 for device in an HA pair, PA-5260  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-PA-5260-GP- 3YR-HA2  
**Qty:** 4 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0003	4	EA	Catalog ID:	[REDACTED]	[REDACTED]
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PAN-PA-5260-TP- 3YR-HA2; THREAT  
 PREVENTION SUBSCRIPTION 3 YEAR  
 PREPAID FOR DEVICE IN AN HA PAIR,  
 PA-5260  
 Threat prevention subscription 3 year  
 prepaid for device in an HA pair,  
 PA-5260  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-PA-5260-TP- 3YR-HA2

**Mail Invoice To:**

acctspay@bpa.gov (Preferred)  
BPA TRANS - DISBURSEMENT - FTD  
P.O. BOX 3621  
PORTLAND OR 97208-3621

**Purchase Order** : 00081976  
**Revision** : 003  
**Release** :  
**Printed** : 04/05/21  
**Page** : 3

Qty: 4 Delivery Date: 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0004	4	EA	Catalog ID:	\$ [REDACTED]	[REDACTED]
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PAN-PA-5260- URL4-3YR-HA2; PANDB URL  
FILTERING SUBSCRIPTION 3 YEAR  
PREPAID FOR DEVICE IN AN HA PAIR,  
PA-5260  
PANDB URL filtering subscription 3 YR  
prepaid for device in an HA pair,  
PA-5260

**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-PA-5260- URL4-3YR-HA2  
**Qty:** 4 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0005	4	EA	Catalog ID:	[REDACTED]	[REDACTED]
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PAN-PA-5260-WF- 3YR-HA2; WILDFIRE  
SUBSCRIPTION 3 YEAR  
PREPAID FOR DEVICE IN AN HA PAIR,  
PA-5260

Wildfire Subscription 3 YR Prepaid for  
device in an HA pair, PA-5260  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-PA-5260-WF- 3YR-HA2  
**Qty:** 4 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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**Mail Invoice To:**  
 acctspay@bpa.gov (Preferred)  
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 PORTLAND OR 97208-3621

**Purchase Order** : 00081976  
**Revision** : 003  
**Release** :  
**Printed** : 04/05/21  
**Page** : 4

0006 2 EA Catalog ID: [REDACTED]

PAN- SVCPREMUSG-M- 200--P-25-3YR; FOR  
 US GOVERNMENT ACCOUNTS ONLY PREMIUM  
 SUPPORT 3-YEAR PREPAID, PANORAMA M-200  
 25 DEVICES OR LOG  
 Premium Supprt 3 YR Prepaid, Panorama  
 M-200 25 devices or log collector  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN- SVCPREMUSG-M- 200--P-25-3  
**Qty:** 2 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0007 2 EA Catalog ID: [REDACTED]

PAN-M-200-P-25; PANORAMA CENTRAL  
 MANAGEMENT SOFTWARE LICENSE 25  
 DEVICES OR LOG COLLECTOR FOR THE M-200  
 Panorama Central Management Software  
 License, 25 devices or log collector for  
 the M-200  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-M-200-P-25  
**Qty:** 2 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0008 2 EA Catalog ID: [REDACTED]

PAN- SVCPREMUSG-M- 600-P-25-3YR; FOR US  
 GOVERNMENT ACCOUNTS ONLY PREMIUM  
 SUPPORT 3-YEAR PREPAID, PANORAMA M-600  
 25 DEVICES OR LOG  
 Premium Support 3 YR Prepaid, Panorama

**Mail Invoice To:**

acctspay@bpa.gov (Preferred)  
BPA TRANS - DISBURSEMENT - FTD  
P.O. BOX 3621  
PORTLAND OR 97208-3621

**Purchase Order** : 00081976  
**Revision** : 003  
**Release** :  
**Printed** : 04/05/21  
**Page** : 5

M-600 25 devices or log collector  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN- SVCPREMUSG-M- 600-P-25-3Y  
**Qty:** 2 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0009	2	EA	Catalog ID:		
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PAN-M-600-P-25; PANORAMA CENTRAL  
MANAGEMENT SOFTWARE LICENSE 25  
DEVICES OR LOG COLLECTOR FOR THE M-600  
Panorama Central Management Software  
License, 25 devices or log collector for  
the M-600  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-M-600-P-25  
**Qty:** 2 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0010	6	EA	Catalog ID:		
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PAN-PA-3260- USG-BND-LAB4; LAB UNIT  
FIRST YEAR SERVICE BNDL THREAT  
PREV., PANDB URL FILTERING,  
GLOBALPROTECT, WILDFIRE,VSYS-5  
PA-3260 Lab Unit First YR Service Bundle  
(Threat Prevention, PANDB URL Filtering,  
Glob Protect, Wildfire, US Gov Standard  
Support)  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-PA-3260- USG-BND-LAB4  
**Qty:** 6 **Delivery Date:** 05/08/19



**Mail Invoice To:**  
 acctspay@bpa.gov (Preferred)  
 BPA TRANS - DISBURSEMENT - FTD  
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 PORTLAND OR 97208-3621

**Purchase Order** : 00081976  
**Revision** : 003  
**Release** :  
**Printed** : 04/05/21  
**Page** : 6

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0011 1 EA Catalog ID: [REDACTED]

PAN-M-200-P-LAB; PANORAMA LAB LICENSE  
 WITH UNLIMITED  
 DEVICES OR LOG COLLECTOR FOR THE M-200  
 Panorama Lab License, with unlimited  
 devices or log collector for the M-200  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-M-200-P-LAB  
**Qty:** 1 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0012 3 EA Catalog ID: [REDACTED]

