



## Department of Energy

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

FREEDOM OF INFORMATION ACT PROGRAM

November 4, 2024

In reply refer to: FOIA #BPA-2024-00836-F

**SENT VIA EMAIL ONLY TO:** Possible PII

Mallorie Heyl  
Universal Protection Service

Dear Ms. Heyl,

This communication is the Bonneville Power Administration's (BPA) response to your request for agency records made under the Freedom of Information Act, 5 U.S.C. § 552 (FOIA). BPA received your records request on January 24, 2024, and formally acknowledged your request on February 14, 2024.

### Request

You seek, "...documents associated with the current security guard services with Bonneville Power Administration. Specifically, I'd like to request copy of all changes/extensions to the current contract."

### Response

BPA searched for and gathered records responsive to your request from the agency's Corporate and Infrastructure office. Accompanying this communication are 1914 pages of responsive agency records with the following redactions applied:

- 186 redactions under 5 U.S.C. § 552(b)(4) (Exemption 4)
- 51 redactions under 5 U.S.C. § 552(b)(6) (Exemption 6)

### Explanation of Exemption

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.

You'll find a detailed explanation of the applied exemptions below.



#### 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)). This exemption is intended to protect the interests of both the agency and third-party submitters of information. Information is considered commercial or financial in nature if it relates to business or trade. Here, compliant with the FOIA and established guidance provided by the U.S. Department of Justice, BPA relies on Exemption 4 to withhold confidential commercial information belonging to Inter-Con Security Systems, Inc., including total and unit pricing. The FOIA does not permit discretionary release of information otherwise protected by Exemption 4.

#### Exemption 6

Exemption 6 protects 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, signatures and personnel names. 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.

#### **Certification**

Pursuant to 10 C.F.R. § 1004.7(b)(2), I am the individual responsible for the records search, the redactions applied thereto, and the partial records release described above.

#### **Appeal**

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 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. Questions may also be directed to E. Thanh Knudson, Case Coordinator (ACS Staffing Group), at 503-230-5221 or [etknudson@bpa.gov](mailto:etknudson@bpa.gov).

Sincerely,

Candice D. Palen  
Freedom of Information/Privacy Act Officer

[Attachments / Enclosures: Agency records responsive to FOIA request BPA-2024-00836-F accompany this communication.](#)



## Department of Energy

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

FREEDOM OF INFORMATION ACT PROGRAM

November 4, 2024

In reply refer to: FOIA #BPA-2024-01876-F

**SENT VIA EMAIL ONLY TO:** Possible PII

Brian Poling

Possible PII

Dear Mr. Poling,

This communication is the Bonneville Power Administration's (BPA) response to your request for agency records made under the Freedom of Information Act, 5 U.S.C. § 552 (FOIA). BPA received your records request on May 7, 2024, and formally acknowledged your request on May 23, 2024.

### Request

You seek, "Contract Information related to the security contract that was recently signed with Bonneville Power Administration and Inter-Con Security. If possible, I would like this to include any estimated/defined costs, pay, and profit. This would include additional income based on deployments and addition of new required tasks. If possible, getting a copy of the contract in full would be best. This is requested for employee clarity and ability to negotiate properly as a bargaining unit with Union CBA negotiations."

### Response

BPA searched for and gathered records responsive to your request from the agency's Corporate and Infrastructure office. Accompanying this communication are 1914 pages of responsive agency records with the following redactions applied:

- 186 redactions under 5 U.S.C. § 552(b)(4) (Exemption 4)
- 51 redactions under 5 U.S.C. § 552(b)(6) (Exemption 6)

### Explanation of Exemption

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the FOIA's nine statutory exemptions, also directs agencies to publicly release any reasonably segregable, non-exempt information that is contained in those records.

You'll find a detailed explanation of the applied exemptions below.

#### Exemption 4

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#### Exemption 6

Exemption 6 protects 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, signatures and personnel names. 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.

#### **Certification**

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Sincerely,

Candice D. Palen  
Freedom of Information/Privacy Act Officer

[Attachments / Enclosures: Agency records responsive to FOIA request BPA-2024-01876-F accompany this communication.](#)



## Department of Energy

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

FREEDOM OF INFORMATION ACT PROGRAM

November 4, 2024

In reply refer to: FOIA #BPA-2024-01928-F

**SENT VIA EMAIL ONLY TO:** Possible PII

Jeremy Simer  
SEIU Local 49

Possible PII

Dear Mr. Simer,

This communication is the Bonneville Power Administration's (BPA) response to your request for agency records made under the Freedom of Information Act, 5 U.S.C. § 552 (FOIA). BPA received your records request on May 15, 2024, and formally acknowledged your request on May 23, 2024.

### Request

You seek, "...the current BPA contract with Inter-Con Security."

### Response

BPA searched for and gathered records responsive to your request from the agency's Corporate and Infrastructure office. Accompanying this communication are 1914 pages of responsive agency records with the following redactions applied:

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Sincerely,

Candice D. Palen  
Freedom of Information/Privacy Act Officer

[Attachments / Enclosures: Agency records responsive to FOIA request BPA-2024-01928-F accompany this communication.](#)

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

OMB

**PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT**

This data is used to amend a solicitation or modify a contract or order. This form will assist in ensuring all changes are applied appropriately. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB) US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

1. Solicitation/Contract/Order Number: BPA- 24 - C - 94280		2. Amendment/Modification Number: M - 001	
3. Effective Date:  BLOCK 15C	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): MELISSA PETERSON, 360-619-6088, MJPETERSON@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): CHANGES 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.)

See Continuation Sheet.

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

13. Company Name:  
INTER-CON SECURITY SYSTEMS

14a. Name, Phone and Title of Signer: (626)535-2234  Neil Martau, Chief Administrative Officer		15a. Name of Contracting Officer: MELISSA PETERSON	
14b. Contractor/Offeror  By: (b)(6) (Signature of person authorized to sign)	14c. Date Signed: 04/05/2024	15b. Signature of Contracting Officer  By: _____ (Signature of Contracting Officer)	15c. Date Signed:

**CONTINUATION SHEET (FORM 4220.51)**

Page 2 of 2

The purpose of this modification is to revise the base period of performance and subsequent option periods, and adjust the labor rates in accordance with the newly executed Collective Bargaining Agreement (CBA).

1. The base period of performance has been adjusted to align with the government fiscal year, now ending on September 30, 2024. Line items 0001 – 0005 have been reduced from 12 months to 6 months.

a. All subsequent option periods will have a period of performance from October through September.

2. Revise the labor rate in accordance with the newly executed CBA.

3. Section B, Schedule of Items documented changes:

Line Item	Original Monthly Price	Revised Monthly Price
1	\$	(b) (4)
2	\$	
3	\$	
4	\$	
5	\$	

Line Item 0006 has been reduced from (b) (4)

4. F1 Schedule of Items documented changes:

State of Oregon	Original Standard Rate	Original Overtime Rate	Revised Standard Rate	Revised Overtime Rate
Alarm Monitor			(b) (4)	(4)
Alarm Supervisor				
Security Officer - Armed				
Security Officer - Supervisor				
Security Officer - Unarmed				
State of Washington	Standard			
Alarm Monitor				
Alarm Supervisor				
Security Officer - Armed				
Security Officer - Supervisor				
Security Officer - Unarmed				

5. Due to these changes, the fixed-price contract value has been decreased by (b) (4)

6. This modification constitutes the total equitable adjustment for the changes described herein.

//END//



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

Line Item No.	Description	Quantity	Unit	Unit Price	Amount
0001	Services Non Personal: Bonneville Headquarters Posts. FFP	6	Month	(b) (4)	
0002	Services Non Personal: Ross Complex Security Posts. FFP	6	Month		
0003	Services Non Personal: Park Place Security Posts. FFP	6	Month		
0004	Services Non Personal: Munro Complex Security Posts. FFP	6	Month		
0005	Services Non Personal: Eugene Starr Complex Security Posts. FFP	6	Month		
0006	Services Non Personal: Deployment and Urgent Security Services (Inclusive of Travel). T&M	1	Job		
1001	Option Period One: Services Non Personal: Bonneville Headquarters Posts. FFP	12	Month		
1002	Option Period One: Services Non Personal: Ross Complex Security Posts. FFP	12	Month		
1003	Option Period One: Services Non Personal: Park Place Security Posts. FFP	12	Month		
1004	Option Period One: Services Non Personal: Munro Complex Security Posts. FFP	12	Month		
1005	Option Period One: Services Non Personal: Eugene Starr Complex Security Posts. FFP	12	Month		
1006	Option Period One: Services Non Personal: Deployment and Urgent Security Services (Inclusive of Travel). T&M	1	Job		
2001	Option Period Two: Services Non Personal: Bonneville Headquarters Posts. FFP	12	Month		
2002	Option Period Two: Services Non Personal: Ross Complex Security Posts. FFP	12	Month		

2003	Option Period Two: Services Non Personal: Park Place Security Posts. FFP	12	Month
2004	Option Period Two: Services Non Personal: Munro Complex Security Posts. FFP	12	Month
2005	Option Period Two: Services Non Personal: Eugene Starr Complex Security Posts. FFP	12	Month
2006	Option Period Two: Services Non Personal: Deployment and Urgent Security Services ( <i>Inclusive of Travel</i> ). T&M	1	Job
3001	Option Period Three: Services Non Personal: Bonneville Headquarters Posts. FFP	12	Month
3002	Option Period Three: Services Non Personal: Ross Complex Security Posts. FFP	12	Month
3003	Option Period Three: Services Non Personal: Park Place Security Posts. FFP	12	Month
3004	Option Period Three: Services Non Personal: Munro Complex Security Posts. FFP	12	Month
3005	Option Period Three: Services Non Personal: Eugene Starr Complex Security Posts. FFP	12	Month
3006	Option Period Three: Services Non Personal: Deployment and Urgent Security Services ( <i>Inclusive of Travel</i> ). T&M	1	Job
4001	Option Period Four: Services Non Personal: Bonneville Headquarters Posts. FFP	12	Month
4002	Option Period Four: Services Non Personal: Ross Complex Security Posts. FFP	12	Month
4003	Option Period Four: Services Non Personal: Park Place Security Posts. FFP	12	Month
4004	Option Period Four: Services Non Personal: Munro Complex Security Posts. FFP	12	Month
4005	Option Period Four: Services Non Personal: Eugene Starr Complex Security Posts. FFP	12	Month

(b) (4)



4006	Option Period Four: Services Non Personal: Deployment and Urgent Security Services (Inclusive of Travel).	1	Job	(b) (4)	
	T&M				
5001	Option Period Five: Services Non Personal: Bonneville Headquarters Posts.	12	Month		
	FFP				
5002	Option Period Five: Services Non Personal: Ross Complex Security Posts.	12	Month		
	FFP				
5003	Option Period Five: Services Non Personal: Park Place Security Posts.	12	Month		
	FFP				
5004	Option Period Five: Services Non Personal: Munro Complex Security Posts.	12	Month		
	FFP				
5005	Option Period Five: Services Non Personal: Eugene Starr Complex Security Posts.	12	Month		
	FFP				
5006	Option Period Five: Services Non Personal: Deployment and Urgent Security Services (Inclusive of Travel).	1	Job		
	T&M				
				Total Base Year:	(b) (4)
				Total Exercised Options:	
				Total Award:	
				Total Unexercised Options	
				Total All Items	

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

1. Invoices should be sent electronically to:

<https://www.ipp.gov/>

2. Payment Terms:

Net 30

3. Bonneville Contact Information:

Bonneville Office:

Attention:

Contact Email:

NSSF-4400-2

MELISSA PETERSON

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

4. Contractor Contact Information:

Company Name:

Attention:

Contact Email:

Inter-Con Security Systems Inc

Neil Martau

[nmartau@icsecurity.com](mailto:nmartau@icsecurity.com)

D. DELIVERY INFORMATION

Line Item No.	Period of Performance	Quantity	Unit	Delivery Terms	Place of Performance
0001-0006	04/01/2024 - 09/30/2024	1.00	Job	Block 11	Reference Statement of Work
1001-1006	10/01/2024 - 09/30/2025	1.00	Job	Block 11	Reference Statement of Work
2001-2006	10/01/2025 - 09/30/2026	1.00	Job	Block 11	Reference Statement of Work
3001-3006	10/01/2026 - 09/30/2027	1.00	Job	Block 11	Reference Statement of Work
4001-4006	10/01/2027 - 09/30/2028	1.00	Job	Block 11	Reference Statement of Work
5001-5006	10/01/2028 - 09/30/2029	1.00	Job	Block 11	Reference Statement of Work

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
All Items	Government	Government	Government	Government	

## F. ATTACHMENTS

	Description
F1	Statement of Work - January 1, 2024
F2	Contract Clauses
F3	Wage Determination CBA-L49-L06 - 2019 - 2025 Dated 03/13/2024 - extended to 09/30/2025 - MOU
F4	Additional Attachments F4.1 Schedule of Items Exhibit F4.2 Subcontracting Plan
F5	Solicitation Provisions - N/A

F4.1 SCHEDULE OF ITEMS EXHIBIT		
Offeror shall provide labor categories and associated rates. All rates shall be fully burdened. The rates provided will be used for the duration of the contract and any executed modification, and any Deployment and Urgent Security Services.		
Labor Category	Standard Rate	Overtime Rate
<b>Base Year - 04/01/2024 - 09/30/2024</b>	(b) (4)	(4)
<b>State of Oregon</b>		
Alarm Monitor		
Alarm Supervisor		
Security Officer - Armed		
Security Officer - Supervisor		
Security Officer - Unarmed		
<b>State of Washington</b>		
Alarm Monitor		
Alarm Supervisor		
Security Officer - Armed		
Security Officer - Supervisor		
Security Officer - Unarmed		
<b>Labor Category</b>		
<b>Option Period One - 10/01/2024 - 09/30/2025</b>		
<b>State of Oregon</b>		
Alarm Monitor		
Alarm Supervisor		
Security Officer - Armed		
Security Officer - Supervisor		
Security Officer - Unarmed		
<b>State of Washington</b>		
Alarm Monitor		
Alarm Supervisor		
Security Officer - Armed		
Security Officer - Supervisor		
Security Officer - Unarmed		
<b>Labor Category</b>		
<b>Option Period Two - 10/01/2025 - 09/30/2026</b>		
<b>State of Oregon</b>		
Alarm Monitor		
Alarm Supervisor		
Security Officer - Armed		
Security Officer - Supervisor		
Security Officer - Unarmed		
<b>State of Washington</b>		
Alarm Monitor		
Alarm Supervisor		
Security Officer - Armed		
Security Officer - Supervisor		
Security Officer - Unarmed		

F4.1 SCHEDULE OF ITEMS EXHIBITS

Labor Category	Standard Rate	Overtime Rate
<b>Option Period Three - 10/01/2026 - 09/30/2027</b>		
<b>State of Oregon</b>		
Alarm Monitor	(b) (4)	
Alarm Supervisor		
Security Officer - Armed		
Security Officer - Supervisor		
Security Officer - Unarmed		
<b>State of Washington</b>		
Alarm Monitor		
Alarm Supervisor		
Security Officer - Armed		
Security Officer - Supervisor		
Security Officer - Unarmed		
<b>Labor Category</b>		
<b>Option Period Four - 10/01/2027 - 09/30/2028</b>		
<b>State of Oregon</b>		
Alarm Monitor		
Alarm Supervisor		
Security Officer - Armed		
Security Officer - Supervisor		
Security Officer - Unarmed		
<b>State of Washington</b>		
Alarm Monitor		
Alarm Supervisor		
Security Officer - Armed		
Security Officer - Supervisor		
Security Officer - Unarmed		
<b>Labor Category</b>		
<b>Option Period Five - 10/01/2028 - 09/30/2029</b>		
<b>State of Oregon</b>		
Alarm Monitor		
Alarm Supervisor		
Security Officer - Armed		
Security Officer - Supervisor		
Security Officer - Unarmed		
<b>State of Washington</b>		
Alarm Monitor		
Alarm Supervisor		
Security Officer - Armed		
Security Officer - Supervisor		
Security Officer - Unarmed		



U.S. DEPARTMENT OF ENERGY  
BONNEVILLE POWER ADMINISTRATION  
SOLICITATION/CONTRACT/ORDER FOR SERVICES AND/OR ITEMS

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- 24 - C - 94280	3. Effective Date: Block 29c
4. FSS Contract/Award Number:	5. Solicitation Number: BPA- 23 - RFP - 5378	6. Date Solicitation Issued: 11/29/2023

CONTACT INFORMATION

<b>FOR INFORMATION CONTACT:</b>	7. Name of Contract Specialist: MELISSA PETERSON	8. Phone and Email: 360 619 6088 MJPETERSON@BPA.GOV	9. Offer Due Date/Pacific Time: 01/05/2024 1:00 pm
	10. Issued By: Bonneville Power Administration 4400 NE 77th Ave, Vancouver, WA 98662	11. Freight Terms: N/A 12. Payment Terms: NET30	
13. Email Invoices To: <a href="https://www.ipp.gov/">https://www.ipp.gov/</a>		14. Contract Type: <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Non-Commercial	
15. Pre-Proposal Site Tour or Conference Info: DECEMBER 12, 2023 - PRE-PROPOSAL CONFERENCE. REGISTER WITH MJPETERSON@BPA.GOV NLT DECEMBER 11, 2023.			

16. Offeror/Contractor Name and Address: INTER-CON SECURITY SYSTEMS INC 210 SOUTH DE LACEY AVE PASADENA, CA 91105	17. Offeror/Contractor Point of Contact Name, Phone and Email: Neil Martau Chief Administrative Officer nmartau@icsecurity.com (626) 535-2234
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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
	SECTION B. SCHEDULE OF ITEMS CONTINUATION PAGE		...		
			...		
			...		
			...		

24. Accounting and Appropriation Data (used only in COOP event):	25. Total Award Amount (b) (4)
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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: 01/22/2024 Your offer on this solicitation, specified in items: 18-23, including any additions or changes set forth herein, is accepted.
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28a. Name and Title of Signer: Neil Martau, Chief Administrative Officer		29a. Name of Contracting Officer: MELISSA PETERSON	
28b. Signature of Contractor By: (b)(6) (Signature of person authorized to sign.)	28c. Date Signed: 03/4/2024	29b. Signature of Contracting Officer: By: _____ (Signature of Contracting Officer.)	29c. Date Signed:

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

Line Item No.	Description	Quantity	Unit	Unit Price	Amount
0001	Services Non Personal: Bonneville Headquarters Posts. FFP	12	Month	(b) (4)	
0002	Services Non Personal: Ross Complex Security Posts. FFP	12	Month		
0003	Services Non Personal: Park Place Security Posts. FFP	12	Month		
0004	Services Non Personal: Munro Complex Security Posts. FFP	12	Month		
0005	Services Non Personal: Eugene Starr Complex Security Posts. FFP	12	Month		
0006	Services Non Personal: Deployment and Urgent Security Services (Inclusive of Travel), T&M	1	Job		
1001	Option Period One: Services Non Personal: Bonneville Headquarters Posts. FFP	12	Month		
1002	Option Period One: Services Non Personal: Ross Complex Security Posts. FFP	12	Month		
1003	Option Period One: Services Non Personal: Park Place Security Posts. FFP	12	Month		
1004	Option Period One: Services Non Personal: Munro Complex Security Posts. FFP	12	Month		
1005	Option Period One: Services Non Personal: Eugene Starr Complex Security Posts. FFP	12	Month		
1006	Option Period One: Services Non Personal: Deployment and Urgent Security Services (Inclusive of Travel), T&M	1	Job		
2001	Option Period Two: Services Non Personal: Bonneville Headquarters Posts. FFP	12	Month		
2002	Option Period Two: Services Non Personal: Ross Complex Security Posts. FFP	12	Month		

2003	Option Period Two: Services Non Personal: Park Place Security Posts. FFP	12	Month
2004	Option Period Two: Services Non Personal: Munro Complex Security Posts. FFP	12	Month
2005	Option Period Two: Services Non Personal: Eugene Starr Complex Security Posts. FFP	12	Month
2006	Option Period Two: Services Non Personal: Deployment and Urgent Security Services ( <i>Inclusive of Travel</i> ). T&M	1	Job
3001	Option Period Three: Services Non Personal: Bonneville Headquarters Posts. FFP	12	Month
3002	Option Period Three: Services Non Personal: Ross Complex Security Posts. FFP	12	Month
3003	Option Period Three: Services Non Personal: Park Place Security Posts. FFP	12	Month
3004	Option Period Three: Services Non Personal: Munro Complex Security Posts. FFP	12	Month
3005	Option Period Three: Services Non Personal: Eugene Starr Complex Security Posts. FFP	12	Month
3006	Option Period Three: Services Non Personal: Deployment and Urgent Security Services ( <i>Inclusive of Travel</i> ). T&M	1	Job
4001	Option Period Four: Services Non Personal: Bonneville Headquarters Posts. FFP	12	Month
4002	Option Period Four: Services Non Personal: Ross Complex Security Posts. FFP	12	Month
4003	Option Period Four: Services Non Personal: Park Place Security Posts. FFP	12	Month
4004	Option Period Four: Services Non Personal: Munro Complex Security Posts. FFP	12	Month
4005	Option Period Four: Services Non Personal: Eugene Starr Complex Security Posts. FFP	12	Month

(b) (4)



4006	Option Period Four: Services Non Personal: Deployment and Urgent Security Services <i>(Inclusive of Travel)</i> . T&M	1	Job	(b) (4)
				Total Base Year: (b) (4)
				Total Exercised Options: (b) (4)
				Total Award: (b) (4)
				Total Unexercised Options
				Total All Items

### C. SUBMISSION OF INVOICES & CONTACT INFORMATION

1. Invoices should be sent electronically to:

<https://www.ipp.gov/>

2. Payment Terms:

Net 30

3. Bonneville Contact Information:

Bonneville Office:

NSSF-4400-2

Attention:

MELISSA PETERSON

Contact Email:

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

4. Contractor Contact Information:

Company Name:

Inter-Con Security Systems Inc

Attention:

Neil Martau

Contact Email:

[nmartau@icsecurity.com](mailto:nmartau@icsecurity.com)

**D. DELIVERY INFORMATION**

Line Item No.	Period of Performance/ Delivery Date	Quantity	Unit	Delivery Terms	Ship To Address or Place of Performance
0001-0006	04/01/2024 - 03/31/2025	1.00	Job	Block 11	Reference Statement of Work
1001-1006	04/01/2025 - 03/31/2026	1.00	Job	Block 11	Reference Statement of Work
2001-2006	04/01/2026 - 03/31/2027	1.00	Job	Block 11	Reference Statement of Work
3001-3006	04/01/2027 - 03/31/2028	1.00	Job	Block 11	Reference Statement of Work
3001-3006	04/01/2028 - 03/31/2029	1.00	Job	Block 11	Reference Statement of Work

**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
All Items	Government	Government	Government	Government	



## F. ATTACHMENTS

	Description
F1	Statement of Work - January 1, 2024
F2	Contract Clauses
F3	Wage Determination CBA-L49-L06 - 2019 - 2023 Dated 05/17/2023 - extended to June 30, 2024 - IBR
F4	Additional Attachments F4.1 Schedule of Items Exhibit F4.2 Subcontracting Plan
F5	Solicitation Provisions - N/A

**A) GENERAL INFORMATION****1) INTRODUCTION**

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

**2) BACKGROUND**

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

**3) PLACE OF PERFORMANCE**

The Contractor shall provide security officer services at the Bonneville's facilities at the following locations:

- Headquarters Building 905 NE 11th Ave, Portland OR 97232
- Ross Complex, 5411 NE Highway 99, Vancouver, Washington 98663
- Eugene Starr (Celilo) Complex, 1500 Hwy 197, The Dalles, Oregon 97058
- Munro Complex, 1620 East Hawthorne Road, Mead WA 99021
- 4400 building, 7601 NE 41st, St., Vancouver, WA 98662
- 1Park Place and 2Park Place, 7600 NE 41st, St., Vancouver WA 98662

- Other locations within the Bonneville Regional Service Area issued under Section B – Security Officer Deployment.

**4) GOVERNMENT-FURNISHED MATERIALS AND EQUIPMENT**

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

**5) CONTRACTOR-FURNISHED MATERIALS AND EQUIPMENT**

- a. The Contractor shall furnish all training, quality control, personnel, uniforms, equipment, materials, and supervision to maintain physical security for Ross Complex, Eugene Starr (Celilo) Complex, Munro Complex, employees, and visitors.
- b. The Contractor shall provide the following items of operational equipment:
  - One hand-held portable public address system with batteries at Ross, Eugene Starr (Celilo) and Munro locations
  - One hand-held, battery-operated spotlight with batteries at each complex, Ross, Eugene Starr (Celilo) and Munro
  - Sufficient communications equipment, to maintain contact with security officers and Bonneville Local Facilities personnel.
  - One (1) 800 MHz capable hand held radio on each security post. Additionally, base stations compatible with regional emergency services communications systems shall be provided for Ross Dittmer AMS, Ross Post 2, (CSB) and Munro AMS.
- c. The Contractor shall furnish Vehicles to meet SOW requirements. Information on vehicles being considered must be submitted to and approved by the Bonneville OSCO COR prior to use in performance of this contract. Consideration for the selection of patrol vehicles shall include area inclement weather conditions, operating terrain, fuel economy, vehicle purpose, etc. Vehicles designated for deployment purposes must take into account that Bonneville deployment locations include remote locations accessed via fire roads, and Right of Way access roads that require ability to operate off hardened road surfaces. Any exceptions, changes, or modifications to vehicle requirements during the contract must be approved in advance by the COR and/or CO. Refer to Federal Standard 307 for further guidance
  - (a) Ross Complex
    - (i) Three Vehicles, Two for patrol and one for supervision.
    - (ii) All are to be AWD or 4x4
    - (iii) Est. Mileage for patrol vehicles 22,000 each, per year
    - (iv) Est. Mileage for supervisor vehicle: 35,000 per year.
  - (b) Park Place office complex
    - (i) One vehicle for patrol duties.
    - (ii) Est. Mileage: 7,000 miles per year
  - (c) Eugene Starr (Celilo) Complex
    - (i) One vehicle for patrol use
    - (ii) AWD or 4-wheel drive, compact, extended cab pickup truck or SUV.
    - (iii) Est. Mileage: 30,000 Per year
  - (d) Munro Complex
    - (i) Three vehicles, two for patrol and one for supervision.

- (ii) 4-wheel drive, extended cab pickup truck or SUV
  - (iii) Est. Mileage: 30,000 Per year
- (e) Spare Deployment Vehicles
- (f) Two spare vehicles shall be available at all times for emergency deployments to various Bonneville facilities or higher threat conditions. One of the spare vehicle may be located at the Eugene Starr (Celilo) Complex.
- (g) AWD or 4-wheel drive, compact, extended cab pickup truck or SUV.
- (h) Est. Mileage 6,000 per year.
- ii. Vehicle equipment
  - (a) The color of the patrol vehicles shall be consistent with security or law enforcement-type vehicles. Doors on each side of the vehicles shall be marked "Security". In addition to other items deemed necessary by the Contractor, the Contractor must equip vehicles as follows:
  - (b) Light bar with flashing amber lights
  - (c) Spot light (mounted, remotely operated or hand-held portable)
  - (d) Spare tire and tools
  - (e) Traction devices or tires
  - (f) First Aid kit with protective gloves and medical waste receptacle
  - (g) Emergency Road Kit using LED or reflective emergency markers
  - (h) Vehicle mounted radio compatible with regional emergency services communications systems
  - (i) A,B,C Fire extinguisher
- d. Uniform and Equipment
  - (a) Uniforms shall be of professional appearance, color-coordinated police/security style uniforms that are standard issue by the Contractor and worn by all security officers and security supervisors. The uniforms for security officers and security supervisors assigned to the Eugene Starr (Celilo) Complex may be a tactical uniform (e.g. – 5.11 Tactical Series or similar) in the color of Khaki. Officers required to have a Non Electrical Worker Access Permit to energized areas must be provided uniforms meeting NFPA requirements for Arc Flash and Energized yard environments as listed in the Bonneville Accident Prevention Manual and Rules of Conduct Handbook.
  - (b) The following items of clothing and equipment shall be issued to and placed in the care and custody of each employee. Adjustments or changes to these requirements must be approved in advance by the COR.
  - (c) Rain and cold weather gear as required with high visibility security identification located on the front and back.
  - (d) A name tag that is professional in appearance with the first initial and last name of the officer to be worn in a consistent location on the uniform.
  - (e) Duty belt with minimum level 3 retention holster, similar to what Law Enforcement agencies currently use, requiring two separate actions to release retentions and draw the weapon. ex: an SSL sleeve or thumb break combined with a rocking motion, magazine pouch, handcuff pouch, and other equipment approved in advance by the COR.
  - (f) Black security or police style duty boots or shoes. Tan security or police style duty boots may be issued for use with Eugene Starr (Celilo) uniforms if khaki color uniforms are selected.
  - (g) Officers holding an energized access permit must be provided appropriate foot gear as listed in the Bonneville Accident Prevention Manual Section A-2 which is as follows: Lace-up, over the ankle leather boots with rigid sole and heel meeting ASTM F 2413-11 with an EH Rating or ASTM F 2413-05, Class 75 with EH rating
  - (h) Professional Looking full finger black gloves lined with cut resistant material that meets 29 CFR part 1910 subpart I App B and ANSI / ISEA 105-2016 such as Law Enforcement agencies would provide to LE Officers for cut protection.

- (i) Whistle
  - (j) Security Officer badge meeting requirements of state laws where performing duty to be worn on the most exterior article of clothing(i.e. uniform shirt, uniform jacket, rain gear or cold weather clothing)
  - (k) Gender specific ballistic body armor meeting U.S. Department of Justice National Institute of Justice Standard 0101.06, Classification Type II-A. and meeting OSHA Standard 1910.132
  - (l) Sufficient numbers of uniform pants, short sleeve shirts, and long sleeve shirts for each officer to maintain uniform cleanliness and professional appearance.
  - (m) Security/law enforcement style all weather jacket, with high visibility security identification on front and back affording access to their issued duty weapon.
  - (n) Aerosol Defensive spray and carrying pouch of the type and potency that local LE and/or local security companies carry.
- e. At a minimum, the following items of equipment shall be provided to employees for each shift. Additional items deemed necessary by the Contractor must be approved by the COR:
- (a) Handcuffs and handcuff key
  - (b) Aerosol Defensive Spray
  - (c) Flashlight similar to the type Law Enforcement use, capable of being operated with one hand (push button on/off) while using a duty weapon in a high stress environment
  - (d) Semiautomatic Handgun with similar characteristics and performance as Law Enforcement agencies use no less than 9mm
  - (e) Ammunition meeting Law Enforcement performance characteristics, no less than 9mm in caliber
  - (f) Two magazines, and one round for the chamber. Magazine capacity shall be the maximum allowed by law
  - (g) The Contractor shall provide a secure, lockable cabinet sufficient for the secure storage of weapons at each arming/disarming point. Information pertaining to the proposed weapons storage cabinet shall be submitted to the COR for approval upon award of the contract
  - (h) The Contractor shall provide an approved bullet containment device for issuance of duty weapons at each arming point. Bullet containment devices must be placed in position so the muzzle of any weapon to be cleared is angled down and towards the floor
  - (i) All Contractor-provided equipment shall be appropriately marked and identified as belonging to the Contractor

#### 6) FEDERAL HOLIDAYS

- a. Federal Holidays occurring on Saturdays are observed on the Friday prior, and Federal Holidays occurring on Sundays are observed on the Monday following, 5 U.S.C. 6103 and Office of Personnel Management guidance
- b. Bonneville observes the following Federal Holidays:
 

<ul style="list-style-type: none"> <li>- New Year's Day</li> <li>- Martin Luther King Day</li> <li>- Washington's Birthday</li> <li>- Memorial Day</li> <li>- Juneteenth</li> <li>- Independence Day</li> <li>- Labor Day</li> <li>- Columbus Day</li> <li>- Veterans' Day</li> <li>- Thanksgiving Day</li> <li>- Christmas Day</li> </ul>	<ul style="list-style-type: none"> <li>January 1<sup>st</sup></li> <li>3rd Monday in January</li> <li>3rd Monday in February</li> <li>Last Monday in May</li> <li>June 19<sup>th</sup></li> <li>July 4<sup>th</sup></li> <li>1st Monday in September</li> <li>2nd Monday in October</li> <li>November 11<sup>th</sup></li> <li>4th Thursday in November</li> <li>December 25<sup>th</sup></li> </ul>
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#### 7) ACRONYM DEFINITIONS

- a. Acronyms:



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

#### 8) DOCUMENTATION

- a. Codified Federal Regulations (CFRs) [www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl)  
<http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=41:3.1.1.3.22#41:3.1.1.3.22.3.326.3>
- b. DOE Order 470.4b, Appendix B, Section 1, "Facility Clearances and Registration of Safeguards and Security Activities," and Section 2 "Foreign Ownership, Control or Influence Programs (FOCI)." <https://www.directives.doe.gov/directives-documents/400-series/0470.4-BOrder-b-admchg1>
- c. Executive Order 12829  
<http://www.archives.gov/isoo/policy-documents/eo-12829.html>
- d. HSPD-7  
<http://www.dhs.gov/homeland-security-presidential-directive-7>
- e. HSPD-12  
<http://www.dhs.gov/homeland-security-presidential-directive-12>
- f. NERC CIP Standard 006  
<http://www.nerc.com/standard006>
- g. Oregon Department of Safety, Standards, and Training (Oregon DPSST)  
<http://www.oregon.gov/DPSST/PS/pages/index.aspx>
- h. Oregon Revised Statutes  
<http://www.leg.state.or.us/ors/>
- i. Privacy Act 1974  
<http://www.justice.gov/opcl/privstat.htm>
- j. Revised Code of Washington (RCW)  
<http://apps.leg.wa.gov/rcw/>
- k. SF 328  
[http://hss.doe.gov/HQSecOp/foreign\\_ownership/FOCI\\_SF328\\_INSTRUCTIONS.pdf](http://hss.doe.gov/HQSecOp/foreign_ownership/FOCI_SF328_INSTRUCTIONS.pdf)  
<http://www.gsa.gov/portal/forms/download/116246>
- l. U.S. Department of Justice National Institute 0101.06
- m. NIJ Standard-0101.06 for Ballistic-Resistance of Body Armor and NIJ Standard-0115.00 for Stab-Resistance of Body Armor
- n. Washington State Criminal Justice Training commission (WSCJTC)  
<https://fortress.wa.gov/cjtc/www/>
- o. Washington State Department of Licensing  
<http://www.dol.wa.gov/business/securityguards/sggetarmed.html>
- p. 18 USC 793  
<http://codes.lp.findlaw.com/uscode/18/1/37/793>
- q. 18 USC 794  
<http://codes.lp.findlaw.com/uscode/18/1/37/794>

#### 9) INFORMATION PROTECTION

Information Protection The data that will be provided to the vendor or the vendor is collecting on Bonneville's behalf, has a rating of low under the FIPS 199 Standards for Security Categorization of Federal Information and Information Systems. As long as the vendor's employees only uses Bonneville 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 Bonneville information into the vendor's corporate logical or physical environment, the vendor will be responsible for the ensuring Bonneville's information is adequately protected. Data provided by Bonneville to the vendor (or data the vendor is collecting on Bonneville'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 Bonneville data using the NIST 800- 53rev5 Security and Privacy Controls for Federal Information Systems and Organizations for a low-rated system. The vendor must provide an attestation to Bonneville that will include that the vendor is protecting Bonneville information commensurate with NIST 800-53rev5; security controls for a low data

categorization. If the vendor is using this standard, please have the vendor provide an attestation to NIST 800-53rev5. Many private organizations use ISO-27001:2022 (ISO/IEC 27001:2022 – Information technology – Security techniques – Information security management systems – Requirements). If the vendor is using this standard, please have the vendor provide an attestation to ISO-27001:2022. Attestations shall be provided annually in the form of a formal memorandum, letter, or email.

#### 10) INFORMATION DISPOSAL POST CONTRACT

All Bonneville 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 or warranty period.

### B) WORK AND SERVICE REQUIREMENTS

#### 1) GENERAL REQUIREMENTS

- a. The overall purpose of this contract is to provide security officer services, Alarm Monitoring, and supervisory services for the BPA Headquarters 905 Building, BPA Ross Complex, Eugene Starr Complex, Munro Complex and other BPA facilities as addressed in this SOW. Additional security services may be requested by BPA for special events, increased security conditions, emergency services, etc. BPA projects requiring approximately 1,250 hours annually for additional security services on an as-needed basis for unforeseen situations.
- b. Security services include but are not limited to the following:
  - (a) Armed guard services.
  - (b) Protection of employees, facilities and property.
  - (c) Access control, to include screening of visitors, vehicles, packages.
  - (d) Issuance of visitor badges and enforcement of Bonneville's ID badge policies.
  - (e) Alarm Monitoring Station - operation and monitoring of security alarm systems and CCTV/VASS systems across geographically dispersed locations.
  - (f) Operation and monitoring of automated access controls.
  - (g) Observation and monitoring of building and fire warning systems and HVAC system warning panels and controls.
  - (h) Response by Security Officers to Security Incidents occurring on Bonneville owned property.
  - (i) Vehicle patrols of Bonneville Property and leased space, and interior and exterior foot patrols at designated locations.
  - (j) Application of compliance-based security requirements, to include maintenance of records associated with compliance requirements.
  - (k) Application of GSA building regulations.
  - (l) Interface with Federal Protective Service (FPS) and other law enforcement or emergency responders.
- c. Bonneville Headquarters
  - (a) The BPA Headquarters is a General Services Administration (GSA), seven-story office structure with three levels of underground parking. The BPA Headquarters building (905 building) and the adjacent 911 federal building comprise the Portland, OR Eastside Federal Complex. The 905 building contains administrative offices for approximately 1,500 federal employees and contractors and is located at 905 NE 11th Avenue, Portland, Oregon.
  - (b) BPA partners with the Federal Protective Service (FPS) on security strategies for the Eastside Federal Complex. The FPS is responsible for the protection and security of federal GSA owned property and leased property. In general, FPS operations focus on security and law enforcement activities reducing vulnerability to criminal and terrorist threats. FPS protection and security operations include all-hazards based risk assessments; emplacement of criminal and terrorist countermeasures; law enforcement response; assistance to federal agencies through Facility Security Committees; and emergency and safety education programs.
  - (c) The contracts Protective Security Officer guard services for federal building access control, employee and visitor
  - (d) identification checks, security equipment monitoring, and roving patrols of the interior and exterior of federal property. Through a Security Work Authorization (SWA), BPA's Office of Security and

Continuity of Operations works in cooperation with FPS to ensure security for the BPA HQ and Eastside Federal Complex meets both Department of Energy and GSA/DHS building security requirements.

d. Bonneville Ross Complex

- (a) The Bonneville Ross Complex is located at 5411 NE Highway 99 in Vancouver, Washington. The Ross Complex is situated on a 250 acre industrial complex consisting of 55 individual buildings with approximately 1,100 employees and Contractors assigned. Functions associated with buildings on the Ross Complex include high voltage electrical power distribution, administrative offices, electrical control and dispatching center, auditorium, laboratories, oil pumps, shipping and receiving, storage, scales, gas station, welding and cutting shop, microwave radio transmission equipment, hazardous waste storage, transformer repair, computers, flammables and herbicide storage, and solar power

e. Eugene Starr (Celilo) Complex

- (a) The Eugene Starr (Celilo) Complex, 1500 Hwy 197, The Dalles, Oregon 97058, consists of high voltage substations, equipment maintenance shops and other related support facilities on an 850 acre parcel of land approximately one mile south of The Dalles, Oregon

f. Bonneville Park Place Leased Space

- (a) The Bonneville Park Place office complex located at 7601 and 7600 NE 41st, St., Vancouver, WA 98662 consists of one or more office buildings leased by Bonneville and other tenants in Vancouver, Washington. Office space leased by Bonneville at the Park Place office complex changes as office space needs change within the agency

g. Munro Complex

- (a) Located at 1620 East Hawthorne Road Mead, WA and consists of the Munro Dispatch Center, Munro Scheduling Center, Bell Electrical Substation, Spokane District Maintenance Headquarters and various office spaces located on 66 acres.

h. Bonneville's security force is comprised of numerous posts including stationary access control, vehicle inspection, visitor processing, alarm monitoring, and foot and vehicle patrols. The number, hours, and specific duties of these posts and positions are described in sections related to the posting requirements for each site.

i. Bonneville reserves the right to assess security post needs and requirements as the security environment, contingency operations, and security requirements change for the agency. In doing so, Bonneville may elect to add, eliminate, or modify security posts, post duties, or post hours by bilateral contract modification

## 2) SECURITY CLEARANCE REQUIREMENTS

- a. At a minimum, and one security supervisor at the Ross Complex during all shifts shall have a DOE L (SECRET) security clearance or the L clearance in progress following the award of the contract. The Contractor will submit a list of security supervisors that will be submitted for clearance requirements through Bonneville Personnel Security within 30 calendar days of contract award. Bonneville will coordinate with the Contractor to submit security supervisor names to obtain DOE L clearances for a sufficient number of security supervisors to meet the above expected Bonneville need. The Contractor must notify Bonneville immediately upon discovery of circumstances impacting the security clearance held by a contractor's employee assigned to the Bonneville Security Services Contract.

- b. Prior to being issued a Department of Energy (DOE) identification badge, employees of the Contractor must accomplish the appropriate Personal Identity Verification (PIV) documentation required under HSPD-12. The PIV process will occur through the Personnel Security organization within Bonneville's Office of Security and Continuity of Operations (OSCO), who will supply the Contractor the necessary information and forms for this process. Employees of the Contractor must use the issued DOE ID badge for entry into Bonneville facilities. Proximity cards may also be programmed and issued to security officers for access to other electronically controlled areas.

c. Federal Information Security Management Act (FISMA)

- (a) Bonneville shall furnish an ID badge/DOE Security Badge (and RSA Token where applicable) for logical and/or physical access to Bonneville for the Contractor. All Bonneville information subject to FISMA controls must be kept within the Bonneville network boundaries, unless otherwise explicitly approved by Bonneville in writing.
- (b) No non-Bonneville electronic storage devices may be connected to the Bonneville network unless otherwise explicitly approved by Bonneville in writing. The Bonneville network interface requires



multiple authentications that include the ID badge/DOE Security Badge, account and password. Bonneville 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:

- (i) The Contractor handling the information shall be issued an ID badge/DOE Security Badge (and RSA Token where applicable), which shall be requested and managed by the COR.
  - (ii) The COR and Contractor shall be responsible for coordinating account activation and permissions to shared folders on the Bonneville network.
  - (iii) The Contractor shall abide by Bonneville Power Administration Manual 1110 (BonnevilleM 1110) Business use of Bonneville Information Technology Services Policy whenever using Bonneville equipment. BonnevilleM 1110 is available by request or at the following internal site, [https://connection.bud.bpa.gov/workplace-resources/policy/policylibrary/BonnevilleM\\_1110\\_Use\\_of\\_Bonneville\\_Tech\\_Services.pdf](https://connection.bud.bpa.gov/workplace-resources/policy/policylibrary/BonnevilleM_1110_Use_of_Bonneville_Tech_Services.pdf). Failure to abide by these rules may result in termination of access, permission, the contract and possible legal action by Bonneville.
  - (iv) New Badged Contractor Required Training, including information security training to permit use of the ID badge/DOE Security Badge (and RSA Token where applicable), must be completed once they receive their Learning Nucleus account information and can be found on the Required Training site: <https://connection.bud.bpa.gov/employee-center/training/Pages/Required-Training-Badged-Contractors.aspx>
  - (c) If the Contractor is badge-only (no logical access), printed copies of the required training must be provided to them. Once completed, they will need to send a signed FY Required Training Self-Study Attestation to the COR. The COR will then retain a copy of the badged contractor's signed attestation for their records and submits a copy to HR Training.
  - (d) After completing initial required trainings, the Contractor will take them as regularly required for all badged contract personnel. Most of these trainings are repeated each fiscal year, as listed on the Required Training site linked above.
  - (e) The COR and Contractor are responsible for tracking completed training and ensuring completion.
  - (f) Upon completion of the contract, the COR shall be responsible for suspending account access of the Contractor to the Bonneville network. The Contractor shall mail the ID badge/DOE Security Badge (and RSA Token where applicable) to the following address or return it to the COR if onsite:  
  
Bonneville Power Administration  
ATTN: COR (Anthony Reiter)  
P.O. Box 3621  
Portland, OR 97208-3621
  - (g) The Contractor shall be responsible for the safe-keeping of the Bonneville issued ID badge/DOE Security Badge (and RSA Token where applicable) at all times. If your ID badge/DOE Security Badge is lost/stolen, it must be reported to the Office of Security and Continuity of Operations Office within one hour of discovery (reference: <https://connection.bud.bpa.gov/workplace-resources/security/Pages/ID-Badges-and-Credentials.aspx>, with an additional notification to the COR.
  - (h) The Contractor personnel shall only utilize the ID badge/DOE Security Badge (and RSA Token where applicable) when conducting work directly related to the Statement of Work. Any other work is unauthorized
- d. Documentation of security practices and procedures (pertaining to personnel clearances and the training and reporting they are required to do if they hold a facility clearance and manage cleared personnel)

### 3) DOCUMENTATION REQUIRED PRIOR TO AWARD

Prior to award of this contract, the Contractor shall furnish to the Contracting Officer:

- (a) A Certificate of Authority from the Corporate Division of the Oregon State Department of Commerce
- (b) A Certificate of Authority from the Washington State Department of Commerce
- (c) A Certificate of Good Standing from the state in which the firm is incorporated.
- (d) A facility security clearance from HQ, U.S. Department of Energy pursuant to Executive Order 12829 or equivalent DOD FCL determination.

- (c) The Contracting Officer (CO), or designee (COR), will review the credentials of applicants proposed by the Contractor and reject any employee that, in the opinion of the Government, is not suitable for this contract. Under these circumstances, an appeals process will be provided to the Contractor.

#### 4) STANDARD OPERATING PROCEDURES

- a. The Contractor shall review, update and provide to the COR, updated Standard Operating Procedures (SOP's) by June 1, 2024 for the Contractor's operational and administrative use. Bonneville will provide information pertaining to procedures and policy in order to assist the Contractor with SOP development.
- b. Contents of SOP
  - i. The following are examples of SOP content. Specific sections required by Bonneville will be identified by OSCO, and proposed by the Contract Manager for Bonneville consideration:
    - (a) Uniforms and standards of appearance.
    - (b) Weapons and equipment issue, safety procedures, and accountability.
    - (c) Functions and duties of the security officers.
    - (d) Security officer authority.
    - (e) Apprehension policies and procedures.
    - (f) Response to bomb threats or suspected IED.
    - (g) Response to intrusion alarms.
    - (h) Response to unauthorized individuals.
    - (i) Response to discovery of prohibited items.
    - (j) Response to fire alarms and building evacuations.
    - (k) Customer Service and Diversity Awareness Training.
    - (l) Access control procedures, including visitors.
    - (m) Response to robberies and other violent crimes.
    - (n) Providing motorist assistance.
    - (o) Providing escort services to employees.
    - (p) Radio communications procedures.
    - (q) Use of force.
    - (r) Report writing.
    - (s) Lost and found property.
    - (t) Building/Gate Security Checks.
    - (u) CCTV monitoring procedures.
    - (v) Alarm monitoring/response procedures.
    - (w) Current issued Post Orders, Access Restrictions (Security Alerts and Access Status Notifications), Operations Bulletins, Special Notices, etc.
    - (x) Vehicle inspection techniques and practices for detecting bombs or other dangerous materials.
    - (y) Personnel screening (use of x-ray, hand wands, etc.).
  - ii. SOP Distribution
    - (a) The Contractor shall maintain current copies of applicable SOP's in hard copy at each stationary post and electronic copies in a central electronic file location available to all officers.
  - iii. SOP Training and Familiarization
    - (a) Prior to assignment to any post for duty either for shift or relief, the Contractor shall provide each new employee training sufficient to ensure a general familiarization of all Bonneville Posts and SOP's. The Contractor shall provide post specific training sufficient to ensure officers are thoroughly trained, and



knowledgeable of the post SOP's and duties associated with the post. Officers assigned to a post must be familiar with the duties of other posts having operational interdependencies. Training shall be documented in electronic and/or hardcopy format in individual Officer Training Records

iv. SOP Review Requirements

- (a) Unless otherwise directed by OSCO, the Contractor shall conduct quarterly reviews of officer knowledge and understanding of the SOP's for the post or posts which the officer is assigned. The reviews may be oral interviews, written exams, practical demonstration, or any combination of all three. The Contractor shall maintain records documenting reviews.
- (b) Results of quarterly evaluations shall be provided to the COR through the use of a Limited Scope Performance Testing Database. These results may also be used to determine future training requirements.

v. SOP Updates

- (a) The Contractor shall conduct and document annual reviews of SOP's. The Contractor shall provide the COR with updates and changes to SOP's as they occur and must incorporate change recommendations or requirements directed by OSCO.

**5) CERTIFICATIONS AND CREDENTIALS**

a. Armed Security Officer Certifications and Credentials

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

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

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

- (a) Bonneville HQ Post Day Shift (*work station location to be determined prior to award*)
- (b) Ross Post 1 day shift (Dittmer building West Entrance)
- (c) Ross Post 2 day shift (Ross Complex Construction Services Building)
- (d) Eugene Starr (Celilo) Complex Post 1, day shift only
- (e) Munro Post 1, Munro Alarm Monitoring Station (AMS)

c. Transition (60 Calendar Days)

- i. Within 15 calendar days following contract award, the Contractor must develop a transition plan ensuring necessary staff, certifications, training, and continuity are maintained in accordance with this SOW in order to maintain effective security operations. The Contractor must submit the transition plan to the COR for

review and approval no later than 20 calendar days following contract award. At a minimum the plan shall address:

- ii. Staffing Levels
- iii. Process for transitioning predecessor employees
- iv. Recruitment of new employees
- v. Strategy for providing post coverage during breaks and meal periods
- vi. Strategy for transition of uniforms
- vii. Supervisory plan implementation
- viii. Roles of management and administrative personnel
- ix. Communication methods and protocols
- x. Inventory and equipment including weapons and ammunition
- xi. Daily transition event calendar
- xii. The Selected Contractor shall provide weekly transition status reports during the transition period to address the following items:
  - (a) Staffing
  - (b) Permits, Licenses, and Registrations
  - (c) Personnel clearances
  - (d) Transition events/milestones
  - (e) Equipment and uniform purchases
  - (f) Emergency Radio Network agreement with regional emergency services communications agencies
  - (g) Transition Expectations at End of Contract
  - (i) At the beginning of the transition period to a follow-on contract, the Contractor shall provide personnel records, including but not limited to, training, medical, suitability and security records to the successor Contractor within 10 calendar days.

#### **6) CONTRACTOR FURNISHED TRAINING**

- a. The Contractor shall develop a Job Task Analysis (JTA) and identify general training needs as well as post-specific training needs in addition to State required Security Officer licensing requirements. JTA's and post certification processes shall be part of annual training which include processes specific to Bonneville Contract posts and shall be fully implemented within 90 calendar days of the award of the contract. JTA information shall be used to develop annual post specific certification (Quality Control) and an Annual Training Plan, which the Contractor shall provide to the COR by October 1 of each year. The Contractor shall provide pre-employment training meeting all requirements listed under "Armed Certifications and Credentials" and "Pre-Employment Training" prior to assigning any officer a post. Post-Employment training is defined as State required annual Armed Security Officer certification training, proficiency training and annual post specific certification training conducted after initial employment. Post-employment training shall be conducted in accordance with section 16) of the SOW.
- b. Pre-employment and post-employment training shall be conducted and certified/documented at no additional cost to Bonneville. Training hours may be organized in any manner determined to be most efficient for the Contractor other than the training hour organization specifically mentioned in this Statement of Work for weapons or use of force. Training hours required for Weapons or use of force training shall not be shifted between officers.
- c. Pre-Employment Training
  - i. Certification of completion of pre-employment training and licensing requirements for new hire employees shall be furnished to the COR prior to the start of employee performance. This notification may be in the form of an official letter, memorandum, or e-mail to the COR. All officers must complete the following training prior to assignment on post:

- (a) Oregon and/or Washington State licensing requirements, including successful completion of firearms qualification course(s) of fire meeting requirements of state in which licensed shall be conducted and certified by the Contractor prior to using post-employment and other training allotments.
  - ii. Orientation training and task performance demonstration certification regarding proper use and techniques for handcuff application as well as proper use and techniques for Aerosol Self Defense spray application at the full range of use of force levels. This training shall be performed by an instructor with credentials accepted by the state in which the officers will be certified, for less-than-lethal/use of force, or through other certification means approved by the COR (e.g. – master use of force instructor certification, etc.). At the option of the Contractor, orientation training for handcuffs and/or Aerosol Self Defense spray may be waived if a new-hire security officer can provide documentation of training for handcuffs and/or Aerosol Self Defense spray occurring within 6 months prior to hire related to a previously held security, military, or law enforcement position. Such documentation shall become a part of the security officer's training record for pre-employment training.
  - iii. 16 hours of training directed towards use of locally used X-Ray equipment for officers assigned to a post which includes use of an X-Ray machine unless they can show documentation of training on a similar model X-Ray system in the previous 6 months and familiarization training on the X-Ray system utilized at Bonneville. Officers assigned to positions requiring use of hand held / walk through magnetometers must complete 8 hours of initial training.
  - iv. Red Cross or equivalent certification for First Aid and CPR, to include use of automated external defibrillator (AED).
  - v. Prior to assigning a newly hired officer as the primary security officers at any post, newly hired officers shall complete sufficient training including familiarization of all site Bonneville Posts and SOP's prior to post assignment. The Contractor shall provide post specific training and certification to officers. Officers must complete training and demonstrate sufficient knowledge and understanding of applicable SOP's, and demonstrate capability of performing all duties associated with the post. Newly hired officer security post certification shall be completed within 30 calendar days of initial post assignment. Security officers must demonstrate familiarity, knowledge and understanding of the duties of other posts having operational interdependencies.
- d. Post-Employment Training and other Training Allotments
- e. Post-Employment License and Certification Refresher
- i. The Contractor shall provide refresher training to officers. Officers must maintain certification and qualification under requirements stated in section 16) of the SOW.
  - ii. American Red Cross or equivalent CPR, First Aid and AED training shall be conducted to maintain certifications meeting training frequency requirements by the credentialing organization.
  - iii. 8 hours of annual refresher training on locally used X-Ray equipment for each officer posted to use the machine and 8 hours annual refresher training on hand held / walkthrough magnetometers.
  - iv. Annual security post certifications for security officers shall be accomplished through a process developed by the Contractor and approved in advance by the COR. Officers must maintain certification and demonstrate knowledge, skills, and abilities to adequately perform in the posts assigned. Initial security post certifications shall be required for currently employed security officers assigned to perform duties at a new security post.
- f. Firearms Training (16 hours)
- i. The Contractor must provide and maintain training outlined in order to develop and maintain the firearms skills of officers. This 16-hour block of training shall not include pre-employment or remedial training for officers who fail to qualify per state requirements. For remedial training see "Remedial Firearms Training". To the extent possible, the Contractor shall incorporate applicable elements of established Department of Energy training for firearms.
  - ii. Frequency of Training
    - (a) Firearms training shall be conducted quarterly in four (4) hour blocks and documented on the contractor training plan provided to the COR. The Contractor may combine two quarters of firearms training, to be conducted in a single quarter to provide skills development for current licensed and qualified officers. To the greatest extent possible, firearms training must be conducted in regular intervals throughout the year in order to limit the degradation of firearms skills of Contractor personnel from year to year.



iii. Live Fire Range Training

- (a) A comprehensive firearms safety briefing shall be provided to all officers prior to commencement of firearms training. All officers shall be required to meet the following minimum firearms proficiency qualifications and training requirements:
- (b) Using the state or other course of fire approved in advance by the COR, qualify one additional time, approximately 6 months after state required licensing is completed. This can be in conjunction with quarterly live fire training. All qualifications and attempts must be documented and pass or fail and scores must be retained in an officer's permanent record made available to the COR upon request.
- (c) All officers shall attend not less than four hours of live fire range training approximately quarterly (except as noted for combining two 4 hour blocks). One 4 hour block of training shall be in the form of Confrontation Simulation (ConSim) training, or other forms of training approved by the COR.
- (d) The Contractor may combine up to two (2) quarterly training blocks for a total of 8 hours of training to be conducted within one quarter for officers who may need a more focused, longer block of training (see "Frequency of Training"). This allowance may be used one time per officer per year for officers needing such training. Upon request, the Contractor shall provide documentation to the COR of all officers who receive quarterly combined training.
- (e) Training hours may not be transferred from one officer to another.
- (f) Each quarterly block of firearms training shall have clearly defined goals and objectives. Each officer must demonstrate satisfactory understanding and ability to perform the objectives of the training. The Contractor shall maintain a record documenting the goals and objectives of each quarterly training session and provide these to the COR upon request. The COR shall be notified of the results of all officers failing to demonstrate satisfactory skill levels with the elements of the provided training via email. During quarterly training periods the focus of training may be on one or more of the below listed elements or additional elements proposed by the Contractor and approved in advance by the COR:
  - (i) Use of cover
  - (ii) Moving with a firearm
  - (iii) Shooting on the move
  - (iv) Low light shooting principles
  - (v) Decision scenarios/confrontation-simulation
  - (vi) Remedial Firearms Training
  - (vii) Failing State Licensing Qualification Course of Fire
    - 1. If at any time an officer fails the required state licensing qualification course of fire, either for license renewal or in conjunction with the six month requirement noted in "Live Fire Range Training", Bonneville will consider the officer as not in compliance with the provision listed in the Statement of Work "Armed Certification and Credentials." The Contractor shall notify the COR as soon as practical when any officer fails a qualification course of fire. The Contractor shall have a period of 45 calendar days to conduct needed remedial training in order to bring the officer into compliance with this Statement of Work without additional cost to the Bonneville Power Administration. If the officer is not brought into compliance within the 45-day grace period, the officer will no longer be eligible for contract performance. The COR may extend the grace period if determined it is in the best interest of Bonneville.
  - (viii) Failing to Meet Quarterly Firearms Training Objectives
    - 1. Officers who fail to meet quarterly training objectives shall receive remedial training in order to meet those objectives.
  - (ix) Unsafe Firearms Handling
    - 1. Unsafe firearms handling, negligent discharge of weapon, or any other unsafe acts in conjunction with the handling, training or use of firearms shall be reported to the COR or other OSCO personnel within 1 hour or as soon as circumstances allow. Incidents, such as an accidental discharge, shall have a thorough inquiry accomplished by the Contract Manager in coordination with OSCO and the Bonneville Safety Office. A report of the inquiry, to include

root cause, remedial actions, and any necessary remedial training shall be provided to the COR detailing corrective actions to be taken by the Contractor.

(x) Defensive Tactics Training (8 Hours)

1. Frequency and Scope of Training

- a. All officers shall attend 8 hours of defensive tactics training on an annual basis. The training shall consist of the following elements unless otherwise approved in advance by the COR.
- b. Handcuffing.
- c. Aerosol Self Defense spray refresher
- d. Take down and apprehension techniques to include Use of Force continuum scenarios.
- e. Verbal Crisis Intervention (verbal commands for taking suspects into custody).
- f. Weapons retention.
- g. Officer safety and survival.

(xi) Other periodic training may include, but is not limited to the following:

1. Vehicle inspection techniques, DOE or equivalent.
2. OSCO subject briefings as needed.
3. Re-familiarization with applicable emergency and alarm response procedures.
4. Report writing.
5. Post documentation familiarization.
6. NERC CIP requirements and/or procedures.

(xii) Other Security Officer procedures.

1. Individual training classes conducted by the Contractor shall include the development of a training plan. Class training plans shall be maintained by the Contractor and made available to the COR upon request. Upon award of the contract, the class training plan format template shall be provided to the COR for approval. A class training plan shall include the following information (or other information approved by the COR):
2. Training purpose, scope, and objective.
3. Training methodology.
4. Training resource needs, to include identified instructors.
5. Training schedule.
6. Training curriculum.
7. Training evaluation criteria.
8. After actions report (AAR) upon completion of training. The AAR shall be used to evaluate the success of the training and identify follow-up actions needed.

iv. On the Job Training/ Career Development

(a) On The Job Training (OJT)

- i. The Contractor shall furnish annual OJT to officers. Officers must demonstrate sufficient understanding, knowledge and capability to perform post duties. This training must address specific needs for conducting various day to day activities associated with post duties. OJT must be relevant to successful accomplishment of the Bonneville security mission. OJT must be conducted at no additional cost to Bonneville. Bonneville may request some types of OJT performed in addition to scheduled duty hours which may be considered "additional security services." Bonneville shall determine which types of OJT are "additional security services". The Contractor must maintain a record and roster of officers completing OJT. The Contractor must provide a certification statement of OJT annually to the COR. OJT shall include a review of the Contractor's firearms safety training program, DOE Vehicle Inspection Procedures, and may include, but is not limited to, the following:

- ii. Post documentation review.
  - iii. Additional vehicle inspection techniques.
  - iv. X-ray and magnetometer techniques.
  - v. Information bulletins, instructions, post operations, Operations Bulletins, etc.
  - vi. Safety information.
  - vii. Supervisory/Management one-on-one training.
  - viii. Security Officer procedures/ post procedures.
  - ix. Emergency procedures.
  - x. Hazardous materials.
- v. Contractor Required Training and Briefings
- (a) The Contractor may require individual employees to attend briefings, meetings, training or seminars relating to the specific conditions of employment under which officers are employed with the Contractor. These may include information pertaining to employee performance appraisals, employee benefits, Contractor policy, compensation policy, and other issues arising from time to time. To the extent practical these may be accomplished while the employee is posted on duty. However, the Contractor will exercise due diligence with respect to contractual position requirements to ensure all posts are filled with a security officer at all times.

## 7) CONTRACT EMPLOYEE REQUIREMENTS

- a. Officers must meet or exceed the following minimum criteria prior to post assignment:
- (a) Must be U.S. citizens.
  - (b) Must be at least 21 years of age to meet Oregon and/or Washington State Security Officer licensing requirements.
  - (c) Must possess a high school education or equivalency certificate.
  - (d) Shall be physically able to perform all assigned armed security officer duties, functions, and activities. Employees performing in security officer positions shall have the ability to do the following: stand on post for long periods of time (e.g. - an 12-hour shift with applicable breaks required by law); able to work outdoors during inclement weather or other conditions; able to walk uneven terrain during foot patrols; be able to legally and safely operate a motor vehicle; be able to lift up to 40 lbs. without assistance; able to be certified to perform cardiopulmonary resuscitation (CPR) and use an automated external defibrillator (AED); able to successfully pass firearms qualification and certification without physical assistance, including kneeling and other firing positions.
  - (e) The Contractor shall provide each newly hired officer a physical examination at no additional cost to the Government or the employee prior post assignment, and every two years after initial hire. Officers must be cleared as physically able mentally and medically fit to perform their respective duties. The Contractor shall provide a list of current employee's the date of their last physical examination upon request by the COR.
  - (f) The Contractor shall maintain a drug-free workplace program. In addition, the Contractor's program shall include at a minimum, processes for the initial drug screening of new-hire employees and random screening for employees. Drug screening shall be a 5-panel drug test regimen. The Contractor must perform drug screenings upon written request by Bonneville. The Contractor shall provide initial (for clearance purposes) and random drug screening of the employee through their own established testing facility federally qualified to conduct drug screening. An electronic and/or hard copy of the test result shall be made available to the COR, or other authorized official determined by the COR or CO, upon request and, if necessary, forwarded to DOE for record of compliance.
  - (g) All employees shall speak English and be literate in English to the extent of reading and understanding printed regulations, detailed written orders, training instructions and materials, and shall be able to compose reports which convey complete information in English. Security officers shall be able to understand and perform basic computer keyboard operations relative to the operation of word processing and e-mail software (e.g. - MS Word and MS Outlook) and the cardkey access systems used by Bonneville (currently ProWatch).

- (h) While on duty, security officers shall not supervise or attend to any other contract or duties not directly related to the performance of this contract without the advance written consent and approval of the CO and Chief Security and Continuity Officer. Contractor employees shall not be current government employees.
- b. Employee Background Checks
  - (a) Personnel will undergo HSPD-12 personal identity verification and background checks by Bonneville. Persons not meeting adequate security background requirements as determined by Bonneville will not be permitted to perform on Bonneville property.
  - (b) Security officers must meet state criminal background check requirements for armed guard licensing in the state in which they are working.
  - (c) Personnel must directly support North American Electrical Reliability Corporation Critical Infrastructure Protection (NERC CIP) standards (Standard CIP 006, Cyber Security – Physical Security of Critical Cyber Assets) and must undergo personnel risk assessments which Bonneville will conduct a minimum of every 7 years as outlined in requirements established in Standard CIP 004, Cyber Security – Personnel & Training.
  - (d) Department of Energy, Bonneville Office of Security and Continuity of Operations, Contracting Officer or COR will periodically request information from officers holding L clearances to initiate and maintain security clearances of officers requiring such and performing duties on the Bonneville Security Services Contract. Any actions on the following process could occur:
    - (i) PERSEC receives information from PHYSEC COR for guard force that a clearance is needed for a Guard
    - (ii) PERSEC will pre-fill out forms for signatures:
      - 1. OF 306 – Declaration for Federal Employment
      - 2. DOE F 5631.18 – Security Acknowledgement
      - 3. Need updated Resume
  - (e) PERSEC will send forms to Guard for signatures, Guard to include updated Resume, and return all to PERSEC
  - (f) During this time the Guard need to go for drug test – send results to PERSEC
  - (g) PERSEC will send forward to DOE/HQ all forms and drug test
  - (h) DOE/HQ will review paperwork
  - (i) DOE/HQ will send Guard an email to fill out e-QIP (Electronic Questionnaires for Investigations Processing)
  - (j) Guard to follow instructions from DOE/HQ to complete e-QIP
  - (k) Once e-QIP is returned to DOE/HQ the investigation process starts
  - (l) Guard will be contacted by OPM Investigator for background interview and possibly people listed on e-QIP
  - (m) This process could take up to a year
  - (n) Once investigation is complete PERSEC will receive information from DOE/HQ that Guard is cleared or not
  - (o) If cleared
    - (i) Guard will be requested to complete a WBT- Comprehensive Briefing for Cleared Employees
    - (ii) Guard to send certificate from WBT to PERSEC
    - (iii) PERSEC will order new DOE Security Badge w/clearance level on it
    - (iv) PERSEC will fill out a SF-312 (Classified Information Nondisclosure Agreement
    - (v) PERSEC will set up time w/Guard to review and sign SF-312

- (vi) Guard will set up a Card Pick-up appointment when new DOE Security Badge is checked in and Guard is notified

## **8) DUTIES OF THE CONTRACTOR**

### **a. General**

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

### **b. Contractor Duties**

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



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

j) The Contractor shall assist OSCO with evaluating the applicability of Protective Force requirements contained within applicable DOE Manuals that may be integrated into Bonneville's security program.

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

## **9) WEAPONS REQUIREMENTS**

### **a. Weapons and Ammunition**

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

### **b. Firearms Policy Requirements**

- (a) The Contractor shall develop and submit for approval to the COR a program plan for firearms safety, specific to the use of firearms in the performance of the contract. This shall be provided by the Contractor as part of the transition plan. Once approved, modifications to firearms safety requirements must be approved in advance by the COR.
- (b) The firearms safety program shall be approved in advance by the COR and shall address, as a minimum, the following:
  - (i) A statement of policy and procedural outline relating to the safe use of firearms.
  - (ii) Procedures for the arming and disarming of officers for duty/relief of duty. This shall include loading and unloading supervision of duty weapons by trained Weapons Safety Officers (WSO's).

- (iii) Procedures for inventory, accountability, and control of firearms by shift, as well as firearms maintenance and inspection, including a schedule denoting the frequency of these activities.
  - (iv) Procedures for rotation/replacement/disposition of unserviceable weapons.
  - (v) Procedures for ammunition accountability, storage, rotation, disposal, and inspection.
  - (vi) Policy for reporting accidents, incidents, unsafe conditions, and negligent discharges.
  - (vii) Policy for correcting and preventing accidents, incidents, unsafe conditions, and negligent discharges.
  - (viii) Policy for evaluating an officer's mental readiness to return to work following a use of force incident involving a weapon. A licensed Mental Health official must perform an evaluation of the officer's readiness before returning to work.
  - (ix) Firearm safety briefing form completed by each officer during each live fire range training session. These forms (electronic or hardcopy) must be available for review by the COR upon request.
  - (x) The Contractor shall assign a professionally qualified individual responsible for conducting self-assessments of the Firearms Safety Program on an ongoing basis. Assessments shall be conducted at least annually. The results of these assessments shall be documented on a standardized Contractor supplied form listing date and time of assessment. Any findings shall be documented and shall be submitted to the COR electronically. The Contractor shall immediately correct any unsafe conditions discovered involving firearms safety. Firearms Safety Program violations, and a mitigation plan must be immediately brought to the attention of the COR. Assessment documents must be made available to the COR upon request.
- (c) Firearms Instructors / Armorers
- (i) Firearms instructors may be security officers, Law Enforcement Instructors, supervisors or Contractor provided instructors designated by the Contractor to conduct firearms training. Firearms instructors shall be certified by the state for which officers are being trained or instructed. Guest or adjunct instructors may be used with advance approval of the COR.
  - (ii) Armorers may be security officers, supervisors, or Contractor provided armorers designated by the Contractor to perform these duties. Armorers shall have completed factory training or DOE certification to inspect, modify, or repair firearms being used on the contract. The Contractor shall submit electronically to the COR the armorers' qualifications.
- (d) Administrative Handling of Weapons
- (i) General
    - 1. All administrative firearms handling shall be performed in a manner consistent with safe and accepted practices. Firearms shall be treated as if they were loaded at all times. Weapons shall be confirmed as unloaded in accordance with established procedures.
  - (ii) Loading and Unloading Weapons
    - 1. Procedures for the loading and unloading of firearms shall be developed by the Contractor and approved by the COR as part of the weapons safety program. Changes to procedures shall be submitted for approval by the COR prior to implementation. Arming and disarming procedures shall be posted in plain sight at each designated arming station.
  - (iii) Less Than Lethal Weapons/Equipment
    - 1. Aerosol Self Defense Spray – All security officers shall carry Aerosol Self Defense spray in an approved holder located on their duty belt while on duty.
    - 2. Handcuffs – All security officers shall carry a minimum of one set of handcuffs in an approved handcuff case located on their duty belt while on duty.
    - 3. The Contractor shall provide and maintain sufficient quantities of these devices as readily available to all security posts.
    - 4. New security officers shall receive appropriate orientation training and task performance training on the proper use of applicable less than lethal devices prior to assuming any security post.

## **10) COMPANY REPRESENTATIVES AND SUPERVISION**

- a. Qualifications of key personnel:
  - i. The Contractor shall identify, by name, key management, supervisory, and instructor personnel.
    - (a) Management/Contract Manager – Shall have a minimum of four (4) years' experience in the management of security services contracts.
    - (b) Supervisors – Shall have a background and experience including a minimum of four (4) years associated with a security, military police, or law enforcement career.
    - (c) Instructor – Shall have professional credentials consistent with performing in the capacity of an instructor. Credentials include state certification or accreditation, Department of Energy certification, or other certification, approved by the CO and COR. Additionally, instructors shall have a minimum of four (4) years' experience in a security, military, or law enforcement career.
  - ii. Company Representative
    - (a) The Contractor shall provide a Contract Manager. The Contract Manager shall be dedicated solely to the performance of this contract and will not be assigned to any other contracts. The Contract Manager may appoint a supervisor to act in place of the Contract Manager as needed for temporary absences. OSCO will retain final oversight and decision-making authority over security operations.
    - (b) The Contract Manager shall assist OSCO with the development of security procedures and policy.
    - (c) The Contract Manager shall maintain proper discipline, appearance, conduct, professional bearing and demeanor of all officers and supervisors.
    - (d) The Contractor shall provide supervision focused on the day-to-day contract performance of officers. Supervision shall also be the direct liaison to the Contract Manager and OSCO for security operations. Supervisors shall assist with training (post certification, OJT, etc.) as necessary
    - (e) The Contractor shall provide one twenty-four hour per day, seven day per week supervisor at the Ross and Munro Complex and a supervisor assigned to Celilo Complex for 12 hours per day, Monday through Friday. The supervisors shall be responsible for supervising officers performing duties at the various locations at specified times as noted in "Designated Coverage."
    - (f) Supervisors shall be certified as a supervisor by the state in which supervisory work is to be performed if required. Supervisors will have demonstrated the knowledge, skills, and abilities necessary to successfully perform the duties of the Security Supervisor position including, but not limited to, the following:
      - (i) Resolution of security related issues.
      - (ii) Management of dynamic, evolving emergency or security incidents.
      - (iii) Liaison with law enforcement agencies, client personnel, and other customers.
      - (iv) Coordinating and ensuring training completion of officers assigned.
      - (v) Duties of the Ross Complex security supervisor are outlined in the Statement of Work.
      - (vi) Shift supervisors may relieve security posts for designated break periods only when there are no other alternatives (e.g. - patrol, etc.) available.
      - (vii) The supervisor shall inspect all assigned officers/posts at least once per shift. Each officer/post inspection shall be entered in the Security Officer Report (SOR) and initialed by the inspecting supervisor. SOR's shall be made available electronically to the COR upon request.
      - (viii) If a Security Officer is not available to be posted at the beginning of a shift the Contractor Supervisor shall call the Physical Security Duty Officer, OSCO personnel or COR and provide the expected timeline and plan to restore coverage of the post.
      - (ix) Alternate shift supervisors shall serve in the absence of a designated Shift Supervisor. The alternate shift supervisor must meet the criteria stipulated for "Supervisor."

## **11) SECURITY SUPERVISOR PROCEDURES AND DUTIES**

- a. General Description

- i. The supervisor is responsible for ensuring completion of security officer training and proper management and maintenance of all security posts listed in this SOW. Supervisors shall not supervise any security posts associated with other contracts. Shift Supervisor's shall be armed.
- ii. Designated Coverage
  - (a) Ross Complex
    - (i) All Shifts 24 hours a day, 7 days a week unless otherwise approved by the COR, one supervisor shall be on duty and responsible.
    - (ii) Celilo Complex
      - 1. Monday through Friday, except holidays, from 0800 – 1600 hours, unless otherwise approved by the COR, one supervisor shall be assigned to and responsible for the Celilo Complex.
    - (iii) Munro Complex
      - 1. All Shifts 24 hours a day, 7 days a week unless otherwise approved by the COR, one supervisor shall be on duty and responsible for the Munro Complex.
- b. Supervisor Duties
  - i. Supervisors shall not have other responsibilities not related to this contract. Supervisors shall be responsible for the following:
    - (a) Providing a formal briefing for security officers at the beginning of each shift. This shall include, but is not limited to, pertinent pass-down information, security alerts, or termination advisories.
    - (b) Ensuring posts remain staffed as required. Provide suitable replacements to staffing as needed.
    - (c) Notifying the Contract Manager and OSCO if the Contractor is unable to provide coverage for a post.
    - (d) Providing back-up assistance to security officers as needed. If additional assistance is needed, the supervisor shall immediately ensure Federal Protective Service (FPS) or local law enforcement, and OSCO, is notified as appropriate.
    - (e) Ensuring familiarity with the duties and responsibilities of the posts under their supervision.
    - (f) Ensuring post books at each post are kept current and all officers are knowledgeable regarding information contained in the post book.
    - (g) Conducting tests of security system equipment, in accordance with written plans and SOP's. A written report of the results of testing shall be provided to OSCO electronically.
    - (h) Ensuring completion of Annual Post Certification Tests, Limited Scope Performance Tests (LSPT's), Alarm Response and Performance Tests (ARAPT's), and other security exercises as indicated in established plans and SOP's. This includes coordination with the Contract Manager and OSCO, if necessary, as well as documenting, maintaining, and tracking written evaluations associated with these performance tests, identifying and making any needed corrective actions.
    - (i) Gathering, reviewing, and submitting security incident reports and forms prepared during the shift. The submission of reports and forms shall be coordinated with the Contract Manager and COR. Forms/reports shall be filed electronically in appropriate folders on Bonneville networks and as directed by OSCO personnel.
    - (j) Reviewing documentation maintained by posts. Ensuring documentation is maintained and submitted in accordance with directives established by OSCO. This includes, but is not limited to Security Desk Blotters, applicable visitor documents and logs, NERC CIP compliance documentation and records.
    - (k) Coordinating with the Contract Manager to provide verbal briefings to the COR, other OSCO staff, or the Chief Security Officer regarding significant security-related events as needed.
    - (l) Ensuring timely notification is made to the relevant Facilities Management office concerning buildings and/or grounds-related issues
    - (m) Ensuring notification is made to the Contract Manager and OSCO Physical Security Duty Officer, if necessary, regarding security incidents occurring after normal duty hours as soon as safely possible.
    - (n) Conducting an inspection of each security officer prior to posting. This inspection shall include at the minimum:



- (i) Ensuring personal appearance of security officers is acceptable in accordance with established policies. Ensuring each security officer is properly licensed and equipped with the necessary inclement or warm weather garments. Ensuring all officers on duty possess a valid DOE/Bonneville identification badge for display.
- (ii) Ensuring each officer is fit for duty. The Supervisor shall not allow any security officer to stand post if he or she appears to be under the influence of alcohol, drugs, medication, or other intoxicants. The supervisor shall not allow any security officer to stand post without sufficient rest.
- (iii) Providing a shift briefing regarding any relevant issues brought forward from previous shifts, such as post orders, special notices, access restrictions, etc.

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

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

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

### 13) DELIVERABLES AND PERFORMANCE

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

Due Date	Subject	Destination	Other Information
At Award	Weapons Storage Approval	COR	
At Award	Certificate of Authority	COR/CO	
At Award	Personnel Secret Security Clearance Initiated	Personnel Security	
At Award	Certificate of Good Standing	COR/CO	Executive Order 12829
At Award	DOE Facility Security Clearance	COR/CO	SF328
90 Days after start of Contract	SOPs and Post Books/ Orders	COR	
Quarterly	Officer Evaluation of SOP	COR	At the end of each Fiscal Year Quarter
As Updated or Annually whichever is first	Updates to SOP	COR	
At Award/Annually	Annual Training Plan	COR	First quarter of the fiscal year
Prior to Post Assignment Provide documentation upon Request	Certification of Pre-Employment Training	COR	
Conduct as Required/Provide Documentation Upon Request	Post-Employment Licensing and Certification Refresher	COR	

Upon Request	Documentation of Qualification Attempts	COR	
As Required	Combined Quarterly Training	COR	
Upon Request	Training Goals and Objectives	COR	
Upon Completion	Results of Quarterly Training	COR	
As Required	Notification of Failure to Qualify	COR	
As Soon As Safely Possible	Report of Unsafe Act	COR	
As Required	Remedial Action Plan for Preventing Future Unsafe Acts	COR	
At Award	Class Training Format	COR	
Upon Request	Class Training Plan	COR	
Upon Request	OJT Report	COR	
Upon Request	Documentation of Medical Exam	COR	
Upon Assignment	Documentation of Criminal History Check	COR	Letter Signifying Acceptable Criminal History Check
As Required	Email Notification of Employee Terminations	COR	Email to COR email box
As Required	Security Incident Reports	OSCO/FPS	
At Award of Contract and updated as Changes Occur	Company Key Personnel and Officer Recall	COR	
Prior to Award of Contract	Organizational Chart	COR/CO	
Upon Request	Training Records	COR	
Upon Request	Post Books	COR	
As Required	Security Alarm Checks	COR/SSA	
As Required	Firearms Modification Approval	COR	
Upon Request	Weapons Inspection Documentation	COR	
Upon Request	Weapons/Ammunition/Equipment accountability documentation	COR	
At Award of Contract	Firearms Safety Program	COR	
Annual on date of Contract Award	Firearms Safety Program Assessments	COR	
Upon Request	Firearms Safety Briefing	COR	
As Required	Guest Firearms Instructors	COR	
As Required	Armors Qualifications	COR	
At Award of Contract	Firearm Load/Unload Procedures	COR	
As Required	Supervisory Post Check Documentation	COR/SOR	
As Required	Post Books, Forms, Tests, Reports, SORs, Compliance Documents	COR	
As Required	Shift Schedule Changes	COR	
As Required	Performance Assurance Training Elements	COR	
Annually	Annual Self-Assessment	COR	
14 Business Days after Assessment Completion	Annual Self-Assessment of Adherence to SOW Report	COR	
120 days following Award of Contract	Performance Testing Methodology	COR	
Upon Request	Performance Tests, (Security Exercises to include verbal questions or actions taken)	COR	Conduct and Document on LSPT/ARAPT Log

#### 14) SHIFT AND POST REQUIREMENTS

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

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

b. Shifts

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

c. Shift Requirements

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

specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The officer shall immediately report the incident to the Security Supervisor, FPS (for incidents occurring at Bonneville HQ), the Contract Manager, and OSCO.

- xv. Security officers shall be familiar with designated NERC CIP controlled areas at their post locations and must be familiar with access and response requirements for those areas.

## 15) SAFETY REQUIREMENTS

- a. The COR, designated field inspector, or any Bonneville employee or contractor may cause any work to cease if any safety violations are observed. No further work will be allowed until such time as the situation is resolved.
- b. The Contractor shall provide to the COR, prior to the start of the contract, a Material Safety Data Sheet on products the Contractor will be bringing to the job site that employees may be using, exposed to or which may be stored on the site. Prior to performance on this contract, a Safety Plan (SP) must be submitted in writing to the COR to address typical and routine tasks required under this contract. The SP is subject to review and approval by the Bonneville Safety Office. Changes in work procedures or added work sequences not initially specified in the SSSP shall require an update and will generate a new review and approval process for the updated analysis or plan.
- c. All applicable Federal, Government and local safety requirements shall be observed by the contractor and its employees.
- d. Many Bonneville facilities are energized and could pose risk to the life and safety of any Contractor personnel who enter such areas. Security contract personnel who are trained and hold a Contractor Non-Electrical Worker Permit may be allowed in areas requiring Permit without escort of Bonneville personnel. Personal Protective Equipment Required for Entering areas requiring the Permit:
  - i. White Hard Hat. Hard hats approved by the Administration shall be worn by ALL PERSONS in the following locations and conditions except for work inside transformers, power circuit breakers, under vehicles, or in similar restricted/protected situations.
    - (a) In fenced substation yards and other designated hard hat areas.
    - (b) When engaged in or when in the close proximity of outdoor work or in all areas where there is exposure above head level to moving equipment, work, or material handling.
    - (c) Persons working at elevated locations more than 4 feet above the ground and utilizing fall protection PPE shall wear a Bonneville approved climbing style helmet attached with chin strap.
  - ii. Identification/Color-Coding System. To distinguish between Qualified Electrical Employees and others, YELLOW hard hats will be restricted to holders of *Electrical Worker Permits*. Additional hard hat colors utilized on the Bonneville system are:
    - (a) BLUE: Riggers
    - (b) RED: Construction Equipment Operators
    - (c) GRAY: Carpenters (Note: Due to gray being unavailable in a climbing style helmet, white shall be substituted.)
    - (d) WHITE: All Others
  - iii. Protective Footwear. Appropriate footwear that provides adequate support and protection to the foot, toes and ankles for the work being performed shall be worn. Lace-up, over the ankle leather boots with rigid sole and heel meeting ASTM F 2413-11 with an EH Rating or ASTM F 2413-05, Class 75 with EH rating shall be worn in all work areas where hard hats are required and other areas as determined by a supervisor. Supervisors have the responsibility for assuring that appropriate footwear is worn. Employees have the responsibility to wear appropriate footwear for the job.
  - iv. Arc Flash (FR) Clothing:
    - (a) Arcing from faulted components can occur when working on or near energized circuits. In some cases, this arcing will expel molten metal and can produce enough heat to cause burns to a worker and ignite clothing. Bonneville's goal is to establish requirements that protect workers from the onset of 2<sup>nd</sup> degree burns (1.2 cal/cm<sup>2</sup>), but not overprotect to the point of causing restricted/inhibited visibility, heat exhaustion, and inability to perform work. Arc-rated clothing has a rating corresponding to the minimum Arc Thermal Protection Value (ATPV) which prevents the onset of 2<sup>nd</sup> degree burns.



