



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

**FUNDING OPPORTUNITY ANNOUNCEMENT NO. 2077
INNOVATIVE BEHAVIOR BASED ENERGY EFFICIENCY PILOT PROGRAMS**

Issue Date:	September 26, 2011
Teleconference Registration	October 12, 2011
Pre-Application Teleconference	October 19, 2011
Letter of Intent Due Date:	October 26, 2011
Application Due Date:	November 7, 2011

BPA invites you to submit an application for Innovative Behavior Based Energy Efficiency Pilot Programs under this announcement. Applications shall be submitted electronically to Krista McCracken, Financial Assistance Officer, at klmccracken@bpa.gov.

Applicants are reminded that Bonneville's financial assistance award decisions and administration are not governed by the same rules and regulations of other federal agencies. Bonneville assistance is subject to the policies and procedures outlined in the Bonneville Financial Assistance Instructions (BFAI) which is prescribed by the Head of the Contracting Activity (HCA). The BFAI may be downloaded from BPA website link <http://www.bpa.gov/corporate/business/bfai/>.

If you have any questions, please contact me at 503-230-5383 or email klmccracken@bpa.gov. Contacting BPA program officials for information related to this announcement is prohibited.

Regards,

A handwritten signature in cursive script, appearing to read "Krista McCracken".

Krista McCracken
Financial Assistance Officer



**FINANCIAL ASSISTANCE
FUNDING OPPORTUNITY ANNOUNCEMENT**

**BONNEVILLE POWER ADMINISTRATION
INNOVATIVE BEHAVIOR BASED ENERGY EFFICIENCY
PILOT PROGRAMS
FUNDING OPPORTUNITY NUMBER 2077**

ISSUE DATE: SEPTEMBER 26, 2011
TELECONFERENCE REGISTRATION: OCTOBER 12, 2011
PRE-APPLICATION TELECONFERENCE: OCTOBER 19, 2011
LETTER OF INTENT DUE DATE: OCTOBER 26, 2011
APPLICATION DUE DATE: NOVEMBER 7, 2011

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PART I – FUNDING OPPORTUNITY DESCRIPTION

A. BACKGROUND

The Bonneville Power Administration (BPA) is seeking applications from BPA customer utilities for innovative behavior based energy efficiency (BBEE) pilot programs. BBEE programs are growing in prominence around the country. Utilities, both nationally and regionally, are initiating BBEE programs as a means of achieving energy savings beyond what can be obtained through more traditional utility energy efficiency program efforts focused on encouraging adoption of energy efficient technology. A recent BPA review of current residential BBEE programs concluded that energy savings from these programs can be significant, and are fundamentally different from, yet complement, energy savings from technology. The BPA review noted that there is a substantial body of knowledge and experience associated with behavior change that is rooted in the social sciences, with transfer now taking place to utilities and others with an energy efficiency focus.

The promise associated with BBEE programs is tempered by the challenges these programs pose. BBEE programs are in their infancy. The information, program design features and motivational tactics that work best in getting energy consumers to be more efficient in their use of energy is largely unknown. What works for different types of customers requires experimentation. Evaluation of energy savings for BBEE programs relies on methods new to utility energy efficiency efforts, and the persistence of the energy savings is uncertain. Yet for all these challenges, the promise is too significant to ignore. A conservative estimate of potential energy savings in the Northwest public utility residential sector ranges from 50-75 average megawatts, and is likely higher. Comparable savings are possible in other sectors of energy use. BPA's goal is to enable, validate and increase the amount and persistence of energy savings achieved through BBEE programs in the Northwest. Issuing this Funding Opportunity Announcement (FOA) to encourage and support innovative BBEE pilot programs is an important step forward towards this aim.

B. GOALS AND OBJECTIVES

BPA's overall goal is to enable, validate and increase the amount and persistence of energy savings achieved through BBEE programs in the Northwest. The specific objective associated with issuing this announcement is to collaborate with interested BPA public utility customers and their market partners to implement and evaluate innovative BBEE pilot programs. These innovative BBEE pilot programs will allow the region to advance its collective knowledge, experience and understanding of BBEE program strategies and tactics for further engaging energy consumers to achieve greater levels of behavior based energy savings.

C. PROJECT TYPES

BBEE programs focus on energy savings resulting from changes in individual or organizational behavior and decision-making. A basic foundation for behavior change is providing energy consumers with feedback on their energy consumption. Providing energy consumers with feedback on their usage is not particularly innovative on its own. However, using feedback as a basic foundation, the innovation comes from employing strategies and tactics for further customer engagement, motivating customers to change behaviors and achieve greater levels of energy savings than would be achieved through feedback alone.