PAN-SVC-LABUSG- M-200-P-25; FOR US  
 GOVERNMENT ONLY. M- 200  
 LAB FIRST YEAR US GOVERNMENT STANDARD  
 SUPPORT  
 M-200 Lab First YR US Gov Standard  
 Support  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-SVC-LABUSG- M-200-P-25  
**Qty:** 3 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0013 1 EA Catalog ID: [REDACTED]

PAN-AF-3YR

**Mail Invoice To:**  
acctspay@bpa.gov (Preferred)  
BPA TRANS - DISBURSEMENT - FTD  
P.O. BOX 3621  
PORTLAND OR 97208-3621

**Purchase Order** : 00081976  
**Revision** : 003  
**Release** :  
**Printed** : 04/05/21  
**Page** : 7

AUTOFOCUS  
THREAT INTELLIGENCE SERVICE STANDARD  
SUBSCRIPTION 1 YR  
Palo Alto Networks Auto Focus Threat  
Intelligence Service Standard Subp.  
3 YR  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-AF-3YR  
**Qty:** 1 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0014	1	EA	Catalog ID:		
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PAN-EDUONSITE- 5DAY-12; ON-SITE  
TRAINING COURSE, 5 DAYS, UP TO 12PRICE  
INCLUDES INSTRUCTOR T&E, COURSEWARE,  
AND LAB ACCESS.  
On-site Trg, 5 days, up to 12 Students  
Inc. Instructor, Expires (1) One YR from  
PO execution date  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-EDUONSITE- 5DAY-12  
**Qty:** 1 **Delivery Date:** 05/18/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0015	1	EA	Catalog ID:		
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PAN-EDUONSITE- 4DAY-12; ON-SITE  
TRAINING COURSE, 4 DAYS, UP TO 12PRICE  
INCLUDES INSTRUCTOR T&E, COURSEWARE,  
AND LAB ACCESS.  
On-site Trg, 4 days, 12 Students,  
Expires (1) One YR from PO Execution  
Date, inc. Instructor

**Mail Invoice To:**

acctspay@bpa.gov (Preferred)  
BPA TRANS - DISBURSEMENT - FTD  
P.O. BOX 3621  
PORTLAND OR 97208-3621

**Purchase Order** : 00081976  
**Revision** : 003  
**Release** :  
**Printed** : 04/05/21  
**Page** : 8

**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-EDUONSITE- 4DAY-12  
**Qty:** 1 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0016 1 EA Catalog ID:

PAN-EDUONSITE- 2DAY-12; ON-SITE  
TRAINING COURSE, 2 DAYS, UP TO 12PRICE  
INCLUDES INSTRUCTOR T&E, COURSEWARE,  
AND LAB ACCESS.

On-site Trg, 2 days, 12 Students,  
Expires (1) One Yr from PO Execution  
Inc. Instructor

**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-EDUONSITE- 2DAY-12  
**Qty:** 1 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0017 1 EA Catalog ID:

PAN-EDUONSITE- 3DAY-12; ON-SITE  
TRAINING COURSE, 3 DAYS, UP TO 12PRICE  
INCLUDES INSTRUCTOR T&E, COURSEWARE,  
AND LAB ACCESS.

On-site Trg, 3 days, 12 Students,  
Expires (1) One YR from PO Execution,  
Inc. Instructor

**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-EDUONSITE- 3DAY-12  
**Qty:** 1 **Delivery Date:** 05/08/19

**Mail Invoice To:**  
 acctspay@bpa.gov (Preferred)  
 BPA TRANS - DISBURSEMENT - FTD  
 P.O. BOX 3621  
 PORTLAND OR 97208-3621

**Purchase Order** : 00081976  
**Revision** : 003  
**Release** :  
**Printed** : 04/05/21  
**Page** : 9

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0018 20 EA Catalog ID: [REDACTED]

CONSULT- DAY; CONSULTING SERVICES FOR  
 INSTALLATION AND  
 CONFIGURATION (PER DAY)  
 M451-CONSULT-DAY  
 Consulting Services (per day)  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** CONSULT- DAY  
**Qty:** 20 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0019 16 EA Catalog ID: [REDACTED]

CONSULT- CUTOVER-1; CONSULTING SERVICES  
 FOR CUTOVER- HOURLY 4 HOUR MINIMUM  
 M451-CONSULT-CUTOVER-1HR  
 Consulting Svs Cutover 4 HR Minimum  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** CONSULT- CUTOVER-1  
**Qty:** 16 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0020 4 EA Catalog ID: [REDACTED]

CONSULT- PRJM- DAY; PROFESSIONAL  
 SERVICES PROJECT MANAGER PER DAY  
 M451-CONSULT-PRJM-DAY  
 Professional Services PM (per day)

**Mail Invoice To:**

acctspay@bpa.gov (Preferred)  
 BPA TRANS - DISBURSEMENT - FTD  
 P.O. BOX 3621  
 PORTLAND OR 97208-3621

**Purchase Order** : 00081976  
**Revision** : 003  
**Release** :  
**Printed** : 04/05/21  
**Page** : 10

**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** CONSULT- PRJM- DAY  
**Qty:** 4 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0021	10	EA	Catalog ID:		
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M541-CONSULT-TE MOSAIC451 CONSULTING SERVICES - TRAVEL EXPENSES.T&E BILLED AT ACTUAL COST PER TRIP NTE TOTAL COST OF \$10K  
 Consulting Services - Travel Expense  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** M541-CONSULT-TE  
**Qty:** 10 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0022	14	EA	Catalog ID: 0001022380	0	
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FIREWALL, NETWORK, QSFP+FORM FACTOR, 40GB SR4 OPT TRANS, SHORT REACH 100M OM3,12 STR MPO  
**Mfr/Vendor:** PALO ALTO  
**Model :** PAN-QSFP- 40GBASE-SR4  
**Part :** PAN-QSFP- 40GBASE-SR4  
**Qty:** 14 **Delivery Date:** 05/08/19