- (b) To maintain conformance with Federal OSHA work standards Bonneville has adopted the policy of protecting workers from the hazards of arc flash by requiring minimum clothing rating of 8 cal/cm<sup>2</sup> for those who may be exposed to arc flash hazards normally found in the energized area of Bonneville substations. This clothing must be worn by contract workers anytime they are in the energized area of the substation yard. The boundary for this requirement is from any control house door exiting into the energized substation yard or from the substation gate entering into the energized substation yard.
- (c) Therefore, if the contract worker must enter the energized substation yard to work the minimum requirements for arc rated clothing must be met. Long sleeve coveralls with a rating of 8 cal/cm<sup>2</sup> can be utilized in lieu of rated pants and long sleeve shirt. Any jackets or rain gear worn also needs to meet the minimum rating of 8 cal/cm<sup>2</sup>.
- (d) Arc Rated clothing with a minimum rating of 8 calories/cm<sup>2</sup> shall be worn inside of energized substations or when an employee is performing work which may expose them to an arc hazard. The wearing of clothing and footwear made from acetate, nylon, polyester, or rayon either alone or in blends (unless labeled with an Arc Thermal Protection Value of 8 cal/ cm<sup>2</sup> or greater) is prohibited alone or under arc rated clothing when an employee may be exposed to the hazards of electric arcs or flames. Long sleeve arc rated shirts shall be worn with sleeves rolled down and shirts tucked into pants.
- v. Contractor Non-Electrical Worker Permit: Contractor employees performing security services at the Eugene Starr Complex or while deployed to a Substation under this contract may be required to successfully complete Non-Substation Entry Permit training and provide a Contractors attestation to the COR and BPA Substation Operations. BPA reserves the right and option to provide an escort in lieu of above requirement.
- vi. Celilo Special Risk Plan
  - (a) Bonneville's Celilo facility has had extensive mercury contamination as a result of the use and maintenance of mercury arc valves (rectifiers) employed at the facility from 1970 to 2004. Most of the interior of the building is now mercury free. Background concentrations of the toxic element are extremely low minimizing the risk of future health concerns from inhalation. However, care should be exercised during future renovation should encapsulated locations be disturbed. Any drilling, cutting, or floor demolition should be accompanied by monitoring to ensure that contractors are not unnecessarily exposed to brief albeit elevated local vapor concentrations.
  - (b) The contractor shall review the *Post-Abatement Clearance Report for Phase 3 Mercury Abatement Areas at Celilo Converter Station, The Dalles, Oregon*, dated October 11, 2013. The report will be provided to the contractor by the COR.
  - (c) 29 CFR 1910.1200 Mercury Hazard Communication Training will be conducted and documented for officers that will work at the Celilo DC Converter building.

### C) SECURITY SERVICES FOR THE BONNEVILLE HEADQUARTERS

#### 1) General

- a. Standard security officer procedures shall not apply to the HQ security post. Shift hours may be adjusted through the approval of the COR. All posted officers assigned to the BPA Headquarters shall be knowledgeable of building evacuation, shelter-in-place procedures, and other contingency procedures.
- b. Questions about physical security and access control policy shall be deferred to the HQ's Physical Security Specialists.

#### 2) HQ Security Post

##### a. Description of Post

- i. This is a one-person post, operated by an unarmed, non-uniformed security officer 10 hours per day, Monday through Friday, 5 days per week except Federal Holidays. The post is located in the lobby of the BPA headquarters building. The security officer shall be equipped with necessary equipment to perform building security services and shall be familiar with use of the ProWatch security system for access control purposes. The security officer is responsible for reviewing and approving visitor access requests for personnel requesting to enter the Headquarters facility. This post may be unarmed in accordance with Section 13.b "Exceptions" in this Statement of Work. The primary responsibility of this post is to provide escort services for BPA Employees to the HQ facility from their vehicles in approved locations and then to their vehicles in approved locations from the BPA HQ facility. Additionally, this post will provide Visitor Access Request review and processing support to Physical Security (NNT) and Personal Security (NNP) personnel.



- b. Designated Shifts
  - i. This post will operate 10 hours per day, 5 days per week Monday through Friday, except holidays. Hours of operation shall be from 0630 to 1630.
- c. Post Duties
  - i. Officers shall perform the following
  - ii. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
  - iii. Respond to all instructions from the Shift Supervisor, Contract Manager, or OSCO staff.

#### **D) SECURITY SERVICES FOR THE ROSS COMPLEX**

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

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

### 3) Ross Security Post 2

#### a. Description of Post

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

#### b. Designated Shifts:

- i. Perform a combination of stationary duties and foot patrol from 0600 – 1600 hours, Monday through Friday except holidays.
- ii. Provide patrol coverage for the Ross Complex 1600 – 0600 hours, Monday through Friday
- iii. Provide patrol coverage for the Ross Complex 2200 – 0600 hours, Saturday and Sunday
- iv.

#### c. General Post Duties

- i. Officers shall perform the following:
  - (a) This post is designated as an armed post except as noted in Section 13.b "Exceptions" in this Statement of Work. This is primarily a walking post located at the CSB building. The primary responsibility of this post is to monitor activity in and around the CSB building. The assigned officer shall conduct random foot patrols throughout the building and surrounding parking lots and shall maintain visible security presence.
  - (b) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
  - (c) Identify and process visitors. Conduct inspections of hand-carried items for visitors. OSCO may direct inspections of hand carried items on Bonneville employees.
  - (d) Provide assistance monitoring CCTV systems for the Ross Complex. The primary focus shall be the CSB building and surrounding areas.

- (e) Ensure card-key operated doors function properly at the beginning of each shift. Place sign-in logs at the security desk by the entrance doors, and ensure the doors remain appropriately secured throughout the day.
  - (f) Investigate any alarm or malfunction condition related to the building. These situations shall be reported to the Alarm Monitoring Station (Ross Post 9) and the officer at this post shall take any necessary corrective actions.
  - (g) Conduct checks of the CSB room 104, as directed by OSCO. Checks shall be annotated on the Security Container Check Sheet (SF Form 702) located on the door.
  - (h) Inform visitors that firearms and dangerous weapons are prohibited and ask visitors if they are carrying any firearms or other dangerous weapons. If a visitor, or Contractor is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident shall immediately be reported to Ross Post 9 AMS who will notify the Security Supervisor, Contract Manager, and OSCO.
  - (i) This post shall be transported by a Ross Vehicle Patrol to and from their posting at the CSB building.
- 4) Ross Security Post 3
- a. Description of Post
    - i. Ross Post 3 is a one-person patrol, operated by an armed, uniformed security officer 24 hours per day, 7 days per week. The primary responsibility of this post is to provide patrol coverage for the Ross Complex.
  - b. Designated Shifts
    - i. This post will be manned in three 8-hour shifts as follows:
      - (a) Shift 1: 0000-0800
      - (b) Shift 2: 0800-1600
      - (c) Shift 3: 1600-2400
  - c. Post Duties
    - i. Officers shall perform the following:
      - (a) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
      - (b) Patrol the Ross Complex to include external and internal patrols.
      - (c) Monitor the complex for trespassers, building security issues, and fire and safety hazards and report for correction.
      - (d) Conduct perimeter checks looking for fence line holes, damage, or suspected unauthorized entry.
      - (e) Notify Ross Post 9 that perimeter checks are being conducted.
      - (f) Assist Ross Post 5 with traffic control at the main gate as needed. Respond to the main gate as needed after hours to assist with entry control when Ross Post 5 is not manned and the gate is fully automated for access.
      - (g) Coordinate building and gate checks for the Ross Complex with Ross Post 8. Annotate the checks on a hardcopy building check sheet which is subsequently scanned and submitted to OSCO electronically.
      - (h) Respond to alarms. Check the cause of intrusion alarms or fire alarms, request assistance, and reset intrusion alarms if appropriate. If the equipment is malfunctioning, notify Ross Post 9. Record the activity in the SOR, and when necessary, complete an electronic Security Incident Report. Priority response shall be given to any evidence of intrusion or unauthorized access to the CSB room 104, NERC CIP areas, or other critical assets.
      - (i) Respond to other emergencies at the Ross Complex or Park Place office complex as required. Facilitate the entry of emergency vehicles and personnel when necessary. This may include controlling traffic and/or escorting emergency vehicles to the site of the emergency.
      - (j) Provide assistance to other security posts on the Ross Complex as needed.

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

5) Ross Security Post 4

a. Description of Post

- i. This is a one-person, fixed post occupied by an armed, uniformed security officer 12 hours per day, Monday through Friday, excluding holidays. The security officer assigned to this post shall be equipped with the necessary equipment to perform the required building security services and shall be familiar with the use of the Physical Access Control and Alarm System. Ross Post 4 is located at the security console at the East entrance of the Dittmer Building. The primary responsibility of this post is to monitor and control access for the East entrance to the Dittmer building, as well as manage and process visitors for the Dittmer Building and the Ross Complex in general.

b. Designated Shifts.

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

c. Post Duties

- i. Officers shall perform the following:
  - (a) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
  - (b) Monitor the electronic verification of ID badges for authorized Bonneville and contract employees. Ensure appropriate Access Control procedures are followed by personnel authorized unescorted access and by Bonneville escorts hosting visitors to the Dittmer Building.
  - (c) Process and manage Visitor Access Requests for the Ross Complex, the Dittmer Building, and the Dittmer NERC CIP PSP. This shall include verifying that Foreign National (FN) visitors have been approved by OSCO.
  - (d) Serve as the primary access and processing point for all non-badged (external to Bonneville) visitors for the Dittmer building and the Dittmer NERC CIP PSP following established SOP's.
  - (e) Serve as an alternate processing point for vendors requiring escorted access to the Dittmer building or the Dittmer NERC CIP PSP (Ross Post 1 is primary).

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



- (f) Inform all visitors firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor, or Contractor is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident shall immediately be reported to the Security Supervisor, Contract Manager, and OSCO.
  - ii. Vehicle Barriers and Security Procedures
    - (a) Visitor lane vehicle barriers shall be opened only after the visitor vehicle and the visitor(s) are screened, determined to be free of contraband or prohibited items, verified for the visit and determined to be authorized on site access.
    - (b) Immediately after allowing entry of authorized visitor vehicles, all visitor vehicle barriers shall be returned to the secure position prior to commencement of further visitor processing.
    - (c) Vehicle Barrier and Security Procedures During Higher Threat Levels
    - (d) All vehicle barriers shall remain active and engaged when higher threat conditions exist as directed by OSCO.
    - (e) If a security officer or the on-duty Security Supervisor determines conditions exist warranting vehicle barriers to remain in the active and engaged position, the Security Supervisor shall notify the Contract Manager and OSCO immediately.
- 7) Ross Security Post 6
  - a. Description of Post
    - i. This is a one-person post operated by an armed, uniformed security officer 10 hours per day, Monday through Thursday, excluding holidays. This post is located at Gate 16 near the East Storage Yard. This post serves as the main entry point for commercial vehicles, delivery trucks, and other large vehicles. The primary responsibility of this post is to ensure only authorized vehicles and personnel gain access through the gate and are screened appropriately. The officer assigned to this post shall be adequately trained and familiar with vehicle inspection techniques. The officer must conduct inspections of large commercial vehicles, paying close attention and looking for suspicious items, contraband, dangerous weapons including, but not limited to, explosives and bombs. The officer assigned to this post shall coordinate and communicate with other security posts and/or Bonneville personnel to ensure delivery authorization, maintain smooth flow of traffic.
  - b. Designated Shift
    - i. This post shall be manned one shift per day, from 0600 to 1600.
  - c. Post Duties
    - i. Officers shall perform the following:
      - (a) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
      - (b) Ensure only authorized vehicles and personnel gain access through gate 16 and are screened appropriately.
      - (c) Direct visitors and employees in passenger vehicles around the exterior of the complex to the appropriate gate for entry.
      - (d) The security officer at this post shall provide directions to delivery drivers as needed.
      - (e) Issue appropriate temporary access badges and maintain a visitor log to annotate the visitors/commercial operators allowed through Gate 16.
      - (f) Allow large government vehicles whose drivers have valid Bonneville or other authorized government identification to proceed through the gate without inspection unless specifically directed by OSCO.
      - (g) Inform all visitors firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor or Contractor is carrying a weapon or other prohibited contraband, the officer shall act in accordance with site specific procedures. The security officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident shall immediately be reported to the Security Supervisor, the Contract Manager, and OSCO.

8) Ross Security Post 7 (Currently not active)

a. Description of Post

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

9) Ross Security Post 8

a. Description of Post

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

b. Designated Shifts

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

c. Post Duties

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

10) Ross Security Post 9 (Alarm Monitoring Station)

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

b. Description of Post

- i. This post is located in the Alarm Monitoring Station (AMS) near the west entry to the Dittmer building. This is a one-person post, occupied by an armed, uniformed security officer 24 hours per day, 7 days per week. The security officer shall be equipped with the equipment necessary to perform the required security services.
- ii. The primary responsibility of this post is to provide monitoring of security alarm systems not associated with Bonneville's NERC CIP sites, CCTV systems, and remote security systems at all hours and under all conditions. In addition to these duties, this post shall be familiar with duties related to Ross Post 10, providing backup for Ross Post 10 when necessary. This shall include monitoring designated NERC CIP sites and interacting with personnel regarding access control and security issues relating to those sites.

c. Designated Shifts

- i. This post shall be manned in three 8-hour shifts as follows:
- ii. Shift One: 0000 – 0800
- iii. Shift Two: 0800 – 1600
- iv. Shift Three: 1600 – 2400

d. Post Duties

- i. Officers shall perform the following:
  - (a) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
  - (b) Monitor security alarm systems, physical access control systems (PACS), and CCTV systems for the Ross Complex, to include the Federal Credit Union at the Plant Services Building, the Dittmer Building and Dittmer Control Center (in the absence of Ross Post 10), and other field sites as determined by OSCO. This shall also include the monitoring of security systems and CCTV systems at the Eugene Starr (Celilo) Complex as outlined in established procedures as well as NERC CIP field sites in the absence of Ross Post 10 due to breaks.
  - (c) Use established procedures for responding to emergency situations or alarm activations. When necessary, the AMS officer shall dispatch appropriate patrols and contact the Clark County Regional Communications Agency to report emergency situations at the Ross Complex or Park Place office complex. The Contract Manager and OSCO shall be notified when outside agencies are contacted to respond.
  - (d) Notify local law enforcement, the Contract Manager, and OSCO in the event of suspicious or criminal activities in accordance with Standard Operating Procedures.
  - (e) Follow established procedures in response to alarms or other emergency situations occurring at field sites and notify the appropriate Bonneville Control Center (Dittmer or Munro).
  - (f) Serve as a command and control/communications function for all posts and patrols. Dispatch patrols/security officers as needed to support daily security operations. Communicate information to patrols regarding any unusual or suspicious activity.
  - (g) Conduct periodic radio checks of all security posts. Communications checks shall be made by radio every hour during daylight hours and every 30 minutes during hours of darkness. During increased threat levels, communications checks shall be conducted every 30 minutes. The frequency of communications checks may be changed by OSCO.
  - (h) Maintain the electronic Security Desk Blotter, listing security-related activity and information for a 24-hour time period. Formatting or content of specific blotter entries may be added or changed by OSCO.
  - (i) Perform other administrative functions such as, but not limited to, maintaining hard copies and electronic copies of Security Checklists, Standard Operating Procedures, Security Alerts, Termination Advisories, Call-Down Lists, Incident Reports, and Duty Officer Schedules. When necessary, disseminate by e-mail Access Revocation Notices via established procedures. Record and maintain CCTV recordings of security-related incidents. Write and submit incident reports when applicable.
  - (j) Act as the primary point of contact for any Dittmer building access for employees and Contractors after Ross Post 1 and Ross Post 4 has closed for the day, including weekends and holidays.
  - (k) Issue and collect keys to authorized personnel as determined by OSCO.

- (l) Record information pertaining to false and nuisance alarms for security systems in accordance with established procedures. Report problems with alarm system or CCTV system hardware or software in accordance with established procedures.
- (m) Assist with security system testing of Bonneville alarmed sites by providing alarm monitoring support and records during and following testing.
- (n) Notify appropriate personnel during inclement weather in accordance with established procedures. Additional duties may include updating the Bonneville Emergency Information web site to reflect possible building closures or delayed openings.
- (o) Maintain communications with the Bonneville nurse at the Ross Complex and Park Place office complex, making notifications to the nurse for emergency medical situations during normal business hours. This may include cell phone or radio communications.
- (p) Maintain familiarity with operating and sending emergency notifications through the designated Emergency Notification System (ENS).
- (q) Answer the Federal Crime Witness Hotline.

11) Ross Security Post 10 (AMS) – NERC Systems

- a. This post falls under the U.S. Department of Labor, Wage Determination category of Alarm Monitor.
- b. Description of Post
  - i. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or efficiencies in accordance with established procedures.
  - ii. This post is located in the Alarm Monitoring Station (AMS) near the west entry to the Dittmer building. This is a one-person post, occupied by an armed, uniformed security officer 16 hours per day, Monday through Friday, excluding holidays. At Bonneville's discretion, the option to convert this post to 24 hours per day, 7 days per week, may be exercised. The security officer shall be equipped with the equipment necessary to perform the required security services.
  - iii. The primary responsibility of this post is to provide monitoring of NERC CIP security alarm systems, PACS, and CCTV systems under all conditions. This post serves as the primary point of contact with Bonneville personnel regarding access control and security of designated NERC CIP field sites and facilities. Additionally, this post will provide backup to the Ross Post 9 AMS officer. This post serves as a primary point of contact for any Dittmer building NERC CIP PSP access issues for employees and Contractors.
- c. Designated Shifts
  - i. As a 16-hour post, this post shall be manned in two 8-hour shifts as follows:
    - (a) Shift One: 0600 – 1400
    - (b) Shift Two: 1400 – 2200
- d. Post Duties
  - i. Officers shall perform the following:
    - (a) Monitor security alarm systems and CCTV systems for all designated NERC CIP sites and facilities, to include the Dittmer building NERC CIP PSP (Dittmer Control Center).
    - (b) Be familiar with all Ross Post 9 duties and provide backup as necessary for monitoring non-NERC CIP sites. This includes the Ross Complex, the Federal Credit Union at the Plant Services Building, and other field sites as determined by OSCO. This shall also include the monitoring of security systems and CCTV systems at the Eugene Starr (Celilo) Complex as outlined in established procedures.
    - (c) Use established SOP's and procedures for responding to emergency situations or alarm activations associated with NERC CIP sites. When necessary, Ross Post 10 shall dispatch appropriate patrols and contact the Clark County Regional Emergency Communications Agency to request response from outside agencies for situations at the Ross Complex. The Contract Manager and OSCO shall be immediately notified when outside agencies are contacted to respond.
    - (d) Following Standard Operating Procedures notify local law enforcement, the Contract Manager, and OSCO in the event of suspicious or criminal activities.

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

**E) Bonneville Park Place Leased Office Complex Security Post 1**

- 1) Description of Post
  - a. This post shall be a one person post occupied by an armed, uniformed security officer at Bonneville Park Place office complex leased office space, located at 7500 NE 41st Ave., Vancouver, WA 98662.
  - b. This post shall be manned 12 hours per day, Monday through Friday, except federal holidays or as otherwise directed by OSCO. This post may be unarmed as allowed under arming Section 13.b "Exceptions" unless circumstances associated with the activation of this post warrants no exception as determined by OSCO.
  - c. The primary responsibility of this post is to monitor access to the Bonneville controlled areas, patrol the facility and adjacent public areas.
  - d. Questions about physical security and access control policy shall be referred to the Ross Physical Security Specialists.
- 2) Designated Shifts
  - a. This post shall be manned in one 12-hour shift from 0600 – 1800 Monday through Friday, except designated federal holidays.
  - b. Additional hour requirements or posts may be added at the discretion of OSCO.
- 3) Post Duties
  - a. Officers shall perform the following:



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

**F) EUGENE STARR (CELILO) COMPLEX SECURITY POSTS 1 and 2**

**1) General Information**

- a. Two security posts (Celilo Post 1 and Celilo Post 2) are assigned for the Eugene C. Starr Complex, located in The Dalles, Oregon. These posts shall be manned by armed and uniformed security officers/supervisor on a 24/7 basis. An Exception to this shall be for Celilo Post 1, which may be unarmed as allowed in section B) 5) b of this statement of work "Exceptions," but only during day shift hours. The unarmed status of Celilo Post 1 may not exceed 45 calendar days without approval of the COR.
- b. A Security Supervisor shall assume duties as Celilo Post 1 from 0800 to 1600 Monday through Friday, except federal holidays in addition to performing supervisory duties. When a need exists to man Celilo Post 1 with an unarmed security officer, the Security Supervisor shall assume duties as Celilo Post 2.
- c. All officers assigned to the Eugene Starr (Celilo) Complex shall be trained and capable of operating the various security systems, CCTV systems, and remotely controlled gates prior to assuming post independently.
- d. All officers assigned to the Eugene Starr (Celilo) Complex shall possess a valid Access Permit required for entering energized areas as stated in the Bonneville Rules of Conduct Book (ROC).
- e. All officers assigned to the Eugene Starr (Celilo) Complex shall be familiar with designated NERC CIP areas on the complex and access requirements associated with NERC CIP areas.
- f. Under the direction of OSCO, the Contractor shall establish Standard Operating Procedures (SOP) specific to the Eugene Starr (Celilo) Complex. These procedures shall facilitate compliance with Bonneville requirements and the operation of the security systems, CCTV systems, alarm response, operation of remotely controlled gates, and other systems as they are implemented. Vehicle inspections shall be conducted in accordance with approved SOPs.
- g. Questions about physical security and access control policy shall be deferred to the South Region Physical Security Specialist or other OSCO Physical Security Specialists.

**2) Post Descriptions**

**a. Celilo Post 1**

- i. The primary responsibilities of this post are to monitor access to the Eugene Starr (Celilo) Complex via access control systems and CCTV systems, address alarms associated with security systems, and remotely operate gates as needed.

**b. Celilo Post 2**

- i. The primary responsibilities of this post are to conduct vehicle patrols, building foot patrols, incident response, vehicle inspections, and visitor access control.
- c. Designated Shifts
  - i. Celilo Post 1
    - (a) 24 hours per day, seven days per week and posted as follows:
    - (b) Shift One: 0800-1600 (Supervisor only on Monday – Friday, excluding Bonneville observed holidays)
    - (c) Shift Two: 1600-0000
    - (d) Shift Three: 0000-0800
  - ii. Celilo Post 2
    - (a) 24 hours per day, seven days per week and posted as follows:
    - (b) Shift One: 0800-1600
    - (c) Shift Two: 1600-0000
    - (d) Shift Three: 0000-0800
- d. Post Duties
  - i. Officers shall perform the following:
  - ii. Celilo Post 1
    - (a) Act as the primary post to monitor physical access and security-related activity for the Eugene Starr (Celilo) Complex via security systems and CCTV systems.
    - (b) Use established procedures for responding to emergency situations, alarm activations, suspicious activity, or criminal incidents. When necessary, dispatch Celilo Post 2 and contact the Wasco County Emergency Dispatch (911), to request response from outside agencies for situations at the Eugene Starr (Celilo) Complex. Notify the Contract Manager and OSCO when outside agencies are contacted to respond.
    - (c) Respond as necessary to assist Celilo Post 2 in performing site-related duties, incident response, or alarm response. Conduct patrols, access control, and assist as necessary for visitor access and vehicle inspections. Contact the AMS (Ross Post 9) prior to leaving this post to assist Celilo Post 2.
    - (d) Record information pertaining to false and nuisance alarms for security systems in accordance with established procedures. Report problems with alarm system or CCTV system hardware or software in accordance with established procedures.
    - (e) Maintain the Security Desk Blotter, listing security-related activity and information for a 24-hour time period. Formatting or content of specific blotter entries may be added or changed by OSCO.
    - (f) Maintain communications with Ross Post 9 (AMS) through procedures established for communications checks.
    - (g) Respond to suspicious activity observed or reported. Report suspicious activity to the Dittmer AMS and notify local law enforcement in the event of an emergency.
    - (h) Receive, review, and process Bonneville Visitor Access Request (VAR). Issue site specific temporary badges for visitors or employees who have forgotten their badge.
    - (i) Performing as Supervisor:
      - (i) Act as the POC for daily protective force security operations and administration with management staff at the Eugene Starr (Celilo) complex and OSCO.
      - (ii) Ensure compliance with all applicable portions of this statement of work as well as requirements for NERC CIP designated areas.
      - (iii) Be trained and certified to perform all security functions associated with Celilo Post 2. Provide back-up to Celilo Post 2 as needed. Assist, relieve, and train officers as needed.

- (iv) Perform other administrative functions such as, but not limited to, maintaining hard copies and/or electronic copies of security checklists, training records, standard operating procedures, security alerts, termination advisories, call-down lists, incident reports, and physical security duty officer schedules. When necessary, ensure video clips of security-related incidents that meet evidentiary requirements are recorded and maintained. Ensure incident reports are accomplished, filed for record, and submitted to OSCO in a timely manner.
  - (v) Ensure security officer reports are completed and that desk blotters and security incident reports are reviewed and submitted to OSCO.
- iii. Celilo Post 2
  - (a) Conduct random patrols throughout the Eugene Starr (Celilo) complex (a minimum of one every three hours and no less than three patrols in an eight-hour shift).
  - (b) Process and screen visitors entering the complex and conduct vehicle inspections in accordance with established Bonneville requirements and current procedures approved by OSCO.
  - (c) Inform all visitors that firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor, or Contractor is carrying a weapon or other prohibited contraband, the officer shall act in accordance with established procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident shall immediately be reported to Celilo Post 1, the Contract Manager and OSCO.
  - (d) Ensure security incidents are reported to Celilo Post 1, the Contract Manager, and OSCO immediately via telephone followed by an emailed electronic Security Incident Report.
  - (e) Respond to and investigate alarms or other emergency situations on the complex, including emergency building evacuations.
  - (f) Respond to suspicious activity as observed or dispatched, or as reported by employees.
  - (g) Assist Celilo Post 1 as required. Perform functions such as monitoring physical access and security-related activity for the Eugene Starr (Celilo) Complex via security systems and CCTV systems.
  - (h) Report suspicious activity to Celilo Post 1, the Contract Manager and OSCO.
  - (i) Perform other duties, such as Random Anti-terrorism Measures (RAMs) or other security measures initiated by OSCO.
  - (j) Ensure Security Officer Reports and the daily Security Desk Blotter are accomplished in accordance with established directives.
- iv. Assist, relieve, and train officers as needed.
- v. Perform other administrative functions such as, but not limited to, maintaining hard copies and/or electronic copies of Security Checklists, Standard Operating Procedures, Security Alerts, Termination Advisories, Call-Down Lists, Incident Reports, and Duty Officer Schedules. When necessary, record and maintain CCTV clips of security-related incidents that meet evidentiary requirements. Write and submit incident electronic reports when applicable.
- vi. When manned during Bonneville off duty hours, to include weekends and holidays this post shall provide a combination of patrol duties on the Eugene Starr (Celilo) Complex.

#### **G) SECURITY SERVICE FOR MUNRO COMPLEX**

- 1) Bonneville's Munro Control Center (MCC) and Munro Alternate Scheduling Center (MSC), co-located in Mead, Washington, is a Tier I critical asset for the agency's ability to maintain electrical reliability and stability for the region
  - a. General Information
    - i. MCC/MSc shall have three (3) security posts (Munro Post 1, Post 2, and post 3, as well as one (1) Security Supervisor. These posts shall be manned by armed and uniformed security officers.
    - ii. Standard security officer procedures shall apply to all Munro Complex security posts. Under the direction of OSCO, the Contractor shall establish OSCO approved procedures specific to MCC/MSc for monitoring security systems, camera systems, responding to alarms, conducting patrol activity, monitoring the ingress and egress of commercial vehicles, visitors and vendors to ensure persons or vehicles travel only to their authorized destinations and exit the complex in a timely manner. Officers shall maintain entry logs and visitor

access procedures, as well as radio and telephone communications between the various posts, supervisors, Bonneville visitor/vendor sponsors, the Contract Manager, and OSCO as needed. Posts directly supporting response to NERC CIP designated areas, or other critical assets, shall be trained and familiar with the location of those areas, access requirements, and procedures for entry. All posts and patrols assigned to the Munro Complex shall be knowledgeable of building evacuation, shelter-in-place procedures, and other contingency procedures.

- iii. Questions about physical security and access control policy shall be deferred to the East Region Physical Security Specialist or other OSCO Physical Security Specialists.
- b. Munro Post 1, Munro Alarm Monitoring Station (AMS)
  - i. This post falls under the U.S. Department of Labor, Wage Determination category of Alarm Monitor.
  - ii. Description of Post
    - (a) This post is located inside the Munro Scheduling Center facility, alternate Alarm Monitoring Station (AMS). This shall be a one-person post, manned 24 hours per day, 7 days per week.
    - (b) This post is located inside the Munro Scheduling Center facility, alternate Alarm Monitoring Station (AMS). This shall be a one-person post, manned 24 hours per day, 7 days per week. The security officer shall be equipped and trained as necessary to perform the required security services.
    - (c) The primary responsibility of this post shall be to provide monitoring of security alarm systems associated with the Munro facility and Bonneville's NERC CIP facilities, to include associated CCTV systems and remote security systems at all hours and under all conditions (similar to Ross Post 9 and 10). This post shall be familiar with duties related to Ross Posts 9 and 10, providing backup for these posts when necessary. This post shall interact with local site and field personnel regarding access control and security issues following established procedures approved by OSCO relating to MCC/MSD as well as monitored field sites.
  - iii. Designated Shifts
    - (a) This post shall be manned in three 8-hour shifts as follows:
      - (i) Shift One: 0000 – 0800
      - (ii) Shift Two: 0800 – 1600
      - (iii) Shift Three: 1600 – 0000
  - iv. Post Duties
    - (a) Officers shall perform the following:
    - (b) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
    - (c) Monitor security alarm systems and CCTV systems for all designated sites and facilities, in addition to the MSD/MSD. Assess and document alarm activity according to established SOP's.
    - (d) Maintain familiarity with all Ross Post 9 and Ross Post 10 duties. Provide backup as necessary for monitoring facilities and sites falling under the responsibility of Ross Post 9 and Ross Post 10.
    - (e) Use established SOP's and procedures for responding to emergency situations or alarm activations, to include those alarms associated with NERC CIP facilities. Dispatch appropriate patrols and contact the local regional emergency communications agency (911) to request response from outside agencies for situations at the MSD/MSD complex. The Security Supervisor, Contract Manager and OSCO shall be notified when outside agencies are contacted to respond.
    - (f) Notify local law enforcement, Security Supervisor, the Contract Manager, and OSCO in the event of suspicious or criminal activities in accordance with Standard Operating Procedures.
    - (g) Follow established procedures relating to NERC CIP sites and contact the appropriate Bonneville Control Center (Dittmer or Munro) in response to alarms or other emergency situations occurring at field sites.
    - (h) Respond to and electronically document alarms associated with NERC CIP sites and follow established response procedures. Documentation shall include alarm assessment, cause, and name of subject (if applicable) and security status of site.

- (i) Communicate with Munro Post 2 and Post 3 as needed to support daily security operations for MCC/MS. Communicate information to Munro Post 2 and Post 3 regarding any unusual or suspicious activity.
  - (j) Conduct periodic communication checks with Munro Post 2 and Post 3. Communications checks shall be conducted every hour. During increased threat levels, communications checks shall be conducted every 30 minutes. The frequency of communications checks may be changed by OSCO.
  - (k) Conduct communication checks with the Ross AMS. Communication checks shall be conducted hourly during non-duty hours to include weekends and holidays.
  - (l) Maintain the Security Desk Blotter, listing security-related activity to include NERC CIP sites. Formatting or content of specific blotter entries may be added or changed by OSCO. This blotter shall be electronically submitted daily to OSCO.
  - (m) Perform other administrative functions associated with the monitoring of NERC CIP sites such as, but not limited to, maintaining electronic and hard copies of Weekly Alarm Mask Outage Log, NERC Physical Security Perimeter (PSP) Alternate Access Log, Call-Down Lists, NERC Reports, and Duty Officer Schedules. Record and maintain CCTV clips and generate video clips of NERC CIP security-related incidents. Write and submit incident reports as applicable.
  - (n) Electronically record information pertaining to false and nuisance alarms for NERC CIP and non-NERC CIP security systems in accordance with established procedures. Report problems with alarm system or CCTV system hardware or software in accordance with established procedures.
  - (o) Assist with security system testing of Ross Complex and Vancouver Mall locations, also support OSCO Physical Security Specialists during alarm system testing.
  - (p) Maintain familiarity with operating and sending emergency notifications through the Emergency Notification System (ENS).
  - (q) Perform a combination of alarm monitoring duties and Emergency Notification System duties associated with Continuity of Operations activities.
  - (r) When performing Continuity of Operations duties, Munro Post 1 shall coordinate with the Ross AMS when leaving post to ensure continuous field site alarm system monitoring.
- c. Munro Post 2, Patrol
- i. Description of Post
    - (a) This shall be a one-person post manned 24-hours per day, 7 days per week. The security officer shall be equipped and trained as necessary to perform the required security services.
    - (b) The primary responsibility of this post is to provide patrol coverage for the Munro/ Bell Complex
    - (c) This post shall be trained to provide support to Munro Post 3 for break relief.
    - (d) Refer to SOW Sections B) 10) and B) 11).
  - ii. Designated Shifts
    - (a) This post shall be manned in three 8-hour shifts as follows:
      - (i) Shift One: 0600 – 1400
      - (ii) Shift Two: 1400 - 2200
      - (iii) Shift three: 2200 – 0600
  - iii. Post Duties
    - (a) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies to Contract Manager, OSCO and send notification to Bonneville Service Tracking in accordance with established procedures.
    - (b) Respond to and investigate alarms activations.
    - (c) Respond to suspicious activity as observed or dispatched, or as reported by employees.
    - (d) Patrol the Complex to include external and internal patrols.



- (e) Monitor the complex for trespassers, building security issues, and fire and safety hazards and report for correction.
  - (f) Conduct perimeter checks looking for fence line holes, damage, or suspected unauthorized entry.
  - (g) Provide back-up to Munro Post 1 or Post 3 as needed. Assist, relieve, and train officers as needed.
  - (h) Assist with main gate duties to ensure a consistent presence.
  - (i) Ensure suspicious activity is reported to the Security Supervisor.
  - (j) Ensure compliance with all applicable portions of this statement of work as well as requirements for NERC CIP designated areas.
  - (k) While manning the Munro Main Gate, ensure only authorized personnel gain access to the MCC/MS complex. Process and screen visitors entering the complex and conduct vehicle inspections in accordance with established Bonneville requirements and current procedures approved by OSCO.
  - (l) While conducting patrol, remain highly visible in the areas around MCC, MSC, the Bell Maintenance Headquarters and Bell Substation facilities by conducting both vehicle and patrols. Patrol activity shall extend to all Bonneville fee-owned property associated with Bell Maintenance Headquarters, Bell Substation, and MCC/MS.
  - (m) Respond to other emergencies at the Complex as required. Facilitate the entry of emergency vehicles and personnel when necessary. This may include controlling traffic and/or escorting emergency vehicles to the site of the emergency.
  - (n) Report suspicious activity to Munro Post 1, and Munro Supervisor.
  - (o) Inform all visitors that firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor, or Contractor is carrying a weapon or other prohibited contraband, the officer shall act in accordance with established procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident shall immediately be reported to Munro Post 1, and Munro Supervisor.
  - (p) Perform other duties, such as Random Anti-terrorism Measures (RAMs) or other security measures initiated by OSCO.
- iv. Vehicle Barriers and Security Procedures
- (a) The inner vehicle gate shall remain closed at all times, requiring personnel with authorized access to badge at a card reader to operate the gate.
  - (b) While manning the main gate, shall issue access cards to visitors allowing operation of the gate after screening and access to the General Office Building.
  - (c) The inner automated vehicle gate for the MCC area shall remain closed at all times.
  - (d) Visitors requiring access to the MCC shall be processed according to established procedures at the main gate before proceeding to the MCC gate and meeting their Bonneville host at the MCC Main Entry.
- d. Munro Post 3, Munro Patrol
- i. Description of Post
    - (a) This shall be a one-person post manned 24-hours per day, 7 days per week. The security officer shall be equipped and trained as necessary to perform the required security services.
    - (b) The primary responsibility of this post is to provide patrol coverage for the Munro/ Bell Complex
    - (c) This post shall be trained to provide support to Munro Post 2 for break relief.
    - (d) Refer to SOW Sections B) 10) and B) 11).
  - ii. Designated Shifts
    - (a) This post shall be manned in three 8-hour shifts as follows:
      - (i) Shift One: 0600 – 1400
      - (ii) Shift Two: 1400 - 2200

(iii) Shift three: 2200 - 0600

ii. Post Duties

- (a) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies to Contract Manager, OSCO and send notification to Bonneville Service Tracking in accordance with established procedures.
- (b) Respond to and investigate alarms activations.
- (c) Respond to suspicious activity as observed or dispatched, or as reported by employees.
- (d) Patrol the Complex to include external and internal patrols.
- (e) Monitor the complex for trespassers, building security issues, and fire and safety hazards and report for correction.
- (f) Conduct perimeter checks looking for fence line holes, damage, or suspected unauthorized entry.
- (g) Provide back-up to Munro Post 1 or Post 2 as needed. Assist, relieve, and train officers as needed.
- (h) Assist with main gate duties to ensure a consistent presence.
- (i) Ensure suspicious activity is reported to the Security Supervisor.
- (j) Ensure compliance with all applicable portions of this statement of work as well as requirements for NERC CIP designated areas.
- (k) While manning the Munro Main Gate, ensure only authorized personnel gain access to the MCC/MS complex. Process and screen visitors entering the complex and conduct vehicle inspections in accordance with established Bonneville requirements and current procedures approved by OSCO.
- (l) While conducting patrol, remain highly visible in the areas around MCC, MSC, the Bell Maintenance Headquarters and Bell Substation facilities by conducting both vehicle and patrols. Patrol activity shall extend to all Bonneville fee-owned property associated with Bell Maintenance Headquarters, Bell Substation, and MCC/MS.
- (m) Respond to other emergencies at the Complex as required. Facilitate the entry of emergency vehicles and personnel when necessary. This may include controlling traffic and/or escorting emergency vehicles to the site of the emergency.
- (n) Report suspicious activity to Munro Post 1, and Munro Supervisor.
- (o) Inform all visitors that firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor, or Contractor is carrying a weapon or other prohibited contraband, the officer shall act in accordance with established procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident shall immediately be reported to Munro Post 1, and Munro Supervisor.
- (p) Perform other duties, such as Random Anti-terrorism Measures (RAMs) or other security measures initiated by OSCO.

**G) SECURITY OFFICER DEPLOYMENT**

- 1) Additional Security Services requested by Bonneville will be paid at the Armed Security Officer rate unless pre-approved by an OSCO representative. Bonneville will reimburse Contractor for deployed Armed Security Supervisors who fill an Additional Services deployment post at the Armed Security Officer rate during the deployment unless OSCO representatives make the determination that supervisory duties will be appropriate during the deployment.
- 2) Armed Security officers may be deployed to non-energized sites or may remain outside of energized facilities providing security in the event of increased threats, criminal activity or if substantial Bonneville assets require protection. Officers remaining outside of energized access areas during deployment are not required to hold Bonneville Access Permits.
- 3) Security officers may be requested to deploy within energized access areas to provide security in the event of increased threats, criminal activity or if substantial Bonneville assets require protection.
- 4) Security officers deployed within energized facilities are required to hold valid Contractor's Access Permits, or other necessary permits, for energized facility access. To obtain this permit, each officer to be deployed to an energized

facility and maintaining a Access Permit must meet all Substation Operations Group requirements for safety and training.

- 5) All security officers shall be familiar with safety information outlined in this section. In addition, officers must perform requirements contained in the deployed security officer post orders outlined below.
- 6) Emergency and Non-Emergency Deployment
  - a. The Contractor may be asked to deploy security officers in situations arising from either 1) a credible and serious threat to a Bonneville facility, personnel, or resources, in the event OSCO determines a high likelihood of criminal activity could occur at a Bonneville site, or 2) when other activity such as an earthquake or other natural disaster potentially jeopardizes the Bonneville mission of providing electrical power. As directed by the CO, travel costs due to deployment outside of local areas where officers are assigned will be reimbursable in accordance with the Federal Travel Regulation (FTR). Travel cost estimates must be submitted in writing electronically and approved by the COR or other OSCO Physical Security (Federal employee) representative in advance of actual travel.
  - b. Notification
    - i. The Contractor will be notified in writing, e-mail, or phone of a pending security deployment. Deployment requests will be made verbally if a deployment is needed immediately. Notifications are authorized from the CO, COR, Chief Security Officer or Physical Security Representatives (Federal) within OSCO.
  - c. Training
    - i. Security officers must complete Bonneville provided energized facility safety training prior to posting within an energized environment. The Contractor shall maintain an up to date list of security officers who hold current Contractor Access Permits. The Contractor shall provide a copy of this list to the COR upon request.
    - ii. Security officers must complete any training required to maintain certification for the Contractor Access Permit and access to energized environments. Training shall be documented in electronic or hardcopy format by the Contractor and made available for to the COR upon request.
  - d. Equipment
    - i. Contractor furnished equipment:
      - (a) All normal duty gear including rain gear, and cold weather gear as needed.
      - (b) Vehicle meeting the needs of the terrain and situation.
      - (c) Cellular Telephone.
      - (d) Portable Arming Barrel, or equivalent, safe procedure if arming/disarming is to occur on site.
      - (e) Water as needed.
      - (f) Other items deemed necessary by the Contractor or COR.
  - e. Post Duties
    - i. Officers deployed shall be armed. The Contractor shall comply with the post duties as provided by OSCO as coordinated with deployed site responsible official. Deviations from post duties require email or verbal approval in advance from an OSCO representative.
    - ii. Upon arrival at an energized facility, the officer must follow Bonneville training for accessing an energized site.
    - iii. Upon arrival to a field site, security officers must meet with the Bonneville Site Supervisor. If this is not possible, the officer must follow the direction of OSCO through the on-duty Security Supervisor.
    - iv. If an intruder is discovered on site, security officers must attempt to control the situation in the safest manner possible. Security officers shall not pursue a suspect into an energized facility. If the intruder gains access to the energized yard and is non-compliant, security officers shall immediately notify the responsible AMS who will contact law enforcement for assistance and notify the appropriate Control Center. If an intrusion into an energized area is suspected, security officers shall notify the responsible AMS who will contact law enforcement for assistance and notify the appropriate Control Center. Security officers shall take a position of cover allowing for observation of the facility and await the arrival of law enforcement.
    - v. Security Officer Reports (SOR's hardcopy or electronic) must be maintained noting the date and time of various patrol duties such as perimeter, building, or surrounding area checks. Security officers must maintain

record of the time and reason for the departure from posts. Security officers must coordinate post departures with the responsible AMS.

- vi. At the end of shift, prior to departure, security officers must notify the appropriate AMS, and note the time of departure. Deployed security officers must maintain communication capability with the Responsible AMS unless circumstances, such as the remote location of the facility, prevent communications from the site.
- f. Discharge of Firearms
  - i. Officers shall avoid discharging a firearm in, around or near an energized facility unless no other alternative exists.
  - ii. Officers shall not discharge liquid (Aerosol Self Defense spray) within the energized environment due to possible electrocution hazard.

#### **H) PERFORMANCE ASSURANCE**

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

- c. The Contractor shall track and follow-up on corrective actions in an effort to close identified findings.
- d. The Contractor shall notify the COR upon the initiation of a self-assessment and shall provide to the COR the written self-assessment report in an electronic format within 20 business days of assessment completion.

5) Performance Testing

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

**I) PERFORMANCE EVALUATIONS**

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



## ATTACHMENT F2

### 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; including Interim Policies:** [Bonneville Purchasing Instructions - Bonneville Power Administration \(bpa.gov\)](#)

- 28-1.1 Contract-Basic Terms (FEB 2020) (28.3.4)
- 28-3 Invoice (OCT 2014) (28.3.4)
- 28-4.1 Payment – Firm-Fixed-Price (FEB 2020) (28.3.4)
- 28-4.2 Payment – Time-and-Materials/Labor Hour (FEB 2020) (28.3.4)
- 28-5.1 Inspection/Acceptance – Firm-Fixed-Price (MAR 2018) (28.3.4)
- 28-5.2 Inspection/Acceptance – Time-and-Materials/Labor Hour (FEB 2020) (28.3.4)
- 28-6 Changes (JUL 2013) (28.3.4)
- 28-7 Stop Work Order (MAR 2018) (28.3.4)
- 28-8 Force Majeure/Excusable Delay (JUL 2013) (28.3.4)
- 28-9.1 Termination for Cause – Firm-Fixed-Price (MAR 2018) (28.3.4)
- 28-9.2 Termination for Cause – Time-and-Materials/Labor Hour (MAR 2018) (28.3.4)
- 28-10.1 Termination for Convenience – Firm-Fixed-Price (MAR 2018) (28.3.4)
- 28-10.2 Termination for Convenience – Time-and-Materials/Labor Hour (MAR 2018) (28.3.4)
- 28-11 Warranty (JUL 2013) (28.3.4)
- 28-12 Limitation of Liability (JUL 2013) (28.3.4)
- 28-13 Disputes (JUL 2013) (28.3.4)
- 28-14 Indemnification (MAR 2018) (28.3.4)
- 28-16 Title (MAR 2018) (28.3.4)
- 28-17 Taxes (JUL 2013) (28.3.4)
- 28-18 Assignment (MAR 2018) (28.3.4)
- 28-19 Other Compliances (JUL 2013) (28.3.4)
- 28-20.2 Requirements Unique to Government Contracts – Services (FEB 2022) (28.3.4)
- 28-21 Order of Precedence (FEB 2020) (28.3.4)
- 28-22 Applicable Law (JUL 2013) (28.3.4)
- 3-9 Restriction on Commercial Advertising (FEB 2020) (3.5.2)
- 3-11 Contractor Code of Business Ethics and Conduct (FEB 2022) (3.7.3)
- 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 2022) (4.11.5)
- 5-1 Privacy Assurance (MAR 2018) (5.1.4)
- 7-3 Economic Price Adjustment – Labor and Material (MAR 2018)
- 7-39 Option to Extend Services (FEB 2020) (7.9.8)
- 7-40 Option to Extend the Term of the Contract (FEB 2020) (7.9.8)
- 8-5 Liquidated Damages – Small Business Subcontracting Plan (MAR 2018) (8.3.4.1)
- 10-4 Fair Labor and Service Contract – Standards – Price Adjustment (MAR 2018) (10.2.3.3.2)
- 10-6 Notification of Employee Rights Under the National Labor Relations Act (OCT 2014) (10.1.7.2)
- 10-17 Equal Opportunity Pre-Award Clearance of Subcontracts (SEP 1998) (10.1.4.3)
- 10-22 Paid Sick Leave Under Executive Order 13706 (MAR 2018) (10.1.12.9)
- 14-2 Contract Administration Representatives (MAR 2018) (14.1.5)
- 14-7.1 Subcontracts Alternate I (MAR 2018) (14.9.1)
- 14-18 Bankruptcy (OCT 2005) (14.19.3)
- 14-19 Post Award Orientation (SEP 2007) (14.5.3.3)
- 14-26 Emergency Contingency Notice (FEB 2020) (14.24.2)

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- 15-4 Contractor Compliance with Bonneville Policies (FEB 2020) (15.3.1.1)
- 15-6 Hazardous Material Identification and Material Safety Data (MAR 2018) (15.4.2)
- 15-12 Contractor Safety and Health (MAR 2018) (15.6.4.1)
- 15-13 Contractor Safety and Health Requirements (FEB 2022) (15.6.4.1)
- 15-15 Screening Requirements for Personnel Having Access to Bonneville Facilities (FEB 2022) (15.7.2.1)
- 15-16 Access to Bonneville Facilities and Computer Systems (FEB 2018) (15.8.3)
- 15-17 Information Assurance (FEB 2022) (15.9.4)
- 15-18 Homeland Security (OCT 2023) (15.10.3)
- 15-19 Contractor Supply Chain Security Controls (FEB 2022) (15.11)
- 16-7 Work on a Government Installation (FEB 2022) (16.4.8.1)
- 19-1 Bonneville-Furnished/Contractor-Acquired Property (MAR 2018) (19.4)
- 19-3 Contractor Use of Government-Owned Vehicles (MAR 2018) (19.8.1)
- 21-4 Release of Claims (MAR 2018) (21.3.10.1)
- 23-1 Continuity of Services (MAR 2018) (23.1.7)

## CONTRACT CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definitions. As used in this clause-

"Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).

"Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."

"Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)

(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the

proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.

- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) Establishing rates.
  - (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
  - (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
  - (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.
- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
- (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this



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contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.

- (d) **Obligation to furnish fringe benefits.** The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
- (e) **Minimum wage.** In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
- (f) **Successor contracts.** If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
- (g) **Notification to employees.** The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
- (h) **Safe and sanitary working conditions.** The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.
- (i) **Records.**

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



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prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
  - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
  - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
  - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
  - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
  - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
  - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less

## ATTACHMENT F2

than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
  - (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
  - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
  - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
  - (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

### **SERVICE CONTRACT WAGE DETERMINATION (10-5) (OCT 2014) (10.2.2.3)**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified as follows:

See Attachment F3

### **MINIMUM INSURANCE COVERAGE (16-8) (FEB 2022) (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) Property damage liability. Additional property damage liability insurance shall be required when the contractor is engaged in the handling and/or transportation and/or disposal of hazardous wastes
- (d) ☒ Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall

## ATTACHMENT F2

provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

- (e) ☐ Watercraft liability. When watercraft is used in connection with performing the work, watercraft liability insurance of at least \$1,000,000 per occurrence coverage is required.
- (f) ☐ Pollution liability. The Contractor shall provide environmental impairment liability insurance of at least \$1,000,000 per occurrence. Such insurance will include coverage for the clean-up, removal, storage, disposal, transportation and/or use of pollutants. The insurance policy shall name BPA, its officials, officers, employees and agents as additional insureds. The contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville.
- (g) ☐ 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.
- (h) ☐ Medical malpractice liability. The Contractor shall maintain medical malpractice liability insurance of at least \$1,000,000 per occurrence.
- (i) 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.

### KEY PERSONNEL (23-2) (SEP 1998) (23.1.7)

The personnel listed below are considered to be essential to the work being performed hereunder. No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(b) (6)

### ADDITIONAL REQUIREMENTS

#### 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: [Per Diem Rates | GSA](#)
- (d) Mileage rates are available at: [Privately Owned Vehicle \(POV\) Mileage Reimbursement Rates | GSA](#)



F4.1 SCHEDULE OF ITEMS EXHIBIT		
Offeror shall provide labor categories and associated rates. All rates shall be fully burdened. The rates provided will be used for the duration of the contract and any executed modification, and any Deployment and Urgent Security Services.		
Labor Category	Standard Rate	Overtime Rate
Base Year - 04/01/2024 - 03/31/2025		
State of Oregon		
Alarm Monitor	(b) (4)	
Alarm Supervisor		
Security Officer - Armed		
Security Officer - Supervisor		
Security Officer - Unarmed		
State of Washington		
Alarm Monitor		
Alarm Supervisor		
Security Officer - Armed		
Security Officer - Supervisor		
Security Officer - Unarmed		
Labor Category		
Option Period One - 04/01/2025 - 03/31/2026		
State of Oregon		
Alarm Monitor		
Alarm Supervisor		
Security Officer - Armed		
Security Officer - Supervisor		
Security Officer - Unarmed		
State of Washington		
Alarm Monitor		
Alarm Supervisor		
Security Officer - Armed		
Security Officer - Supervisor		
Security Officer - Unarmed		
Labor Category		
Option Period Two - 04/01/2026 - 03/31/2027		
State of Oregon		
Alarm Monitor		
Alarm Supervisor		
Security Officer - Armed		
Security Officer - Supervisor		
Security Officer - Unarmed		
State of Washington		
Alarm Monitor		
Alarm Supervisor		
Security Officer - Armed		
Security Officer - Supervisor		
Security Officer - Unarmed		

F4.1 SCHEDULE OF ITEMS EXHIBITS

Labor Category	Standard Rate	Overtime Rate
<b>Option Period Three - 04/01/2027 - 03/31/2028</b>		
<b>State of Oregon</b>		
Alarm Monitor	(b) (4)	
Alarm Supervisor		
Security Officer - Armed		
Security Officer - Supervisor		
Security Officer - Unarmed		
<b>State of Washington</b>		
Alarm Monitor		
Alarm Supervisor		
Security Officer - Armed		
Security Officer - Supervisor		
Security Officer - Unarmed		
<b>Labor Category</b>		
<b>Option Period Four - 04/01/2028 - 03/31/2029</b>		
<b>State of Oregon</b>		
Alarm Monitor		
Alarm Supervisor		
Security Officer - Armed		
Security Officer - Supervisor		
Security Officer - Unarmed		
<b>State of Washington</b>		
Alarm Monitor		
Alarm Supervisor		
Security Officer - Armed		
Security Officer - Supervisor		
Security Officer - Unarmed		



# Subcontracting Plan

**SOLICITATION NUMBER BPA-24-RFP-5378 – FAR 19.704 & FAR 52.219-9**

This **Subcontracting Plan** is submitted in compliance with the requirements of Solicitation BPA-24-RFP-5378, FAR 19.704 and FAR 52.219-9. The Company identification data is as follows:

<b>Company Name:</b>	Inter-Con Security Systems, Inc.
<b>Address:</b>	210 South De Lacey Avenue, Pasadena, California 91105
<b>Date Prepared:</b>	January 23, 2024
<b>Service Type:</b>	Physical Security Services
<b>Place of Performance:</b>	Multiple Bonneville Power Administration locations
<b>Estimated Total Contract Amount</b>	(b) (4)
<b>Period of Contract Performance:</b>	04/01/24 – 03/31/2029

## 1. TYPE OF PLAN

This Subcontracting Plan (the “Plan”) for Small Business Concerns (SB), Service-Disabled Veteran-Owned Small Business Concerns (“SDV”), HUBZone Small Business Concerns (“HUBZone”), Small Disadvantaged Business Concerns (“SDB”) and Women-Owned Small Business Concerns (“WOSB”) is submitted in compliance with the requirements of Solicitation BPA-24-RFP-5378 – FAR 19.704 & FAR 52.219-9.

## 2. SUBCONTRACTING PERCENTAGE GOALS [FAR PART 19.704(A)(1) AND FAR PART 52.219-9(D)(1)]

In accordance with FAR clause 19.705-4(d)(6), Inter-Con has developed realistic goals based on available small business sources, achieved results on awarded contracts, and existing revenues, with projected increases, as well as the anticipation of future contract awards.

The security services industry provides limited subcontracting opportunities, as the wages, taxes, and associated labor cost of security guards encompass nearly all of the contract value. In fact, our contract, per FAR 52.203-6 *Restrictions On Subcontractor Sales To The Government*, provides that the security guard labor may not be subcontracted at all. As a result of this limitation, opportunities for subcontracting are limited to supplies and support services, such as background check services, which make up a small fraction of contract value.

Further limiting small business subcontracting opportunities in the current period is the fact that some of our most important small business vendors have merged with or were purchased by larger businesses, and we are no longer able to report them as a small business. We continue to search for replacements for these types of businesses that would qualify as small business and have taken additional steps to enhance our company’s engagement with influential minority trade organizations such as the U.S. Hispanic Chamber of Commerce (USHCC). However, the loss of these small business sources has reduced our small business targets compared to previous periods. **The percentages of total planned subcontracting dollars are presented below.**

### SUBCONTRACTING PERCENTAGE GOALS

Type of Business	Goal
Small Business Concerns, including Alaska Native Corporations (ANCs) and Indian	70 percent

tribes	
Economically Disadvantaged Business Concerns, including Alaska Native Corporations (ANCs) and Indian tribes	0 percent
Women-Owned Small Business Concerns	30 percent
Historically Underutilized Business Zone (HUBZone) Small Business Concerns	0 percent
Service-Disabled Veteran-Owned Small Business Concerns	0 percent

## 2.1 ESTIMATED SUBCONTRACTING DOLLARS [FAR PART 19.704(A)(2) AND FAR PART 52.219-9(D)(2)]

The total estimated subcontracting dollars in support of Contract No. 19AQMM20R0129 are presented in the following tables.

Type of Business	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4	6-Month Extension	Total
Total Amount Available to be Subcontracted	(b) (4)						
Total \$ Planned to be Subcontracted to Small Business Concerns							
Total \$ Planned to be Subcontracted to Economically Disadvantaged Small Business Concerns							
Total \$ Planned to be Subcontracted to Women-Owned Small Business Concerns							
Total \$ Planned to be Subcontracted to Historically Underutilized Business Zone (HUB) Concerns							
Total \$ Planned to be Subcontracted to Service-Disabled Veteran-Owned Small Business Concerns							

As presented below in Table I, Inter-Con has identified the expenditure categories that will go towards meeting its subcontracting goals with Small Business Concerns, including Alaska Native Corporations (ANCs) and Indian tribes; Veteran-Owned Small Businesses (VOSB); Service-Disabled Veteran-Owned (SDVO) Small Businesses; Historically Underutilized Business Zone (HUBZone) Small Businesses; Small Disadvantaged Business Concerns, including Alaska Native Corporations (ANCs) and Indian tribes; or Women-Owned Small Businesses (WOSB), hereafter jointly referred to as Small and Disadvantaged Businesses. All subcontracting opportunities with Veteran-Owned Businesses are anticipated to be awarded to Service-Disabled Veteran Owned Businesses. In addition, the grid below includes any indirect costs that may apply.

**Table I:** Identification of Potential Suppliers and Business Categories

Type of Business	Inter-Con Subcontractors	Type of Purchase
Small Business Concerns	TopLine Uniforms	Uniforms
Economically Disadvantaged Small Business Concerns		
Women Owned Small Business Concerns	Dooley Enterprises	Ammunition



Historically Underutilized Business Zone (HUB) Concerns		
Service-Disabled Veteran-Owned Small Business Concerns		

## **2.2 METHODS USED TO DEVELOP THE SUBCONTRACTING GOALS [FAR PART 19.704(A)(4) AND FAR PART 52.219-9(d)(4)]**

The contract was reviewed to determine subcontracting opportunities in areas that satisfied through "outside" support such as supplies, equipment, or services. Where such opportunities were found, price estimates and performance specifications were secured from a cross-section of qualified concerns and/or institutions, attempting to place the highest possible percentage share of work, price, and other factors considered with Small and Disadvantaged Businesses. The total estimated dollar value of the anticipated subcontract effort was calculated, and this dollar value was established as the goal for "Total Dollars Planned to be Subcontracted".

## **2.3 PRINCIPAL TYPES OF SUPPLIES AND SERVICES TO BE SUBCONTRACTED [FAR PART 19.704(A)(3) AND FAR PART 52.219-9(D)(3)]**

Based on a detailed review of each business opportunity, the Inter-Con management team will identify subcontracting opportunities that best fit the unique needs and requirements of that specific security program. The principal types of supplies and services to be subcontracted include, but are not limited to, the following:

- Uniforms and equipment
- Ammunition
- Lodging
- Medical Exams/Screening
- Other materials and supplies that contribute to contract performance
- Professional, technical, and consultant services
- Assistance in the procurement of essential personnel
- Delivery of materials and supplies
- Other general business services

## **2.4 PROCEDURES FOR ASSESSING THE CAPABILITIES OF POTENTIAL SUPPLIERS**

As a graduate of the Small Business Administration's 8(a) Program, and a 100% certified Minority Business Enterprise, Inter-Con understands the essential components that a supplier or vendor must possess in order to support Government contracting efforts. These criteria include, but are not limited to, the following:

- Established capabilities as a supplier/provider in specific operational, administrative, or product areas
- Relevant previous and/or current work experience
- Proven record of fulfilling services in a timely and responsive manner

- Strict internal and external quality control procedures
- Dedicated company leadership and management support systems
- Ability to comply with both contract and Inter-Con standards

Upon identifying potential Small and Disadvantaged Businesses subcontractors, the Inter-Con management team will assess the qualifications of potential subcontractors, conducting a detailed comparison of experience and capabilities, responsiveness to requests for information, competitiveness of costs and/or rates, existing insurance levels, and other specific procurement criteria, as applicable. A "short list" of the most qualified providers will be developed, and negotiations will be conducted, with the intent to select the subcontractor that is of best value to the specific procurement. These latter steps are discussed in further detail throughout subsequent sections of the Individual Subcontracting Plan.

## **2.5 METHOD USED TO IDENTIFY SUBCONTRACTING SOURCES [FAR PART 19.704(A)(4) AND FAR PART 52.219-9(D)(4)]**

To identify sources among Small and Disadvantaged Businesses in actual procurements, Inter-Con has available, and uses as appropriate, the following resources:

- GSA E-Library and other similar Internet databases
- Existing company source lists
- System for Award Management
- Veteran service organizations
- Advertising with focus groups
- National Minority Purchasing Council Vendor Information Service
- The Research and Information Division of the Minority Business Development Agency in the Department of Commerce
- Small Business Administration's List of Certified Small Disadvantaged Concerns
- Small and Disadvantaged Business trade associations
- Brochures from individual organizations
- Vitae from independent consultants
- State, County, and other local directories of Small and Disadvantaged Businesses concerns

## **2.7 INCLUSION OF INDIRECT COSTS IN SUBCONTRACTING GOALS [FAR PART 19.704(A)(6) AND FAR PART 52.219-9(D)(6)]**

Indirect costs **HAVE BEEN** included in establishing its goals for subcontracting to Small and Disadvantaged Businesses. Indirect cost rates are based upon the use of current data from Inter-Con's Price Proposal. Inter-Con determined the proportionate share of indirect costs to be incurred with Small and Disadvantaged Businesses by comparing the costs of all expenditure types previously described above that are categorized as indirect costs.

## **3. PROGRAM ADMINISTRATOR [FAR PART 19.704(A)(7) AND FAR PART 52.219-9(D)(7)]**

Inter-Con hereby designates the following individual as the administrator of the subcontracting

program:

<b>Name:</b>	Neil Martau
<b>Title:</b>	Chief Administrative Officer
<b>Designated Position:</b>	Small Business Liaison Officer (SBLO)
<b>Address:</b>	210 South DeLacey Avenue, Pasadena, California 91105
<b>Telephone:</b>	(626) 535-2234
<b>Fax:</b>	(626) 685-9120
<b>E-mail:</b>	nmartau@icsecurity.com

### **3.1 SUBCONTRACTING ADMINISTRATOR IDENTIFICATION, DUTIES, AND RESPONSIBILITIES [FAR PART 19.704(A)(7) AND FAR PART 52.219-9(D)(7)]**

The SBLO prepares subcontracting documentation for submission and supervises the preparation of Request for Proposals (RFPs) to potential vendors; analyzes and evaluates cost/price data of proposals received; negotiates prices, terms and conditions, and technical requirements for Small and Disadvantaged Businesses contracting plans with selected vendors; prepares necessary documentation justifying approval and award of the subcontract; executes the subcontract; and administers contract through close-out. In addition, the SBLO is responsible for the procurement of supplies and services in a timely manner with due regard for quality, price, delivery, and contractual coverage. Duties of the SBLO with respect to Small and Disadvantaged Businesses include, but are not limited to, the following:

- Exercises overall corporate responsibility for administration of the plan.
- Prepares and releases requests for proposals and quotations to Small and Disadvantaged Businesses.
- Evaluates replies thereto, including cost and/or price analysis, resulting in the recommended use of Small and Disadvantaged Businesses.
- Prepares, negotiates, and issues subcontracts to Small and Disadvantaged Businesses and other qualified vendors.
- Assists in conducting vendor surveys to determine Small and Disadvantaged Businesses capabilities.
- Provides guidance to program technical personnel regarding timely development of Small and Disadvantaged Businesses interest and competitive sources.
- Develops and promotes policy statements that demonstrate Inter-Con's support for awarding subcontracts to qualified Small and Disadvantaged Businesses.
- Develops and maintains source lists of Small and Disadvantaged Businesses.
- Ensures the periodic rotation of potential subcontractors on bidders' lists by continuously searching for qualified companies to be added to the Small and Disadvantaged Businesses source lists.
- Encourages buyers and technical personnel to solicit Small and Disadvantaged Businesses on all bidders' lists for products and services they are capable of providing.
- Reviews and modifies subcontract solicitations and bid proposal review board documents to provide maximum practicable opportunity for the competition of Small and Disadvantaged Businesses.



- Oversees, establishes, and maintains contract and subcontract award records.
- Attends business opportunity workshops, minority business enterprise seminars, and trade fairs.
- Provides guidance and assistance to clarify the requirements of the solicitation to ensure that Small and Disadvantaged Businesses have an equitable opportunity to compete for and prepare bids for subcontracts/purchase orders.
- Includes applicable Small and Disadvantaged Businesses provisions in subcontracts, as required by Federal regulations.
- Provides notices to Small and Disadvantaged Businesses concerning penalties for misrepresentations of business status.
- Conducts and coordinates training for purchasing personnel on the intent and impact of Public Law 95-207 and similar policies on purchasing procedures.
- Develops and maintains an incentive program for buyers that supports the Individual Subcontracting Plan.
- Monitors Inter-Con and lower-tier subcontractor compliance with the Individual Subcontracting Plan and makes adjustments necessary to achieve subcontracting goals.
- Maintains records and submits required periodic reports by individual contract and participates in studies and surveys as may be required by federal agencies or the Small Business Administration.
- Coordinates Inter-Con activities during compliance reviews by Federal agencies.

#### **4. EQUITABLE OPPORTUNITY [FAR PART 19.704(A)(8) AND FAR PART 52.219-9(D)(8)]**

Inter-Con commits to conducting Good Faith Efforts to achieve its stated subcontracting goals. These efforts may include, but are not limited to:

- Conducting outreach efforts to minority and small business trade associations and other business development organizations.
- Requesting sources from the SBA's Dynamic Small Business Search, and other applicable sources.
- Attending Small and Disadvantaged Business procurement conferences and trade shows.

Participating in community engagement activities through online media as well as in-person events.

Internal efforts to guide and encourage purchasing personnel may include, but are not limited to:

- Making presentations at Inter-Con workshops, seminars, and training programs.
- Establishing, maintaining, and using Small and Disadvantaged Business source lists, guides, and other data for use in the solicitation and award of subcontracts.
- Continuously monitoring company activities to ensure compliance with the Subcontracting Plan.

Please reference Section 9, Description of Good Faith Efforts for additional information to assure that Small and Disadvantaged Businesses have an equitable opportunity to compete for subcontracts. In addition, the SBLO reviews the program with Inter-Con executive management on a semi-annual

basis or as needed to resolve specific problems. Management acts as necessary, based upon reporting, to resolve problems being encountered with meeting goals. Special assistance also is rendered to Small and Disadvantaged Businesses to facilitate participation by ensuring adequate time for preparation of bids and quotations, quantities, and delivery schedules; and clarifying solicitation requirements, as required.

#### **5. UTILIZATION OF SMALL BUSINESS CONCERNS CLAUSE INCLUSION AND FLOWDOWN [FAR PART 19.704(A)(9) AND FAR PART 52.219-9(D)(9)]**

The SBLO will incorporate required clauses from the Federal Acquisition Regulation (FAR), to include Clause 52.219-8 "Utilization of Small Business Concerns" in all subcontracts which offer further subcontracting opportunities. Inter-Con also will require our first-tier subcontractors (except small and disadvantaged business concerns) receiving awards in excess of \$700,000 (\$1,500,000 for construction of any public facility) to adopt a plan in compliance with FAR clause 52.219-9 "Small Business Subcontracting Plan."

Inter-Con hereby agrees that the FAR clause 52.219-9(d)(9) will be included in all subcontracts and that resulting plans will be reviewed against the minimum requirements for such plans. The acceptability of percentage goals for small and disadvantaged business concerns must be determined on a case-by-case basis depending on the supplies and services involved, the availability of potential small and disadvantaged business subcontractors and prior experience.

Once the SBLO or his designated representative has negotiated, approved, and implemented the subcontracting plans, the SBLO or his designated representative will monitor these plans through the submission of periodic reports, including Individual Subcontracting Reports and Summary Subcontracting Reports through the eSRS website (<http://www.esrs.gov>).

Inter-Con will monitor plans in accordance with Office of Federal Procurement policies and reporting procedures, as well as specific procedures contained within the individual contract and the resulting individual subcontracting plan.

#### **6. SUBCONTRACTING REPORTING AND COOPERATION [FAR PART 19.704(A)(10) AND FAR PART 52.219-9(D)(10)]**

Inter-Con will support and assist the Government with the following subcontracting activities, studies, surveys, and reports, to include the following:

- Cooperation in the completion of required studies and surveys.
- Submission of periodic reports so that the Government can determine the extent of compliance by Inter-Con with the Subcontracting Plan.
- Subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies.
- Submission of an Individual Subcontract Report (ISR) and/or Summary Subcontract Report (SSR) covering the period of October 1 to September 30, which is due by October 30, in accordance with and using the Electronic Subcontracting Reporting System (eSRS).
- Ensuring that company subcontractors submit required ISR and/or SSR reports in accordance with and using the eSRS.



- Provision of the prime contract number, unique entity identifier, and the e-mail address of the responsible Government and/or Contractor representative(s) responsible for acknowledging or rejecting the reports to all first-tier subcontractors with subcontracting plans for inclusion in their eSRS submissions.
- Ensuring that each subcontractor with a subcontracting plan provide the prime contract number, unique entity identifier, and the e-mail address of the responsible Government and/or Contractor representative(s) responsible for acknowledging or rejecting the reports to its subcontractors with subcontracting plans.

The SBLO will ensure that the Individual Subcontract Report for the calendar period covering October 1 to March 31 is submitted prior to April 30; and that the calendar period covering April 1 to September 30 is submitted prior to October 30. The SBLO will also ensure that the Summary Subcontract Report for the calendar period covering October 1 to September 30 is submitted prior to October 30.

## **7. RECORDKEEPING [FAR PART 19.704(A)(11) AND FAR PART 52.219-9(D)(11)]**

In accordance with company standards, Inter-Con will maintain records concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists, and records describing its efforts to locate Small and Disadvantaged Businesses and award subcontracts to them. The records shall include the following information, unless indicated:

- Source lists, guides, and other data that identify Small and Disadvantaged Businesses.
- Organizations contacted in an attempt to locate sources that are Small and Disadvantaged Businesses.
- Records on each subcontract solicitation on a contract-by-contract basis, resulting in an award of more than \$150,000, indicating whether Small and Disadvantaged Businesses concerns were solicited, and, if not, why not; and if applicable, the reason award was not made to a small business concern.
- Records of any outreach efforts to contact trade associations; business development organizations; conferences and trade fairs to locate Small and Disadvantaged Businesses sources; and veterans service organizations.
- Records of internal guidance and encouragement provided to buyers through workshops, seminars, incentive awards, and training; and monitoring performance to evaluate compliance with the program's requirements.
- On a contract-by-contract basis, records to support award data submitted by Inter-Con to the Government, including the name, address, and business size of each subcontractor.

## **8. ADDITIONAL ASSURANCES**

Inter-Con Security will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. As an organization, Inter-Con is committed to eventually securing a supplier base that is 100 percent Small and Disadvantaged Business.

Inter-Con Security will provide the Contracting Officer with a written explanation if the Contractor

fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of FAR clause 52.219-9. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.

Inter-Con Security will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to the payment to or utilization of a subcontractor; and

Inter-Con Security assures that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the subcontract and notify the contracting officer if Inter-Con Security pays a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

#### **9. TIMELY PAYMENTS TO SUBCONTRACTORS [FAR PART 52.219-8(B)]**

Inter-Con recognizes that Small and Disadvantaged Businesses provide essential economic and social benefits to the communities that they support. Therefore, Inter-Con management is committed to the prompt and complete payment of its Small and Disadvantaged Businesses within 30 days or less from receipt of an accurate invoice for services and/or supplies rendered. Inter-Con always will comply with the standards specified in its Individual Subcontracting Plan and/or its contract with the Government, as applicable.

#### **10. GOOD FAITH EFFORTS [FAR PART 19.704(A)(8) AND FAR PART 52.219-9(D)(8)]**

Inter-Con understands that conducting Good Faith Efforts to find qualified Small and Disadvantaged Businesses is an essential element of the Government contracting process. We also recognize our obligation to conduct Good Faith Efforts to achieve Subcontracting Plan objectives.

To assure that Small and Disadvantaged Businesses have an equitable opportunity to compete as subcontracts and suppliers, Inter-Con will:

- Advertise for bids from interested business enterprises in newspapers, trade association publications, minority or trade-oriented publications, trade journals, or other appropriate media not less than ten calendar days prior to the required submission of bids or proposals.
- Provide written notice of intent to bid on the contract to Small and Disadvantaged Businesses having an interest in participating in such contract(s). Such notice will be provided not less than ten calendar days prior to the bid submittal date. Inter-Con will document that invitations for subcontracting bids were sent to available Small and Disadvantaged Businesses for each portion of work.
- Follow-up initial solicitations of interest by contacting the Small and Disadvantaged Businesses to determine whether they are interested in participating in the project work.
- Provide interested Small and Disadvantaged Businesses with information about plans, specifications, and requirements for selected subcontracting work.
- Request assistance from organizations that aid in the recruitment and placement of Small and Disadvantaged Businesses not less than fifteen calendar days prior to the bid submittal date.
- Negotiate with interested Small and Disadvantaged Businesses and not unjustifiably reject bids or proposals prepared by any enterprise.
- Advise and assist interested Small and Disadvantaged Businesses in obtaining bonds, lines of credit, or required insurance.

Given the nature of the supplies and services required by this contract, Inter-Con does not anticipate any make-or-buy decisions. However, in those situations that lend themselves to a determination as to make or buy an item, one-on-one dialogue is conducted between the buyer and the person requiring the item. All available information is acquired and the potential of Small and Disadvantaged Businesses to respond to either the make-or-buy situation is assessed, a price/cost analysis accomplished, and a decision as to which purchasing avenue to pursue, always with consideration of small and disadvantaged business sources. All inquiries from small and disadvantaged business concerns in regard to subcontracting opportunities are responded to. The name of the firm added to the company's list of Small and Disadvantaged Businesses, if not already listed, and the name and capabilities, are disseminated to concerned company personnel. Technical support is discussed in an attempt to provide these firms with increased opportunities.



UNITED STATES  
GOVERNMENT

CONTRACT



Mail Invoice To: [jplund@bpa.gov](mailto:jplund@bpa.gov)

Contract : 00080004  
Release :  
Page : 1

Vendor:

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

Please Direct Inquiries to:

CODY L. RODRIGUEZ  
Title: CONTRACT SPECIALIST  
Phone: 503-230-4262  
E-Mail: [clrodriguez@bpa.gov](mailto:clrodriguez@bpa.gov)

Attn: MATTHEW REESER

Contract Title: BPA SECURITY SERVICES

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

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

(b)(6)

Contractor Signature  
Neil Martau, Chief Administrative Officer

Printed Name/Title

12/19/18

Date Signed

(b)(6)

BPA Contracting Officer  
12/19/2018

Date Signed

Contract Modifications

Title : CBA PRICE ADJUSTMENT AND MINOR SOW CHANGES  
Modification: 001  
Modified Performance Period: -  
Modification Value: (b) (4)  
Pricing Method :

# MODIFICATION/REVISION CONTINUATION PAGE

Page 2 of 109

## I. MUST CHECK ONE

- ☐ A THIS CHANGE ORDER OR OTHER UNILATERAL CHANGE IS ISSUED PURSUANT TO: *(Specify authority)*
- ☐ B ADMINISTRATIVE CHANGE SET FORTH IN ITEM II: *(Such as typographical errors, funding data, etc.)*
- ☒ C. THIS CONTRACTUAL MODIFICATION IS ISSUED PURSUANT TO: *(Specify authority)*  
BPI Clause 28-6 Changes

## II. DESCRIPTION OF MODIFICATION/REVISION

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

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

OFFICIAL USE ONLY

Modification Continuation Page - BPI (Rev. 10/1/2008) (MMP/TMP-0006) (A)

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## UNIT 1 — COMMERCIAL

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

- (a) This is a Firm Fixed Price (FFP) contract for eleven months with options to extend for four pre-priced one-year option periods. By signing the contract cover page, Bonneville and the Contractor agree, subject to the attached terms and conditions, the Contractor shall sell to Bonneville the services identified herein at the prices set forth in the Schedule of Pricing.
- (b) This contract shall become effective upon receipt of the signed contract and shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience. Bonneville may extend the term of the base contract by exercising the pre-priced option, if any, by giving written notice to the Contractor.

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

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

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

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

(b) (4)



CLIN	Description	Unit	Quantity	Unit Price	Price
0007E	Alarm Monitor, Supervisor – Standard Rate	HR		(b) (4)	(b) (4)
0007F	Security Officer, Unarmed – Overtime Rate	HR			
0007G	Security Officer, Armed – Overtime Rate	HR			
0007H	Security Officer, Supervisor – Overtime Rate	HR			
0007I	Alarm Monitor – Overtime Rate	HR			
0007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
0008	Travel Costs IAW FTR				
				Base Period Total:	(b) (4)
Option Period 1: 10/1/2019 - 9/30/2020					
1001	Headquarters Complex Security Posts	MO	12	(b) (4)	(b) (4)
1002	Ross Security Posts	MO	12		
1003	Park Place Security Posts	MO	12		
1004	Eugene Starr Complex Security Posts	MO	12		
1005	Munro Security Posts	MO	12		
1006	Deployment and Urgent Security Services OR				
1006A	Security Officer, Unarmed – Standard Rate	HR			
1006B	Security Officer, Armed – Standard Rate	HR			
1006C	Security Officer, Supervisor – Standard Rate	HR			
1006D	Alarm Monitor – Standard Rate	HR			
1006E	Security Officer, Unarmed – Overtime Rate	HR			
1006F	Security Officer, Armed – Overtime Rate	HR			
1006G	Security Officer, Supervisor – Overtime Rate	HR			
1006H	Alarm Monitor – Overtime Rate	HR			
1007	Deployment and Urgent Security Services WA				
1007A	Security Officer, Unarmed – Standard Rate	HR			
1007B	Security Officer, Armed – Standard Rate	HR			
1007C	Security Officer, Supervisor – Standard Rate	HR			
1007D	Alarm Monitor – Standard Rate	HR			
1007E	Alarm Monitor, Supervisor – Standard Rate	HR			
1007F	Security Officer, Unarmed – Overtime Rate	HR			
1007G	Security Officer, Armed – Overtime Rate	HR			
1007H	Security Officer, Supervisor – Overtime Rate	HR			
1007I	Alarm Monitor – Overtime Rate	HR			
1007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
1008	Travel Costs IAW FTR				
				Option Period 1 Total:	(b) (4)
Option Period 2: 10/1/2020 - 9/30/2021					
2001	Headquarters Complex Security Posts	MO	12	(b) (4)	(b) (4)
2002	Ross Security Posts	MO	12		
2003	Park Place Security Posts	MO	12		

CLIN	Description	Unit	Quantity	Unit Price	Price
2004	Eugene Starr Complex Security Posts	MO	12	(b) (4)	(4)
2005	Munro Security Posts	MO	12		
2006	Deployment and Urgent Security Services OR				
2006A	Security Officer, Unarmed – Standard Rate	HR			
2006B	Security Officer, Armed – Standard Rate	HR			
2006C	Security Officer, Supervisor – Standard Rate	HR			
2006D	Alarm Monitor – Standard Rate	HR			
2006E	Security Officer, Unarmed – Overtime Rate	HR			
2006F	Security Officer, Armed – Overtime Rate	HR			
2006G	Security Officer, Supervisor – Overtime Rate	HR			
2006H	Alarm Monitor – Overtime Rate	HR			
2007	Deployment and Urgent Security Services WA				
2007A	Security Officer, Unarmed – Standard Rate	HR			
2007B	Security Officer, Armed – Standard Rate	HR			
2007C	Security Officer, Supervisor – Standard Rate	HR			
2007D	Alarm Monitor – Standard Rate	HR			
2007E	Alarm Monitor, Supervisor – Standard Rate	HR			
2007F	Security Officer, Unarmed – Overtime Rate	HR			
2007G	Security Officer, Armed – Overtime Rate	HR			
2007H	Security Officer, Supervisor – Overtime Rate	HR			
2007I	Alarm Monitor – Overtime Rate	HR			
2007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
2008	Travel Costs IAW FTR				
				Option Period 2 Total:	(b) (4)
Option Period 3: 10/1/2021 - 9/30/2022					
3001	Headquarters Complex Security Posts	MO	12	(b) (4)	(4)
3002	Ross Security Posts	MO	12		
3003	Park Place Security Posts	MO	12		
3004	Eugene Starr Complex Security Posts	MO	12		
3005	Munro Security Posts	MO	12		
3006	Deployment and Urgent Security Services OR				
3006A	Security Officer, Unarmed – Standard Rate	HR			
3006B	Security Officer, Armed – Standard Rate	HR			
3006C	Security Officer, Supervisor – Standard Rate	HR			
3006D	Alarm Monitor – Standard Rate	HR			
3006E	Security Officer, Unarmed – Overtime Rate	HR			
3006F	Security Officer, Armed – Overtime Rate	HR			
3006G	Security Officer, Supervisor – Overtime Rate	HR			
3006H	Alarm Monitor – Overtime Rate	HR			
3007	Deployment and Urgent Security Services WA				



CLIN	Description	Unit	Quantity	Unit Price	Price
3007A	Security Officer, Unarmed – Standard Rate	HR		(b) (4)	(4)
3007B	Security Officer, Armed – Standard Rate	HR			
3007C	Security Officer, Supervisor – Standard Rate	HR			
3007D	Alarm Monitor – Standard Rate	HR			
3007E	Alarm Monitor, Supervisor – Standard Rate	HR			
3007F	Security Officer, Unarmed – Overtime Rate	HR			
3007G	Security Officer, Armed – Overtime Rate	HR			
3007H	Security Officer, Supervisor – Overtime Rate	HR			
3007I	Alarm Monitor – Overtime Rate	HR			
3007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
3008	Travel Costs IAW FTR				
				Option Period 3 Total:	(b) (4)
Option Period 4: 10/1/2022 - 9/30/2023					
4001	Headquarters Complex Security Posts	MO	12	(b) (4)	(4)
4002	Ross Security Posts	MO	12		
4003	Park Place Security Posts	MO	12		
4004	Eugene Starr Complex Security Posts	MO	12		
4005	Munro Security Posts	MO	12		
4006	Deployment and Urgent Security Services OR				
4006A	Security Officer, Unarmed – Standard Rate	HR			
4006B	Security Officer, Armed – Standard Rate	HR			
4006C	Security Officer, Supervisor – Standard Rate	HR			
4006D	Alarm Monitor – Standard Rate	HR			
4006E	Security Officer, Unarmed – Overtime Rate	HR			
4006F	Security Officer, Armed – Overtime Rate	HR			
4006G	Security Officer, Supervisor – Overtime Rate	HR			
4006H	Alarm Monitor – Overtime Rate	HR			
4007	Deployment and Urgent Security Services WA				
4007A	Security Officer, Unarmed – Standard Rate	HR			
4007B	Security Officer, Armed – Standard Rate	HR			
4007C	Security Officer, Supervisor – Standard Rate	HR			
4007D	Alarm Monitor – Standard Rate	HR			
4007E	Alarm Monitor, Supervisor – Standard Rate	HR			
4007F	Security Officer, Unarmed – Overtime Rate	HR			
4007G	Security Officer, Armed – Overtime Rate	HR			
4007H	Security Officer, Supervisor – Overtime Rate	HR			
4007I	Alarm Monitor – Overtime Rate	HR			
4007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
4008	Travel Costs IAW FTR				
				Option Period 4 Total:	(b) (4)

CLIN	Description	Unit	Quantity	Unit Price	Price
Transition Option: 9/1/2018 - 10/31/2018					
5001	Physical Security Transition Services	MO	2	(b) (4)	(b) (4)
Base and Exercised Options Total:					(b) (4)
Base and All Options Total:					(b) (4)

**INVOICE (28-3)**  
**(OCT 2014) BPI 28.3.4(G)**

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

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

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

Bonneville Power Administration

email: [VendorMaintenance@bpa.gov](mailto:VendorMaintenance@bpa.gov)



- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that Bonneville has otherwise overpaid on a contract financing or invoice payment, the Contractor shall:
  - (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the –
    - (A) Circumstances of the overpayment (e.g. duplicate payment, erroneous payment, liquidation error, date(s) of overpayment);
    - (B) Affected contract number and delivery order number, if applicable;
    - (C) Affected contract line item or subline item, if applicable; and
    - (D) Contractor point of contact.
  - (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6) Interest.
  - (i) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of Treasury as provided in Section 611 of the Contracts Disputes Act of 1978 (Public Law 95-563)(41 U.S.C. 7101-7109), which is applicable to the period in which the amount becomes due, as provided in (a)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
  - (ii) Bonneville may issue a demand for payment to the Contractor upon finding that a debt is due under the contract.
  - (iii) Final decision. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if:
    - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
    - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
    - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
  - (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
  - (v) Amounts shall be due at the earliest of the following dates:
    - (A) The date fixed under this contract.
    - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
  - (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on –
    - (A) The date on which the designated office receives payment from the Contractor;
    - (B) The date of issuance of a Bonneville check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
    - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

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

- (a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:
  - (1) Hourly rate.