In the residential sector, customer feedback on energy use can be provided via paper reports, in-home displays, or on-line; and can be independent of, or leverage, utility advanced metering infrastructure (AMI) investments. Utilities, both nationally and regionally, have been operating customer feedback programs, including use of normative or comparative information, for several years now, with documented energy savings of 2-3% common across program participants. Using customer feedback as a foundation, there is much to be learned about innovative customer engagement strategies and tactics. Some examples include:

- *Marketing and Communications:* Use of traditional marketing channels and newer social media options such as Facebook, Twitter, You Tube, and devices, e.g., computers and mobile phone apps, to communicate messages and encourage customer dialogue may stimulate customers to be more efficient.

- *Tips and Assistance:* Customers may not know what behavior changes make the most sense and are likely to have the biggest impact on their energy consumption. Educating customers on the most effective actions to take, and assisting them in taking those actions, may help them move forward.
- *Goal Setting:* Once a customer or a community commits to an energy reduction goal, they may be more likely to change energy use related behaviors.
- *Rewards and Recognition:* Monetary rewards or prizes may be highly motivating in stimulating behavior change, as may recognizing those customers (or communities) that have been successful. Rewards can be fixed or random, with random rewards adding an entertainment component to the program that customers may find appealing.

In the commercial sector, customer feedback on energy use often begins with benchmarking building energy consumption using Energy Star Portfolio Manager or similar tools. Using building benchmarking results, or related building energy use index (EUI) metrics as a foundation, there are innovative customer engagement strategies and tactics that can be employed to motivate behavior change. Some examples include:

- *Tracking and Analysis:* Tracking energy consumption allows building managers and operators to monitor ongoing building performance, and may help identify energy efficiency opportunities. Software applications are now available that track and analyze key building performance indicators.
- *Tune-Ups and Enhanced O&M:* Tuning up commercial building systems and equipment, and improving building operating and maintenance (O&M) routines, may yield significant energy savings. This can apply to small buildings with packaged rooftop HVAC equipment or larger buildings with more centralized equipment and controls.
- *Occupant/Tenant Outreach:* There is a growing recognition that occupant/tenant behavior has a big impact on building energy consumption. Engaging building occupants on best practices, from managing plug loads to use of natural lighting or programmable thermostat controls, may prove effective.
- *Strategic Energy Management:* Strategic energy management (SEM) addresses a wide range of energy related business practices, from building operating performance to energy related purchasing practices and financial decision-making. Executive level commitment and organization-wide energy reduction goals set the stage for changes in organizational behaviors.
- *Rewards and Recognition:* As in the residential sector, monetary rewards and recognition may be highly motivating. Rewards for businesses are likely to be monetary, such as a financial incentive per kWh saved. Recognition can focus on the local business community and highlight specific company achievements.

While BPA is researching BBEE opportunities, it has not pre-determined innovative BBEE pilot programs, and welcomes utility suggestions. The examples characterized above are not meant to be a comprehensive list of potentially innovative BBEE program strategies and tactics, and are simply meant to provide some examples of what is possible based on observed market activity. Applicants may draw from these models, other models, and/or a combination thereof.

D. DEFINITIONS

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

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

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

"Behavior Based Energy Efficiency" (BBEE) means programs that focus on energy savings resulting from changes in individual or organizational behavior and decision-making.

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

"BFAI" means Bonneville Financial Assistance Instructions.

"BPI" means the Bonneville Purchasing Instructions.

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

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

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

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

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

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

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

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

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

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

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

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

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

“Grantee.” See Recipient.

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

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

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

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

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

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

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

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

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

PART II – AWARD INFORMATION

A. TYPE OF AWARD INSTRUMENT

BPA anticipates awarding cooperative agreements under this announcement, but reserves the right to fund projects as grants if determined by BPA to be more appropriate. Cooperative agreements permit substantial involvement between BPA and the selected applicants in the performance of the work supported.

Although BPA will negotiate precise terms and conditions relating to substantial involvement as part of the award process, the anticipated substantial BPA involvement for this project may include:

- Collaboration in refinement of the pilot program evaluation plan. The evaluation approach and methods must directly address what is to be learned from the pilot program design features and motivational tactics to be tested. Evaluation of energy savings for BBEE programs may require methods new to utility energy efficiency efforts;
- Requiring the recipient to meet or adhere to specific procedural requirements before subsequent stages of a project may continue. Pilot program implementation must allow for any needed real-time adjustments to maximize the pilot program learning experience;
- Working jointly with the recipient in carrying out the scope of work or by training recipient personnel; and,
- Limiting recipient discretion with respect to scope of work or key personnel.

B. ESTIMATED FUNDING

BPA has up to \$900,000 available for awards over Fiscal Years 2012, 2013 and 2014. BPA's fiscal years begin October 1 and end September 30. Approximately \$300,000 is available for all new awards under this announcement during FY12.

C. ANTICIPATED NUMBER OF AWARDS AND AWARD SIZE

BPA anticipates between two and four awards resulting from this announcement with award size ranging from \$50,000 to \$200,000 per year.