**Line Terms and Conditions - Text Attached**

Standard Name	Revision	Title
1022380DESC	000	CONTENT LIST FOR 1022380

**Mail Invoice To:**  
 acctspay@bpa.gov (Preferred)  
 BPA TRANS - DISBURSEMENT - FTD  
 P.O. BOX 3621  
 PORTLAND OR 97208-3621

**Purchase Order** : 00081976  
**Revision** : 003  
**Release** :  
**Printed** : 04/05/21  
**Page** : 11

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0023 30 EA Catalog ID: 0001022381 0 [REDACTED] [REDACTED]

MODULE, SFP FORM FACTOR, SFP+ FORM FACTOR, SR 10GB OPTICAL TRANSCEIVER, SHORT REACH 300M, OM3 M  
**Mfr/Vendor:** PALO ALTO  
**Model :** PAN-SFP-PLUS-SR  
**Part :** PAN-SFP-PLUS-SR  
**Qty:** 30 **Delivery Date:** 05/08/19

**Line Terms and Conditions - Text Attached**

Standard Name      Revision      Title  
 1022381DESC      000      CONTENT LIST FOR 1022381

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0024 4 EA Catalog ID: 0001022382 0 [REDACTED] [REDACTED]

FIREWALL, NETWORK, PALO ALTO NETWORKS  
 PA-5260 WITH REDUNDANT AC POWER SUPPLIES  
**Mfr/Vendor:** PALO ALTO  
**Model :** PAN-PA-5260-AC  
**Part :** PAN-PA-5260-AC  
**Qty:** 4 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0025 2 EA Catalog ID: 0001022383 0 [REDACTED] [REDACTED]

FIREWALL, NETWORK, PALO ALTO NETWORKS  
 PA-3260 LAB UNIT WITH REDUNDANT AC POWER SUPPLIES

**Mail Invoice To:**

acctspay@bpa.gov (Preferred)  
BPA TRANS - DISBURSEMENT - FTD  
P.O. BOX 3621  
PORTLAND OR 97208-3621

**Purchase Order** : 00081976  
**Revision** : 003  
**Release** :  
**Printed** : 04/05/21  
**Page** : 12

**Mfr/Vendor:** PALO ALTO  
**Model :** PAN-PA-3260-LAB  
**Part :** PAN-PA-3260-LAB  
**Qty:** 2 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0026	1	EA	Catalog ID: 0001022384	0	
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FIREWALL, NETWORK, PALO ALTO M-200 LAB  
UNIT, 16TB RAID STORAGE (4 8TB RAID  
CERT DRIVES IN

**Mfr/Vendor:** PALO ALTO  
**Model :** PAN-M-200-LAB  
**Part :** PAN-M-200-LAB  
**Qty:** 1 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0027	2	EA	Catalog ID: 0001022385	0	
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FIREWALL, NETWORK, PALO ALTO M-600 CHAS  
W/ 16TB STORAGE (4X8TB RAID CERT DRVS)  
4 PST RK M

**Mfr/Vendor:** PALO ALTO  
**Model :** PAN-M-600  
**Part :** PAN-M-600  
**Qty:** 2 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0028	2	EA	Catalog ID: 0001022386	0	
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FIREWALL, NETWORK, PALO ALTO M-200,

**Mail Invoice To:**

acctspay@bpa.gov (Preferred)  
BPA TRANS - DISBURSEMENT - FTD  
P.O. BOX 3621  
PORTLAND OR 97208-3621

**Purchase Order** : 00081976  
**Revision** : 003  
**Release** :  
**Printed** : 04/05/21  
**Page** : 13

16TB RAID STOR (4 8TB RAID CERT DRV  
PREIN) RCK MNT RL  
**Mfr/Vendor:** PALO ALTO  
**Model :** PAN-M-200  
**Part :** PAN-M-200  
**Qty:** 2 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
0029	4	EA	Catalog ID: 0001022396	0	

MOUNTING KIT, PALO ALTO NETWORKS  
PA-5200 4 POST RACK MOUNT KIT.  
**Mfr/Vendor:** PALO ALTO  
**Model :** PAN-PA-5200-RACK4  
**Part :** PAN-PA-5200-RACK4  
**Qty:** 4 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
0030	2	EA	Catalog ID: 0001022397	0	

CABLE ASSEMBLY, QSFP+ FORM FACTOR, 40GB  
ACTIVE OPTICAL CABLE W/ 2 TRANS & 10M  
CBL BNDD  
**Mfr/Vendor:** PALO ALTO  
**Model :** PAN-QSFP-AOC-10M  
**Part :** PAN-QSFP-AOC-10M  
**Qty:** 2 **Delivery Date:** 05/08/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
0031	4	EA	Catalog ID:		



**Mail Invoice To:**

acctspay@bpa.gov (Preferred)  
 BPA TRANS - DISBURSEMENT - FTD  
 P.O. BOX 3621  
 PORTLAND OR 97208-3621

**Purchase Order** : 00081976  
**Revision** : 003  
**Release** :  
**Printed** : 04/05/21  
**Page** : 14

PAN-PA-2RU- RACK4  
 PALO ALTO  
 PA-3220, PA-3250, AND PA-3260 4 POST  
 RACK MOUNT KIT  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-PA-2RU- RACK4  
**Qty:** 4 **Delivery Date:** 12/05/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0032	2	EA	Catalog ID:		
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PAN-PA-3260- VSYS-5 VIRTUAL SYSTEMS  
 UPGRADE - ADDITIONAL  
 5 VIRTUAL SYSTEMS (1 TO 6) FOR PA- 3260  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-PA-3260- VSYS-5  
**Qty:** 2 **Delivery Date:** 12/05/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0033	4	EA	Catalog ID:		
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PAN-PA-3260-TP- 3YR-HA2 THREAT  
 PREVENTION SUBSCRIPTION 3 YEAR  
 PREPAID FOR DEVICE IN AN HA PAIR,  
 PA-3260  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-PA-3260-TP- 3YR-HA2  
**Qty:** 4 **Delivery Date:** 12/05/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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**Mail Invoice To:**  
acctspay@bpa.gov (Preferred)  
BPA TRANS - DISBURSEMENT - FTD  
P.O. BOX 3621  
PORTLAND OR 97208-3621