- (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
  - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
  - (iii) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.
  - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
  - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
    - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
    - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
    - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (2) Materials.
- (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
    - (A) Quantities being acquired; and
    - (B) Any modifications necessary because of contract requirements.
  - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
    - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or
    - (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
  - (iii) To the extent able, the Contractor shall –
    - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
    - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
  - (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
    - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause: Travel Costs in accordance with the Federal Travel Regulations.
    - (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: None.
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting

reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
  - (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
  - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
    - (i) The original timecards (paper-based or electronic);
    - (ii) The Contractor's timekeeping procedures;
    - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
    - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
  - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—
    - (i) Any invoices or subcontract agreements substantiating material costs; and
    - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—
  - (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
    - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
    - (ii) Affected contract number and delivery order number, if applicable;
    - (iii) Affected contract line item or subline item, if applicable; and
    - (iv) Contractor point of contact.
  - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)
  - (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
  - (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
  - (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—

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



provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.

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

Bonneville Power Administration

PO Box 491

ATTN: NSTS-MODW Vendor Maintenance

Vancouver, WA 98666-0491

email: [VendorMaintenance@bpa.gov](mailto:VendorMaintenance@bpa.gov)

phone: 360-418-2800

fax: 360-418-8904

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

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

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

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

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

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

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

#### **CHANGES (28-6)**

**(JUL 2013)(BPI 28.3.4(L))**

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

#### **STOP WORK ORDER (28-7)**

**(MAR 2018)(BPI 28.3.4(M))**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
- (1) Cancel the stop work order; or
  - (2) Terminate the work covered by the order as provided in the Termination for Bonneville's Convenience clause of this contract.
- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
- (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of Bonneville, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.

- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DISPUTES (28-13)**  
**(JUL 2013)(BPI 28.3.4(U))**

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

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

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

**TITLE (28-16)**  
**(MAR 2018)(BPI 28.3.4(X))**

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

**TAXES (28-17)**  
**(JUL 2013)(BPI 28.3.4(Y))**

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



**ASSIGNMENT (28-18)**  
**(MAR 2018) (BPI 28.3.4(Z))**

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

**OTHER COMPLIANCES (28-19)**  
**(JUL 2013)(BPI 28.3.4(AA))**

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

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

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

**APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:**

- (a) The following clauses are applicable to all contracts and solicitations:
- (1) Organizational Conflicts of Interest (Clause 3-2)
  - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
  - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
  - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
  - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
  - (6) Restriction on Certain Foreign Purchases (Clause 9-8)
  - (7) Combating Trafficking in Persons (Clause 10-25)
  - (8) Printing (Clause 11-9)
  - (9) Ozone Depleting Substances (Clause 15-7)
  - (10) Refrigeration Equipment (Clause 15-8)
  - (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
  - (12) Recovered Materials (Clause 15-10)
  - (13) Bio-Based Materials (Clause 15-11)
  - (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
  - (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
  - (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
    - (i) Work performed outside the United States by employees who were not recruited within the United States; or
    - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
  - (17) Equal Opportunity (Clause 10-1) except under the following conditions –
    - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
    - (ii) Work performed outside the United States by employees who were not recruited within the United States;
    - (iii) Individuals (as opposed to a firm with multiple employees); or
    - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
  - (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
  - (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –

- (i) Civil aircraft and related articles;
  - (ii) Supplies subject to trade agreement thresholds; or
  - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
- (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
    - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and
    - (B) Interview any officer or employee regarding such transactions.
  - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
  - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

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

**ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS**

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

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

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

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

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

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



## UNIT 2 – OTHER CLAUSES

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

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

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

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

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

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

Bonneville may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by advance written notice to the Contractor within 60 calendar days.



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

- (a) Bonneville may extend the term of this contract by advance written notice to the Contractor within 60 calendar days; provided that Bonneville gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit Bonneville to an extension.
- (b) If Bonneville exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause; shall not exceed 5 years and 7 months.

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

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

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

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

benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)

- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) Establishing rates.
  - (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
  - (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
  - (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.
- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour

- Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
- (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
- (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
- (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
- (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
- (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary,

hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records.

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



- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
  - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
  - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
  - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
  - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
  - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
  - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
  - (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
  - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received):

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

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

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

**SERVICE CONTRACT WAGE DETERMINATION (10-5)  
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated by reference into the contract, and are identified as follows:

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

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

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

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

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

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
- “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
- “Employee” –
- (1)
    - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and
      - (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
      - (B) Including employees who qualify for an exemption from the Fair Labor Standards Act’s minimum wage and overtime provisions,
      - (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
    - (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor’s Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
  - (2)
    - (i) An employee performs “on” a contract if the employee directly performs the specific services called for by the contract; and
    - (ii) An employee performs “in connection with” a contract if the employee’s work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

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

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



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

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

"United States" means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
  - (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
  - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave.* The Contractor shall –
  - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
  - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
  - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
  - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
  - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
  - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
  - (1) Any pay and/or benefits denied or lost by reason of the violation;
  - (2) Other actual monetary losses sustained as a direct result of the violation; and
  - (3) Liquidated damages.
- (f) *Payment suspension/contract termination/contractor debarment.*
  - (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
  - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
  - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) *Recordkeeping.*
  - (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

- (i) Name, address, and social security number of each employee.
  - (ii) The employee's occupation(s) or classification(s).
  - (iii) The rate or rates of wages paid (including all pay and benefits provided).
  - (iv) The number of daily and weekly hours worked.
  - (v) Any deductions made.
  - (vi) The total wages paid (including all pay and benefits provided) each pay period.
  - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
  - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
  - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
  - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
  - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
  - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
  - (xiii) The relevant contract.
  - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
  - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
- (2)
- (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
  - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.
- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
- (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.
  - (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply

- to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
- (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
- (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
- (j) **Interference/discrimination.**
- (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
    - (i) Miscalculating the amount of paid sick leave an employee has accrued;
    - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
    - (iii) Discouraging an employee from using paid sick leave;
    - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
    - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
    - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
    - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
  - (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
    - (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
    - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
    - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
    - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) **Notice.** The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.
- (l) **Disputes concerning labor standards.** Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
- (m) **Subcontracts.** The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

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

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

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

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

**BANKRUPTCY (14-18)**  
**(OCT 2005)(BPI 14.19.3)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

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

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

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

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

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

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:
  - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
  - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
  - (3) Firearms and Other Weapons (BPAM 1086),
  - (4) Standards of conduct regarding transmission information (BPI 3.2),
  - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)



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

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

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

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

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.
  - (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
  - (2) The Contractor shall comply with:
    - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
    - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
    - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
    - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.
- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
  - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
  - (2) The Contractor shall follow up each phone call notification with an email to [SafetyNotification@bpa.gov](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. 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 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.

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

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

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

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

- (c) Each insurance policy required under this contract, other than workers' compensation insurance, shall contain an endorsement naming the United States as an additional insured with respect to operations performed under this contract. The insurance carrier is required to waive all subrogation rights against any of the named insured.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

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

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

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

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)**  
**(MAR 2018)(BPI 17.6.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the

Contractor's Information for any purpose other than as contemplated by the terms of this contract. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under this contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:

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

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

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

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

After completion of work, and prior to final payment, the Contracting Officer may, at his or her option, require the Contractor to furnish a release of claims against Bonneville arising out of the contract, other than claims specifically excepted from the operation of the release.

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

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

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

The personnel listed below are considered to be essential to the work being performed hereunder. No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

- 1.
- 2.

(b) (6)



## UNIT 4 — STATEMENT OF WORK

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

## A) GENERAL INFORMATION

### 1) INTRODUCTION

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

### 2) BACKGROUND

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

### 3) PLACE OF PERFORMANCE

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

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

4) GOVERNMENT-FURNISHED MATERIALS AND EQUIPMENT

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

5) CONTRACTOR-FURNISHED MATERIALS AND EQUIPMENT

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

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



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

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

6) FEDERAL HOLIDAYS

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

7) ACRONYM DEFINITIONS AND INFORMATIONAL LINKS

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

8) DOCUMENTATION

- a Codified Federal Regulations (CFRs) [www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl)  
<http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=41.3.1.1.3.22#41:3.1.1.3.22.3.326.3>
- b DOE Order 470.4b, Appendix B, Section 1, "Facility Clearances and Registration of Safeguards and Security Activities," and Section 2 "Foreign Ownership, Control or Influence Programs (FOCI)," <https://www.directives.doe.gov/directives-documents/400-series/0470.4-BOrder-b-admchg1>
- c Executive Order 12829  
<http://www.archives.gov/isoo/policy-documents/eo-12829.html>
- d HSPD-7  
<http://www.dhs.gov/homeland-security-presidential-directive-7>
- e HSPD-12  
<http://www.dhs.gov/homeland-security-presidential-directive-12>
- f NERC CIP Standard 006

- g <http://www.nerc.com/standard006>  
Oregon Department of Safety, Standards, and Training (Oregon DPSST)
  - h <http://www.oregon.gov/DPSST/PS/pages/index.aspx>  
Oregon Revised Statutes
  - i <http://www.leg.state.or.us/ors/>  
Privacy Act 1974
  - j <http://www.justice.gov/opcl/privstat.htm>  
Revised Code of Washington (RCW)
  - k <http://apps.leg.wa.gov/rcw/>  
SF 328  
[http://hss.doe.gov/HQSecOp/foreign\\_ownership/FOCI\\_SF328\\_INSTRUCTIONS.pdf](http://hss.doe.gov/HQSecOp/foreign_ownership/FOCI_SF328_INSTRUCTIONS.pdf)  
<http://www.gsa.gov/portal/forms/download/116246>
  - l U.S. Department of Justice National Institute 0101.06
  - m NIJ Standard-0101.06 for Ballistic-Resistance of Body Armor and NIJ Standard-0115.00 for Stab-Resistance of Body Armor
  - n Washington State Criminal Justice Training commission (WSCJTC)  
<https://fortress.wa.gov/cjtc/www/>
  - o Washington State Department of Licensing  
<http://www.dol.wa.gov/business/securityguards/sqgetarmed.html>
  - p 18 USC 793  
<http://codes.lp.findlaw.com/uscode/18/l/37/793>
  - q 18 USC 794  
<http://codes.lp.findlaw.com/uscode/18/l/37/794>
- K) WORK AND SERVICE REQUIREMENTS
- 1) GENERAL REQUIREMENTS
- a The overall purpose of this contract is to provide an estimated aggregate of approximately 97,688 annual hours of security officer services and approximately 15,776 annual hours of supervisory services for the BPA Headquarters, Ross Complex, Eugene Starr Complex, Munro Complex and other BPA facilities as addressed in this SOW. Additional security services may be requested by BPA for special events, increased security conditions, emergency services, etc. BPA projects requiring approximately 1,000 hours annually for additional security services on an as-needed basis for unforeseen situations.
  - b Security services include but are not limited to the following:
    - (i) Armed guard services.
    - (ii) Protection of employees, facilities and property.
    - (iii) Access control, to include screening of visitors, vehicles, packages.
    - (iv) Issuance of visitor badges and enforcement of BPA's ID badge policies.
    - (v) Alarm Monitoring Station - operation and monitoring of security alarm systems and CCTV systems across geographically dispersed locations.
    - (vi) Operation and monitoring of automated access controls.
    - (vii) Observation and monitoring of building and fire warning systems and HVAC system warning panels and controls.

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



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

## 2) SECURITY CLEARANCE REQUIREMENTS

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

## 3) DOCUMENTATION REQUIRED PRIOR TO AWARD

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

## 4) STANDARD OPERATING PROCEDURES

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

(a) Prior to assignment to any post for duty either for shift or relief, the Contractor shall provide each new employee training sufficient to ensure a general familiarization of all BPA Posts and SOP's. The Contractor shall provide post specific training sufficient to ensure officers are thoroughly trained, and knowledgeable of the post SOP's and duties associated with the post. Officers assigned to a post must be familiar with the duties of other posts having operational interdependencies. Training shall be documented in electronic and/or hardcopy format in individual Officer Training Records

(iv) SOP Review Requirements

(a) Unless otherwise directed by OSCO, the Contractor shall conduct quarterly reviews of officer knowledge and understanding of the SOP's for the post or posts which the officer is assigned. The reviews may be oral interviews, written exams, practical demonstration, or any combination of all three. The Contractor shall maintain records documenting reviews.

(b) Results of quarterly evaluations shall be provided to the COR through the use of a Limited Scope Performance Testing Database. These results may also be used to determine future training requirements.

(v) SOP Updates

(a) The Contractor shall conduct and document annual reviews of SOP's. The Contractor shall provide the COR with updates and changes to SOP's as they occur and must incorporate change recommendations or requirements directed by OSCO.

5) CERTIFICATIONS AND CREDENTIALS

a Armed Security Officer Certifications and Credentials

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

b Allowed Exceptions to Armed Security Officer Certifications and Credentials:

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

(a) HQ Post 6

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

6) CONTRACTOR FURNISHED TRAINING

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



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

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

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

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

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

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



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

## 7) CONTRACT EMPLOYEE REQUIREMENTS

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

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

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

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



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

## 9) WEAPONS REQUIREMENTS

### a Weapons and Ammunition

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

### b Firearms Policy Requirements

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

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

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

(c) Less Than Lethal Weapons/Equipment

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

10) COMPANY REPRESENTATIVES AND SUPERVISION

a Qualifications of key personnel:

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

(ii) Company Representative

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

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

#### 11) SECURITY SUPERVISOR PROCEDURES AND DUTIES

##### a General Description

- (i) The supervisor is responsible for ensuring completion of security officer training and proper management and maintenance of all security posts listed in this SOW. Supervisors shall not supervise any security posts associated with other contracts. Shift Supervisor's shall be armed.

##### (ii) Designated Coverage

###### (a) Ross Complex

- (i) All Shifts 24 hours a day, 7 days a week unless otherwise approved by the COR, one supervisor shall be on duty and responsible.

###### (ii) Ross Supervisor Supervision of Portland Headquarters

- 1. Monday through Friday from 1800 – 0600, Weekends and Holidays provide supervisory duties.

###### (iii) Portland Headquarters

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

###### (iv) Celilo Complex

- 1. Monday through Friday, except holidays, from 0800 – 1600 hours, unless otherwise approved by the COR, one supervisor shall be assigned to and responsible for the Celilo Complex.

###### (v) Munro Complex



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

b Supervisor Duties

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

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

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

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

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

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

### 13) DELIVERABLES AND PERFORMANCE

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

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

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



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

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

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

#### 14) SHIFT AND POST REQUIREMENTS

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

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

#### 15) SAFETY REQUIREMENTS

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



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

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

- (v) Contractor Non-Electrical Worker Permit: Contractor employees performing security services at the Eugene Starr Complex or while deployed to a Substation under this contract may be required to successfully pass the Non-Electrical Worker Permit examination, pass the Substation Electrical Hazard Awareness Training and Tour, and pass NERC-CIP Field Training. BPA reserves the right and option to provide an escort in lieu of above requirement.
  - (vi) Celilo Special Risk Plan
    - a. BPA's Celilo facility has had extensive mercury contamination as a result of the use and maintenance of mercury arc valves (rectifiers) employed at the facility from 1970 to 2004. Most of the interior of the building is now mercury free. Background concentrations of the toxic element are extremely low minimizing the risk of future health concerns from inhalation. However, care should be exercised during future renovation should encapsulated locations be disturbed. Any drilling, cutting, or floor demolition should be accompanied by monitoring to ensure that contractors are not unnecessarily exposed to brief albeit elevated local vapor concentrations.
    - b. The contractor shall review the *Post-Abatement Clearance Report for Phase 3 Mercury Abatement Areas at Celilo Converter Station, The Dalles, Oregon*, dated October 11, 2013. The report will be provided to the contractor by the COR.
    - c. 29 CFR 1910.1200 Mercury Hazard Communication Training will be conducted and documented for officers that will work at the Celilo DC Converter building.
- i. SECURITY SERVICES AT THE BPA HEADQUARTERS
- i. General
    - i. Standard security officer procedures shall apply to all HQ security posts. Shift hours may be adjusted through the approval of the COR. All posted officers and patrols assigned to the BPA Headquarters shall be knowledgeable of building evacuation, shelter-in-place procedures, and other contingency procedures.
    - ii. Questions about physical security and access control policy shall be deferred to the HQ's Physical Security Specialists.
  - iii. Parking Garage Entrance Bollard System Operation
    - 1. Security officers must understand the safe operation of the garage entrance bollard system prior to assignment to posts 1, 2, 8 or 9. Officers shall not operate the garage entrance bollard system unless properly trained.
    - 2. Training required to operate the bollard system shall be conducted by security supervisors or training personnel ensuring adequate understanding of the safe operation of the system according to the policies and procedure established in this SOW and SOPs developed by the Contractor.
    - 3. Training for bollard system operation shall be documented on the individual security officer's training record. Security officers required to operate the bollard system must demonstrate the ability to safely do so prior to assuming duties of the post. Procedures for operating the bollard system shall be placed at each applicable post.
  - iv. Bollard system operating hours under non-emergency conditions
    - 1. From the hours of 1800 – 0600, Monday through Friday, bollards shall remain engaged in the up position with the parking garage doors closed.
    - 2. From the hours of 0600 – 1800, Monday through Friday, bollards shall remain engaged in the down position with the parking garage doors open.

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

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

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

iii. Headquarters Security Post 2

i. Description of Post

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

ii. Designated Shifts

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

iii. Post Duties

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



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

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

ii. Designated Shifts

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

iii. Post Duties.

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

vii. Headquarters Security Post 6

i. Description of Post

1. This is a one-person post occupied by an armed, uniformed security officer 12 hours per day, Monday through Friday, excluding government holidays. The post is located in the lobby of the BPA headquarters building. The security officer is responsible for ensuring only authorized personnel enter the Headquarters facility by verifying the identification badges of all persons entering the building

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

ii. Designated Shifts

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

iii. Post Duties

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

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

i. Description of Post

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

ii. Designated Shift

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

iii. Post Duties

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

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



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

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

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

ii. SECURITY SERVICES FOR THE ROSS COMPLEX

i. General

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

ii. Ross Security Post 1

i. Description of Post

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

14. Respond to PACS alarms associated with access control for the Dittmer building west entrance. Ensure all alarm activity associated with this post is entered in the ProWatch Event Log. Entries shall include alarm assessment, cause, and name of subject (if applicable).
  15. Perform administrative duties by maintaining electronic and/or hardcopy documentation such as security alerts, daily visitor logs for Dittmer, and any other documentation deemed necessary by the Contractor or OSCO. Conduct other administrative duties as assigned by the Contract Manager or OSCO.
  16. Provide assistance to the Alarm Monitoring Station (AMS, Ross Post 9) by monitoring CCTV systems for the Ross Complex.
  17. Perform security procedures as directed by OSCO and/or the Contract Manager. Procedures for this post may be changed BY OSCO as needed.
- iii. Ross Security Post 2
- i. Description of Post
    1. Security Ross Post 2 is dedicated to the Construction Services Building (CSB, building Z-610) and surrounding parking lots. This post is occupied by an armed, uniformed security officer, but may be unarmed in accordance with Section 13.b "Exceptions" in this Statement of Work. This post combines a stationary post and foot patrol. The security officer shall be equipped to perform the security services required at this location.
  - ii. Designated Shifts:
    1. Perform a combination of stationary duties and foot patrol from 0600 – 1600 hours, Monday through Friday except holidays.
  - iii. General Post Duties
    1. Officers shall perform the following:
      - a. This post is designated as an armed post except as noted in Section 13.b "Exceptions" in this Statement of Work. This is primarily a walking post located at the CSB building. The primary responsibility of this post is to monitor activity in and around the CSB building. The assigned officer shall conduct random foot patrols throughout the building and surrounding parking lots and shall maintain visible security presence.
      - b. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
      - c. Identify and process visitors. Conduct inspections of hand-carried items for visitors. OSCO may direct inspections of handcarried items on BPA employees.
      - d. Provide assistance monitoring CCTV systems for the Ross Complex. The primary focus shall be the CSB building and surrounding areas.
      - e. Ensure card-key operated doors function properly at the beginning of each shift. Place sign-in logs at the security desk by the entrance doors, and ensure the doors remain appropriately secured throughout the day.
      - f. Investigate any alarm or malfunction condition related to the building. These situations shall be reported to the Alarm Monitoring Station (Ross Post 9) and the officer at this post shall take any necessary corrective actions.





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

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

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

ii. Designated Shifts.

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

iii. Post Duties

1. Officers shall perform the following:

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

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

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

vi. Ross Security Post 5

i. Description of Post

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

ii. Designated Shifts

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

iii. Post Duties

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

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

- c. Direct visitors and employees in passenger vehicles around the exterior of the complex to the appropriate gate for entry.
  - d. The security officer at this post shall provide directions to delivery drivers as needed.
  - e. Issue appropriate temporary access badges and maintain a visitor log to annotate the visitors/commercial operators allowed through Gate 16.
  - f. Allow large government vehicles whose drivers have valid BPA or other authorized government identification to proceed through the gate without inspection unless specifically directed by OSCO.
  - g. Inform all visitors firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor or Contractor is carrying a weapon or other prohibited contraband, the officer shall act in accordance with site specific procedures. The security officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident shall immediately be reported to the Security Supervisor, the Contract Manager, and OSCO.
- viii. Ross Security Post 7 (Currently not active)
  - i. Description of Post
    - 1. This post is not active under normal circumstances and may be activated and manned for contingency operations, specific threat conditions, or other security needs. This post shall not be occupied unless directed by OSCO. When activated, this shall be a one-person post manned by an armed, uniformed security officer, up to 24 hours per day, 7 days per week. Specific duties and hours for this post will be described at the time it is activated.
- ix. Ross Security Post 8
  - i. Description of Post
    - 1. The Ross Complex vehicle patrol, Ross Post 8, is an armed, uniformed, one-person patrol on duty 24 hours per day 7 days a week. The primary responsibility of this post is to provide patrol coverage for the Ross Complex.
    - 2. The officer assigned to this post shall coordinate patrol coverage with the Ross Post 3 security officer and communicate with other security posts to monitor site security.
  - ii. Designated Shifts
    - 1. This post shall be manned in three 8-hour shifts as follows:
      - a. Shift 1: 0000-0800
      - b. Shift 2: 0800-1600
      - c. Shift 3: 1600-2400
  - iii. Post Duties
    - 1. Officers shall perform the following:
      - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
      - b. Patrol the Ross Complex at random frequencies. This shall include external and internal patrols.



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

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

iv. Post Duties

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

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

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

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



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

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

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

v. SECURITY SERVICE FOR MUNRO COMPLEX

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

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

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

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



- p. Maintain familiarity with operating and sending emergency notifications through the Emergency Notification System (ENS).
- q. Perform a combination of alarm monitoring duties and Emergency Notification System duties associated with Continuity of Operations activities.
- r. When performing Continuity of Operations duties, Munro Post 1 shall coordinate with the Ross AMS when leaving post to ensure continuity of field site alarm system monitoring.

iii. Munro Post 2, Supervisor/Patrol

1. Description of Post

- a. The post shall be manned 24 hours per day 7 days a week.
- b. During below listed duty hours this post shall be occupied by a supervisor who is armed and uniformed 12 hours per day, 5 days per week, with the exception of federal holidays. The Security Supervisor shall be equipped and trained as necessary to perform the required supervisory and security services functions.
- c. The primary responsibility of this post is to support daily security officer operations for the MCC/MSF facility and shall also conduct foot/vehicle patrols, incident/alarm response, visitor access control, vehicle inspections, and shall ensure only authorized personnel obtain access through the perimeter of the facility using OSCO approved processes.
- d. This post shall remain highly visible in the area around MCC/MSF when not performing supervisory duties. This post shall refer questions about policy or process regarding access control, security issues, and daily security operations to the East Region Physical Security Specialist or other OSCO Physical Security Specialists.
- e. When manned during BPA off duty hours, to include weekends and holidays this post shall provide a combination of AMS support activities including monitoring surveillance and alarm systems at NERC CIP and Non NERC CIP sites. This post shall also provide off duty hours patrol of the Munro Complex with primary focus in supporting NERC CIP site monitoring.

2. Designated Shifts

- a. This post shall be manned in 12-hour shifts as follows:
  - i. Day Shift: 0600 – 1800
  - ii. NightShift: Off duty hours to include weekends and holidays this post will be manned for patrol and AMS duties.

3. Post Duties

- a. Officers shall perform the following:
- b. Perform supervisory duties of security officers in accordance with this SOW as applicable to location.
- c. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies to Contract Manager, OSCO and send notification to BPA Service Tracking in accordance with established procedures.

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

#### 4. Vehicle Barriers and Security Procedures

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

#### vi. SECURITY OFFICER DEPLOYMENT TO ENERGIZED FACILITIES

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

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

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

v. Post Duties

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

vi. Discharge of Firearms

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

vii. PERFORMANCE ASSURANCE

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



- i. The Contractor shall conduct annual self-assessments relating to security posts, post duties, and security training, security firearms training, and firearms safety.
  - ii. Self-assessments must identify findings, if applicable, and corrective actions.
  - iii. The Contractor shall track and follow-up on corrective actions in an effort to close identified findings.
  - iv. The Contractor shall notify the COR upon the initiation of a self-assessment and shall provide to the COR the written self-assessment report in an electronic format within 20 business days of assessment completion.
- v. Performance Testing
  - i. The Contractor shall develop methodology as part of their internal Quality Control Program to implement, document, and maintain performance testing (e.g. alarm response performance tests and limited scope performance tests) for the security force carried out by Contractor assigned personnel: Contract Manager, Contract Quality Control personnel or designated security supervisors.
  - ii. Performance testing methodology shall include an applicable safety plan which shall be approved in advance by the COR before implementation.
  - iii. Performance testing methodology shall be finalized for approval within 120 calendar days following award of the contract.
  - iv. Once finalized and implemented, written records of performance testing shall be forwarded to the COR.
  - v. Limited Scope Performance testing shall be performed a minimum of twice a month and documented. Documentation shall include evaluation criteria/objectives, results, and corrective actions needed, if applicable.
- viii. PERFORMANCE EVALUATIONS
  - i. The CO and COR shall meet with Contractor senior personnel assigned to support the contract in-person or via phone not less than annually to discuss results of BPA quality control findings and overall performance.
  - ii. The Contractor shall provide a plan for corrective actions within 5 calendar days following notification from the CO or COR of corrective action, poor performance or failure to perform. The Contractor must provide information on actions to be taken and expected completion date and notification when corrective actions are completed.

**APPENDIX 1 – SUBCONTRACTING PLAN**

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

## APPENDIX 2 – COLLECTIVE BARGAINING AGREEMENT

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

UNITED STATES  
GOVERNMENT

CONTRACT



E-Mail Invoice To: [jplund@bpa.gov](mailto:jplund@bpa.gov)

Contract : 00080004  
Release :  
Page : 1

Vendor:

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

Please Direct Inquiries to:

CODY L. RODRIGUEZ  
Title: CONTRACT SPECIALIST  
Phone: 503-230-4262  
E-Mail: [clrodriguez@bpa.gov](mailto:clrodriguez@bpa.gov)

Attn: MATTHEW REESER

Contract Title: BPA SECURITY SERVICES

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

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

(b)(6)

Contractor Signature  
Neil Martau, Chief Administrative Officer

Printed Name/Title

6/7/19

Date Signed

(b)(6)

BPA Contracting Officer

6/7/2019

Date Signed

Title : CHANGES TO ROSS POST 7, DEPLOYMENTS AND OTHER REQUIRMENTS

Modification: 002

Modified Performance Period:

Modification Value:

(b) (4)

Pricing Method :

# MODIFICATION/REVISION CONTINUATION PAGE

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## I. MUST CHECK ONE

- ☐ A. THIS CHANGE ORDER OR OTHER UNILATERAL CHANGE IS ISSUED PURSUANT TO: *(Specify authority)*
- ☐ B. ADMINISTRATIVE CHANGE SET FORTH IN ITEM II: *(Such as typographical errors, funding data, etc.)*
- ☒ C. THIS CONTRACTUAL MODIFICATION IS ISSUED PURSUANT TO: *(Specify authority)*  
BPI Clause 28-6 Changes

## II. DESCRIPTION OF MODIFICATION/REVISION

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

- A. Ross Post 7 is deactivated, resulting in a price decrease of (b) (4)
- B. Several SOW requirements are changed, including the following:
- I. Security Officer Deployment requirements are changed
  - II. Supervisory Security Officer shift requirements are changed
  - III. Munro Post 2 requirements
- C. All other terms and conditions remain unchanged and in full effect. This modification constitutes full equitable adjustment for all changes made hereto.

OFFICIAL USE ONLY

Modification Continuation Page - BPI (Rev. 10/1/2008) (MM/TMP/00001.0)



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## UNIT 1 — COMMERCIAL

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

- (a) This is a Firm Fixed Price (FFP) contract for eleven months with options to extend for four pre-priced one-year option periods. By signing the contract cover page, Bonneville and the Contractor agree, subject to the attached terms and conditions, the Contractor shall sell to Bonneville the services identified herein at the prices set forth in the Schedule of Pricing.
- (b) This contract shall become effective upon receipt of the signed contract and shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience. Bonneville may extend the term of the base contract by exercising the pre-priced option, if any, by giving written notice to the Contractor.

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

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

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

CLIN	Description	Unit	Quantity	Unit Price	Price
<b>Base Period: 11/1/2018 - 09/30/2019</b>					
0001	Headquarters Complex Security Posts; 11/1/2018 - 01/31/2019	MO	11		
0002A	Ross Complex Security Posts; 11/1/2018 - 01/31/2019	MO	3		
0002B	Ross Complex Security Posts; 02/1/2019 - 09/30/2019	MO	8		
0003	Park Place Complex Security Posts	MO	11		
0004	Eugene Starr Complex Security Posts	MO	11		
0005	Munro Complex Security Posts	MO	11		
0006	Deployment and Urgent Security Services OR				
0006A	Security Officer, Unarmed – Standard Rate	HR			
0006B	Security Officer, Armed – Standard Rate	HR			
0006C	Security Officer, Supervisor – Standard Rate	HR			
0006D	Alarm Monitor – Standard Rate	HR			
0006E	Security Officer, Unarmed – Overtime Rate	HR			
0006F	Security Officer, Armed – Overtime Rate	HR			
0006G	Security Officer, Supervisor – Overtime Rate	HR			
0006H	Alarm Monitor – Overtime Rate	HR			
0007	Deployment and Urgent Security Services WA				

(b) (4)



CLIN	Description	Unit	Quantity	Unit Price	Price
0007A	Security Officer, Unarmed – Standard Rate	HR		(b) (4)	
0007B	Security Officer, Armed – Standard Rate	HR			
0007C	Security Officer, Supervisor – Standard Rate	HR			
0007D	Alarm Monitor – Standard Rate	HR			
0007E	Alarm Monitor, Supervisor – Standard Rate	HR			
0007F	Security Officer, Unarmed – Overtime Rate	HR			
0007G	Security Officer, Armed – Overtime Rate	HR			
0007H	Security Officer, Supervisor – Overtime Rate	HR			
0007I	Alarm Monitor – Overtime Rate	HR			
0007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
0008	Travel Costs IAW FTR				
Option Period 1: 10/1/2019 - 9/30/2020					
1001	Headquarters Complex Security Posts	MO	12	(b) (4)	
1002	Ross Security Posts	MO	12		
1003	Park Place Security Posts	MO	12		
1004	Eugene Starr Complex Security Posts	MO	12		
1005	Munro Security Posts	MO	12		
1006	Deployment and Urgent Security Services OR				
1006A	Security Officer, Unarmed – Standard Rate	HR			
1006B	Security Officer, Armed – Standard Rate	HR			
1006C	Security Officer, Supervisor – Standard Rate	HR			
1006D	Alarm Monitor – Standard Rate	HR			
1006E	Security Officer, Unarmed – Overtime Rate	HR			
1006F	Security Officer, Armed – Overtime Rate	HR			
1006G	Security Officer, Supervisor – Overtime Rate	HR			
1006H	Alarm Monitor – Overtime Rate	HR			
1007	Deployment and Urgent Security Services WA				
1007A	Security Officer, Unarmed – Standard Rate	HR			
1007B	Security Officer, Armed – Standard Rate	HR			
1007C	Security Officer, Supervisor – Standard Rate	HR			
1007D	Alarm Monitor – Standard Rate	HR			
1007E	Alarm Monitor, Supervisor – Standard Rate	HR			
1007F	Security Officer, Unarmed – Overtime Rate	HR			
1007G	Security Officer, Armed – Overtime Rate	HR			
1007H	Security Officer, Supervisor – Overtime Rate	HR			
1007I	Alarm Monitor – Overtime Rate	HR			
1007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
1008	Travel Costs IAW FTR				

CLIN	Description	Unit	Quantity	Unit Price	Price
				Option	(b) (4)
<b>Option Period 2: 10/1/2020 - 9/30/2021</b>					
2001	Headquarters Complex Security Posts	MO	12		
2002	Ross Security Posts	MO	12		
2003	Park Place Security Posts	MO	12		
2004	Eugene Starr Complex Security Posts	MO	12		
2005	Munro Security Posts	MO	12		
2006	Deployment and Urgent Security Services OR				
2006A	Security Officer, Unarmed – Standard Rate	HR			
2006B	Security Officer, Armed – Standard Rate	HR			
2006C	Security Officer, Supervisor – Standard Rate	HR			
2006D	Alarm Monitor – Standard Rate	HR			
2006E	Security Officer, Unarmed – Overtime Rate	HR			
2006F	Security Officer, Armed – Overtime Rate	HR			
2006G	Security Officer, Supervisor – Overtime Rate	HR			
2006H	Alarm Monitor – Overtime Rate	HR			
2007	Deployment and Urgent Security Services WA				
2007A	Security Officer, Unarmed – Standard Rate	HR			
2007B	Security Officer, Armed – Standard Rate	HR			
2007C	Security Officer, Supervisor – Standard Rate	HR			
2007D	Alarm Monitor – Standard Rate	HR			
2007E	Alarm Monitor, Supervisor – Standard Rate	HR			
2007F	Security Officer, Unarmed – Overtime Rate	HR			
2007G	Security Officer, Armed – Overtime Rate	HR			
2007H	Security Officer, Supervisor – Overtime Rate	HR			
2007I	Alarm Monitor – Overtime Rate	HR			
2007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
2008	Travel Costs IAW FTR				
				Option	(b) (4)
<b>Option Period 3: 10/1/2021 - 9/30/2022</b>					
3001	Headquarters Complex Security Posts	MO	12		
3002	Ross Security Posts	MO	12		
3003	Park Place Security Posts	MO	12		
3004	Eugene Starr Complex Security Posts	MO	12		
3005	Munro Security Posts	MO	12		
3006	Deployment and Urgent Security Services OR				
3006A	Security Officer, Unarmed – Standard Rate	HR			
3006B	Security Officer, Armed – Standard Rate	HR			
3006C	Security Officer, Supervisor – Standard Rate	HR			



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

Option Period

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

4001	Headquarters Complex Security Posts	MO	12		(b) (4)
4002	Ross Security Posts	MO	12		
4003	Park Place Security Posts	MO	12		
4004	Eugene Starr Complex Security Posts	MO	12		
4005	Munro Security Posts	MO	12		
4006	Deployment and Urgent Security Services OR				
4006A	Security Officer, Unarmed – Standard Rate	HR			
4006B	Security Officer, Armed – Standard Rate	HR			
4006C	Security Officer, Supervisor – Standard Rate	HR			
4006D	Alarm Monitor – Standard Rate	HR			
4006E	Security Officer, Unarmed – Overtime Rate	HR			
4006F	Security Officer, Armed – Overtime Rate	HR			
4006G	Security Officer, Supervisor – Overtime Rate	HR			
4006H	Alarm Monitor – Overtime Rate	HR			
4007	Deployment and Urgent Security Services WA				
4007A	Security Officer, Unarmed – Standard Rate	HR			
4007B	Security Officer, Armed – Standard Rate	HR			
4007C	Security Officer, Supervisor – Standard Rate	HR			
4007D	Alarm Monitor – Standard Rate	HR			
4007E	Alarm Monitor, Supervisor – Standard Rate	HR			

CLIN	Description	Unit	Quantity	Unit Price	Price
4007F	Security Officer, Unarmed – Overtime Rate	HR		(b) (4)	
4007G	Security Officer, Armed – Overtime Rate	HR			
4007H	Security Officer, Supervisor – Overtime Rate	HR			
4007I	Alarm Monitor – Overtime Rate	HR			
4007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
4008	Travel Costs IAW FTR				
Transition Option: 9/1/2018 - 10/31/2018					
5001	Physical Security Transition Services	MO	2		
				Base and Exercised	
				Base and All	

**INVOICE (28-3)**  
**(OCT 2014) BPI 28.3.4(G))**

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

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

- (a) Payment.
- (1) Items accepted. Payment shall be made for items accepted by Bonneville that have been delivered to the delivery destinations set forth in this contract.
  - (2) Prompt Payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
  - (3) Electronic Funds Transfer.
    - (i) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.



- (ii) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
- (iii) Submission of EFT banking information to Bonneville. The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration  
PO Box 491

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

email: [VendorMaintenance@bpa.gov](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;
    - (B) The date of issuance of a Bonneville check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

- (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

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

- (a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:
- (1) Hourly rate.
- (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
  - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
  - (iii) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.
  - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
  - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
    - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
    - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
    - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (2) Materials.
- (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
    - (A) Quantities being acquired; and
    - (B) Any modifications necessary because of contract requirements.
  - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
    - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or
    - (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
  - (iii) To the extent able, the Contractor shall –
    - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
    - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
  - (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
    - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause: Travel Costs in accordance with the Federal Travel Regulations.

- (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: None.
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
- (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
  - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
    - (i) The original timecards (paper-based or electronic);
    - (ii) The Contractor's timekeeping procedures;
    - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
    - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
  - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—
    - (i) Any invoices or subcontract agreements substantiating material costs; and
    - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—
- (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
    - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
    - (ii) Affected contract number and delivery order number, if applicable;
    - (iii) Affected contract line item or subline item, if applicable; and
    - (iv) Contractor point of contact.
  - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)



- (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
- (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
  - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
  - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
  - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
- (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (5) Amounts shall be due at the earliest of the following dates:
  - (i) The date fixed under this contract.
  - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
  - (i) The date on which the designated office receives payment from the Contractor;
  - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
  - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
- (8) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.
  - (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
  - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
  - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).

- (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
- (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
- (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration  
PO Box 491  
ATTN: NSTS-MODW Vendor Maintenance  
Vancouver, WA 98666-0491

email: [VendorMaintenance@bpa.gov](mailto:VendorMaintenance@bpa.gov)  
phone: 360-418-2800  
fax: 360-418-8904

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

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

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

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

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

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e)
- (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
    - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
    - (ii) Terminate this contract for cause.
  - (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
- (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
  - (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

#### **CHANGES (28-6)**

**(JUL 2013)(BPI 28.3.4(L))**

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

#### **STOP WORK ORDER (28-7)**

**(MAR 2018)(BPI 28.3.4(M))**

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

**DISPUTES (28-13)**  
**(JUL 2013)(BPI 28.3.4(U))**

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

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

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



**TITLE (28-16)**  
**(MAR 2018)(BPI 28.3.4(X))**

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

**TAXES (28-17)**  
**(JUL 2013)(BPI 28.3.4(Y))**

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

**ASSIGNMENT (28-18)**  
**(MAR 2018) (BPI 28.3.4(Z))**

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

**OTHER COMPLIANCES (28-19)**  
**(JUL 2013)(BPI 28.3.4(AA))**

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

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

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

**APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:**

- (a) The following clauses are applicable to all contracts and solicitations:
- (1) Organizational Conflicts of Interest (Clause 3-2)
  - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
  - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
  - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
  - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
  - (6) Restriction on Certain Foreign Purchases (Clause 9-8)
  - (7) Combating Trafficking in Persons (Clause 10-25)
  - (8) Printing (Clause 11-9)
  - (9) Ozone Depleting Substances (Clause 15-7)
  - (10) Refrigeration Equipment (Clause 15-8)
  - (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
  - (12) Recovered Materials (Clause 15-10)
  - (13) Bio-Based Materials (Clause 15-11)
  - (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
  - (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
  - (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
    - (i) Work performed outside the United States by employees who were not recruited within the United States; or

- (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
- (17) Equal Opportunity (Clause 10-1) except under the following conditions –
  - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
  - (ii) Work performed outside the United States by employees who were not recruited within the United States;
  - (iii) Individuals (as opposed to a firm with multiple employees); or
  - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
- (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
- (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
  - (i) Civil aircraft and related articles;
  - (ii) Supplies subject to trade agreement thresholds; or
  - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
  - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
    - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
    - (B) Interview any officer or employee regarding such transactions.
  - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
  - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

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

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

#### ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

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

#### **ORDER OF PRECEDENCE (28-21) (JUL 2013)(BPI 28.3.4(CC))**

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

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

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

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





## UNIT 2 – OTHER CLAUSES

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

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

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

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

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

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

Bonneville may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by advance written notice to the Contractor within 60 calendar days.



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

- (a) Bonneville may extend the term of this contract by advance written notice to the Contractor within 60 calendar days; provided that Bonneville gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit Bonneville to an extension.
- (b) If Bonneville exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause; shall not exceed 5 years and 7 months.

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

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

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

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

benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

- (2)
- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
  - (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
  - (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
  - (iv) Establishing rates.
    - (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
    - (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
    - (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.
  - (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour

- Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
- (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
- (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
- (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
- (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
- (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary,

hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records.

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

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
  - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
  - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
  - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
  - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
  - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
  - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
  - (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
  - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received):



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

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

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

**SERVICE CONTRACT WAGE DETERMINATION (10-5)  
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated by reference into the contract, and are identified as follows:

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

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

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

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

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

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
  - “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
  - “Employee” –
    - (1)
      - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and
        - (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
        - (B) Including employees who qualify for an exemption from the Fair Labor Standards Act’s minimum wage and overtime provisions,
        - (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
      - (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor’s Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
    - (2)
      - (i) An employee performs “on” a contract if the employee directly performs the specific services called for by the contract; and
      - (ii) An employee performs “in connection with” a contract if the employee’s work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

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

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

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

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

"United States" means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
  - (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
  - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave.* The Contractor shall –
  - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
  - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
  - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
  - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
  - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
  - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
  - (1) Any pay and/or benefits denied or lost by reason of the violation;
  - (2) Other actual monetary losses sustained as a direct result of the violation; and
  - (3) Liquidated damages.
- (f) *Payment suspension/contract termination/contractor debarment.*
  - (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
  - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
  - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) *Recordkeeping.*
  - (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:



- (i) Name, address, and social security number of each employee.
  - (ii) The employee's occupation(s) or classification(s).
  - (iii) The rate or rates of wages paid (including all pay and benefits provided).
  - (iv) The number of daily and weekly hours worked.
  - (v) Any deductions made.
  - (vi) The total wages paid (including all pay and benefits provided) each pay period.
  - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
  - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
  - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
  - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
  - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
  - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
  - (xiii) The relevant contract.
  - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
  - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
- (2)
- (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
  - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.
- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
- (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.
  - (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply



- to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
- (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
  - (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
  - (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
  - (j) **Interference/discrimination.**
    - (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
      - (i) Miscalculating the amount of paid sick leave an employee has accrued;
      - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
      - (iii) Discouraging an employee from using paid sick leave;
      - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
      - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
      - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
      - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
    - (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
      - (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
      - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
      - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
      - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
  - (k) **Notice.** The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.
  - (l) **Disputes concerning labor standards.** Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
  - (m) **Subcontracts.** The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

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

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

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

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

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

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

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

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

**BANKRUPTCY (14-18)**  
**(OCT 2005)(BPI 14.19.3)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

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

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

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

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

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

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

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.
  - (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
  - (2) The Contractor shall comply with:
    - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
    - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
    - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
    - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.



- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
  - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
  - (2) The Contractor shall follow up each phone call notification with an email to [SafetyNotification@bpa.gov](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. 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 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.

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

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

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

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

copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

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

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

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

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

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

contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:

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

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

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

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

After completion of work, and prior to final payment, the Contracting Officer may, at his or her option, require the Contractor to furnish a release of claims against Bonneville arising out of the contract, other than claims specifically excepted from the operation of the release.

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

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

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

The personnel listed below are considered to be essential to the work being performed hereunder. No diversion shall be made by the Contractor without the written consent of the Contracting Officer.



(b) (6)



## UNIT 4 — STATEMENT OF WORK

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

## A) GENERAL INFORMATION

### 1) INTRODUCTION

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

### 2) BACKGROUND

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

### 3) PLACE OF PERFORMANCE

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

- d. Eugene Starr Complex, located in The Dalles, Oregon
  - e. Munro Complex, located in Mead, Washington
  - f. Other locations within the BPA Regional Service Area as deemed necessary by BPA
- 4) GOVERNMENT-FURNISHED MATERIALS AND EQUIPMENT
- a. BPA will provide facilities, workstations, computers, printers, and other associated equipment for security officer and security supervisor use.
  - b. BPA will provide maps, floor plans and information to build security operating procedures to the Contractor as needed for distribution to appropriate posts and personnel. The Contractor must maintain these materials in the post books. The Contractor must protect this information in accordance with BPA Information Protection Program standards.
  - c. BPA will provide a copy of the Emergency Procedures and any call-out rosters, which the Contractor shall maintain at each site. These documents shall be protected in accordance with BPA Information Protection Program standards.
- 5) CONTRACTOR-FURNISHED MATERIALS AND EQUIPMENT
- a. The Contractor shall furnish all training, quality control, personnel, uniforms, equipment, materials, and supervision to maintain physical security for BPA Headquarters, Ross Complex, Eugene Starr Complex, Munro Complex, employees, and visitors.
  - b. The Contractor shall provide the following items of operational equipment:
    - i. One hand-held portable public address system with batteries at HQ, Ross, Eugene Starr and Munro locations
    - ii. One hand-held, battery-operated spotlight with batteries at each complex, HQ, Ross, Eugene Starr and Munro
    - iii. Sufficient communications equipment, to maintain contact with security officers and BPA Local Facilities personnel.
    - iv. One (1) 800 MHz capable hand held radio on each security post. Additionally, base stations compatible with regional emergency services communications systems shall be provided for Headquarters Post 1, , Ross Dittmer AMS, Ross Post 2, (CSB) and Munro AMS.
  - c. The Contractor shall furnish Vehicles to meet SOW requirements. Information on vehicles being considered must be submitted to and approved by the BPA OSCO COR prior to use in performance of this contract. Consideration for the selection of patrol vehicles shall include area inclement weather conditions, operating terrain, fuel economy, vehicle purpose, etc. Vehicles designated for deployment purposes must take into account that BPA deployment locations include remote locations accessed via fire roads, and Right of Way access roads that require ability to operate off hardened road surfaces. Any exceptions, changes, or modifications to vehicle requirements during the contract must be approved in advance by the COR and/or CO. Refer to Federal Standard 307 for further guidance
    - i. BPA Headquarters.
      - (a) No vehicles are required
    - ii. Ross Complex
      - (a) Three Vehicles, Two for patrol and one for supervision.
      - (b) All are to be AWD or 4x4
      - (c) Est. Mileage for patrol vehicles 22,000 each, per year
      - (d) Est. Mileage for supervisor vehicle: 35,000 Per year.
    - iii. Park Place office complex
      - (a) One vehicle for patrol duties.

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

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



- x. All Contractor-provided equipment shall be appropriately marked and identified as belonging to the Contractor
- 6) FEDERAL HOLIDAYS
- a. Federal Holidays occurring on Saturdays are observed on the Friday prior, and Federal Holidays occurring on Sundays are observed on the Monday following, 5 U.S.C. 6103 and Office of Personnel Management guidance
  - b. BPA observes the following Federal Holidays:
  - c. New Year's Day January 1<sup>st</sup>
  - d. Martin Luther King Day 3rd Monday in January
  - e. Washington's Birthday 3rd Monday in February
  - f. Memorial Day Last Monday in May
  - g. Independence Day July 4<sup>th</sup>
  - h. Labor Day 1st Monday in September
  - i. Columbus Day 2nd Monday in October
  - j. Veterans' Day November 11<sup>th</sup>
  - k. Thanksgiving Day 4th Thursday in November
  - l. Christmas Day December 25<sup>th</sup>
- 7) ACRONYM DEFINITIONS AND INFORMATIONAL LINKS
- a. Acronyms:
  - b. BMS Room: Building Management System Room. BMS rooms at BPA house critical facilities operations equipment
  - c. HSPD: Homeland Security Presidential Directive
  - d. JTS Room: Joint Tenant Space. Data services and equipment rooms on each floor of BPA HQ, shared by GSA
  - e. PACS: Physical Access Control Systems
  - f. WSO: Weapons Safety Officer. A security officer or security supervisor who is knowledgeable, trained, and designated to oversee weapons issue and arming/disarming of personnel for shift change purposes
- 8) DOCUMENTATION
- a. Codified Federal Regulations (CFRs) [www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl)  
<http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=41.3.1.1.3.22#41:3.1.1.3.22.3.326.3>
  - b. DOE Order 470.4b, Appendix B, Section 1, "Facility Clearances and Registration of Safeguards and Security Activities," and Section 2 "Foreign Ownership, Control or Influence Programs (FOCI)," <https://www.directives.doe.gov/directives-documents/400-series/0470.4-BOrder-b-admchq1>
  - c. Executive Order 12829  
<http://www.archives.gov/isoo/policy-documents/eo-12829.html>
  - d. HSPD-7  
<http://www.dhs.gov/homeland-security-presidential-directive-7>
  - e. HSPD-12  
<http://www.dhs.gov/homeland-security-presidential-directive-12>
  - f. NERC CIP Standard 006

- g. <http://www.nerc.com/standard006>  
Oregon Department of Safety, Standards, and Training (Oregon DPSST)
- h. <http://www.oregon.gov/DPSST/PS/pages/index.aspx>  
Oregon Revised Statutes
- i. <http://www.leg.state.or.us/ors/>  
Privacy Act 1974
- j. <http://www.justice.gov/opcl/privstat.htm>  
Revised Code of Washington (RCW)
- k. <http://apps.leg.wa.gov/rcw/>  
SF 328  
[http://hss.doe.gov/HQSecOp/foreign\\_ownership/FOCI\\_SF328\\_INSTRUCTIONS.pdf](http://hss.doe.gov/HQSecOp/foreign_ownership/FOCI_SF328_INSTRUCTIONS.pdf)  
<http://www.gsa.gov/portal/forms/download/116246>
- l. U.S. Department of Justice National Institute 0101.06
- m. NIJ Standard-0101.06 for Ballistic-Resistance of Body Armor and NIJ Standard-0115.00 for Stab-Resistance of Body Armor
- n. Washington State Criminal Justice Training commission (WSCJTC)  
<https://fortress.wa.gov/cjtc/www/>
- o. Washington State Department of Licensing  
<http://www.dol.wa.gov/business/securityguards/sqgetarmed.html>
- p. 18 USC 793  
<http://codes.lp.findlaw.com/uscode/18/l/37/793>
- q. 18 USC 794  
<http://codes.lp.findlaw.com/uscode/18/l/37/794>

#### K) WORK AND SERVICE REQUIREMENTS

##### 1) GENERAL REQUIREMENTS

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

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

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

## 2) SECURITY CLEARANCE REQUIREMENTS

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

## 3) DOCUMENTATION REQUIRED PRIOR TO AWARD

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

## 4) STANDARD OPERATING PROCEDURES

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



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

b. Contents of SOP

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



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

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

c. Transition (60 Calendar Days)

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

6) CONTRACTOR FURNISHED TRAINING

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

- the contract. JTA information shall be used to develop annual post specific certification (Quality Control) and an Annual Training Plan, which the Contractor shall provide to the COR by October 1 of each year. The Contractor shall provide pre-employment training meeting all requirements listed under "Armed Certifications and Credentials" and "Pre-Employment Training" prior to assigning any officer a post. Post-Employment training is defined as State required annual Armed Security Officer certification training, proficiency training and annual post specific certification training conducted after initial employment. Post-employment training shall be conducted in accordance with section 16) of the SOW.
- b. Pre-employment and post-employment training shall be conducted and certified/documented at no additional cost to BPA. Training hours may be organized in any manner determined to be most efficient for the Contractor other than the training hour organization specifically mentioned in this Statement of Work for weapons or use of force. Training hours required for Weapons or use of force training shall not be shifted between officers.
  - c. Pre-Employment Training
    - i. Certification of completion of pre-employment training and licensing requirements for new hire employees shall be furnished to the COR prior to the start of employee performance. This notification may be in the form of an official letter, memorandum, or e-mail to the COR. All officers must complete the following training prior to assignment on post:
      - (a) Oregon and/or Washington State licensing requirements, including successful completion of firearms qualification course(s) of fire meeting requirements of state in which licensed shall be conducted and certified by the Contractor prior to using post-employment and other training allotments.
    - ii. Orientation training and task performance demonstration certification regarding proper use and techniques for handcuff application as well as proper use and techniques for Aerosol Self Defense spray application at the full range of use of force levels. This training shall be performed by an instructor with credentials accepted by the state in which the officers will be certified, for less-than-lethal/use of force, or through other certification means approved by the COR (e.g. – master use of force instructor certification, etc.). At the option of the Contractor, orientation training for handcuffs and/or Aerosol Self Defense spray may be waived if a new-hire security officer can provide documentation of training for handcuffs and/or Aerosol Self Defense spray occurring within 6 months prior to hire related to a previously held security, military, or law enforcement position. Such documentation shall become a part of the security officer's training record for pre-employment training.
    - iii. 16 hours of training directed towards use of locally used X-Ray equipment for officers assigned to a post which includes use of an X-Ray machine unless they can show documentation of training on a similar model X-Ray system in the previous 6 months and familiarization training on the X-Ray system utilized at BPA. Officers assigned to positions requiring use of hand held / walk through magnetometers must complete 8 hours of initial training.
    - iv. Red Cross or equivalent certification for First Aid and CPR, to include use of automated external defibrillator (AED).
    - v. Prior to assigning a newly hired officer as the primary security officers at any post, newly hired officers shall complete sufficient training including familiarization of all site BPA Posts and SOP's prior to post assignment. The Contractor shall provide post specific training and certification to officers. Officers must complete training and demonstrate sufficient knowledge and understanding of applicable SOP's, and demonstrate capability of performing all duties associated with the post. Newly hired officer security post certification shall be completed within 30 calendar days of initial post assignment. Security officers must demonstrate familiarity, knowledge and understanding of the duties of other posts having operational interdependencies.
  - d. Post-Employment Training and other Training Allotments
  - e. Post-Employment License and Certification Refresher

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

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

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



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

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

## 7) CONTRACT EMPLOYEE REQUIREMENTS

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

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

## 8) DUTIES OF THE CONTRACTOR

### a. General

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

### b. Contractor Duties

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

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



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

## 9) WEAPONS REQUIREMENTS

### a. Weapons and Ammunition

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

### b. Firearms Policy Requirements

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

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

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

(c) Less Than Lethal Weapons/Equipment

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

10) COMPANY REPRESENTATIVES AND SUPERVISION

a. Qualifications of key personnel:

- i. The Contractor shall identify, by name, key management, supervisory, and instructor personnel. Unless otherwise approved by the CO and COR, requisite qualifications are as follows:
  - (a) Management/Contract Manager – Shall have a minimum of four (4) years' experience in the management of security services contracts.
  - (b) Supervisors – Shall have a background and experience including a minimum of four (4) years associated with a security, military police, or law enforcement career. Refer to section 21) Company Representative, Para. c) of this SOW for further requirements.
  - (c) Instructor – Shall have professional credentials consistent with performing in the capacity of an instructor. Credentials include state certification or accreditation, Department of Energy certification, or other certification, approved by the CO and COR. Additionally, instructors shall have a minimum of four (4) years experience in a security, military, or law enforcement career.
- ii. Company Representative
  - (a) The Contractor shall provide a Contract Manager. The Contract Manager shall be dedicated solely to the performance of this contract and will not be assigned to any other contracts. The Contract Manager may appoint a supervisor to act in place of the Contract Manager as needed for temporary absences. OSCO will retain final oversight and decision-making authority over security operations.
  - (b) The Contract Manager shall assist OSCO with the development of security procedures and policy.
  - (c) The Contract Manager shall maintain proper discipline, appearance, conduct, professional bearing and demeanor of all officers and supervisors.
  - (d) The Contractor shall provide supervision focused on the day-to-day contract performance of officers. Supervision shall also be the direct liaison to the Contract Manager and OSCO for security operations. Supervisors shall assist with training (post certification, OJT, etc.) as necessary
  - (e) The Contractor shall provide one twenty-four hour per day, seven day per week supervisor at the Ross Complex and supervisors assigned to BPA HQ, Celilo and the Munro Complex for 12 hours per day, Monday through Friday (except holidays). The supervisors shall be responsible for supervising officers performing duties at the various locations at specified times as noted in "Designated Coverage."

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

#### 11) SECURITY SUPERVISOR PROCEDURES AND DUTIES

##### a. General Description

- i. The supervisor is responsible for ensuring completion of security officer training and proper management and maintenance of all security posts listed in this SOW. Supervisors shall not supervise any security posts associated with other contracts. Shift Supervisor's shall be armed.

##### ii. Designated Coverage

###### (a) Ross Complex

- (i) All Shifts 24 hours a day, 7 days a week unless otherwise approved by the COR, one supervisor shall be on duty and responsible.

###### (ii) Ross Supervisor Supervision of Portland Headquarters

- 1. Monday through Friday from 1800 – 0600, Weekends and Holidays provide supervisory duties.

###### (iii) Portland Headquarters

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

###### (iv) Celilo Complex

- 1. Monday through Friday, except holidays, from 0800 – 1600 hours, unless otherwise approved by the COR, one supervisor shall be assigned to and responsible for the Celilo Complex.

###### (v) Munro Complex

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

b. Supervisor Duties

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



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

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

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

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

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

### 13) DELIVERABLES AND PERFORMANCE

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

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

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

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

#### 14) SHIFT AND POST REQUIREMENTS

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

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

b. Shifts

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

c. Shift Requirements

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



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

#### 15) SAFETY REQUIREMENTS

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

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

- b. The contractor shall review the *Post-Abatement Clearance Report for Phase 3 Mercury Abatement Areas at Celilo Converter Station, The Dalles, Oregon*, dated October 11, 2013. The report will be provided to the contractor by the COR.
  - c. 29 CFR 1910.1200 Mercury Hazard Communication Training will be conducted and documented for officers that will work at the Celilo DC Converter building.
- i. SECURITY SERVICES AT THE BPA HEADQUARTERS
- i. General
    - i. Standard security officer procedures shall apply to all HQ security posts. Shift hours may be adjusted through the approval of the COR. All posted officers and patrols assigned to the BPA Headquarters shall be knowledgeable of building evacuation, shelter-in-place procedures, and other contingency procedures.
    - ii. Questions about physical security and access control policy shall be deferred to the HQ's Physical Security Specialists.
    - iii. Parking Garage Entrance Bollard System Operation
      - 1. Security officers must understand the safe operation of the garage entrance bollard system prior to assignment to posts 1, 2, 8 or 9. Officers shall not operate the garage entrance bollard system unless properly trained.
      - 2. Training required to operate the bollard system shall be conducted by security supervisors or training personnel ensuring adequate understanding of the safe operation of the system according to the policies and procedure established in this SOW and SOPs developed by the Contractor.
      - 3. Training for bollard system operation shall be documented on the individual security officer's training record. Security officers required to operate the bollard system must demonstrate the ability to safely do so prior to assuming duties of the post. Procedures for operating the bollard system shall be placed at each applicable post.
    - iv. Bollard system operating hours under non-emergency conditions
      - 1. From the hours of 1800 – 0600, Monday through Friday, bollards shall remain engaged in the up position with the parking garage doors closed.
      - 2. From the hours of 0600 – 1800, Monday through Friday, bollards shall remain engaged in the down position with the parking garage doors open.
      - 3. During weekends and holidays, bollards shall remain engaged in the up position with the garage door closed at all hours.
      - 4. OSCO may direct changes in use of the bollard system as needed.
  - ii. Headquarters Security Post 1
    - i. Description of Post
      - 1. HQ Post 1 is located at the security console located in the main lobby of the BPA Headquarters Building. HQ Post 1 is a one-person post, operated by an armed, uniformed security officer 24 hours per day, 7 days per week. The security officer shall be equipped with a portable radio, flashlight, and other equipment necessary to perform building security services. The officer shall be trained and competent to operate the bollard system during normal and emergency operations. The primary responsibility of this post is to monitor and control personnel access through the use of CCTV, cardkey physical access control systems (PACS), and manual processing procedures.

ii. Designated Shifts

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

iii. Post Duties

1. Officers shall perform the following:

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

iii. Headquarters Security Post 2

i. Description of Post

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



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

- a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures. Functional checks of the magnetometer, hand-held wand, and x-ray machine shall be conducted and documented in accordance with established procedures.
  - b. Identify visitors and determine their need to enter the facility.
  - c. Screen visitors by using the magnetometer (or hand-held magnetic wand). Screen hand-carried items in the possession of visitors by using the x-ray machine or visual inspection. Employees entering the BPA Headquarters may be subject to screening at the direction of OSCO. OSCO may introduce new equipment or technology for screening personnel entering the facility. Security officers shall be properly trained on new equipment or technology introduced prior to use with verification of training annotated in the officer's individual training record.
  - d. Check for appropriate identification badge on persons entering the lobby area from outside BPA controlled space.
  - e. Inform all visitors firearms and other weapons are prohibited and ask all visitors if they are carrying any firearms or other weapons. If any individual is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The officer shall immediately initiate reporting the incident to the security supervisor.
  - f. React or respond to security incidents occurring in the lobby area of the Headquarters building posing a threat to personnel and/or property.
- vii. Headquarters Security Post 6
  - i. Description of Post
    - 1. This is a one-person post occupied by an armed, uniformed security officer 12 hours per day, Monday through Friday, excluding government holidays. The post is located in the lobby of the BPA headquarters building. The security officer is responsible for ensuring only authorized personnel enter the Headquarters facility by verifying the identification badges of all persons entering the building from the lobby and ensuring badges are worn properly. This post may be unarmed in accordance with Section 13.b "Exceptions" in this Statement of Work. The primary responsibility of this post is to ensure all persons entering the building from the lobby area have appropriate identification badge and access authorization.
  - ii. Designated Shifts
    - 1. Monday thru Friday, 0600 to 1800, except designated government holidays. Hours of operation may be modified following COR approval prior to making the change.
  - iii. Post Duties
    - 1. Officers shall perform the following:
    - 2. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.

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

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

i. Description of Post

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

ii. Designated Shift

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

iii. Post Duties

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

ix. Headquarters Security Post 8

i. Description of Post

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





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

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

ii. SECURITY SERVICES FOR THE ROSS COMPLEX

i. General

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

ii. Ross Security Post 1

i. Description of Post

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

ii. Designated Shifts

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

iii. Post Duties

1. Officers shall perform the following:

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

iii. Ross Security Post 2

i. Description of Post

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

ii. Designated Shifts:

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

iii. General Post Duties

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

iv. Ross Security Post 3

i. Description of Post

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

ii. Designated Shifts

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

iii. Post Duties

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

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



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



4. Immediately after allowing entry of authorized visitor vehicles, all visitor vehicle barriers shall be returned to the secure position prior to commencement of further visitor processing.
  5. Vehicle Barrier and Security Procedures During Higher Threat Levels
  6. All vehicle barriers shall remain active and engaged when higher threat conditions exist as directed by OSCO.
  7. If a security officer or the on-duty Security Supervisor determines conditions exist warranting vehicle barriers to remain in the active and engaged position, the Security Supervisor shall notify the Contract Manager and OSCO immediately.
- vii. Ross Security Post 6
- i. Description of Post
    1. This is a one-person post operated by an armed, uniformed security officer 8 hours per day, Monday through Friday, excluding holidays. This post is located at Gate 16 near the East Storage Yard. This post serves as the main entry point for commercial vehicles, delivery trucks, and other large vehicles. The primary responsibility of this post is to ensure only authorized vehicles and personnel gain access through the gate and are screened appropriately. The officer assigned to this post shall be adequately trained and familiar with vehicle inspection techniques. The officer must conduct inspections of large commercial vehicles, paying close attention and looking for suspicious items, contraband, dangerous weapons including, but not limited to, explosives and bombs. The officer assigned to this post shall coordinate and communicate with other security posts and/or BPA personnel to ensure delivery authorization, maintain smooth flow of traffic.
  - ii. Designated Shift
    1. This post shall be manned one shift per day, from 0700 to 1500.
  - iii. Post Duties
    1. Officers shall perform the following:
      - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
      - b. Ensure only authorized vehicles and personnel gain access through gate 16 and are screened appropriately.
      - c. Direct visitors and employees in passenger vehicles around the exterior of the complex to the appropriate gate for entry.
      - d. The security officer at this post shall provide directions to delivery drivers as needed.
      - e. Issue appropriate temporary access badges and maintain a visitor log to annotate the visitors/commercial operators allowed through Gate 16.
      - f. Allow large government vehicles whose drivers have valid BPA or other authorized government identification to proceed through the gate without inspection unless specifically directed by OSCO.
      - g. Inform all visitors firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor or Contractor is carrying a weapon or other prohibited contraband, the officer shall act in accordance with site specific procedures. The security officer shall not recommend any course

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

viii. Ross Security Post 7 (Currently not active)

i. Description of Post

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

ix. Ross Security Post 8

i. Description of Post

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

ii. Designated Shifts

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

iii. Post Duties

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

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



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

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

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

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

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

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

ii. Description of Post

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

iii. Designated Shifts

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

iv. Post Duties

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

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

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

iii. BPA PARK PLACE LEASED OFFICE COMPLEX SECURITY POST 1

i. Description of Post

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

ii. Designated Shifts

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

iii. Post Duties

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

iv. EUGENE STARR COMPLEX SECURITY POSTS 1 and 2

i. General Information

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

ii. Post Descriptions

i. Celilo Post 1

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

ii. Celilo Post 2

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

iii. Designated Shifts

1. Celilo Post 1

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

2. Celilo Post 2



- a. Posted 0800 – 1600, Monday through Friday, except holidays
- iv. Post Duties
- 1. Officers shall perform the following:
  - 2. Celilo Post 1
    - a. Act as the primary post to monitor physical access and security-related activity via CCTV systems.
    - b. Use established procedures for responding to emergency situations, alarm activations, suspicious activity, or criminal incidents. When necessary, dispatch Celilo Post 1 and contact the Wasco County Emergency Dispatch (911), to request response from outside agencies for situations at the Eugene Starr Complex. Notify the Contract Manager and OSCO when outside agencies are contacted to respond.
    - c. Respond as necessary to assist Celilo Post 2 in performing site-related duties or incident responses. Conduct patrols, access control, and assist as necessary for visitor access and vehicle inspections. Contact the AMS (Ross Post 9) prior to leaving this post to assist Celilo Post 2.
    - d. Maintain the Security Desk Blotter, listing security-related activity and information for a 24-hour time period. Formatting or content of specific blotter entries may be added or changed by OSCO.
    - e. Maintain communications with Ross Post 9 (AMS) through procedures established for communications checks.
    - f. Conduct random patrols throughout the complex (a minimum of one every three hours and no less than three patrols in an eight-hour shift).
    - g. Conduct vehicle inspections as applicable or directed by an OSCO Physical Security Specialist.
    - h. Respond to observed suspicious activity, as directed by the Security Supervisor or as reported by employees.
    - i. Respond to and investigate alarms on the complex.
    - j. Assist Celilo Post 2 as required.
    - k. Report suspicious activity to the Dittmer AMS. During shift two and shift three, after normal complex business hours, post shall report activity directly to local law enforcement in the event of an emergency and notify the Dittmer AMS as soon as practical.
    - l. Operate CCTV and alarm systems during certain hours as directed by the Security Supervisor. Notify the AMS (Ross Post 9) when leaving these systems unattended to conduct patrols.
  - 3. Celilo Post 2, Supervisor
  - 4. Serve as the immediate emergency security response to administrative and management staff at the complex and referring non-emergency contact to OSCO.
  - 5. Perform functions such as standing post (Celilo Post 1 or Celilo Post 2), monitoring physical access and CCTV systems, and patrolling and responding to security incidents, other emergencies, or inspection of vehicles entering the complex as needed.
  - 6. Ensure compliance with all applicable portions of this statement of work as well as requirements for NERC CIP designated areas.

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

v. SECURITY SERVICE FOR MUNRO COMPLEX

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

i. General Information

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

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

1. This post falls under the U.S. Department of Labor, Wage Determination category of Alarm Monitor.
2. Description of Post
  - a. This post is located inside the Munro Scheduling Center facility, alternate Alarm Monitoring Station (AMS). This shall be a one-person post, occupied by an armed, uniformed security officer 24 hours per day, 7 days per week. The security officer shall be equipped and trained as necessary to perform the required security services.
  - b. The primary responsibility of this post shall be to provide monitoring of security alarm systems associated with the Munro facility and BPA's NERC CIP facilities, to include associated CCTV systems and remote security systems at all hours and under all conditions (similar to Ross Post 9 & 10). This post shall be familiar with duties related to Ross Posts 9 and 10, providing backup for these posts when necessary. This post shall interact with local site and field personnel regarding access control and security issues following established procedures approved by OSCO relating to MCC/MSD as well as monitored field sites.
3. Designated Shifts
  - a. This post shall be manned in three 8-hour shifts as follows:
    - i. Shift One: 0000 – 0800
    - ii. Shift Two: 0800 – 1600
    - iii. Shift Three: 1600 – 0000
4. Post Duties
  - a. Officers shall perform the following:
  - b. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
  - c. Monitor security alarm systems and CCTV systems for all designated NERC CIP sites and facilities, in addition to the MCC/MSD. Assess and document alarm activity according to established SOP's.
  - d. Maintain familiarity with all Ross Post 9 and Ross Post 10 duties. Provide backup as necessary for monitoring facilities and sites falling under the responsibility of Ross Post 9 and Ross Post 10.
  - e. Use established SOP's and procedures for responding to emergency situations or alarm activations, to include those alarms associated with NERC CIP facilities. Dispatch appropriate patrols and contact the local regional emergency communications agency (911) to request response from outside agencies for situations at the MSD/MCC complex. The Security Supervisor, Contract Manager and OSCO shall be notified when outside agencies are contacted to respond.
  - f. Notify local law enforcement, Security Supervisor, the Contract Manager, and OSCO in the event of suspicious or criminal activities in accordance with Standard Operating Procedures.
  - g. Follow established procedures relating to NERC CIP sites and contact the appropriate BPA Control Center (Dittmer or Munro) in response to alarms or other emergency situations occurring at field sites.

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

iii. Munro Post 2, Supervisor/Patrol

1. Description of Post

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

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

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

## 2. Designated Shifts

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

## 3. Post Duties

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



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

4. Vehicle Barriers and Security Procedures

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

vi. SECURITY OFFICER DEPLOYMENT

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

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

ii. Notification

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

iii. Training

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

iv. Equipment

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

v. Post Duties

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

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

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

vi. Discharge of Firearms

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

vii. PERFORMANCE ASSURANCE

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

- i. The Contractor shall develop, review and or adapt methodology, requirements, documentation methods, and testing material to conduct initial security post certifications as well as annual (recurring) security post certification training specific to the BPA Security Services Contract implemented within 90 calendar days of the award of the contract.
    - ii. At a minimum, initial security post certifications shall include task knowledge/task performance certification based on the applicable security post JTA as well as written testing. This shall apply for new hires and existing security officers newly assigned to a security post.
    - iii. Annual security post certifications shall include at a minimum written knowledge testing of specific post procedures for all security officers posted. Similar posts may use the same quality control testing.
    - iv. Security post certification methodology shall be hierarchical and must be approved in advance by the COR.
  - iv. Self-Assessments
    - i. The Contractor shall conduct annual self-assessments relating to security posts, post duties, and security training, security firearms training, and firearms safety.
    - ii. Self-assessments must identify findings, if applicable, and corrective actions.
    - iii. The Contractor shall track and follow-up on corrective actions in an effort to close identified findings.
    - iv. The Contractor shall notify the COR upon the initiation of a self-assessment and shall provide to the COR the written self-assessment report in an electronic format within 20 business days of assessment completion.
  - v. Performance Testing
    - i. The Contractor shall develop methodology as part of their internal Quality Control Program to implement, document, and maintain performance testing (e.g. alarm response performance tests and limited scope performance tests) for the security force carried out by Contractor assigned personnel: Contract Manager, Contract Quality Control personnel or designated security supervisors.
    - ii. Performance testing methodology shall include an applicable safety plan which shall be approved in advance by the COR before implementation.
    - iii. Performance testing methodology shall be finalized for approval within 120 calendar days following award of the contract.
    - iv. Once finalized and implemented, written records of performance testing shall be forwarded to the COR.
    - v. Limited Scope Performance testing shall be performed a minimum of twice a month and documented. Documentation shall include evaluation criteria/objectives, results, and corrective actions needed, if applicable.
- viii. PERFORMANCE EVALUATIONS
  - i. The CO and COR shall meet with Contractor senior personnel assigned to support the contract in-person or via phone not less than annually to discuss results of BPA quality control findings and overall performance.
  - ii. The Contractor shall provide a plan for corrective actions within 5 calendar days following notification from the CO or COR of corrective action, poor performance or failure to perform. The Contractor must provide information on actions to be taken and expected completion date and notification when corrective actions are completed.





**APPENDIX 1 – SUBCONTRACTING PLAN**

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

## APPENDIX 2 – COLLECTIVE BARGAINING AGREEMENT

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

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

OMB

PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT

This data is used to amend a solicitation or modify a contract or order. This form will assist in ensuring all changes are applied appropriately. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB) US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

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

AMENDMENTS OF SOLICITATIONS

6. The above numbered solicitation is amended as set forth in Item 12. The hour and date specified for receipt of Offers,  
☐ is extended to ☐ is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation. If a signature is requested in Item 11, acknowledge this amendment by completing Items 13 and 14 and returning the amendment with your proposal. Failure of your acknowledgment to be received at the place designated for the receipt of proposal prior to the hour and date specified may result in rejection of your proposal. If by virtue of this amendment you desire to change a proposal already submitted, such a change must be received prior to the due date and hour specified in the solicitation.

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

CHECK ONE	7. This unilateral modification is issued pursuant to: (specify authority below). The changes set forth in item 12 are made in the Contract/Order in Item 1. BPI Clause 7-40 Option to Extend the Term of the Contract
<input checked="" type="checkbox"/>	
<input type="checkbox"/>	8. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, spelling correction, etc.) set forth in item 12 pursuant to the authority of BPI Part 14.10.3(b)(1).
<input type="checkbox"/>	9. Bilateral/Other (specify authority):

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

**IMPORTANT** 11. Contractor ☐ is not, ☐ is required to sign this document and return via email to the Contract Specialist.

12. Description of Amendment/Modification (Attach additional documentation if needed and state SEE CONTINUATION SHEET.)

SEE CONTINUATION SHEET

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

13. Company Name:

Inter-Con Security Systems, Inc.

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

## CONTINUATION SHEET (4220.xx Part A Forms)

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

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

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



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## UNIT 1 — COMMERCIAL

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

- (a) This is a Firm Fixed Price (FFP) contract for eleven months with options to extend for four pre-priced one-year option periods. By signing the contract cover page, Bonneville and the Contractor agree, subject to the attached terms and conditions, the Contractor shall sell to Bonneville the services identified herein at the prices set forth in the Schedule of Pricing.
- (b) This contract shall become effective upon receipt of the signed contract and shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience. Bonneville may extend the term of the base contract by exercising the pre-priced option, if any, by giving written notice to the Contractor.

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

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

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

CLIN	Description	Unit	Quantity	Unit Price	Price
<b>Base Period: 11/1/2018 - 09/30/2019</b>					
0001	Headquarters Complex Security Posts; 11/1/2018 - 01/31/2019	MO	11		
0002A	Ross Complex Security Posts; 11/1/2018 - 01/31/2019	MO	3		
0002B	Ross Complex Security Posts; 02/1/2019 - 09/30/2019	MO	8		
0003	Park Place Complex Security Posts	MO	11		
0004	Eugene Starr Complex Security Posts	MO	11		
0005	Munro Complex Security Posts	MO	11		
0006	Deployment and Urgent Security Services OR				
0006A	Security Officer, Unarmed – Standard Rate	HR			
0006B	Security Officer, Armed – Standard Rate	HR			
0006C	Security Officer, Supervisor – Standard Rate	HR			
0006D	Alarm Monitor – Standard Rate	HR			
0006E	Security Officer, Unarmed – Overtime Rate	HR			
0006F	Security Officer, Armed – Overtime Rate	HR			
0006G	Security Officer, Supervisor – Overtime Rate	HR			
0006H	Alarm Monitor – Overtime Rate	HR			
0007	Deployment and Urgent Security Services WA				

(b) (4)

CLIN	Description	Unit	Quantity	Unit Price	Price
0007A	Security Officer, Unarmed – Standard Rate	HR		(b) (4)	
0007B	Security Officer, Armed – Standard Rate	HR			
0007C	Security Officer, Supervisor – Standard Rate	HR			
0007D	Alarm Monitor – Standard Rate	HR			
0007E	Alarm Monitor, Supervisor – Standard Rate	HR			
0007F	Security Officer, Unarmed – Overtime Rate	HR			
0007G	Security Officer, Armed – Overtime Rate	HR			
0007H	Security Officer, Supervisor – Overtime Rate	HR			
0007I	Alarm Monitor – Overtime Rate	HR			
0007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
0008	Travel Costs IAW FTR				
Option Period 1: 10/1/2019 - 9/30/2020					
1001	Headquarters Complex Security Posts	MO	12	(b) (4)	
1002	Ross Security Posts	MO	12		
1003	Park Place Security Posts	MO	12		
1004	Eugene Starr Complex Security Posts	MO	12		
1005	Munro Security Posts	MO	12		
1006	Deployment and Urgent Security Services OR				
1006A	Security Officer, Unarmed – Standard Rate	HR			
1006B	Security Officer, Armed – Standard Rate	HR			
1006C	Security Officer, Supervisor – Standard Rate	HR			
1006D	Alarm Monitor – Standard Rate	HR			
1006E	Security Officer, Unarmed – Overtime Rate	HR			
1006F	Security Officer, Armed – Overtime Rate	HR			
1006G	Security Officer, Supervisor – Overtime Rate	HR			
1006H	Alarm Monitor – Overtime Rate	HR			
1007	Deployment and Urgent Security Services WA				
1007A	Security Officer, Unarmed – Standard Rate	HR			
1007B	Security Officer, Armed – Standard Rate	HR			
1007C	Security Officer, Supervisor – Standard Rate	HR			
1007D	Alarm Monitor – Standard Rate	HR			
1007E	Alarm Monitor, Supervisor – Standard Rate	HR			
1007F	Security Officer, Unarmed – Overtime Rate	HR			
1007G	Security Officer, Armed – Overtime Rate	HR			
1007H	Security Officer, Supervisor – Overtime Rate	HR			
1007I	Alarm Monitor – Overtime Rate	HR			
1007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
1008	Travel Costs IAW FTR				



CLIN	Description	Unit	Quantity	Unit Price	Price
				Option	
<b>Option Period 2: 10/1/2020 - 9/30/2021</b>					
2001	Headquarters Complex Security Posts	MO	12		
2002	Ross Security Posts	MO	12		
2003	Park Place Security Posts	MO	12		
2004	Eugene Starr Complex Security Posts	MO	12		
2005	Munro Security Posts	MO	12		
2006	Deployment and Urgent Security Services OR				
2006A	Security Officer, Unarmed – Standard Rate	HR			
2006B	Security Officer, Armed – Standard Rate	HR			
2006C	Security Officer, Supervisor – Standard Rate	HR			
2006D	Alarm Monitor – Standard Rate	HR			
2006E	Security Officer, Unarmed – Overtime Rate	HR			
2006F	Security Officer, Armed – Overtime Rate	HR			
2006G	Security Officer, Supervisor – Overtime Rate	HR			
2006H	Alarm Monitor – Overtime Rate	HR			
2007	Deployment and Urgent Security Services WA				
2007A	Security Officer, Unarmed – Standard Rate	HR			
2007B	Security Officer, Armed – Standard Rate	HR			
2007C	Security Officer, Supervisor – Standard Rate	HR			
2007D	Alarm Monitor – Standard Rate	HR			
2007E	Alarm Monitor, Supervisor – Standard Rate	HR			
2007F	Security Officer, Unarmed – Overtime Rate	HR			
2007G	Security Officer, Armed – Overtime Rate	HR			
2007H	Security Officer, Supervisor – Overtime Rate	HR			
2007I	Alarm Monitor – Overtime Rate	HR			
2007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
2008	Travel Costs IAW FTR				
				Option	
<b>Option Period 3: 10/1/2021 - 9/30/2022</b>					
3001	Headquarters Complex Security Posts	MO	12		
3002	Ross Security Posts	MO	12		
3003	Park Place Security Posts	MO	12		
3004	Eugene Starr Complex Security Posts	MO	12		
3005	Munro Security Posts	MO	12		
3006	Deployment and Urgent Security Services OR				
3006A	Security Officer, Unarmed – Standard Rate	HR			
3006B	Security Officer, Armed – Standard Rate	HR			
3006C	Security Officer, Supervisor – Standard Rate	HR			

(b) (4)

CLIN	Description	Unit	Quantity	Unit Price	Price		
3006D	Alarm Monitor – Standard Rate	HR		(b) (4)	(4)		
3006E	Security Officer, Unarmed – Overtime Rate	HR					
3006F	Security Officer, Armed – Overtime Rate	HR					
3006G	Security Officer, Supervisor – Overtime Rate	HR					
3006H	Alarm Monitor – Overtime Rate	HR					
3007	Deployment and Urgent Security Services WA						
3007A	Security Officer, Unarmed – Standard Rate	HR					
3007B	Security Officer, Armed – Standard Rate	HR					
3007C	Security Officer, Supervisor – Standard Rate	HR					
3007D	Alarm Monitor – Standard Rate	HR					
3007E	Alarm Monitor, Supervisor – Standard Rate	HR					
3007F	Security Officer, Unarmed – Overtime Rate	HR					
3007G	Security Officer, Armed – Overtime Rate	HR					
3007H	Security Officer, Supervisor – Overtime Rate	HR					
3007I	Alarm Monitor – Overtime Rate	HR					
3007J	Alarm Monitor, Supervisor – Overtime Rate	HR					
3008	Travel Costs IAW FTR						
						Option	
Option Period 4: 10/1/2022 - 9/30/2023							
4001	Headquarters Complex Security Posts	MO	12				
4002	Ross Security Posts	MO	12				
4003	Park Place Security Posts	MO	12				
4004	Eugene Starr Complex Security Posts	MO	12				
4005	Munro Security Posts	MO	12				
4006	Deployment and Urgent Security Services OR						
4006A	Security Officer, Unarmed – Standard Rate	HR					
4006B	Security Officer, Armed – Standard Rate	HR					
4006C	Security Officer, Supervisor – Standard Rate	HR					
4006D	Alarm Monitor – Standard Rate	HR					
4006E	Security Officer, Unarmed – Overtime Rate	HR					
4006F	Security Officer, Armed – Overtime Rate	HR					
4006G	Security Officer, Supervisor – Overtime Rate	HR					
4006H	Alarm Monitor – Overtime Rate	HR					
4007	Deployment and Urgent Security Services WA						
4007A	Security Officer, Unarmed – Standard Rate	HR					
4007B	Security Officer, Armed – Standard Rate	HR					
4007C	Security Officer, Supervisor – Standard Rate	HR					
4007D	Alarm Monitor – Standard Rate	HR					
4007E	Alarm Monitor, Supervisor – Standard Rate	HR					



CLIN	Description	Unit	Quantity	Unit Price	Price
4007F	Security Officer, Unarmed – Overtime Rate	HR		(b) (4)	(4)
4007G	Security Officer, Armed – Overtime Rate	HR			
4007H	Security Officer, Supervisor – Overtime Rate	HR			
4007I	Alarm Monitor – Overtime Rate	HR			
4007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
4008	Travel Costs IAW FTR				
				Option	
Transition Option: 9/1/2018 - 10/31/2018					
5001	Physical Security Transition Services	MO	2		
				Base and Exercised	
				Base and Al	

**INVOICE (28-3)**  
**(OCT 2014) BPI 28.3.4(G))**

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

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

- (a) Payment.
- (1) Items accepted. Payment shall be made for items accepted by Bonneville that have been delivered to the delivery destinations set forth in this contract.
  - (2) Prompt Payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
  - (3) Electronic Funds Transfer.
    - (i) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.