**Purchase Order** : 00081976  
**Revision** : 003  
**Release** :  
**Printed** : 04/05/21  
**Page** : 15

0034 4 EA Catalog ID: [REDACTED]

PAN-SVC- PREMUSG-3260- FOR US  
GOVERNMENT ACCOUNTS ONLY.  
PREMIUM SUPPORT 3-YEAR PREPAID, PA-3260  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-SVC- PREMUSG-3260-  
**Qty:** 4 **Delivery Date:** 12/05/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0035 2 EA Catalog ID: [REDACTED]

PAN-SVC-PREMUSG-M-200-P FOR US  
GOVERNMENT ACCOUNTS ONLY.  
PREMIUM SUPPORT 3-YEAR PREPAID,  
PANORAMA M-200, 1000 DEVICES  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-SVC-PREMUSG-M-200-P-1K-3YR  
**Qty:** 2 **Delivery Date:** 12/05/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0036 2 EA Catalog ID: [REDACTED]

PAN-M-200-P-1K PANORAMA CENTRAL  
MANAGEMENT SOFTWARE LICENSE, 1000  
DEVICES FOR THE M-200  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-M-200-P-1K  
**Qty:** 2 **Delivery Date:** 12/05/19

**Mail Invoice To:**  
 acctspay@bpa.gov (Preferred)  
 BPA TRANS - DISBURSEMENT - FTD  
 P.O. BOX 3621  
 PORTLAND OR 97208-3621

**Purchase Order** : 00081976  
**Revision** : 003  
**Release** :  
**Printed** : 04/05/21  
**Page** : 16

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0037 70 EA Catalog ID: [REDACTED] [REDACTED]

PAN-SVC- PREMUSG-220- 3YR FOR US  
 GOVERNMENT ACCOUNTS ONLY. PREMIUM  
 SUPPORT 3-YEAR PREPAID, PA-220  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-SVC- PREMUSG-220- 3YR  
**Qty:** 70 **Delivery Date:** 12/05/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0038 10 EA Catalog ID: [REDACTED] [REDACTED]

PAN-PA-220-RACKTRAY RACK MOUNTABLE TRAY  
 FOR UP TO TWO PA-220S AND 4 POWER  
 ADAPTERS. SUPPORTS BOTH 2 POST AND 4  
 POST RACKS.  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-PA-220-RACKTRAY  
**Qty:** 10 **Delivery Date:** 12/05/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0039 4 EA Catalog ID: [REDACTED] [REDACTED]

PAN-PA-5260-TP- 3YR-HA2 THREAT  
 PREVENTION SUBSCRIPTION 3 YEAR  
 PREPAID FOR DEVICE IN AN HA PAIR,  
 PA-5260  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-PA-5260-TP- 3YR-HA2

**Mail Invoice To:**  
 acctspay@bpa.gov (Preferred)  
 BPA TRANS - DISBURSEMENT - FTD  
 P.O. BOX 3621  
 PORTLAND OR 97208-3621

**Purchase Order** : 00081976  
**Revision** : 003  
**Release** :  
**Printed** : 04/05/21  
**Page** : 17

Qty: 4 Delivery Date: 12/05/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0040 4 EA Catalog ID: [REDACTED]

PAN-SVC- PREMUSG-5260- 3YR FOR US  
 GOVERNMENT ACCOUNTS ONLY. PREMIUM  
 SUPPORT 3-YEAR PREPAID, PA-5260  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-SVC- PREMUSG-5260- 3YR  
**Qty:** 4 **Delivery Date:** 12/05/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0041 4 EA Catalog ID: [REDACTED]

PAN-PA-5260- WF-3YR-HA2 WILDFIRE  
 SUBSCRIPTION 3 YEAR  
 PREPAID FOR DEVICE IN AN HA PAIR,  
 PA-5260  
**Mfr/Vendor:** PALO ALTO  
**Model :**  
**Part :** PAN-PA-5260- WF-3YR-HA2  
**Qty:** 4 **Delivery Date:** 12/05/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0042 4 EA Catalog ID: 0001022382 0 [REDACTED]

FIREWALL, NETWORK, PALO ALTO PA-5260  
 WITH REDUNDANT AC POWER SUPPLIES



**Mail Invoice To:**

acctspay@bpa.gov (Preferred)  
BPA TRANS - DISBURSEMENT - FTD  
P.O. BOX 3621  
PORTLAND OR 97208-3621

**Purchase Order** : 00081976  
**Revision** : 003  
**Release** :  
**Printed** : 04/05/21  
**Page** : 19

**Mfr/Vendor:** PALO ALTO  
**Model :** PAN-PA-3260  
**Part :** PAN-PA-3260  
**Qty:** 4      **Delivery Date:** 12/05/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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0046	2	EA	Catalog ID: 0001022386	0	
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FIREWALL, NETWORK, PALO ALTO M-200,  
16TB RAID STOR (4 8TB RAID CERT DRV  
PREIN) RCK MNT RL

**Mfr/Vendor:** PALO ALTO  
**Model :** PAN-M-200  
**Part :** PAN-M-200  
**Qty:** 2      **Delivery Date:** 12/05/19

Line	Qty	UP	Item Description	Unit Price	Extended Price
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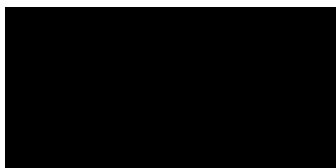
0047	4	EA	Catalog ID: 0001022396	0	
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MOUNTING KIT, PALO ALTO NETWORKS  
PA-5200 4 POST RACK MOUNT KIT.

**Mfr/Vendor:** PALO ALTO  
**Model :** PAN-PA-5200-RACK4  
**Part :** PAN-PA-5200-RACK4  
**Qty:** 4      **Delivery Date:** 12/05/19

**Purchase Order Total Amount**

**PO Previous Total :**  
**Revision Net Change:**  
**TOTAL THIS PO:**



UNITED STATES  
GOVERNMENT

**All conditions on this page are applicable under 5 U.S.C. 552(b)(4), unless otherwise indicated.**

PUBLIC HEALTH SERVICE

Office of  
Administration

**Mail Invoice To:**

acctspay@bpa.gov (Preferred)  
BPA TRANS - DISBURSEMENT - FTD  
P.O. BOX 3621  
PORTLAND OR 97208-3621

**Purchase Order** : 00081976  
**Revision** : 003  
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BPA Contracting Officer

Vendor Signature (If Req'd)

Date Signed \_\_\_\_\_

Date Signed \_\_\_\_\_

*Standards and Procedures Text Attached*

**\* \* \* End of Purchase Order \* \* \***



# MODIFICATION/REVISION CONTINUATION PAGE

**SUMMARY**

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> <b>Changes – Fixed Price (28-6)</b>

II. DESCRIPTION OF MODIFICATION/REVISION

Summary of Changes: Standalone Purchase Order No. 81976, Revision No. 003

The purpose of this modification is to decrease the initial cost of a single line item subsequently decreasing the total value of the overall purchase.

These are the following changes:

1. See a conformed Schedule of Prices attached illustrating price change. Line #021, quantity of ten (10) at \$1,000.00 each for M541-CONSULT-TE MOSAIC451 CONSULTING SERVICES - TRAVEL EXPENSES.T&E BIL is hereby revised. Line #021 is decreased by -\$2,794.78 taking the initial cost of \$10,000.00 to \$720.52 each. All other specifications, quantities and pricing remain the same.
2. Funds are decreased in the amount of (b) (4) taking the total purchase order value from [REDACTED] to [REDACTED]
3. All other terms and conditions of the Master Agreement #69088 remain unchanged.

(END OF CONTINUATION SHEET)



0001022380

PAN-QSFP- 40GBASE-SR4
QSFP+ form factor, 40Gb SR4 optical transceiver, short reach 100m OM3, 12 strand MPO connector, IEEE 802.3ba 40GBASE-SR4 compliant

0001022381

PAN-SFP-PLUS-SR
SFP+ form factor, SR 10Gb optical transceiver, short reach 300m, OM3 MMF, duplex LC,
IEEE 802.3ae 10GBASE-SR compliant

Cat ID 0001022382

February 19, 2019

Rev.01

PAN-PA-5260-AC Palo Alto Networks PA-5260 with redundant AC power supplies



0001022383

PAN-PA-3260-LAB Palo Alto Networks PA-3260 Lab Unit with redundant AC power supplies



0001022384

PAN-M-200-LAB Palo Alto Networks M-200 Lab unit, 16TB RAID storage (4 8TB RAID certified drives preinstalled)



Cat ID 0001022385

March 5, 2019

Rev.01

PAN-M-600 Palo Alto M-600 chas w/ 16TB storage (4x8TB RAID cert drvs) 4 post rack mnt rails



Cat ID 0001022386

March 5, 2019

Rev.01

Palo Alto M-200, 16TB RAID stor (4 8TB RAID cert drv prein) Rck mnt rls in



0001022396

PAN-PA-5200-RACK4
Palo Alto Networks PA-5200 4 post rack mount kit.



0001022397

PAN-QSFP-AOC-10M
QSFP+ form factor, 40Gb active optical cable with 2 transceivers and 10m of cable permanently bonded as an assembly

**PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT**

Public reporting burden for this collection of information is estimated to average 30 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.

**SOLICITATION/CONTRACT/ORDER NUMBER**

1. Requisition Number <i>(used only in COOP event)</i> :	2. Contract/Order Number: BPA-21 -C -86728	3. Effective Date: 02/01/2021
4. FSS Contract/Award Number:	5. Solicitation Number: BPA-... -... -	6. Date Solicitation Issued:

**CONTACT INFORMATION**

<b>FOR INFORMATION CONTACT:</b> ►	7. Name of Contract Specialist: Kim L. Oden	8. Phone and Email: 503-230-4389	9. Offer Due Date/Pacific Time:
	10. Issued By: Bonneville Power Administration 905 NE 11th Ave, Portland, OR 97232	11. Freight Terms: N/A	12. Payment Terms: Net 30
13. Email Invoices To: <a href="mailto:ancollier@bpa.gov">ancollier@bpa.gov</a>		14. Contract Type: <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Non-Commercial	
15. Pre-Proposal Site Tour or Conference Info:			

16. Offeror/Contractor Name and Address: Mosaic451 3838 North Central Ave, Suite 2050 Phoenix, AZ 85012	17. Offeror/Contractor Point of Contact Name, Phone and Email: Ray Ramella, Chief Operating Officer/General Counsel, 602-758-1451, <a href="mailto:ray.ramella@mosaic451.com">ray.ramella@mosaic451.com</a>
--	---