- (ii) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
- (iii) Submission of EFT banking information to Bonneville. The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration  
PO Box 491

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

email: [VendorMaintenance@bpa.gov](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;
    - (B) The date of issuance of a Bonneville check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or



- (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

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

- (a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:
- (1) Hourly rate.
- (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
  - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
  - (iii) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.
  - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
  - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
    - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
    - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
    - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (2) Materials.
- (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
    - (A) Quantities being acquired; and
    - (B) Any modifications necessary because of contract requirements.
  - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
    - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or
    - (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
  - (iii) To the extent able, the Contractor shall –
    - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
    - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
  - (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
    - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause: Travel Costs in accordance with the Federal Travel Regulations.

- (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: None.
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
- (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
  - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
    - (i) The original timecards (paper-based or electronic);
    - (ii) The Contractor's timekeeping procedures;
    - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
    - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
  - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—
    - (i) Any invoices or subcontract agreements substantiating material costs; and
    - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—
- (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
    - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
    - (ii) Affected contract number and delivery order number, if applicable;
    - (iii) Affected contract line item or subline item, if applicable; and
    - (iv) Contractor point of contact.
  - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)

- (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
- (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
  - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
  - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
  - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
- (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (5) Amounts shall be due at the earliest of the following dates:
  - (i) The date fixed under this contract.
  - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
  - (i) The date on which the designated office receives payment from the Contractor;
  - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
  - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
- (8) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.
  - (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
  - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
  - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).



- (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
- (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
- (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration  
PO Box 491  
ATTN: NSTS-MODW Vendor Maintenance  
Vancouver, WA 98666-0491

email: [VendorMaintenance@bpa.gov](mailto:VendorMaintenance@bpa.gov)  
phone: 360-418-2800  
fax: 360-418-8904

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

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

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

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

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

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e)
- (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
    - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
    - (ii) Terminate this contract for cause.
  - (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
- (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
  - (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

**CHANGES (28-6)**  
**(JUL 2013)(BPI 28.3.4(L))**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DISPUTES (28-13)**  
**(JUL 2013)(BPI 28.3.4(U))**

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

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

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



**TITLE (28-16)**  
**(MAR 2018)(BPI 28.3.4(X))**

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

**TAXES (28-17)**  
**(JUL 2013)(BPI 28.3.4(Y))**

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

**ASSIGNMENT (28-18)**  
**(MAR 2018) (BPI 28.3.4(Z))**

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

**OTHER COMPLIANCES (28-19)**  
**(JUL 2013)(BPI 28.3.4(AA))**

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

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

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

**APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:**

- (a) The following clauses are applicable to all contracts and solicitations:
- (1) Organizational Conflicts of Interest (Clause 3-2)
  - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
  - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
  - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
  - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
  - (6) Restriction on Certain Foreign Purchases (Clause 9-8)
  - (7) Combating Trafficking in Persons (Clause 10-25)
  - (8) Printing (Clause 11-9)
  - (9) Ozone Depleting Substances (Clause 15-7)
  - (10) Refrigeration Equipment (Clause 15-8)
  - (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
  - (12) Recovered Materials (Clause 15-10)
  - (13) Bio-Based Materials (Clause 15-11)
  - (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
  - (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
  - (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
    - (i) Work performed outside the United States by employees who were not recruited within the United States; or



- (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
- (17) Equal Opportunity (Clause 10-1) except under the following conditions –
  - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
  - (ii) Work performed outside the United States by employees who were not recruited within the United States;
  - (iii) Individuals (as opposed to a firm with multiple employees); or
  - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
- (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
- (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
  - (i) Civil aircraft and related articles;
  - (ii) Supplies subject to trade agreement thresholds; or
  - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
  - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
    - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
    - (B) Interview any officer or employee regarding such transactions.
  - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
  - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

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

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

#### ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

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

#### **ORDER OF PRECEDENCE (28-21) (JUL 2013)(BPI 28.3.4(CC))**

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

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

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

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





## UNIT 2 – OTHER CLAUSES

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

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

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

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

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

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

Bonneville may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by advance written notice to the Contractor within 60 calendar days.

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

- (a) Bonneville may extend the term of this contract by advance written notice to the Contractor within 60 calendar days; provided that Bonneville gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit Bonneville to an extension.
- (b) If Bonneville exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause; shall not exceed 5 years and 7 months.

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

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

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

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



benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)

- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) Establishing rates.
  - (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
  - (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
  - (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.
- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour

- Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
- (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
- (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
- (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
- (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
- (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary,

hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records.

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

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
  - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
  - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
  - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
  - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
  - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
  - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
  - (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
  - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received):

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

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

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

**SERVICE CONTRACT WAGE DETERMINATION (10-5)  
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated by reference into the contract, and are identified as follows:

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



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

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

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

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

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
  - “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
  - “Employee” –
    - (1)
      - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and
        - (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
        - (B) Including employees who qualify for an exemption from the Fair Labor Standards Act’s minimum wage and overtime provisions,
        - (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
      - (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor’s Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
    - (2)
      - (i) An employee performs “on” a contract if the employee directly performs the specific services called for by the contract; and
      - (ii) An employee performs “in connection with” a contract if the employee’s work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

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

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

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

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

"United States" means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
  - (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
  - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave.* The Contractor shall –
  - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
  - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
  - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
  - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
  - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
  - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
  - (1) Any pay and/or benefits denied or lost by reason of the violation;
  - (2) Other actual monetary losses sustained as a direct result of the violation; and
  - (3) Liquidated damages.
- (f) *Payment suspension/contract termination/contractor debarment.*
  - (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
  - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
  - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) *Recordkeeping.*
  - (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

- (i) Name, address, and social security number of each employee.
  - (ii) The employee's occupation(s) or classification(s).
  - (iii) The rate or rates of wages paid (including all pay and benefits provided).
  - (iv) The number of daily and weekly hours worked.
  - (v) Any deductions made.
  - (vi) The total wages paid (including all pay and benefits provided) each pay period.
  - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
  - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
  - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
  - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
  - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
  - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
  - (xiii) The relevant contract.
  - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
  - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
- (2)
- (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
  - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.
- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
- (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.
  - (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply



- to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
- (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
  - (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
  - (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
  - (j) **Interference/discrimination.**
    - (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
      - (i) Miscalculating the amount of paid sick leave an employee has accrued;
      - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
      - (iii) Discouraging an employee from using paid sick leave;
      - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
      - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
      - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
      - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
    - (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
      - (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
      - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
      - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
      - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
  - (k) **Notice.** The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.
  - (l) **Disputes concerning labor standards.** Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
  - (m) **Subcontracts.** The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

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

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



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

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

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

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

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

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

**BANKRUPTCY (14-18)**  
**(OCT 2005)(BPI 14.19.3)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

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

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

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

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

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

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

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.
  - (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
  - (2) The Contractor shall comply with:
    - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
    - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
    - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
    - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.

- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
  - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
  - (2) The Contractor shall follow up each phone call notification with an email to [SafetyNotification@bpa.gov](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. 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 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 individual's 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.

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

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

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

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

copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

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

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

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

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

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

contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:

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

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

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

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

After completion of work, and prior to final payment, the Contracting Officer may, at his or her option, require the Contractor to furnish a release of claims against Bonneville arising out of the contract, other than claims specifically excepted from the operation of the release.

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

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

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

The personnel listed below are considered to be essential to the work being performed hereunder. No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(b) (6)

## UNIT 4 — STATEMENT OF WORK

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



## A) GENERAL INFORMATION

### 1) INTRODUCTION

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

### 2) BACKGROUND

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

### 3) PLACE OF PERFORMANCE

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

- d. Eugene Starr Complex, located in The Dalles, Oregon
  - e. Munro Complex, located in Mead, Washington
  - f. Other locations within the BPA Regional Service Area as deemed necessary by BPA
- 4) GOVERNMENT-FURNISHED MATERIALS AND EQUIPMENT
- a. BPA will provide facilities, workstations, computers, printers, and other associated equipment for security officer and security supervisor use.
  - b. BPA will provide maps, floor plans and information to build security operating procedures to the Contractor as needed for distribution to appropriate posts and personnel. The Contractor must maintain these materials in the post books. The Contractor must protect this information in accordance with BPA Information Protection Program standards.
  - c. BPA will provide a copy of the Emergency Procedures and any call-out rosters, which the Contractor shall maintain at each site. These documents shall be protected in accordance with BPA Information Protection Program standards.
- 5) CONTRACTOR-FURNISHED MATERIALS AND EQUIPMENT
- a. The Contractor shall furnish all training, quality control, personnel, uniforms, equipment, materials, and supervision to maintain physical security for BPA Headquarters, Ross Complex, Eugene Starr Complex, Munro Complex, employees, and visitors.
  - b. The Contractor shall provide the following items of operational equipment:
    - i. One hand-held portable public address system with batteries at HQ, Ross, Eugene Starr and Munro locations
    - ii. One hand-held, battery-operated spotlight with batteries at each complex, HQ, Ross, Eugene Starr and Munro
    - iii. Sufficient communications equipment, to maintain contact with security officers and BPA Local Facilities personnel.
    - iv. One (1) 800 MHz capable hand held radio on each security post. Additionally, base stations compatible with regional emergency services communications systems shall be provided for Headquarters Post 1, , Ross Dittmer AMS, Ross Post 2, (CSB) and Munro AMS.
  - c. The Contractor shall furnish Vehicles to meet SOW requirements. Information on vehicles being considered must be submitted to and approved by the BPA OSCO COR prior to use in performance of this contract. Consideration for the selection of patrol vehicles shall include area inclement weather conditions, operating terrain, fuel economy, vehicle purpose, etc. Vehicles designated for deployment purposes must take into account that BPA deployment locations include remote locations accessed via fire roads, and Right of Way access roads that require ability to operate off hardened road surfaces. Any exceptions, changes, or modifications to vehicle requirements during the contract must be approved in advance by the COR and/or CO. Refer to Federal Standard 307 for further guidance
    - i. BPA Headquarters.
      - (a) No vehicles are required
    - ii. Ross Complex
      - (a) Three Vehicles, Two for patrol and one for supervision.
      - (b) All are to be AWD or 4x4
      - (c) Est. Mileage for patrol vehicles 22,000 each, per year
      - (d) Est. Mileage for supervisor vehicle: 35,000 Per year.
    - iii. Park Place office complex
      - (a) One vehicle for patrol duties.

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

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

- x. All Contractor-provided equipment shall be appropriately marked and identified as belonging to the Contractor
- 6) FEDERAL HOLIDAYS
- a. Federal Holidays occurring on Saturdays are observed on the Friday prior, and Federal Holidays occurring on Sundays are observed on the Monday following, 5 U.S.C. 6103 and Office of Personnel Management guidance
  - b. BPA observes the following Federal Holidays:
  - c. New Year's Day January 1<sup>st</sup>
  - d. Martin Luther King Day 3rd Monday in January
  - e. Washington's Birthday 3rd Monday in February
  - f. Memorial Day Last Monday in May
  - g. Independence Day July 4<sup>th</sup>
  - h. Labor Day 1st Monday in September
  - i. Columbus Day 2nd Monday in October
  - j. Veterans' Day November 11<sup>th</sup>
  - k. Thanksgiving Day 4th Thursday in November
  - l. Christmas Day December 25<sup>th</sup>
- 7) ACRONYM DEFINITIONS AND INFORMATIONAL LINKS
- a. Acronyms:
  - b. BMS Room: Building Management System Room. BMS rooms at BPA house critical facilities operations equipment
  - c. HSPD: Homeland Security Presidential Directive
  - d. JTS Room: Joint Tenant Space. Data services and equipment rooms on each floor of BPA HQ, shared by GSA
  - e. PACS: Physical Access Control Systems
  - f. WSO: Weapons Safety Officer. A security officer or security supervisor who is knowledgeable, trained, and designated to oversee weapons issue and arming/disarming of personnel for shift change purposes
- 8) DOCUMENTATION
- a. Codified Federal Regulations (CFRs) [www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl)  
<http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=41.3.1.1.3.22#41:3.1.1.3.22.3.326.3>
  - b. DOE Order 470.4b, Appendix B, Section 1, "Facility Clearances and Registration of Safeguards and Security Activities," and Section 2 "Foreign Ownership, Control or Influence Programs (FOCI)," <https://www.directives.doe.gov/directives-documents/400-series/0470.4-BOrder-b-admchq1>
  - c. Executive Order 12829  
<http://www.archives.gov/isoo/policy-documents/eo-12829.html>
  - d. HSPD-7  
<http://www.dhs.gov/homeland-security-presidential-directive-7>
  - e. HSPD-12  
<http://www.dhs.gov/homeland-security-presidential-directive-12>
  - f. NERC CIP Standard 006



- <http://www.nerc.com/standard006>
- g. Oregon Department of Safety, Standards, and Training (Oregon DPSST)  
<http://www.oregon.gov/DPSST/PS/pages/index.aspx>
- h. Oregon Revised Statutes  
<http://www.leg.state.or.us/ors/>
- i. Privacy Act 1974  
<http://www.justice.gov/opcl/privstat.htm>
- j. Revised Code of Washington (RCW)  
<http://apps.leg.wa.gov/rcw/>
- k. SF 328  
[http://hss.doe.gov/HQSecOp/foreign\\_ownership/FOCI\\_SF328\\_INSTRUCTIONS.pdf](http://hss.doe.gov/HQSecOp/foreign_ownership/FOCI_SF328_INSTRUCTIONS.pdf)  
<http://www.gsa.gov/portal/forms/download/116246>
- l. U.S. Department of Justice National Institute 0101.06
- m. NIJ Standard-0101.06 for Ballistic-Resistance of Body Armor and NIJ Standard-0115.00 for Stab-Resistance of Body Armor
- n. Washington State Criminal Justice Training commission (WSCJTC)  
<https://fortress.wa.gov/cjtc/www/>
- o. Washington State Department of Licensing  
<http://www.dol.wa.gov/business/securityguards/sqgetarmed.html>
- p. 18 USC 793  
<http://codes.lp.findlaw.com/uscode/18/l/37/793>
- q. 18 USC 794  
<http://codes.lp.findlaw.com/uscode/18/l/37/794>
- K) WORK AND SERVICE REQUIREMENTS
- 1) GENERAL REQUIREMENTS
- a. The overall purpose of this contract is to provide an estimated aggregate of approximately 97,688 annual hours of security officer services and approximately 15,776 annual hours of supervisory services for the BPA Headquarters, Ross Complex, Eugene Starr Complex, Munro Complex and other BPA facilities as addressed in this SOW. Additional security services may be requested by BPA for special events, increased security conditions, emergency services, etc. BPA projects requiring approximately 1,000 hours annually for additional security services on an as-needed basis for unforeseen situations.
- b. Security services include but are not limited to the following:
  - i. Armed guard services.
  - ii. Protection of employees, facilities and property.
  - iii. Access control, to include screening of visitors, vehicles, packages.
  - iv. Issuance of visitor badges and enforcement of BPA's ID badge policies.
  - v. Alarm Monitoring Station - operation and monitoring of security alarm systems and CCTV systems across geographically dispersed locations.
  - vi. Operation and monitoring of automated access controls.
  - vii. Observation and monitoring of building and fire warning systems and HVAC system warning panels and controls.

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

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

## 2) SECURITY CLEARANCE REQUIREMENTS

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

## 3) DOCUMENTATION REQUIRED PRIOR TO AWARD

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

## 4) STANDARD OPERATING PROCEDURES

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

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

b. Contents of SOP

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

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



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

c. Transition (60 Calendar Days)

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

6) CONTRACTOR FURNISHED TRAINING

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

- the contract. JTA information shall be used to develop annual post specific certification (Quality Control) and an Annual Training Plan, which the Contractor shall provide to the COR by October 1 of each year. The Contractor shall provide pre-employment training meeting all requirements listed under "Armed Certifications and Credentials" and "Pre-Employment Training" prior to assigning any officer a post. Post-Employment training is defined as State required annual Armed Security Officer certification training, proficiency training and annual post specific certification training conducted after initial employment. Post-employment training shall be conducted in accordance with section 16) of the SOW.
- b. Pre-employment and post-employment training shall be conducted and certified/documented at no additional cost to BPA. Training hours may be organized in any manner determined to be most efficient for the Contractor other than the training hour organization specifically mentioned in this Statement of Work for weapons or use of force. Training hours required for Weapons or use of force training shall not be shifted between officers.
  - c. Pre-Employment Training
    - i. Certification of completion of pre-employment training and licensing requirements for new hire employees shall be furnished to the COR prior to the start of employee performance. This notification may be in the form of an official letter, memorandum, or e-mail to the COR. All officers must complete the following training prior to assignment on post:
      - (a) Oregon and/or Washington State licensing requirements, including successful completion of firearms qualification course(s) of fire meeting requirements of state in which licensed shall be conducted and certified by the Contractor prior to using post-employment and other training allotments.
    - ii. Orientation training and task performance demonstration certification regarding proper use and techniques for handcuff application as well as proper use and techniques for Aerosol Self Defense spray application at the full range of use of force levels. This training shall be performed by an instructor with credentials accepted by the state in which the officers will be certified, for less-than-lethal/use of force, or through other certification means approved by the COR (e.g. – master use of force instructor certification, etc.). At the option of the Contractor, orientation training for handcuffs and/or Aerosol Self Defense spray may be waived if a new-hire security officer can provide documentation of training for handcuffs and/or Aerosol Self Defense spray occurring within 6 months prior to hire related to a previously held security, military, or law enforcement position. Such documentation shall become a part of the security officer's training record for pre-employment training.
    - iii. 16 hours of training directed towards use of locally used X-Ray equipment for officers assigned to a post which includes use of an X-Ray machine unless they can show documentation of training on a similar model X-Ray system in the previous 6 months and familiarization training on the X-Ray system utilized at BPA. Officers assigned to positions requiring use of hand held / walk through magnetometers must complete 8 hours of initial training.
    - iv. Red Cross or equivalent certification for First Aid and CPR, to include use of automated external defibrillator (AED).
    - v. Prior to assigning a newly hired officer as the primary security officers at any post, newly hired officers shall complete sufficient training including familiarization of all site BPA Posts and SOP's prior to post assignment. The Contractor shall provide post specific training and certification to officers. Officers must complete training and demonstrate sufficient knowledge and understanding of applicable SOP's, and demonstrate capability of performing all duties associated with the post. Newly hired officer security post certification shall be completed within 30 calendar days of initial post assignment. Security officers must demonstrate familiarity, knowledge and understanding of the duties of other posts having operational interdependencies.
  - d. Post-Employment Training and other Training Allotments
  - e. Post-Employment License and Certification Refresher

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

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

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

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



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

## 7) CONTRACT EMPLOYEE REQUIREMENTS

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

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

## 8) DUTIES OF THE CONTRACTOR

### a. General

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

### b. Contractor Duties

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

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

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

## 9) WEAPONS REQUIREMENTS

### a. Weapons and Ammunition

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

### b. Firearms Policy Requirements

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



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

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

(c) Less Than Lethal Weapons/Equipment

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

10) COMPANY REPRESENTATIVES AND SUPERVISION

a. Qualifications of key personnel:

- i. The Contractor shall identify, by name, key management, supervisory, and instructor personnel. Unless otherwise approved by the CO and COR, requisite qualifications are as follows:
  - (a) Management/Contract Manager – Shall have a minimum of four (4) years' experience in the management of security services contracts.
  - (b) Supervisors – Shall have a background and experience including a minimum of four (4) years associated with a security, military police, or law enforcement career. Refer to section 21) Company Representative, Para. c) of this SOW for further requirements.
  - (c) Instructor – Shall have professional credentials consistent with performing in the capacity of an instructor. Credentials include state certification or accreditation, Department of Energy certification, or other certification, approved by the CO and COR. Additionally, instructors shall have a minimum of four (4) years experience in a security, military, or law enforcement career.
- ii. Company Representative
  - (a) The Contractor shall provide a Contract Manager. The Contract Manager shall be dedicated solely to the performance of this contract and will not be assigned to any other contracts. The Contract Manager may appoint a supervisor to act in place of the Contract Manager as needed for temporary absences. OSCO will retain final oversight and decision-making authority over security operations.
  - (b) The Contract Manager shall assist OSCO with the development of security procedures and policy.
  - (c) The Contract Manager shall maintain proper discipline, appearance, conduct, professional bearing and demeanor of all officers and supervisors.
  - (d) The Contractor shall provide supervision focused on the day-to-day contract performance of officers. Supervision shall also be the direct liaison to the Contract Manager and OSCO for security operations. Supervisors shall assist with training (post certification, OJT, etc.) as necessary
  - (e) The Contractor shall provide one twenty-four hour per day, seven day per week supervisor at the Ross Complex and supervisors assigned to BPA HQ, Celilo and the Munro Complex for 12 hours per day, Monday through Friday (except holidays). The supervisors shall be responsible for supervising officers performing duties at the various locations at specified times as noted in "Designated Coverage."

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

#### 11) SECURITY SUPERVISOR PROCEDURES AND DUTIES

##### a. General Description

- i. The supervisor is responsible for ensuring completion of security officer training and proper management and maintenance of all security posts listed in this SOW. Supervisors shall not supervise any security posts associated with other contracts. Shift Supervisor's shall be armed.

##### ii. Designated Coverage

###### (a) Ross Complex

- (i) All Shifts 24 hours a day, 7 days a week unless otherwise approved by the COR, one supervisor shall be on duty and responsible.

###### (ii) Ross Supervisor Supervision of Portland Headquarters

- 1. Monday through Friday from 1800 – 0600, Weekends and Holidays provide supervisory duties.

###### (iii) Portland Headquarters

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

###### (iv) Celilo Complex

- 1. Monday through Friday, except holidays, from 0800 – 1600 hours, unless otherwise approved by the COR, one supervisor shall be assigned to and responsible for the Celilo Complex.

###### (v) Munro Complex

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

b. Supervisor Duties

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

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

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

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

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



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

### 13) DELIVERABLES AND PERFORMANCE

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

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

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

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

#### 14) SHIFT AND POST REQUIREMENTS

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

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

b. Shifts

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

c. Shift Requirements

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

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

#### 15) SAFETY REQUIREMENTS

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



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

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

i. SECURITY SERVICES AT THE BPA HEADQUARTERS

i. General

- i. Standard security officer procedures shall apply to all HQ security posts. Shift hours may be adjusted through the approval of the COR. All posted officers and patrols assigned to the BPA Headquarters shall be knowledgeable of building evacuation, shelter-in-place procedures, and other contingency procedures.
- ii. Questions about physical security and access control policy shall be deferred to the HQ's Physical Security Specialists.

iii. Parking Garage Entrance Bollard System Operation

- 1. Security officers must understand the safe operation of the garage entrance bollard system prior to assignment to posts 1, 2, 8 or 9. Officers shall not operate the garage entrance bollard system unless properly trained.
- 2. Training required to operate the bollard system shall be conducted by security supervisors or training personnel ensuring adequate understanding of the safe operation of the system according to the policies and procedure established in this SOW and SOPs developed by the Contractor.
- 3. Training for bollard system operation shall be documented on the individual security officer's training record. Security officers required to operate the bollard system must demonstrate the ability to safely do so prior to assuming duties of the post. Procedures for operating the bollard system shall be placed at each applicable post.

iv. Bollard system operating hours under non-emergency conditions

- 1. From the hours of 1800 – 0600, Monday through Friday, bollards shall remain engaged in the up position with the parking garage doors closed.
- 2. From the hours of 0600 – 1800, Monday through Friday, bollards shall remain engaged in the down position with the parking garage doors open.
- 3. During weekends and holidays, bollards shall remain engaged in the up position with the garage door closed at all hours.
- 4. OSCO may direct changes in use of the bollard system as needed.

ii. Headquarters Security Post 1

i. Description of Post

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

ii. Designated Shifts

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

iii. Post Duties

1. Officers shall perform the following:

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

iii. Headquarters Security Post 2

I. Description of Post

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

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



- a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures. Functional checks of the magnetometer, hand-held wand, and x-ray machine shall be conducted and documented in accordance with established procedures.
  - b. Identify visitors and determine their need to enter the facility.
  - c. Screen visitors by using the magnetometer (or hand-held magnetic wand). Screen hand-carried items in the possession of visitors by using the x-ray machine or visual inspection. Employees entering the BPA Headquarters may be subject to screening at the direction of OSCO. OSCO may introduce new equipment or technology for screening personnel entering the facility. Security officers shall be properly trained on new equipment or technology introduced prior to use with verification of training annotated in the officer's individual training record.
  - d. Check for appropriate identification badge on persons entering the lobby area from outside BPA controlled space.
  - e. Inform all visitors firearms and other weapons are prohibited and ask all visitors if they are carrying any firearms or other weapons. If any individual is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The officer shall immediately initiate reporting the incident to the security supervisor.
  - f. React or respond to security incidents occurring in the lobby area of the Headquarters building posing a threat to personnel and/or property.
- vii. Headquarters Security Post 6
  - i. Description of Post
    - 1. This is a one-person post occupied by an armed, uniformed security officer 12 hours per day, Monday through Friday, excluding government holidays. The post is located in the lobby of the BPA headquarters building. The security officer is responsible for ensuring only authorized personnel enter the Headquarters facility by verifying the identification badges of all persons entering the building from the lobby and ensuring badges are worn properly. This post may be unarmed in accordance with Section 13.b "Exceptions" in this Statement of Work. The primary responsibility of this post is to ensure all persons entering the building from the lobby area have appropriate identification badge and access authorization.
  - ii. Designated Shifts
    - 1. Monday thru Friday, 0600 to 1800, except designated government holidays. Hours of operation may be modified following COR approval prior to making the change.
  - iii. Post Duties
    - 1. Officers shall perform the following:
    - 2. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.

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

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

i. Description of Post

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

ii. Designated Shift

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

iii. Post Duties

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

ix. Headquarters Security Post 8

i. Description of Post

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



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

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

ii. SECURITY SERVICES FOR THE ROSS COMPLEX

i. General

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

ii. Ross Security Post 1

i. Description of Post

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

ii. Designated Shifts

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

iii. Post Duties

1. Officers shall perform the following:



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

iii. Ross Security Post 2

i. Description of Post

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

ii. Designated Shifts:

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

iii. General Post Duties

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

iv. Ross Security Post 3

i. Description of Post

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

ii. Designated Shifts

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

iii. Post Duties

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

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

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





4. Immediately after allowing entry of authorized visitor vehicles, all visitor vehicle barriers shall be returned to the secure position prior to commencement of further visitor processing.
  5. Vehicle Barrier and Security Procedures During Higher Threat Levels
  6. All vehicle barriers shall remain active and engaged when higher threat conditions exist as directed by OSCO.
  7. If a security officer or the on-duty Security Supervisor determines conditions exist warranting vehicle barriers to remain in the active and engaged position, the Security Supervisor shall notify the Contract Manager and OSCO immediately.
- vii. Ross Security Post 6
- i. Description of Post
    1. This is a one-person post operated by an armed, uniformed security officer 8 hours per day, Monday through Friday, excluding holidays. This post is located at Gate 16 near the East Storage Yard. This post serves as the main entry point for commercial vehicles, delivery trucks, and other large vehicles. The primary responsibility of this post is to ensure only authorized vehicles and personnel gain access through the gate and are screened appropriately. The officer assigned to this post shall be adequately trained and familiar with vehicle inspection techniques. The officer must conduct inspections of large commercial vehicles, paying close attention and looking for suspicious items, contraband, dangerous weapons including, but not limited to, explosives and bombs. The officer assigned to this post shall coordinate and communicate with other security posts and/or BPA personnel to ensure delivery authorization, maintain smooth flow of traffic.
  - ii. Designated Shift
    1. This post shall be manned one shift per day, from 0700 to 1500.
  - iii. Post Duties
    1. Officers shall perform the following:
      - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
      - b. Ensure only authorized vehicles and personnel gain access through gate 16 and are screened appropriately.
      - c. Direct visitors and employees in passenger vehicles around the exterior of the complex to the appropriate gate for entry.
      - d. The security officer at this post shall provide directions to delivery drivers as needed.
      - e. Issue appropriate temporary access badges and maintain a visitor log to annotate the visitors/commercial operators allowed through Gate 16.
      - f. Allow large government vehicles whose drivers have valid BPA or other authorized government identification to proceed through the gate without inspection unless specifically directed by OSCO.
      - g. Inform all visitors firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor or Contractor is carrying a weapon or other prohibited contraband, the officer shall act in accordance with site specific procedures. The security officer shall not recommend any course

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

viii. Ross Security Post 7 (Currently not active)

i. Description of Post

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

ix. Ross Security Post 8

i. Description of Post

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

ii. Designated Shifts

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

iii. Post Duties

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

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

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

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



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

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

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

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

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

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

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

iii. BPA PARK PLACE LEASED OFFICE COMPLEX SECURITY POST 1

i. Description of Post

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

ii. Designated Shifts

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

iii. Post Duties

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

iv. EUGENE STARR COMPLEX SECURITY POSTS 1 and 2

i. General Information

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

ii. Post Descriptions

i. Celilo Post 1

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

ii. Celilo Post 2

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

iii. Designated Shifts

1. Celilo Post 1

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

2. Celilo Post 2

- a. Posted 0800 – 1600, Monday through Friday, except holidays
- iv. Post Duties
- 1. Officers shall perform the following:
  - 2. Celilo Post 1
    - a. Act as the primary post to monitor physical access and security-related activity via CCTV systems.
    - b. Use established procedures for responding to emergency situations, alarm activations, suspicious activity, or criminal incidents. When necessary, dispatch Celilo Post 1 and contact the Wasco County Emergency Dispatch (911), to request response from outside agencies for situations at the Eugene Starr Complex. Notify the Contract Manager and OSCO when outside agencies are contacted to respond.
    - c. Respond as necessary to assist Celilo Post 2 in performing site-related duties or incident responses. Conduct patrols, access control, and assist as necessary for visitor access and vehicle inspections. Contact the AMS (Ross Post 9) prior to leaving this post to assist Celilo Post 2.
    - d. Maintain the Security Desk Blotter, listing security-related activity and information for a 24-hour time period. Formatting or content of specific blotter entries may be added or changed by OSCO.
    - e. Maintain communications with Ross Post 9 (AMS) through procedures established for communications checks.
    - f. Conduct random patrols throughout the complex (a minimum of one every three hours and no less than three patrols in an eight-hour shift).
    - g. Conduct vehicle inspections as applicable or directed by an OSCO Physical Security Specialist.
    - h. Respond to observed suspicious activity, as directed by the Security Supervisor or as reported by employees.
    - i. Respond to and investigate alarms on the complex.
    - j. Assist Celilo Post 2 as required.
    - k. Report suspicious activity to the Dittmer AMS. During shift two and shift three, after normal complex business hours, post shall report activity directly to local law enforcement in the event of an emergency and notify the Dittmer AMS as soon as practical.
    - l. Operate CCTV and alarm systems during certain hours as directed by the Security Supervisor. Notify the AMS (Ross Post 9) when leaving these systems unattended to conduct patrols.
  - 3. Celilo Post 2, Supervisor
  - 4. Serve as the immediate emergency security response to administrative and management staff at the complex and referring non-emergency contact to OSCO.
  - 5. Perform functions such as standing post (Celilo Post 1 or Celilo Post 2), monitoring physical access and CCTV systems, and patrolling and responding to security incidents, other emergencies, or inspection of vehicles entering the complex as needed.
  - 6. Ensure compliance with all applicable portions of this statement of work as well as requirements for NERC CIP designated areas.



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

v. SECURITY SERVICE FOR MUNRO COMPLEX

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

i. General Information

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

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

1. This post falls under the U.S. Department of Labor, Wage Determination category of Alarm Monitor.
2. Description of Post
  - a. This post is located inside the Munro Scheduling Center facility, alternate Alarm Monitoring Station (AMS). This shall be a one-person post, occupied by an armed, uniformed security officer 24 hours per day, 7 days per week. The security officer shall be equipped and trained as necessary to perform the required security services.
  - b. The primary responsibility of this post shall be to provide monitoring of security alarm systems associated with the Munro facility and BPA's NERC CIP facilities, to include associated CCTV systems and remote security systems at all hours and under all conditions (similar to Ross Post 9 & 10). This post shall be familiar with duties related to Ross Posts 9 and 10, providing backup for these posts when necessary. This post shall interact with local site and field personnel regarding access control and security issues following established procedures approved by OSCO relating to MCC/MSD as well as monitored field sites.
3. Designated Shifts
  - a. This post shall be manned in three 8-hour shifts as follows:
    - i. Shift One: 0000 – 0800
    - ii. Shift Two: 0800 – 1600
    - iii. Shift Three: 1600 – 0000
4. Post Duties
  - a. Officers shall perform the following:
  - b. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
  - c. Monitor security alarm systems and CCTV systems for all designated NERC CIP sites and facilities, in addition to the MCC/MSD. Assess and document alarm activity according to established SOP's.
  - d. Maintain familiarity with all Ross Post 9 and Ross Post 10 duties. Provide backup as necessary for monitoring facilities and sites falling under the responsibility of Ross Post 9 and Ross Post 10.
  - e. Use established SOP's and procedures for responding to emergency situations or alarm activations, to include those alarms associated with NERC CIP facilities. Dispatch appropriate patrols and contact the local regional emergency communications agency (911) to request response from outside agencies for situations at the MSD/MCC complex. The Security Supervisor, Contract Manager and OSCO shall be notified when outside agencies are contacted to respond.
  - f. Notify local law enforcement, Security Supervisor, the Contract Manager, and OSCO in the event of suspicious or criminal activities in accordance with Standard Operating Procedures.
  - g. Follow established procedures relating to NERC CIP sites and contact the appropriate BPA Control Center (Dittmer or Munro) in response to alarms or other emergency situations occurring at field sites.

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

iii. Munro Post 2, Supervisor/Patrol

1. Description of Post

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

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

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

## 2. Designated Shifts

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

## 3. Post Duties

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

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

4. Vehicle Barriers and Security Procedures

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

vi. SECURITY OFFICER DEPLOYMENT

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



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

ii. Notification

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

iii. Training

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

iv. Equipment

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

v. Post Duties

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

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

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

vi. Discharge of Firearms

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

vii. PERFORMANCE ASSURANCE

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

- i. The Contractor shall develop, review and or adapt methodology, requirements, documentation methods, and testing material to conduct initial security post certifications as well as annual (recurring) security post certification training specific to the BPA Security Services Contract implemented within 90 calendar days of the award of the contract.
    - ii. At a minimum, initial security post certifications shall include task knowledge/task performance certification based on the applicable security post JTA as well as written testing. This shall apply for new hires and existing security officers newly assigned to a security post.
    - iii. Annual security post certifications shall include at a minimum written knowledge testing of specific post procedures for all security officers posted. Similar posts may use the same quality control testing.
    - iv. Security post certification methodology shall be hierarchical and must be approved in advance by the COR.
  - iv. Self-Assessments
    - i. The Contractor shall conduct annual self-assessments relating to security posts, post duties, and security training, security firearms training, and firearms safety.
    - ii. Self-assessments must identify findings, if applicable, and corrective actions.
    - iii. The Contractor shall track and follow-up on corrective actions in an effort to close identified findings.
    - iv. The Contractor shall notify the COR upon the initiation of a self-assessment and shall provide to the COR the written self-assessment report in an electronic format within 20 business days of assessment completion.
  - v. Performance Testing
    - i. The Contractor shall develop methodology as part of their internal Quality Control Program to implement, document, and maintain performance testing (e.g. alarm response performance tests and limited scope performance tests) for the security force carried out by Contractor assigned personnel: Contract Manager, Contract Quality Control personnel or designated security supervisors.
    - ii. Performance testing methodology shall include an applicable safety plan which shall be approved in advance by the COR before implementation.
    - iii. Performance testing methodology shall be finalized for approval within 120 calendar days following award of the contract.
    - iv. Once finalized and implemented, written records of performance testing shall be forwarded to the COR.
    - v. Limited Scope Performance testing shall be performed a minimum of twice a month and documented. Documentation shall include evaluation criteria/objectives, results, and corrective actions needed, if applicable.
- viii. PERFORMANCE EVALUATIONS
  - i. The CO and COR shall meet with Contractor senior personnel assigned to support the contract in-person or via phone not less than annually to discuss results of BPA quality control findings and overall performance.
  - ii. The Contractor shall provide a plan for corrective actions within 5 calendar days following notification from the CO or COR of corrective action, poor performance or failure to perform. The Contractor must provide information on actions to be taken and expected completion date and notification when corrective actions are completed.



**APPENDIX 1 – SUBCONTRACTING PLAN**

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



## **APPENDIX 2 – COLLECTIVE BARGAINING AGREEMENT**

The full text collective bargaining agreement, signed 8/19/2019, is located in the official file. This page is intentionally left blank.

UNITED STATES  
GOVERNMENT

CONTRACT



E-Mail Invoice To: [ajreiter@bpa.gov](mailto:ajreiter@bpa.gov)

Contract : 00080004  
Release :  
Page : 1

Vendor:

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

Please Direct Inquiries to:

CODY L. RODRIGUEZ  
Title: CONTRACT SPECIALIST  
Phone: 503-230-4262  
E-Mail: [clrodriguez@bpa.gov](mailto:clrodriguez@bpa.gov)

Attn: MATTHEW REESER

Contract Title: BPA SECURITY SERVICES

Total Value : (b) (4)  
Pricing Method: FIRM FIXED PRICE  
Performance Period: 09/01/18 - 09/30/20

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

(b)(6)

Contractor Signature  
Neil Marau, Chief Administrative Officer

Printed Name/Title

1/9/20

Date Signed

(b)(6)

BPA Contracting Officer  
1/9/2020

Date Signed

Title : OPTION PERIOD 1 PRICE ADJUSTMENT

Modification: 004

Modified Performance Period:

Modification Value:

Pricing Method :

(b) (4)

# MODIFICATION/REVISION CONTINUATION PAGE

Page 2 of 110

## I. MUST CHECK ONE

- ☐ A. THIS CHANGE ORDER OR OTHER UNILATERAL CHANGE IS ISSUED PURSUANT TO: *(Specify authority)*
- ☐ B. ADMINISTRATIVE CHANGE SET FORTH IN ITEM II: *(Such as typographical errors, funding data, etc.)*
- ☒ C. THIS CONTRACTUAL MODIFICATION IS ISSUED PURSUANT TO: *(Specify authority)*  
BPI 10-4 Fair Labor and Service Contract Labor Standards – Price Adjustment and 28-6 Changes

## II. DESCRIPTION OF MODIFICATION/REVISION

The purpose of this modification is to increase contract prices due to cost increases resulting in CBA changes, previous scope changes resulting in increased contractor costs and formula errors in previous contractor modification submissions resulting in unintended contractor price rates. In addition, this modification corrects errors in schedule of pricing totals introduced by modification 003. Changes are made bilaterally in accordance with BPI 10-4 Fair Labor and Service Contract Labor Standards – Price Adjustment and 28-6 Changes. The following changes are made by this modification:

- A. An error was identified in the schedule of prices created by modification 003 within the Base and Exercised Options Total and Base and All Options Total, which did not reflect accurate values. The correct Base and Exercised Options Total value for modification 003 is \$ (b) (4). The correct Base and All Options Total value for modification 003 is \$ (b) (4).
- B. Option Periods 1 - 4 prices are increased by (b) (4) from (b) (4) respectively.
- C. As a result of the changes stated above, the contract Base and Exercised Options Total is increased by (b) (4). The contract base plus all options total is increased by (b) (4).
- D. No additional changes are made by this modification. All other terms and conditions remain unchanged and in full effect.

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## UNIT 1 — COMMERCIAL

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

- (a) This is a Firm Fixed Price (FFP) contract for eleven months with options to extend for four pre-priced one-year option periods. By signing the contract cover page, Bonneville and the Contractor agree, subject to the attached terms and conditions, the Contractor shall sell to Bonneville the services identified herein at the prices set forth in the Schedule of Pricing.
- (b) This contract shall become effective upon receipt of the signed contract and shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience. Bonneville may extend the term of the base contract by exercising the pre-priced option, if any, by giving written notice to the Contractor.

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

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

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

CLIN	Description	Unit	Quantity	Unit Price	Price
<b>Base Period: 11/1/2018 - 09/30/2019</b>					
0001	Headquarters Complex Security Posts; 11/1/2018 - 09/30/2019	MO	11	(b) (4)	
0002A	Ross Complex Security Posts; 11/1/2018 - 01/31/2019	MO	3		
0002B	Ross Complex Security Posts; 02/1/2019 - 09/30/2019	MO	8		
0003	Park Place Complex Security Posts	MO	11		
0004	Eugene Starr Complex Security Posts	MO	11		
0005	Munro Complex Security Posts	MO	11		
0006	Deployment and Urgent Security Services OR				
0006A	Security Officer, Unarmed – Standard Rate	HR			
0006B	Security Officer, Armed – Standard Rate	HR			
0006C	Security Officer, Supervisor – Standard Rate	HR			
0006D	Alarm Monitor – Standard Rate	HR			
0006E	Security Officer, Unarmed – Overtime Rate	HR			
0006F	Security Officer, Armed – Overtime Rate	HR			
0006G	Security Officer, Supervisor – Overtime Rate	HR			
0006H	Alarm Monitor – Overtime Rate	HR			
0007	Deployment and Urgent Security Services WA				

CLIN	Description	Unit	Quantity	Unit Price	Price
0007A	Security Officer, Unarmed – Standard Rate	HR		(b)	(4)
0007B	Security Officer, Armed – Standard Rate	HR			
0007C	Security Officer, Supervisor – Standard Rate	HR			
0007D	Alarm Monitor – Standard Rate	HR			
0007E	Alarm Monitor, Supervisor – Standard Rate	HR			
0007F	Security Officer, Unarmed – Overtime Rate	HR			
0007G	Security Officer, Armed – Overtime Rate	HR			
0007H	Security Officer, Supervisor – Overtime Rate	HR			
0007I	Alarm Monitor – Overtime Rate	HR			
0007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
0008	Travel Costs IAW FTR				
Option Period 1: 10/1/2019 - 9/30/2020					
1001	Headquarters Complex Security Posts 10/1/2019 – 11/30/2019	MO	2	(b)	(4)
1002	Ross Security Posts 10/1/2019 – 11/30/2019	MO	2		
1003	Park Place Security Posts 10/1/2019 – 11/30/2019	MO	2		
1004	Eugene Starr Complex Security Posts 10/1/2019 – 11/30/2019	MO	2		
1005	Munro Security Posts 10/1/2019 – 11/30/2019	MO	2		
1006	Deployment and Urgent Security Services OR				
1006A	Security Officer, Unarmed – Standard Rate 10/1/2019 – 11/30/2019	HR			
1006B	Security Officer, Armed – Standard Rate 10/1/2019 – 11/30/2019	HR			
1006C	Security Officer, Supervisor – Standard Rate 10/1/2019 – 11/30/2019	HR			
1006D	Alarm Monitor – Standard Rate 10/1/2019 – 11/30/2019	HR			
1006E	Security Officer, Unarmed – Overtime Rate 10/1/2019 – 11/30/2019	HR			
1006F	Security Officer, Armed – Overtime Rate 10/1/2019 – 11/30/2019	HR			
1006G	Security Officer, Supervisor – Overtime Rate 10/1/2019 – 11/30/2019	HR			
1006H	Alarm Monitor – Overtime Rate 10/1/2019 – 11/30/2019	HR			
1006I	Security Officer, Unarmed – Standard Rate 12/1/2019 – 9/30/2020	HR			
1006J	Security Officer, Armed – Standard Rate 12/1/2019 – 9/30/2020	HR			
1006K	Security Officer, Supervisor – Standard Rate 12/1/2019 – 9/30/2020	HR			
1006L	Alarm Monitor – Standard 12/1/2019 – 9/30/2020	HR			



CLIN	Description	Unit	Quantity	Unit Price	Price
1006M	Security Officer, Unarmed – Overtime Rate 12/1/2019 – 9/30/2020	HR		(b) (4)	
1006N	Security Officer, Armed – Overtime Rate 12/1/2019 – 9/30/2020	HR			
1006O	Security Officer, Supervisor – Overtime Rate 12/1/2019 – 9/30/2020	HR			
1006P	Alarm Monitor – Overtime Rate 12/1/2019 – 9/30/2020	HR			
1007	Deployment and Urgent Security Services WA				
1007A	Security Officer, Unarmed – Standard Rate 10/1/2019 – 11/30/2019	HR			
1007B	Security Officer, Armed – Standard Rate 10/1/2019 – 11/30/2019	HR			
1007C	Security Officer, Supervisor – Standard Rate 10/1/2019 – 11/30/2019	HR			
1007D	Alarm Monitor – Standard Rate 10/1/2019 – 11/30/2019	HR			
1007E	Alarm Monitor, Supervisor – Standard Rate 10/1/2019 – 11/30/2019	HR			
1007F	Security Officer, Unarmed – Overtime Rate 10/1/2019 – 11/30/2019	HR			
1007G	Security Officer, Armed – Overtime Rate 10/1/2019 – 11/30/2019	HR			
1007H	Security Officer, Supervisor – Overtime Rate 10/1/2019 – 11/30/2019	HR			
1007I	Alarm Monitor – Overtime Rate 10/1/2019 – 11/30/2019	HR			
1007J	Alarm Monitor, Supervisor – Overtime Rate 10/1/2019 – 11/30/2019	HR			
1007K	Security Officer, Unarmed – Standard Rate 12/1/2019 – 9/30/2020	HR			
1007L	Security Officer, Armed – Standard Rate 12/1/2019 – 9/30/2020	HR			
1007M	Security Officer, Supervisor – Standard Rate 12/1/2019 – 9/30/2020	HR			
1007N	Alarm Monitor – Standard Rate 12/1/2019 – 9/30/2020	HR			
1007O	Alarm Monitor, Supervisor – Standard Rate 12/1/2019 – 9/30/2020	HR			
1007P	Security Officer, Unarmed – Overtime Rate 12/1/2019 – 9/30/2020	HR			
1007Q	Security Officer, Armed – Overtime Rate 12/1/2019 – 9/30/2020	HR			
1007R	Security Officer, Supervisor – Overtime Rate 12/1/2019 – 9/30/2020	HR			
1007S	Alarm Monitor – Overtime Rate 12/1/2019 – 9/30/2020	HR			
1007T	Alarm Monitor, Supervisor – Overtime Rate 12/1/2019 – 9/30/2020	HR			
1008	Travel Costs IAW FTR				
1009	Headquarters Complex Security Posts 12/1/2019 – 9/30/2020	MO	10		

CLIN	Description	Unit	Quantity	Unit Price	Price
1010	Ross Security Posts 12/1/2019 – 9/30/2020	MO	10	(b)	(4)
1011	Park Place Security Posts 12/1/2019 – 9/30/2020	MO	10		
1012	Eugene Starr Complex Security Posts 12/1/2019 – 9/30/2020	MO	10		
1013	Munro Security Posts 12/1/2019 – 9/30/2020	MO	10		
1014	Cost Reimbursement for October and November 2019 Price Adjustment				
				Option	
Option Period 2: 10/1/2020 - 9/30/2021					
2001	Headquarters Complex Security Posts	MO	12		
2002	Ross Security Posts	MO	12		
2003	Park Place Security Posts	MO	12		
2004	Eugene Starr Complex Security Posts	MO	12		
2005	Munro Security Posts	MO	12		
2006	Deployment and Urgent Security Services OR				
2006A	Security Officer, Unarmed – Standard Rate	HR			
2006B	Security Officer, Armed – Standard Rate	HR			
2006C	Security Officer, Supervisor – Standard Rate	HR			
2006D	Alarm Monitor – Standard Rate	HR			
2006E	Security Officer, Unarmed – Overtime Rate	HR			
2006F	Security Officer, Armed – Overtime Rate	HR			
2006G	Security Officer, Supervisor – Overtime Rate	HR			
2006H	Alarm Monitor – Overtime Rate	HR			
2007	Deployment and Urgent Security Services WA				
2007A	Security Officer, Unarmed – Standard Rate	HR			
2007B	Security Officer, Armed – Standard Rate	HR			
2007C	Security Officer, Supervisor – Standard Rate	HR			
2007D	Alarm Monitor – Standard Rate	HR			
2007E	Alarm Monitor, Supervisor – Standard Rate	HR			
2007F	Security Officer, Unarmed – Overtime Rate	HR			
2007G	Security Officer, Armed – Overtime Rate	HR			
2007H	Security Officer, Supervisor – Overtime Rate	HR			
2007I	Alarm Monitor – Overtime Rate	HR			
2007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
2008	Travel Costs IAW FTR				
				Option	
Option Period 3: 10/1/2021 - 9/30/2022					
3001	Headquarters Complex Security Posts	MO	12		



CLIN	Description	Unit	Quantity	Unit Price	Price
3002	Ross Security Posts	MO	12	(b) (4)	(4)
3003	Park Place Security Posts	MO	12		
3004	Eugene Starr Complex Security Posts	MO	12		
3005	Munro Security Posts	MO	12		
3006	Deployment and Urgent Security Services OR				
3006A	Security Officer, Unarmed – Standard Rate	HR			
3006B	Security Officer, Armed – Standard Rate	HR			
3006C	Security Officer, Supervisor – Standard Rate	HR			
3006D	Alarm Monitor – Standard Rate	HR			
3006E	Security Officer, Unarmed – Overtime Rate	HR			
3006F	Security Officer, Armed – Overtime Rate	HR			
3006G	Security Officer, Supervisor – Overtime Rate	HR			
3006H	Alarm Monitor – Overtime Rate	HR			
3007	Deployment and Urgent Security Services WA				
3007A	Security Officer, Unarmed – Standard Rate	HR			
3007B	Security Officer, Armed – Standard Rate	HR			
3007C	Security Officer, Supervisor – Standard Rate	HR			
3007D	Alarm Monitor – Standard Rate	HR			
3007E	Alarm Monitor, Supervisor – Standard Rate	HR			
3007F	Security Officer, Unarmed – Overtime Rate	HR			
3007G	Security Officer, Armed – Overtime Rate	HR			
3007H	Security Officer, Supervisor – Overtime Rate	HR			
3007I	Alarm Monitor – Overtime Rate	HR			
3007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
3008	Travel Costs IAW FTR				
				Option	
Option Period 4: 10/1/2022 - 9/30/2023					
4001	Headquarters Complex Security Posts	MO	12		
4002	Ross Security Posts	MO	12		
4003	Park Place Security Posts	MO	12		
4004	Eugene Starr Complex Security Posts	MO	12		
4005	Munro Security Posts	MO	12		
4006	Deployment and Urgent Security Services OR				
4006A	Security Officer, Unarmed – Standard Rate	HR			
4006B	Security Officer, Armed – Standard Rate	HR			
4006C	Security Officer, Supervisor – Standard Rate	HR			
4006D	Alarm Monitor – Standard Rate	HR			
4006E	Security Officer, Unarmed – Overtime Rate	HR			
4006F	Security Officer, Armed – Overtime Rate	HR			



CLIN	Description	Unit	Quantity	Unit Price	Price
4006G	Security Officer, Supervisor – Overtime Rate	HR			
4006H	Alarm Monitor – Overtime Rate	HR			
4007	Deployment and Urgent Security Services WA				
4007A	Security Officer, Unarmed – Standard Rate	HR			
4007B	Security Officer, Armed – Standard Rate	HR			
4007C	Security Officer, Supervisor – Standard Rate	HR			
4007D	Alarm Monitor – Standard Rate	HR			
4007E	Alarm Monitor, Supervisor – Standard Rate	HR			
4007F	Security Officer, Unarmed – Overtime Rate	HR			
4007G	Security Officer, Armed – Overtime Rate	HR			
4007H	Security Officer, Supervisor – Overtime Rate	HR			
4007I	Alarm Monitor – Overtime Rate	HR			
4007J	Alarm Monitor, Supervisor – Overtime Rate	HR			
4008	Travel Costs IAW FTR				
Option					
Transition Option: 9/1/2018 - 10/31/2018					
5001	Physical Security Transition Services	MO	2		
Base and Exercised					
Base and All					

(b) (4)

**INVOICE (28-3)**  
**(OCT 2014) BPI 28.3.4(G))**

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

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

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

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

Bonneville Power Administration	email: <a href="mailto:VendorMaintenance@bpa.gov">VendorMaintenance@bpa.gov</a>
PO Box 491	phone: 360-418-2800
ATTN: NSTS-MODW Vendor Maintenance	fax: 360-418-8904
Vancouver, WA 98666-0491	
- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that Bonneville has otherwise overpaid on a contract financing or invoice payment, the Contractor shall:
- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the –
    - (A) Circumstances of the overpayment (e.g. duplicate payment, erroneous payment, liquidation error, date(s) of overpayment);
    - (B) Affected contract number and delivery order number, if applicable;
    - (C) Affected contract line item or subline item, if applicable; and
    - (D) Contractor point of contact.
  - (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6) Interest.
- (i) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of Treasury as provided in Section 611 of the Contracts Disputes Act of 1978 (Public Law 95-563)(41 U.S.C. 7101-7109), which is applicable to the period in which the amount becomes due, as provided in (a)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
  - (ii) Bonneville may issue a demand for payment to the Contractor upon finding that a debt is due under the contract.
  - (iii) Final decision. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if:
    - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
    - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
    - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.



- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
  - (A) The date fixed under this contract.
  - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on –
  - (A) The date on which the designated office receives payment from the Contractor;
  - (B) The date of issuance of a Bonneville check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
  - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

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

- (a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:
  - (1) Hourly rate.
    - (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
    - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
    - (iii) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.
    - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
    - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
      - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
      - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
      - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
  - (2) Materials.
    - (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
      - (A) Quantities being acquired; and
      - (B) Any modifications necessary because of contract requirements.
    - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
      - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

- (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (iii) To the extent able, the Contractor shall –
  - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
  - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
  - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause: Travel Costs in accordance with the Federal Travel Regulations.
  - (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: None.
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
  - (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
  - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
    - (i) The original timecards (paper-based or electronic);
    - (ii) The Contractor's timekeeping procedures;
    - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
    - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
  - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—
    - (i) Any invoices or subcontract agreements substantiating material costs; and
    - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30

days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—

- (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
    - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
    - (ii) Affected contract number and delivery order number, if applicable;
    - (iii) Affected contract line item or subline item, if applicable; and
    - (iv) Contractor point of contact.
  - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)
- (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
  - (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
  - (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
    - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
    - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
    - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
  - (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
  - (5) Amounts shall be due at the earliest of the following dates:
    - (i) The date fixed under this contract.
    - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
  - (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
    - (i) The date on which the designated office receives payment from the Contractor;
    - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
    - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
  - (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
  - (8) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
  - (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.
    - (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.



- (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
- (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).
  - (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
  - (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
  - (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration  
PO Box 491  
ATTN: NSTS-MODW Vendor Maintenance  
Vancouver, WA 98666-0491

email: [VendorMaintenance@bpa.gov](mailto:VendorMaintenance@bpa.gov)  
phone: 360-418-2800  
fax: 360-418-8904

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

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

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

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

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

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e)
  - (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
    - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
    - (ii) Terminate this contract for cause.
  - (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
  - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
  - (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

**CHANGES (28-6)**  
**(JUL 2013)(BPI 28.3.4(L))**

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

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

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
  - (1) Cancel the stop work order; or
  - (2) Terminate the work covered by the order as provided in the Termination for Bonneville's Convenience clause of this contract.
- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
  - (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of Bonneville, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

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

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

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

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

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

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

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

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

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

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

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

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



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

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

**DISPUTES (28-13)**  
**(JUL 2013)(BPI 28.3.4(U))**

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

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

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

**TITLE (28-16)**  
**(MAR 2018)(BPI 28.3.4(X))**

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

**TAXES (28-17)**  
**(JUL 2013)(BPI 28.3.4(Y))**

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

**ASSIGNMENT (28-18)**  
**(MAR 2018) (BPI 28.3.4(Z))**

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

**OTHER COMPLIANCES (28-19)**  
**(JUL 2013)(BPI 28.3.4(AA))**

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

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

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



**APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:**

- (a) The following clauses are applicable to all contracts and solicitations:
- (1) Organizational Conflicts of Interest (Clause 3-2)
  - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
  - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
  - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
  - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
  - (6) Restriction on Certain Foreign Purchases (Clause 9-8)
  - (7) Combating Trafficking in Persons (Clause 10-25)
  - (8) Printing (Clause 11-9)
  - (9) Ozone Depleting Substances (Clause 15-7)
  - (10) Refrigeration Equipment (Clause 15-8)
  - (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
  - (12) Recovered Materials (Clause 15-10)
  - (13) Bio-Based Materials (Clause 15-11)
  - (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
  - (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
  - (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
    - (i) Work performed outside the United States by employees who were not recruited within the United States; or
    - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
  - (17) Equal Opportunity (Clause 10-1) except under the following conditions –
    - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
    - (ii) Work performed outside the United States by employees who were not recruited within the United States;
    - (iii) Individuals (as opposed to a firm with multiple employees); or
    - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
  - (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
  - (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
    - (i) Civil aircraft and related articles;
    - (ii) Supplies subject to trade agreement thresholds; or
    - (iii) Commercial IT equipment and supplies.
  - (20) Examination of Records.
    - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
      - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
      - (B) Interview any officer or employee regarding such transactions.
    - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
    - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

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

**ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS**

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

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

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

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

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

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

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

## UNIT 2 – OTHER CLAUSES

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

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

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

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

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

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

Bonneville may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by advance written notice to the Contractor within 60 calendar days.



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

- (a) Bonneville may extend the term of this contract by advance written notice to the Contractor within 60 calendar days; provided that Bonneville gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit Bonneville to an extension.
- (b) If Bonneville exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause; shall not exceed 5 years and 7 months.

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

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

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

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



benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

- (2)
- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
  - (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
  - (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
  - (iv) Establishing rates.
    - (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
    - (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
    - (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.
  - (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour

- Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
- (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
- (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
- (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
- (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
- (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary,

hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records.

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

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
  - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
  - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
  - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
  - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
  - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
  - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
  - (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
  - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received):

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

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

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

**SERVICE CONTRACT WAGE DETERMINATION (10-5)  
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated by reference into the contract, and are identified as follows:

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



**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)**  
**(OCT 2014) (BPI 10.1.8.3)**

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
  - (1) Normally performs support work, such as indirect or overhead functions; and
  - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
  - (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
    - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
    - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
    - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
  - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
    - (i) All new employees.
      - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
      - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or
    - (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
  - (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
  - (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
    - (i) Enrollment in the E-Verify program; or
    - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
  - (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
    - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.

- (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
  - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
  - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
  - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
  - (1) Is for:
    - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
    - (ii) Construction.
  - (2) Has a value of more than \$3,000; and
  - (3) Includes work performed in the United States.

**PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)  
(MAR 2018) (BPI 10.1.12.9)**

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
  - “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
  - “Employee” –
    - (1)
      - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and
        - (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
        - (B) Including employees who qualify for an exemption from the Fair Labor Standards Act’s minimum wage and overtime provisions,
        - (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
      - (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor’s Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
    - (2)
      - (i) An employee performs “on” a contract if the employee directly performs the specific services called for by the contract; and
      - (ii) An employee performs “in connection with” a contract if the employee’s work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

“Individual related by blood or affinity whose close association with the employees is the equivalent of a family relationship” has the meaning given in 29 CFR 13.2.

“Multiemployer” plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
  - (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
  - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave.* The Contractor shall –
  - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
  - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
  - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
  - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
  - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
  - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
  - (1) Any pay and/or benefits denied or lost by reason of the violation;
  - (2) Other actual monetary losses sustained as a direct result of the violation; and
  - (3) Liquidated damages.
- (f) *Payment suspension/contract termination/contractor debarment.*
  - (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
  - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
  - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) *Recordkeeping.*
  - (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

- (i) Name, address, and social security number of each employee.
  - (ii) The employee's occupation(s) or classification(s).
  - (iii) The rate or rates of wages paid (including all pay and benefits provided).
  - (iv) The number of daily and weekly hours worked.
  - (v) Any deductions made.
  - (vi) The total wages paid (including all pay and benefits provided) each pay period.
  - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
  - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
  - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
  - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
  - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
  - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
  - (xiii) The relevant contract.
  - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
  - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
- (2)
- (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
  - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.
- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
- (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.
  - (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply



- to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
- (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
  - (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
  - (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
  - (j) **Interference/discrimination.**
    - (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
      - (i) Miscalculating the amount of paid sick leave an employee has accrued;
      - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
      - (iii) Discouraging an employee from using paid sick leave;
      - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
      - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
      - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
      - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
    - (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
      - (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
      - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
      - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
      - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
  - (k) **Notice.** The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.
  - (l) **Disputes concerning labor standards.** Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
  - (m) **Subcontracts.** The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

**POST AWARD ORIENTATION (14-19)**  
**(SEP 2007)(BPI 14.5.3.3)**

The successful offeror will be required to participate in a post award orientation as designated by the Contracting Officer.



**COMPUTER FRAUD AND ABUSE ACT (14-21)**  
**(MAR 2018)(BPI 14.14.1)**

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

**SUBCONTRACTS (14-7)**  
**(MAR 2018)(BPI 14.9.1)**

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

**CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)**  
**(MAR 2018)(BPI 14.1.5)**

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

**BANKRUPTCY (14-18)**  
**(OCT 2005)(BPI 14.19.3)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

**CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)**  
**(MAR 2018)(BPI 15.3.1.1(A))**

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:
  - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
  - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
  - (3) Firearms and Other Weapons (BPAM 1086),
  - (4) Standards of conduct regarding transmission information (BPI 3.2),
  - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
  - (6) Information Protection (Bonneville Policy 433-1),
  - (7) Safeguards and Security Program (Bonneville Policy 430-1);
  - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
  - (9) Cyber Security Program(Bonneville Policy 434-1),
  - (10)Business Use of Bonneville Technology Services (BPAM Chapter 1110),

- (11) Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
  - (12) Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
  - (13) Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
  - (14) Preservation of property (41 CFR § 102-74.380),
  - (15) Compliance with Signs and Directions (41 CFR § 102-74.385),
  - (16) Disturbances (41 CFR § 102-74.390),
  - (17) Gambling Prohibited (41 CFR § 102-74.395),
  - (18) Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
  - (19) Posting and Distributing Materials (41 CFR § 102-74.415)
  - (20) Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
  - (21) Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

**HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (15-6)**  
**(MAR 2018)(BPI 15.4.2)**

- (a) The Contractor agrees to submit a Material Safety Data Sheet (Department of Labor Form OSHA-20), as prescribed in Federal Standard No. 313C, for all hazardous material 5 days before delivery of the material whether or not it is listed in Appendix A of the Standard. This obligation applies to all materials delivered under this contract which will involve exposure to hazardous materials or items containing these materials.
- (b) "Hazardous material," as used in this clause, is as defined in Federal Standard, No. 313C, in effect on the date of this contract.
- (c) Neither the requirements of this clause nor any act or failure to act by Bonneville shall relieve the Contractor of any responsibility or liability for the safety of Bonneville, Contractor, or subcontractor personnel or property.
- (d) The Contractor shall comply with applicable Federal, state, and local laws, codes, ordinances, and with regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts at any tier (including purchase orders) under this contract involving hazardous material.

**CONTRACTOR SAFETY AND HEALTH (15-12)**  
**(MAR 2018)(BPI 15.6.4.1(A))**

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.
  - (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
  - (2) The Contractor shall comply with:
    - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
    - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
    - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
    - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.

- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
  - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
  - (2) The Contractor shall follow up each phone call notification with an email to [SafetyNotification@bpa.gov](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. 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 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.

**HOMELAND SECURITY (15-18)**  
**(MAR 2018) (BPI 15.10.3)**

- (a) If any portion of the Contractor's maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to Bonneville to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. Bonneville will notify the Contractor in writing whether or not it can allow an intangible export of Bonneville's Critical Information or if a Deemed Export License is required.
- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to Bonneville Critical Information. Bonneville will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify Bonneville's Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with Bonneville in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. Bonneville may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

**WORK ON A GOVERNMENT INSTALLATION (16-7)**  
**(MAR 2018) (BPI 16.4.8.1)**

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in this contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective –
  - (1) For such period as the laws of the State in which this contract is performed prescribe; or
  - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) Each insurance policy required under this contract, other than workers' compensation insurance, shall contain an endorsement naming the United States as an additional insured with respect to operations performed under this contract. The insurance carrier is required to waive all subrogation rights against any of the named insured.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a

copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

**MINIMUM INSURANCE COVERAGE (16-8)**  
**(MAR 2018) (BPI 16.4.8.2)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$2,000,000 per occurrence.
- (c) Excess / Umbrella general liability insurance of at least \$5,000,000
- (d) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (e) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)**  
**(MAR 2018)(BPI 17.6.2.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under this

contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:

- (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;
  - (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
  - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
  - (4) Bonneville is required by law to disclose, or is subject to FOIA;
  - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
  - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).
- (c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)**  
**(MAR 2018)(BPI 19.8.1)**

In those instances where Bonneville provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless Bonneville from any and all claims and damages or other costs where Bonneville was not at fault.

**RELEASE OF CLAIMS (21-4)**  
**(MAR 2018)(BPI 21.3.10.1)**

After completion of work, and prior to final payment, the Contracting Officer may, at his or her option, require the Contractor to furnish a release of claims against Bonneville arising out of the contract, other than claims specifically excepted from the operation of the release.

**CONTINUITY OF SERVICES (23-1)**  
**(MAR 2018)(BPI 23.1.7(A))**

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

**KEY PERSONNEL (23-2)**  
**(SEP 1998)(BPI 23.1.7(B))**

The personnel listed below are considered to be essential to the work being performed hereunder. No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(b) (6)

## UNIT 4 — STATEMENT OF WORK

- A) General Information
  - 1) Introduction
  - 2) Background
  - 3) Place of Performance
  - 4) Government-Furnished Materials and Equipment
  - 5) Contractor-Furnished Materials and Equipment
  - 6) Federal Holidays
  - 7) Acronym Definitions
  - 8) Documentation
- B) Work and Service Requirements
  - 1) General Requirements
  - 2) Security Clearance Requirements
  - 3) Required Documentation Prior to Award
  - 4) Standard Operating Procedures
  - 5) Certifications and Credentials
  - 6) Contractor Furnished Training
  - 7) Contract Employee Requirements
  - 8) Duties of the Contractor
  - 9) Weapons Requirements
  - 10) Company Representatives and Supervision
  - 11) Security Supervisor Procedures And Duties
  - 12) General Security Officer Conduct
  - 13) Deliverables and Performance
  - 14) Shift and Post Requirement
  - 15) Safety Requirements
- C) Security Service for the BPA Headquarters Complex
- D) Security Service for the Ross Complex
- E) Security Service for the BPA Park Place Leased Office Complex
- F) Security Service for the Eugene Starr Complex
- G) Security Service for the Munro Complex
- H) Security Service Deployment to Energized Facilities
- I) Performance Assurance
- J) Performance Evaluation



## A) GENERAL INFORMATION

### 1) INTRODUCTION

- a. This Statement of Work is for the acquisition of armed security officer services (protective force) at the Bonneville Power Administration (BPA) Headquarters in Portland, Oregon; Ross Complex, located in Vancouver, Washington; Eugene Starr Complex, located in The Dalles, Oregon; Munro Complex in Mead, Washington; and other BPA facilities or properties as security needs arise.
- b. The services provided are commensurate with the duties of a Guard I (limited use of Guard I), Guard II and Alarm Monitor as defined under the Protective Service Occupations category of the Department of Labor (DOL) document titled, "Service Contract Act Directory of Occupations." Therefore, services offered by the Contractor must stipulate use of Guard I and Guard II, and Alarm Monitor personnel exclusively. Any employment of Guard I personnel during the performance of the contract other than that specified in the Statement of Work and allowed by the temporary exception outlined in section 13.b, Certifications and Credentials or authorized by the CO or COR prior to the posting occurring, may be considered grounds for termination for default.
- c. This Statement of Work (SOW) is for the sole use of the security services provider (Contractor) and Bonneville Power Administration in order to administer this security services contract. All information, procedures, requirements, instructions and descriptions of duties contained in the SOW shall be protected from unauthorized disclosure, distribution, copying, other duplication, electronic transmission, and any other form of unauthorized use. This SOW shall not be provided in part or in full to any person, company, agency, representative or any other element without the express written consent of the Contracting Officer. This document is identified as Critical Information. Under BPA's Information Protection Guidance, it is not required to be marked; however, controlled distribution and information security protections are required.
- d. The execution of this SOW will be under the supervision of the Bonneville Power Administration's (BPA's) Office of Security and Continuity of Operations (OSCO), under the direction of the Chief Security and Continuity Officer (CSCO).

### 2) BACKGROUND

- a. The Bonneville Power Administration (hereinafter referred to as "BPA") is a federal agency, within the U.S. Department of Energy, that markets wholesale electrical power and operates and markets transmission services in the Pacific Northwest. The wholesale electrical power marketed by BPA comes from 31 federal hydro projects in the Columbia River Basin, one nonfederal nuclear plant and several other small nonfederal power plants. BPA's customers include publicly owned and investor-owned utilities, as well as some large industries. BPA also sells or exchanges power with utilities in Canada and the Western United States. Revenue earned by BPA helps it fulfill public responsibilities that include low-cost and reliable power and investments in energy conservation and renewable resources.
- b. As a major provider of electrical power throughout the Pacific Northwest, BPA's resources are critical to the agency continuing to meet its mission essential function, providing Federal power to load in a reliable manner. As such, BPA is required to develop and implement security strategies to protect critical infrastructure, key resources, and personnel to ensure the accomplishment of BPA's mission. The intent of these strategies are to prevent the exploitation, incapacitation, or destruction of BPA's infrastructures and resources. Accordingly, BPA's hydro-electric grid is identified as critical to the economic prosperity, national defense, and quality of life of the United States. Therefore, BPA seeks a partnership with a security provider who is equipped and prepared to play a vital role in supporting the protection of BPA's portion of the nation's critical energy infrastructure.

### 3) PLACE OF PERFORMANCE

- a. The Contractor shall provide security officer services at the BPA's facilities at the following locations:
- b. BPA Headquarters building, located at 905 NE 11th Avenue, Portland, OR 97232
- c. BPA Ross Complex, located at 5411 NE Highway 99, Vancouver, Washington 98663

- d. Eugene Starr Complex, located in The Dalles, Oregon
- e. Munro Complex, located in Mead, Washington
- f. Other locations within the BPA Regional Service Area as deemed necessary by BPA

4) GOVERNMENT-FURNISHED MATERIALS AND EQUIPMENT

- a. BPA will provide facilities, workstations, computers, printers, and other associated equipment for security officer and security supervisor use.
- b. BPA will provide maps, floor plans and information to build security operating procedures to the Contractor as needed for distribution to appropriate posts and personnel. The Contractor must maintain these materials in the post books. The Contractor must protect this information in accordance with BPA Information Protection Program standards.
- c. BPA will provide a copy of the Emergency Procedures and any call-out rosters, which the Contractor shall maintain at each site. These documents shall be protected in accordance with BPA Information Protection Program standards.

5) CONTRACTOR-FURNISHED MATERIALS AND EQUIPMENT

- a. The Contractor shall furnish all training, quality control, personnel, uniforms, equipment, materials, and supervision to maintain physical security for BPA Headquarters, Ross Complex, Eugene Starr Complex, Munro Complex, employees, and visitors.
- b. The Contractor shall provide the following items of operational equipment:
  - i. One hand-held portable public address system with batteries at HQ, Ross, Eugene Starr and Munro locations
  - ii. One hand-held, battery-operated spotlight with batteries at each complex, HQ, Ross, Eugene Starr and Munro
  - iii. Sufficient communications equipment, to maintain contact with security officers and BPA Local Facilities personnel.
  - iv. One (1) 800 MHz capable hand held radio on each security post. Additionally, base stations compatible with regional emergency services communications systems shall be provided for Headquarters Post 1, , Ross Dittmer AMS, Ross Post 2, (CSB) and Munro AMS.
- c. The Contractor shall furnish Vehicles to meet SOW requirements. Information on vehicles being considered must be submitted to and approved by the BPA OSCO COR prior to use in performance of this contract. Consideration for the selection of patrol vehicles shall include area inclement weather conditions, operating terrain, fuel economy, vehicle purpose, etc. Vehicles designated for deployment purposes must take into account that BPA deployment locations include remote locations accessed via fire roads, and Right of Way access roads that require ability to operate off hardened road surfaces. Any exceptions, changes, or modifications to vehicle requirements during the contract must be approved in advance by the COR and/or CO. Refer to Federal Standard 307 for further guidance
  - i. BPA Headquarters.
    - (a) No vehicles are required
  - ii. Ross Complex
    - (a) Three Vehicles, Two for patrol and one for supervision.
    - (b) All are to be AWD or 4x4
    - (c) Est. Mileage for patrol vehicles 22,000 each, per year
    - (d) Est. Mileage for supervisor vehicle: 35,000 Per year.
  - iii. Park Place office complex
    - (a) One vehicle for patrol duties.

- (b) Est. Mileage: 7,000 miles per year
- iv. Eugene Starr Complex
  - (a) One vehicle for patrol use
  - (b) AWD or 4-wheel drive, compact, extended cab pickup truck or SUV.
  - (c) Est. Mileage: 30,000 Per year
- v. Munro Complex
  - (a) One vehicle for patrol use.
  - (b) AWD or 4-wheel drive, compact, extended cab pickup truck or SUV
  - (c) Est. Mileage: 30,000 Per year
- vi. Spare Deployment Vehicles
  - (a) Two spare vehicles shall be available at all times for emergency deployments to various BPA facilities or higher threat conditions. One of the spare vehicle may be located at the Eugene Starr Complex.
  - (b) AWD or 4-wheel drive, compact, extended cab pickup truck or SUV.
  - (c) Est. Mileage 6,000 per year.
- vii. Vehicle equipment
  - (a) The color of the patrol vehicles shall be consistent with security or law enforcement-type vehicles. Doors on each side of the vehicles shall be marked " Security". In addition to other items deemed necessary by the Contractor, the Contractor must equip vehicles as follows:
  - (b) Light bar with flashing amber lights
  - (c) Spot light (mounted, remotely operated or hand-held portable)
  - (d) Spare tire and tools
  - (e) Traction devices or tires
  - (f) First Aid kit with protective gloves and medical waste receptacle
  - (g) Emergency Road Kit using LED or reflective emergency markers
  - (h) Vehicle mounted radio compatible with regional emergency services communications systems
  - (i) A,B,C Fire extinguisher
- d. Uniform and Equipment
  - i. Uniforms shall be of professional appearance, color-coordinated police/security style uniforms that are standard issue by the Contractor and worn by all security officers and security supervisors. The uniforms for security officers and security supervisors assigned to the Eugene Starr Complex may be a tactical uniform (e.g. – 5.11 Tactical Series or similar) in the color of Khaki. Officers required to have a Non Electrical Worker Access Permit to energized areas must be provided uniforms meeting NFPA requirements for Arc Flash and Energized yard environments as listed in the BPA Accident Prevention Manual and Rules of Conduct Handbook.
  - ii. The following items of clothing and equipment shall be issued to and placed in the care and custody of each employee. Adjustments or changes to these requirements must be approved in advance by the COR.
  - iii. Rain and cold weather gear as required with high visibility security identification located on the front and back.

- iv. A name tag that is professional in appearance with the first initial and last name of the officer to be worn in a consistent location on the uniform.
- v. Duty belt with minimum level 3 retention holster, similar to what Law Enforcement agencies currently use, requiring two separate actions to release retentions and draw the weapon. ex: an SSL sleeve or thumb break combined with a rocking motion, magazine pouch, handcuff pouch, and other equipment approved in advance by the COR.
- vi. Black security or police style duty boots or shoes. Tan security or police style duty boots may be issued for use with Eugene Starr uniforms if khaki color uniforms are selected.
- vii. Officers holding an energized access permit must be provided appropriate foot gear as listed in the BPA Accident Prevention Manual Section A-2 which is as follows: Lace-up, over the ankle leather boots with rigid sole and heel meeting ASTM F 2413-11 with an EH Rating or ASTM F 2413-05, Class 75 with EH rating
- viii. Professional Looking full finger black gloves lined with cut resistant material that meets 29 CFR part 1910 subpart I App B and ANSI / ISEA 105-2016 such as Law Enforcement agencies would provide to LE Officers for cut protection.
- ix. Whistle
- x. Security Officer badge meeting requirements of state laws where performing duty to be worn on the most exterior article of clothing(i.e. uniform shirt, uniform jacket, rain gear or cold weather clothing)
- xi. Gender specific ballistic body armor meeting U.S. Department of Justice National Institute of Justice Standard 0101.06, Classification Type II-A. and meeting OSHA Standard 1910.132
- xii. Sufficient numbers of uniform pants, short sleeve shirts, and long sleeve shirts for each officer to maintain uniform cleanliness and professional appearance.
- xiii. Security/law enforcement style all weather jacket, with high visibility security identification on front and back affording access to their issued duty weapon.
- xiv. Aerosol Defensive spray and carrying pouch of the type and potency that local LE and/or local security companies carry.
- e. At a minimum, the following items of equipment shall be provided to employees for each shift. Additional items deemed necessary by the Contractor must be approved by the COR:
  - i. Handcuffs and handcuff key
  - ii. Aerosol Defensive Spray
  - iii. Flashlight similar to the type Law Enforcement use, capable of being operated with one hand (push button on/off) while using a duty weapon in a high stress environment
  - iv. Semiautomatic Handgun with similar characteristics and performance as Law Enforcement agencies use no less than 9mm
  - v. Ammunition meeting Law Enforcement performance characteristics, no less than 9mm in caliber
  - vi. two magazines, and one round for the chamber. Magazine capacity shall be the maximum allowed by law
  - vii. Handheld Radios compatible with regional emergency services communications systems
  - viii. The Contractor shall provide a secure, lockable cabinet sufficient for the secure storage of weapons at each arming/disarming point. Information pertaining to the proposed weapons storage cabinet shall be submitted to the COR for approval upon award of the contract
  - ix. The Contractor shall provide an approved bullet containment device for issuance of duty weapons at each arming point. Bullet containment devices must be placed in position so the muzzle of any weapon to be cleared is angled down and towards the floor

- x. All Contractor-provided equipment shall be appropriately marked and identified as belonging to the Contractor
- 6) FEDERAL HOLIDAYS
- a. Federal Holidays occurring on Saturdays are observed on the Friday prior, and Federal Holidays occurring on Sundays are observed on the Monday following, 5 U.S.C. 6103 and Office of Personnel Management guidance
  - b. BPA observes the following Federal Holidays:
  - c. New Year's Day January 1<sup>st</sup>
  - d. Martin Luther King Day 3rd Monday in January
  - e. Washington's Birthday 3rd Monday in February
  - f. Memorial Day Last Monday in May
  - g. Independence Day July 4<sup>th</sup>
  - h. Labor Day 1st Monday in September
  - i. Columbus Day 2nd Monday in October
  - j. Veterans' Day November 11<sup>th</sup>
  - k. Thanksgiving Day 4th Thursday in November
  - l. Christmas Day December 25<sup>th</sup>
- 7) ACRONYM DEFINITIONS AND INFORMATIONAL LINKS
- a. Acronyms:
  - b. BMS Room: Building Management System Room. BMS rooms at BPA house critical facilities operations equipment
  - c. HSPD: Homeland Security Presidential Directive
  - d. JTS Room: Joint Tenant Space. Data services and equipment rooms on each floor of BPA HQ, shared by GSA
  - e. PACS: Physical Access Control Systems
  - f. WSO: Weapons Safety Officer. A security officer or security supervisor who is knowledgeable, trained, and designated to oversee weapons issue and arming/disarming of personnel for shift change purposes
- 8) DOCUMENTATION
- a. Codified Federal Regulations (CFRs) [www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl)  
<http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=41.3.1.1.3.22#41:3.1.1.3.22.3.326.3>
  - b. DOE Order 470.4b, Appendix B, Section 1, "Facility Clearances and Registration of Safeguards and Security Activities," and Section 2 "Foreign Ownership, Control or Influence Programs (FOCI)," <https://www.directives.doe.gov/directives-documents/400-series/0470.4-BOrder-b-admchq1>
  - c. Executive Order 12829  
<http://www.archives.gov/isoo/policy-documents/eo-12829.html>
  - d. HSPD-7  
<http://www.dhs.gov/homeland-security-presidential-directive-7>
  - e. HSPD-12  
<http://www.dhs.gov/homeland-security-presidential-directive-12>
  - f. NERC CIP Standard 006



- <http://www.nerc.com/standard006>
- g. Oregon Department of Safety, Standards, and Training (Oregon DPSST)  
<http://www.oregon.gov/DPSST/PS/pages/index.aspx>
- h. Oregon Revised Statutes  
<http://www.leg.state.or.us/ors/>
- i. Privacy Act 1974  
<http://www.justice.gov/opcl/privstat.htm>
- j. Revised Code of Washington (RCW)  
<http://apps.leg.wa.gov/rcw/>
- k. SF 328  
[http://hss.doe.gov/HQSecOp/foreign\\_ownership/FOCI\\_SF328\\_INSTRUCTIONS.pdf](http://hss.doe.gov/HQSecOp/foreign_ownership/FOCI_SF328_INSTRUCTIONS.pdf)  
<http://www.gsa.gov/portal/forms/download/116246>
- l. U.S. Department of Justice National Institute 0101.06
- m. NIJ Standard-0101.06 for Ballistic-Resistance of Body Armor and NIJ Standard-0115.00 for Stab-Resistance of Body Armor
- n. Washington State Criminal Justice Training commission (WSCJTC)  
<https://fortress.wa.gov/cjtc/www/>
- o. Washington State Department of Licensing  
<http://www.dol.wa.gov/business/securityguards/sqgetarmed.html>
- p. 18 USC 793  
<http://codes.lp.findlaw.com/uscode/18/l/37/793>
- q. 18 USC 794  
<http://codes.lp.findlaw.com/uscode/18/l/37/794>
- K) WORK AND SERVICE REQUIREMENTS
- 1) GENERAL REQUIREMENTS
- a. The overall purpose of this contract is to provide an estimated aggregate of approximately 97,688 annual hours of security officer services and approximately 15,776 annual hours of supervisory services for the BPA Headquarters, Ross Complex, Eugene Starr Complex, Munro Complex and other BPA facilities as addressed in this SOW. Additional security services may be requested by BPA for special events, increased security conditions, emergency services, etc. BPA projects requiring approximately 1,000 hours annually for additional security services on an as-needed basis for unforeseen situations.
- b. Security services include but are not limited to the following:
  - i. Armed guard services.
  - ii. Protection of employees, facilities and property.
  - iii. Access control, to include screening of visitors, vehicles, packages.
  - iv. Issuance of visitor badges and enforcement of BPA's ID badge policies.
  - v. Alarm Monitoring Station - operation and monitoring of security alarm systems and CCTV systems across geographically dispersed locations.
  - vi. Operation and monitoring of automated access controls.
  - vii. Observation and monitoring of building and fire warning systems and HVAC system warning panels and controls.