**SOLICITATION/CONTRACT/ORDER DETAILS** *(Attach continuation pages as necessary to list all items.)*

18. Item Number	19. Description	20. Quantity	21. Unit	22. Unit Price	23. Amount
	See Sheets B-F		...		
			...		
			...		

24. Accounting and Appropriation Data <i>(used only in COOP event)</i> :	
--	--

26. Contractor is <input checked="" type="checkbox"/> is not <input type="checkbox"/> required to sign this document and return this form via email to the Contracting Officer. Contractor agrees to furnish and deliver all items set forth or otherwise identified above and on any additional sheets subject to the terms and conditions specified herein.	27. Offer Dated: Your offer on this solicitation, specified in items: 18-23, including any additions or changes set forth herein, is accepted.
---	---

28a. Name and Title of Signer:	29a. Name of Contracting Officer: Josh Kulak		
28b. Signature of Contractor By: _____ <i>(Signature of person authorized to sign.)</i>	28c. Date Signed:	29b. Signature of Contracting Officer: By: _____ <i>(Signature of Contracting Officer.)</i>	29c. Date Signed:

**CONFORMED CONTINUATION SHEET (FORM 4220.55)**

**Sole Source Contract No. 87793  
PALO ALTO PROFESSIONAL SERVICES  
MOSAIC451 FEDERAL SERVICES LLC**

<b>BPA Contracting Officer</b>	<b>Kim Oden</b>	<b>503-230-4389</b>	<a href="mailto:kloden@bpa.gov">kloden@bpa.gov</a>
<b>BPA COR</b>	<b>Angela Dowling</b>	<b>503-230-3642</b>	<a href="mailto:aldowling@bpa.gov">aldowling@bpa.gov</a>
<b>Mosaic POC</b>	<b>Christine Bowen</b>	<b>425-786-3220</b>	<a href="mailto:cbowen@mosaic451.com">cbowen@mosaic451.com</a>
<b>Palo Alto POC</b>	<b>Fabian Murillo</b>	<b>301-356-6610</b>	<a href="mailto:fmurillo@paloaltonetworks.com">fmurillo@paloaltonetworks.com</a>

1. Mosaic 451 Federal Services, LLC shall provide the services at a fixed rate on a Time and Material basis as set forth in the Schedule of Prices (Sheets B-F) and in accordance of the Statement of work dated 4/19/21. The unit rate includes all travel costs and personnel costs of 2-3 personnel necessary to accomplish this described work.
2. Mosaic 451 shall explicitly provide Palo Alto personnel in performance of this contract, no substitutes. Staffing will be in accordance of the SOW and in agreement of Contract Clause 23-2 KEY PERSONNEL. The CO is within his/her discretion to reject a provided consultant/ resource if he/she is determined inadequate to deliverable requirement or specified services.
3. The Contractor will provide these hands off Consulting Services through a mix of both remote and onsite services in accordance of the attached Statement of Work.
4. Invoices submitted will be in accordance of the terms and conditions of Contract No. 87793 and submitted on a monthly basis. Invoices will sent to the Contracting Officer’s Representative (COR) at the email address provided above with a Cc: to [jnitcor@bpa.gov](mailto:jnitcor@bpa.gov).
5. In accordance with the terms and conditions and Part D - Information Protection of the attached Statement of Work, the Contractor shall comply with FISMA and Data Categorization as it relates to these Commercial Services under a rating of ‘LOW’. No BPA information subject to FISMA controls may be taken offsite from BPA as a part of this contract and no electronic storage devices may be brought on Bonneville premises. See SOW for compliance description and the explicit terms and conditions of Contract No. 87793 particularly Contract Clause 15-17 INFORMATION ASSURANCE.
6. Any inconsistency under this contract shall be resolved by giving precedence in the following order: (a) this continuation sheet, (b) Bonneville SOW, (c) terms and conditions of 87793, (d) incorporated by reference Mosaic Quote 05-20-21 – BPA – PAN ENG RSRC.
7. Please submit all other contract matters to the assigned Contracting Officer at the email address listed above.
8. Submit needs/inquiries as it relates to these services to the COR cited above.

END OF CONTINUATION SHEET

**B. SCHEDULE OF ITEMS/CONTINUATION PAGE**

Line Item No.	Description	Quantity	Unit	Unit Price	Amount
0001	IT Services Non Personal: Palo Alto Networks Consulting Services (per day) - Minimum 5 days** TRUSTED PRODUCT **. Work to be performed in accordance of the Statement of Work dated 04/19/21.  TM	30	Day(s)		
0002	IT Services Non Personal: Palo Alto Networks professional services project manager (per day)** TRUSTED PRODUCT **. Work to be performed in accordance of the Statement of Work dated 04/19/21.  T&M	6	Day(s)		
				<b>TOTAL - All Items</b>	

**C. SUBMISSION OF INVOICES & CONTACT INFORMATION**

1. Invoices should be sent electronically to:

[aldowling@bpa.gov](mailto:aldowling@bpa.gov)

2. Payment Terms:

Net 30

3. Bonneville Contact Information:

Bonneville Office:  
Attention:  
Contact Email:

See Box 10

4. Contractor Contact Information:

Company Name:  
Attention:  
Contact Email:

See Box 16

**D. DELIVERY INFORMATION**

Line Item No.	Period of Performance/ Delivery Date	Quantity	Unit	Delivery Terms	Ship To Address or Place of Performance
0001	6/1/21-9/30/21	30.00	Day(s)	Block 11	905 NE 11th Ave Portland, OR 97232
0002	6/1/21-9/30/21	6.00	Day(s)	Block 11	905 NE 11th Ave Portland, OR 97232
				n/a	
				n/a	
				n/a	
				n/a	

**Special Delivery Instructions: Services to be provided in accordance of the attached Statement of Work on a Time and Material basis.**

**E. INSPECTION AND ACCEPTANCE TERMS**

All line item(s) in Section B will be inspected and accepted by the COR at the address specified in Section C unless otherwise stated in the table below.