- viii. Response by Security Officers to Security Incidents occurring on BPA owned property.
  - ix. Vehicle patrols of BPA Property and leased space, and interior and exterior foot patrols at designated locations.
  - x. Application of compliance-based security requirements, to include maintenance of records associated with compliance requirements.
  - xi. Application of GSA building regulations.
  - xii. Interface with Federal Protective Service (FPS) and other law enforcement or emergency responders.
- c. BPA Headquarters
- i. The BPA Headquarters is a General Services Administration (GSA), seven-story office structure with three levels of underground parking. The BPA Headquarters building (905 building) and the adjacent 911 federal building comprise the Portland, OR Eastside Federal Complex. The 905 building contains administrative offices for approximately 1,500 federal employees and contractors and is located at 905 NE 11th Avenue, Portland, Oregon
  - ii. BPA partners with the Federal Protective Service (FPS) on security strategies for the Eastside Federal Complex. The FPS is responsible for the protection and security of federal GSA owned property and leased property. In general, FPS operations focus on security and law enforcement activities reducing vulnerability to criminal and terrorist threats. FPS protection and security operations include all-hazards based risk assessments; emplacement of criminal and terrorist countermeasures; law enforcement response; assistance to federal agencies through Facility Security Committees; and emergency and safety education programs
  - iii. FPS contracts security guard services for federal building access control, employee and visitor identification checks, security equipment monitoring, and roving patrols of the interior and exterior of federal property. Through memorandum of agreement, BPA's Office of Security and Continuity of Operations manages and contracts security services for the BPA HQ and works in cooperation with FPS to ensure security for the BPA HQ and Eastside Federal Complex meets both Department of Energy and GSA/DHS building security requirements
- d. BPA Ross Complex
- i. The BPA Ross Complex is located at 5411 NE Highway 99 in Vancouver, Washington. The Ross Complex is situated on a 250 acre industrial complex consisting of 55 individual buildings with approximately 1,100 employees and Contractors assigned. Functions associated with buildings on the Ross Complex include high voltage electrical power distribution, administrative offices, electrical control and dispatching center, auditorium, laboratories, oil pumps, shipping and receiving, storage, scales, gas station, welding and cutting shop, microwave radio transmission equipment, hazardous waste storage, transformer repair, computers, flammables and herbicide storage, and solar power
- e. Eugene Starr Complex
- i. The Eugene Starr Complex, located near The Dalles, Oregon, consists of high voltage substations, equipment maintenance shops and other related support facilities on an 850 acre parcel of land approximately one mile south of The Dalles, Oregon
- f. BPA Park Place Leased Space
- i. The BPA Park Place office complex consists of one or more office buildings leased by BPA and other tenants in Vancouver, Washington. Office space leased by BPA at the Park Place office complex changes as office space needs change within the agency
- g. Munro Complex

- i. located in Mead, WA and consists of the Munro Dispatch Center, Munro Scheduling Center, Bell Electrical Substation, Spokane District Maintenance Headquarters and various office spaces located on 66 acres.
- h. BPA's security force is comprised of numerous posts including stationary access control, vehicle inspection, visitor processing, alarm monitoring, and foot and vehicle patrols. The number, hours, and specific duties of these posts and positions are described in sections related to the posting requirements for each site.
- i. BPA reserves the right to assess security post needs and requirements as the security environment, contingency operations, and security requirements change for the agency. In doing so, BPA may elect to add, eliminate, or modify security posts, post duties, or post hours by bilateral contract modification

## 2) SECURITY CLEARANCE REQUIREMENTS

- a. At a minimum, at least one security supervisor on duty per shift at HQ during core hours (0600-1800) and one security supervisor at the Ross Complex during all shifts shall have a DOE L (SECRET) security clearance or the L clearance in progress following the award of the contract. The Contractor will submit a list of security supervisors that will be submitted for clearance requirements through BPA Personnel Security within 30 calendar days of contract award. BPA will coordinate with the Contractor to submit security supervisor names to obtain DOE L clearances for a sufficient number of security supervisors to meet the above expected BPA need. The Contractor must notify BPA immediately upon discovery of circumstances impacting the security clearance held by a contractor's employee assigned to the BPA Security Services Contract.
- b. Prior to being issued a Department of Energy (DOE) identification badge, employees of the Contractor must accomplish the appropriate Personal Identity Verification (PIV) documentation required under HSPD-12. The PIV process will occur through the Personnel Security organization within BPA's Office of Security and Continuity of Operations (OSCO), who will supply the Contractor the necessary information and forms for this process. Employees of the Contractor must use the issued DOE ID badge for entry into BPA facilities. Proximity cards may also be programmed and issued to security officers for access to other electronically controlled areas.
- c. Documentation of security practices and procedures (pertaining to personnel clearances and the training and reporting they are required to do if they hold a facility clearance and manage cleared personnel)

## 3) DOCUMENTATION REQUIRED PRIOR TO AWARD

- a. Prior to award of this contract, the Contractor shall furnish to the Contracting Officer:
  - i. A Certificate of Authority from the Corporate Division of the Oregon State Department of Commerce
  - ii. A Certificate of Authority from the Washington State Department of Commerce
  - iii. A Certificate of Good Standing from the state in which the firm is incorporated.
  - iv. A facility security clearance from HQ, U.S. Department of Energy pursuant to Executive Order 12829 or equivalent DOD FCL determination.
  - v. The Contracting Officer (CO), or designee (COR), will review the credentials of applicants proposed by the Contractor and reject any employee that, in the opinion of the Government, is not suitable for this contract. Under these circumstances, an appeals process will be provided to the Contractor.

## 4) STANDARD OPERATING PROCEDURES

- a. The Contractor shall review, update and provide to the COR, updated Standard Operating Procedures (SOP's) by December 1, 2018 for the Contractor's operational and administrative use.

BPA will provide information pertaining to procedures and policy in order to assist the Contractor with SOP development.

b. Contents of SOP

- i. The following are examples of SOP content. Specific sections required by BPA will be identified by OSCO, and proposed by the Contract Manager for BPA consideration:
  - (a) Uniforms and standards of appearance.
  - (b) Weapons and equipment issue, safety procedures, and accountability.
  - (c) Functions and duties of the security officers.
  - (d) Security officer authority.
  - (e) Apprehension policies and procedures.
  - (f) Response to bomb threats or suspected IED.
  - (g) Response to intrusion alarms.
  - (h) Response to unauthorized individuals.
  - (i) Response to discovery of prohibited items.
  - (j) Response to fire alarms and building evacuations.
  - (k) Customer Service and Diversity Awareness Training.
  - (l) Access control procedures, including visitors.
  - (m) Response to robberies and other violent crimes.
  - (n) Providing motorist assistance.
  - (o) Providing escort services to employees.
  - (p) Radio communications procedures.
  - (q) Use of force.
  - (r) Report writing.
  - (s) Lost and found property.
  - (t) Building/Gate Security Checks.
  - (u) CCTV monitoring procedures.
  - (v) Alarm monitoring/response procedures.
  - (w) HQ parking procedures.
  - (x) Current issued Post Orders, Access Restrictions (Security Alerts and Access Status Notifications), Operations Bulletins, Special Notices, etc.
  - (y) Vehicle inspection techniques and practices for detecting bombs or other dangerous materials.
  - (z) Personnel screening (use of x-ray, hand wands, etc.).
- ii. SOP Distribution
  - (a) The Contractor shall maintain current copies of applicable SOP's in hard copy at each stationary post and electronic copies in a central electronic file location available to all officers.
- iii. SOP Training and Familiarization

- (a) Prior to assignment to any post for duty either for shift or relief, the Contractor shall provide each new employee training sufficient to ensure a general familiarization of all BPA Posts and SOP's. The Contractor shall provide post specific training sufficient to ensure officers are thoroughly trained, and knowledgeable of the post SOP's and duties associated with the post. Officers assigned to a post must be familiar with the duties of other posts having operational interdependencies. Training shall be documented in electronic and/or hardcopy format in individual Officer Training Records
  - iv. SOP Review Requirements
    - (a) Unless otherwise directed by OSCO, the Contractor shall conduct quarterly reviews of officer knowledge and understanding of the SOP's for the post or posts which the officer is assigned. The reviews may be oral interviews, written exams, practical demonstration, or any combination of all three. The Contractor shall maintain records documenting reviews.
    - (b) Results of quarterly evaluations shall be provided to the COR through the use of a Limited Scope Performance Testing Database. These results may also be used to determine future training requirements.
  - v. SOP Updates
    - (a) The Contractor shall conduct and document annual reviews of SOP's. The Contractor shall provide the COR with updates and changes to SOP's as they occur and must incorporate change recommendations or requirements directed by OSCO.
- 5) CERTIFICATIONS AND CREDENTIALS
  - a. Armed Security Officer Certifications and Credentials
    - i. BPA's security program uses armed security officers. The Contractor shall fully comply with the Revised Code of Washington, Washington State Criminal Justice Training Commission regulations, and the Washington Administrative Codes regarding the licensing of Private Security companies and security officers. Additionally, the Contractor shall fully comply with Oregon Revised Statutes, Oregon Department of Public Safety Standards and Training and Oregon Administrative Rules. Each armed security officer assigned to Washington facilities shall be licensed as a Washington Armed Private Security Guard. Each armed security officer assigned to Oregon facilities shall be licensed as an Oregon Armed Private Security Officer. Authorized Guard 1 (unarmed officers) shall be licensed as unarmed security officers in the state that the officer is assigned. All officers shall be licensed in compliance with state law. Security officers may be dual-certified in order to support BPA deployments within BPA's service area. Security supervisors and security officers shall carry their state issued Security Officer licenses with them at all times while on duty. The Contractor shall assess DOE Protective Force requirements for feasibility of implementation when conducting self-assessments as identified in section 42 of this SOW.
  - b. Allowed Exceptions to Armed Security Officer Certifications and Credentials:
    - i. Exceptions to BPA's contract requirement to use armed security officers involves temporarily allowing licensed unarmed security officers to occupy designated posts while the administrative process for armed security officer licensing is completed. Under these exceptions, the Contractor may use unarmed security officers only as specifically authorized and approved in advance by the COR or designated representative from BPA's OSCO. BPA expects officers employed using this exception will have completed all requirements for armed security officer licensing including successful completion of armed security officer training classes and qualification course of fire conducted and certified in compliance with state requirements prior to assignment to these posts. Officers must complete the appropriate training and demonstrate the knowledge, skills, and abilities to effectively conduct operations for the assigned post prior to post assignment. The following posts upon notification and approval of the COR may be posted under this exception with state licensed unarmed security officers for a period of no more than 45 calendar days unless otherwise approved by the CO/COR:
      - (a) HQ Post 6



- (b) HQ Post 9
- (c) Ross Post 1 day shift (Dittmer building West Entrance)
- (d) Ross Post 2 day shift (Ross Complex Construction Services Building)
- (e) Eugene Starr Complex Post 1, day shift only
- (f) Munro Post 1, Munro Alarm Monitoring Station (AMS)
- (g) Munro Post 2, Supervisor/Patrol (Day shift only) Supervisor will be posted on Munro Post 1 when an unarmed officer must be posted on Munro Post 2.

c. Transition (60 Calendar Days)

- i. Within 15 calendar days following contract award, the Contractor must develop a transition plan ensuring necessary staff, certifications, training, and continuity are maintained in accordance with this SOW in order to maintain effective security operations. The Contractor must submit the transition plan to the COR for review and approval no later than 20 calendar days following contract award. At a minimum the plan shall address:
  - ii. Staffing Levels
  - iii. Process for transitioning predecessor employees
  - iv. Recruitment of new employees
  - v. Strategy for providing post coverage during breaks and meal periods
  - vi. Strategy for transition of uniforms
  - vii. Supervisory plan implementation
  - viii. Roles of management and administrative personnel
  - ix. Communication methods and protocols
  - x. Inventory and equipment including weapons and ammunition
  - xi. Daily transition event calendar
  - xii. The Selected Contractor shall provide weekly transition status reports during the transition period to address the following items:
    - xiii. Staffing
    - xiv. Permits, Licenses, and Registrations
    - xv. Personnel clearances
    - xvi. Transition events/milestones
    - xvii. Equipment and uniform purchases
    - xviii. Emergency Radio Network agreement with regional emergency services communications agencies
    - xix. Transition Expectations at End of Contract
      - (a) At the beginning of the transition period to a follow-on contract, the Contractor shall provide personnel records, including but not limited to, training, medical, suitability and security records to the successor Contractor within 10 calendar days.

6) CONTRACTOR FURNISHED TRAINING

- a. The Contractor shall develop a Job Task Analysis (JTA) and identify general training needs as well as post-specific training needs in addition to State required Security Officer licensing requirements. JTA's and post certification processes shall be part of annual training which include processes specific to BPA Contract posts and shall be fully implemented within 90 calendar days of the award of

- the contract. JTA information shall be used to develop annual post specific certification (Quality Control) and an Annual Training Plan, which the Contractor shall provide to the COR by October 1 of each year. The Contractor shall provide pre-employment training meeting all requirements listed under "Armed Certifications and Credentials" and "Pre-Employment Training" prior to assigning any officer a post. Post-Employment training is defined as State required annual Armed Security Officer certification training, proficiency training and annual post specific certification training conducted after initial employment. Post-employment training shall be conducted in accordance with section 16) of the SOW.
- b. Pre-employment and post-employment training shall be conducted and certified/documented at no additional cost to BPA. Training hours may be organized in any manner determined to be most efficient for the Contractor other than the training hour organization specifically mentioned in this Statement of Work for weapons or use of force. Training hours required for Weapons or use of force training shall not be shifted between officers.
  - c. Pre-Employment Training
    - i. Certification of completion of pre-employment training and licensing requirements for new hire employees shall be furnished to the COR prior to the start of employee performance. This notification may be in the form of an official letter, memorandum, or e-mail to the COR. All officers must complete the following training prior to assignment on post:
      - (a) Oregon and/or Washington State licensing requirements, including successful completion of firearms qualification course(s) of fire meeting requirements of state in which licensed shall be conducted and certified by the Contractor prior to using post-employment and other training allotments.
    - ii. Orientation training and task performance demonstration certification regarding proper use and techniques for handcuff application as well as proper use and techniques for Aerosol Self Defense spray application at the full range of use of force levels. This training shall be performed by an instructor with credentials accepted by the state in which the officers will be certified, for less-than-lethal/use of force, or through other certification means approved by the COR (e.g. – master use of force instructor certification, etc.). At the option of the Contractor, orientation training for handcuffs and/or Aerosol Self Defense spray may be waived if a new-hire security officer can provide documentation of training for handcuffs and/or Aerosol Self Defense spray occurring within 6 months prior to hire related to a previously held security, military, or law enforcement position. Such documentation shall become a part of the security officer's training record for pre-employment training.
    - iii. 16 hours of training directed towards use of locally used X-Ray equipment for officers assigned to a post which includes use of an X-Ray machine unless they can show documentation of training on a similar model X-Ray system in the previous 6 months and familiarization training on the X-Ray system utilized at BPA. Officers assigned to positions requiring use of hand held / walk through magnetometers must complete 8 hours of initial training.
    - iv. Red Cross or equivalent certification for First Aid and CPR, to include use of automated external defibrillator (AED).
    - v. Prior to assigning a newly hired officer as the primary security officers at any post, newly hired officers shall complete sufficient training including familiarization of all site BPA Posts and SOP's prior to post assignment. The Contractor shall provide post specific training and certification to officers. Officers must complete training and demonstrate sufficient knowledge and understanding of applicable SOP's, and demonstrate capability of performing all duties associated with the post. Newly hired officer security post certification shall be completed within 30 calendar days of initial post assignment. Security officers must demonstrate familiarity, knowledge and understanding of the duties of other posts having operational interdependencies.
  - d. Post-Employment Training and other Training Allotments
  - e. Post-Employment License and Certification Refresher

- i. The Contractor shall provide refresher training to officers. Officers must maintain certification and qualification under requirements stated in section 16) of the SOW.
  - ii. American Red Cross or equivalent CPR, First Aid and AED training shall be conducted to maintain certifications meeting training frequency requirements by the credentialing organization.
  - iii. 8 hours of annual refresher training on locally used X-Ray equipment for each officer posted to use the machine and 8 hours annual refresher training on hand held / walkthrough magnetometers.
  - iv. Annual security post certifications for security officers shall be accomplished through a process developed by the Contractor and approved in advance by the COR. Officers must maintain certification and demonstrate knowledge, skills, and abilities to adequately perform in the posts assigned. Initial security post certifications shall be required for currently employed security officers assigned to perform duties at a new security post.
- f. Firearms Training (16 hours)
- i. The Contractor must provide and maintain training outlined in order to develop and maintain the firearms skills of officers. This 16-hour block of training shall not include pre-employment or remedial training for officers who fail to qualify per state requirements. For remedial training see "Remedial Firearms Training". To the extent possible, the Contractor shall incorporate applicable elements of established Department of Energy training for firearms.
  - ii. Frequency of Training
    - (a) Firearms training shall be conducted quarterly in four (4) hour blocks and documented on the contractor training plan provided to the COR. The Contractor may combine two quarters of firearms training, to be conducted in a single quarter to provide skills development for current licensed and qualified officers. To the greatest extent possible, firearms training must be conducted in regular intervals throughout the year in order to limit the degradation of firearms skills of Contractor personnel from year to year.
  - iii. Live Fire Range Training
    - (a) A comprehensive firearms safety briefing shall be provided to all officers prior to commencement of firearms training. All officers shall be required to meet the following minimum firearms proficiency qualifications and training requirements:
    - (b) Using the state or other course of fire approved in advance by the COR, qualify one additional time, approximately 6 months after state required licensing is completed. This can be in conjunction with quarterly live fire training. All qualifications and attempts must be documented and pass or fail and scores must be retained in an officer's permanent record made available to the COR upon request.
    - (c) All officers shall attend not less than four hours of live fire range training approximately quarterly (except as noted for combining two 4 hour blocks). One 4 hour block of training shall be in the form of Confrontation Simulation (ConSim) training, or other forms of training approved by the COR.
    - (d) The Contractor may combine up to two (2) quarterly training blocks for a total of 8 hours of training to be conducted within one quarter for officers who may need a more focused, longer block of training (see "Frequency of Training"). This allowance may be used one time per officer per year for officers needing such training. Upon request, the Contractor shall provide documentation to the COR of all officers who receive quarterly combined training.
    - (e) Training hours may not be transferred from one officer to another.
    - (f) Each quarterly block of firearms training shall have clearly defined goals and objectives. Each officer must demonstrate satisfactory understanding and ability to perform the objectives of the training. The Contractor shall maintain a record documenting the goals and objectives of each quarterly training session and provide these to the COR upon request. The COR shall

be notified of the results of all officers failing to demonstrate satisfactory skill levels with the elements of the provided training via email. During quarterly training periods the focus of training may be on one or more of the below listed elements or additional elements proposed by the Contractor and approved in advance by the COR.

- (g) Use of cover
- (h) Moving with a firearm
- (i) Shooting on the move
- (j) Low light shooting principles
- (k) Decision scenarios/confrontation-simulation
- (l) Remedial Firearms Training
- (m) Failing State Licensing Qualification Course of Fire
  - (i) If at any time an officer fails the required state licensing qualification course of fire, either for license renewal or in conjunction with the six month requirement noted in "Live Fire Range Training", BPA will consider the officer as not in compliance with the provision listed in the Statement of Work "Armed Certification and Credentials." The Contractor shall notify the COR as soon as practical when any officer fails a qualification course of fire. The Contractor shall have a period of 45 calendar days to conduct needed remedial training in order to bring the officer into compliance with this Statement of Work without additional cost to the Bonneville Power Administration. If the officer is not brought into compliance within the 45-day grace period, the officer will no longer be eligible for contract performance. The COR may extend the grace period if determined it is in the best interest of BPA.
- (n) Failing to Meet Quarterly Firearms Training Objectives
  - (i) Officers who fail to meet quarterly training objectives shall receive remedial training in order to meet those objectives.
- (o) Unsafe Firearms Handling
  - (i) Unsafe firearms handling, negligent discharge of weapon, or any other unsafe acts in conjunction with the handling, training or use of firearms shall be reported to the COR or other OSCO personnel within 1 hour or as soon as circumstances allow. Incidents, such as an accidental discharge, shall have a thorough inquiry accomplished by the Contract Manager in coordination with OSCO and the BPA Safety Office. A report of the inquiry, to include root cause, remedial actions, and any necessary remedial training shall be provided to the COR detailing corrective actions to be taken by the Contractor.
- (p) Defensive Tactics Training (8 Hours)
  - (i) Frequency and Scope of Training
    1. All officers shall attend 8 hours of defensive tactics training on an annual basis. The training shall consist of the following elements unless otherwise approved in advance by the COR.
    2. Handcuffing.
    3. Aerosol Self Defense spray refresher
    4. Take down and apprehension techniques to include Use of Force continuum scenarios.
    5. Verbal Crisis Intervention (verbal commands for taking suspects into custody).
    6. Weapons retention.
    7. Officer safety and survival.

- (q) Other periodic training may include, but is not limited to the following:
  - (i) Vehicle inspection techniques, DOE or equivalent.
  - (ii) OSCO subject briefings as needed.
  - (iii) Re-familiarization with applicable emergency and alarm response procedures.
  - (iv) Report writing.
  - (v) Post documentation familiarization.
  - (vi) NERC CIP requirements and/or procedures.
- (r) Other Security Officer procedures.
  - (i) Individual training classes conducted by the Contractor shall include the development of a training plan. Class training plans shall be maintained by the Contractor and made available to the COR upon request. Upon award of the contract, the class training plan format template shall be provided to the COR for approval. A class training plan shall include the following information (or other information approved by the COR):
    - (ii) Training purpose, scope, and objective.
    - (iii) Training methodology.
    - (iv) Training resource needs, to include identified instructors.
    - (v) Training schedule.
    - (vi) Training curriculum.
    - (vii) Training evaluation criteria.
    - (viii) After actions report (AAR) upon completion of training. The AAR shall be used to evaluate the success of the training and identify follow-up actions needed.
- g. On the Job Training/ Career Development
  - i. On The Job Training (OJT)
    - (a) The Contractor shall furnish annual OJT to officers. Officers must demonstrate sufficient understanding, knowledge and capability to perform post duties. This training must address specific needs for conducting various day to day activities associated with post duties. OJT must be relevant to successful accomplishment of the BPA security mission. OJT must be conducted at no additional cost to BPA. BPA may request some types of OJT performed in addition to scheduled duty hours which may be considered "additional security services." BPA shall determine which types of OJT are "additional security services". The Contractor must maintain a record and roster of officers completing OJT. The Contractor must provide a certification statement of OJT annually to the COR. OJT shall include a review of the Contractor's firearms safety training program, DOE Vehicle Inspection Procedures, and may include, but is not limited to, the following:
      - (b) Post documentation review.
      - (c) Additional vehicle inspection techniques.
      - (d) X-ray and magnetometer techniques.
      - (e) Information bulletins, instructions, post operations, Operations Bulletins, etc.
      - (f) Safety information.
      - (g) Supervisory/Management one-on-one training.
      - (h) Security Officer procedures/ post procedures.
      - (i) Emergency procedures.



- (j) Hazardous materials.
- h. Contractor Required Training and Briefings
  - i. The Contractor may require individual employees to attend briefings, meetings, training or seminars relating to the specific conditions of employment under which officers are employed with the Contractor. These may include information pertaining to employee performance appraisals, employee benefits, Contractor policy, compensation policy, and other issues arising from time to time. To the extent practical these may be accomplished while the employee is posted on duty. However, the Contractor will exercise due diligence with respect to contractual position requirements to ensure all posts are filled with a security officer at all times.

## 7) CONTRACT EMPLOYEE REQUIREMENTS

- a. Officers must meet or exceed the following minimum criteria prior to post assignment:
  - i. Must be U.S. citizens.
  - ii. Must be at least 21 years of age to meet Oregon and/or Washington State Security Officer licensing requirements.
  - iii. Must possess a high school education or equivalency certificate.
  - iv. Shall be physically able to perform all assigned armed security officer duties, functions, and activities. Employees performing in security officer positions shall have the ability to do the following: stand on post for long periods of time (e.g. - an 12-hour shift with applicable breaks required by law); able to work outdoors during inclement weather or other conditions; able to walk uneven terrain during foot patrols; be able to legally and safely operate a motor vehicle; be able to lift up to 40 lbs. without assistance; able to be certified to perform cardiopulmonary resuscitation (CPR) and use an automated external defibrillator (AED); able to successfully pass firearms qualification and certification without physical assistance, including kneeling and other firing positions.
  - v. The Contractor shall provide each newly hired officer a physical examination at no additional cost to the Government or the employee prior post assignment, and every two years after initial hire. Officers must be cleared as physically able mentally and medically fit to perform their respective duties. The Contractor shall provide a list of current employee's the date of their last physical examination upon request by the COR.
  - vi. The Contractor shall maintain a drug-free workplace program. In addition, the Contractor's program shall include at a minimum, processes for the initial drug screening of new-hire employees and random screening for employees. Drug screening shall be a 5-panel drug test regimen. The Contractor must perform drug screenings upon written request by BPA. The Contractor shall provide initial (for clearance purposes) and random drug screening of the employee through their own established testing facility federally qualified to conduct drug screening. An electronic and/or hard copy of the test result shall be made available to the COR, or other authorized official determined by the COR or CO, upon request and, if necessary, forwarded to DOE for record of compliance.
  - vii. All employees shall speak English and be literate in English to the extent of reading and understanding printed regulations, detailed written orders, training instructions and materials, and shall be able to compose reports which convey complete information in English. Security officers shall be able to understand and perform basic computer keyboard operations relative to the operation of word processing and e-mail software (e.g. - MS Word and MS Outlook) and the cardkey access systems used by BPA (currently ProWatch).
  - viii. While on duty, security officers shall not supervise or attend to any other contract or duties not directly related to the performance of this contract without the advance written consent and approval of the CO and Chief Security and Continuity Officer. Contractor employees shall not be current government employees.
- b. Employee Background Checks

- i. Personnel will undergo HSPD-12 personal identity verification and background checks by BPA. Persons not meeting adequate security background requirements as determined by BPA will not be permitted to perform on BPA property.
- ii. Security officers must meet state criminal background check requirements for armed guard licensing in the state in which they are working.
- iii. Personnel must directly support North American Electrical Reliability Corporation Critical Infrastructure Protection (NERC CIP) standards (Standard CIP 006, Cyber Security – Physical Security of Critical Cyber Assets) and must undergo personnel risk assessments which BPA will conduct a minimum of every 7 years as outlined in requirements established in Standard CIP 004, Cyber Security – Personnel & Training.
- iv. Department of Energy, BPA Office of Security and Continuity of Operations, Contracting Officer or COR will periodically request information from officers holding L clearances to initiate and maintain security clearances of officers requiring such and performing duties on the BPA Security Services Contract. Any actions on the following process could occur:
  - (a) PERSEC receives information from PHYSEC COR for guard force that a clearance is needed for a Guard
  - (b) PERSEC will pre-fill out forms for signatures:
    - (i) OF 306 – Declaration for Federal Employment
    - (ii) DOE F 5631.18 – Security Acknowledgement
      - 1. Need updated Resume
  - (c) PERSEC will send forms to Guard for signatures, Guard to include updated Resume, and return all to PERSEC
  - (d) During this time the Guard need to go for drug test – send results to PERSEC
  - (e) PERSEC will send forward to DOE/HQ all forms and drug test
  - (f) DOE/HQ will review paperwork
  - (g) DOE/HQ will send Guard an email to fill out e-QIP (Electronic Questionnaires for Investigations Processing)
  - (h) Guard to follow instructions from DOE/HQ to complete e-QIP
  - (i) Once e-QIP is returned to DOE/HQ the investigation process starts
  - (j) Guard will be contacted by OPM Investigator for background interview and possibly people listed on e-QIP
  - (k) This process could take up to a year
  - (l) Once investigation is complete PERSEC will receive information from DOE/HQ that Guard is cleared or not
  - (m) If cleared
    - (i) Guard will be requested to complete a WBT- Comprehensive Briefing for Cleared Employees
    - (ii) Guard to send certificate from WBT to PERSEC
    - (iii) PERSEC will order new DOE Security Badge w/clearance level on it
    - (iv) PERSEC will fill out a SF-312 (Classified Information Nondisclosure Agreement
    - (v) PERSEC will set up time w/Guard to review and sign SF-312
    - (vi) Guard will set up a Card Pick-up appointment when new DOE Security Badge is checked in and Guard is notified

## 8) DUTIES OF THE CONTRACTOR

### a. General

- i. The Contractor shall provide a highly qualified, professional security force. The Contractor shall take immediate action to correct officer performance, discipline and deficiency issues. The Contractor shall immediately report any termination of contract personnel via email to the COR and the Revoke email group. If a termination is known or projected in advance, the COR shall be notified as soon as the Contractor is aware of the employee termination so the COR may take necessary, timely administrative actions.

### b. Contractor Duties

- i. The Contractor shall protect lives and shall, within the limits of security officer authority, deter unauthorized use, loss, theft, trespass, espionage or sabotage of government property, material, and equipment, and Non-Government property and equipment located at BPA Facilities.
- ii. The Contractor shall have a well-developed continuity plan that will address the agency's needs for adequate security coverage in the event of a disaster. This continuity plan will be coordinated through the BPA OSCO COR and Continuity Office.
- iii. The Contractor shall implement all regulatory or compliance-based requirements such as BPA policies and directives, GSA and FPS building policies and practices, procedures associated with NERC CIP and DOE, or other requirements as directed by BPA.
- iv. The Contractor shall conduct access control according to current BPA policy, GSA building policy, CFR's, under direction from BPA's OSCO.
- v. The Contractor shall monitor facilities to which assigned, for fires, explosions, and other catastrophes by close observation of buildings, machinery, vehicles, electrical equipment, and personnel to identify unsafe or potentially unsafe conditions, or activities. The Contractor shall monitor facilities for the commission of thefts, assaults, robberies, or other violent crimes and report the same to Law Enforcement and OSCO personnel in accordance with developed procedures.
- vi. In the event of a fire, the Contractor shall monitor phone calls and radio transmissions, provide directional assistance to responding emergency service providers and if needed, provide traffic control/cordon control at the location of the fire and follow procedures associated with such a response.
- vii. The Contractor shall report all security incidents to OSCO and when occurring at BPA HQ building 905 to the FPS. The Contractor shall use the BPA standardized security incident report form (Form 5632.01e) for the submission of electronic security incident reports and shall use applicable forms supplied by FPS when necessary, unless otherwise directed by OSCO.
- viii. The Contractor shall patrol designated areas according to post duties as described.
- ix. Designated Shifts" identified in the SOW are general guidelines and may be adjusted with advance approval from the COR. The Contractor shall establish shift change procedures accommodating the ingress and egress of employees and other activities in such a manner ensuring posts remain covered. The Contractor shall also be responsible for accommodating administrative needs such as arming and disarming times for officers.
- x. The Contractor shall enforce BPA policies as described, and in a manner as required by the described post duties in this SOW, or as otherwise directed by OSCO.
- xi. The Contractor shall investigate security breaches and incidents occurring, at the direction of OSCO. Security incidents involving criminal activity, threats, violence, property damage, or any other serious or suspicious activity shall be reported to OSCO, Local Law Enforcement and FPS (when appropriate) as soon as it is safe and practical to do so. This includes notifications as needed to OSCO after hours through the designated Duty Officer. Security officer actions shall be conducted in accordance with appropriate laws and in conjunction with established BPA policies.
- xii. The Contractor shall provide employee escort services as directed by OSCO, the Contract Manager, or the security supervisor when employee safety issues arise or other circumstances exist warranting this type of assistance.
- xiii. The Contractor shall develop and maintain recall rosters to facilitate the contact of key management personnel and the recall of security personnel to duty in sufficient numbers to meet emergency situations arising at BPA facilities. Recall rosters shall be maintained in accordance with the Privacy Act of 1974. Recall rosters shall be protected in accordance with BPA Information Protection Program standards, including proper marking, control, and storage of such documents. Recall rosters shall be submitted to the COR prior to the start date of contract services and be shall be updated by the Contractor and submitted to the COR on a monthly basis.

- xiv. The Contractor shall provide additional security personnel to provide security services for special events or emergency situations as needed and requested by BPA. These additional security services are not included as part of the inactive posts outlined in this SOW that may be activated during an increased threat level. Additional security services needed in each instance shall be for a minimum of 2 hours. To the extent possible, OSCO will provide advance notification via e-mail and/or phone call to the Contract Manager of any request for additional security services. OSCO shall provide the Contractor with specific security officer duties for each instance.
- xv. The Contractor shall supply an organization chart to the CO and COR as part of the transition plan. It will include the names of company officers, supervisors, managers, and other key organizational personnel assigned to the BPA contract with their business contact information. As changes in staffing occur, the Contractor shall provide updated organization charts to BPA.
- xvi. Security officers and security supervisors shall not be on duty for more than 12 consecutive hours or in excess of 60 hours per week unless approved in advance by the COR. The Contractor must allow for sufficient personnel rest between periods of work.
- xvii. The Contractor shall comply with all BPA policies to include Harassment Free Workplace and Standards of Conduct. BPA will provide these policies at the post-award orientation. The Contractor shall distribute to all officers. In addition, annual training required by BPA of all contract employees shall be conducted. Training must be approved in advance by the COR at no additional cost to the Government.
- xviii. The Contractor shall manage all training processes and requirements in accordance with this SOW.
- xix. The Contractor shall maintain training documentation sufficient to demonstrate officers have met all requirements for licensing, training, and annual security post certification. These records shall reflect the specific nature, scope and detail of on-post training and certification. Training records shall be made available to the COR upon request.
- xx. The Contractor shall develop and maintain hardcopy post books containing operational information, including but not limited to:
  - (a) Portions of the Statement of Work applicable to the post.
  - (b) General Orders as outlined in the Statement of Work.
  - (c) Post-applicable Standard Operating Procedures (SOP's), applicable CFR information, and other emergency plans applicable to the post.
  - (d) Short term briefing information, alerts, orders etc.
  - (e) Emergency call out lists (maintained under Privacy Act of 1974 and protected under BPA Information Protection Program standards).
  - (f) When available, BPA provided maps and building schematics.
  - (g) When available, operating instructions to include, but not limited to physical access control systems (PACs), card key readers, fire alarm panels, fire suppression systems, intrusion alarm systems, mechanical enunciator panels, and CCTV systems, and other operational equipment.
  - (h) The Contractor shall conduct and document alarm system checks as directed by OSCO. Completed documentation shall be submitted to OSCO.
  - (i) The Contractor shall safeguard information identified as sensitive, to include Official Use Only (OUO), Critical Information (CI), or Personally Identifiable Information (PII) in accordance with established BPA Information Protection Program standards.
  - (j) The Contractor shall assist OSCO with evaluating the applicability of Protective Force requirements contained within applicable DOE Manuals that may be integrated into BPA's security program.

(k) The Contractor shall have a retention plan to maintain a low turn-over rate of employees.

## 9) WEAPONS REQUIREMENTS

### a. Weapons and Ammunition

- i. Unless otherwise approved in advance by the COR, the duty weapon shall be a semi-automatic pistol, of at least 9mm caliber with one loaded 15-round magazine. Armed security officers shall carry one additional 15-round magazine when on duty, unless otherwise approved by the COR. The pistol and ammunition selected must meet local, state or federal law enforcement specifications for performance.
- ii. The Contractor shall provide duty weapons as indicated above in a quantity to arm all officers on duty. A suitable quantity of spare weapons must be available in the event of breakage or emergency and to enable the arming of posts identified in this SOW as being not currently activated. A sufficient number of weapons must be kept readily available to provide four (4) officers weapons and ammunition in support of deployments to BPA field locations.
- iii. Sufficient magazines shall be readily available for duty issue, training purposes, breakage and emergency.
- iv. Ammunition shall be kept in sufficient quantities for duty issue, and shall be replaced no less than annually or due to identified risk of defect at no additional cost to BPA.
- v. Duty ammunition shall meet the same standards used by law enforcement agencies. (For Example: Federal Protective Service, Portland Police Bureau, or Multnomah County Sheriff's Office.)
- vi. Duty ammunition shall be rotated to range ammunition at least annually, requiring new ammunition to be supplied by the Contractor for duty use at no additional cost to BPA.
- vii. Holsters shall be at a minimum a level 3 retention holster, similar to what LE is currently using, requiring two separate actions to release retentions and draw the weapon. example: an SSL sleeve or thumb break combined with a rocking motion.
- viii. All modifications and alterations to firearms require advance approval of the COR. All modifications shall be performed by factory certified or DOE certified armorers.
- ix. All weapons shall be maintained in clean and serviceable condition.
- x. Weapons shall be inspected at least annually by a factory certified or DOE certified armorer. Weapons inspections shall be documented and an electronic copy of the documentation forwarded to the COR.
- xi. Firearms shall be returned to the shift supervisor or a designated Weapons Safety Officer (WSO) at the end of each tour of duty. Prior to storing or re-issue of the firearm, the shift supervisor/WSO shall assess operational condition of the firearm by clearing the weapon, checking ammunition in magazines.
- xii. All weapons and ammunition shall be stored and locked in suitable lockers provided by the Contractor and approved in advance by the COR.
- xiii. The Contractor shall develop and implement an accountability process for weapons, ammunition, and other equipment such as, but not limited to, less than lethal weapons, radios, other operational equipment, etc.

### b. Firearms Policy Requirements

- i. The Contractor shall develop and submit for approval to the COR a program plan for firearms safety, specific to the use of firearms in the performance of the contract. This shall be provided by the Contractor as part of the transition plan. Once approved, modifications to firearms safety requirements must be approved in advance by the COR.



- ii. The firearms safety program shall be approved in advance by the COR and shall address, as a minimum, the following:
  - (a) A statement of policy and procedural outline relating to the safe use of firearms.
  - (b) Procedures for the arming and disarming of officers for duty/relief of duty. This shall include loading and unloading supervision of duty weapons by trained Weapons Safety Officers (WSO's).
  - (c) Procedures for inventory, accountability, and control of firearms by shift, as well as firearms maintenance and inspection, including a schedule denoting the frequency of these activities.
  - (d) Procedures for rotation/replacement/disposition of unserviceable weapons.
  - (e) Procedures for ammunition accountability, storage, rotation, disposal, and inspection.
  - (f) Policy for reporting accidents, incidents, unsafe conditions, and negligent discharges.
  - (g) Policy for correcting and preventing accidents, incidents, unsafe conditions, and negligent discharges.
  - (h) Policy for evaluating an officer's mental readiness to return to work following a use of force incident involving a weapon. A licensed Mental Health official must perform an evaluation of the officer's readiness before returning to work.
  - (i) Firearm safety briefing form completed by each officer during each live fire range training session. These forms (electronic or hardcopy) must be available for review by the COR upon request.
  - (j) The Contractor shall assign a professionally qualified individual responsible for conducting self-assessments of the Firearms Safety Program on an ongoing basis. Assessments shall be conducted at least annually. The results of these assessments shall be documented on a standardized Contractor supplied form listing date and time of assessment. Any findings shall be documented and shall be submitted to the COR electronically. The Contractor shall immediately correct any unsafe conditions discovered involving firearms safety. Firearms Safety Program violations, and a mitigation plan must be immediately brought to the attention of the COR. Assessment documents must be made available to the COR upon request.
- iii. Firearms Instructors / Armorers
  - (a) Firearms instructors may be security officers, Law Enforcement Instructors, supervisors or Contractor provided instructors designated by the Contractor to conduct firearms training. Firearms instructors shall be certified by the state for which officers are being trained or instructed. Guest or adjunct instructors may be used with advance approval of the COR.
  - (b) Armorers may be security officers, supervisors, or Contractor provided armorers designated by the Contractor to perform these duties. Armorers shall have completed factory training or DOE certification to inspect, modify, or repair firearms being used on the contract. The Contractor shall submit electronically to the COR the armorers' qualifications.
- iv. Administrative Handling of Weapons
  - (a) General
    - (i) All administrative firearms handling shall be performed in a manner consistent with safe and accepted practices. Firearms shall be treated as if they were loaded at all times. Weapons shall be confirmed as unloaded in accordance with established procedures.
  - (b) Loading and Unloading Weapons
    - (i) Procedures for the loading and unloading of firearms shall be developed by the Contractor and approved by the COR as part of the weapons safety program. Changes to procedures shall be submitted for approval by the COR prior to implementation. Arming

and disarming procedures shall be posted in plain sight at each designated arming station.

(c) Less Than Lethal Weapons/Equipment

- (i) Aerosol Self Defense Spray – All security officers shall carry Aerosol Self Defense spray in an approved holder located on their duty belt while on duty.
- (ii) Handcuffs – All security officers shall carry a minimum of one set of handcuffs in an approved handcuff case located on their duty belt while on duty.
- (iii) The Contractor shall provide and maintain sufficient quantities of these devices as readily available to all security posts.
- (iv) New security officers shall receive appropriate orientation training and task performance training on the proper use of applicable less than lethal devices prior to assuming any security post.

10) COMPANY REPRESENTATIVES AND SUPERVISION

a. Qualifications of key personnel:

- i. The Contractor shall identify, by name, key management, supervisory, and instructor personnel. Unless otherwise approved by the CO and COR, requisite qualifications are as follows:
  - (a) Management/Contract Manager – Shall have a minimum of four (4) years' experience in the management of security services contracts.
  - (b) Supervisors – Shall have a background and experience including a minimum of four (4) years associated with a security, military police, or law enforcement career. Refer to section 21) Company Representative, Para. c) of this SOW for further requirements.
  - (c) Instructor – Shall have professional credentials consistent with performing in the capacity of an instructor. Credentials include state certification or accreditation, Department of Energy certification, or other certification, approved by the CO and COR. Additionally, instructors shall have a minimum of four (4) years experience in a security, military, or law enforcement career.
- ii. Company Representative
  - (a) The Contractor shall provide a Contract Manager. The Contract Manager shall be dedicated solely to the performance of this contract and will not be assigned to any other contracts. The Contract Manager may appoint a supervisor to act in place of the Contract Manager as needed for temporary absences. OSCO will retain final oversight and decision-making authority over security operations.
  - (b) The Contract Manager shall assist OSCO with the development of security procedures and policy.
  - (c) The Contract Manager shall maintain proper discipline, appearance, conduct, professional bearing and demeanor of all officers and supervisors.
  - (d) The Contractor shall provide supervision focused on the day-to-day contract performance of officers. Supervision shall also be the direct liaison to the Contract Manager and OSCO for security operations. Supervisors shall assist with training (post certification, OJT, etc.) as necessary
  - (e) The Contractor shall provide one twenty-four hour per day, seven day per week supervisor at the Ross Complex and supervisors assigned to BPA HQ, Celilo and the Munro Complex for 12 hours per day, Monday through Friday (except holidays). The supervisors shall be responsible for supervising officers performing duties at the various locations at specified times as noted in "Designated Coverage."

- (f) Supervisors shall be certified as a supervisor by the state in which supervisory work is to be performed if required. Supervisors will have demonstrated the knowledge, skills, and abilities necessary to successfully perform the duties of the Security Supervisor position including, but not limited to, the following:
- (g) Resolution of security related issues.
- (h) Management of dynamic, evolving emergency or security incidents.
- (i) Liaison with law enforcement agencies, client personnel, and other customers.
- (j) Coordinating and ensuring training completion of officers assigned.
- (k) Outside the hours outlined for a designated security supervisor the security supervisor from the Ross Complex will perform this function for the Headquarters. Duties of the Ross Complex security supervisor are outlined in the Statement of Work.
- (l) Shift supervisors may relieve security posts for designated break periods only when there are no other alternatives (e.g. - patrol, etc.) available.
- (m) The supervisor shall inspect all assigned officers/posts at least once per shift. Each officer/post inspection shall be entered in the Security Officer Report (SOR) and initialed by the inspecting supervisor. SOR's shall be made available electronically to the COR upon request.
- (n) If a Security Officer is not available to be posted at the beginning of a shift the Contractor Supervisor shall call the Physical Security Duty Officer, OSCO personnel or COR and provide the expected timeline and plan to restore coverage of the post.
- (o) Alternate shift supervisors shall serve in the absence of a designated Shift Supervisor. The alternate shift supervisor must meet the criteria stipulated for "Supervisor."

#### 11) SECURITY SUPERVISOR PROCEDURES AND DUTIES

##### a. General Description

- i. The supervisor is responsible for ensuring completion of security officer training and proper management and maintenance of all security posts listed in this SOW. Supervisors shall not supervise any security posts associated with other contracts. Shift Supervisor's shall be armed.

##### ii. Designated Coverage

###### (a) Ross Complex

- (i) All Shifts 24 hours a day, 7 days a week unless otherwise approved by the COR, one supervisor shall be on duty and responsible.

###### (ii) Ross Supervisor Supervision of Portland Headquarters

- 1. Monday through Friday from 1800 – 0600, Weekends and Holidays provide supervisory duties.

###### (iii) Portland Headquarters

- 1. Monday through Friday, except holidays, from 0600 – 1800 hours, unless otherwise approved by the COR, one supervisor shall be assigned to and responsible for Portland Headquarters.

###### (iv) Celilo Complex

- 1. Monday through Friday, except holidays, from 0800 – 1600 hours, unless otherwise approved by the COR, one supervisor shall be assigned to and responsible for the Celilo Complex.

###### (v) Munro Complex

1. Monday through Friday, except holidays, from 0600 – 1800 hours, unless otherwise approved by the COR, one supervisor shall be assigned to and responsible for the Munro Complex.

b. Supervisor Duties

- i. Supervisors shall not have other responsibilities not related to this contract. Supervisors shall be responsible for the following:
  - (a) Providing a formal briefing for security officers at the beginning of each shift. This shall include, but is not limited to, pertinent pass-down information, security alerts, or termination advisories.
  - (b) Ensuring posts remain staffed as required. Provide suitable replacements to staffing as needed.
  - (c) Notifying the Contract Manager and OSCO if the Contractor is unable to provide coverage for a post.
  - (d) Providing back-up assistance to security officers as needed. If additional assistance is needed, the supervisor shall immediately ensure Federal Protective Service (FPS) or local law enforcement, and OSCO, is notified as appropriate.
  - (e) Ensuring familiarity with the duties and responsibilities of the posts under their supervision.
  - (f) Ensuring post books at each post are kept current and all officers are knowledgeable regarding information contained in the post book.
  - (g) Conducting tests of security system equipment, in accordance with written plans and SOP's. A written report of the results of testing shall be provided to OSCO electronically.
  - (h) Ensuring completion of Annual Post Certification Tests, Limited Scope Performance Tests (LSPT's), Alarm Response and Performance Tests (ARAPT's), and other security exercises as indicated in established plans and SOP's. This includes coordination with the Contract Manager and OSCO, if necessary, as well as documenting, maintaining, and tracking written evaluations associated with these performance tests, identifying and making any needed corrective actions.
  - (i) Gathering, reviewing, and submitting security incident reports and forms prepared during the shift. The submission of reports and forms shall be coordinated with the Contract Manager and COR. Forms/reports shall be filed electronically in appropriate folders on BPA networks and as directed by OSCO personnel.
  - (j) Reviewing documentation maintained by posts. Ensuring documentation is maintained and submitted in accordance with directives established by OSCO. This includes, but is not limited to Security Desk Blotters, applicable visitor documents and logs, NERC CIP compliance documentation and records.
  - (k) Coordinating with the Contract Manager to provide verbal briefings to the COR, other OSCO staff, or the Chief Security Officer regarding significant security-related events as needed.
  - (l) Ensuring timely notification is made to the relevant Facilities Management office concerning buildings and/or grounds-related issues
  - (m) Ensuring notification is made to the Contract Manager and OSCO Physical Security Duty Officer, if necessary, regarding security incidents occurring after normal duty hours as soon as safely possible.
  - (n) Conducting an inspection of each security officer prior to posting. This inspection shall include at the minimum:
    - (i) Ensuring personal appearance of security officers is acceptable in accordance with established policies. Ensuring each security officer is properly licensed and equipped with

the necessary inclement or warm weather garments. Ensuring all officers on duty possess a valid DOE/BPA identification badge for display.

- (ii) Ensuring each officer is fit for duty. The Supervisor shall not allow any security officer to stand post if he or she appears to be under the influence of alcohol, drugs, medication, or other intoxicants. The supervisor shall not allow any security officer to stand post without sufficient rest.
- (iii) Providing a shift briefing regarding any relevant issues brought forward from previous shifts, such as post orders, special notices, access restrictions, etc.

#### 12) GENERAL SECURITY OFFICER CONDUCT (General Orders, Section I)

- a. All security officers shall be held to the highest standards of professional conduct, appearance, and performance. BPA does not grant or authorize any use of force or exercise of authority not permitted under the state laws governing the actions of security officers. This section is applicable to post descriptions as noted and shall be included with each post book.
- b. Use of Force
  - i. Security personnel shall, at all times, attempt to perform their duties with the minimum force necessary. Applicable laws regarding the use of force shall be observed at all times.
- c. Literature
  - i. Only authorized reading material approved by the COR or OSCO may be read on post. Newspapers, magazines, novels, or other personal reading material, both hardcopy and electronic in nature, are not authorized.
- d. Personal Audio/Video Equipment and Personal Cell Phones
  - i. Personal audio players, video players, and televisions are not authorized for use at any post. Personal cell phones shall be limited to emergencies and necessary family communications while on post, during the performance of an officer's or supervisor's duties. Changes in the use of these types of equipment must be approved in advance by the Contract Manager and COR. The authorized use of any personal equipment shall not interfere with the operation or professional appearance of the post.
- e. Appearance
  - i. Security officers shall present a professional appearance at all times with the uniform clean and pressed.
- f. Socializing
  - i. While on post, security officers will maintain a professional and polite demeanor, and shall not become engaged in lengthy, protracted or disruptive conversations with visitors, employees, guests, or other officers. If a guest, visitor or employee becomes distracting, the supervisor shall be notified and the supervisor shall notify the Contract Manager and OSCO.
- g. Emergency
  - i. Security officers at all posts shall take immediate action such as calling local law enforcement (to include FPS when appropriate), fire department, and OSCO for assistance when a situation is discovered presenting an immediate danger to life and/or property. Threatening individuals, confirmed building intrusions, fire, broken water/oil lines are some examples. Other non-emergency matters are to be referred to the Contract Manager and OSCO for assistance.
- h. Observance / Situational Awareness
  - i. All supervisors and security officers shall maintain a high level of situational awareness and be observant for any suspicious activity. When feasible, officers shall attempt to identify suspicious personnel and observe and report any information that reasonably can be obtained such as:
    - (a) Name, address, or any other identifying information



- (b) Physical description
- (c) Vehicle description
- (d) Vehicle license number
- (e) Direction of travel
- (f) Statements made by suspects or individuals
- (g) Other information useful in an investigation
- i. Demeanor
  - i. All security officers shall maintain a polite and friendly demeanor while on post. Officers are authorized to use a command voice or assert officer presence in order to carry out their duties when necessary. Officers shall not engage in disruptive or malicious conversations or behavior while on duty.
- j. Arrests or restraints
  - i. Arrests and restraints shall be applied according to the laws of the state in which the incident occurs. Security Officers shall not sign civil or criminal complaints on behalf of BPA.
- k. Officer Safety
  - i. Security officers shall exercise caution at all times and under all circumstances. The primary function of security officers is to observe and report incidents and suspicious activity. Officers shall take appropriate actions as necessary, in accordance with the appropriate laws, to maintain the safety and security of client personnel and property. Officers shall seek assistance from other security officers, FPS when appropriate, local law enforcement, and OSCO when needed.
- l. Security Officer Reports
  - i. All security officers shall maintain a Security Officer Report (SOR) of activities during their assigned shift. This report shall be specific regarding times actions were taken and inspections conducted. The time and name of the supervisor making the supervisory inspection shall be recorded in this report. The report shall be submitted to OSCO at the start of the next regular work day for review, unless otherwise directed by the COR. Written reports are not for general reading and are to be kept secure at all times. For designated posts, the Security Desk Blotter shall be used in place of the SOR. Significant activities performed by the Security Supervisor shall be entered on the appropriate Desk Blotter. Supervisors relieving officers for breaks or other reasons shall make annotations on the relieved officer's SOR.
- m. Communication
  - i. Contractor-issued cellular phones and BPA landlines may be used as secondary means of communication when primary means of communication are not available.

### 13) DELIVERABLES AND PERFORMANCE

- a. Article I, Table 1
- b. Listing By Appearance In Statement Of Work

<b><i>Due Date</i></b>	<b><i>Subject</i></b>	<b><i>Destination</i></b>	<b><i>Other Information</i></b>
At Award	Weapons Storage Approval	COR	
At Award	Certificate of Authority	COR/CO	
At Award	Personnel Secret Security Clearance Initiated	Personnel Security	
At Award	Certificate of Good Standing	COR/CO	Executive Order 12829
At Award	DOE Facility Security Clearance	COR/CO	SF328

<b>Due Date</b>	<b>Subject</b>	<b>Destination</b>	<b>Other Information</b>
90 Days after start of Contract	SOPs	COR	
Quarterly	Officer Evaluation of SOP	COR	At the end of each Fiscal Year Quarter
As Updated or Annually whichever is first	Updates to SOP	COR	
At Award/Annually	Annual Training Plan	COR	
Prior to Post Assignment Provide documentation upon Request	Certification of Pre-Employment Training	COR	
Conduct as Required/Provide Documentation Upon Request	Post-Employment Licensing and Certification Refresher	COR	
Upon Request	Documentation of Qualification Attempts	COR	
As Required	Combined Quarterly Training	COR	
Upon Request	Training Goals and Objectives	COR	
Upon Completion	Results of Quarterly Training	COR	
As Required	Notification of Failure to Qualify	COR	
As Soon As Safely Possible	Report of Unsafe Act	COR	
As Required	Remedial Action Plan for Preventing Future Unsafe Acts	COR	
At Award	Class Training Format	COR	
Upon Request	Class Training Plan	COR	
Upon Request	OJT Report	COR	
Upon Request	Documentation of Medical Exam	COR	
Upon Assignment	Documentation of Criminal History Check	COR	Letter Signifying Acceptable Criminal History Check
As Required	Email Notification of Employee Terminations	COR	Email to COR email box
As Required	Security Incident Reports	OSCO/FPS	
At Award of Contract and updated as Changes Occur	Company Key Personnel and Officer Recall	COR	
Prior to Award of Contract	Organizational Chart	COR/CO	
Upon Request	Training Records	COR	
Upon Request	Post Books	COR	
As Required	Security Alarm Checks	COR/Security System Administrator	
As Required	Firearms Modification Approval	COR	

<b><i>Due Date</i></b>	<b><i>Subject</i></b>	<b><i>Destination</i></b>	<b><i>Other Information</i></b>
Upon Request	Weapons Inspection Documentation	COR	
Upon Request	Weapons/Ammunition/Equipment accountability documentation	COR	
At Award of Contract	Firearms Safety Program	COR	
Annual on date of Contract Award	Firearms Safety Program Assessments	COR	
Upon Request	Firearms Safety Briefing	COR	
As Required	Guest Firearms Instructors	COR	
As Required	Armors Qualifications	COR	
At Award of Contract	Firearm Load/Unload Procedures	COR	
As Required	Supervisory Post Check Documentation	COR/SOR	
As Required	Post Books, Forms, Tests, Reports, SORs, Compliance Documents	COR	
As Required	Shift Schedule Changes	COR	
As Required	Performance Assurance Training Elements	COR	
Annually	Annual Self-Assessment	COR	
14 Business Days after Assessment Completion	Annual Self-Assessment of Adherence to SOW Report	COR	
120 days following Award of Contract	Performance Testing Methodology	COR	
Twice Monthly	Performance Tests, (Security Exercises to include verbal questions or actions taken)	COR	Conduct and Document on LSPT/ARAPT Log

#### 14) SHIFT AND POST REQUIREMENTS

- a. The Contractor shall furnish security officers for the designated posts and shifts as described in post descriptions. When BPA deems necessary, the Contractor shall furnish security officers for posts identified in the SOW, but not currently active as identified in this SOW. The Contractor may submit alternative shift schedules to the COR, and upon written approval in advance, may implement the

approved schedule. A copy of the specific post description and requirements as noted in the applicable sections shall be provided to each post for officer reference. Additionally "General Security Officer Conduct" and "General Post Requirements" shall be provided to each post.

b. Shifts

- i. Posts described as 24 hours per day shall be staffed as eight-hour posts. No officer shall be posted for greater than 12 hours in a 24 hour period except in emergencies following coordination with OSCO Staff. The Officers must have no less than 8 hours away from work between shifts. Exceptions for emergency circumstances shall be evaluated for approval by the OSCO Staff or COR.

c. Shift Requirements

- i. The Contractor shall staff shifts to optimize security coverage throughout the workday and overnight hours. Shifts shall be scheduled in such a manner to avoid lapses or voids in security coverage during the times of the day that employees are coming to work, breaking for lunch, or leaving the work place. Changes to shift requirements may be adjusted by the Contractor in coordination with COR and meeting BPA requirements. Changes shall be evaluated for efficiencies of operation and any cost implications.
- ii. Under the direction of the shift supervisor, security officers shall obtain all necessary equipment prior to assuming the duties of their assigned post. Appropriate logs, forms and control rosters shall be filled out noting the issuance of such equipment.
- iii. "General Security Officer Conduct" expectations shall be observed while officers are on shift.
- iv. Personnel shall not consume alcohol, drugs, or other products that may negatively impact judgment or physical response as necessary to carry out the duties within 8 hours of duty. Personnel taking prescription drugs causing drowsiness, caution use while operating machinery, or driving a vehicle shall inform their supervisor within 1 calendar day of prescription and may require a medical release in order to resume duties.
- v. Security officers and supervisors expected to operate motor vehicles as part of their duties shall be in possession of a valid state-issued driver's license at all times while operating such vehicles. Officers assigned to positions not requiring operation of motor vehicles nor having to drive while working on the BPA Security Services Contract shall be in possession of federally issued identification and are not required to be in possession of state issued driver's license.
- vi. At all times while posted, security officers shall ensure persons entering BPA controlled property and moving about BPA controlled property properly display appropriate identification.
- vii. If an employee refuses to display identification properly, the security officer shall immediately inform the shift supervisor, document the incident, and perform other actions in accordance with established SOP's. The Contract Manager and OSCO shall be notified immediately.
- viii. If the security officer perceives a threat to BPA property or personnel, the officer shall take appropriate actions to manage the threat. The Contract Manager and OSCO shall be notified immediately.
- ix. Security officers shall complete Security Incident Reports when directly involved in a response or perform follow up to a response. This includes incidents where the officer or supervisor is a witness. Security Incident Reports shall be submitted prior to officers involved being released from duty.
- x. Security officers shall fill out electronic or hardcopy (or both) Security Officer Report (SOR) for each shift noting security officer activities. The SOR shall note when the officer came on duty, patrolled specific areas, took breaks, lunch, or other information confirming appropriate security activity. Security officers and supervisors shall maintain electronic or hardcopy (or both) SOR notebooks to record information, assist in preparation of incident reports, and for possible use in court.

- xi. Security officers shall perform inspections of visitors' bags, briefcases, boxes, other hand-carried items, and vehicles upon entry as outlined by SOP's, or otherwise directed by OSCO.
- xii. Security officers shall enforce BPA security policies as noted in post duties, post orders, and BPA or Contractor provided SOP's as approved by OSCO.
- xiii. Security officers shall be familiar with BPA bomb threat, medical, and fire response instructions. SOP's shall be prepared to respond and assist, as required, during an emergency.
- xiv. Security officers at entry points shall inform visitors that firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor or Contractor is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The officer shall immediately report the incident to the Security Supervisor, FPS (for incidents occurring at BPA HQ), the Contract Manager, and OSCO.
- xv. Security officers shall be familiar with designated NERC CIP controlled areas at their post locations and must be familiar with access and response requirements for those areas.

#### 15) SAFETY REQUIREMENTS

- a. The COR, designated field inspector, or any BPA employee or contractor may cause any work to cease if any safety violations are observed. No further work will be allowed until such time as the situation is resolved.
- b. The Contractor shall provide to the COR, prior to the start of the contract, a Material Safety Data Sheet on products the Contractor will be bringing to the job site that employees may be using, exposed to or which may be stored on the site. Prior to performance on this contract, a Site Specific Safety Plan (SSSP) must be submitted in writing to the COR to address typical and routine tasks required under this contract. In accordance with Clause 15-13, Contractor Safety and Health Requirements, any additional authorized services involving exposure to potential high-hazards, as determined by the COR, shall require the submittal of a supplemental Site Specific Safety Plan in writing prior to work starting on those high-hazard tasks. The SSSP is subject to review and approval by the BPA Safety Office. Changes in work procedures or added work sequences not initially specified in the SSSP shall require an update and will generate a new review and approval process for the updated analysis or plan.
- c. All applicable Federal, Government and local safety requirements shall be observed by the contractor and its employees.
- d. Many BPA facilities are energized and could pose risk to the life and safety of any Contractor personnel who enter such areas. Security contract personnel who are trained and hold a Contractor Non-Electrical Worker Permit may be allowed in areas requiring Permit without escort of BPA personnel. Personal Protective Equipment Required for Entering areas requiring the Permit:
  - i. White Hard Hat. Hard hats approved by the Administration shall be worn by ALL PERSONS in the following locations and conditions except for work inside transformers, power circuit breakers, under vehicles, or in similar restricted/protected situations.
    - (a) In fenced substation yards and other designated hard hat areas.
    - (b) When engaged in or when in the close proximity of outdoor work or in all areas where there is exposure above head level to moving equipment, work, or material handling.
    - (c) Persons working at elevated locations more than 4 feet above the ground and utilizing fall protection PPE shall wear a BPA approved climbing style helmet attached with chin strap.
  - ii. Identification/Color-Coding System. To distinguish between Qualified Electrical Employees and others, **YELLOW** hard hats will be restricted to holders of *Electrical Worker Permits*. Additional hard hat colors utilized on the BPA system are:
    - (a) **BLUE**: Riggers



- (b) **RED:** Construction Equipment Operators
  - (c) **GRAY:** Carpenters (Note: Due to gray being unavailable in a climbing style helmet, white shall be substituted.)
  - (d) **WHITE:** All Others
- iii. **Protective Footwear.** Appropriate footwear that provides adequate support and protection to the foot, toes and ankles for the work being performed shall be worn. Lace-up, over the ankle leather boots with rigid sole and heel meeting ASTM F 2413-11 with an EH Rating or ASTM F 2413-05, Class 75 with EH rating shall be worn in all work areas where hard hats are required and other areas as determined by a supervisor. Supervisors have the responsibility for assuring that appropriate footwear is worn. Employees have the responsibility to wear appropriate footwear for the job.
- iv. **Arc Flash (FR) Clothing:**
- (a) Arcing from faulted components can occur when working on or near energized circuits. In some cases, this arcing will expel molten metal and can produce enough heat to cause burns to a worker and ignite clothing. BPA's goal is to establish requirements that protect workers from the onset of 2<sup>nd</sup> degree burns (1.2 cal/cm<sup>2</sup>), but not overprotect to the point of causing restricted/inhibited visibility, heat exhaustion, and inability to perform work. Arc-rated clothing has a rating corresponding to the minimum Arc Thermal Protection Value (ATPV) which prevents the onset of 2<sup>nd</sup> degree burns.
  - (b) To maintain conformance with Federal OSHA work standards BPA has adopted the policy of protecting workers from the hazards of arc flash by requiring minimum clothing rating of 8 cal/cm<sup>2</sup> for those who may be exposed to arc flash hazards normally found in the energized area of BPA substations. This clothing must be worn by contract workers anytime they are in the energized area of the substation yard. The boundary for this requirement is from any control house door exiting into the energized substation yard or from the substation gate entering into the energized substation yard.
  - (c) Therefore, if the contract worker must enter the energized substation yard to work the minimum requirements for arc rated clothing must be met. Long sleeve coveralls with a rating of 8 cal/cm<sup>2</sup> can be utilized in lieu of rated pants and long sleeve shirt. Any jackets or rain gear worn also needs to meet the minimum rating of 8 cal/cm<sup>2</sup>.
  - (d) Arc Rated clothing with a minimum rating of 8 calories/cm<sup>2</sup> shall be worn inside of energized substations or when an employee is performing work which may expose them to an arc hazard. The wearing of clothing and footwear made from acetate, nylon, polyester, or rayon either alone or in blends (unless labeled with an Arc Thermal Protection Value of 8 cal/ cm<sup>2</sup> or greater) is prohibited alone or under arc rated clothing when an employee may be exposed to the hazards of electric arcs or flames. Long sleeve arc rated shirts shall be worn with sleeves rolled down and shirts tucked into pants.
- v. **Contractor Non-Electrical Worker Permit:** Contractor employees performing security services at the Eugene Starr Complex or while deployed to a Substation under this contract may be required to successfully pass the Non-Electrical Worker Permit examination, pass the Substation Electrical Hazard Awareness Training and Tour, and pass NERC-CIP Field Training. BPA reserves the right and option to provide an escort in lieu of above requirement.
- vi. **Celilo Special Risk Plan**
- a. BPA's Celilo facility has had extensive mercury contamination as a result of the use and maintenance of mercury arc valves (rectifiers) employed at the facility from 1970 to 2004. Most of the interior of the building is now mercury free. Background concentrations of the toxic element are extremely low minimizing the risk of future health concerns from inhalation. However, care should be exercised during future renovation should encapsulated locations be disturbed. Any drilling, cutting, or floor demolition should be accompanied by monitoring to ensure that contractors are not unnecessarily exposed to brief albeit elevated local vapor concentrations.

- b. The contractor shall review the *Post-Abatement Clearance Report for Phase 3 Mercury Abatement Areas at Celilo Converter Station, The Dalles, Oregon*, dated October 11, 2013. The report will be provided to the contractor by the COR.
  - c. 29 CFR 1910.1200 Mercury Hazard Communication Training will be conducted and documented for officers that will work at the Celilo DC Converter building.
- i. SECURITY SERVICES AT THE BPA HEADQUARTERS
- i. General
    - i. Standard security officer procedures shall apply to all HQ security posts. Shift hours may be adjusted through the approval of the COR. All posted officers and patrols assigned to the BPA Headquarters shall be knowledgeable of building evacuation, shelter-in-place procedures, and other contingency procedures.
    - ii. Questions about physical security and access control policy shall be deferred to the HQ's Physical Security Specialists.
  - iii. Parking Garage Entrance Bollard System Operation
    - 1. Security officers must understand the safe operation of the garage entrance bollard system prior to assignment to posts 1, 2, 8 or 9. Officers shall not operate the garage entrance bollard system unless properly trained.
    - 2. Training required to operate the bollard system shall be conducted by security supervisors or training personnel ensuring adequate understanding of the safe operation of the system according to the policies and procedure established in this SOW and SOPs developed by the Contractor.
    - 3. Training for bollard system operation shall be documented on the individual security officer's training record. Security officers required to operate the bollard system must demonstrate the ability to safely do so prior to assuming duties of the post. Procedures for operating the bollard system shall be placed at each applicable post.
  - iv. Bollard system operating hours under non-emergency conditions
    - 1. From the hours of 1800 – 0600, Monday through Friday, bollards shall remain engaged in the up position with the parking garage doors closed.
    - 2. From the hours of 0600 – 1800, Monday through Friday, bollards shall remain engaged in the down position with the parking garage doors open.
    - 3. During weekends and holidays, bollards shall remain engaged in the up position with the garage door closed at all hours.
    - 4. OSCO may direct changes in use of the bollard system as needed.
- ii. Headquarters Security Post 1
- i. Description of Post
    - 1. HQ Post 1 is located at the security console located in the main lobby of the BPA Headquarters Building. HQ Post 1 is a one-person post, operated by an armed, uniformed security officer 24 hours per day, 7 days per week. The security officer shall be equipped with a portable radio, flashlight, and other equipment necessary to perform building security services. The officer shall be trained and competent to operate the bollard system during normal and emergency operations. The primary responsibility of this post is to monitor and control personnel access through the use of CCTV, cardkey physical access control systems (PACS), and manual processing procedures.

ii. Designated Shifts

1. This post shall operate 24 hours per day, seven days per week. The post shall have three shifts per day.

iii. Post Duties

1. Officers shall perform the following:

- a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
- b. Monitor the CCTV and PACS for the BPA Headquarters. Allow access after normal business hours only to persons with valid BPA or other approved identification, or, individuals or groups approved for access and authorized by OSCO. BPA and Contractor personnel must present their ID badges to the lobby access portal to gain building access past HQ Post 1. Guests of employees and all visitors are required to follow established procedures for visitor access. All persons entering the building are subject to screening.
- c. Require all visitors and guests to be identified via government issued photo ID and to sign in and obtain a visitors badge. Ensure visitors and guests are screened properly before entry.
- d. Dispatch and monitor Headquarters security posts and patrols for various situations that may arise.
- e. Maintain radio or alternate communications and conduct security status checks with posts and patrols assigned to the BPA Headquarters on an hourly basis during daylight hours and every 30 minutes during hours of darkness or increased security posture.
- f. Monitor and respond to all building alarms for the Headquarters Complex in accordance with designated procedures. This includes door alarms, intrusion alarms, duress alarms, computer room alarms, and fire alarms. For the ProWatch system, this post shall maintain an event log of alarm activity.
- g. Process and maintain visitor access requests and administer visitor access procedures. Temporary badges shall be issued for cleared visitors as well as BPA and Contractor employees who do not have their Government issued identification. Prior to issuing a temporary local site specific only (LSSO) badge, appropriate procedures shall be followed based upon the status of the individual (i.e. foreign national, escorted/unescorted access, etc.). Any BPA Temporary badge issued must be returned upon the employee or visitor's departure from the building.
- h. Maintain the electronic Headquarters Security Desk Blotter, listing security-related activity and information for a 24-hour time period. The Contractor shall submit the blotter for review as determined by OSCO.
- i. Maintain communications with FPS via established procedures.
- j. Maintain open communication with contract security officers for the 911 building regarding pertinent security incidents, events, or information which may impact the 911 building, personnel, or protective force.

iii. Headquarters Security Post 2

i. Description of Post

1. This post is a roving patrol encompassing the Headquarters complex. This is a one-person post, operated by an armed, uniformed security officer 24 hours per day, 7 days per week. The security officer shall be equipped with a portable radio, flashlight, and other equipment necessary to perform the required security services. This security officer shall be trained and competent to operate the bollard system during normal and emergency operations according to section 25.b of this SOW. The primary responsibility of this post is to conduct security patrols of the interior of the Headquarters (905) building, the exterior of the East Side Federal Complex (905 and 911 buildings).
- ii. Designated Shifts
  1. This post shall be 24 hours per day, 7 days per week and shall have three shifts per day.
- iii. Post Duties
  1. Officers shall perform the following:
    - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
    - b. Conduct a minimum of two foot patrols each shift throughout the interior of the Headquarters building and the 911 building fitness center (BPA Club Fed) area at random frequencies, unless otherwise directed by the security supervisor, Contract Manager, or OSCO. These patrols shall be recorded on an electronic or hardcopy SOR. Perform general security checks of all areas patrolled. During interior patrols particular attention shall be given to sensitive areas such as JTS rooms and the Duty Scheduling Center (DSC) due to NERC CIP requirements associated with the DSC.
    - c. Conduct a minimum of two foot patrols per shift of the exterior of the Headquarters building and the 911 building (exterior area comprising the East Side Federal Complex) at random frequencies, unless otherwise directed by the security supervisor, Contract Manager, or OSCO.
    - d. Conduct patrols, or other security measures of internal Headquarters building parking levels in basement levels B-1, B-2, B-3, and B-4.
    - e. Conduct patrols as otherwise directed by the security supervisor, Contract Manager, or OSCO.
    - f. Enforce building rules and regulations and perform other duties as directed by special orders, Operations Bulletins, or verbal instructions from security supervisors, the Contract Manager, and OSCO.
    - g. Enter all incidents in the electronic or hardcopy Security Officer's Report (SOR) and report all incidents and suspicious activity to HQ Post 1 and/or the security supervisor through the most expeditious means possible. Provide written reports as required.
    - h. Direct persons with lost and found items to OSCO, or take custody of items brought to the post and turn them in to OSCO.
    - i. Respond to alarms as dispatched by HQ Post 1, the security supervisor, Contract Manager, OSCO, or FPS. Request assistance if necessary. Log and report all alarm incidents on the electronic or hardcopy SOR. Response to security alarms for the Duty Scheduling Center (DSC), JTS rooms, BMS room, or Personnel Security Office shall be priority.

- j. Respond to other security-related events as directed by HQ Post 1, the security supervisor, Contract Manager, or OSCO.
  - k. Provide officer break relief or post assistance as directed.
  - l. Perform patrols at random frequencies in an effort to not establish a pattern.
  - m. Perform other duties as assigned by the security supervisor, Contract Manager, or OSCO
  - n. Maintain radio contact with HQ Post 1 during foot patrols to the extent possible.
  - o. Ensure the doors at the Headquarters building secure automatically in the ProWatch security system at 1800 hours on normal weekdays. After 1800 hours, this post shall conduct a check of all exterior doors to ensure they are secure and the security system is working properly.
- iv. Headquarters Security Post 3 (Currently not active)
  - i. Description of Post
    - 1. OSCO may request activation and manning of this post for contingency operations, specific security conditions (SECONs), or other security needs. This post shall not be occupied unless directed by OSCO. When activated, this shall be a one-person post manned by an armed, uniformed security officer, up to 24 hours per day, 7 days per week. Specific duties and hours for this post will be described at the time it is activated.
- v. Headquarters Security Post 4 (Currently not active)
  - i. Description of Post
    - 1. OSCO may request activation and manning of this post for contingency operations, specific security conditions (SECONs), or other security needs. This post will not be occupied unless directed by OSCO. When activated, this shall be a one-person post manned by an armed, uniformed security officer, up to 24 hours per day, 7 days per week. Specific duties and hours for this post will be described at the time it is activated.
- vi. Headquarters Security Post 5
  - i. Description of Post
    - 1. This post monitors access to the BPA Headquarters at the east entry. This is a one-person post, operated by an armed, uniformed security officer, 12 hours per day, Monday through Friday, excluding designated government holidays or as indicated by OSCO during higher security condition (SECON) status. The security officer shall be equipped with a portable radio, magnetic wand, x-ray machine, magnetometer and other equipment necessary to perform the required security services. The primary responsibility of this post is to ensure all visitors and their hand-carried items entering the BPA Headquarters are properly screened prior to entering the facility.
  - ii. Designated Shifts
    - 1. There shall be one shift per day established for this post. The hours of this shift are 0600-1800. Contractor proposed hours of operation may be modified under approval of the COR.
  - iii. Post Duties.
    - 1. Officers shall perform the following:



- a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures. Functional checks of the magnetometer, hand-held wand, and x-ray machine shall be conducted and documented in accordance with established procedures.
  - b. Identify visitors and determine their need to enter the facility.
  - c. Screen visitors by using the magnetometer (or hand-held magnetic wand). Screen hand-carried items in the possession of visitors by using the x-ray machine or visual inspection. Employees entering the BPA Headquarters may be subject to screening at the direction of OSCO. OSCO may introduce new equipment or technology for screening personnel entering the facility. Security officers shall be properly trained on new equipment or technology introduced prior to use with verification of training annotated in the officer's individual training record.
  - d. Check for appropriate identification badge on persons entering the lobby area from outside BPA controlled space.
  - e. Inform all visitors firearms and other weapons are prohibited and ask all visitors if they are carrying any firearms or other weapons. If any individual is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The officer shall immediately initiate reporting the incident to the security supervisor.
  - f. React or respond to security incidents occurring in the lobby area of the Headquarters building posing a threat to personnel and/or property.
- vii. Headquarters Security Post 6
  - i. Description of Post
    1. This is a one-person post occupied by an armed, uniformed security officer 12 hours per day, Monday through Friday, excluding government holidays. The post is located in the lobby of the BPA headquarters building. The security officer is responsible for ensuring only authorized personnel enter the Headquarters facility by verifying the identification badges of all persons entering the building from the lobby and ensuring badges are worn properly. This post may be unarmed in accordance with Section 13.b "Exceptions" in this Statement of Work. The primary responsibility of this post is to ensure all persons entering the building from the lobby area have appropriate identification badge and access authorization.
  - ii. Designated Shifts
    1. Monday thru Friday, 0600 to 1800, except designated government holidays. Hours of operation may be modified following COR approval prior to making the change.
  - iii. Post Duties
    1. Officers shall perform the following:
    2. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.

3. Ensure all persons entering the building from the lobby area have the appropriate identification badge (to include visitor badges).
4. Respond to all instructions from HQ Post 1, the shift supervisor, Contract Manager, or OSCO staff.
5. Request assistance when necessary from the HQ Post 2 security officer during periods of heavy pedestrian traffic in the lobby.
6. Use any additional equipment introduced by OSCO for screening and/or verification of personnel entering the facility.
7. Observe HQ Post 5 and provide assistance if necessary when prohibited items are identified during visitor screening.
8. React or respond to security incidents occurring in the lobby area of the Headquarters building posing a threat to personnel and/or property.
9. Monitor personnel entering the building from the west entrance, ensuring only authorized personnel enter the building and others are directed to HQ Post 5 for screening.

viii. Headquarters Security Post 7 (B1 Loading Dock Doors)

i. Description of Post

1. This is a one-person post occupied by an armed, uniformed security officer 10 hours per day, Monday through Friday, excluding designated government holidays.

ii. Designated Shift

1. Monday thru Friday, 0600 to 1800, except designated government holidays. Contractor proposed Hours of operation require prior approval of the COR.

iii. Post Duties

1. Officers shall perform the following:
  - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
  - b. Ensure only authorized personnel gain entry into the BPA Headquarters through the B1 Loading Dock Doors.
  - c. Ensure all persons entering the building from the lobby area have the appropriate identification badge (to include visitor badges).
  - d. Conduct general and emergency access control and prevent intrusions.
  - e. Observe the area for unusual or suspicious activity, vehicles and items and immediately report all such activity to HQ Post 1, who, in turn, will make appropriate notifications to the security supervisor, FPS, Contract Manager, and OSCO.
  - f. Respond to all instructions from HQ Post 1, the shift supervisor, Contract Manager, or OSCO staff.
  - g. Request assistance when necessary from the HQ Post 2 security officer during periods of heavy pedestrian traffic in the lobby.

ix. Headquarters Security Post 8

i. Description of Post

1. This is a one-person post occupied by an armed, uniformed security officer 12 hours per day, Monday through Friday, excluding designated government holidays. This post is located on N.E. 9th Street on the west side of the Headquarters building at the garage entry ramp. Along with HQ Post 9, this post serves as the primary access control point for vehicular entry into the Headquarters garage. This officer shall be trained and competent to operate the bollard system during normal and emergency operations. This officer shall be equipped with all standard equipment plus an ANSI 207 compliant Public Safety Vest for Security and other equipment necessary to perform required security services. The officer assigned to this post shall be capable of assuming the duties of HQ Post 9. The primary responsibility of this post is ensuring only authorized personnel gain entry into the BPA Headquarters through the parking garage/basement area.
- ii. Designated Shift
    1. Monday thru Friday, 0600 to 1800, except designated government holidays. Contractor proposed hours of operation may be modified under approval of the COR.
- iii. Post Duties
    1. Officers shall perform the following:
      - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
      - b. Ensure only authorized personnel gain entry into the BPA Headquarters parking garage/basement area. All individuals seeking access are required to have proper identification for authorized unescorted access to enter the BPA Headquarters or 911 building.
      - c. Conduct general and emergency access control and prevent intrusions.
      - d. Observe the area for unusual or suspicious activity, vehicles and items and immediately report all such activity to HQ Post 1, who, in turn, will make appropriate notifications to the security supervisor, FPS, Contract Manager, and OSCO.
      - e. Inform all delivery or Facilities Vendors requesting entrance that firearms and dangerous weapons are prohibited and ask them if they are carrying any firearms or other dangerous weapons. If any individual is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The officer shall immediately report the incident to HQ Post 1, who, in turn, will make appropriate notifications to the security supervisor, FPS, Contract Manager, and OSCO.
      - f. Coordinate with HQ Post 9 to conduct periodic exterior building patrols of the Eastside Federal Complex (905 and 911 buildings). When the HQ Post 9 officer is unarmed in accordance with Section 13.b "Exceptions," these patrols shall be conducted only along the west side of the building, from NE Lloyd Blvd. to NE Holladay, with HQ Post 8 keeping in visual contact with HQ Post 9. When HQ Post 9 is armed, these patrols shall extend to the full perimeter of the building as long as radio contact is properly maintained. OSCO will determine frequency of perimeter patrols.

- g. Assist HQ Post 9 with conducting vehicle inspections according to current procedures as provided by OSCO. Assist HQ Post 9 with screening non-badged individuals entering the garage with limited access (e.g. – authorized vendors and delivery personnel).
        - h. Use any additional equipment introduced by OSCO
  - x. Headquarters Security Post 9
    - i. Description of Post
      - 1. This is a one-person post occupied by an armed, uniformed security officer 10 hours per day, Monday through Friday, excluding designated government holidays. This post is located on N.E 9th Street on the West side of the Headquarters building at the garage entry ramp. Along with HQ Post 8, this post serves as the primary access control point for vehicular entry into the Headquarters garage. This officer shall be trained and competent to operate the bollard system during normal and emergency operations according to Section 25.b of this SOW. This officer shall be equipped with all standard equipment plus an ANSI 207 compliant Public Safety Vest for Security and other equipment necessary to perform the required security services. The officer assigned to this post shall be capable of assuming the duties of HQ Post 8. This post may be unarmed in accordance with Section 13.b "Exceptions" of this Statement of Work. The primary responsibility of this post is to verify, process, inspect, control, and monitor visitor and delivery vehicular traffic entering the building via the basement ramp entry on NE. 9th Avenue.
    - ii. Designated Shift
      - 1. Monday thru Friday, 0600 to 1600, except designated government holidays. Contractor proposed hours of operation may be modified following approval of the COR.
    - iii. Post Duties
      - 1. Officers shall perform the following:
      - 2. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
      - 3. Verify, process, screen, control, and monitor visitor and delivery vehicular traffic entering the building via the basement ramp entry on NE. 9th Avenue.
      - 4. Conduct vehicle and personnel screening according to current procedures as provided by OSCO. Permit access to delivery vehicles to the B-1 loading dock for discharging cargo according to current procedures as provided by OSCO.
      - 5. Ensure only authorized personnel gain entry into the BPA Headquarters parking garage/basement area. All individuals seeking access are required to have proper identification for authorized unescorted access to enter the BPA Headquarters or 911 building.
      - 6. Conduct general and emergency access control and deter unauthorized intrusions.
      - 7. Observe for unusual or suspicious activity, vehicles and items and immediately report all such activity to the HQ Post 1, who, in turn, will make appropriate notifications to the Security Supervisor, FPS, Contract Manager, and OSCO.
      - 8. Inform all delivery or Facilities Vendors requesting entrance that firearms and dangerous weapons are prohibited and ask them if they are carrying any firearms or other dangerous weapons. If any individual is carrying a weapon or other

prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The officer shall immediately report the incident to HQ Post 1, who, in turn, will make appropriate notifications to the security supervisor, FPS, Contract Manager, and OSCO.