<b>Line Item No.</b>	<b>Inspection At/Inspection By</b>		<b>Acceptance At/Acceptance By</b>		<b>Additional Info</b>
0001	Government	Government	Government	Government	
0002	Government	Government	Government	Government	

**F. ATTACHMENTS**

	<b>Description</b>
F1	Statement of Work - Palo Alto DPX Professional Services dated 4/19/21
F2	T&M Contract Clauses - 87793
F3	Wage Determination: N/A
F4	Additional Attachments: Mosaic Quote 05-20-21 - BPA - PAN ENG RSRC incorporated by reference.
F5	Solicitation Provisions: N/A

# Statement of Work

## 4/19/21

### Palo Alto DPX Professional Services

#### Part A General

##### A.1 Goal of this Statement of Work

This SOW is to outline the Professional Services purchased as Part Number PAN-CONSULT-DAY & PAN-CONSULT-PRJM-DAY required for the implementation of Palo Alto ASA Firewalls.

##### A.2 Background

Bonneville Power Administration (BPA) is requesting consulting services to assist with the migration off of Cisco firewalls and on to Palo Alto firewalls.

##### A.3 Consulting Services

These services will support the implementation and installation phase of this Bonneville project. The main focus will be on technical support related to Palo Alto Network NGFW deployment.

Palo Alto will not have access of any kind to BPA equipment. Any information sharing for the purpose of Palo Alto providing support to BPA will be done via screen sharing using WebEx or Zoom where BPA has control of the tool and the information shared. At no time will control be given to the contractor.

Technical areas requiring consulting services and support related to Palo Alto Networks NGFW deployment

- Deploy a new Palo Alto Networks Panorama
- Migration of legacy Cisco ASA firewalls to Palo Alto Networks NGFWs
- Convert well-known applications from port-based rules to application-based policies
- Isolate unknown TCP/UDP traffic rules
- Enable SSL Decryption policy
- Deploy Decryption defined categories
- Create SSL Decryption policy for agreed high risk categories
- Create SSL Decryption Profile to handle exceptions
- Test SSL Decrypt policy for deployed Categories
- Map User-ID Groups
- Identification and configuration of Groups for use in Security policy rules
- Identification and configuration of NGFW(s) to consume Group Mapping information
- Develop/modify Security policy rule(s) to leverage Group Mapping information
- Configuration or tuning of User-ID based security policies
- Configuration or tuning of User-ID groups to restrict or grant access

##### A.4 Location of Project



The vendor will provide services remotely.

#### **A.5 BPA-Furnished Property or Services**

BPA will assign one person as a Project Manager/Lead to be the Point of Contact for this project.

#### **A.6 Contractor-Furnished Property or Service**

The contractor is required to provide all property and services in support of this contract, except those mentioned under A.5 above.

### **Part B Technical Approach/Tasks**

#### **B.1 General Requirements**

To offer consultation to Bonneville in support of the installation of the Palo Alto DPX.

#### **B.2 Key Personnel**

The Contractor is required to provide designated Palo Alto Project Manager, Project Coordinator and Project Lead(s) that are located in the US and US Citizen to fulfill this work.

#### **B.3 Specific Requirements**

##### **Project Initiation**

The Palo Alto Networks Project Manager or Project Coordinator will consult remotely and act as the main point of contact and coordinate with the Bonneville Project Manager/Lead to provide the following assistance:

Facilitate a Project Kick-off call to:

- Review Deliverables and project objectives
- Identify project timelines
- Identify contact information for key project personnel in technical roles
- Establish next steps
- Provide email summary to Customer

##### **Project Management**

The Palo Alto Networks Project Manager will provide the following consulting services remotely as part of the project:

##### **Issue/risk management**

- Identify project timeline or issue risks
- Communicate with BPA Project Manager/Lead in a timely manner

- Escalate within Palo Alto Networks as required to facilitate resolution

### **Project close out**

- Review project delivery
- Wrap-up

### **B.4 Time Schedule**

To be determined by the COR and the designated Contractor staff after award.

### **Part C Inspection and Acceptance (Quality Assurance)**

The Contractor shall deliver the requirements (deliverables) of this statement of work to the Contracting Officer's Representative (COR) or designated Team Point of Contact. The COR on behalf of BPA, is responsible for conveying to the Contractor the verifying levels of acceptance along with the Product Owner or the designated acting. Approval and acceptance of deliverables throughout the performance of the contract will be a collaboration with the COR and the project team. The Contractor must provide the deliverables and or services meeting the completion criteria defined for each deliverable within this SOW. Finalization and acceptance of deliverables may be performed remotely as well as online meeting and conference communications

### **Part D Information Protection**

Data provided by BPA to the vendor (or data the vendor is collecting on BPA's behalf) has a rating of "low" under the FIPS 199 Standards for Security Categorization of Federal Information and Information Systems. This requires the vendor to protect BPA data using the NIST 800- 53rev4 Security and Privacy Controls for Federal Information Systems and Organizations for a low-rated system.

They must provide an attestation to BPA that will include that they are protecting BPA information commensurate with NIST 800-53rev4; security controls for a low data categorization. If the vendor is using this standard, please provide attestation to NIST 800-53rev4.

Many private organizations use ISO-27001:2005/2013 (ISO/IEC 27001:2005/2013 – Information technology – Security techniques – Information security management systems – Requirements). If the vendor is using this standard, please provide attestation to ISO-27001:2005/2013.

Attestations can be in the form of a formal memorandum, letter, or email.