9. Coordinate with HQ Post 8 to conduct periodic exterior building patrols of the Eastside Federal Complex (905 and 911 buildings). When the HQ Post 9 officer is unarmed in accordance with section 13.b "Exceptions," in this Statement of Work. Patrols shall be conducted only along the west side of the building, from NE Lloyd Blvd. to NE Holladay, keeping in visual contact with HQ Post 8. When HQ Post 9 is armed, these patrols shall be extended to the full perimeter of the building as long as radio contact is properly maintained. OSCO will determine frequency of patrols.
10. Use any additional equipment that is introduced by OSCO for the screening and/or verification of personnel entering the facility.

ii. SECURITY SERVICES FOR THE ROSS COMPLEX

i. General

- i. Standard security officer procedures shall apply to all Ross Complex security posts. Under the direction of OSCO, the Contractor shall establish procedures for monitoring the ingress and egress of commercial vehicles, visitors and vendors. The contractor shall maintain entry logs and visitor access procedures, as well as radio and telephone communications between the various posts, supervisors, BPA visitor/vendor sponsors, the Contract Manager, and OSCO as needed. Post hours shall be performed as indicated unless adjusted by OSCO. Posts directly supporting response to NERC CIP designated areas, or other critical assets, shall be familiar with the location of those areas, access requirements, and procedures for entry. All posts and patrols assigned to the Ross Complex shall be knowledgeable of building evacuation, shelter-in-place procedures, and other contingency procedures.
- ii. Questions about physical security and access control policy shall be deferred to the Ross OSCO Physical Security Specialists.

ii. Ross Security Post 1

i. Description of Post

1. Ross Post 1 is a one-person post, operated by an armed, uniformed security officer 10 hours per day, Monday through Friday, 5 days per week except Federal Holidays. The security officer shall be equipped with necessary equipment to perform building security services and shall be familiar with use of the ProWatch security system for access control purposes. Ross Post 1 is located at the security console at the West entrance of the Dittmer Building. The primary responsibility of this post is to monitor and control access for the west entrance to the Dittmer building.

ii. Designated Shifts

1. This post will operate 10 hours per day, 5 days per week Monday through Friday, except holidays. Hours of operation shall be from 0600 to 1600.

iii. Post Duties

1. Officers shall perform the following:



2. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
3. Monitor the electronic verification of ID badges for authorized BPA and contract employees entering the Dittmer building through the physical access control system (PACS), which is currently the ProWatch system. Ensure established access control procedures are followed by all personnel.
4. Serve as a primary processing point for vendors requiring escorted access to the Dittmer building.
5. Direct other non-badged (external to BPA) visitors for the Dittmer building to enter through Ross Post 4, located at the East entrance, unless otherwise directed by OSCO.
6. Issue appropriate visitor badges for vendors to the Dittmer building and temporary BPA/Contractor employee badges following established SOP's.
7. Screen all vendors processing through this post for escorted entry to the Dittmer building for any dangerous weapons or prohibited items in accordance with established procedures. If weapon or other prohibited contraband is present or detected, the incident shall immediately be reported to Ross Post 9 AMS who will notify the Security Supervisor, Contract Manager, and OSCO.
8. Conduct inspections of all hand-carried items being carried into or out of the Dittmer building by vendors.
9. Conduct inspections of hand-carried items of employees as directed by OSCO.
10. Ensure the designated card-reader entrance doors (west lobby doors) are unlocked and the lobby lights are turned on at 0600 or when otherwise directed.
11. Ensure the designated card-reader entrance doors (west lobby doors) are secure and functioning properly upon completion of shift on normal duty days. After 1800 hours, this post becomes the primary entry point for the Dittmer building via card reader operation.
12. Use all equipment introduced by OSCO for access control or the screening of personnel entering the facility through this post. This includes the proper use of the Dittmer ProWatch system for monitoring electronic access verification to Dittmer.
13. Follow normal procedures established for Ross Post 4 in the event visitors are directed to process through this post.
14. Respond to PACS alarms associated with access control for the Dittmer building west entrance. Ensure all alarm activity associated with this post is entered in the ProWatch Event Log. Entries shall include alarm assessment, cause, and name of subject (if applicable).
15. Perform administrative duties by maintaining electronic and/or hardcopy documentation such as security alerts, daily visitor logs for Dittmer, and any other documentation deemed necessary by the Contractor or OSCO. Conduct other administrative duties as assigned by the Contract Manager or OSCO.
16. Provide assistance to the Alarm Monitoring Station (AMS, Ross Post 9) by monitoring CCTV systems for the Ross Complex.
17. Perform security procedures as directed by OSCO and/or the Contract Manager. Procedures for this post may be changed BY OSCO as needed.

iii. Ross Security Post 2

i. Description of Post

1. Security Ross Post 2 is dedicated to the Construction Services Building (CSB, building Z-610) and surrounding parking lots. This post is occupied by an armed, uniformed security officer, but may be unarmed in accordance with Section 13.b "Exceptions" in this Statement of Work. This post combines a stationary post and foot patrol. The security officer shall be equipped to perform the security services required at this location.

ii. Designated Shifts:

1. Perform a combination of stationary duties and foot patrol from 0600 – 1600 hours, Monday through Friday except holidays.

iii. General Post Duties

1. Officers shall perform the following:
  - a. This post is designated as an armed post except as noted in Section 13.b "Exceptions" in this Statement of Work. This is primarily a walking post located at the CSB building. The primary responsibility of this post is to monitor activity in and around the CSB building. The assigned officer shall conduct random foot patrols throughout the building and surrounding parking lots and shall maintain visible security presence.
  - b. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
  - c. Identify and process visitors. Conduct inspections of hand-carried items for visitors. OSCO may direct inspections of handcarried items on BPA employees.
  - d. Provide assistance monitoring CCTV systems for the Ross Complex. The primary focus shall be the CSB building and surrounding areas.
  - e. Ensure card-key operated doors function properly at the beginning of each shift. Place sign-in logs at the security desk by the entrance doors, and ensure the doors remain appropriately secured throughout the day.
  - f. Investigate any alarm or malfunction condition related to the building. These situations shall be reported to the Alarm Monitoring Station (Ross Post 9) and the officer at this post shall take any necessary corrective actions.
  - g. Conduct checks of the CSB room 104, as directed by OSCO. Checks shall be annotated on the Security Container Check Sheet (SF Form 702) located on the door.
  - h. Inform visitors that firearms and dangerous weapons are prohibited and ask visitors if they are carrying any firearms or other dangerous weapons. If a visitor, or Contractor is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident shall immediately be reported to Ross Post 9 AMS who will notify the Security Supervisor, Contract Manager, and OSCO.
  - i. This post shall be transported by a Ross Vehicle Patrol to and from their posting at the CSB building.

iv. Ross Security Post 3

i. Description of Post

1. Ross Post 3 is a one-person patrol, operated by an armed, uniformed security officer 24 hours per day, 7 days per week. The primary responsibility of this post is to provide patrol coverage for the Ross Complex.

ii. Designated Shifts

1. This post will be manned in three 8-hour shifts as follows:
  - a. Shift 1: 0000-0800
  - b. Shift 2: 0800-1600
  - c. Shift 3: 1600-2400

iii. Post Duties

1. Officers shall perform the following:
  - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
  - b. Patrol the Ross Complex to include external and internal patrols.
  - c. Monitor the complex for trespassers, building security issues, and fire and safety hazards and report for correction.
  - d. Conduct perimeter checks looking for fence line holes, damage, or suspected unauthorized entry.
  - e. Notify Ross Post 9 that perimeter checks are being conducted.
  - f. Assist Ross Post 5 with traffic control at the main gate as needed. Respond to the main gate as needed after hours to assist with entry control when Ross Post 5 is not manned and the gate is fully automated for access.
  - g. Coordinate building and gate checks for the Ross Complex with Ross Post 8. Annotate the checks on a hardcopy building check sheet which is subsequently scanned and submitted to OSCO electronically.
  - h. Respond to alarms. Check the cause of intrusion alarms or fire alarms, request assistance, and reset intrusion alarms if appropriate. If the equipment is malfunctioning, notify Ross Post 9. Record the activity in the SOR, and when necessary, complete an electronic Security Incident Report. Priority response shall be given to any evidence of intrusion or unauthorized access to the CSB room 104, NERC CIP areas, or other critical assets.
  - i. Respond to other emergencies at the Ross Complex or Park Place office complex as required. Facilitate the entry of emergency vehicles and personnel when necessary. This may include controlling traffic and/or escorting emergency vehicles to the site of the emergency.
  - j. Provide assistance to other security posts on the Ross Complex as needed.
  - k. Coordinate patrols and security checks of the Park Place office complex with the Security Supervisor a minimum of once per shift. Patrols shall include an interior check of the office suites as well as an exterior patrol of the parking lots and parking structure.

- l. Assist with conducting foot patrols of the interior and exterior of the Dittmer building at least once during each shift. This check shall be recorded on the officer's SOR.
  - m. Observe for facility-related problems and notify Ross Post 9 of discrepancies observed. Facility-related items include, but are not limited to, proper operation of automated gates, fence line damage, building damages or equipment failure, lighting outages, etc. Light poles not operating and fence line damage shall be reported by the patrol to Ross Post 9 who will notify Facilities Management.
  - n. Unlock and/or lock designated perimeter gates. This may include responding to gate 16 to assist with an over-sized vehicle as necessary following the departure of the Ross Post 6 officer.
  - o. Check the "Fog Test" laboratory area, the Technical Training building, and the line test and training area, the 345KV yard, Paul Johnson Substation, ABC parking lots, and Ross MHQ area (areas not within the fenced Ross Complex).
  - p. Check the parking lots for security of parked vehicles. When patrol duties and time allows, perform random government vehicle checks for security and keys left in the vehicles.
  - q. Raise and lower the flags at the Dittmer building. Flags shall be raised at sunrise and lowered at sunset daily, or otherwise directed.
  - r. Monitor road conditions on the Complex. Notify the Security Supervisor and Ross Post 9 AMS of inclement weather conditions.
  - s. Conduct patrols or checks as otherwise directed by the Security Supervisor, Contract Manager or OSCO.
  - t. Respond to assist BPA employees or Contractors with vehicle problems, escorts to vehicles, etc.
  - u. Assist in relief breaks and lunches for officers assigned to other Ross posts.
- v. Ross Security Post 4
- i. Description of Post
    - 1. This is a one-person, fixed post occupied by an armed, uniformed security officer 12 hours per day, Monday through Friday, excluding holidays. The security officer assigned to this post shall be equipped with the necessary equipment to perform the required building security services and shall be familiar with the use of the Physical Access Control and Alarm System. Ross Post 4 is located at the security console at the East entrance of the Dittmer Building. The primary responsibility of this post is to monitor and control access for the East entrance to the Dittmer building, as well as manage and process visitors for the Dittmer Building and the Ross Complex in general.
  - ii. Designated Shifts.
    - 1. The hours of this post are Monday through Friday, 0600 – 1800 hours, except holidays.
  - iii. Post Duties
    - 1. Officers shall perform the following:

- a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
- b. Monitor the electronic verification of ID badges for authorized BPA and contract employees. Ensure appropriate Access Control procedures are followed by personnel authorized unescorted access and by BPA escorts hosting visitors to the Dittmer Building.
- c. Process and manage Visitor Access Requests for the Ross Complex, the Dittmer Building, and the Dittmer NERC CIP PSP. This shall include verifying that Foreign National (FN) visitors have been approved by OSCO.
- d. Serve as the primary access and processing point for all non-badged (external to BPA) visitors for the Dittmer building and the Dittmer NERC CIP PSP following established SOP's.
- e. Serve as an alternate processing point for vendors requiring escorted access to the Dittmer building or the Dittmer NERC CIP PSP (Ross Post 1 is primary).
- f. Issue visitor badges and temporary BPA/Contractor employee badges following established SOP's.
- g. Screen all non-badged (external to BPA) visitors to the Dittmer building for dangerous weapons or prohibited items in accordance with established procedures. If a weapon or other prohibited contraband is present, the incident shall immediately be reported to Ross Post 9 AMS who will notify the Security Supervisor, Contract Manager, and OSCO.
- h. Conduct inspections of hand-carried items being carried into or out of the Dittmer building by visitors and employees as directed by OSCO.
- i. Ensure the east lobby doors are unlocked and the lobby display lights are turned on at 0600 or when otherwise directed. Turn on and inspect the walk-through metal detector for proper function, in accordance with established procedures.
- j. Ensure the east lobby doors are secured at 1600 hours or when otherwise directed by OSCO personnel.
- k. Train to properly use all equipment that is introduced by OSCO for access control or the screening of personnel entering the facility through this post, including the proper use of the Dittmer PACS for monitoring electronic access verification to the Dittmer building and Dittmer Building PSP.
- l. Respond to alarms associated with the PACS for the Dittmer Building east entrance. Enter all alarm activity associated with this post in the PACS Event Log. Entries shall include alarm assessment, cause, and name of subject (if applicable).
- m. Provide administrative support by maintaining documentation such as security alerts, daily Dittmer visitor logs, and any other documentation deemed necessary by the Contractor or OSCO. Conduct other administrative duties as assigned by the Contract Manager or OSCO.
- n. Be knowledgeable of building evacuation, shelter-in-place, and other contingency procedures and assist Ross Post 9 when necessary.





4. Immediately after allowing entry of authorized visitor vehicles, all visitor vehicle barriers shall be returned to the secure position prior to commencement of further visitor processing.
  5. Vehicle Barrier and Security Procedures During Higher Threat Levels
  6. All vehicle barriers shall remain active and engaged when higher threat conditions exist as directed by OSCO.
  7. If a security officer or the on-duty Security Supervisor determines conditions exist warranting vehicle barriers to remain in the active and engaged position, the Security Supervisor shall notify the Contract Manager and OSCO immediately.
- vii. Ross Security Post 6
- i. Description of Post
    1. This is a one-person post operated by an armed, uniformed security officer 8 hours per day, Monday through Friday, excluding holidays. This post is located at Gate 16 near the East Storage Yard. This post serves as the main entry point for commercial vehicles, delivery trucks, and other large vehicles. The primary responsibility of this post is to ensure only authorized vehicles and personnel gain access through the gate and are screened appropriately. The officer assigned to this post shall be adequately trained and familiar with vehicle inspection techniques. The officer must conduct inspections of large commercial vehicles, paying close attention and looking for suspicious items, contraband, dangerous weapons including, but not limited to, explosives and bombs. The officer assigned to this post shall coordinate and communicate with other security posts and/or BPA personnel to ensure delivery authorization, maintain smooth flow of traffic.
  - ii. Designated Shift
    1. This post shall be manned one shift per day, from 0700 to 1500.
  - iii. Post Duties
    1. Officers shall perform the following:
      - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
      - b. Ensure only authorized vehicles and personnel gain access through gate 16 and are screened appropriately.
      - c. Direct visitors and employees in passenger vehicles around the exterior of the complex to the appropriate gate for entry.
      - d. The security officer at this post shall provide directions to delivery drivers as needed.
      - e. Issue appropriate temporary access badges and maintain a visitor log to annotate the visitors/commercial operators allowed through Gate 16.
      - f. Allow large government vehicles whose drivers have valid BPA or other authorized government identification to proceed through the gate without inspection unless specifically directed by OSCO.
      - g. Inform all visitors firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor or Contractor is carrying a weapon or other prohibited contraband, the officer shall act in accordance with site specific procedures. The security officer shall not recommend any course

of action regarding the disposition, storage or security of the subject weapon or contraband. The incident shall immediately be reported to the Security Supervisor, the Contract Manager, and OSCO.

viii. Ross Security Post 7 (Currently not active)

i. Description of Post

1. This post is not active under normal circumstances and may be activated and manned for contingency operations, specific threat conditions, or other security needs. This post shall not be occupied unless directed by OSCO. When activated, this shall be a one-person post manned by an armed, uniformed security officer, up to 24 hours per day, 7 days per week. Specific duties and hours for this post will be described at the time it is activated.

ix. Ross Security Post 8

i. Description of Post

1. The Ross Complex vehicle patrol, Ross Post 8, is an armed, uniformed, one-person patrol on duty 24 hours per day 7 days a week. The primary responsibility of this post is to provide patrol coverage for the Ross Complex.
2. The officer assigned to this post shall coordinate patrol coverage with the Ross Post 3 security officer and communicate with other security posts to monitor site security.

ii. Designated Shifts

1. This post shall be manned in three 8-hour shifts as follows:
  - a. Shift 1: 0000-0800
  - b. Shift 2: 0800-1600
  - c. Shift 3: 1600-2400

iii. Post Duties

1. Officers shall perform the following:
  - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
  - b. Patrol the Ross Complex at random frequencies. This shall include external and internal patrols.
  - c. Conduct perimeter checks, observing for fence line holes, damage, or suspected unauthorized entry.
  - d. Notify Ross Post 9 when conducting perimeter checks and of any damaged location, intruders or other suspicious activity.
  - e. Determine the cause of intrusion alarms or fire alarms, request assistance, and reset intrusion alarms if appropriate. If the equipment is malfunctioning, notify Ross Post 9. Assist as appropriate, but do not abandon other patrol duties. Record the activity electronically or hardcopy in the SOR and when necessary, complete an electronic incident report prior to departing for the day. Priority response shall be given to any evidence of intrusion or unauthorized access to the CSB Limited Area (room 104), NERC CIP areas, or other critical assets.

- f. Respond to other emergencies as required. Facilitate the entry of emergency vehicles and personnel. This may include controlling traffic and/or escorting emergency vehicles to the site of the emergency.
  - g. Assist in monitoring vehicular traffic entering and departing the Ross Complex.
  - h. Coordinate other patrol activities with Ross Post 3 and the Security Supervisor, to include patrol coverage for BPA's Park Place office complex leased space.
  - i. This post shall provide continuous vehicle patrol of the Ross Complex when possible.
  - j. Enter all incidents in the electronic or hardcopy Security Officer's Report and provide electronic reports as required to the Physical Security Team via email.
  - k. Respond to assist BPA employees or Contractors with vehicle lock-outs, escorts to vehicles, etc.
  - l. Perform other duties related to physical security as directed by the Security Supervisor, Contract Manager, or OSCO.
- x. Ross Security Post 9 (Alarm Monitoring Station)
  - i. This post falls under the U.S. Department of Labor, Wage Determination category of Alarm Monitor.
  - ii. Description of Post
    - 1. This post is located in the Alarm Monitoring Station (AMS) near the west entry to the Dittmer building. This is a one-person post, occupied by an armed, uniformed security officer 24 hours per day, 7 days per week. The security officer shall be equipped with the equipment necessary to perform the required security services.
    - 2. The primary responsibility of this post is to provide monitoring of security alarm systems not associated with BPA's NERC CIP sites, CCTV systems, and remote security systems at all hours and under all conditions. In addition to these duties, this post shall be familiar with duties related to Ross Post 10, providing backup for Ross Post 10 when necessary. This shall include monitoring designated NERC CIP sites and interacting with personnel regarding access control and security issues relating to those sites.
  - iii. Designated Shifts
    - 1. This post shall be manned in three 8-hour shifts as follows:
    - 2. Shift One: 0000 – 0800
    - 3. Shift Two: 0800 – 1600
    - 4. Shift Three: 1600 – 2400
  - iv. Post Duties
    - 1. Officers shall perform the following:
      - a. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
      - b. Monitor security alarm systems, physical access control systems (PACS), and CCTV systems for the Ross Complex, to include the

Federal Credit Union at the Plant Services Building, the Dittmer Building and Dittmer Control Center (in the absence of Ross Post 10), Headquarters, and other field sites as determined by OSCO. This shall also include the monitoring of security systems and CCTV systems at the Eugene Starr Complex as outlined in established procedures as well as NERC CIP field sites in the absence of Ross Post 10 due to breaks.

- c. Use established procedures for responding to emergency situations or alarm activations. When necessary, the AMS officer shall dispatch appropriate patrols and contact the Clark County Regional Communications Agency to report emergency situations at the Ross Complex or Park Place office complex. The Contract Manager and OSCO shall be notified when outside agencies are contacted to respond.
- d. Notify local law enforcement, the Contract Manager, and OSCO in the event of suspicious or criminal activities in accordance with Standard Operating Procedures.
- e. Follow established procedures in response to alarms or other emergency situations occurring at field sites and notify the appropriate BPA Control Center (Dittmer or Munro).
- f. Serve as a command and control/communications function for all posts and patrols. Dispatch patrols/security officers as needed to support daily security operations. Communicate information to patrols regarding any unusual or suspicious activity.
- g. Conduct periodic radio checks of all security posts. Communications checks shall be made by radio every hour during daylight hours and every 30 minutes during hours of darkness. During increased threat levels, communications checks shall be conducted every 30 minutes. The frequency of communications checks may be changed by OSCO.
- h. Maintain the electronic Security Desk Blotter, listing security-related activity and information for a 24-hour time period. Formatting or content of specific blotter entries may be added or changed by OSCO.
- i. Perform other administrative functions such as, but not limited to, maintaining hard copies and electronic copies of Security Checklists, Standard Operating Procedures, Security Alerts, Termination Advisories, Call-Down Lists, Incident Reports, and Duty Officer Schedules. When necessary, disseminate by e-mail Access Revocation Notices via established procedures. Record and maintain CCTV recordings of security-related incidents. Write and submit incident reports when applicable.
- j. Act as the primary point of contact for any Dittmer building access for employees and Contractors after Ross Post 1 and Ross Post 4 has closed for the day, including weekends and holidays.
- k. Issue and collect keys to authorized personnel as determined by OSCO.
- l. Record information pertaining to false and nuisance alarms for security systems in accordance with established procedures. Report problems with alarm system or CCTV system hardware or software in accordance with established procedures.
- m. Assist with security system testing of BPA alarmed sites by providing alarm monitoring support and records during and following testing.
- n. Notify appropriate personnel during inclement weather in accordance with established procedures. Additional duties may include updating the



BPA Emergency Information web site to reflect possible building closures or delayed openings.

- o. Maintain communications with the BPA nurse at the Ross Complex and Park Place office complex, making notifications to the nurse for emergency medical situations during normal business hours. This may include cell phone or radio communications.
- p. Maintain familiarity with operating and sending emergency notifications through the designated Emergency Notification System (ENS).
- q. Answer the Federal Crime Witness Hotline.

xi. Ross Security Post 10 (AMS) – NERC Systems

- i. This post falls under the U.S. Department of Labor, Wage Determination category of Alarm Monitor.

ii. Description of Post

- 1. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or efficiencies in accordance with established procedures.
- 2. This post is located in the Alarm Monitoring Station (AMS) near the west entry to the Dittmer building. This is a one-person post, occupied by an armed, uniformed security officer 16 hours per day, Monday through Friday, excluding holidays. At BPA's discretion, the option to convert this post to 24 hours per day, 7 days per week, may be exercised. The security officer shall be equipped with the equipment necessary to perform the required security services.
- 3. The primary responsibility of this post is to provide monitoring of NERC CIP security alarm systems, PACS, and CCTV systems under all conditions. This post serves as the primary point of contact with BPA personnel regarding access control and security of designated NERC CIP field sites and facilities. Additionally, this post will provide backup to the Ross Post 9 AMS officer. This post serves as a primary point of contact for any Dittmer building NERC CIP PSP access issues for employees and Contractors.

iii. Designated Shifts

- 1. As a 16-hour post, this post shall be manned in two 8-hour shifts as follows:
  - a. Shift One: 0600 – 1400
  - b. Shift Two: 1400 – 2200

iv. Post Duties

- 1. Officers shall perform the following:
  - a. Monitor security alarm systems and CCTV systems for all designated NERC CIP sites and facilities, to include the Dittmer building NERC CIP PSP (Dittmer Control Center).
  - b. Be familiar with all Ross Post 9 duties and provide backup as necessary for monitoring non-NERC CIP sites. This includes the Ross Complex, the Federal Credit Union at the Plant Services Building, Headquarters, and other field sites as determined by OSCO. This shall also include the monitoring of security systems and CCTV systems at the Eugene Starr Complex as outlined in established procedures.
  - c. Use established SOP's and procedures for responding to emergency situations or alarm activations associated with NERC CIP sites. When

necessary, Ross Post 10 shall dispatch appropriate patrols and contact the Clark County Regional Emergency Communications Agency to request response from outside agencies for situations at the Ross Complex. The Contract Manager and OSCO shall be immediately notified when outside agencies are contacted to respond.

- d. Following Standard Operating Procedures notify local law enforcement, the Contract Manager, and OSCO in the event of suspicious or criminal activities.
- e. Follow established procedures relating to NERC CIP sites and contact the appropriate BPA Control Center (Dittmer or Munro) in response to alarms or other emergency situations occurring at NERC CIP field sites.
- f. Respond to ProWatch alarms associated with NERC CIP sites and follow established response procedures. Enter all alarm activity associated with NERC CIP sites in the ProWatch Event Log. Entries shall include alarm assessment, cause, and name of subject (if applicable).
- g. In the absence of Ross Post 9, serve as a command and control/communications function for all posts and patrols. Dispatch patrols/security officers as needed to support daily security operations. Communicate information to patrols regarding any unusual or suspicious activity.
- h. In the absence of Ross Post 9, conduct periodic radio checks of all security posts. Communications checks shall be made by radio every hour. During increased threat levels, communications checks shall be conducted every 30 minutes. The frequency of communications checks may be changed by the Contract Manager or OSCO.
- i. Maintain the NERC CIP Security Desk Blotter, listing security-related activity for NERC CIP sites for a 24-hour time period. Formatting or content of specific blotter entries may be added or changed by OSCO. This electronic blotter shall be submitted daily via email to OSCO.
- j. Perform other administrative functions associated with the monitoring of NERC CIP sites such as, but not limited to, maintaining electronic and/or hard copies of Weekly Alarm Mask Outage Log, NERC Physical Security Perimeter (PSP) Alternate Access Log, Call-Down Lists, NERC Reports, and Duty Officer Schedules. Record and maintain CCTV clips and generate CD-ROMs of NERC CIP security-related incidents. Write and submit electronic incident reports as applicable.
- k. Act as the primary point of contact for any Dittmer building PSP access issues for employees and Contractors.
- l. Electronically document false and nuisance alarms for NERC CIP security systems in accordance with established procedures. Electronically report problems with alarm system or CCTV system hardware or software in accordance with established procedures.
- m. Assist with security system testing as directed.
- n. Maintain familiarity with operating and sending emergency notifications through the Emergency Notification System (ENS).
- o. Perform patrols of the Dittmer building, Dittmer Control Center, and Dittmer building exterior when directed by OSCO. When possible, Ross Post 10 may act as the primary response element for security issues associated with the Dittmer building or Dittmer building PSP.

iii. BPA PARK PLACE LEASED OFFICE COMPLEX SECURITY POST 1

i. Description of Post

- i. This post shall be a one person post occupied by an armed, uniformed security officer at BPA Park Place office complex leased office space, located at 7500 NE 41st Ave., Vancouver, WA 98662.
- ii. This post shall be manned 12 hours per day, Monday through Friday, except federal holidays or as otherwise directed by OSCO. This post may be unarmed as allowed under arming Section 13.b "Exceptions" unless circumstances associated with the activation of this post warrants no exception as determined by OSCO.
- iii. The primary responsibility of this post is to monitor access to the BPA controlled areas, patrol the facility and adjacent public areas.
- iv. Questions about physical security and access control policy shall be deferred to the Ross Physical Security Specialists.

ii. Designated Shifts

- i. This post shall be manned in one 12-hour shift from 0600 – 1800 Monday through Friday, except designated federal holidays.
- ii. Additional hour requirements or posts may be added at the discretion of OSCO.

iii. Post Duties

- i. Officers shall perform the following:
- ii. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
- iii. Perform interior and exterior patrols of designated buildings throughout the shift. The officer shall conduct patrols of the complex, parking areas, garages, etc. Interior patrols shall include random foot patrols of the various work areas of the buildings occupied by BPA. Officers shall inspect stairwells, work areas, restroom facilities, lobbies and entrances. The officer is expected to verbally interact with employees while performing their rounds, thus giving the employees a sense of active security operations.
- iv. Remain alert for unusual, suspicious, or unauthorized activities in, around, and throughout the Park Place office complex area.
- v. Monitor personnel traffic entering, exiting, and inside buildings.
- vi. Monitor activities in the main lobbies of buildings maintaining safety and security of BPA work areas.
- vii. Respond to emergency situations involving the Park Place office complex. Notify the BPA nurse for medical emergencies during normal business hours. This post shall be familiar with emergency evacuation procedures for the Park Place office complex buildings occupied by BPA personnel.
- viii. Verify identities of individuals entering BPA work areas as necessary. When necessary, remind BPA staff members to properly display their ID in accordance with established procedures. Immediately report uncooperative personnel to the Dittmer AMS who will notify the Contract Manager and OSCO via telephone.
- ix. Notify BPA Facilities using [web request](#) for Service Requests, [FacilitiesOperationsCallCenter@bpa.gov](mailto:FacilitiesOperationsCallCenter@bpa.gov) email or call 360-418-2070 if problems exist with the doors.
- x. Maintain communications with the AMS (Ross Post 9) for the Ross Complex.

iv. EUGENE STARR COMPLEX SECURITY POSTS 1 and 2

i. General Information

- i. Two security posts (Celilo Post 1 and Celilo Post 2) are assigned for the Eugene C. Starr Complex, located in The Dalles, Oregon. These posts shall be manned by armed and uniformed security officers/supervisors. An Exception to this shall be for Celilo Post 1, which may be unarmed as allowed in section 13.b of this statement of work "Exceptions," but only during day shift hours while Celilo Post 2 is on duty as well. The unarmed status of Celilo Post 1 may not exceed 45 calendar days without approval of the COR.
- ii. A Security Supervisor shall be assigned to the complex, on duty from 0800 to 1600 and shall assume duties as either Celilo Post 1 or Celilo Post 2 in addition to performing supervisory duties. When Celilo Post 1 is occupied by an unarmed security officer, the Security Supervisor shall occupy Celilo Post 2.
- iii. All officers assigned to the Eugene Starr Complex shall be trained and capable of operating the various security systems, CCTV systems, and remotely controlled gates prior to assuming the post. All officers assigned to the Eugene Starr Complex shall possess a valid Non-Electrical Worker Energized Access Permit, required for entering energized areas.
- iv. All officers assigned to the Eugene Starr Complex shall be familiar with designated NERC CIP areas on the complex and access requirements associated with NERC CIP areas.
- v. Under the direction of OSCO, the Contractor shall establish Standard Operating Procedures (SOP) specific to the Eugene Starr Complex. These procedures shall facilitate compliance with BPA requirements and the operation of the security systems, CCTV systems, alarm response, operation of remotely controlled gates, and other systems as they are implemented. Vehicle inspections shall be conducted in accordance with approved SOPs.
- vi. Questions about physical security and access control policy shall be deferred to the South Region Physical Security Specialist or other OSCO Physical Security Specialists.

ii. Post Descriptions

i. Celilo Post 1

1. The primary responsibility of this post is to monitor access to the Starr Complex via access control systems and CCTV systems, address alarms associated with security systems and remotely operate gates as needed. This post may be temporarily unarmed (Day Shift Only) in accordance with Section 13.b of this statement of work to facilitate security officer licensing requirements.

ii. Celilo Post 2

1. The primary responsibility of this post is to conduct vehicle patrols, building foot patrols, incident response, vehicle inspections, and visitor access control. This post shall be assumed by the Security Supervisor.

iii. Designated Shifts

1. Celilo Post 1

- a. 24 hours per day, seven days per week and posted as follows:
- b. Shift One: 0800-1600
- c. Shift Two: 1600-0000
- d. Shift Three: 0000-0800

2. Celilo Post 2

- a. Posted 0800 – 1600, Monday through Friday, except holidays
- iv. Post Duties
- 1. Officers shall perform the following:
  - 2. Celilo Post 1
    - a. Act as the primary post to monitor physical access and security-related activity via CCTV systems.
    - b. Use established procedures for responding to emergency situations, alarm activations, suspicious activity, or criminal incidents. When necessary, dispatch Celilo Post 1 and contact the Wasco County Emergency Dispatch (911), to request response from outside agencies for situations at the Eugene Starr Complex. Notify the Contract Manager and OSCO when outside agencies are contacted to respond.
    - c. Respond as necessary to assist Celilo Post 2 in performing site-related duties or incident responses. Conduct patrols, access control, and assist as necessary for visitor access and vehicle inspections. Contact the AMS (Ross Post 9) prior to leaving this post to assist Celilo Post 2.
    - d. Maintain the Security Desk Blotter, listing security-related activity and information for a 24-hour time period. Formatting or content of specific blotter entries may be added or changed by OSCO.
    - e. Maintain communications with Ross Post 9 (AMS) through procedures established for communications checks.
    - f. Conduct random patrols throughout the complex (a minimum of one every three hours and no less than three patrols in an eight-hour shift).
    - g. Conduct vehicle inspections as applicable or directed by an OSCO Physical Security Specialist.
    - h. Respond to observed suspicious activity, as directed by the Security Supervisor or as reported by employees.
    - i. Respond to and investigate alarms on the complex.
    - j. Assist Celilo Post 2 as required.
    - k. Report suspicious activity to the Dittmer AMS. During shift two and shift three, after normal complex business hours, post shall report activity directly to local law enforcement in the event of an emergency and notify the Dittmer AMS as soon as practical.
    - l. Operate CCTV and alarm systems during certain hours as directed by the Security Supervisor. Notify the AMS (Ross Post 9) when leaving these systems unattended to conduct patrols.
  - 3. Celilo Post 2, Supervisor
  - 4. Serve as the immediate emergency security response to administrative and management staff at the complex and referring non-emergency contact to OSCO.
  - 5. Perform functions such as standing post (Celilo Post 1 or Celilo Post 2), monitoring physical access and CCTV systems, and patrolling and responding to security incidents, other emergencies, or inspection of vehicles entering the complex as needed.
  - 6. Ensure compliance with all applicable portions of this statement of work as well as requirements for NERC CIP designated areas.



7. Issue site specific temporary badges for visitors or employees who have forgotten their badge.
8. Ensure all security incidents are reported to the Contract Manager and OSCO immediately via telephone followed by an emailed electronic Security Incident Report.
9. Ensure Security Officer Reports and the daily Security Desk Blotter are accomplished in accordance with established directives.
10. Assist, relieve, and train officers as needed.
11. Perform other administrative functions such as, but not limited to, maintaining hard copies and/or electronic copies of Security Checklists, Standard Operating Procedures, Security Alerts, Termination Advisories, Call-Down Lists, Incident Reports, and Duty Officer Schedules. When necessary, record and maintain CCTV clips of security-related incidents that meet evidentiary requirements. Write and submit incident electronic reports when applicable.
12. Record information pertaining to false and nuisance alarms for security systems in accordance with established procedures. Report problems with alarm system or CCTV system hardware or software in accordance with established procedures.
13. When manned during BPA off duty hours, to include weekends and holidays this post shall provide a combination of patrol duties on the Eugene Starr Complex.

v. SECURITY SERVICE FOR MUNRO COMPLEX

- i. BPA's Munro Control Center (MCC) and Munro Alternate Scheduling Center (MSC), co-located in Mead, Washington, is a Tier I critical asset for the agency's ability to maintain electrical reliability and stability for the region

i. General Information

1. Standard security officer procedures shall apply to all Munro Complex security posts. Under the direction of OSCO, the Contractor shall establish OSCO approved procedures for monitoring the ingress and egress of commercial vehicles, visitors and vendors to ensure persons or vehicles travel only to their authorized destinations and exit the complex in a timely manner. Officers shall maintain entry logs and visitor access procedures, as well as radio and telephone communications between the various posts, supervisors, BPA visitor/vendor sponsors, the Contract Manager, and OSCO as needed. Posts directly supporting response to NERC CIP designated areas, or other critical assets, shall be familiar with the location of those areas, access requirements, and procedures for entry. All posts and patrols assigned to the Munro Complex shall be knowledgeable of building evacuation, shelter-in-place procedures, and other contingency procedures.
2. Under the direction of OSCO, the Contractor shall develop prescribed Standard Operating Procedures (SOP's) specific to the MCC/MSC. These procedures shall facilitate compliance with BPA requirements and the operation of the security systems, CCTV systems, alarm response, operation of remotely controlled gates, and other systems as they are implemented.
3. MCC/MSC shall have two (2) operational security posts (Munro Post 1 and Munro Post 2) to support the facility security posture. These posts shall be manned by armed and uniformed security officers. Questions about physical security and access control policy shall be deferred to the East Region Physical Security Specialist or other OSCO Physical Security Specialists.

ii. Munro Post 1, Munro Alarm Monitoring Station (AMS)

1. This post falls under the U.S. Department of Labor, Wage Determination category of Alarm Monitor.
2. Description of Post
  - a. This post is located inside the Munro Scheduling Center facility, alternate Alarm Monitoring Station (AMS). This shall be a one-person post, occupied by an armed, uniformed security officer 24 hours per day, 7 days per week. The security officer shall be equipped and trained as necessary to perform the required security services.
  - b. The primary responsibility of this post shall be to provide monitoring of security alarm systems associated with the Munro facility and BPA's NERC CIP facilities, to include associated CCTV systems and remote security systems at all hours and under all conditions (similar to Ross Post 9 & 10). This post shall be familiar with duties related to Ross Posts 9 and 10, providing backup for these posts when necessary. This post shall interact with local site and field personnel regarding access control and security issues following established procedures approved by OSCO relating to MCC/MSD as well as monitored field sites.
3. Designated Shifts
  - a. This post shall be manned in three 8-hour shifts as follows:
    - i. Shift One: 0000 – 0800
    - ii. Shift Two: 0800 – 1600
    - iii. Shift Three: 1600 – 0000
4. Post Duties
  - a. Officers shall perform the following:
  - b. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
  - c. Monitor security alarm systems and CCTV systems for all designated NERC CIP sites and facilities, in addition to the MSD/MSD. Assess and document alarm activity according to established SOP's.
  - d. Maintain familiarity with all Ross Post 9 and Ross Post 10 duties. Provide backup as necessary for monitoring facilities and sites falling under the responsibility of Ross Post 9 and Ross Post 10.
  - e. Use established SOP's and procedures for responding to emergency situations or alarm activations, to include those alarms associated with NERC CIP facilities. Dispatch appropriate patrols and contact the local regional emergency communications agency (911) to request response from outside agencies for situations at the MSD/MSD complex. The Security Supervisor, Contract Manager and OSCO shall be notified when outside agencies are contacted to respond.
  - f. Notify local law enforcement, Security Supervisor, the Contract Manager, and OSCO in the event of suspicious or criminal activities in accordance with Standard Operating Procedures.
  - g. Follow established procedures relating to NERC CIP sites and contact the appropriate BPA Control Center (Dittmer or Munro) in response to alarms or other emergency situations occurring at field sites.

- h. Respond to and electronically document alarms associated with NERC CIP sites and follow established response procedures. Documentation shall include alarm assessment, cause, name of subject (if applicable) and security status of site.
- i. Communicate with Munro Post 2 as needed to support daily security operations for MCC/MS. Communicate information to Munro Post 2 regarding any unusual or suspicious activity.
- j. Conduct periodic communication checks with Munro Post 2. Communications checks shall be conducted every hour. During increased threat levels, communications checks shall be conducted every 30 minutes. The frequency of communications checks may be changed by OSCO.
- k. Conduct communication checks with the Ross AMS. Communication checks shall be conducted hourly during non-duty hours to include weekends and holidays.
- l. Maintain the NERC CIP Security Desk Blotter, listing security-related activity for NERC CIP sites for a 24-hour time period. Formatting or content of specific blotter entries may be added or changed by OSCO. This blotter shall be electronically submitted daily to OSCO.
- m. Perform other administrative functions associated with the monitoring of NERC CIP sites such as, but not limited to, maintaining electronic and hard copies of Weekly Alarm Mask Outage Log, NERC Physical Security Perimeter (PSP) Alternate Access Log, Call-Down Lists, NERC Reports, and Duty Officer Schedules. Record and maintain CCTV clips and generate Video Clips of NERC CIP security-related incidents. Write and submit incident reports as applicable.
- n. Electronically Record information pertaining to false and nuisance alarms for NERC CIP security systems in accordance with established procedures. Report problems with alarm system or CCTV system hardware or software in accordance with established procedures.
- o. Assist with security system testing of BPA HQ, Ross Complex and Vancouver Mall locations, also support OSCO Physical Security Specialists during alarm system testing.
- p. Maintain familiarity with operating and sending emergency notifications through the Emergency Notification System (ENS).
- q. Perform a combination of alarm monitoring duties and Emergency Notification System duties associated with Continuity of Operations activities.
- r. When performing Continuity of Operations duties, Munro Post 1 shall coordinate with the Ross AMS when leaving post to ensure continuity of field site alarm system monitoring.

iii. Munro Post 2, Supervisor/Patrol

1. Description of Post

- a. The post shall be manned 24 hours per day 7 days a week.
- b. During below Weekday Day Shift duty hours this post shall be occupied by a supervisor who is armed and uniformed 12 hours per day, 5 days per week, with the exception of federal holidays. The Security Supervisor

shall be equipped and trained as necessary to perform the required supervisory and security services functions.

- c. The primary responsibility of this post is to support daily security officer operations for the MCC/MSF facility and shall also conduct foot/vehicle patrols, incident/alarm response, visitor access control, vehicle inspections, and shall ensure only authorized personnel obtain access through the perimeter of the facility using OSCO approved processes.
- d. This post shall remain highly visible in the area around MCC/MSF when not performing supervisory duties. This post shall refer questions about policy or process regarding access control, security issues, and daily security operations to the East Region Physical Security Specialist or other OSCO Physical Security Specialists.
- e. During BPA off duty hours, to include weekends and holidays this post shall provide a combination of AMS support activities including monitoring surveillance and alarm systems at NERC CIP and Non NERC CIP sites. This post shall also provide off duty hours patrol of the Munro Complex with primary focus in supporting NERC CIP site monitoring.

## 2. Designated Shifts

- a. This post shall be manned in 12-hour shifts as follows:
  - i. Day Shift: 0600 – 1800 (Week day Supervisor)
  - ii. NightShift: Off duty hours to include weekends and holidays this post will be manned by Security Officer performing patrol and AMS duties.

## 3. Post Duties

- a. Officers shall perform the following:
- b. Perform supervisory duties of security officers in accordance with this SOW as applicable to location.
- c. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies to Contract Manager, OSCO and send notification to BPA Service Tracking in accordance with established procedures.
- d. Process and screen visitors entering the complex in accordance with established procedures.
- e. Conduct vehicle inspections in accordance with established BPA requirements and current procedures approved by OSCO.
- f. Respond to and investigate alarms on the complex.
- g. Respond to suspicious activity as observed or dispatched, or as reported by employees.
- h. Assist Munro Post 1 as required.
- i. Report suspicious activity to Munro Post 1, the Contract Manager and OSCO.
- j. Inform all visitors firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor, or Contractor is carrying a weapon or other prohibited contraband, the officer shall act in accordance with established procedures. The officer shall not recommend any course of

action regarding the disposition, storage or security of the subject weapon or contraband. The incident shall immediately be reported to Munro Post 1 and OSCO.

#### 4. Vehicle Barriers and Security Procedures

- a. During normal duty hours, 0600 – 1800 on weekdays, the outer facility vehicle gate shall remain open, unless otherwise directed by OSCO, or if emergency conditions arise warranting securing the outer gate. In such cases, Munro Post 1, and OSCO shall be advised immediately.
- b. The outer vehicle gate shall remain closed, requiring personnel to badge in for access during non-business hours including holidays.
- c. The inner vehicle gate shall remain closed at all times, requiring personnel with authorized access to badge at a card reader to operate the gate.
- d. Munro Post 2 shall issue access cards to visitors allowing operation of the gate after screening and access to the General Office Building.
- e. The inner automated vehicle gate for the MCC area shall remain closed at all times.
- f. Visitors requiring access to the MCC shall be processed according to established procedures at the main gate before proceeding to the MCC gate and meeting their BPA host at the MCC Main Entry.

#### vi. SECURITY OFFICER DEPLOYMENT

- i. Additional Security Services requested by BPA will be paid at the Armed Security Officer rate unless pre-approved by an OSCO representative. Armed Security Supervisors who fill an Additional Services deployment post will be paid at the Armed Security Officer rate during the deployment unless OSCO representatives make the determination that supervisory duties will be appropriate during the deployment.
- ii. Armed Security officers may be deployed to non-energized sites or may remain outside of energized facilities providing security in the event of increased threats, criminal activity or if substantial BPA assets require protection. Officers remaining outside of energized access areas during deployment are not required to hold BPA Non-Electrical Worker Permits.
- iii. Security officers may be requested to deploy within energized access areas to provide security in the event of increased threats, criminal activity or if substantial BPA assets require protection.
- iv. Security officers deployed within energized facilities are required to hold valid Contractor's Non Electrical Workers Permits, or other necessary permits, for energized facility access. To obtain this permit, each officer to be deployed to an energized facility **and** maintaining a Non-Electrical Worker Permit must meet all Substation Operations Group requirements for safety and training.
- v. All security officers shall be familiar with safety information outlined in this section. In addition, officers must perform requirements contained in the deployed security officer post orders outlined below.
- vi. Emergency and Non-Emergency Deployment
  - i. The Contractor may be asked to deploy security officers in situations arising from either 1) a credible and serious threat to a BPA facility, personnel, or resources, in the event OSCO determines a high likelihood of criminal activity could occur at a BPA site, or 2) when other activity such as an earthquake or other natural disaster potentially jeopardizes the BPA mission of providing electrical power. As directed by the CO, travel costs due to deployment outside of local areas where officers are assigned will be reimbursable in accordance with the Federal Travel Regulation (FTR). Travel cost



estimates must be submitted in writing electronically and approved by the COR or other OSCO Physical Security (Federal employee) representative in advance of actual travel.

ii. Notification

1. The Contractor will be notified in writing, e-mail, or phone of a pending security deployment. Deployment requests will be made verbally if a deployment is needed immediately. Notifications are authorized from the CO, COR, Chief Security Officer or Physical Security Representatives (Federal) within OSCO.

iii. Training

1. Security officers must complete BPA provided energized facility safety training prior to posting within an energized environment. The Contractor shall maintain an up to date list of security officers who hold current Contractor Non Electrical Worker Permits. The Contractor shall provide a copy of this list to the COR upon request.
2. Security officers must complete any training required to maintain certification for the Contractor Non Electrical Worker Permit and access to energized environments. Training shall be documented in electronic or hardcopy format by the Contractor and made available for to the COR upon request.

iv. Equipment

1. Contractor furnished equipment:
  - a. All normal duty gear including rain gear, and cold weather gear as needed.
  - b. Vehicle meeting the needs of the terrain and situation.
  - c. Cellular Telephone.
  - d. Portable Arming Barrel, or equivalent, safe procedure if arming/disarming is to occur on site.
  - e. Water as needed.
  - f. Other items deemed necessary by the Contractor or COR.

v. Post Duties

1. Officers deployed shall be armed. The Contractor shall comply with the post duties as provided by OSCO as coordinated with deployed site responsible official. Deviations from post duties require email or verbal approval in advance from an OSCO representative.
2. Upon arrival at an energized facility, the officer must follow BPA training for accessing an energized site.
3. Upon arrival to a field site, security officers must meet with the BPA Site Supervisor. If this is not possible, the officer must follow the direction of OSCO through the on-duty Security Supervisor.
4. If an intruder is discovered on site, security officers must attempt to control the situation in the safest manner possible. Security officers shall not pursue a suspect into an energized facility. If the intruder gains access to the energized yard and is non-compliant, security officers shall immediately notify the responsible AMS who will contact law enforcement for assistance and notify the appropriate Control Center. If an intrusion into an energized area is suspected, security officers shall notify the responsible AMS who will contact law enforcement for assistance and notify the appropriate Control Center. Security

officers shall take a position of cover allowing for observation of the facility and await the arrival of law enforcement.

5. Security Officer Reports (SOR's hardcopy or electronic) must be maintained noting the date and time of various patrol duties such as perimeter, building, or surrounding area checks. Security officers must maintain record of the time and reason for the departure from posts. Security officers must coordinate post departures with the responsible AMS.
6. At the end of shift, prior to departure, security officers must notify the appropriate AMS, and note the time of departure. Deployed security officers must maintain communication capability with the Responsible AMS unless circumstances, such as the remote location of the facility, prevent communications from the site.

vi. Discharge of Firearms

1. Officers shall avoid discharging a firearm in, around or near an energized facility unless no other alternative exists.
2. Officers shall not discharge liquid (Aerosol Self Defense spray) within the energized environment due to possible electrocution hazard.

vii. PERFORMANCE ASSURANCE

- i. The Contractor shall establish a performance assurance or quality assurance program ensuring personnel performing duties have the appropriate knowledge, skills, and abilities to perform the following:
  - i. Work in both corporate and industrial security functions
  - ii. Personnel are screened to meet the highest level of integrity to perform security-related duties
  - iii. Personnel are able to meet extensive background checks and security clearance standards
  - iv. Personnel meet appropriate physical capability/readiness levels associated with security-related duties
  - v. Personnel retention is addressed to maintain continuity of personnel and a low employee turnover rate.
  - vi. This performance assurance, or quality assurance, program may be a pre-existing program employed by the Contractor. The program must meet any additional specific requirements outlined within this statement of work.
  - vii. The Contract Manager shall ensure all BPA-specific elements of the Performance Assurance Program outlined below are met.
- ii. Training Elements
  - i. Job Task Analysis (JTA)
    1. A JTA shall be developed for all security posts within 90 calendar days of the award of the contract following the Oregon Department of Public Safety Standards and Training; "The Job Task Analysis (JTA) Process."  
<http://www.oregon.gov/dpsst/at/docs/theitaprocess.pdf>
    2. JTA's shall be reviewed and updated a minimum of annually. Reviews shall be documented by the Contractor and documentation provided to the COR.
    3. The JTA shall provide the basis for contractor provided individual security post training as well as security post certifications.
- iii. Security Post Certifications

- i. The Contractor shall develop, review and or adapt methodology, requirements, documentation methods, and testing material to conduct initial security post certifications as well as annual (recurring) security post certification training specific to the BPA Security Services Contract implemented within 90 calendar days of the award of the contract.
    - ii. At a minimum, initial security post certifications shall include task knowledge/task performance certification based on the applicable security post JTA as well as written testing. This shall apply for new hires and existing security officers newly assigned to a security post.
    - iii. Annual security post certifications shall include at a minimum written knowledge testing of specific post procedures for all security officers posted. Similar posts may use the same quality control testing.
    - iv. Security post certification methodology shall be hierarchical and must be approved in advance by the COR.
  - iv. Self-Assessments
    - i. The Contractor shall conduct annual self-assessments relating to security posts, post duties, and security training, security firearms training, and firearms safety.
    - ii. Self-assessments must identify findings, if applicable, and corrective actions.
    - iii. The Contractor shall track and follow-up on corrective actions in an effort to close identified findings.
    - iv. The Contractor shall notify the COR upon the initiation of a self-assessment and shall provide to the COR the written self-assessment report in an electronic format within 20 business days of assessment completion.
  - v. Performance Testing
    - i. The Contractor shall develop methodology as part of their internal Quality Control Program to implement, document, and maintain performance testing (e.g. alarm response performance tests and limited scope performance tests) for the security force carried out by Contractor assigned personnel: Contract Manager, Contract Quality Control personnel or designated security supervisors.
    - ii. Performance testing methodology shall include an applicable safety plan which shall be approved in advance by the COR before implementation.
    - iii. Performance testing methodology shall be finalized for approval within 120 calendar days following award of the contract.
    - iv. Once finalized and implemented, written records of performance testing shall be forwarded to the COR.
    - v. Limited Scope Performance testing shall be performed a minimum of twice a month and documented. Documentation shall include evaluation criteria/objectives, results, and corrective actions needed, if applicable.
- viii. PERFORMANCE EVALUATIONS
  - i. The CO and COR shall meet with Contractor senior personnel assigned to support the contract in-person or via phone not less than annually to discuss results of BPA quality control findings and overall performance.
  - ii. The Contractor shall provide a plan for corrective actions within 5 calendar days following notification from the CO or COR of corrective action, poor performance or failure to perform. The Contractor must provide information on actions to be taken and expected completion date and notification when corrective actions are completed.



**APPENDIX 1 – SUBCONTRACTING PLAN**

The approved full text subcontracting plan is located in the official file. This page is intentionally left blank.



## **APPENDIX 2 – COLLECTIVE BARGAINING AGREEMENT**

The full text collective bargaining agreement, signed 8/19/2019, is located in the official file. This page is intentionally left blank.

UNITED STATES  
GOVERNMENT

CONTRACT



Email Invoice To: [ajfreiter@bpa.gov](mailto:ajfreiter@bpa.gov)

Contract : 00080004  
Release :  
Page : 1

Vendor:

INTER-CON SECURITY SYSTEMS INC  
210 SOUTH DE LACEY AVE  
PASADENA CA 91105

Please Direct Inquiries to:

CODY L. RODRIGUEZ  
Title: CONTRACT SPECIALIST  
Phone: 503-230-4262  
Email: [clrodriguez@bpa.gov](mailto:clrodriguez@bpa.gov)

Attn: MATTHEW REESER

Contract Title: BPA SECURITY SERVICES

Total Value : (b) (4)  
Pricing Method: FIRM FIXED PRICE  
Performance Period: 09/01/18 - 09/30/20

\*\* NOT TO EXCEED \*\*  
Payment Terms: % Days Net 30

(b)(6)

Contractor Signature  
Neil Martau, Chief Administrative Officer

Printed Name/Title  
3/18/2020

Date Signed

BPA Contracting Officer

Date Signed

Title : EUGENE STARR AND MUNRO CHANGES

Modification: 005

Modified Performance Period:

Modification Value:

Pricing Method :

(b) (4)

# CONTINUATION SHEET

Page 2 of 108

The purpose of this modification is to implement statement of work changes resulting in increased post staffing level requirements based on Bonneville need. This modification also corrects a pricing error caused by modification 004, which failed to include CLIN 5001 Transition Services in the contract total prices. The modification incorporates a price adjustment across all current and future option period CLINs & subCLINs, resulting in overall price decreases. This modification executes the following changes:

1. Base and Exercised Options Total error is corrected, increasing the total by (b) (4) to (b) (4) this results in the Base and All Options Total increased by (b) (4) from (b) (4)
2. SubCLINs 1006Q – 1006X and 1007U – 1007BD are added to the schedule of pricing incorporating the (b) (4) unit price decrease for each hourly rate.
3. Unit Prices for subCLINs 2006 and 2007 Deployment and Urgent Security Services OR / WA and subsequent option period subCLINs are decreased by (b) (4) each. CLINs 2001 – 2005 and subsequent option period CLIN monthly unit prices are decreased accordingly.
4. CLINs 1015 – 1019 are added to the schedule of pricing, resulting in a contract price increase of (b) (4) from (b) (4) CLINs incorporate the above noted price changes.
5. No additional changes are made by this modification. This modification constitutes full equitable adjustment for the changes made hereto.

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## UNIT 1 — COMMERCIAL

### CONTRACT-BASIC TERMS (28-1.1) (MAR 2018)(BPI 28.3.4(A))

- (a) This is a Firm Fixed Price (FFP) contract for eleven months with options to extend for four pre-priced one-year option periods. By signing the contract cover page, Bonneville and the Contractor agree, subject to the attached terms and conditions, the Contractor shall sell to Bonneville the services identified herein at the prices set forth in the Schedule of Pricing.
- (b) This contract shall become effective upon receipt of the signed contract and shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience. Bonneville may extend the term of the base contract by exercising the pre-priced option, if any, by giving written notice to the Contractor.

### SCHEDULE OF PRICING (28-2) (JUL 2013)(BPI 28.3.4(F))

The contractor shall provide the services at the prices identified in accordance with the Statement of Work (SOW). Contract Line Item Numbers (CLINs) 0001 – 0005 and corresponding option period CLINs are FFP. CLINs 0006 – 0008 and corresponding option period CLINs are T&M based on actual costs. The Contractor submitted cost estimates must be submitted to and approved by the COR in advance.

Contract extension in accordance with BPI Clause 7-39 Option to Extend Services is based on the schedule of prices.

CLIN	Description	Unit	Qty	Unit Price	Price
<b>Base Period: 11/1/2018 - 09/30/2019</b>					
0001	Headquarters Complex Security Posts; 11/1/2018 - 09/30/2019	MO	11		
0002A	Ross Complex Security Posts; 11/1/2018 - 01/31/2019	MO	3		
0002B	Ross Complex Security Posts; 02/1/2019 - 09/30/2019	MO	8		
0003	Park Place Complex Security Posts	MO	11		
0004	Eugene Starr Complex Security Posts	MO	11		
0005	Munro Complex Security Posts	MO	11		
0006	Deployment and Urgent Security Services OR				
0006A	Security Officer, Unarmed – Standard Rate	HR			
0006B	Security Officer, Armed – Standard Rate	HR			
0006C	Security Officer, Supervisor – Standard Rate	HR			
0006D	Alarm Monitor – Standard Rate	HR			
0006E	Security Officer, Unarmed – Overtime Rate	HR			
0006F	Security Officer, Armed – Overtime Rate	HR			
0006G	Security Officer, Supervisor – Overtime Rate	HR			
0006H	Alarm Monitor – Overtime Rate	HR			
0007	Deployment and Urgent Security Services WA				
0007A	Security Officer, Unarmed – Standard Rate	HR			
0007B	Security Officer, Armed – Standard Rate	HR			
0007C	Security Officer, Supervisor – Standard Rate	HR			
0007D	Alarm Monitor – Standard Rate	HR			

(b) (4)

0007E	Alarm Monitor, Supervisor – Standard Rate	HR	
0007F	Security Officer, Unarmed – Overtime Rate	HR	
0007G	Security Officer, Armed – Overtime Rate	HR	
0007H	Security Officer, Supervisor – Overtime Rate	HR	
0007I	Alarm Monitor – Overtime Rate	HR	
0007J	Alarm Monitor, Supervisor – Overtime Rate	HR	
0008	Travel Costs IAW FTR		

Base

**Option Period 1: 10/1/2019 - 9/30/2020**

1001	Headquarters Complex Security Posts 10/1/2019 – 11/30/2019	MO	2
1002	Ross Security Posts 10/1/2019 – 11/30/2019	MO	2
1003	Park Place Security Posts 10/1/2019 – 11/30/2019	MO	2
1004	Eugene Starr Complex Security Posts 10/1/2019 – 11/30/2019	MO	2
1005	Munro Security Posts 10/1/2019 – 11/30/2019	MO	2
1006	Deployment and Urgent Security Services OR		
1006A	Security Officer, Unarmed – Standard Rate 10/1/2019 – 11/30/2019	HR	
1006B	Security Officer, Armed – Standard Rate 10/1/2019 – 11/30/2019	HR	
1006C	Security Officer, Supervisor – Standard Rate 10/1/2019 – 11/30/2019	HR	
1006D	Alarm Monitor – Standard Rate 10/1/2019 – 11/30/2019	HR	
1006E	Security Officer, Unarmed – Overtime Rate 10/1/2019 – 11/30/2019	HR	
1006F	Security Officer, Armed – Overtime Rate 10/1/2019 – 11/30/2019	HR	
1006G	Security Officer, Supervisor – Overtime Rate 10/1/2019 – 11/30/2019	HR	
1006H	Alarm Monitor – Overtime Rate 10/1/2019 – 11/30/2019	HR	
1006I	Security Officer, Unarmed – Standard Rate 12/1/2019 – 12/31/2019	HR	
1006J	Security Officer, Armed – Standard Rate 12/1/2019 – 12/31/2019	HR	
1006K	Security Officer, Supervisor – Standard Rate 12/1/2019 – 12/31/2019	HR	
1006L	Alarm Monitor – Standard 12/1/2019 – 12/31/2019	HR	
1006M	Security Officer, Unarmed – Overtime Rate 12/1/2019 – 12/31/2019	HR	
1006N	Security Officer, Armed – Overtime Rate 12/1/2019 – 12/31/2019	HR	
1006O	Security Officer, Supervisor – Overtime Rate 12/1/2019 – 12/31/2019	HR	
1006P	Alarm Monitor – Overtime Rate 12/1/2019 – 12/31/2019	HR	
1006Q	Security Officer, Unarmed – Standard Rate 1/1/2020 - 9/30/2020		
1006R	Security Officer, Armed – Standard Rate 1/1/2020 - 9/30/2020		
1006S	Security Officer, Supervisor - Standard Rate		

(b) (4)



	1/1/2020 - 9/30/2020			
1006T	Alarm Monitor – Standard Rate 1/1/2020 - 9/30/2020			
1006U	Security Officer, Unarmed – Overtime Rate 1/1/2020 - 9/30/2020			
1006V	Security Officer, Armed – Overtime Rate 1/1/2020 - 9/30/2020			
1006W	Security Officer, Supervisor - Overtime Rate 1/1/2020 - 9/30/2020			
1006X	Alarm Monitor – Overtime Rate 1/1/2020 - 9/30/2020			
1007	Deployment and Urgent Security Services WA			
1007A	Security Officer, Unarmed – Standard Rate 10/1/2019 – 11/30/2019	HR		
1007B	Security Officer, Armed – Standard Rate 10/1/2019 – 11/30/2019	HR		
1007C	Security Officer, Supervisor – Standard Rate 10/1/2019 – 11/30/2019	HR		
1007D	Alarm Monitor – Standard Rate 10/1/2019 – 11/30/2019	HR		
1007E	Alarm Monitor, Supervisor – Standard Rate 10/1/2019 – 11/30/2019	HR		
1007F	Security Officer, Unarmed – Overtime Rate 10/1/2019 – 11/30/2019	HR		
1007G	Security Officer, Armed – Overtime Rate 10/1/2019 – 11/30/2019	HR		
1007H	Security Officer, Supervisor – Overtime Rate 10/1/2019 – 11/30/2019	HR		
1007I	Alarm Monitor – Overtime Rate 10/1/2019 – 11/30/2019	HR		
1007J	Alarm Monitor, Supervisor – Overtime Rate 10/1/2019 – 11/30/2019	HR		
1007K	Security Officer, Unarmed – Standard Rate 12/1/2019 – 12/31/2019	HR		
1007L	Security Officer, Armed – Standard Rate 12/1/2019 – 12/31/2019	HR		
1007M	Security Officer, Supervisor – Standard Rate 12/1/2019 – 12/31/2019	HR		
1007N	Alarm Monitor – Standard Rate 12/1/2019 – 12/31/2019	HR		
1007O	Alarm Monitor, Supervisor – Standard Rate 12/1/2019 – 12/31/2019	HR		
1007P	Security Officer, Unarmed – Overtime Rate 12/1/2019 – 12/31/2019	HR		
1007Q	Security Officer, Armed – Overtime Rate 12/1/2019 – 12/31/2019	HR		
1007R	Security Officer, Supervisor – Overtime Rate 12/1/2019 – 12/31/2019	HR		
1007S	Alarm Monitor – Overtime Rate 12/1/2019 – 12/31/2019	HR		
1007T	Alarm Monitor, Supervisor – Overtime Rate 12/1/2019 – 12/31/2019	HR		
1007U	Security Officer, Unarmed – Standard Rate 1/1/2020 - 9/30/2020			

(b) (4)

1007V	Security Officer, Armed – Standard Rate 1/1/2020 - 9/30/2020		
1007W	Security Officer, Supervisor - Standard Rate 1/1/2020 - 9/30/2020		
1007X	Alarm Monitor – Standard Rate 1/1/2020 - 9/30/2020		
1007Y	Alarm Monitor Supervisor – Standard Rate 1/1/2020 - 9/30/2020		
1007Z	Security Officer, Unarmed – Overtime Rate 1/1/2020 - 9/30/2020		
1007BA	Security Officer, Armed – Overtime Rate 1/1/2020 - 9/30/2020		
1007BB	Security Officer, Supervisor - Overtime Rate 1/1/2020 - 9/30/2020		
1007BC	Alarm Monitor – Overtime Rate 1/1/2020 - 9/30/2020		
1007BD	Alarm Monitor Supervisor – Overtime Rate 1/1/2020 - 9/30/2020		
1008	Travel Costs IAW FTR		
1009	Headquarters Complex Security Posts 12/1/2019 – 12/31/2019	MO	1
1010	Ross Security Posts 12/1/2019 – 12/31/2019	MO	1
1011	Park Place Security Posts 12/1/2019 – 12/31/2019	MO	1
1012	Eugene Starr Complex Security Posts 12/1/2019 – 12/31/2019	MO	1
1013	Munro Security Posts 12/1/2019 – 12/31/2019	MO	1
1014	Cost Reimbursement for October and November 2019 Price Adjustment		
1015	Headquarters Complex Security Posts 1/1/2020 - 9/30/2020		9
1016	Ross Security Posts 1/1/2020 - 9/30/2020		9
1017	Park Place Security Posts 1/1/2020 - 9/30/2020		9
1018	Eugene Starr Complex Security Posts 1/1/2020 - 9/30/2020		9
1019	Munro Security Posts 1/1/2020 - 9/30/2020		9
<b>Option Period 1: 10/1/2020 - 9/30/2021</b>			
2001	Headquarters Complex Security Posts	MO	12
2002	Ross Security Posts	MO	12
2003	Park Place Security Posts	MO	12
2004	Eugene Starr Complex Security Posts	MO	12
2005	Munro Security Posts	MO	12
2006	Deployment and Urgent Security Services OR		
2006A	Security Officer, Unarmed – Standard Rate	HR	
2006B	Security Officer, Armed – Standard Rate	HR	
2006C	Security Officer, Supervisor – Standard Rate	HR	
2006D	Alarm Monitor – Standard Rate	HR	
2006E	Security Officer, Unarmed – Overtime Rate	HR	
2006F	Security Officer, Armed – Overtime Rate	HR	
2006G	Security Officer, Supervisor – Overtime Rate	HR	
2006H	Alarm Monitor – Overtime Rate	HR	
2007	Deployment and Urgent Security Services WA		

(b) (4)



2007A	Security Officer, Unarmed – Standard Rate	HR	
2007B	Security Officer, Armed – Standard Rate	HR	
2007C	Security Officer, Supervisor – Standard Rate	HR	
2007D	Alarm Monitor – Standard Rate	HR	
2007E	Alarm Monitor, Supervisor – Standard Rate	HR	
2007F	Security Officer, Unarmed – Overtime Rate	HR	
2007G	Security Officer, Armed – Overtime Rate	HR	
2007H	Security Officer, Supervisor – Overtime Rate	HR	
2007I	Alarm Monitor – Overtime Rate	HR	
2007J	Alarm Monitor, Supervisor – Overtime Rate	HR	
2008	Travel Costs IAW FTR		

Option F

**Option Period 3: 10/1/2021 - 9/30/2022**

3001	Headquarters Complex Security Posts	MO	12
3002	Ross Security Posts	MO	12
3003	Park Place Security Posts	MO	12
3004	Eugene Starr Complex Security Posts	MO	12
3005	Munro Security Posts	MO	12
3006	Deployment and Urgent Security Services OR		
3006A	Security Officer, Unarmed – Standard Rate	HR	
3006B	Security Officer, Armed – Standard Rate	HR	
3006C	Security Officer, Supervisor – Standard Rate	HR	
3006D	Alarm Monitor – Standard Rate	HR	
3006E	Security Officer, Unarmed – Overtime Rate	HR	
3006F	Security Officer, Armed – Overtime Rate	HR	
3006G	Security Officer, Supervisor – Overtime Rate	HR	
3006H	Alarm Monitor – Overtime Rate	HR	
3007	Deployment and Urgent Security Services WA		
3007A	Security Officer, Unarmed – Standard Rate	HR	
3007B	Security Officer, Armed – Standard Rate	HR	
3007C	Security Officer, Supervisor – Standard Rate	HR	
3007D	Alarm Monitor – Standard Rate	HR	
3007E	Alarm Monitor, Supervisor – Standard Rate	HR	
3007F	Security Officer, Unarmed – Overtime Rate	HR	
3007G	Security Officer, Armed – Overtime Rate	HR	
3007H	Security Officer, Supervisor – Overtime Rate	HR	
3007I	Alarm Monitor – Overtime Rate	HR	
3007J	Alarm Monitor, Supervisor – Overtime Rate	HR	
3008	Travel Costs IAW FTR		

Option F

**Option Period 4: 10/1/2022 - 9/30/2023**

4001	Headquarters Complex Security Posts	MO	12
4002	Ross Security Posts	MO	12
4003	Park Place Security Posts	MO	12
4004	Eugene Starr Complex Security Posts	MO	12
4005	Munro Security Posts	MO	12
4006	Deployment and Urgent Security Services OR		
4006A	Security Officer, Unarmed – Standard Rate	HR	

(b) (4)



4006B	Security Officer, Armed – Standard Rate	HR	
4006C	Security Officer, Supervisor – Standard Rate	HR	
4006D	Alarm Monitor – Standard Rate	HR	
4006E	Security Officer, Unarmed – Overtime Rate	HR	
4006F	Security Officer, Armed – Overtime Rate	HR	
4006G	Security Officer, Supervisor – Overtime Rate	HR	
4006H	Alarm Monitor – Overtime Rate	HR	
4007	Deployment and Urgent Security Services WA		
4007A	Security Officer, Unarmed – Standard Rate	HR	
4007B	Security Officer, Armed – Standard Rate	HR	
4007C	Security Officer, Supervisor – Standard Rate	HR	
4007D	Alarm Monitor – Standard Rate	HR	
4007E	Alarm Monitor, Supervisor – Standard Rate	HR	
4007F	Security Officer, Unarmed – Overtime Rate	HR	
4007G	Security Officer, Armed – Overtime Rate	HR	
4007H	Security Officer, Supervisor – Overtime Rate	HR	
4007I	Alarm Monitor – Overtime Rate	HR	
4007J	Alarm Monitor, Supervisor – Overtime Rate	HR	
4008	Travel Costs IAW FTR		
<b>Option</b>			
<b>Option Period 4: 10/1/2022 - 9/30/2023</b>			
5001	Physical Security Transition Services	MO	2
<b>Base and Exercised</b>			
<b>Base and All</b>			

(b) (4)

**INVOICE (28-3)**  
**(OCT 2014) BPI 28.3.4(G))**

- (a) The Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include –
- (1) Name and address of the Contractor;
  - (2) Invoice date and number;
  - (3) Contract number, contract line item number and, if applicable, the order number;
  - (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
  - (5) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
  - (6) Terms of any discount for prompt payment offered;
  - (7) Name and address of official to whom payment is to be sent;
  - (8) Name, title, and phone number of person to notify in event of defective invoice; and
  - (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
  - (10) Electronic funds transfer (EFT) banking information.
- (b) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT-FIRM FIXED PRICE (28-4.1)**  
**(MAR 2018)(BPI 28.3.4(H))**

- (a) Payment.
- (1) Items accepted. Payment shall be made for items accepted by Bonneville that have been delivered to the delivery destinations set forth in this contract.

- (2) Prompt Payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
- (3) Electronic Funds Transfer.
- (i) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
  - (ii) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
  - (iii) Submission of EFT banking information to Bonneville. The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:  
  

Bonneville Power Administration	email: <a href="mailto:VendorMaintenance@bpa.gov">VendorMaintenance@bpa.gov</a>
PO Box 491	phone: 360-418-2800
ATTN: NSTS-MODW Vendor Maintenance	fax: 360-418-8904
Vancouver, WA 98666-0491	
- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that Bonneville has otherwise overpaid on a contract financing or invoice payment, the Contractor shall:
- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the –
    - (A) Circumstances of the overpayment (e.g. duplicate payment, erroneous payment, liquidation error, date(s) of overpayment);
    - (B) Affected contract number and delivery order number, if applicable;
    - (C) Affected contract line item or subline item, if applicable; and
    - (D) Contractor point of contact.
  - (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6) Interest.
- (i) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of Treasury as provided in Section 611 of the Contracts Disputes Act of 1978 (Public Law 95-563)(41 U.S.C. 7101-7109), which is applicable to the period in which the amount becomes due, as provided in (a)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
  - (ii) Bonneville may issue a demand for payment to the Contractor upon finding that a debt is due under the contract.
  - (iii) Final decision. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if:
    - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
    - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
    - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.



- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
  - (A) The date fixed under this contract.
  - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on –
  - (A) The date on which the designated office receives payment from the Contractor;
  - (B) The date of issuance of a Bonneville check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
  - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

**PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)**  
**(MAR 2018)(BPI 28.3.4(I))**

- (a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:
  - (1) Hourly rate.
    - (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
    - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
    - (iii) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.
    - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
    - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
      - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
      - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
      - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
  - (2) Materials.
    - (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
      - (A) Quantities being acquired; and
      - (B) Any modifications necessary because of contract requirements.
    - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
      - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

- (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (iii) To the extent able, the Contractor shall –
  - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
  - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
  - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause: Travel Costs in accordance with the Federal Travel Regulations.
  - (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: None.
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
  - (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
  - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
    - (i) The original timecards (paper-based or electronic);
    - (ii) The Contractor's timekeeping procedures;
    - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
    - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
  - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—
    - (i) Any invoices or subcontract agreements substantiating material costs; and
    - (ii) Any documents supporting payment of those invoices.
- (e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30

days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—

- (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
    - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
    - (ii) Affected contract number and delivery order number, if applicable;
    - (iii) Affected contract line item or subline item, if applicable; and
    - (iv) Contractor point of contact.
  - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)
- (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
  - (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
  - (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
    - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
    - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
    - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
  - (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
  - (5) Amounts shall be due at the earliest of the following dates:
    - (i) The date fixed under this contract.
    - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
  - (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
    - (i) The date on which the designated office receives payment from the Contractor;
    - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
    - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
  - (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
  - (8) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
  - (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.
    - (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.



- (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
- (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).
  - (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
  - (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
  - (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration  
PO Box 491  
ATTN: NSTS-MODW Vendor Maintenance  
Vancouver, WA 98666-0491

email: [VendorMaintenance@bpa.gov](mailto:VendorMaintenance@bpa.gov)  
phone: 360-418-2800  
fax: 360-418-8904

- (j) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

**INSPECTION/ACCEPTANCE-FIRM FIXED PRICE (28-5.1)  
(MAR 2018)(BPI 28.3.4(J))**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. Bonneville reserves the right to inspect or test any supplies or services that have been tendered for acceptance. Bonneville may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, Bonneville may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. Bonneville must exercise its post-acceptance rights:

- (k) within a reasonable time after the defect was discovered or should have been discovered; and
- (l) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

**INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)**  
**(MAR 2018)(BPI 28.3.4(K))**

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e)
  - (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
    - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
    - (ii) Terminate this contract for cause.
  - (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
  - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
  - (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

**CHANGES (28-6)**  
**(JUL 2013)(BPI 28.3.4(L))**

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

**STOP WORK ORDER (28-7)**  
**(MAR 2018)(BPI 28.3.4(M))**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
  - (1) Cancel the stop work order; or
  - (2) Terminate the work covered by the order as provided in the Termination for Bonneville's Convenience clause of this contract.
- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
  - (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of Bonneville, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

**FORCE MAJEURE/EXCUSABLE DELAY (28-8)**  
**(JUL 2013)(BPI 28.3.3.6(N))**

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

**TERMINATION FOR CAUSE – FIRM FIXED PRICE (28-9.1)**  
**(MAR 2018)(BPI 28.3.4(O))**

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon request, with adequate assurances of future performance. In the event of termination for cause, Bonneville shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

**TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)  
(MAR 2018)(BPI 28.3.4(P))**

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor-Hour, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by Bonneville shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor-Hour, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

**TERMINATION FOR BPA'S CONVENIENCE-FIRM FIXED PRICE (28-10.1)  
(MAR 2018)(BPI 28.3.4(Q))**

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

**TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)  
(MAR 2018)(BPI 28.3.4(R), BPI 28.3.3.7(A))**

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

**WARRANTY (28-11)  
(JUL 2013)(BPI 28.3.4(S))**

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.



**LIMITATION OF LIABILITY (28-12)**  
**(JUL 2013)(BPI 28.3.4(T))**

Except as otherwise provided by an express warranty, the Contractor shall not be liable to Bonneville for consequential damages resulting from any defect or deficiencies in accepted items.

**DISPUTES (28-13)**  
**(JUL 2013)(BPI 28.3.4(U))**

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

**INDEMNIFICATION (28-14)**  
**(MAR 2018)(BPI 28.3.4(V))**

The Contractor shall indemnify Bonneville and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

**TITLE (28-16)**  
**(MAR 2018)(BPI 28.3.4(X))**

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Bonneville upon acceptance, regardless of when or where Bonneville takes physical possession.

**TAXES (28-17)**  
**(JUL 2013)(BPI 28.3.4(Y))**

The contract price includes all applicable Federal, State, and local taxes and duties.

**ASSIGNMENT (28-18)**  
**(MAR 2018) (BPI 28.3.4(Z))**

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a Bonneville purchase card), the Contractor may not assign its rights to receive payments under this contract.

**OTHER COMPLIANCES (28-19)**  
**(JUL 2013)(BPI 28.3.4(AA))**

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

**REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)**  
**(MAR 2018)(BPI 28.3.4(BB))**

The Contractor shall comply with the following clauses that are incorporated by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:



**APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:**

- (a) The following clauses are applicable to all contracts and solicitations:
- (1) Organizational Conflicts of Interest (Clause 3-2)
  - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
  - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
  - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
  - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
  - (6) Restriction on Certain Foreign Purchases (Clause 9-8)
  - (7) Combating Trafficking in Persons (Clause 10-25)
  - (8) Printing (Clause 11-9)
  - (9) Ozone Depleting Substances (Clause 15-7)
  - (10) Refrigeration Equipment (Clause 15-8)
  - (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
  - (12) Recovered Materials (Clause 15-10)
  - (13) Bio-Based Materials (Clause 15-11)
  - (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
  - (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
  - (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
    - (i) Work performed outside the United States by employees who were not recruited within the United States; or
    - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
  - (17) Equal Opportunity (Clause 10-1) except under the following conditions –
    - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
    - (ii) Work performed outside the United States by employees who were not recruited within the United States;
    - (iii) Individuals (as opposed to a firm with multiple employees); or
    - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
  - (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
  - (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
    - (i) Civil aircraft and related articles;
    - (ii) Supplies subject to trade agreement thresholds; or
    - (iii) Commercial IT equipment and supplies.
  - (20) Examination of Records.
    - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
      - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
      - (B) Interview any officer or employee regarding such transactions.
    - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
    - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

**APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS ABOVE \$150K:**

- (b) In addition to the requirements above, the following clauses are applicable to all contracts and solicitations that exceed or are expected to exceed \$150K:
- (1) Equal Opportunity for Veterans (Clause 10-19)
  - (2) Employment Reports on Veterans (Clause 10-20)
  - (3) Contract Work Hours and Safety Standards Act – Overtime Compensation (Clause 10-21)
  - (4) Nondisplacement of Qualified Workers (Clause 23-5), except for:
    - (i) Contracts and subcontracts awarded pursuant to 41 U.S.C. chapter 85, Committee for Purchase from People Who Are Blind or Severely Disabled;
    - (ii) Guard, elevator operator, messenger, or custodial services provided to the Government under contracts or subcontracts with sheltered workshops employing the "severely handicapped" as described in 40 U.S.C. 593;
    - (iii) Agreements for vending facilities entered into pursuant to the preference regulations issued under the Randolph Sheppard Act, 20 U.S.C. 107; or
    - (iv) Service employees who were hired to work under a Federal service contract and one or more nonfederal service contracts as part of a single job, provided that the service employees were not deployed in a manner that was designed to avoid the purposes of this subpart.
  - (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
    - (A) Are only for work that will be performed outside the United States;
    - (B) Are for a period of performance of less than 120 days; or
    - (C) Are only for:
      - (1) Commercially available off-the-shelf items;
      - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
      - (3) Commercial services that are –
        - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
        - (ii) Performed by the COTS provider; and
        - (iii) Are normally provided for that COTS item.
      - (4) Are with other U.S. federal government agencies.

**ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS**

- (c) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the Bonneville contract for commercial items or services:
- (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
  - (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
    - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
    - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities
    - (iii) Equal Opportunity (Clause 10-1)
    - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
    - (v) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items
    - (vi) Equal Opportunity for Veterans (Clause 10-19)
    - (vii) Employment Reports on Veterans (Clause 10-20)
    - (viii) Contract Work Hours and Safety Standards Act (Clause 10-21)
    - (ix) Combating Trafficking in Persons (Clause 10-25)
    - (x) Minimum Wage for Federal Contracts (Clause 10-28)
    - (xi) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
    - (xii) Acceleration of Payments to Small Business Contractors (Clause 22-21)
    - (xiii) Nondisplacement of Qualified Workers (Clause 23-5)

- (d) Text of clauses incorporated by reference is available at:  
<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.

**ORDER OF PRECEDENCE (28-21)**  
**(JUL 2013)(BPI 28.3.4(CC))**

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.
- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.
- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work.

**APPLICABLE LAW (28-22)**  
**(JUL 2013)(BPI 28.3.4(DD))**

United States law will apply to resolve any claim of breach of this contract.

## UNIT 2 – OTHER CLAUSES

### **RESTRICTION ON COMMERCIAL ADVERTISING (3-9)** **(MAR 2018) (BPI 3.5.2)**

The Contractor agrees that without the Bonneville Power Administration's (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

### **PRIVACY PROTECTION (5-2)** **(MAR 2018)(BPI 5.1.4 (B))**

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor's own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;
- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

### **OPTION TO EXTEND SERVICES (7-39)** **(MAR 2018) (BPI 7.9.8(F))**

Bonneville may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by advance written notice to the Contractor within 60 calendar days.



**OPTION TO EXTEND THE TERM OF THE CONTRACT (7-40)**  
**(MAR 2018) (BPI 7.9.8(G))**

- (a) Bonneville may extend the term of this contract by advance written notice to the Contractor within 60 calendar days; provided that Bonneville gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit Bonneville to an extension.
- (b) If Bonneville exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause; shall not exceed 5 years and 7 months.

**LIQUIDATED DAMAGES – SMALL BUSINESS SUBCONTRACTING PLAN (8-5)**  
**(MAR 2018) (BPI 8.3.4.1(B))**

- (a) "Failure to make a good faith effort to comply with the subcontracting plan," as used in this clause, means a willful or intentional failure to perform in accordance with the subcontracting plan approved under this contract, or willful or intentional action to frustrate the plan.
- (b) If the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides that the Contractor failed to make a good faith effort to comply with its subcontracting plan, the Contractor shall pay Bonneville liquidated damages in an amount stated. The amount of damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the contractor failed to achieve each subcontract goal, or in the case of a commercial products plan, that portion of the dollar amount allocable to the Bonneville contract by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If the Contracting Officer finds that the contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to approved commercial products plans, i.e., company-wide or division-wide subcontracting plans, the Contracting Officer of the agency that originally approved the plan will exercise the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial products plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

**SERVICE CONTRACT LABOR STANDARDS (10-3)**  
**(MAR 2018)(BPI 10.2.2.3)**

- (a) Definitions. As used in this clause-
  - "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
  - "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
  - "Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.
- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.
- (c) Compensation.
  - (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe



benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

- (2)
- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
  - (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
  - (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
  - (iv) Establishing rates.
    - (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
    - (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
    - (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.
  - (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour

- Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
- (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
- (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
- (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
- (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
- (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary,

hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records.

(1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act:

(A) Name, address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the Bonneville prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Bonneville may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.

(m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Bonneville prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Bonneville prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
  - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
  - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
  - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
  - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
  - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
  - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
  - (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
  - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received):

- (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**FAIR LABOR AND SERVICE CONTRACT LABOR STANDARDS – PRICE ADJUSTMENT (10-4)  
(MAR 2018)(BPI 10.2.3.3.2)**

- (a) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under paragraph (d) below.
- (b) The minimum monetary wages and fringe benefits required to be paid or furnished to service employees under this contract as set forth in the wage determination, shall be subject to adjustment if (1) the period of performance of this contract exceeds two years, (2) the contract contains option provisions specifying that a differing wage determination shall apply thereto, (3) an amendment to the Fair Labor Standards Act is enacted revising the minimum wage rate, (4) a contract modification significantly changes the nature of the work, or, (5) the Department of Labor otherwise directs.
- (c) The contract price or contract unit priced labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with the new rates, or the decrease is voluntarily made by the Contractor.
- (d) Any such adjustment shall be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, material costs, overhead, or profit. (For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour.)
- (e) The Contractor shall notify the Contracting Officer (CO) of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the CO. The Contractor shall promptly notify the CO of any decrease under this clause, but nothing in the clause shall preclude the Bonneville from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records that the CO may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on, or determination of, any such adjustment and its effective date.
- (f) The CO or an authorized representative shall have access to and the right to examine any pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)  
(OCT 2014) (BPI 10.2.2.3(B))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated by reference into the contract, and are identified as follows:

Wage Determination	Revision #	Revision Date	State	County
CBA-2015-7941	2	12/11/2018	OR	Statewide
CBA-2015-7942	2	12/11/2018	WA	Statewide



**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)**  
**(OCT 2014) (BPI 10.1.8.3)**

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
  - (1) Normally performs support work, such as indirect or overhead functions; and
  - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
  - (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
    - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
    - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
    - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
  - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
    - (i) All new employees.
      - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
      - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or
    - (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).
  - (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
  - (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
    - (i) Enrollment in the E-Verify program; or
    - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
  - (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
    - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.

- (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
  - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
  - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
  - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
  - (1) Is for:
    - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
    - (ii) Construction.
  - (2) Has a value of more than \$3,000; and
  - (3) Includes work performed in the United States.

**PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)  
(MAR 2018) (BPI 10.1.12.9)**

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –
  - “Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
  - “Employee” –
    - (1)
      - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and
        - (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
        - (B) Including employees who qualify for an exemption from the Fair Labor Standards Act’s minimum wage and overtime provisions,
        - (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
      - (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor’s Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
    - (2)
      - (i) An employee performs “on” a contract if the employee directly performs the specific services called for by the contract; and
      - (ii) An employee performs “in connection with” a contract if the employee’s work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

“Individual related by blood or affinity whose close association with the employees is the equivalent of a family relationship” has the meaning given in 29 CFR 13.2.

“Multiemployer” plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

- (b) Executive Order 13706.
  - (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
  - (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave.* The Contractor shall –
  - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
  - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
  - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
  - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
  - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
  - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
  - (1) Any pay and/or benefits denied or lost by reason of the violation;
  - (2) Other actual monetary losses sustained as a direct result of the violation; and
  - (3) Liquidated damages.
- (f) *Payment suspension/contract termination/contractor debarment.*
  - (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
  - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
  - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) *Recordkeeping.*
  - (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

- (i) Name, address, and social security number of each employee.
  - (ii) The employee's occupation(s) or classification(s).
  - (iii) The rate or rates of wages paid (including all pay and benefits provided).
  - (iv) The number of daily and weekly hours worked.
  - (v) Any deductions made.
  - (vi) The total wages paid (including all pay and benefits provided) each pay period.
  - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
  - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
  - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
  - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
  - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
  - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
  - (xiii) The relevant contract.
  - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
  - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
- (2)
- (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
  - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.
- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
- (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.
  - (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply



- to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
- (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
  - (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
  - (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
  - (j) **Interference/discrimination.**
    - (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
      - (i) Miscalculating the amount of paid sick leave an employee has accrued;
      - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
      - (iii) Discouraging an employee from using paid sick leave;
      - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
      - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
      - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
      - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
    - (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
      - (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
      - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
      - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
      - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
  - (k) **Notice.** The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.
  - (l) **Disputes concerning labor standards.** Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
  - (m) **Subcontracts.** The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

**POST AWARD ORIENTATION (14-19)**  
**(SEP 2007)(BPI 14.5.3.3)**

The successful offeror will be required to participate in a post award orientation as designated by the Contracting Officer.



**COMPUTER FRAUD AND ABUSE ACT (14-21)**  
**(MAR 2018)(BPI 14.14.1)**

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

**SUBCONTRACTS (14-7)**  
**(MAR 2018)(BPI 14.9.1)**

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

**CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)**  
**(MAR 2018)(BPI 14.1.5)**

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

**BANKRUPTCY (14-18)**  
**(OCT 2005)(BPI 14.19.3)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

**CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)**  
**(MAR 2018)(BPI 15.3.1.1(A))**

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:
  - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
  - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
  - (3) Firearms and Other Weapons (BPAM 1086),
  - (4) Standards of conduct regarding transmission information (BPI 3.2),
  - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
  - (6) Information Protection (Bonneville Policy 433-1),
  - (7) Safeguards and Security Program (Bonneville Policy 430-1);
  - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
  - (9) Cyber Security Program (Bonneville Policy 434-1),
  - (10) Business Use of Bonneville Technology Services (BPAM Chapter 1110),

- (11) Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
  - (12) Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
  - (13) Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
  - (14) Preservation of property (41 CFR § 102-74.380),
  - (15) Compliance with Signs and Directions (41 CFR § 102-74.385),
  - (16) Disturbances (41 CFR § 102-74.390),
  - (17) Gambling Prohibited (41 CFR § 102-74.395),
  - (18) Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
  - (19) Posting and Distributing Materials (41 CFR § 102-74.415)
  - (20) Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
  - (21) Dogs and Other Animals Prohibited (41 CFR § 102-74.425).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

**HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (15-6)**  
**(MAR 2018)(BPI 15.4.2)**

- (a) The Contractor agrees to submit a Material Safety Data Sheet (Department of Labor Form OSHA-20), as prescribed in Federal Standard No. 313C, for all hazardous material 5 days before delivery of the material whether or not it is listed in Appendix A of the Standard. This obligation applies to all materials delivered under this contract which will involve exposure to hazardous materials or items containing these materials.
- (b) "Hazardous material," as used in this clause, is as defined in Federal Standard, No. 313C, in effect on the date of this contract.
- (c) Neither the requirements of this clause nor any act or failure to act by Bonneville shall relieve the Contractor of any responsibility or liability for the safety of Bonneville, Contractor, or subcontractor personnel or property.
- (d) The Contractor shall comply with applicable Federal, state, and local laws, codes, ordinances, and with regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts at any tier (including purchase orders) under this contract involving hazardous material.

**CONTRACTOR SAFETY AND HEALTH (15-12)**  
**(MAR 2018)(BPI 15.6.4.1(A))**

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.
  - (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
  - (2) The Contractor shall comply with:
    - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
    - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
    - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
    - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.

- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
  - (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
  - (2) The Contractor shall follow up each phone call notification with an email to [SafetyNotification@bpa.gov](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. 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 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.

**HOMELAND SECURITY (15-18)**  
**(MAR 2018) (BPI 15.10.3)**

- (a) If any portion of the Contractor's maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to Bonneville to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. Bonneville will notify the Contractor in writing whether or not it can allow an intangible export of Bonneville's Critical Information or if a Deemed Export License is required.
- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to Bonneville Critical Information. Bonneville will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify Bonneville's Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with Bonneville in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. Bonneville may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

**WORK ON A GOVERNMENT INSTALLATION (16-7)**  
**(MAR 2018) (BPI 16.4.8.1)**

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in this contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective –
  - (1) For such period as the laws of the State in which this contract is performed prescribe; or
  - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) Each insurance policy required under this contract, other than workers' compensation insurance, shall contain an endorsement naming the United States as an additional insured with respect to operations performed under this contract. The insurance carrier is required to waive all subrogation rights against any of the named insured.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a

copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

**MINIMUM INSURANCE COVERAGE (16-8)**  
**(MAR 2018) (BPI 16.4.8.2)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$2,000,000 per occurrence.
- (c) Excess / Umbrella general liability insurance of at least \$5,000,000
- (d) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (e) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

**NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)**  
**(MAR 2018)(BPI 17.6.2.2.2(B))**

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under this

contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:

- (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;
  - (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
  - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
  - (4) Bonneville is required by law to disclose, or is subject to FOIA;
  - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
  - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).
- (c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)**  
**(MAR 2018)(BPI 19.8.1)**

In those instances where Bonneville provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless Bonneville from any and all claims and damages or other costs where Bonneville was not at fault.

**RELEASE OF CLAIMS (21-4)**  
**(MAR 2018)(BPI 21.3.10.1)**

After completion of work, and prior to final payment, the Contracting Officer may, at his or her option, require the Contractor to furnish a release of claims against Bonneville arising out of the contract, other than claims specifically excepted from the operation of the release.

**CONTINUITY OF SERVICES (23-1)**  
**(MAR 2018)(BPI 23.1.7(A))**

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

**KEY PERSONNEL (23-2)**  
**(SEP 1998)(BPI 23.1.7(B))**

The personnel listed below are considered to be essential to the work being performed hereunder. No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(b) (6)

## UNIT 4 — STATEMENT OF WORK

- A) General Information
  - 1) Introduction
  - 2) Background
  - 3) Place of Performance
  - 4) Government-Furnished Materials and Equipment
  - 5) Contractor-Furnished Materials and Equipment
  - 6) Federal Holidays
  - 7) Acronym Definitions
  - 8) Documentation
- B) Work and Service Requirements
  - 1) General Requirements
  - 2) Security Clearance Requirements
  - 3) Required Documentation Prior to Award
  - 4) Standard Operating Procedures
  - 5) Certifications and Credentials
  - 6) Contractor Furnished Training
  - 7) Contract Employee Requirements
  - 8) Duties of the Contractor
  - 9) Weapons Requirements
  - 10) Company Representatives and Supervision
  - 11) Security Supervisor Procedures And Duties
  - 12) General Security Officer Conduct
  - 13) Deliverables and Performance
  - 14) Shift and Post Requirement
  - 15) Safety Requirements
- C) Security Service for the BPA Headquarters Complex
- D) Security Service for the Ross Complex
- E) Security Service for the BPA Park Place Leased Office Complex
- F) Security Service for the Eugene Starr Complex
- G) Security Service for the Munro Complex
- H) Security Service Deployment to Energized Facilities
- I) Performance Assurance
- J) Performance Evaluation



## A) GENERAL INFORMATION

### 1) INTRODUCTION

- a. This Statement of Work is for the acquisition of armed security officer services (protective force) at the Bonneville Power Administration (BPA) Headquarters in Portland, Oregon; Ross Complex, located in Vancouver, Washington; Eugene Starr Complex, located in The Dalles, Oregon; Munro Complex in Mead, Washington; and other BPA facilities or properties as security needs arise.
- b. The services provided are commensurate with the duties of a Guard I (limited use of Guard I), Guard II and Alarm Monitor as defined under the Protective Service Occupations category of the Department of Labor (DOL) document titled, "Service Contract Act Directory of Occupations." Therefore, services offered by the Contractor must stipulate use of Guard I and Guard II, and Alarm Monitor personnel exclusively. Any employment of Guard I personnel during the performance of the contract other than that specified in the Statement of Work and allowed by the temporary exception outlined in section 13.b, Certifications and Credentials or authorized by the CO or COR prior to the posting occurring, may be considered grounds for termination for default.
- c. This Statement of Work (SOW) is for the sole use of the security services provider (Contractor) and Bonneville Power Administration in order to administer this security services contract. All information, procedures, requirements, instructions and descriptions of duties contained in the SOW shall be protected from unauthorized disclosure, distribution, copying, other duplication, electronic transmission, and any other form of unauthorized use. This SOW shall not be provided in part or in full to any person, company, agency, representative or any other element without the express written consent of the Contracting Officer. This document is identified as Critical Information. Under BPA's Information Protection Guidance, it is not required to be marked; however, controlled distribution and information security protections are required.
- d. The execution of this SOW will be under the supervision of the Bonneville Power Administration's (BPA's) Office of Security and Continuity of Operations (OSCO), under the direction of the Chief Security and Continuity Officer (CSCO).

### 2) BACKGROUND

- a. The Bonneville Power Administration (hereinafter referred to as "BPA") is a federal agency, within the U.S. Department of Energy, that markets wholesale electrical power and operates and markets transmission services in the Pacific Northwest. The wholesale electrical power marketed by BPA comes from 31 federal hydro projects in the Columbia River Basin, one nonfederal nuclear plant and several other small nonfederal power plants. BPA's customers include publicly owned and investor-owned utilities, as well as some large industries. BPA also sells or exchanges power with utilities in Canada and the Western United States. Revenue earned by BPA helps it fulfill public responsibilities that include low-cost and reliable power and investments in energy conservation and renewable resources.
- b. As a major provider of electrical power throughout the Pacific Northwest, BPA's resources are critical to the agency continuing to meet its mission essential function, providing Federal power to load in a reliable manner. As such, BPA is required to develop and implement security strategies to protect critical infrastructure, key resources, and personnel to ensure the accomplishment of BPA's mission. The intent of these strategies are to prevent the exploitation, incapacitation, or destruction of BPA's infrastructures and resources. Accordingly, BPA's hydro-electric grid is identified as critical to the economic prosperity, national defense, and quality of life of the United States. Therefore, BPA seeks a partnership with a security provider who is equipped and prepared to play a vital role in supporting the protection of BPA's portion of the nation's critical energy infrastructure.

### 3) PLACE OF PERFORMANCE

- a. The Contractor shall provide security officer services at the BPA's facilities at the following locations:
- b. BPA Headquarters building, located at 905 NE 11th Avenue, Portland, OR 97232
- c. BPA Ross Complex, located at 5411 NE Highway 99, Vancouver, Washington 98663

- d. Eugene Starr Complex, located in The Dalles, Oregon
  - e. Munro Complex, located in Mead, Washington
  - f. Other locations within the BPA Regional Service Area as deemed necessary by BPA
- 4) GOVERNMENT-FURNISHED MATERIALS AND EQUIPMENT
- a. BPA will provide facilities, workstations, computers, printers, and other associated equipment for security officer and security supervisor use.
  - b. BPA will provide maps, floor plans and information to build security operating procedures to the Contractor as needed for distribution to appropriate posts and personnel. The Contractor must maintain these materials in the post books. The Contractor must protect this information in accordance with BPA Information Protection Program standards.
  - c. BPA will provide a copy of the Emergency Procedures and any call-out rosters, which the Contractor shall maintain at each site. These documents shall be protected in accordance with BPA Information Protection Program standards.
- 5) CONTRACTOR-FURNISHED MATERIALS AND EQUIPMENT
- a. The Contractor shall furnish all training, quality control, personnel, uniforms, equipment, materials, and supervision to maintain physical security for BPA Headquarters, Ross Complex, Eugene Starr Complex, Munro Complex, employees, and visitors.
  - b. The Contractor shall provide the following items of operational equipment:
    - i. One hand-held portable public address system with batteries at HQ, Ross, Eugene Starr and Munro locations
    - ii. One hand-held, battery-operated spotlight with batteries at each complex, HQ, Ross, Eugene Starr and Munro
    - iii. Sufficient communications equipment, to maintain contact with security officers and BPA Local Facilities personnel.
    - iv. One (1) 800 MHz capable hand held radio on each security post. Additionally, base stations compatible with regional emergency services communications systems shall be provided for Headquarters Post 1, Ross Dittmer AMS, Ross Post 2, (CSB) and Munro AMS.
  - c. The Contractor shall furnish Vehicles to meet SOW requirements. Information on vehicles being considered must be submitted to and approved by the BPA OSCO COR prior to use in performance of this contract. Consideration for the selection of patrol vehicles shall include area inclement weather conditions, operating terrain, fuel economy, vehicle purpose, etc. Vehicles designated for deployment purposes must take into account that BPA deployment locations include remote locations accessed via fire roads, and Right of Way access roads that require ability to operate off hardened road surfaces. Any exceptions, changes, or modifications to vehicle requirements during the contract must be approved in advance by the COR and/or CO. Refer to Federal Standard 307 for further guidance
    - i. BPA Headquarters.
      - (a) No vehicles are required
    - ii. Ross Complex
      - (a) Three Vehicles, Two for patrol and one for supervision.
      - (b) All are to be AWD or 4x4
      - (c) Est. Mileage for patrol vehicles 22,000 each, per year
      - (d) Est. Mileage for supervisor vehicle: 35,000 per year.
    - iii. Park Place office complex
      - (a) One vehicle for patrol duties.

- (b) Est. Mileage: 7,000 miles per year
- iv. Eugene Starr Complex
  - (a) One vehicle for patrol use
  - (b) AWD or 4-wheel drive, compact, extended cab pickup truck or SUV.
  - (c) Est. Mileage: 30,000 Per year
- v. Munro Complex
  - (a) One vehicle for patrol use.
  - (b) AWD or 4-wheel drive, compact, extended cab pickup truck or SUV
  - (c) Est. Mileage: 30,000 Per year
- vi. Spare Deployment Vehicles
  - (a) Two spare vehicles shall be available at all times for emergency deployments to various BPA facilities or higher threat conditions. One of the spare vehicle may be located at the Eugene Starr Complex.
  - (b) AWD or 4-wheel drive, compact, extended cab pickup truck or SUV.
  - (c) Est. Mileage 6,000 per year.
- vii. Vehicle equipment
  - (a) The color of the patrol vehicles shall be consistent with security or law enforcement-type vehicles. Doors on each side of the vehicles shall be marked "Security". In addition to other items deemed necessary by the Contractor, the Contractor must equip vehicles as follows:
  - (b) Light bar with flashing amber lights
  - (c) Spot light (mounted, remotely operated or hand-held portable)
  - (d) Spare tire and tools
  - (e) Traction devices or tires
  - (f) First Aid kit with protective gloves and medical waste receptacle
  - (g) Emergency Road Kit using LED or reflective emergency markers
  - (h) Vehicle mounted radio compatible with regional emergency services communications systems
  - (i) A,B,C Fire extinguisher
- d. Uniform and Equipment
  - i. Uniforms shall be of professional appearance, color-coordinated police/security style uniforms that are standard issue by the Contractor and worn by all security officers and security supervisors. The uniforms for security officers and security supervisors assigned to the Eugene Starr Complex may be a tactical uniform (e.g. – 5.11 Tactical Series or similar) in the color of Khaki. Officers required to have a Non Electrical Worker Access Permit to energized areas must be provided uniforms meeting NFPA requirements for Arc Flash and Energized yard environments as listed in the BPA Accident Prevention Manual and Rules of Conduct Handbook.
  - ii. The following items of clothing and equipment shall be issued to and placed in the care and custody of each employee. Adjustments or changes to these requirements must be approved in advance by the COR.
  - iii. Rain and cold weather gear as required with high visibility security identification located on the front and back.

- iv. A name tag that is professional in appearance with the first initial and last name of the officer to be worn in a consistent location on the uniform.
- v. Duty belt with minimum level 3 retention holster, similar to what Law Enforcement agencies currently use, requiring two separate actions to release retentions and draw the weapon. ex: an SSL sleeve or thumb break combined with a rocking motion, magazine pouch, handcuff pouch, and other equipment approved in advance by the COR.
- vi. Black security or police style duty boots or shoes. Tan security or police style duty boots may be issued for use with Eugene Starr uniforms if khaki color uniforms are selected.
- vii. Officers holding an energized access permit must be provided appropriate foot gear as listed in the BPA Accident Prevention Manual Section A-2 which is as follows: Lace-up, over the ankle leather boots with rigid sole and heel meeting ASTM F 2413-11 with an EH Rating or ASTM F 2413-05, Class 75 with EH rating
- viii. Professional Looking full finger black gloves lined with cut resistant material that meets 29 CFR part 1910 subpart I App B and ANSI / ISEA 105-2016 such as Law Enforcement agencies would provide to LE Officers for cut protection.
- ix. Whistle
- x. Security Officer badge meeting requirements of state laws where performing duty to be worn on the most exterior article of clothing(i.e. uniform shirt, uniform jacket, rain gear or cold weather clothing)
- xi. Gender specific ballistic body armor meeting U.S. Department of Justice National Institute of Justice Standard 0101.06, Classification Type II-A. and meeting OSHA Standard 1910.132
- xii. Sufficient numbers of uniform pants, short sleeve shirts, and long sleeve shirts for each officer to maintain uniform cleanliness and professional appearance.
- xiii. Security/law enforcement style all weather jacket, with high visibility security identification on front and back affording access to their issued duty weapon.
- xiv. Aerosol Defensive spray and carrying pouch of the type and potency that local LE and/or local security companies carry.
- e. At a minimum, the following items of equipment shall be provided to employees for each shift. Additional items deemed necessary by the Contractor must be approved by the COR:
  - i. Handcuffs and handcuff key
  - ii. Aerosol Defensive Spray
  - iii. Flashlight similar to the type Law Enforcement use, capable of being operated with one hand (push button on/off) while using a duty weapon in a high stress environment
  - iv. Semiautomatic Handgun with similar characteristics and performance as Law Enforcement agencies use no less than 9mm
  - v. Ammunition meeting Law Enforcement performance characteristics, no less than 9mm in caliber
  - vi. Two magazines, and one round for the chamber. Magazine capacity shall be the maximum allowed by law
  - vii. BowdryThe Contractor shall provide a secure, lockable cabinet sufficient for the secure storage of weapons at each arming/disarming point. Information pertaining to the proposed weapons storage cabinet shall be submitted to the COR for approval upon award of the contract
  - viii. The Contractor shall provide an approved bullet containment device for issuance of duty weapons at each arming point. Bullet containment devices must be placed in position so the muzzle of any weapon to be cleared is angled down and towards the floor

- ix. BowdryAll Contractor-provided equipment shall be appropriately marked and identified as belonging to the Contractor

#### 6) FEDERAL HOLIDAYS

- a. Federal Holidays occurring on Saturdays are observed on the Friday prior, and Federal Holidays occurring on Sundays are observed on the Monday following, 5 U.S.C. 6103 and Office of Personnel Management guidance
- b. BPA observes the following Federal Holidays:
  - (i) New Year's Day January 1<sup>st</sup>
  - (ii) Martin Luther King Day 3rd Monday in January
  - (iii) Washington's Birthday 3rd Monday in February
  - (iv) Memorial Day Last Monday in May
  - (v) Independence Day July 4<sup>th</sup>
  - (vi) Labor Day 1st Monday in September
  - (vii) Columbus Day 2nd Monday in October
  - (viii) Veterans' Day November 11<sup>th</sup>
  - (ix) Thanksgiving Day 4th Thursday in November
  - (x) Christmas Day December 25<sup>th</sup>

#### 7) ACRONYM DEFINITIONS AND INFORMATIONAL LINKS

- a. Acronyms:
  - i. BMS Room: Building Management System Room. BMS rooms at BPA house critical facilities operations equipment
  - ii. HSPD: Homeland Security Presidential Directive
  - iii. JTS Room: Joint Tenant Space. Data services and equipment rooms on each floor of BPA HQ, shared by GSA
  - iv. PACS: Physical Access Control Systems
  - v. WSO: Weapons Safety Officer. A security officer or security supervisor who is knowledgeable, trained, and designated to oversee weapons issue and arming/disarming of personnel for shift change purposes

#### 8) DOCUMENTATION

- a. Codified Federal Regulations (CFRs) [www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl)  
<http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=41:3.1.1.3.22#41:3.1.1.3.22.3.326.3>
- b. DOE Order 470.4b, Appendix B, Section 1, "Facility Clearances and Registration of Safeguards and Security Activities," and Section 2 "Foreign Ownership, Control or Influence Programs (FOCI)." <https://www.directives.doe.gov/directives-documents/400-series/0470.4-BOrder-b-admchq1>
- c. Executive Order 12829  
<http://www.archives.gov/isoo/policy-documents/eo-12829.html>
- d. HSPD-7  
<http://www.dhs.gov/homeland-security-presidential-directive-7>
- e. HSPD-12  
<http://www.dhs.gov/homeland-security-presidential-directive-12>
- f. NERC CIP Standard 006



- g. <http://www.nerc.com/standard006>
- h. Oregon Department of Safety, Standards, and Training (Oregon DPSST)  
<http://www.oregon.gov/DPSST/PS/pages/index.aspx>
- i. Oregon Revised Statutes  
<http://www.leg.state.or.us/ors/>
- j. Privacy Act 1974  
<http://www.justice.gov/opcl/privstat.htm>
- k. Revised Code of Washington (RCW)  
<http://apps.leg.wa.gov/rcw/>
- l. SF 328  
[http://hss.doe.gov/HQSecOp/foreign\\_ownership/FOCI\\_SF328\\_INSTRUCTIONS.pdf](http://hss.doe.gov/HQSecOp/foreign_ownership/FOCI_SF328_INSTRUCTIONS.pdf)  
<http://www.gsa.gov/portal/forms/download/116246>
- m. U.S. Department of Justice National Institute 0101.06
- n. NIJ Standard-0101.06 for Ballistic-Resistance of Body Armor and NIJ Standard-0115.00 for Stab-Resistance of Body Armor
- o. Washington State Criminal Justice Training commission (WSCJTC)  
<https://fortress.wa.gov/cjtc/www/>
- p. Washington State Department of Licensing  
<http://www.dol.wa.gov/business/securityguards/sqgetarmed.html>
- q. 18 USC 793  
<http://codes.lp.findlaw.com/uscode/18/l/37/793>
- r. 18 USC 794  
<http://codes.lp.findlaw.com/uscode/18/l/37/794>

## B) WORK AND SERVICE REQUIREMENTS

### 1) GENERAL REQUIREMENTS

- a. The overall purpose of this contract is to provide an estimated aggregate of approximately 97,688 annual hours of security officer services and approximately 15,776 annual hours of supervisory services for the BPA Headquarters, Ross Complex, Eugene Starr Complex, Munro Complex and other BPA facilities as addressed in this SOW. Additional security services may be requested by BPA for special events, increased security conditions, emergency services, etc. BPA projects requiring approximately 1,000 hours annually for additional security services on an as-needed basis for unforeseen situations.
- b. Security services include but are not limited to the following:
  - i. Armed guard services.
  - ii. Protection of employees, facilities and property.
  - iii. Access control, to include screening of visitors, vehicles, packages.
  - iv. Issuance of visitor badges and enforcement of BPA's ID badge policies.
  - v. Alarm Monitoring Station - operation and monitoring of security alarm systems and CCTV systems across geographically dispersed locations.
  - vi. Operation and monitoring of automated access controls.
  - vii. Observation and monitoring of building and fire warning systems and HVAC system warning panels and controls.

- viii. Response by Security Officers to Security Incidents occurring on BPA owned property.
  - ix. Vehicle patrols of BPA Property and leased space, and interior and exterior foot patrols at designated locations.
  - x. Application of compliance-based security requirements, to include maintenance of records associated with compliance requirements.
  - xi. Application of GSA building regulations.
  - xii. Interface with Federal Protective Service (FPS) and other law enforcement or emergency responders.
- c. BPA Headquarters
- i. The BPA Headquarters is a General Services Administration (GSA), seven-story office structure with three levels of underground parking. The BPA Headquarters building (905 building) and the adjacent 911 federal building comprise the Portland, OR Eastside Federal Complex. The 905 building contains administrative offices for approximately 1,500 federal employees and contractors and is located at 905 NE 11th Avenue, Portland, Oregon
  - ii. BPA partners with the Federal Protective Service (FPS) on security strategies for the Eastside Federal Complex. The FPS is responsible for the protection and security of federal GSA owned property and leased property. In general, FPS operations focus on security and law enforcement activities reducing vulnerability to criminal and terrorist threats. FPS protection and security operations include all-hazards based risk assessments; emplacement of criminal and terrorist countermeasures; law enforcement response; assistance to federal agencies through Facility Security Committees; and emergency and safety education programs
  - iii. FPS contracts security guard services for federal building access control, employee and visitor identification checks, security equipment monitoring, and roving patrols of the interior and exterior of federal property. Through memorandum of agreement, BPA's Office of Security and Continuity of Operations manages and contracts security services for the BPA HQ and works in cooperation with FPS to ensure security for the BPA HQ and Eastside Federal Complex meets both Department of Energy and GSA/DHS building security requirements
- d. BPA Ross Complex
- i. The BPA Ross Complex is located at 5411 NE Highway 99 in Vancouver, Washington. The Ross Complex is situated on a 250 acre industrial complex consisting of 55 individual buildings with approximately 1,100 employees and Contractors assigned. Functions associated with buildings on the Ross Complex include high voltage electrical power distribution, administrative offices, electrical control and dispatching center, auditorium, laboratories, oil pumps, shipping and receiving, storage, scales, gas station, welding and cutting shop, microwave radio transmission equipment, hazardous waste storage, transformer repair, computers, flammables and herbicide storage, and solar power
- e. Eugene Starr Complex
- i. The Eugene Starr Complex, located near The Dalles, Oregon, consists of high voltage substations, equipment maintenance shops and other related support facilities on an 850 acre parcel of land approximately one mile south of The Dalles, Oregon
- f. BPA Park Place Leased Space
- i. The BPA Park Place office complex consists of one or more office buildings leased by BPA and other tenants in Vancouver, Washington. Office space leased by BPA at the Park Place office complex changes as office space needs change within the agency

- g. Munro Complex
  - i. Located in Mead, WA and consists of the Munro Dispatch Center, Munro Scheduling Center, Bell Electrical Substation, Spokane District Maintenance Headquarters and various office spaces located on 66 acres.
  - h. BPA's security force is comprised of numerous posts including stationary access control, vehicle inspection, visitor processing, alarm monitoring, and foot and vehicle patrols. The number, hours, and specific duties of these posts and positions are described in sections related to the posting requirements for each site.
  - i. BPA reserves the right to assess security post needs and requirements as the security environment, contingency operations, and security requirements change for the agency. In doing so, BPA may elect to add, eliminate, or modify security posts, post duties, or post hours by bilateral contract modification

## 2) SECURITY CLEARANCE REQUIREMENTS

- a. At a minimum, at least one security supervisor on duty per shift at HQ during core hours (0600-1800) and one security supervisor at the Ross Complex during all shifts shall have a DOE L (SECRET) security clearance or the L clearance in progress following the award of the contract. The Contractor will submit a list of security supervisors that will be submitted for clearance requirements through BPA Personnel Security within 30 calendar days of contract award. BPA will coordinate with the Contractor to submit security supervisor names to obtain DOE L clearances for a sufficient number of security supervisors to meet the above expected BPA need. The Contractor must notify BPA immediately upon discovery of circumstances impacting the security clearance held by a contractor's employee assigned to the BPA Security Services Contract.
- b. Prior to being issued a Department of Energy (DOE) identification badge, employees of the Contractor must accomplish the appropriate Personal Identity Verification (PIV) documentation required under HSPD-12. The PIV process will occur through the Personnel Security organization within BPA's Office of Security and Continuity of Operations (OSCO), who will supply the Contractor the necessary information and forms for this process. Employees of the Contractor must use the issued DOE ID badge for entry into BPA facilities. Proximity cards may also be programmed and issued to security officers for access to other electronically controlled areas.
- c. Documentation of security practices and procedures (pertaining to personnel clearances and the training and reporting they are required to do if they hold a facility clearance and manage cleared personnel)

## 3) DOCUMENTATION REQUIRED PRIOR TO AWARD

- a. Prior to award of this contract, the Contractor shall furnish to the Contracting Officer:
  - i. A Certificate of Authority from the Corporate Division of the Oregon State Department of Commerce
  - ii. A Certificate of Authority from the Washington State Department of Commerce
  - iii. A Certificate of Good Standing from the state in which the firm is incorporated.
  - iv. A facility security clearance from HQ, U.S. Department of Energy pursuant to Executive Order 12829 or equivalent DOD FCL determination.
  - v. The Contracting Officer (CO), or designee (COR), will review the credentials of applicants proposed by the Contractor and reject any employee that, in the opinion of the Government, is not suitable for this contract. Under these circumstances, an appeals process will be provided to the Contractor.

## 4) STANDARD OPERATING PROCEDURES

- a. The Contractor shall review, update and provide to the COR, updated Standard Operating Procedures (SOP's) by December 1, 2018 for the Contractor's operational and administrative use.

BPA will provide information pertaining to procedures and policy in order to assist the Contractor with SOP development.

b. Contents of SOP

- i. The following are examples of SOP content. Specific sections required by BPA will be identified by OSCO, and proposed by the Contract Manager for BPA consideration:
  - (a) Uniforms and standards of appearance.
  - (b) Weapons and equipment issue, safety procedures, and accountability.
  - (c) Functions and duties of the security officers.
  - (d) Security officer authority.
  - (e) Apprehension policies and procedures.
  - (f) Response to bomb threats or suspected IED.
  - (g) Response to intrusion alarms.
  - (h) Response to unauthorized individuals.
  - (i) Response to discovery of prohibited items.
  - (j) Response to fire alarms and building evacuations.
  - (k) Customer Service and Diversity Awareness Training.
  - (l) Access control procedures, including visitors.
  - (m) Response to robberies and other violent crimes.
  - (n) Providing motorist assistance.
  - (o) Providing escort services to employees.
  - (p) Radio communications procedures.
  - (q) Use of force.
  - (r) Report writing.
  - (s) Lost and found property.
  - (t) Building/Gate Security Checks.
  - (u) CCTV monitoring procedures.
  - (v) Alarm monitoring/response procedures.
  - (w) HQ parking procedures.
  - (x) Current issued Post Orders, Access Restrictions (Security Alerts and Access Status Notifications), Operations Bulletins, Special Notices, etc.
  - (y) Vehicle inspection techniques and practices for detecting bombs or other dangerous materials.
  - (z) Personnel screening (use of x-ray, hand wands, etc.).
- ii. SOP Distribution
  - (a) The Contractor shall maintain current copies of applicable SOP's in hard copy at each stationary post and electronic copies in a central electronic file location available to all officers.
- iii. SOP Training and Familiarization

- (a) Prior to assignment to any post for duty either for shift or relief, the Contractor shall provide each new employee training sufficient to ensure a general familiarization of all BPA Posts and SOP's. The Contractor shall provide post specific training sufficient to ensure officers are thoroughly trained, and knowledgeable of the post SOP's and duties associated with the post. Officers assigned to a post must be familiar with the duties of other posts having operational interdependencies. Training shall be documented in electronic and/or hardcopy format in individual Officer Training Records
  - iv. SOP Review Requirements
    - (a) Unless otherwise directed by OSCO, the Contractor shall conduct quarterly reviews of officer knowledge and understanding of the SOP's for the post or posts which the officer is assigned. The reviews may be oral interviews, written exams, practical demonstration, or any combination of all three. The Contractor shall maintain records documenting reviews.
    - (b) Results of quarterly evaluations shall be provided to the COR through the use of a Limited Scope Performance Testing Database. These results may also be used to determine future training requirements.
  - v. SOP Updates
    - (a) The Contractor shall conduct and document annual reviews of SOP's. The Contractor shall provide the COR with updates and changes to SOP's as they occur and must incorporate change recommendations or requirements directed by OSCO.
- 5) CERTIFICATIONS AND CREDENTIALS
  - a. Armed Security Officer Certifications and Credentials
    - i. BPA's security program uses armed security officers. The Contractor shall fully comply with the Revised Code of Washington, Washington State Criminal Justice Training Commission regulations, and the Washington Administrative Codes regarding the licensing of Private Security companies and security officers. Additionally, the Contractor shall fully comply with Oregon Revised Statutes, Oregon Department of Public Safety Standards and Training and Oregon Administrative Rules. Each armed security officer assigned to Washington facilities shall be licensed as a Washington Armed Private Security Guard. Each armed security officer assigned to Oregon facilities shall be licensed as an Oregon Armed Private Security Officer. Authorized Guard 1 (unarmed officers) shall be licensed as unarmed security officers in the state that the officer is assigned. All officers shall be licensed in compliance with state law. Security officers may be dual-certified in order to support BPA deployments within BPA's service area. Security supervisors and security officers shall carry their state issued Security Officer licenses with them at all times while on duty. The Contractor shall assess DOE Protective Force requirements for feasibility of implementation when conducting self-assessments as identified in section 42 of this SOW.
  - b. Allowed Exceptions to Armed Security Officer Certifications and Credentials:
    - i. Exceptions to BPA's contract requirement to use armed security officers involves temporarily allowing licensed unarmed security officers to occupy designated posts while the administrative process for armed security officer licensing is completed. Under these exceptions, the Contractor may use unarmed security officers only as specifically authorized and approved in advance by the COR or designated representative from BPA's OSCO. BPA expects officers employed using this exception will have completed all requirements for armed security officer licensing including successful completion of armed security officer training classes and qualification course of fire conducted and certified in compliance with state requirements prior to assignment to these posts. Officers must complete the appropriate training and demonstrate the knowledge, skills, and abilities to effectively conduct operations for the assigned post prior to post assignment. The following posts upon notification and approval of the COR may be posted under this exception with state licensed unarmed security officers for a period of no more than 45 calendar days unless otherwise approved by the CO/COR:
      - (a) HQ Post 6



- (b) HQ Post 9
- (c) Ross Post 1 day shift (Dittmer building West Entrance)
- (d) Ross Post 2 day shift (Ross Complex Construction Services Building)
- (e) Eugene Starr Complex Post 1, day shift only
- (f) Munro Post 1, Munro Alarm Monitoring Station (AMS)

c. Transition (60 Calendar Days)

- i. Within 15 calendar days following contract award, the Contractor must develop a transition plan ensuring necessary staff, certifications, training, and continuity are maintained in accordance with this SOW in order to maintain effective security operations. The Contractor must submit the transition plan to the COR for review and approval no later than 20 calendar days following contract award. At a minimum the plan shall address:
  - ii. Staffing Levels
  - iii. Process for transitioning predecessor employees
  - iv. Recruitment of new employees
  - v. Strategy for providing post coverage during breaks and meal periods
  - vi. Strategy for transition of uniforms
  - vii. Supervisory plan implementation
- viii. Roles of management and administrative personnel
  - ix. Communication methods and protocols
  - x. Inventory and equipment including weapons and ammunition
  - xi. Daily transition event calendar
- xii. The Selected Contractor shall provide weekly transition status reports during the transition period to address the following items:
  - (a) Staffing
  - (b) Permits, Licenses, and Registrations
  - (c) Personnel clearances
  - (d) Transition events/milestones
  - (e) Equipment and uniform purchases
  - (f) Emergency Radio Network agreement with regional emergency services communications agencies
  - (g) Transition Expectations at End of Contract
    - (i) At the beginning of the transition period to a follow-on contract, the Contractor shall provide personnel records, including but not limited to, training, medical, suitability and security records to the successor Contractor within 10 calendar days.

6) CONTRACTOR FURNISHED TRAINING

- a. The Contractor shall develop a Job Task Analysis (JTA) and identify general training needs as well as post-specific training needs in addition to State required Security Officer licensing requirements. JTA's and post certification processes shall be part of annual training which include processes specific to BPA Contract posts and shall be fully implemented within 90 calendar days of the award of the contract. JTA information shall be used to develop annual post specific certification (Quality Control) and an Annual Training Plan, which the Contractor shall provide to the COR by October 1 of each year. The Contractor shall provide pre-employment training meeting all requirements listed

- under "Armed Certifications and Credentials" and "Pre-Employment Training" prior to assigning any officer a post. Post-Employment training is defined as State required annual Armed Security Officer certification training, proficiency training and annual post specific certification training conducted after initial employment. Post-employment training shall be conducted in accordance with section 16) of the SOW.
- b. Pre-employment and post-employment training shall be conducted and certified/documented at no additional cost to BPA. Training hours may be organized in any manner determined to be most efficient for the Contractor other than the training hour organization specifically mentioned in this Statement of Work for weapons or use of force. Training hours required for Weapons or use of force training shall not be shifted between officers.
  - c. Pre-Employment Training
    - i. Certification of completion of pre-employment training and licensing requirements for new hire employees shall be furnished to the COR prior to the start of employee performance. This notification may be in the form of an official letter, memorandum, or e-mail to the COR. All officers must complete the following training prior to assignment on post:
      - (a) Oregon and/or Washington State licensing requirements, including successful completion of firearms qualification course(s) of fire meeting requirements of state in which licensed shall be conducted and certified by the Contractor prior to using post-employment and other training allotments.
    - ii. Orientation training and task performance demonstration certification regarding proper use and techniques for handcuff application as well as proper use and techniques for Aerosol Self Defense spray application at the full range of use of force levels. This training shall be performed by an instructor with credentials accepted by the state in which the officers will be certified, for less-than-lethal/use of force, or through other certification means approved by the COR (e.g. – master use of force instructor certification, etc.). At the option of the Contractor, orientation training for handcuffs and/or Aerosol Self Defense spray may be waived if a new-hire security officer can provide documentation of training for handcuffs and/or Aerosol Self Defense spray occurring within 6 months prior to hire related to a previously held security, military, or law enforcement position. Such documentation shall become a part of the security officer's training record for pre-employment training.
    - iii. 16 hours of training directed towards use of locally used X-Ray equipment for officers assigned to a post which includes use of an X-Ray machine unless they can show documentation of training on a similar model X-Ray system in the previous 6 months and familiarization training on the X-Ray system utilized at BPA. Officers assigned to positions requiring use of hand held / walk through magnetometers must complete 8 hours of initial training.
    - iv. Red Cross or equivalent certification for First Aid and CPR, to include use of automated external defibrillator (AED).
    - v. Prior to assigning a newly hired officer as the primary security officers at any post, newly hired officers shall complete sufficient training including familiarization of all site BPA Posts and SOP's prior to post assignment. The Contractor shall provide post specific training and certification to officers. Officers must complete training and demonstrate sufficient knowledge and understanding of applicable SOP's, and demonstrate capability of performing all duties associated with the post. Newly hired officer security post certification shall be completed within 30 calendar days of initial post assignment. Security officers must demonstrate familiarity, knowledge and understanding of the duties of other posts having operational interdependencies.
  - d. Post-Employment Training and other Training Allotments
  - e. Post-Employment License and Certification Refresher
    - i. The Contractor shall provide refresher training to officers. Officers must maintain certification and qualification under requirements stated in section 16) of the SOW.

- ii. American Red Cross or equivalent CPR, First Aid and AED training shall be conducted to maintain certifications meeting training frequency requirements by the credentialing organization.
  - iii. 8 hours of annual refresher training on locally used X-Ray equipment for each officer posted to use the machine and 8 hours annual refresher training on hand held / walkthrough magnetometers.
  - iv. Annual security post certifications for security officers shall be accomplished through a process developed by the Contractor and approved in advance by the COR. Officers must maintain certification and demonstrate knowledge, skills, and abilities to adequately perform in the posts assigned. Initial security post certifications shall be required for currently employed security officers assigned to perform duties at a new security post.
- f. Firearms Training (16 hours)
- i. The Contractor must provide and maintain training outlined in order to develop and maintain the firearms skills of officers. This 16-hour block of training shall not include pre-employment or remedial training for officers who fail to qualify per state requirements. For remedial training see "Remedial Firearms Training". To the extent possible, the Contractor shall incorporate applicable elements of established Department of Energy training for firearms.
  - ii. Frequency of Training
    - (a) Firearms training shall be conducted quarterly in four (4) hour blocks and documented on the contractor training plan provided to the COR. The Contractor may combine two quarters of firearms training, to be conducted in a single quarter to provide skills development for current licensed and qualified officers. To the greatest extent possible, firearms training must be conducted in regular intervals throughout the year in order to limit the degradation of firearms skills of Contractor personnel from year to year.
  - iii. Live Fire Range Training
    - (a) A comprehensive firearms safety briefing shall be provided to all officers prior to commencement of firearms training. All officers shall be required to meet the following minimum firearms proficiency qualifications and training requirements:
    - (b) Using the state or other course of fire approved in advance by the COR, qualify one additional time, approximately 6 months after state required licensing is completed. This can be in conjunction with quarterly live fire training. All qualifications and attempts must be documented and pass or fail and scores must be retained in an officer's permanent record made available to the COR upon request.
    - (c) All officers shall attend not less than four hours of live fire range training approximately quarterly (except as noted for combining two 4 hour blocks). One 4 hour block of training shall be in the form of Confrontation Simulation (ConSim) training, or other forms of training approved by the COR.
    - (d) The Contractor may combine up to two (2) quarterly training blocks for a total of 8 hours of training to be conducted within one quarter for officers who may need a more focused, longer block of training (see "Frequency of Training"). This allowance may be used one time per officer per year for officers needing such training. Upon request, the Contractor shall provide documentation to the COR of all officers who receive quarterly combined training.
    - (e) Training hours may not be transferred from one officer to another.
    - (f) Each quarterly block of firearms training shall have clearly defined goals and objectives. Each officer must demonstrate satisfactory understanding and ability to perform the objectives of the training. The Contractor shall maintain a record documenting the goals and objectives of each quarterly training session and provide these to the COR upon request. The COR shall be notified of the results of all officers failing to demonstrate satisfactory skill levels with the elements of the provided training via email. During quarterly training periods the focus of

training may be on one or more of the below listed elements or additional elements proposed by the Contractor and approved in advance by the COR:

- (i) Use of cover
- (ii) Moving with a firearm
- (iii) Shooting on the move
- (iv) Low light shooting principles
- (v) Decision scenarios/confrontation-simulation
- (vi) Remedial Firearms Training
- (vii) Failing State Licensing Qualification Course of Fire
  - 1. If at any time an officer fails the required state licensing qualification course of fire, either for license renewal or in conjunction with the six month requirement noted in "Live Fire Range Training", BPA will consider the officer as not in compliance with the provision listed in the Statement of Work "Armed Certification and Credentials." The Contractor shall notify the COR as soon as practical when any officer fails a qualification course of fire. The Contractor shall have a period of 45 calendar days to conduct needed remedial training in order to bring the officer into compliance with this Statement of Work without additional cost to the Bonneville Power Administration. If the officer is not brought into compliance within the 45-day grace period, the officer will no longer be eligible for contract performance. The COR may extend the grace period if determined it is in the best interest of BPA.
- (viii) Failing to Meet Quarterly Firearms Training Objectives
  - 1. Officers who fail to meet quarterly training objectives shall receive remedial training in order to meet those objectives.
- (ix) Unsafe Firearms Handling
  - 1. Unsafe firearms handling, negligent discharge of weapon, or any other unsafe acts in conjunction with the handling, training or use of firearms shall be reported to the COR or other OSCO personnel within 1 hour or as soon as circumstances allow. Incidents, such as an accidental discharge, shall have a thorough inquiry accomplished by the Contract Manager in coordination with OSCO and the BPA Safety Office. A report of the inquiry, to include root cause, remedial actions, and any necessary remedial training shall be provided to the COR detailing corrective actions to be taken by the Contractor.
- (x) Defensive Tactics Training (8 Hours)
  - 1. Frequency and Scope of Training
    - a. All officers shall attend 8 hours of defensive tactics training on an annual basis. The training shall consist of the following elements unless otherwise approved in advance by the COR.
    - b. Handcuffing.
    - c. Aerosol Self Defense spray refresher
    - d. Take down and apprehension techniques to include Use of Force continuum scenarios.
    - e. Verbal Crisis Intervention (verbal commands for taking suspects into custody).
    - f. Weapons retention.
    - g. Officer safety and survival.

- (xi) Other periodic training may include, but is not limited to the following:
    - 1. Vehicle inspection techniques, DOE or equivalent.
    - 2. OSCO subject briefings as needed.
    - 3. Re-familiarization with applicable emergency and alarm response procedures.
    - 4. Report writing.
    - 5. Post documentation familiarization.
    - 6. NERC CIP requirements and/or procedures.
  - (xii) Other Security Officer procedures.
    - 1. Individual training classes conducted by the Contractor shall include the development of a training plan. Class training plans shall be maintained by the Contractor and made available to the COR upon request. Upon award of the contract, the class training plan format template shall be provided to the COR for approval. A class training plan shall include the following information (or other information approved by the COR):
      - 2. Training purpose, scope, and objective.
      - 3. Training methodology.
      - 4. Training resource needs, to include identified instructors.
      - 5. Training schedule.
      - 6. Training curriculum.
      - 7. Training evaluation criteria.
      - 8. After actions report (AAR) upon completion of training. The AAR shall be used to evaluate the success of the training and identify follow-up actions needed.
- iv. On the Job Training/ Career Development
- (a) On The Job Training (OJT)
    - (i) The Contractor shall furnish annual OJT to officers. Officers must demonstrate sufficient understanding, knowledge and capability to perform post duties. This training must address specific needs for conducting various day to day activities associated with post duties. OJT must be relevant to successful accomplishment of the BPA security mission. OJT must be conducted at no additional cost to BPA. BPA may request some types of OJT performed in addition to scheduled duty hours which may be considered "additional security services." BPA shall determine which types of OJT are "additional security services". The Contractor must maintain a record and roster of officers completing OJT. The Contractor must provide a certification statement of OJT annually to the COR. OJT shall include a review of the Contractor's firearms safety training program, DOE Vehicle Inspection Procedures, and may include, but is not limited to, the following:
      - (ii) Post documentation review.
      - (iii) Additional vehicle inspection techniques.
      - (iv) X-ray and magnetometer techniques.
      - (v) Information bulletins, instructions, post operations, Operations Bulletins, etc.
      - (vi) Safety information.
      - (vii) Supervisory/Management one-on-one training.
      - (viii) Security Officer procedures/ post procedures.



- (ix) Emergency procedures.
- (x) Hazardous materials.
- v. Contractor Required Training and Briefings
  - (a) The Contractor may require individual employees to attend briefings, meetings, training or seminars relating to the specific conditions of employment under which officers are employed with the Contractor. These may include information pertaining to employee performance appraisals, employee benefits, Contractor policy, compensation policy, and other issues arising from time to time. To the extent practical these may be accomplished while the employee is posted on duty. However, the Contractor will exercise due diligence with respect to contractual position requirements to ensure all posts are filled with a security officer at all times.

## 7) CONTRACT EMPLOYEE REQUIREMENTS

- a. Officers must meet or exceed the following minimum criteria prior to post assignment:
  - i. Must be U.S. citizens.
  - ii. Must be at least 21 years of age to meet Oregon and/or Washington State Security Officer licensing requirements.
  - iii. Must possess a high school education or equivalency certificate.
  - iv. Shall be physically able to perform all assigned armed security officer duties, functions, and activities. Employees performing in security officer positions shall have the ability to do the following: stand on post for long periods of time (e.g. - an 12-hour shift with applicable breaks required by law); able to work outdoors during inclement weather or other conditions; able to walk uneven terrain during foot patrols; be able to legally and safely operate a motor vehicle; be able to lift up to 40 lbs. without assistance; able to be certified to perform cardiopulmonary resuscitation (CPR) and use an automated external defibrillator (AED); able to successfully pass firearms qualification and certification without physical assistance, including kneeling and other firing positions.
  - v. The Contractor shall provide each newly hired officer a physical examination at no additional cost to the Government or the employee prior post assignment, and every two years after initial hire. Officers must be cleared as physically able mentally and medically fit to perform their respective duties. The Contractor shall provide a list of current employee's the date of their last physical examination upon request by the COR.
  - vi. The Contractor shall maintain a drug-free workplace program. In addition, the Contractor's program shall include at a minimum, processes for the initial drug screening of new-hire employees and random screening for employees. Drug screening shall be a 5-panel drug test regimen. The Contractor must perform drug screenings upon written request by BPA. The Contractor shall provide initial (for clearance purposes) and random drug screening of the employee through their own established testing facility federally qualified to conduct drug screening. An electronic and/or hard copy of the test result shall be made available to the COR, or other authorized official determined by the COR or CO, upon request and, if necessary, forwarded to DOE for record of compliance.
  - vii. All employees shall speak English and be literate in English to the extent of reading and understanding printed regulations, detailed written orders, training instructions and materials, and shall be able to compose reports which convey complete information in English. Security officers shall be able to understand and perform basic computer keyboard operations relative to the operation of word processing and e-mail software (e.g. - MS Word and MS Outlook) and the cardkey access systems used by BPA (currently ProWatch).
  - viii. While on duty, security officers shall not supervise or attend to any other contract or duties not directly related to the performance of this contract without the advance written consent and approval of the CO

and Chief Security and Continuity Officer. Contractor employees shall not be current government employees.

b. Employee Background Checks

- i. Personnel will undergo HSPD-12 personal identity verification and background checks by BPA. Persons not meeting adequate security background requirements as determined by BPA will not be permitted to perform on BPA property.
- ii. Security officers must meet state criminal background check requirements for armed guard licensing in the state in which they are working.
- iii. Personnel must directly support North American Electrical Reliability Corporation Critical Infrastructure Protection (NERC CIP) standards (Standard CIP 006, Cyber Security – Physical Security of Critical Cyber Assets) and must undergo personnel risk assessments which BPA will conduct a minimum of every 7 years as outlined in requirements established in Standard CIP 004, Cyber Security – Personnel & Training.
- iv. Department of Energy, BPA Office of Security and Continuity of Operations, Contracting Officer or COR will periodically request information from officers holding L clearances to initiate and maintain security clearances of officers requiring such and performing duties on the BPA Security Services Contract. Any actions on the following process could occur:
  - (a) PERSEC receives information from PHYSEC COR for guard force that a clearance is needed for a Guard
  - (b) PERSEC will pre-fill out forms for signatures:
    - (i) OF 306 – Declaration for Federal Employment
    - (ii) DOE F 5631.18 – Security Acknowledgement
      1. Need updated Resume
  - (c) PERSEC will send forms to Guard for signatures, Guard to include updated Resume, and return all to PERSEC
  - (d) During this time the Guard need to go for drug test – send results to PERSEC
  - (e) PERSEC will send forward to DOE/HQ all forms and drug test
  - (f) DOE/HQ will review paperwork
  - (g) DOE/HQ will send Guard an email to fill out e-QIP (Electronic Questionnaires for Investigations Processing)
  - (h) Guard to follow instructions from DOE/HQ to complete e-QIP
  - (i) Once e-QIP is returned to DOE/HQ the investigation process starts
  - (j) Guard will be contacted by OPM Investigator for background interview and possibly people listed on e-QIP
  - (k) This process could take up to a year
  - (l) Once investigation is complete PERSEC will receive information from DOE/HQ that Guard is cleared or not
  - (m) If cleared
    - (i) Guard will be requested to complete a WBT- Comprehensive Briefing for Cleared Employees
    - (ii) Guard to send certificate from WBT to PERSEC
    - (iii) PERSEC will order new DOE Security Badge w/clearance level on it
    - (iv) PERSEC will fill out a SF-312 (Classified Information Nondisclosure Agreement
    - (v) PERSEC will set up time w/Guard to review and sign SF-312
    - (vi) Guard will set up a Card Pick-up appointment when new DOE Security Badge is checked in and Guard is notified

8) DUTIES OF THE CONTRACTOR

a. General

- i. The Contractor shall provide a highly qualified, professional security force. The Contractor shall take immediate action to correct officer performance, discipline and deficiency issues. The Contractor shall immediately report any termination of contract personnel via email to the COR

and the Revoke email group. If a termination is known or projected in advance, the COR shall be notified as soon as the Contractor is aware of the employee termination so the COR may take necessary, timely administrative actions.

**b. Contractor Duties**

- i. The Contractor shall protect lives and shall, within the limits of security officer authority, deter unauthorized use, loss, theft, trespass, espionage or sabotage of government property, material, and equipment, and Non-Government property and equipment located at BPA Facilities.
- ii. The Contractor shall have a well-developed continuity plan that will address the agency's needs for adequate security coverage in the event of a disaster. This continuity plan will be coordinated through the BPA OSCO COR and Continuity Office.
- iii. The Contractor shall implement all regulatory or compliance-based requirements such as BPA policies and directives, GSA and FPS building policies and practices, procedures associated with NERC CIP and DOE, or other requirements as directed by BPA.
- iv. The Contractor shall conduct access control according to current BPA policy, GSA building policy, CFR's, under direction from BPA's OSCO.
- v. The Contractor shall monitor facilities to which assigned, for fires, explosions, and other catastrophes by close observation of buildings, machinery, vehicles, electrical equipment, and personnel to identify unsafe or potentially unsafe conditions, or activities. The Contractor shall monitor facilities for the commission of thefts, assaults, robberies, or other violent crimes and report the same to Law Enforcement and OSCO personnel in accordance with developed procedures.
- vi. In the event of a fire, the Contractor shall monitor phone calls and radio transmissions, provide directional assistance to responding emergency service providers and if needed, provide traffic control/cordon control at the location of the fire and follow procedures associated with such a response.
- vii. The Contractor shall report all security incidents to OSCO and when occurring at BPA HQ building 905 to the FPS. The Contractor shall use the BPA standardized security incident report form (Form 5632.01e) for the submission of electronic security incident reports and shall use applicable forms supplied by FPS when necessary, unless otherwise directed by OSCO.
- viii. The Contractor shall patrol designated areas according to post duties as described.
- ix. Designated Shifts" identified in the SOW are general guidelines and may be adjusted with advance approval from the COR. The Contractor shall establish shift change procedures accommodating the ingress and egress of employees and other activities in such a manner ensuring posts remain covered. The Contractor shall also be responsible for accommodating administrative needs such as arming and disarming times for officers.
- x. The Contractor shall enforce BPA policies as described, and in a manner as required by the described post duties in this SOW, or as otherwise directed by OSCO.
- xi. The Contractor shall investigate security breaches and incidents occurring, at the direction of OSCO. Security incidents involving criminal activity, threats, violence, property damage, or any other serious or suspicious activity shall be reported to OSCO, Local Law Enforcement and FPS (when appropriate) as soon as it is safe and practical to do so. This includes notifications as needed to OSCO after hours through the designated Duty Officer. Security officer actions shall be conducted in accordance with appropriate laws and in conjunction with established BPA policies.
- xii. The Contractor shall provide employee escort services as directed by OSCO, the Contract Manager, or the security supervisor when employee safety issues arise or other circumstances exist warranting this type of assistance.
- xiii. The Contractor shall develop and maintain recall rosters to facilitate the contact of key management personnel and the recall of security personnel to duty in sufficient numbers to meet emergency

situations arising at BPA facilities. Recall rosters shall be maintained in accordance with the Privacy Act of 1974. Recall rosters shall be protected in accordance with BPA Information Protection Program standards, including proper marking, control, and storage of such documents. Recall rosters shall be submitted to the COR prior to the start date of contract services and be shall be updated by the Contractor and submitted to the COR on a monthly basis.

- xiv. The Contractor shall provide additional security personnel to provide security services for special events or emergency situations as needed and requested by BPA. These additional security services are not included as part of the inactive posts outlined in this SOW that may be activated during an increased threat level. Additional security services needed in each instance shall be for a minimum of 2 hours. To the extent possible, OSCO will provide advance notification via e-mail and/or phone call to the Contract Manager of any request for additional security services. OSCO shall provide the Contractor with specific security officer duties for each instance.
- xv. The Contractor shall supply an organization chart to the CO and COR as part of the transition plan. It will include the names of company officers, supervisors, managers, and other key organizational personnel assigned to the BPA contract with their business contact information. As changes in staffing occur, the Contractor shall provide updated organization charts to BPA.
- xvi. Security officers and security supervisors shall not be on duty for more than 12 consecutive hours or in excess of 60 hours per week unless approved in advance by the COR. The Contractor must allow for sufficient personnel rest between periods of work.
- xvii. The Contractor shall comply with all BPA policies to include Harassment Free Workplace and Standards of Conduct. BPA will provide these policies at the post-award orientation. The Contractor shall distribute to all officers. In addition, annual training required by BPA of all contract employees shall be conducted. Training must be approved in advance by the COR at no additional cost to the Government.
- xviii. The Contractor shall manage all training processes and requirements in accordance with this SOW.
- xix. The Contractor shall maintain training documentation sufficient to demonstrate officers have met all requirements for licensing, training, and annual security post certification. These records shall reflect the specific nature, scope and detail of on-post training and certification. Training records shall be made available to the COR upon request.
- xx. The Contractor shall develop and maintain hardcopy post books containing operational information, including but not limited to:
  - (a) Portions of the Statement of Work applicable to the post.
  - (b) General Orders as outlined in the Statement of Work.
  - (c) Post-applicable Standard Operating Procedures (SOP's), applicable CFR information, and other emergency plans applicable to the post.
  - (d) Short term briefing information, alerts, orders etc.
  - (e) Emergency call out lists (maintained under Privacy Act of 1974 and protected under BPA Information Protection Program standards).
  - (f) When available, BPA provided maps and building schematics.
  - (g) When available, operating instructions to include, but not limited to physical access control systems (PACs), card key readers, fire alarm panels, fire suppression systems, intrusion alarm systems, mechanical enunciator panels, and CCTV systems, and other operational equipment.

- (h) The Contractor shall conduct and document alarm system checks as directed by OSCO. Completed documentation shall be submitted to OSCO.
- (i) The Contractor shall safeguard information identified as sensitive, to include Official Use Only (OUO), Critical Information (CI), or Personally Identifiable Information (PII) in accordance with established BPA Information Protection Program standards.
- (j) The Contractor shall assist OSCO with evaluating the applicability of Protective Force requirements contained within applicable DOE Manuals that may be integrated into BPA's security program.
- (k) The Contractor shall have a retention plan to maintain a low turn-over rate of employees.

9) WEAPONS REQUIREMENTS

a. Weapons and Ammunition

- i. Unless otherwise approved in advance by the COR, the duty weapon shall be a semi-automatic pistol, of at least 9mm caliber with one loaded 15-round magazine. Armed security officers shall carry two additional 15-round magazine when on duty, unless otherwise approved by the COR. The pistol and ammunition selected must meet local, state or federal law enforcement specifications for performance.
- ii. The Contractor shall provide duty weapons as indicated above in a quantity to arm all officers on duty. A suitable quantity of spare weapons must be available in the event of breakage or emergency and to enable the arming of posts identified in this SOW as being not currently activated. A sufficient number of weapons must be kept readily available to provide four (4) officers weapons and ammunition in support of deployments to BPA field locations.
- iii. Sufficient magazines shall be readily available for duty issue, training purposes, breakage and emergency.
- iv. Ammunition shall be kept in sufficient quantities for duty issue, and shall be replaced no less than annually or due to identified risk of defect at no additional cost to BPA.
- v. Duty ammunition shall meet the same standards used by law enforcement agencies. (For Example: Federal Protective Service, Portland Police Bureau, or Multnomah County Sheriff's Office.)
- vi. Duty ammunition shall be rotated to range ammunition at least annually, requiring new ammunition to be supplied by the Contractor for duty use at no additional cost to BPA.
- vii. Holsters shall be at a minimum a level 3 retention holster, similar to what LE is currently using, requiring two separate actions to release retentions and draw the weapon. Example: an SSL sleeve or thumb break combined with a rocking motion.
- viii. All modifications and alterations to firearms require advance approval of the COR. All modifications shall be performed by factory certified or DOE certified armorers.
- ix. All weapons shall be maintained in clean and serviceable condition.
- x. Weapons shall be inspected at least annually by a factory certified or DOE certified armorer. Weapons inspections shall be documented and an electronic copy of the documentation forwarded to the COR.
- xi. Firearms shall be returned to the shift supervisor or a designated Weapons Safety Officer (WSO) at the end of each tour of duty. Prior to storing or re-issue of the firearm, the shift supervisor/WSO shall assess operational condition of the firearm by clearing the weapon, checking ammunition in magazines.
- xii. All weapons and ammunition shall be stored and locked in suitable lockers provided by the Contractor and approved in advance by the COR.



- xiii. The Contractor shall develop and implement an accountability process for weapons, ammunition, and other equipment such as, but not limited to, less than lethal weapons, radios, other operational equipment, etc.
- b. Firearms Policy Requirements
  - i. The Contractor shall develop and submit for approval to the COR a program plan for firearms safety, specific to the use of firearms in the performance of the contract. This shall be provided by the Contractor as part of the transition plan. Once approved, modifications to firearms safety requirements must be approved in advance by the COR.
  - ii. The firearms safety program shall be approved in advance by the COR and shall address, as a minimum, the following:
    - (a) A statement of policy and procedural outline relating to the safe use of firearms.
    - (b) Procedures for the arming and disarming of officers for duty/relief of duty. This shall include loading and unloading supervision of duty weapons by trained Weapons Safety Officers (WSO's).
    - (c) Procedures for inventory, accountability, and control of firearms by shift, as well as firearms maintenance and inspection, including a schedule denoting the frequency of these activities.
    - (d) Procedures for rotation/replacement/disposition of unserviceable weapons.
    - (e) Procedures for ammunition accountability, storage, rotation, disposal, and inspection.
    - (f) Policy for reporting accidents, incidents, unsafe conditions, and negligent discharges.
    - (g) Policy for correcting and preventing accidents, incidents, unsafe conditions, and negligent discharges.
    - (h) Policy for evaluating an officer's mental readiness to return to work following a use of force incident involving a weapon. A licensed Mental Health official must perform an evaluation of the officer's readiness before returning to work.
    - (i) Firearm safety briefing form completed by each officer during each live fire range training session. These forms (electronic or hardcopy) must be available for review by the COR upon request.
    - (j) The Contractor shall assign a professionally qualified individual responsible for conducting self-assessments of the Firearms Safety Program on an ongoing basis. Assessments shall be conducted at least annually. The results of these assessments shall be documented on a standardized Contractor supplied form listing date and time of assessment. Any findings shall be documented and shall be submitted to the COR electronically. The Contractor shall immediately correct any unsafe conditions discovered involving firearms safety. Firearms Safety Program violations, and a mitigation plan must be immediately brought to the attention of the COR. Assessment documents must be made available to the COR upon request.
  - iii. Firearms Instructors / Armorers
    - (a) Firearms instructors may be security officers, Law Enforcement Instructors, supervisors or Contractor provided instructors designated by the Contractor to conduct firearms training. Firearms instructors shall be certified by the state for which officers are being trained or instructed. Guest or adjunct instructors may be used with advance approval of the COR.
    - (b) Armorers may be security officers, supervisors, or Contractor provided armorers designated by the Contractor to perform these duties. Armorers shall have completed factory training or DOE certification to inspect, modify, or repair firearms being used on the contract. The Contractor shall submit electronically to the COR the armorers' qualifications.
  - iv. Administrative Handling of Weapons
    - (a) General

- (i) All administrative firearms handling shall be performed in a manner consistent with safe and accepted practices. Firearms shall be treated as if they were loaded at all times. Weapons shall be confirmed as unloaded in accordance with established procedures.
- (b) Loading and Unloading Weapons
  - (i) Procedures for the loading and unloading of firearms shall be developed by the Contractor and approved by the COR as part of the weapons safety program. Changes to procedures shall be submitted for approval by the COR prior to implementation. Arming and disarming procedures shall be posted in plain sight at each designated arming station.
- (c) Less Than Lethal Weapons/Equipment
  - (i) Aerosol Self Defense Spray – All security officers shall carry Aerosol Self Defense spray in an approved holder located on their duty belt while on duty.
  - (ii) Handcuffs – All security officers shall carry a minimum of one set of handcuffs in an approved handcuff case located on their duty belt while on duty.
  - (iii) The Contractor shall provide and maintain sufficient quantities of these devices as readily available to all security posts.
  - (iv) New security officers shall receive appropriate orientation training and task performance training on the proper use of applicable less than lethal devices prior to assuming any security post.

#### 10) COMPANY REPRESENTATIVES AND SUPERVISION

##### a. Qualifications of key personnel:

- i. The Contractor shall identify, by name, key management, supervisory, and instructor personnel. Unless otherwise approved by the CO and COR, requisite qualifications are as follows:
  - (a) Management/Contract Manager – Shall have a minimum of four (4) years' experience in the management of security services contracts.
  - (b) Supervisors – Shall have a background and experience including a minimum of four (4) years associated with a security, military police, or law enforcement career. Refer to section 21) Company Representative, Para. c) Of this SOW for further requirements.
  - (c) Instructor – Shall have professional credentials consistent with performing in the capacity of an instructor. Credentials include state certification or accreditation, Department of Energy certification, or other certification, approved by the CO and COR. Additionally, instructors shall have a minimum of four (4) years' experience in a security, military, or law enforcement career.
- ii. Company Representative
  - (a) The Contractor shall provide a Contract Manager. The Contract Manager shall be dedicated solely to the performance of this contract and will not be assigned to any other contracts. The Contract Manager may appoint a supervisor to act in place of the Contract Manager as needed for temporary absences. OSCO will retain final oversight and decision-making authority over security operations.
  - (b) The Contract Manager shall assist OSCO with the development of security procedures and policy.
  - (c) The Contract Manager shall maintain proper discipline, appearance, conduct, professional bearing and demeanor of all officers and supervisors.
  - (d) The Contractor shall provide supervision focused on the day-to-day contract performance of officers. Supervision shall also be the direct liaison to the Contract Manager and OSCO for

security operations. Supervisors shall assist with training (post certification, OJT, etc.) as necessary

- (e) The Contractor shall provide one twenty-four hour per day, seven day per week supervisor at the Ross Complex and supervisors assigned to BPA HQ, Celilo and the Munro Complex for 12 hours per day, Monday through Friday (except holidays). The supervisors shall be responsible for supervising officers performing duties at the various locations at specified times as noted in "Designated Coverage."
- (f) Supervisors shall be certified as a supervisor by the state in which supervisory work is to be performed if required. Supervisors will have demonstrated the knowledge, skills, and abilities necessary to successfully perform the duties of the Security Supervisor position including, but not limited to, the following:
  - (i) Resolution of security related issues.
  - (ii) Management of dynamic, evolving emergency or security incidents.
  - (iii) Liaison with law enforcement agencies, client personnel, and other customers.
  - (iv) Coordinating and ensuring training completion of officers assigned.
  - (v) Outside the hours outlined for a designated security supervisor the security supervisor from the Ross Complex will perform this function for the Headquarters. Duties of the Ross Complex security supervisor are outlined in the Statement of Work.
  - (vi) Shift supervisors may relieve security posts for designated break periods only when there are no other alternatives (e.g. - patrol, etc.) available.
  - (vii) The supervisor shall inspect all assigned officers/posts at least once per shift. Each officer/post inspection shall be entered in the Security Officer Report (SOR) and initialed by the inspecting supervisor. SOR's shall be made available electronically to the COR upon request.
  - (viii) If a Security Officer is not available to be posted at the beginning of a shift the Contractor Supervisor shall call the Physical Security Duty Officer, OSCO personnel or COR and provide the expected timeline and plan to restore coverage of the post.
  - (ix) Alternate shift supervisors shall serve in the absence of a designated Shift Supervisor. The alternate shift supervisor must meet the criteria stipulated for "Supervisor."

#### 11) SECURITY SUPERVISOR PROCEDURES AND DUTIES

##### a. General Description

- i. The supervisor is responsible for ensuring completion of security officer training and proper management and maintenance of all security posts listed in this SOW. Supervisors shall not supervise any security posts associated with other contracts. Shift Supervisor's shall be armed.
- ii. Designated Coverage
  - (a) Ross Complex
    - (i) All Shifts 24 hours a day, 7 days a week unless otherwise approved by the COR, one supervisor shall be on duty and responsible.
    - (ii) Ross Supervisor Supervision of Portland Headquarters
      - 1. Monday through Friday from 1800 – 0600, Weekends and Holidays provide supervisory duties.
    - (iii) Portland Headquarters
      - 1. Monday through Friday, except holidays, from 0600 – 1800 hours, unless otherwise approved by the COR, one supervisor shall be assigned to and responsible for Portland Headquarters.

(iv) Celilo Complex

1. Monday through Friday, except holidays, from 0800 – 1600 hours, unless otherwise approved by the COR, one supervisor shall be assigned to and responsible for the Celilo Complex.

(v) Munro Complex

1. Monday through Friday, except holidays, from 0600 – 1800 hours, unless otherwise approved by the COR, one supervisor shall be assigned to and responsible for the Munro Complex.

b. Supervisor Duties

- i. Supervisors shall not have other responsibilities not related to this contract. Supervisors shall be responsible for the following:
  - (a) Providing a formal briefing for security officers at the beginning of each shift. This shall include, but is not limited to, pertinent pass-down information, security alerts, or termination advisories.
  - (b) Ensuring posts remain staffed as required. Provide suitable replacements to staffing as needed.
  - (c) Notifying the Contract Manager and OSCO if the Contractor is unable to provide coverage for a post.
  - (d) Providing back-up assistance to security officers as needed. If additional assistance is needed, the supervisor shall immediately ensure Federal Protective Service (FPS) or local law enforcement, and OSCO, is notified as appropriate.
  - (e) Ensuring familiarity with the duties and responsibilities of the posts under their supervision.
  - (f) Ensuring post books at each post are kept current and all officers are knowledgeable regarding information contained in the post book.
  - (g) Conducting tests of security system equipment, in accordance with written plans and SOP's. A written report of the results of testing shall be provided to OSCO electronically.
  - (h) Ensuring completion of Annual Post Certification Tests, Limited Scope Performance Tests (LSPT's), Alarm Response and Performance Tests (ARAPT's), and other security exercises as indicated in established plans and SOP's. This includes coordination with the Contract Manager and OSCO, if necessary, as well as documenting, maintaining, and tracking written evaluations associated with these performance tests, identifying and making any needed corrective actions.
  - (i) Gathering, reviewing, and submitting security incident reports and forms prepared during the shift. The submission of reports and forms shall be coordinated with the Contract Manager and COR. Forms/reports shall be filed electronically in appropriate folders on BPA networks and as directed by OSCO personnel.
  - (j) Reviewing documentation maintained by posts. Ensuring documentation is maintained and submitted in accordance with directives established by OSCO. This includes, but is not limited to Security Desk Blotters, applicable visitor documents and logs, NERC CIP compliance documentation and records.
  - (k) Coordinating with the Contract Manager to provide verbal briefings to the COR, other OSCO staff, or the Chief Security Officer regarding significant security-related events as needed.
  - (l) Ensuring timely notification is made to the relevant Facilities Management office concerning buildings and/or grounds-related issues

- (m) Ensuring notification is made to the Contract Manager and OSCO Physical Security Duty Officer, if necessary, regarding security incidents occurring after normal duty hours as soon as safely possible.
- (n) Conducting an inspection of each security officer prior to posting. This inspection shall include at the minimum:
  - (i) Ensuring personal appearance of security officers is acceptable in accordance with established policies. Ensuring each security officer is properly licensed and equipped with the necessary inclement or warm weather garments. Ensuring all officers on duty possess a valid DOE/BPA identification badge for display.
  - (ii) Ensuring each officer is fit for duty. The Supervisor shall not allow any security officer to stand post if he or she appears to be under the influence of alcohol, drugs, medication, or other intoxicants. The supervisor shall not allow any security officer to stand post without sufficient rest.
  - (iii) Providing a shift briefing regarding any relevant issues brought forward from previous shifts, such as post orders, special notices, access restrictions, etc.

12) GENERAL SECURITY OFFICER CONDUCT (General Orders, Section I)

- a. All security officers shall be held to the highest standards of professional conduct, appearance, and performance. BPA does not grant or authorize any use of force or exercise of authority not permitted under the state laws governing the actions of security officers. This section is applicable to post descriptions as noted and shall be included with each post book.
- b. Use of Force
  - i. Security personnel shall, at all times, attempt to perform their duties with the minimum force necessary. Applicable laws regarding the use of force shall be observed at all times.
- c. Literature
  - i. Only authorized reading material approved by the COR or OSCO may be read on post. Newspapers, magazines, novels, or other personal reading material, both hardcopy and electronic in nature, are not authorized.
- d. Personal Audio/Video Equipment and Personal Cell Phones
  - i. Personal audio players, video players, and televisions are not authorized for use at any post. Personal cell phones shall be limited to emergencies and necessary family communications while on post, during the performance of an officer's or supervisor's duties. Changes in the use of these types of equipment must be approved in advance by the Contract Manager and COR. The authorized use of any personal equipment shall not interfere with the operation or professional appearance of the post.
- e. Appearance
  - i. Security officers shall present a professional appearance at all times with the uniform clean and pressed.
- f. Socializing
  - i. While on post, security officers will maintain a professional and polite demeanor, and shall not become engaged in lengthy, protracted or disruptive conversations with visitors, employees, guests, or other officers. If a guest, visitor or employee becomes distracting, the supervisor shall be notified and the supervisor shall notify the Contract Manager and OSCO.
- g. Emergency
  - i. Security officers at all posts shall take immediate action such as calling local law enforcement (to include FPS when appropriate), fire department, and OSCO for assistance when a situation is discovered presenting an immediate danger to life and/or property. Threatening individuals,



confirmed building intrusions, fire, broken water/oil lines are some examples. Other non-emergency matters are to be referred to the Contract Manager and OSCO for assistance.

h. Observance / Situational Awareness

- i. All supervisors and security officers shall maintain a high level of situational awareness and be observant for any suspicious activity. When feasible, officers shall attempt to identify suspicious personnel and observe and report any information that reasonably can be obtained such as:
  - (a) Name, address, or any other identifying information
  - (b) Physical description
  - (c) Vehicle description
  - (d) Vehicle license number
  - (e) Direction of travel
  - (f) Statements made by suspects or individuals
  - (g) Other information useful in an investigation

i. Demeanor

- i. All security officers shall maintain a polite and friendly demeanor while on post. Officers are authorized to use a command voice or assert officer presence in order to carry out their duties when necessary. Officers shall not engage in disruptive or malicious conversations or behavior while on duty.

j. Arrests or restraints

- i. Arrests and restraints shall be applied according to the laws of the state in which the incident occurs. Security Officers shall not sign civil or criminal complaints on behalf of BPA.

k. Officer Safety

- i. Security officers shall exercise caution at all times and under all circumstances. The primary function of security officers is to observe and report incidents and suspicious activity. Officers shall take appropriate actions as necessary, in accordance with the appropriate laws, to maintain the safety and security of client personnel and property. Officers shall seek assistance from other security officers, FPS when appropriate, local law enforcement, and OSCO when needed.

l. Security Officer Reports

- i. All security officers shall maintain a Security Officer Report (SOR) of activities during their assigned shift. This report shall be specific regarding times actions were taken and inspections conducted. The time and name of the supervisor making the supervisory inspection shall be recorded in this report. The report shall be submitted to OSCO at the start of the next regular work day for review, unless otherwise directed by the COR. Written reports are not for general reading and are to be kept secure at all times. For designated posts, the Security Desk Blotter shall be used in place of the SOR. Significant activities performed by the Security Supervisor shall be entered on the appropriate Desk Blotter. Supervisors relieving officers for breaks or other reasons shall make annotations on the relieved officer's SOR.

m. Communication

- i. Contractor-issued cellular phones and BPA landlines may be used as secondary means of communication when primary means of communication are not available.

13) DELIVERABLES AND PERFORMANCE

- a. Article I, Table 1
- b. Listing By Appearance In Statement Of Work

<i>Due Date</i>	<i>Subject</i>	<i>Destination</i>	<i>Other Information</i>
At Award	Weapons Storage Approval	COR	
At Award	Certificate of Authority	COR/CO	
At Award	Personnel Secret Security Clearance Initiated	Personnel Security	
At Award	Certificate of Good Standing	COR/CO	Executive Order 12829
At Award	DOE Facility Security Clearance	COR/CO	SF328
90 Days after start of Contract	SOPs	COR	
Quarterly	Officer Evaluation of SOP	COR	At the end of each Fiscal Year Quarter
As Updated or Annually whichever is first	Updates to SOP	COR	
At Award/Annually	Annual Training Plan	COR	
Prior to Post Assignment Provide documentation upon Request	Certification of Pre-Employment Training	COR	
Conduct as Required/Provide Documentation Upon Request	Post-Employment Licensing and Certification Refresher	COR	
Upon Request	Documentation of Qualification Attempts	COR	
As Required	Combined Quarterly Training	COR	
Upon Request	Training Goals and Objectives	COR	
Upon Completion	Results of Quarterly Training	COR	

<i>Due Date</i>	<i>Subject</i>	<i>Destination</i>	<i>Other Information</i>
As Required	Notification of Failure to Qualify	COR	
As Soon As Safely Possible	Report of Unsafe Act	COR	
As Required	Remedial Action Plan for Preventing Future Unsafe Acts	COR	
At Award	Class Training Format	COR	
Upon Request	Class Training Plan	COR	
Upon Request	OJT Report	COR	
Upon Request	Documentation of Medical Exam	COR	
Upon Assignment	Documentation of Criminal History Check	COR	Letter Signifying Acceptable Criminal History Check
As Required	Email Notification of Employee Terminations	COR	Email to COR email box
As Required	Security Incident Reports	OSCO/FPS	
At Award of Contract and updated as Changes Occur	Company Key Personnel and Officer Recall	COR	
Prior to Award of Contract	Organizational Chart	COR/CO	
Upon Request	Training Records	COR	
Upon Request	Post Books	COR	
As Required	Security Alarm Checks	COR/Security System Administrator	
As Required	Firearms Modification Approval	COR	

<i>Due Date</i>	<i>Subject</i>	<i>Destination</i>	<i>Other Information</i>
Upon Request	Weapons Inspection Documentation	COR	
Upon Request	Weapons/Ammunition/Equipment accountability documentation	COR	
At Award of Contract	Firearms Safety Program	COR	
Annual on date of Contract Award	Firearms Safety Program Assessments	COR	
Upon Request	Firearms Safety Briefing	COR	
As Required	Guest Firearms Instructors	COR	
As Required	Armors Qualifications	COR	
At Award of Contract	Firearm Load/Unload Procedures	COR	
As Required	Supervisory Post Check Documentation	COR/SOR	
As Required	Post Books, Forms, Tests, Reports, SORs, Compliance Documents	COR	
As Required	Shift Schedule Changes	COR	
As Required	Performance Assurance Training Elements	COR	
Annually	Annual Self-Assessment	COR	
14 Business Days after Assessment Completion	Annual Self-Assessment of Adherence to SOW Report	COR	
120 days following	Performance Testing	COR	

<i>Due Date</i>	<i>Subject</i>	<i>Destination</i>	<i>Other Information</i>
Award of Contract	Methodology		
Twice Monthly	Performance Tests, (Security Exercises to include verbal questions or actions taken)	COR	Conduct and Document on LSPT/ARAPT Log

#### 14) SHIFT AND POST REQUIREMENTS

- a. The Contractor shall furnish security officers for the designated posts and shifts as described in post descriptions. When BPA deems necessary, the Contractor shall furnish security officers for posts identified in the SOW, but not currently active as identified in this SOW. The Contractor may submit alternative shift schedules to the COR, and upon written approval in advance, may implement the approved schedule. A copy of the specific post description and requirements as noted in the applicable sections shall be provided to each post for officer reference. Additionally "General Security Officer Conduct" and "General Post Requirements" shall be provided to each post.
- b. Shifts
  - i. Posts described as 24 hours per day shall be staffed as eight-hour posts. No officer shall be posted for greater than 12 hours in a 24 hour period except in emergencies following coordination with OSCO Staff. The Officers must have no less than 8 hours away from work between shifts. Exceptions for emergency circumstances shall be evaluated for approval by the OSCO Staff or COR.
- c. Shift Requirements
  - i. The Contractor shall staff shifts to optimize security coverage throughout the workday and overnight hours. Shifts shall be scheduled in such a manner to avoid lapses or voids in security coverage during the times of the day that employees are coming to work, breaking for lunch, or leaving the work place. Changes to shift requirements may be adjusted by the Contractor in coordination with COR and meeting BPA requirements. Changes shall be evaluated for efficiencies of operation and any cost implications.
  - ii. Under the direction of the shift supervisor, security officers shall obtain all necessary equipment prior to assuming the duties of their assigned post. Appropriate logs, forms and control rosters shall be filled out noting the issuance of such equipment.
  - iii. "General Security Officer Conduct" expectations shall be observed while officers are on shift.
  - iv. Personnel shall not consume alcohol, drugs, or other products that may negatively impact judgment or physical response as necessary to carry out the duties within 8 hours of duty. Personnel taking prescription drugs causing drowsiness, caution use while operating machinery, or driving a vehicle shall inform their supervisor within 1 calendar day of prescription and may require a medical release in order to resume duties.
  - v. Security officers and supervisors expected to operate motor vehicles as part of their duties shall be in possession of a valid state-issued driver's license at all times while operating such vehicles. Officers assigned to positions not requiring operation of motor vehicles nor having to drive while working on the BPA Security Services Contract shall be in possession of federally issued identification and are not required to be in possession of state issued driver's license.
  - vi. At all times while posted, security officers shall ensure persons entering BPA controlled property and moving about BPA controlled property properly display appropriate identification.



- vii. If an employee refuses to display identification properly, the security officer shall immediately inform the shift supervisor, document the incident, and perform other actions in accordance with established SOP's. The Contract Manager and OSCO shall be notified immediately.
- viii. If the security officer perceives a threat to BPA property or personnel, the officer shall take appropriate actions to manage the threat. The Contract Manager and OSCO shall be notified immediately
- ix. Security officers shall complete Security Incident Reports when directly involved in a response or perform follow up to a response. This includes incidents where the officer or supervisor is a witness. Security Incident Reports shall be submitted prior to officers involved being released from duty.
- x. Security officers shall fill out electronic or hardcopy (or both) Security Officer Report (SOR) for each shift noting security officer activities. The SOR shall note when the officer came on duty, patrolled specific areas, took breaks, lunch, or other information confirming appropriate security activity. Security officers and supervisors shall maintain electronic or hardcopy (or both) SOR notebooks to record information, assist in preparation of incident reports, and for possible use in court.
- xi. Security officers shall perform inspections of visitors' bags, briefcases, boxes, other hand-carried items, and vehicles upon entry as outlined by SOP's, or otherwise directed by OSCO.
- xii. Security officers shall enforce BPA security policies as noted in post duties, post orders, and BPA or Contractor provided SOP's as approved by OSCO.
- xiii. Security officers shall be familiar with BPA bomb threat, medical, and fire response instructions. SOP's shall be prepared to respond and assist, as required, during an emergency.
- xiv. Security officers at entry points shall inform visitors that firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor or Contractor is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The officer shall immediately report the incident to the Security Supervisor, FPS (for incidents occurring at BPA HQ), the Contract Manager, and OSCO.
- xv. Security officers shall be familiar with designated NERC CIP controlled areas at their post locations and must be familiar with access and response requirements for those areas.