### **Information Disposal Post Contract**

All BPA information will be removed and destroyed from all vendor corporate systems as well as from all physical storage **immediately** following the end of the contract period.

## CONTRACT CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following link.

### Bonneville Purchasing Instructions provisions and clauses:

<https://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>

- 28-3 Invoice (OCT 2014) (28.3.4(h))
- 28-4.2 Payment – Time-and-Materials/Labor Hour (FEB 2020) (28.3.4(j))
- 28-5.2 Inspection/Acceptance – Time-and-Materials/Labor Hour (FEB 2020) (28.3.4(l))
- 28-6 Changes (JUL 2013) (28.3.4(m))
- 28-7 Stop Work Order (MAR 2018) (28.3.4(n))
- 28-8 Force Majeure/Excusable Delay (JUL 2013) (28.3.4(o))
- 28-9.2 Termination for Cause – Time-and-Materials/Labor Hour (MAR 2018) (28.3.4(q))
- 28-10.2 Termination for Convenience – Time-and-Materials/Labor Hour (MAR 2018) (28.3.4(s))
- 28-11 Warranty (JUL 2013) (28.3.4(t))
- 28-12 Limitation of Liability (JUL 2013) (28.3.4(u))
- 28-13 Disputes (JUL 2013) (28.3.4(v))
- 28-14 Indemnification (MAR 2018) (28.3.4(w))
- 28-16 Title (MAR 2018) (28.3.4(z))
- 28-17 Taxes (JUL 2013) (28.3.4(aa))
- 28-18 Assignment (MAR 2018) (28.3.4(bb))
- 28-19 Other Compliances (JUL 2013) (28.3.4(cc))
- 28-20.2 Requirements Unique to Government Contracts – Services (FEB 2020) (28.3.4(dd))
- 28-22 Applicable Law (JUL 2013) (28.3.4(ff))
- 28-23 Internet Protocol Version (MAR 2018) (28.3.4(gg))
- 3-9 Restriction on Commercial Advertising (FEB 2020) (3.5.2)
- 4-2 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (FEB 2020) (4.10.3)
- 4-4 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (FEB 2020) (4.11.5(b))
- 5-1 Privacy Assurance (MAR 2018) (5.1.4(a))
- 14-2 Contract Administration Representatives (MAR 2018) (14.1.5(b))
- 14-19 Post Award Orientation (SEP 2007) (14.5.3.3)
- 14-26 Emergency Contingency Notice (FEB 2020) (14.24.2)
- 15-4 Contractor Compliance with Bonneville Policies (FEB 2020) (15.3.1.1(a))
- 15-16 Access to Bonneville Facilities and Computer Systems (MAR 2018) (15.8.3)
- 15-17 Information Assurance (MAR 2018) (15.9.4)
- 15-18 Homeland Security (MAR 2018) (15.10.3)
- 23-1 Continuity of Services (MAR 2018) (23.1.7(a))

## CONTRACT CLAUSES INCORPORATED BY FULL TEXT

### 28-1.1 CONTRACT-BASIC TERMS (FEB 2020) (28.3.4(a))

(a) By signing the contract cover page, Bonneville and the Contractor agree, subject to the attached terms and conditions, that Contractor shall sell to Bonneville the items and/or services identified herein at the prices set forth in the Schedule of Items.

(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.

#### **28-21 ORDER OF PRECEDENCE (FEB 2020) (28.3.4(ee)) M**

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

- (a) The Schedule of Items;
- (b) 87793 Contract Clauses
- (c) The specifications or statement of work; and
- (d) Other documents, exhibits, and attachments.

#### **7-39 OPTION TO EXTEND SERVICES (FEB 2020M) (7.9.8(f))**

Bonneville may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days prior to the end of service and or contract end date.

#### **7-40 OPTION TO EXTEND THE TERM OF THE CONTRACT (FEB 2020) (7.9.8(g))**

(a) Bonneville may extend the term of this contract by written notice to the Contractor within 5 calendar days before contract expiration; provided that Bonneville gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit Bonneville to an extension.

(b) If Bonneville exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause; shall not exceed 5 years.

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

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.

Palo Alto Personnel Only No substitutes

### **ADDITIONAL REQUIREMENTS**

#### **CONTRACTOR SUPPLY CHAIN SECURITY CONTROLS (15-19) (OCT 2020)(15.11)**

- (a) The Contractor shall notify Bonneville in the event of and coordinate responses to Contractor-identified cyber security incidents related to the products or services provided to Bonneville that pose cyber security risk to Bonneville. Examples of such incidents could be, but are not limited to, disclosure of proprietary code repositories, private digital certificates, proprietary or personally-identifiable information (PII) of Bonneville,

its employees, contractors, or partners, or compromise of Contractor user credentials related to products or services provided to Bonneville.

- (b) The Contractor shall provide information to Bonneville of known security vulnerabilities related to their products or services in accordance with NERC CIP-013 R1.2.4. This information shall include a method of disclosing known vulnerabilities, both past and present, with a clear explanation of how these vulnerabilities are currently addressed, and a method Bonneville may use for obtaining security vulnerability fixes, patches, and configuration or mitigation activities. The information provided should be brief, yet comprehensively outline the Contractor's capability to address any security vulnerabilities. If no known vulnerabilities exist, this should be clearly stated as such along with the Contractor's intended process or mechanism to support Bonneville's ability to address any such security vulnerabilities that may be discovered in future.
- (c) The Contractor shall ensure the integrity and authenticity (in accordance with NERC CIP-013 R1.2.5) of all software/firmware products, versions, and patches Bonneville may purchase from the Contractor.
- (d) The Contractor shall comply with Bonneville policy Managing Access and Access Revocation for NERC CIP Compliance (430-2).
- (e) The Contractor shall include this clause in all subcontracts.