#### 15) SAFETY REQUIREMENTS

- a. The COR, designated field inspector, or any BPA employee or contractor may cause any work to cease if any safety violations are observed. No further work will be allowed until such time as the situation is resolved.
- b. The Contractor shall provide to the COR, prior to the start of the contract, a Material Safety Data Sheet on products the Contractor will be bringing to the job site that employees may be using, exposed to or which may be stored on the site. Prior to performance on this contract, a Site Specific Safety Plan (SSSP) must be submitted in writing to the COR to address typical and routine tasks required under this contract. In accordance with Clause 15-13, Contractor Safety and Health Requirements, any additional authorized services involving exposure to potential high-hazards, as determined by the COR, shall require the submittal of a supplemental Site Specific Safety Plan in writing prior to work starting on those high-hazard tasks. The SSSP is subject to review and approval by the BPA Safety Office. Changes in work procedures or added work sequences not initially specified in the SSSP shall require an update and will generate a new review and approval process for the updated analysis or plan.
- c. All applicable Federal, Government and local safety requirements shall be observed by the contractor and its employees.

- d. Many BPA facilities are energized and could pose risk to the life and safety of any Contractor personnel who enter such areas. Security contract personnel who are trained and hold a Contractor Non-Electrical Worker Permit may be allowed in areas requiring Permit without escort of BPA personnel. Personal Protective Equipment Required for Entering areas requiring the Permit:
- i. **White Hard Hat.** Hard hats approved by the Administration shall be worn by ALL PERSONS in the following locations and conditions except for work inside transformers, power circuit breakers, under vehicles, or in similar restricted/protected situations.
    - (a) In fenced substation yards and other designated hard hat areas.
    - (b) When engaged in or when in the close proximity of outdoor work or in all areas where there is exposure above head level to moving equipment, work, or material handling.
    - (c) Persons working at elevated locations more than 4 feet above the ground and utilizing fall protection PPE shall wear a BPA approved climbing style helmet attached with chin strap.
  - ii. **Identification/Color-Coding System.** To distinguish between Qualified Electrical Employees and others, **YELLOW** hard hats will be restricted to holders of *Electrical Worker Permits*. Additional hard hat colors utilized on the BPA system are:
    - (a) **BLUE:** Riggers
    - (b) **RED:** Construction Equipment Operators
    - (c) **GRAY:** Carpenters (Note: Due to gray being unavailable in a climbing style helmet, white shall be substituted.)
    - (d) **WHITE:** All Others
  - iii. **Protective Footwear.** Appropriate footwear that provides adequate support and protection to the foot, toes and ankles for the work being performed shall be worn. Lace-up, over the ankle leather boots with rigid sole and heel meeting ASTM F 2413-11 with an EH Rating or ASTM F 2413-05, Class 75 with EH rating shall be worn in all work areas where hard hats are required and other areas as determined by a supervisor. Supervisors have the responsibility for assuring that appropriate footwear is worn. Employees have the responsibility to wear appropriate footwear for the job.
  - iv. **Arc Flash (FR) Clothing:**
    - (a) Arcing from faulted components can occur when working on or near energized circuits. In some cases, this arcing will expel molten metal and can produce enough heat to cause burns to a worker and ignite clothing. BPA's goal is to establish requirements that protect workers from the onset of 2<sup>nd</sup> degree burns (1.2 cal/cm<sup>2</sup>), but not overprotect to the point of causing restricted/inhibited visibility, heat exhaustion, and inability to perform work. Arc-rated clothing has a rating corresponding to the minimum Arc Thermal Protection Value (ATPV) which prevents the onset of 2<sup>nd</sup> degree burns.
    - (b) To maintain conformance with Federal OSHA work standards BPA has adopted the policy of protecting workers from the hazards of arc flash by requiring minimum clothing rating of 8 cal/cm<sup>2</sup> for those who may be exposed to arc flash hazards normally found in the energized area of BPA substations. This clothing must be worn by contract workers anytime they are in the energized area of the substation yard. The boundary for this requirement is from any control house door exiting into the energized substation yard or from the substation gate entering into the energized substation yard.
    - (c) Therefore, if the contract worker must enter the energized substation yard to work the minimum requirements for arc rated clothing must be met. Long sleeve coveralls with a rating of 8 cal/cm<sup>2</sup> can be utilized in lieu of rated pants and long sleeve shirt. Any jackets or rain gear worn also needs to meet the minimum rating of 8 cal/cm<sup>2</sup>.
    - (d) Arc Rated clothing with a minimum rating of 8 calories/cm<sup>2</sup> shall be worn inside of energized substations or when an employee is performing work which may expose them to an arc

hazard. The wearing of clothing and footwear made from acetate, nylon, polyester, or rayon either alone or in blends (unless labeled with an Arc Thermal Protection Value of 8 cal/ cm<sup>2</sup> or greater) is prohibited alone or under arc rated clothing when an employee may be exposed to the hazards of electric arcs or flames. Long sleeve arc rated shirts shall be worn with sleeves rolled down and shirts tucked into pants.

- v. Contractor Non-Electrical Worker Permit: Contractor employees performing security services at the Eugene Starr Complex or while deployed to a Substation under this contract may be required to successfully pass the Non-Electrical Worker Permit examination, pass the Substation Electrical Hazard Awareness Training and Tour, and pass NERC-CIP Field Training. BPA reserves the right and option to provide an escort in lieu of above requirement.
- vi. Celilo Special Risk Plan
  - (a) BPA's Celilo facility has had extensive mercury contamination as a result of the use and maintenance of mercury arc valves (rectifiers) employed at the facility from 1970 to 2004. Most of the interior of the building is now mercury free. Background concentrations of the toxic element are extremely low minimizing the risk of future health concerns from inhalation. However, care should be exercised during future renovation should encapsulated locations be disturbed. Any drilling, cutting, or floor demolition should be accompanied by monitoring to ensure that contractors are not unnecessarily exposed to brief albeit elevated local vapor concentrations.
  - (b) The contractor shall review the *Post-Abatement Clearance Report for Phase 3 Mercury Abatement Areas at Celilo Converter Station, The Dalles, Oregon*, dated October 11, 2013. The report will be provided to the contractor by the COR.
  - (c) 29 CFR 1910.1200 Mercury Hazard Communication Training will be conducted and documented for officers that will work at the Celilo DC Converter building.

#### C) SECURITY SERVICES AT THE BPA HEADQUARTERS

##### 1) General

- a Standard security officer procedures shall apply to all HQ security posts. Shift hours may be adjusted through the approval of the COR. All posted officers and patrols assigned to the BPA Headquarters shall be knowledgeable of building evacuation, shelter-in-place procedures, and other contingency procedures.
- b Questions about physical security and access control policy shall be deferred to the HQ's Physical Security Specialists.
- c Parking Garage Entrance Bollard System Operation
  - (i) Security officers must understand the safe operation of the garage entrance bollard system prior to assignment to posts 1, 2, 8 or 9. Officers shall not operate the garage entrance bollard system unless properly trained.
  - (ii) Training required to operate the bollard system shall be conducted by security supervisors or training personnel ensuring adequate understanding of the safe operation of the system according to the policies and procedure established in this SOW and SOPs developed by the Contractor.
  - (iii) Training for bollard system operation shall be documented on the individual security officer's training record. Security officers required to operate the bollard system must demonstrate the ability to safely do so prior to assuming duties of the post. Procedures for operating the bollard system shall be placed at each applicable post.
  - (iv) Bollard system operating hours under non-emergency conditions
    - (a) From the hours of 1800 – 0600, Monday through Friday, bollards shall remain engaged in the up position with the parking garage doors closed.

- (b) From the hours of 0600 – 1800, Monday through Friday, bollards shall remain engaged in the down position with the parking garage doors open.
  - (c) During weekends and holidays, bollards shall remain engaged in the up position with the garage door closed at all hours.
  - (d) OSCO may direct changes in use of the bollard system as needed.
- 2) Headquarters Security Post 1
  - a Description of Post
    - (i) HQ Post 1 is located at the security console located in the main lobby of the BPA Headquarters Building. HQ Post 1 is a one-person post, operated by an armed, uniformed security officer 24 hours per day, 7 days per week. The security officer shall be equipped with a portable radio, flashlight, and other equipment necessary to perform building security services. The officer shall be trained and competent to operate the bollard system during normal and emergency operations. The primary responsibility of this post is to monitor and control personnel access through the use of CCTV, cardkey physical access control systems (PACS), and manual processing procedures.
  - b Designated Shifts
    - (i) This post shall operate 24 hours per day, seven days per week. The post shall have three shifts per day.
  - c Post Duties
    - (i) Officers shall perform the following:
      - (a) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
      - (b) Monitor the CCTV and PACS for the BPA Headquarters. Allow access after normal business hours only to persons with valid BPA or other approved identification, or, individuals or groups approved for access and authorized by OSCO. BPA and Contractor personnel must present their ID badges to the lobby access portal to gain building access past HQ Post 1. Guests of employees and all visitors are required to follow established procedures for visitor access. All persons entering the building are subject to screening.
      - (c) Require all visitors and guests to be identified via government issued photo ID and to sign in and obtain a visitors badge. Ensure visitors and guests are screened properly before entry.
      - (d) Dispatch and monitor Headquarters security posts and patrols for various situations that may arise.
      - (e) Maintain radio or alternate communications and conduct security status checks with posts and patrols assigned to the BPA Headquarters on an hourly basis during daylight hours and every 30 minutes during hours of darkness or increased security posture.
      - (f) Monitor and respond to all building alarms for the Headquarters Complex in accordance with designated procedures. This includes door alarms, intrusion alarms, duress alarms, computer room alarms, and fire alarms. For the ProWatch system, this post shall maintain an event log of alarm activity.
      - (g) Process and maintain visitor access requests and administer visitor access procedures. Temporary badges shall be issued for cleared visitors as well as BPA and Contractor employees who do not have their Government issued identification. Prior to issuing a temporary local site specific only (LSSO) badge, appropriate procedures shall be followed based upon the status of the individual (i.e. foreign national, escorted/unescorted access, etc.). Any BPA Temporary badge issued must be returned upon the employee or visitor's departure from the building.

- (h) Maintain the electronic Headquarters Security Desk Blotter, listing security-related activity and information for a 24-hour time period. The Contractor shall submit the blotter for review as determined by OSCO.
  - (i) Maintain communications with FPS via established procedures.
  - (j) Maintain open communication with contract security officers for the 911 building regarding pertinent security incidents, events, or information which may impact the 911 building, personnel, or protective force.
- 3) Headquarters Security Post 2
  - a Description of Post
    - (i) This post is a roving patrol encompassing the Headquarters complex. This is a one-person post, operated by an armed, uniformed security officer 24 hours per day, 7 days per week. The security officer shall be equipped with a portable radio, flashlight, and other equipment necessary to perform the required security services. This security officer shall be trained and competent to operate the bollard system during normal and emergency operations according to section 25.b of this SOW. The primary responsibility of this post is to conduct security patrols of the interior of the Headquarters (905) building, the exterior of the East Side Federal Complex (905 and 911 buildings).
  - b Designated Shifts
    - (i) This post shall be 24 hours per day, 7 days per week and shall have three shifts per day.
  - c Post Duties
    - (i) Officers shall perform the following:
      - (a) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
      - (b) Conduct a minimum of two foot patrols each shift throughout the interior of the Headquarters building and the 911 building fitness center (BPA Club Fed) area at random frequencies, unless otherwise directed by the security supervisor, Contract Manager, or OSCO. These patrols shall be recorded on an electronic or hardcopy SOR. Perform general security checks of all areas patrolled. During interior patrols particular attention shall be given to sensitive areas such as JTS rooms and the Duty Scheduling Center (DSC) due to NERC CIP requirements associated with the DSC.
      - (c) Conduct a minimum of two foot patrols per shift of the exterior of the Headquarters building and the 911 building (exterior area comprising the East Side Federal Complex) at random frequencies, unless otherwise directed by the security supervisor, Contract Manager, or OSCO.
      - (d) Conduct patrols, or other security measures of internal Headquarters building parking levels in basement levels B-1, B-2, B-3, and B-4.
      - (e) Conduct patrols as otherwise directed by the security supervisor, Contract Manager, or OSCO.
      - (f) Enforce building rules and regulations and perform other duties as directed by special orders, Operations Bulletins, or verbal instructions from security supervisors, the Contract Manager, and OSCO.
      - (g) Enter all incidents in the electronic or hardcopy Security Officer's Report (SOR) and report all incidents and suspicious activity to HQ Post 1 and/or the security supervisor through the most expeditious means possible. Provide written reports as required.
      - (h) Direct persons with lost and found items to OSCO, or take custody of items brought to the post and turn them in to OSCO.



- (i) Respond to alarms as dispatched by HQ Post 1, the security supervisor, Contract Manager, OSCO, or FPS. Request assistance if necessary. Log and report all alarm incidents on the electronic or hardcopy SOR. Response to security alarms for the Duty Scheduling Center (DSC), JTS rooms, BMS room, or Personnel Security Office shall be priority.
  - (j) Respond to other security-related events as directed by HQ Post 1, the security supervisor, Contract Manager, or OSCO.
  - (k) Provide officer break relief or post assistance as directed.
  - (l) Perform patrols at random frequencies in an effort to not establish a pattern.
  - (m) Perform other duties as assigned by the security supervisor, Contract Manager, or OSCO
  - (n) Maintain radio contact with HQ Post 1 during foot patrols to the extent possible.
  - (o) Ensure the doors at the Headquarters building secure automatically in the ProWatch security system at 1800 hours on normal weekdays. After 1800 hours, this post shall conduct a check of all exterior doors to ensure they are secure and the security system is working properly.
- 4) Headquarters Security Post 3 (Currently not active)
  - a Description of Post
    - (i) OSCO may request activation and manning of this post for contingency operations, specific security conditions (SECONs), or other security needs. This post shall not be occupied unless directed by OSCO. When activated, this shall be a one-person post manned by an armed, uniformed security officer, up to 24 hours per day, 7 days per week. Specific duties and hours for this post will be described at the time it is activated.
- 5) Headquarters Security Post 4 (Currently not active)
  - a Description of Post
    - (i) OSCO may request activation and manning of this post for contingency operations, specific security conditions (SECONs), or other security needs. This post will not be occupied unless directed by OSCO. When activated, this shall be a one-person post manned by an armed, uniformed security officer, up to 24 hours per day, 7 days per week. Specific duties and hours for this post will be described at the time it is activated.
- 6) Headquarters Security Post 5
  - a Description of Post
    - (i) This post monitors access to the BPA Headquarters at the east entry. This is a one-person post, operated by an armed, uniformed security officer, 12 hours per day, Monday through Friday, excluding designated government holidays or as indicated by OSCO during higher security condition (SECON) status. The security officer shall be equipped with a portable radio, magnetic wand, x-ray machine, magnetometer and other equipment necessary to perform the required security services. The primary responsibility of this post is to ensure all visitors and their hand-carried items entering the BPA Headquarters are properly screened prior to entering the facility.
  - b Designated Shifts
    - (i) There shall be one shift per day established for this post. The hours of this shift are 0600-1800. Contractor proposed hours of operation may be modified under approval of the COR.
  - c Post Duties.
    - (i) Officers shall perform the following:
      - (a) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures. Functional checks of the magnetometer, hand-held wand, and x-ray machine shall be conducted and documented in accordance with established procedures.

- (b) Identify visitors and determine their need to enter the facility.
- (c) Screen visitors by using the magnetometer (or hand-held magnetic wand). Screen hand-carried items in the possession of visitors by using the x-ray machine or visual inspection. Employees entering the BPA Headquarters may be subject to screening at the direction of OSCO. OSCO may introduce new equipment or technology for screening personnel entering the facility. Security officers shall be properly trained on new equipment or technology introduced prior to use with verification of training annotated in the officer's individual training record.
- (d) Check for appropriate identification badge on persons entering the lobby area from outside BPA controlled space.
- (e) Inform all visitors firearms and other weapons are prohibited and ask all visitors if they are carrying any firearms or other weapons. If any individual is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The officer shall immediately initiate reporting the incident to the security supervisor.
- (f) React or respond to security incidents occurring in the lobby area of the Headquarters building posing a threat to personnel and/or property.

7) Headquarters Security Post 6

a Description of Post

- (i) This is a one-person post occupied by an armed, uniformed security officer 12 hours per day, Monday through Friday, excluding government holidays. The post is located in the lobby of the BPA headquarters building. The security officer is responsible for ensuring only authorized personnel enter the Headquarters facility by verifying the identification badges of all persons entering the building from the lobby and ensuring badges are worn properly. This post may be unarmed in accordance with Section 13.b "Exceptions" in this Statement of Work. The primary responsibility of this post is to ensure all persons entering the building from the lobby area have appropriate identification badge and access authorization.

b Designated Shifts

- (i) Monday thru Friday, 0600 to 1800, except designated government holidays. Hours of operation may be modified following COR approval prior to making the change.

c Post Duties

- (i) Officers shall perform the following:
- (ii) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
- (iii) Ensure all persons entering the building from the lobby area have the appropriate identification badge (to include visitor badges).
- (iv) Respond to all instructions from HQ Post 1, the shift supervisor, Contract Manager, or OSCO staff.
- (v) Request assistance when necessary from the HQ Post 2 security officer during periods of heavy pedestrian traffic in the lobby.
- (vi) Use any additional equipment introduced by OSCO for screening and/or verification of personnel entering the facility.
- (vii) Observe HQ Post 5 and provide assistance if necessary when prohibited items are identified during visitor screening.

- (viii) React or respond to security incidents occurring in the lobby area of the Headquarters building posing a threat to personnel and/or property.
  - (ix) Monitor personnel entering the building from the west entrance, ensuring only authorized personnel enter the building and others are directed to HQ Post 5 for screening.
- 8) Headquarters Security Post 7 (B1 Loading Dock Doors)
- a Description of Post
    - (i) This is a one-person post occupied by an armed, uniformed security officer 10 hours per day, Monday through Friday, excluding designated government holidays.
  - b Designated Shift
    - (i) Monday thru Friday, 0600 to 1800, except designated government holidays. Contractor proposed Hours of operation require prior approval of the COR.
  - c Post Duties
    - (i) Officers shall perform the following:
      - (a) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
      - (b) Ensure only authorized personnel gain entry into the BPA Headquarters through the B1 Loading Dock Doors.
      - (c) Ensure all persons entering the building from the lobby area have the appropriate identification badge (to include visitor badges).
      - (d) Conduct general and emergency access control and prevent intrusions.
      - (e) Observe the area for unusual or suspicious activity, vehicles and items and immediately report all such activity to HQ Post 1, who, in turn, will make appropriate notifications to the security supervisor, FPS, Contract Manager, and OSCO.
      - (f) Respond to all instructions from HQ Post 1, the shift supervisor, Contract Manager, or OSCO staff.
      - (g) Request assistance when necessary from the HQ Post 2 security officer during periods of heavy pedestrian traffic in the lobby.
- 9) Headquarters Security Post 8
- a Description of Post
    - (i) This is a one-person post occupied by an armed, uniformed security officer 12 hours per day, Monday through Friday, excluding designated government holidays. This post is located on N.E 9th Street on the west side of the Headquarters building at the garage entry ramp. Along with HQ Post 9, this post serves as the primary access control point for vehicular entry into the Headquarters garage. This officer shall be trained and competent to operate the bollard system during normal and emergency operations. This officer shall be equipped with all standard equipment plus an ANSI 207 compliant Public Safety Vest for Security and other equipment necessary to perform required security services. The officer assigned to this post shall be capable of assuming the duties of HQ Post 9. The primary responsibility of this post is ensuring only authorized personnel gain entry into the BPA Headquarters through the parking garage/basement area.
  - b Designated Shift
    - (i) Monday thru Friday, 0600 to 1800, except designated government holidays. Contractor proposed hours of operation may be modified under approval of the COR.
  - c Post Duties

- (i) Officers shall perform the following:
    - (a) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
    - (b) Ensure only authorized personnel gain entry into the BPA Headquarters parking garage/basement area. All individuals seeking access are required to have proper identification for authorized unescorted access to enter the BPA Headquarters or 911 building.
    - (c) Conduct general and emergency access control and prevent intrusions.
    - (d) Observe the area for unusual or suspicious activity, vehicles and items and immediately report all such activity to HQ Post 1, who, in turn, will make appropriate notifications to the security supervisor, FPS, Contract Manager, and OSCO.
    - (e) Inform all delivery or Facilities Vendors requesting entrance that firearms and dangerous weapons are prohibited and ask them if they are carrying any firearms or other dangerous weapons. If any individual is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The officer shall immediately report the incident to HQ Post 1, who, in turn, will make appropriate notifications to the security supervisor, FPS, Contract Manager, and OSCO.
    - (f) Coordinate with HQ Post 9 to conduct periodic exterior building patrols of the Eastside Federal Complex (905 and 911 buildings). When the HQ Post 9 officer is unarmed in accordance with Section 13.b "Exceptions," these patrols shall be conducted only along the west side of the building, from NE Lloyd Blvd. to NE Holladay, with HQ Post 8 keeping in visual contact with HQ Post 9. When HQ Post 9 is armed, these patrols shall extend to the full perimeter of the building as long as radio contact is properly maintained. OSCO will determine frequency of perimeter patrols.
    - (g) Assist HQ Post 9 with conducting vehicle inspections according to current procedures as provided by OSCO. Assist HQ Post 9 with screening non-badged individuals entering the garage with limited access (e.g. – authorized vendors and delivery personnel).
    - (h) Use any additional equipment introduced by OSCO
- 10) Headquarters Security Post 9
- a Description of Post
    - (i) This is a one-person post occupied by an armed, uniformed security officer 10 hours per day, Monday through Friday, excluding designated government holidays. This post is located on N.E 9th Street on the West side of the Headquarters building at the garage entry ramp. Along with HQ Post 8, this post serves as the primary access control point for vehicular entry into the Headquarters garage. This officer shall be trained and competent to operate the bollard system during normal and emergency operations according to Section 25.b of this SOW. This officer shall be equipped with all standard equipment plus an ANSI 207 compliant Public Safety Vest for Security and other equipment necessary to perform the required security services. The officer assigned to this post shall be capable of assuming the duties of HQ Post 8. This post may be unarmed in accordance with Section 13.b "Exceptions" of this Statement of Work. The primary responsibility of this post is to verify, process, inspect, control, and monitor visitor and delivery vehicular traffic entering the building via the basement ramp entry on NE. 9th Avenue.
  - b Designated Shift
    - (i) Monday thru Friday, 0700 to 1700, except designated government holidays. Contractor proposed hours of operation may be modified following approval of the COR.

c Post Duties

- (i) Officers shall perform the following:
- (ii) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
- (iii) Verify, process, screen, control, and monitor visitor and delivery vehicular traffic entering the building via the basement ramp entry on NE. 9th Avenue.
- (iv) Conduct vehicle and personnel screening according to current procedures as provided by OSCO. Permit access to delivery vehicles to the B-1 loading dock for discharging cargo according to current procedures as provided by OSCO.
- (v) Ensure only authorized personnel gain entry into the BPA Headquarters parking garage/basement area. All individuals seeking access are required to have proper identification for authorized unescorted access to enter the BPA Headquarters or 911 building.
- (vi) Conduct general and emergency access control and deter unauthorized intrusions.
- (vii) Observe for unusual or suspicious activity, vehicles and items and immediately report all such activity to the HQ Post 1, who, in turn, will make appropriate notifications to the Security Supervisor, FPS, Contract Manager, and OSCO.
- (viii) Inform all delivery or Facilities Vendors requesting entrance that firearms and dangerous weapons are prohibited and ask them if they are carrying any firearms or other dangerous weapons. If any individual is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The officer shall immediately report the incident to HQ Post 1, who, in turn, will make appropriate notifications to the security supervisor, FPS, Contract Manager, and OSCO.
- (ix) Coordinate with HQ Post 8 to conduct periodic exterior building patrols of the Eastside Federal Complex (905 and 911 buildings). When the HQ Post 9 officer is unarmed in accordance with section 13.b "Exceptions," in this Statement of Work. Patrols shall be conducted only along the west side of the building, from NE Lloyd Blvd. to NE Holladay, keeping in visual contact with HQ Post 8. When HQ Post 9 is armed, these patrols shall be extended to the full perimeter of the building as long as radio contact is properly maintained. OSCO will determine frequency of patrols.
- (x) Use any additional equipment that is introduced by OSCO for the screening and/or verification of personnel entering the facility.

J) SECURITY SERVICES FOR THE ROSS COMPLEX

1) General

- a Standard security officer procedures shall apply to all Ross Complex security posts. Under the direction of OSCO, the Contractor shall establish procedures for monitoring the ingress and egress of commercial vehicles, visitors and vendors. The contractor shall maintain entry logs and visitor access procedures, as well as radio and telephone communications between the various posts, supervisors, BPA visitor/vendor sponsors, the Contract Manager, and OSCO as needed. Post hours shall be performed as indicated unless adjusted by OSCO. Posts directly supporting response to NERC CIP designated areas, or other critical assets, shall be familiar with the location of those areas, access requirements, and procedures for entry. All posts and patrols assigned to the Ross Complex shall be knowledgeable of building evacuation, shelter-in-place procedures, and other contingency procedures.
- b Questions about physical security and access control policy shall be deferred to the Ross OSCO Physical Security Specialists.

2) Ross Security Post 1



- a Description of Post
  - (i) Ross Post 1 is a one-person post, operated by an armed, uniformed security officer 10 hours per day, Monday through Friday, 5 days per week except Federal Holidays. The security officer shall be equipped with necessary equipment to perform building security services and shall be familiar with use of the ProWatch security system for access control purposes. Ross Post 1 is located at the security console at the West entrance of the Dittmer Building. The primary responsibility of this post is to monitor and control access for the west entrance to the Dittmer building.
- b Designated Shifts
  - (i) This post will operate 10 hours per day, 5 days per week Monday through Friday, except holidays. Hours of operation shall be from 0600 to 1600.
- c Post Duties
  - (i) Officers shall perform the following:
  - (ii) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
  - (iii) Monitor the electronic verification of ID badges for authorized BPA and contract employees entering the Dittmer building through the physical access control system (PACS), which is currently the ProWatch system. Ensure established access control procedures are followed by all personnel.
  - (iv) Serve as a primary processing point for vendors requiring escorted access to the Dittmer building.
  - (v) Direct other non-badged (external to BPA) visitors for the Dittmer building to enter through Ross Post 4, located at the East entrance, unless otherwise directed by OSCO.
  - (vi) Issue appropriate visitor badges for vendors to the Dittmer building and temporary BPA/Contractor employee badges following established SOP's.
  - (vii) Screen all vendors processing through this post for escorted entry to the Dittmer building for any dangerous weapons or prohibited items in accordance with established procedures. If weapon or other prohibited contraband is present or detected, the incident shall immediately be reported to Ross Post 9 AMS who will notify the Security Supervisor, Contract Manager, and OSCO.
  - (viii) Conduct inspections of all hand-carried items being carried into or out of the Dittmer building by vendors.
  - (ix) Conduct inspections of hand-carried items of employees as directed by OSCO.
  - (x) Ensure the designated card-reader entrance doors (west lobby doors) are unlocked and the lobby lights are turned on at 0600 or when otherwise directed.
  - (xi) Ensure the designated card-reader entrance doors (west lobby doors) are secure and functioning properly upon completion of shift on normal duty days. After 1800 hours, this post becomes the primary entry point for the Dittmer building via card reader operation.
  - (xii) Use all equipment introduced by OSCO for access control or the screening of personnel entering the facility through this post. This includes the proper use of the Dittmer ProWatch system for monitoring electronic access verification to Dittmer.
  - (xiii) Follow normal procedures established for Ross Post 4 in the event visitors are directed to process through this post.
  - (xiv) Respond to PACS alarms associated with access control for the Dittmer building west entrance. Ensure all alarm activity associated with this post is entered in the ProWatch Event Log. Entries shall include alarm assessment, cause, and name of subject (if applicable).
  - (xv) Perform administrative duties by maintaining electronic and/or hardcopy documentation such as security alerts, daily visitor logs for Dittmer, and any other documentation deemed necessary by

the Contractor or OSCO. Conduct other administrative duties as assigned by the Contract Manager or OSCO.

- (xvi) Provide assistance to the Alarm Monitoring Station (AMS, Ross Post 9) by monitoring CCTV systems for the Ross Complex.
- (xvii) Perform security procedures as directed by OSCO and/or the Contract Manager. Procedures for this post may be changed BY OSCO as needed.

3) Ross Security Post 2

a Description of Post

- (i) Security Ross Post 2 is dedicated to the Construction Services Building (CSB, building Z-610) and surrounding parking lots. This post is occupied by an armed, uniformed security officer, but may be unarmed in accordance with Section 13.b "Exceptions" in this Statement of Work. This post combines a stationary post and foot patrol. The security officer shall be equipped to perform the security services required at this location.

b Designated Shifts:

- (i) Perform a combination of stationary duties and foot patrol from 0600 – 1600 hours, Monday through Friday except holidays.

c General Post Duties

- (i) Officers shall perform the following:
  - (a) This post is designated as an armed post except as noted in Section 13.b "Exceptions" in this Statement of Work. This is primarily a walking post located at the CSB building. The primary responsibility of this post is to monitor activity in and around the CSB building. The assigned officer shall conduct random foot patrols throughout the building and surrounding parking lots and shall maintain visible security presence.
  - (b) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
  - (c) Identify and process visitors. Conduct inspections of hand-carried items for visitors. OSCO may direct inspections of hand carried items on BPA employees.
  - (d) Provide assistance monitoring CCTV systems for the Ross Complex. The primary focus shall be the CSB building and surrounding areas.
  - (e) Ensure card-key operated doors function properly at the beginning of each shift. Place sign-in logs at the security desk by the entrance doors, and ensure the doors remain appropriately secured throughout the day.
  - (f) Investigate any alarm or malfunction condition related to the building. These situations shall be reported to the Alarm Monitoring Station (Ross Post 9) and the officer at this post shall take any necessary corrective actions.
  - (g) Conduct checks of the CSB room 104, as directed by OSCO. Checks shall be annotated on the Security Container Check Sheet (SF Form 702) located on the door.
  - (h) Inform visitors that firearms and dangerous weapons are prohibited and ask visitors if they are carrying any firearms or other dangerous weapons. If a visitor, or Contractor is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident shall immediately be reported to Ross Post 9 AMS who will notify the Security Supervisor, Contract Manager, and OSCO.

- (i) This post shall be transported by a Ross Vehicle Patrol to and from their posting at the CSB building.
- 4) Ross Security Post 3
  - a Description of Post
    - (i) Ross Post 3 is a one-person patrol, operated by an armed, uniformed security officer 24 hours per day, 7 days per week. The primary responsibility of this post is to provide patrol coverage for the Ross Complex.
  - b Designated Shifts
    - (i) This post will be manned in three 8-hour shifts as follows:
      - (a) Shift 1: 0000-0800
      - (b) Shift 2: 0800-1600
      - (c) Shift 3: 1600-2400
  - c Post Duties
    - (i) Officers shall perform the following:
      - (a) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
      - (b) Patrol the Ross Complex to include external and internal patrols.
      - (c) Monitor the complex for trespassers, building security issues, and fire and safety hazards and report for correction.
      - (d) Conduct perimeter checks looking for fence line holes, damage, or suspected unauthorized entry.
      - (e) Notify Ross Post 9 that perimeter checks are being conducted.
      - (f) Assist Ross Post 5 with traffic control at the main gate as needed. Respond to the main gate as needed after hours to assist with entry control when Ross Post 5 is not manned and the gate is fully automated for access.
      - (g) Coordinate building and gate checks for the Ross Complex with Ross Post 8. Annotate the checks on a hardcopy building check sheet which is subsequently scanned and submitted to OSCO electronically.
      - (h) Respond to alarms. Check the cause of intrusion alarms or fire alarms, request assistance, and reset intrusion alarms if appropriate. If the equipment is malfunctioning, notify Ross Post 9. Record the activity in the SOR, and when necessary, complete an electronic Security Incident Report. Priority response shall be given to any evidence of intrusion or unauthorized access to the CSB room 104, NERC CIP areas, or other critical assets.
      - (i) Respond to other emergencies at the Ross Complex or Park Place office complex as required. Facilitate the entry of emergency vehicles and personnel when necessary. This may include controlling traffic and/or escorting emergency vehicles to the site of the emergency.
      - (j) Provide assistance to other security posts on the Ross Complex as needed.
      - (k) Coordinate patrols and security checks of the Park Place office complex with the Security Supervisor a minimum of once per shift. Patrols shall include an interior check of the office suites as well as an exterior patrol of the parking lots and parking structure.
      - (l) Assist with conducting foot patrols of the interior and exterior of the Dittmer building at least once during each shift. This check shall be recorded on the officer's SOR.

- (m) Observe for facility-related problems and notify Ross Post 9 of discrepancies observed. Facility-related items include, but are not limited to, proper operation of automated gates, fence line damage, building damages or equipment failure, lighting outages, etc. Light poles not operating and fence line damage shall be reported by the patrol to Ross Post 9 who will notify Facilities Management.
- (n) Unlock and/or lock designated perimeter gates. This may include responding to gate 16 to assist with an over-sized vehicle as necessary following the departure of the Ross Post 6 officer.
- (o) Check the "Fog Test" laboratory area, the Technical Training building, and the line test and training area, the 345KV yard, Paul Johnson Substation, ABC parking lots, and Ross MHQ area (areas not within the fenced Ross Complex).
- (p) Check the parking lots for security of parked vehicles. When patrol duties and time allows, perform random government vehicle checks for security and keys left in the vehicles.
- (q) Raise and lower the flags at the Dittmer building. Flags shall be raised at sunrise and lowered at sunset daily, or otherwise directed.
- (r) Monitor road conditions on the Complex. Notify the Security Supervisor and Ross Post 9 AMS of inclement weather conditions.
- (s) Conduct patrols or checks as otherwise directed by the Security Supervisor, Contract Manager or OSCO.
- (t) Respond to assist BPA employees or Contractors with vehicle problems, escorts to vehicles, etc.
- (u) Assist in relief breaks and lunches for officers assigned to other Ross posts.

5) Ross Security Post 4

a Description of Post

- (i) This is a one-person, fixed post occupied by an armed, uniformed security officer 12 hours per day, Monday through Friday, excluding holidays. The security officer assigned to this post shall be equipped with the necessary equipment to perform the required building security services and shall be familiar with the use of the Physical Access Control and Alarm System. Ross Post 4 is located at the security console at the East entrance of the Dittmer Building. The primary responsibility of this post is to monitor and control access for the East entrance to the Dittmer building, as well as manage and process visitors for the Dittmer Building and the Ross Complex in general.

b Designated Shifts.

- (i) The hours of this post are Monday through Friday, 0600 – 1800 hours, except holidays.

c Post Duties

- (i) Officers shall perform the following:
  - (a) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
  - (b) Monitor the electronic verification of ID badges for authorized BPA and contract employees. Ensure appropriate Access Control procedures are followed by personnel authorized unescorted access and by BPA escorts hosting visitors to the Dittmer Building.
  - (c) Process and manage Visitor Access Requests for the Ross Complex, the Dittmer Building, and the Dittmer NERC CIP PSP. This shall include verifying that Foreign National (FN) visitors have been approved by OSCO.

- (d) Serve as the primary access and processing point for all non-badged (external to BPA) visitors for the Dittmer building and the Dittmer NERC CIP PSP following established SOP's.
  - (e) Serve as an alternate processing point for vendors requiring escorted access to the Dittmer building or the Dittmer NERC CIP PSP (Ross Post 1 is primary).
  - (f) Issue visitor badges and temporary BPA/Contractor employee badges following established SOP's.
  - (g) Screen all non-badged (external to BPA) visitors to the Dittmer building for dangerous weapons or prohibited items in accordance with established procedures. If a weapon or other prohibited contraband is present, the incident shall immediately be reported to Ross Post 9 AMS who will notify the Security Supervisor, Contract Manager, and OSCO.
  - (h) Conduct inspections of hand-carried items being carried into or out of the Dittmer building by visitors and employees as directed by OSCO.
  - (i) Ensure the east lobby doors are unlocked and the lobby display lights are turned on at 0600 or when otherwise directed. Turn on and inspect the walk-through metal detector for proper function, in accordance with established procedures.
  - (j) Ensure the east lobby doors are secured at 1600 hours or when otherwise directed by OSCO personnel.
  - (k) Train to properly use all equipment that is introduced by OSCO for access control or the screening of personnel entering the facility through this post, including the proper use of the Dittmer PACS for monitoring electronic access verification to the Dittmer building and Dittmer Building PSP.
  - (l) Respond to alarms associated with the PACS for the Dittmer Building east entrance. Enter all alarm activity associated with this post in the PACS Event Log. Entries shall include alarm assessment, cause, and name of subject (if applicable).
  - (m) Provide administrative support by maintaining documentation such as security alerts, daily Dittmer visitor logs, and any other documentation deemed necessary by the Contractor or OSCO. Conduct other administrative duties as assigned by the Contract Manager or OSCO.
  - (n) Be knowledgeable of building evacuation, shelter-in-place, and other contingency procedures and assist Ross Post 9 when necessary.
  - (o) Perform security procedures as directed by the Security Supervisor, Contract Manager, or OSCO.
- 6) Ross Security Post 5
- a Description of Post
    - (i) This is a one-person post operated by an armed, uniformed security officer 12 hours per day, Monday through Friday, excluding holidays. Ross Post 5 is located at the main gate on North Road adjacent to District Office Building 1 (DOB-1). This post is the primary access point for employees and visitors to the Ross Complex. The primary responsibility of this post is to ensure only authorized personnel gain access to the Ross Complex. The officer assigned to this post shall coordinate and communicate with other security posts, maintaining smooth flow of traffic occurs and ensuring authorized vehicles, visitors, and vendors are traveling to their appropriate destinations. This post shall routinely communicate with the primary visitor processing post (Ross Post 4) in order to establish and or confirm the authorization of visitors.
  - b Designated Shifts
    - (i) This post shall be manned in 12-hour shifts 0600 – 1800, Mondays through Fridays except holidays.
  - c Post Duties



- (i) Officers shall perform the following:
    - (a) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
    - (b) Primary responsibility is to ensure only authorized personnel are permitted access to the Ross Complex through the main gate, including both vehicle and pedestrian traffic. Access shall be permitted to BPA federal and Contractor employees with valid identification badges.
    - (c) Control access of visitors and their vehicles, ensuring all occupants of the vehicle present proper photo identification. Conduct vehicle inspections, visitor screening, issuance of visitor badges, and log all visitors in accordance with established procedures.
    - (d) Conduct vehicle inspections in accordance with established procedures, or as directed by the Contractor Manager and approved in advance by OSCO.
    - (e) Permit access to individuals listed under the carpool program as directed by OSCO.
    - (f) Inform all visitors firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor, or Contractor is carrying a weapon or other prohibited contraband, the situation shall be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident shall immediately be reported to the Security Supervisor, Contract Manager, and OSCO.
  - (ii) Vehicle Barriers and Security Procedures
    - (a) Visitor lane vehicle barriers shall be opened only after the visitor vehicle and the visitor(s) are screened, determined to be free of contraband or prohibited items, verified for the visit and determined to be authorized on site access.
    - (b) Immediately after allowing entry of authorized visitor vehicles, all visitor vehicle barriers shall be returned to the secure position prior to commencement of further visitor processing.
    - (c) Vehicle Barrier and Security Procedures During Higher Threat Levels
    - (d) All vehicle barriers shall remain active and engaged when higher threat conditions exist as directed by OSCO.
    - (e) If a security officer or the on-duty Security Supervisor determines conditions exist warranting vehicle barriers to remain in the active and engaged position, the Security Supervisor shall notify the Contract Manager and OSCO immediately.
- 7) Ross Security Post 6
- a Description of Post
    - (i) This is a one-person post operated by an armed, uniformed security officer 8 hours per day, Monday through Friday, excluding holidays. This post is located at Gate 16 near the East Storage Yard. This post serves as the main entry point for commercial vehicles, delivery trucks, and other large vehicles. The primary responsibility of this post is to ensure only authorized vehicles and personnel gain access through the gate and are screened appropriately. The officer assigned to this post shall be adequately trained and familiar with vehicle inspection techniques. The officer must conduct inspections of large commercial vehicles, paying close attention and looking for suspicious items, contraband, dangerous weapons including, but not limited to, explosives and bombs. The officer assigned to this post shall coordinate and communicate with other security posts and/or BPA personnel to ensure delivery authorization, maintain smooth flow of traffic.
  - b Designated Shift
    - (i) This post shall be manned one shift per day, from 0700 to 1500.
  - c Post Duties

- (i) Officers shall perform the following:
  - (a) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
  - (b) Ensure only authorized vehicles and personnel gain access through gate 16 and are screened appropriately.
  - (c) Direct visitors and employees in passenger vehicles around the exterior of the complex to the appropriate gate for entry.
  - (d) The security officer at this post shall provide directions to delivery drivers as needed.
  - (e) Issue appropriate temporary access badges and maintain a visitor log to annotate the visitors/commercial operators allowed through Gate 16.
  - (f) Allow large government vehicles whose drivers have valid BPA or other authorized government identification to proceed through the gate without inspection unless specifically directed by OSCO.
  - (g) Inform all visitors firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor or Contractor is carrying a weapon or other prohibited contraband, the officer shall act in accordance with site specific procedures. The security officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident shall immediately be reported to the Security Supervisor, the Contract Manager, and OSCO.
- 8) Ross Security Post 7 (Currently not active)
  - a Description of Post
    - (i) This post is not active under normal circumstances and may be activated and manned for contingency operations, specific threat conditions, or other security needs. This post shall not be occupied unless directed by OSCO. When activated, this shall be a one-person post manned by an armed, uniformed security officer, up to 24 hours per day, 7 days per week. Specific duties and hours for this post will be described at the time it is activated.
- 9) Ross Security Post 8
  - a Description of Post
    - (i) The Ross Complex vehicle patrol, Ross Post 8, is an armed, uniformed, one-person patrol on duty 24 hours per day 7 days a week. The primary responsibility of this post is to provide patrol coverage for the Ross Complex.
    - (ii) The officer assigned to this post shall coordinate patrol coverage with the Ross Post 3 security officer and communicate with other security posts to monitor site security.
  - b Designated Shifts
    - (i) This post shall be manned in three 8-hour shifts as follows:
      - (a) Shift 1: 0000-0800
      - (b) Shift 2: 0800-1600
      - (c) Shift 3: 1600-2400
  - c Post Duties
    - (i) Officers shall perform the following:
      - (a) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.

- (b) Patrol the Ross Complex at random frequencies. This shall include external and internal patrols.
- (c) Conduct perimeter checks, observing for fence line holes, damage, or suspected unauthorized entry.
- (d) Notify Ross Post 9 when conducting perimeter checks and of any damaged location, intruders or other suspicious activity.
- (e) Determine the cause of intrusion alarms or fire alarms, request assistance, and reset intrusion alarms if appropriate. If the equipment is malfunctioning, notify Ross Post 9. Assist as appropriate, but do not abandon other patrol duties. Record the activity electronically or hardcopy in the SOR and when necessary, complete an electronic incident report prior to departing for the day. Priority response shall be given to any evidence of intrusion or unauthorized access to the CSB Limited Area (room 104), NERC CIP areas, or other critical assets.
- (f) Respond to other emergencies as required. Facilitate the entry of emergency vehicles and personnel. This may include controlling traffic and/or escorting emergency vehicles to the site of the emergency.
- (g) Assist in monitoring vehicular traffic entering and departing the Ross Complex.
- (h) Coordinate other patrol activities with Ross Post 3 and the Security Supervisor, to include patrol coverage for BPA's Park Place office complex leased space.
- (i) This post shall provide continuous vehicle patrol of the Ross Complex when possible.
- (j) Enter all incidents in the electronic or hardcopy Security Officer's Report and provide electronic reports as required to the Physical Security Team via email.
- (k) Respond to assist BPA employees or Contractors with vehicle lock-outs, escorts to vehicles, etc.
- (l) Perform other duties related to physical security as directed by the Security Supervisor, Contract Manager, or OSCO.

10) Ross Security Post 9 (Alarm Monitoring Station)

- a This post falls under the U.S. Department of Labor, Wage Determination category of Alarm Monitor.
- b Description of Post
  - (i) This post is located in the Alarm Monitoring Station (AMS) near the west entry to the Dittmer building. This is a one-person post, occupied by an armed, uniformed security officer 24 hours per day, 7 days per week. The security officer shall be equipped with the equipment necessary to perform the required security services.
  - (ii) The primary responsibility of this post is to provide monitoring of security alarm systems not associated with BPA's NERC CIP sites, CCTV systems, and remote security systems at all hours and under all conditions. In addition to these duties, this post shall be familiar with duties related to Ross Post 10, providing backup for Ross Post 10 when necessary. This shall include monitoring designated NERC CIP sites and interacting with personnel regarding access control and security issues relating to those sites.
- c Designated Shifts
  - (i) This post shall be manned in three 8-hour shifts as follows:
  - (ii) Shift One: 0000 – 0800
  - (iii) Shift Two: 0800 – 1600
  - (iv) Shift Three: 1600 – 2400
- d Post Duties

- (i) Officers shall perform the following:
  - (a) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
  - (b) Monitor security alarm systems, physical access control systems (PACS), and CCTV systems for the Ross Complex, to include the Federal Credit Union at the Plant Services Building, the Dittmer Building and Dittmer Control Center (in the absence of Ross Post 10), Headquarters, and other field sites as determined by OSCO. This shall also include the monitoring of security systems and CCTV systems at the Eugene Starr Complex as outlined in established procedures as well as NERC CIP field sites in the absence of Ross Post 10 due to breaks.
  - (c) Use established procedures for responding to emergency situations or alarm activations. When necessary, the AMS officer shall dispatch appropriate patrols and contact the Clark County Regional Communications Agency to report emergency situations at the Ross Complex or Park Place office complex. The Contract Manager and OSCO shall be notified when outside agencies are contacted to respond.
  - (d) Notify local law enforcement, the Contract Manager, and OSCO in the event of suspicious or criminal activities in accordance with Standard Operating Procedures.
  - (e) Follow established procedures in response to alarms or other emergency situations occurring at field sites and notify the appropriate BPA Control Center (Dittmer or Munro).
  - (f) Serve as a command and control/communications function for all posts and patrols. Dispatch patrols/security officers as needed to support daily security operations. Communicate information to patrols regarding any unusual or suspicious activity.
  - (g) Conduct periodic radio checks of all security posts. Communications checks shall be made by radio every hour during daylight hours and every 30 minutes during hours of darkness. During increased threat levels, communications checks shall be conducted every 30 minutes. The frequency of communications checks may be changed by OSCO.
  - (h) Maintain the electronic Security Desk Blotter, listing security-related activity and information for a 24-hour time period. Formatting or content of specific blotter entries may be added or changed by OSCO.
  - (i) Perform other administrative functions such as, but not limited to, maintaining hard copies and electronic copies of Security Checklists, Standard Operating Procedures, Security Alerts, Termination Advisories, Call-Down Lists, Incident Reports, and Duty Officer Schedules. When necessary, disseminate by e-mail Access Revocation Notices via established procedures. Record and maintain CCTV recordings of security-related incidents. Write and submit incident reports when applicable.
  - (j) Act as the primary point of contact for any Dittmer building access for employees and Contractors after Ross Post 1 and Ross Post 4 has closed for the day, including weekends and holidays.
  - (k) Issue and collect keys to authorized personnel as determined by OSCO.
  - (l) Record information pertaining to false and nuisance alarms for security systems in accordance with established procedures. Report problems with alarm system or CCTV system hardware or software in accordance with established procedures.
  - (m) Assist with security system testing of BPA alarmed sites by providing alarm monitoring support and records during and following testing.
  - (n) Notify appropriate personnel during inclement weather in accordance with established procedures. Additional duties may include updating the BPA Emergency Information web site to reflect possible building closures or delayed openings.

- (o) Maintain communications with the BPA nurse at the Ross Complex and Park Place office complex, making notifications to the nurse for emergency medical situations during normal business hours. This may include cell phone or radio communications.
- (p) Maintain familiarity with operating and sending emergency notifications through the designated Emergency Notification System (ENS).
- (q) Answer the Federal Crime Witness Hotline.

11) Ross Security Post 10 (AMS) – NERC Systems

- a This post falls under the U.S. Department of Labor, Wage Determination category of Alarm Monitor.
- b Description of Post
  - (i) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or efficiencies in accordance with established procedures.
  - (ii) This post is located in the Alarm Monitoring Station (AMS) near the west entry to the Dittmer building. This is a one-person post, occupied by an armed, uniformed security officer 16 hours per day, Monday through Friday, excluding holidays. At BPA's discretion, the option to convert this post to 24 hours per day, 7 days per week, may be exercised. The security officer shall be equipped with the equipment necessary to perform the required security services.
  - (iii) The primary responsibility of this post is to provide monitoring of NERC CIP security alarm systems, PACS, and CCTV systems under all conditions. This post serves as the primary point of contact with BPA personnel regarding access control and security of designated NERC CIP field sites and facilities. Additionally, this post will provide backup to the Ross Post 9 AMS officer. This post serves as a primary point of contact for any Dittmer building NERC CIP PSP access issues for employees and Contractors.
- c Designated Shifts
  - (i) As a 16-hour post, this post shall be manned in two 8-hour shifts as follows:
    - (a) Shift One: 0600 – 1400
    - (b) Shift Two: 1400 – 2200
- d Post Duties
  - (i) Officers shall perform the following:
    - (a) Monitor security alarm systems and CCTV systems for all designated NERC CIP sites and facilities, to include the Dittmer building NERC CIP PSP (Dittmer Control Center).
    - (b) Be familiar with all Ross Post 9 duties and provide backup as necessary for monitoring non-NERC CIP sites. This includes the Ross Complex, the Federal Credit Union at the Plant Services Building, Headquarters, and other field sites as determined by OSCO. This shall also include the monitoring of security systems and CCTV systems at the Eugene Starr Complex as outlined in established procedures.
    - (c) Use established SOP's and procedures for responding to emergency situations or alarm activations associated with NERC CIP sites. When necessary, Ross Post 10 shall dispatch appropriate patrols and contact the Clark County Regional Emergency Communications Agency to request response from outside agencies for situations at the Ross Complex. The Contract Manager and OSCO shall be immediately notified when outside agencies are contacted to respond.
    - (d) Following Standard Operating Procedures notify local law enforcement, the Contract Manager, and OSCO in the event of suspicious or criminal activities.
    - (e) Follow established procedures relating to NERC CIP sites and contact the appropriate BPA Control Center (Dittmer or Munro) in response to alarms or other emergency situations occurring at NERC CIP field sites.



- (f) Respond to ProWatch alarms associated with NERC CIP sites and follow established response procedures. Enter all alarm activity associated with NERC CIP sites in the ProWatch Event Log. Entries shall include alarm assessment, cause, and name of subject (if applicable).
- (g) In the absence of Ross Post 9, serve as a command and control/communications function for all posts and patrols. Dispatch patrols/security officers as needed to support daily security operations. Communicate information to patrols regarding any unusual or suspicious activity.
- (h) In the absence of Ross Post 9, conduct periodic radio checks of all security posts. Communications checks shall be made by radio every hour. During increased threat levels, communications checks shall be conducted every 30 minutes. The frequency of communications checks may be changed by the Contract Manager or OSCO.
- (i) Maintain the NERC CIP Security Desk Blotter, listing security-related activity for NERC CIP sites for a 24-hour time period. Formatting or content of specific blotter entries may be added or changed by OSCO. This electronic blotter shall be submitted daily via email to OSCO.
- (j) Perform other administrative functions associated with the monitoring of NERC CIP sites such as, but not limited to, maintaining electronic and/or hard copies of Weekly Alarm Mask Outage Log, NERC Physical Security Perimeter (PSP) Alternate Access Log, Call-Down Lists, NERC Reports, and Duty Officer Schedules. Record and maintain CCTV clips and generate CD-ROMs of NERC CIP security-related incidents. Write and submit electronic incident reports as applicable.
- (k) Act as the primary point of contact for any Dittmer building PSP access issues for employees and Contractors.
- (l) Electronically document false and nuisance alarms for NERC CIP security systems in accordance with established procedures. Electronically report problems with alarm system or CCTV system hardware or software in accordance with established procedures.
- (m) Assist with security system testing as directed.
- (n) Maintain familiarity with operating and sending emergency notifications through the Emergency Notification System (ENS).
- (o) Perform patrols of the Dittmer building, Dittmer Control Center, and Dittmer building exterior when directed by OSCO. When possible, Ross Post 10 may act as the primary response element for security issues associated with the Dittmer building or Dittmer building PSP.

**J) BPA PARK PLACE LEASED OFFICE COMPLEX SECURITY POST 1**

**1) Description of Post**

- a This post shall be a one person post occupied by an armed, uniformed security officer at BPA Park Place office complex leased office space, located at 7500 NE 41st Ave., Vancouver, WA 98662.
- b This post shall be manned 12 hours per day, Monday through Friday, except federal holidays or as otherwise directed by OSCO. This post may be unarmed as allowed under arming Section 13.b "Exceptions" unless circumstances associated with the activation of this post warrants no exception as determined by OSCO.
- c The primary responsibility of this post is to monitor access to the BPA controlled areas, patrol the facility and adjacent public areas.
- d Questions about physical security and access control policy shall be referred to the Ross Physical Security Specialists.

**2) Designated Shifts**

- a This post shall be manned in one 12-hour shift from 0600 – 1800 Monday through Friday, except designated federal holidays.

- b Additional hour requirements or posts may be added at the discretion of OSCO.

3) Post Duties

- a Officers shall perform the following:
  - b Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
  - c Perform interior and exterior patrols of designated buildings throughout the shift. The officer shall conduct patrols of the complex, parking areas, garages, etc. Interior patrols shall include random foot patrols of the various work areas of the buildings occupied by BPA. Officers shall inspect stairwells, work areas, restroom facilities, lobbies and entrances. The officer is expected to verbally interact with employees while performing their rounds, thus giving the employees a sense of active security operations.
  - d Remain alert for unusual, suspicious, or unauthorized activities in, around, and throughout the Park Place office complex area.
  - e Monitor personnel traffic entering, exiting, and inside buildings.
  - f Monitor activities in the main lobbies of buildings maintaining safety and security of BPA work areas.
  - g Respond to emergency situations involving the Park Place office complex. Notify the BPA nurse for medical emergencies during normal business hours. This post shall be familiar with emergency evacuation procedures for the Park Place office complex buildings occupied by BPA personnel.
  - h Verify identities of individuals entering BPA work areas as necessary. When necessary, remind BPA staff members to properly display their ID in accordance with established procedures. Immediately report uncooperative personnel to the Dittmer AMS who will notify the Contract Manager and OSCO via telephone.
  - i Notify BPA Facilities using [web request](#) for Service Requests, [FacilitiesOperationsCallCenter@bpa.gov](mailto:FacilitiesOperationsCallCenter@bpa.gov) email or call 360-418-2070 if problems exist with the doors.
  - j Maintain communications with the AMS (Ross Post 9) for the Ross Complex.

J) EUGENE STARR COMPLEX SECURITY POSTS 1 and 2

1) General Information

- a Two security posts (Celilo Post 1 and Celilo Post 2) are assigned for the Eugene C. Starr Complex, located in The Dalles, Oregon. These posts shall be manned by armed and uniformed security officers/supervisor on a 24/7 basis. An Exception to this shall be for Celilo Post 1, which may be unarmed as allowed in section B) 5) b of this statement of work "Exceptions," but only during day shift hours. The unarmed status of Celilo Post 1 may not exceed 45 calendar days without approval of the COR.
- b A Security Supervisor shall assume duties as Celilo Post 1 from 0800 to 1600 Monday through Friday, except federal holidays in addition to performing supervisory duties. When a need exists to man Celilo Post 1 with an unarmed security officer, the Security Supervisor shall assume duties as Celilo Post 2.
- c All officers assigned to the Eugene Starr Complex shall be trained and capable of operating the various security systems, CCTV systems, and remotely controlled gates prior to assuming post independently.
- d All officers assigned to the Eugene Starr Complex shall possess a valid Access Permit required for entering energized areas as stated in the BPA Rules of Conduct Book (ROC).
- e All officers assigned to the Eugene Starr Complex shall be familiar with designated NERC CIP areas on the complex and access requirements associated with NERC CIP areas.
- f Under the direction of OSCO, the Contractor shall establish Standard Operating Procedures (SOP) specific to the Eugene Starr Complex. These procedures shall facilitate compliance with BPA

- requirements and the operation of the security systems, CCTV systems, alarm response, operation of remotely controlled gates, and other systems as they are implemented. Vehicle inspections shall be conducted in accordance with approved SOPs.
- g Questions about physical security and access control policy shall be deferred to the South Region Physical Security Specialist or other OSCO Physical Security Specialists.
- 2) Post Descriptions
- a Celilo Post 1
- (i) The primary responsibilities of this post are to monitor access to the Eugene Starr Complex via access control systems and CCTV systems, address alarms associated with security systems, and remotely operate gates as needed.
- b Celilo Post 2
- (i) The primary responsibilities of this post are to conduct vehicle patrols, building foot patrols, incident response, vehicle inspections, and visitor access control.
- c Designated Shifts
- (i) Celilo Post 1
- (a) 24 hours per day, seven days per week and posted as follows:
- (b) Shift One: 0800-1600 (Supervisor only on Monday – Friday, excluding BPA observed holidays)
- (c) Shift Two: 1600-0000
- (d) Shift Three: 0000-0800
- (ii) Celilo Post 2
- (a) 24 hours per day, seven days per week and posted as follows:
- (b) Shift One: 0800-1600
- (c) Shift Two: 1600-0000
- (d) Shift Three: 0000-0800
- d Post Duties
- (i) Officers shall perform the following:
- (ii) Celilo Post 1
- (a) Act as the primary post to monitor physical access and security-related activity for the Eugene Starr Complex via security systems and CCTV systems.
- (b) Use established procedures for responding to emergency situations, alarm activations, suspicious activity, or criminal incidents. When necessary, dispatch Celilo Post 2 and contact the Wasco County Emergency Dispatch (911), to request response from outside agencies for situations at the Eugene Starr Complex. Notify the Contract Manager and OSCO when outside agencies are contacted to respond.
- (c) Respond as necessary to assist Celilo Post 2 in performing site-related duties, incident response, or alarm response. Conduct patrols, access control, and assist as necessary for visitor access and vehicle inspections. Contact the AMS (Ross Post 9) prior to leaving this post to assist Celilo Post 2.
- (d) Record information pertaining to false and nuisance alarms for security systems in accordance with established procedures. Report problems with alarm system or CCTV system hardware or software in accordance with established procedures.
- (e) Maintain the Security Desk Blotter, listing security-related activity and information for a 24-hour time period. Formatting or content of specific blotter entries may be added or changed by OSCO.

- (f) Maintain communications with Ross Post 9 (AMS) through procedures established for communications checks.
- (g) Respond to suspicious activity observed or reported. Report suspicious activity to the Dittmer AMS and notify local law enforcement in the event of an emergency.
- (h) Receive, review, and process BPA Visitor Access Request (VAR). Issue site specific temporary badges for visitors or employees who have forgotten their badge.
- (i) Performing as Supervisor:
  - (i) Act as the POC for daily protective force security operations and administration with management staff at the Eugene Starr complex and OSCO.
  - (ii) Ensure compliance with all applicable portions of this statement of work as well as requirements for NERC CIP designated areas.
  - (iii) Be trained and certified to perform all security functions associated with Celilo Post 2. Provide back-up to Celilo Post 2 as needed. Assist, relieve, and train officers as needed.
  - (iv) Perform other administrative functions such as, but not limited to, maintaining hard copies and/or electronic copies of security checklists, training records, standard operating procedures, security alerts, termination advisories, call-down lists, incident reports, and physical security duty officer schedules. When necessary, ensure video clips of security-related incidents that meet evidentiary requirements are recorded and maintained. Ensure incident reports are accomplished, filed for record, and submitted to OSCO in a timely manner.
  - (v) Ensure security officer reports are completed and that desk blotters and security incident reports are reviewed and submitted to OSCO.
- (iii) Celilo Post 2
  - (a) Conduct random patrols throughout the Eugene Starr complex (a minimum of one every three hours and no less than three patrols in an eight-hour shift).
  - (b) Process and screen visitors entering the complex and conduct vehicle inspections in accordance with established BPA requirements and current procedures approved by OSCO.
  - (c) Inform all visitors that firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor, or Contractor is carrying a weapon or other prohibited contraband, the officer shall act in accordance with established procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident shall immediately be reported to Celilo Post 1, the Contract Manager and OSCO.
  - (d) Ensure security incidents are reported to Celilo Post 1, the Contract Manager, and OSCO immediately via telephone followed by an emailed electronic Security Incident Report.
  - (e) Respond to and investigate alarms or other emergency situations on the complex, including emergency building evacuations.
  - (f) Respond to suspicious activity as observed or dispatched, or as reported by employees.
  - (g) Assist Celilo Post 1 as required. Perform functions such as monitoring physical access and security-related activity for the Eugene Starr Complex via security systems and CCTV systems.
  - (h) Report suspicious activity to Celilo Post 1, the Contract Manager and OSCO.
  - (i) Perform other duties, such as Random Anti-terrorism Measures (RAMs) or other security measures initiated by OSCO.

- (j) Ensure Security Officer Reports and the daily Security Desk Blotter are accomplished in accordance with established directives.
  - (iv) Assist, relieve, and train officers as needed.
  - (v) Perform other administrative functions such as, but not limited to, maintaining hard copies and/or electronic copies of Security Checklists, Standard Operating Procedures, Security Alerts, Termination Advisories, Call-Down Lists, Incident Reports, and Duty Officer Schedules. When necessary, record and maintain CCTV clips of security-related incidents that meet evidentiary requirements. Write and submit incident electronic reports when applicable.
  - (vi) When manned during BPA off duty hours, to include weekends and holidays this post shall provide a combination of patrol duties on the Eugene Starr Complex.
- J) SECURITY SERVICE FOR MUNRO COMPLEX
  - 1) BPA's Munro Control Center (MCC) and Munro Alternate Scheduling Center (MSC), co-located in Mead, Washington, is a Tier I critical asset for the agency's ability to maintain electrical reliability and stability for the region
    - a General Information
      - (i) MCC/MSc shall have two (2) security posts (Munro Post 1 and Munro Post 2) and one (1) Security Supervisor (Munro Post 3). These posts shall be manned by armed and uniformed security officers.
      - (ii) Standard security officer procedures shall apply to all Munro Complex security posts. Under the direction of OSCO, the Contractor shall establish OSCO approved procedures specific to MCC/MSc for monitoring security systems, camera systems, responding to alarms, conducting patrol activity, monitoring the ingress and egress of commercial vehicles, visitors and vendors to ensure persons or vehicles travel only to their authorized destinations and exit the complex in a timely manner. Officers shall maintain entry logs and visitor access procedures, as well as radio and telephone communications between the various posts, supervisors, BPA visitor/vendor sponsors, the Contract Manager, and OSCO as needed. Posts directly supporting response to NERC CIP designated areas, or other critical assets, shall be trained and familiar with the location of those areas, access requirements, and procedures for entry. All posts and patrols assigned to the Munro Complex shall be knowledgeable of building evacuation, shelter-in-place procedures, and other contingency procedures.
      - (iii) Questions about physical security and access control policy shall be deferred to the East Region Physical Security Specialist or other OSCO Physical Security Specialists.
    - b Munro Post 1, Munro Alarm Monitoring Station (AMS)
      - (i) This post falls under the U.S. Department of Labor, Wage Determination category of Alarm Monitor.
      - (ii) Description of Post
        - (a) This post is located inside the Munro Scheduling Center facility, alternate Alarm Monitoring Station (AMS). This shall be a one-person post, manned 24 hours per day, 7 days per week.
        - (b) This post is located inside the Munro Scheduling Center facility, alternate Alarm Monitoring Station (AMS). This shall be a one-person post, manned 24 hours per day, 7 days per week. The security officer shall be equipped and trained as necessary to perform the required security services.
        - (c) The primary responsibility of this post shall be to provide monitoring of security alarm systems associated with the Munro facility and BPA's NERC CIP facilities, to include associated CCTV systems and remote security systems at all hours and under all conditions (similar to Ross Post 9 and 10). This post shall be familiar with duties related to Ross Posts 9 and 10, providing backup for these posts when necessary. This post shall interact with local



site and field personnel regarding access control and security issues following established procedures approved by OSCO relating to MCC/MSD as well as monitored field sites.

(iii) Designated Shifts

(a) This post shall be manned in three 8-hour shifts as follows:

- (i) Shift One: 0000 – 0800
- (ii) Shift Two: 0800 – 1600
- (iii) Shift Three: 1600 – 0000

(iv) Post Duties

- (a) Officers shall perform the following:
- (b) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
- (c) Monitor security alarm systems and CCTV systems for all designated sites and facilities, in addition to the MCC/MSD. Assess and document alarm activity according to established SOP's.
- (d) Maintain familiarity with all Ross Post 9 and Ross Post 10 duties. Provide backup as necessary for monitoring facilities and sites falling under the responsibility of Ross Post 9 and Ross Post 10.
- (e) Use established SOP's and procedures for responding to emergency situations or alarm activations, to include those alarms associated with NERC CIP facilities. Dispatch appropriate patrols and contact the local regional emergency communications agency (911) to request response from outside agencies for situations at the MSD/MCC complex. The Security Supervisor, Contract Manager and OSCO shall be notified when outside agencies are contacted to respond.
- (f) Notify local law enforcement, Security Supervisor, the Contract Manager, and OSCO in the event of suspicious or criminal activities in accordance with Standard Operating Procedures.
- (g) Follow established procedures relating to NERC CIP sites and contact the appropriate BPA Control Center (Dittmer or Munro) in response to alarms or other emergency situations occurring at field sites.
- (h) Respond to and electronically document alarms associated with NERC CIP sites and follow established response procedures. Documentation shall include alarm assessment, cause, and name of subject (if applicable) and security status of site.
- (i) Communicate with Munro Post 2 and Post 3 as needed to support daily security operations for MSD/MSD. Communicate information to Munro Post 2 and Post 3 regarding any unusual or suspicious activity.
- (j) Conduct periodic communication checks with Munro Post 2 and Post 3. Communications checks shall be conducted every hour. During increased threat levels, communications checks shall be conducted every 30 minutes. The frequency of communications checks may be changed by OSCO.
- (k) Conduct communication checks with the Ross AMS. Communication checks shall be conducted hourly during non-duty hours to include weekends and holidays.
- (l) Maintain the Security Desk Blotter, listing security-related activity to include NERC CIP sites. Formatting or content of specific blotter entries may be added or changed by OSCO. This blotter shall be electronically submitted daily to OSCO.
- (m) Perform other administrative functions associated with the monitoring of NERC CIP sites such as, but not limited to, maintaining electronic and hard copies of Weekly Alarm Mask

Outage Log, NERC Physical Security Perimeter (PSP) Alternate Access Log, Call-Down Lists, NERC Reports, and Duty Officer Schedules. Record and maintain CCTV clips and generate video clips of NERC CIP security-related incidents. Write and submit incident reports as applicable.

- (n) Electronically record information pertaining to false and nuisance alarms for NERC CIP and non-NERC CIP security systems in accordance with established procedures. Report problems with alarm system or CCTV system hardware or software in accordance with established procedures.
  - (o) Assist with security system testing of BPA HQ, Ross Complex and Vancouver Mall locations, also support OSCO Physical Security Specialists during alarm system testing.
  - (p) Maintain familiarity with operating and sending emergency notifications through the Emergency Notification System (ENS).
  - (q) Perform a combination of alarm monitoring duties and Emergency Notification System duties associated with Continuity of Operations activities.
  - (r) When performing Continuity of Operations duties, Munro Post 1 shall coordinate with the Ross AMS when leaving post to ensure continuous field site alarm system monitoring.
- c Munro Post 2, Munro Main Gate and Patrol
- (i) Description of Post
    - (a) This shall be a one-person post manned 24-hours per day, 7 days per week. The security officer shall be equipped and trained as necessary to perform the required security services.
    - (b) This post shall be located at the Munro Main Gate when the Munro Security Supervisor (Munro Post 3) is on duty.
    - (c) This post shall conduct patrol activity during hours when the Munro Security Supervisor (Munro Post 3) is not on duty, or as otherwise directed.
    - (d) This post shall be trained to provide support to Munro Post 1 for break relief, including monitoring surveillance and alarm systems for NERC CIP and non-NERC CIP sites.
  - (ii) Designated Shifts
    - (a) This post shall be manned in 12-hour shifts as follows:
      - (i) Shift One: 0600 – 1800
      - (ii) Shift Two: 1800 - 0600
  - (iii) Post Duties
    - (a) Officers shall perform the following:
    - (b) Perform duties in accordance with this SOW as applicable to location.
    - (c) Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies to Contract Manager, OSCO and send notification to BPA Service Tracking in accordance with established procedures.
    - (d) While manning the Munro Main Gate, ensure only authorized personnel gain access to the MCC/MSD complex. Process and screen visitors entering the complex and conduct vehicle inspections in accordance with established BPA requirements and current procedures approved by OSCO.
    - (e) While conducting patrol, remain highly visible in the areas around MCC, MSD, the Bell Maintenance Headquarters and Bell Substation facilities by conducting both vehicle and patrols. Patrol activity shall extend to all BPA fee-owned property associated with Bell Maintenance Headquarters, Bell Substation, and MCC/MSD.

- (f) Respond to and investigate alarms on the complex.
  - (g) Respond to suspicious activity as observed or dispatched, or as reported by employees.
  - (h) Assist Munro Post 1 as required.
  - (i) Report suspicious activity to Munro Post 1, Munro Post 3, the Contract Manager and OSCO.
  - (j) Inform all visitors that firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If a visitor, or Contractor is carrying a weapon or other prohibited contraband, the officer shall act in accordance with established procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident shall immediately be reported to Munro Post 1, Munro Post 3, and OSCO.
  - (k) Perform other duties, such as Random Anti-terrorism Measures (RAMs) or other security measures initiated by OSCO.
- d Munro Post 3, Supervisor
- (i) Description of Post
    - (a) This post shall be manned 12 hours per day, Monday – Friday with the exception of designated federal holidays.
    - (b) Refer to SOW Sections B) 10) and B) 11).
  - (ii) Designated Shifts
    - (a) One (1) 12-hour shift per day, Monday – Friday with the exception of designated federal holidays.
    - (b) Shift time: 0600 – 1800
  - (iii) Post Duties
    - (a) Serve as a patrol function for the areas around MCC, MSC, the Bell Maintenance Headquarters and Bell Substation facilities by conducting both vehicle and patrols in addition to performing supervisory duties.
    - (b) Respond to and investigate alarms activations.
    - (c) Respond to suspicious activity as observed or dispatched, or as reported by employees.
    - (d) Assist Munro Post 1 as required.
    - (e) Ensure suspicious activity is reported to the Contract Manager and OSCO.
    - (f) Serve as the POC for daily protective force security operations and administration with management staff at the Munro complex and OSCO.
    - (g) Ensure compliance with all applicable portions of this statement of work as well as requirements for NERC CIP designated areas.
    - (h) Trained and certified to perform all security functions associated with Munro Post 1 and Munro Post 2. Provide back-up to Munro Post 1 or Post 2 as needed. Assist, relieve, and train officers as needed.
    - (i) Perform other administrative functions such as, but not limited to, maintaining hard copies and/or electronic copies of security checklists, training records, standard operating procedures, security alerts, termination advisories, call-down lists, incident reports, and physical security duty officer schedules. When necessary, ensure video clips of security-related incidents that meet evidentiary requirements are recorded and maintained. Ensure incident reports are accomplished, filed for record, and submitted to OSCO in a timely manner.

- (j) Ensure security officer reports are completed and that desk blotters and security incident reports are reviewed and submitted to OSCO.

(iv) Vehicle Barriers and Security Procedures

- (a) During normal duty hours, 0600 – 1800 on weekdays, the outer facility vehicle gate shall remain open, unless otherwise directed by OSCO, or if emergency conditions arise warranting securing the outer gate. In such cases, Munro Post 1, and OSCO shall be advised immediately.
- (b) The outer vehicle gate shall remain closed, requiring personnel to badge in for access during non-business hours including holidays.
- (c) The inner vehicle gate shall remain closed at all times, requiring personnel with authorized access to badge at a card reader to operate the gate.
- (d) Munro Post 2 shall issue access cards to visitors allowing operation of the gate after screening and access to the General Office Building.
- (e) The inner automated vehicle gate for the MCC area shall remain closed at all times.
- (f) Visitors requiring access to the MCC shall be processed according to established procedures at the main gate before proceeding to the MCC gate and meeting their BPA host at the MCC Main Entry.

J) SECURITY OFFICER DEPLOYMENT

- 1) Additional Security Services requested by BPA will be paid at the Armed Security Officer rate unless pre-approved by an OSCO representative. BPA will reimburse Contractor for deployed Armed Security Supervisors who fill an Additional Services deployment post at the Armed Security Officer rate during the deployment unless OSCO representatives make the determination that supervisory duties will be appropriate during the deployment.
- 2) Armed Security officers may be deployed to non-energized sites or may remain outside of energized facilities providing security in the event of increased threats, criminal activity or if substantial BPA assets require protection. Officers remaining outside of energized access areas during deployment are not required to hold BPA Access Permits.
- 3) Security officers may be requested to deploy within energized access areas to provide security in the event of increased threats, criminal activity or if substantial BPA assets require protection.
- 4) Security officers deployed within energized facilities are required to hold valid Contractor's Access Permits, or other necessary permits, for energized facility access. To obtain this permit, each officer to be deployed to an energized facility **and** maintaining a Access Permit must meet all Substation Operations Group requirements for safety and training.
- 5) All security officers shall be familiar with safety information outlined in this section. In addition, officers must perform requirements contained in the deployed security officer post orders outlined below.
- 6) Emergency and Non-Emergency Deployment
  - a The Contractor may be asked to deploy security officers in situations arising from either 1) a credible and serious threat to a BPA facility, personnel, or resources, in the event OSCO determines a high likelihood of criminal activity could occur at a BPA site, or 2) when other activity such as an earthquake or other natural disaster potentially jeopardizes the BPA mission of providing electrical power. As directed by the CO, travel costs due to deployment outside of local areas where officers are assigned will be reimbursable in accordance with the Federal Travel Regulation (FTR). Travel cost estimates must be submitted in writing electronically and approved by the COR or other OSCO Physical Security (Federal employee) representative in advance of actual travel.
  - b Notification
    - (i) The Contractor will be notified in writing, e-mail, or phone of a pending security deployment. Deployment requests will be made verbally if a deployment is needed immediately. Notifications

are authorized from the CO, COR, Chief Security Officer or Physical Security Representatives (Federal) within OSCO.

c Training

- (i) Security officers must complete BPA provided energized facility safety training prior to posting within an energized environment. The Contractor shall maintain an up to date list of security officers who hold current Contractor Access Permits. The Contractor shall provide a copy of this list to the COR upon request.
- (ii) Security officers must complete any training required to maintain certification for the Contractor Access Permit and access to energized environments. Training shall be documented in electronic or hardcopy format by the Contractor and made available for to the COR upon request.

d Equipment

- (i) Contractor furnished equipment:
  - (a) All normal duty gear including rain gear, and cold weather gear as needed.
  - (b) Vehicle meeting the needs of the terrain and situation.
  - (c) Cellular Telephone.
  - (d) Portable Arming Barrel, or equivalent, safe procedure if arming/disarming is to occur on site.
  - (e) Water as needed.
  - (f) Other items deemed necessary by the Contractor or COR.

e Post Duties

- (i) Officers deployed shall be armed. The Contractor shall comply with the post duties as provided by OSCO as coordinated with deployed site responsible official. Deviations from post duties require email or verbal approval in advance from an OSCO representative.
- (ii) Upon arrival at an energized facility, the officer must follow BPA training for accessing an energized site.
- (iii) Upon arrival to a field site, security officers must meet with the BPA Site Supervisor. If this is not possible, the officer must follow the direction of OSCO through the on-duty Security Supervisor.
- (iv) If an intruder is discovered on site, security officers must attempt to control the situation in the safest manner possible. Security officers shall not pursue a suspect into an energized facility. If the intruder gains access to the energized yard and is non-compliant, security officers shall immediately notify the responsible AMS who will contact law enforcement for assistance and notify the appropriate Control Center. If an intrusion into an energized area is suspected, security officers shall notify the responsible AMS who will contact law enforcement for assistance and notify the appropriate Control Center. Security officers shall take a position of cover allowing for observation of the facility and await the arrival of law enforcement.
- (v) Security Officer Reports (SOR's hardcopy or electronic) must be maintained noting the date and time of various patrol duties such as perimeter, building, or surrounding area checks. Security officers must maintain record of the time and reason for the departure from posts. Security officers must coordinate post departures with the responsible AMS.
- (vi) At the end of shift, prior to departure, security officers must notify the appropriate AMS, and note the time of departure. Deployed security officers must maintain communication capability with the Responsible AMS unless circumstances, such as the remote location of the facility, prevent communications from the site.

f Discharge of Firearms

- (i) Officers shall avoid discharging a firearm in, around or near an energized facility unless no other alternative exists.



- (ii) Officers shall not discharge liquid (Aerosol Self Defense spray) within the energized environment due to possible electrocution hazard.

#### J) PERFORMANCE ASSURANCE

- 1) The Contractor shall establish a performance assurance or quality assurance program ensuring personnel performing duties have the appropriate knowledge, skills, and abilities to perform the following:
  - a Work in both corporate and industrial security functions
  - b Personnel are screened to meet the highest level of integrity to perform security-related duties
  - c Personnel are able to meet extensive background checks and security clearance standards
  - d Personnel meet appropriate physical capability/readiness levels associated with security-related duties
  - e Personnel retention is addressed to maintain continuity of personnel and a low employee turnover rate.
  - f This performance assurance, or quality assurance, program may be a pre-existing program employed by the Contractor. The program must meet any additional specific requirements outlined within this statement of work.
  - g The Contract Manager shall ensure all BPA-specific elements of the Performance Assurance Program outlined below are met.
- 2) Training Elements
  - a Job Task Analysis (JTA)
    - (i) A JTA shall be developed for all security posts within 90 calendar days of the award of the contract following the Oregon Department of Public Safety Standards and Training: "The Job Task Analysis (JTA) Process. <http://www.oregon.gov/dpsst/at/docs/thetaprocess.pdf>
    - (ii) JTA's shall be reviewed and updated a minimum of annually. Reviews shall be documented by the Contractor and documentation provided to the COR.
    - (iii) The JTA shall provide the basis for contractor provided individual security post training as well as security post certifications.
- 3) Security Post Certifications
  - a The Contractor shall develop, review and or adapt methodology, requirements, documentation methods, and testing material to conduct initial security post certifications as well as annual (recurring) security post certification training specific to the BPA Security Services Contract implemented within 90 calendar days of the award of the contract.
  - b At a minimum, initial security post certifications shall include task knowledge/task performance certification based on the applicable security post JTA
  - c Annual security post certifications shall include at a minimum written knowledge testing of specific post procedures for all security officers posted. Similar posts may use the same as well as written testing. This shall apply for new hires and existing security officers newly assigned to a security post.
  - d Security post certification methodology shall be hierarchical and must be approved in advance by the COR.
- 4) Self-Assessments
  - a The Contractor shall conduct annual self-assessments relating to security posts, post duties, and security training, security firearms training, and firearms safety.
  - b Self-assessments must identify findings, if applicable, and corrective actions.

- c The Contractor shall track and follow-up on corrective actions in an effort to close identified findings.
- d The Contractor shall notify the COR upon the initiation of a self-assessment and shall provide to the COR the written self-assessment report in an electronic format within 20 business days of assessment completion.

5) Performance Testing

- a The Contractor shall develop methodology as part of their internal Quality Control Program to implement, document, and maintain performance testing (e.g. alarm response performance tests and limited scope performance tests) for the security force carried out by Contractor assigned personnel: Contract Manager, Contract Quality Control personnel or designated security supervisors.
- b Performance testing methodology shall include an applicable safety plan which shall be approved in advance by the COR before implementation.
- c Performance testing methodology shall be finalized for approval within 120 calendar days following award of the contract.
- d Once finalized and implemented, written records of performance testing shall be forwarded to the COR.
- e Limited Scope Performance testing shall be performed a minimum of twice a month and documented. Documentation shall include evaluation criteria/objectives, results, and corrective actions needed, if applicable.

J) PERFORMANCE EVALUATIONS

- 1) The CO and COR shall meet with Contractor senior personnel assigned to support the contract in-person or via phone not less than annually to discuss results of BPA quality control findings and overall performance.
- 2) The Contractor shall provide a plan for corrective actions within 5 calendar days following notification from the CO or COR of corrective action, poor performance or failure to perform. The Contractor must provide information on actions to be taken and expected completion date and notification when corrective actions are completed.

**APPENDIX 1 – SUBCONTRACTING PLAN**

The approved full text subcontracting plan is located in the official file. This page is intentionally left blank.

## **APPENDIX 2 – COLLECTIVE BARGAINING AGREEMENT**

The full text collective bargaining agreement, signed 8/19/2019, is located in the official file. This page is intentionally left blank.

U.S. DEPARTMENT OF ENERGY  
BONNEVILLE POWER ADMINISTRATION  
**AMENDMENT OF SOLICITATION/MODIFICATION OF  
CONTRACT/ORDER**

OMB

**PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT**

This data is used to amend a solicitation or modify a contract or order. This form will assist in ensuring all changes are applied appropriately. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB) US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

1. Solicitation/Contract/Order Number: BPA- ... - ... - 80004	2. Amendment/Modification Number: ... - 006	
3. Effective Date: 9/25/2020	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Cody L. Rodriguez 503-230-4262, clrodriguez@bpa.gov

**AMENDMENTS OF SOLICITATIONS**

6. The above numbered solicitation is amended as set forth in Item 12. The hour and date specified for receipt of Offers.  
☐ is extended to ☐ is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation. If a signature is requested in Item 11, acknowledge this amendment by completing Items 13 and 14 and returning the amendment with your proposal. Failure of your acknowledgment to be received at the place designated for the receipt of proposal prior to the hour and date specified may result in rejection of your proposal. If by virtue of this amendment you desire to change a proposal already submitted, such a change must be received prior to the due date and hour specified in the solicitation.

**MODIFICATIONS OF CONTRACTS/ORDERS (Modifies the contract/order as described in item 12.)**

CHECK ONE	7. This unilateral modification is issued pursuant to: (specify authority below). The changes set forth in item 12 are made in the Contract/Order in Item 1.
<input type="checkbox"/>	8. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, spelling correction, etc.) set forth in item 12 pursuant to the authority of BPI Part 14.10.3(b)(1).
<input checked="" type="checkbox"/>	9. Bilateral/Other (specify authority): BPI Clause 7-40 Option to Extend the Term of the Contract

10. Accounting and Appropriation Data (used for COOP event only):

**IMPORTANT** 11. Contractor ☐ is not, ☐ is required to sign this document and return via email to the Contract Specialist.

12. Description of Amendment/Modification (Attach additional documentation if needed and state SEE CONTINUATION SHEET.)

See continuation sheet

Except as provided herein, all terms and conditions of the document referenced in Item 1 or 2 remain unchanged.

13. Company Name:

Inter-Con Security Systems, Inc.

14a. Name, Phone and Title of Signer: Neil Martau, (626) 535-2234, Chief Administrative Officer	15a. Name of Contracting Officer: Cody L. Rodriguez		
14b. Contractor/Officer  By: <b>Neil Martau</b> <small>Digitally signed by Neil Martau Date: 2020.09.28 16:41:37 -07'00'</small>	14c. Date Signed:  09/25/2020	15b. Signature of Contracting Officer  By: <b>(b)(6)</b> <small>Digitally signed by Cody L. Rodriguez Date: 2020.09.25 12:44:38 -07'00'</small>	15c. Date Signed:  09/25/2020
(Signature of person authorized to sign)		(Signature of Contracting Officer)	



## CONTINUATION SHEET

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The purpose of this modification is to exercise Option Period 2 of the contract. The option is exercised bilaterally in accordance with BPI Clause 7-40 Option to Extend the Term of the Contract. This modification makes the following changes:

A. The period of performance is changed from 09/01/2018 - 09/30/2020 to 09/01/2018 - 09/30/2021

B. The contract price is increased by

(b) (4)