D. PERIOD OF PERFORMANCE

Applicants may propose pilot programs that operate from one to three years. Multi-year funding commitments by BPA will be contingent upon continued availability of funds and on recipient performance, e.g., successfully completing prior year tasks and deliverables according to mutually agreed upon timelines. Any identified dependencies or go/no go decision points may impact multi-year BPA funding commitments. It is anticipated that multi-year awards will be funded incrementally. At BPA's sole discretion, applicants may be required to apply for continuation of the grant.

PART III – ELIGIBLE APPLICATIONS

A. ELIGIBLE APPLICANTS

BPA public utility customers are eligible to apply under this announcement. Applicants with multiple projects must submit a separate application for each. Given that the purpose of this announcement is to promote innovative BBEE pilot programs that advance the region's collective knowledge, experience and understanding of effective BBEE program strategies and tactics, teaming arrangements are welcome and encouraged. For teaming arrangements, the primary applicant should include letters of commitment from any co-applicants, e.g., other BPA public utility customers, market partners, or universities that will be subrecipients of the award. Please note that subrecipients are distinguished from vendors providing goods or services the prime applicant needs to carry out the project. While co-applicants may be important to successfully carrying out the project, only a BPA public utility customer is eligible to apply as the prime applicant.

Applicants will be excluded from further consideration if found to be debarred, suspended, proposed for debarment, excluded or disqualified under the nonprocurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits. This exclusion applies to all tiers, e.g., subrecipients and vendors.

B. COST SHARING

Cost share is not a mandatory requirement for this announcement; however, projects that leverage additional resources will be considered favorably. Cost share may be cash or in-kind. The type and amount of any proposed cost share must be clearly identified. Cost share commitments by parties other than the recipient shall be verified by BPA prior to award. Examples of acceptable verification include letters of commitment signed by a party authorized to obligate the co-funder and copies of official funding agreements.

PART IV – APPLICATIONS AND SUBMISSION INFORMATION

A. SUBMISSION REQUIREMENTS

The Letter of Intent and Application must be submitted electronically to the contact identified in Part VI of the announcement.

B. LETTER OF INTENT

Applicants must submit a Letter of Intent to apply under this announcement no later than October 26, 2011. There is no prescribed format for this requirement.

C. CONTENT AND FORM

The written application should address the following elements and be no more than 20 pages in length, excluding resumes, letters of commitment, and Part C – Budget. Applicants should submit a separate document for each of the following parts in Word, Adobe Portable Document Format, or Excel as appropriate. However, please be advised that if selected, applicant must provide Part A – Project Description, in Word format, as BPA intends to incorporate the Project Description into the resulting award document. Part C – Budget, should also be submitted in either Word or Excel format for the same purpose.

1. Part A – Project Description

Provide a Cover Page for this Part and submit as a separate document. The Cover Page should include the Project Title. Provide a general overview of the proposed project and its scale. The Project Description should include each of the following sections:

- a. Goals and objectives. Include a statement of project need, i.e., specific questions to be answered or issues to be addressed by the proposed pilot program.
- b. Background.
- c. Location of project. Where the work will be performed.
- d. Recipient-Furnished Property.
- e. Project Description Summary
- f. Tasks. Applications should identify the specific steps or activities to be accomplished under the proposed project and be described in sufficient detail. If applicable, tasks should be identified by project phase, and any dependencies or go/no-go decision points should be identified.

- g. **Project Timeline.** Applications should include a high-level timeline from start-to-finish.
- h. **Deliverables.** Identify proposed deliverables and due dates. At a minimum, all projects must include a final report as a deliverable. Due dates should be expressed in terms of the number of days after award, e.g., 60 days after award. Deliverables shall include the following elements:
 - i. A detailed pilot program design, including all elements needed to successfully market, deliver and manage the effort.
 - ii. An evaluation plan, identifying the data and information to be collected and the methods and analysis that will be employed.
 - iii. An operational plan, including monitoring strategies that allow for any real-time adjustments to maximize the pilot program learning experience.
 - iv. Operational reporting, including the status of pilot program monitoring activity, and the impact of any dependencies or go/no-go decision points.
 - v. Evaluation findings, including energy savings.

2. Part B – Project Considerations

Provide a Cover Page for this Part and submit as a separate document. The Cover Page should include the Project Title.

- a. Need for BPA Support. An explanation of how BPA funds will increase the success of the project or allow the project to happen. Note: BPA funding may not supplant other available funding.
- b. Readiness. Identify any previous investments made that could help enable the proposed pilot program. Examples include advanced metering infrastructure (AMI), customer energy use feedback mechanisms, or any current BBEE customer engagement strategies and tactics. Please also address what, if any, other conditions must be addressed to implement the project. This could include, but is not limited to, acquiring labor or vendor services.
- c. Challenges. Identify the primary expected challenges and risks in the proposed project and how the applicant plans to address those challenges and mitigate those risks.
- d. Potential Benefits to the Region. Identify how you expect to use the pilot program experience and results to advance your future BBEE program activities and how learnings may benefit region.
- e. Key Personnel. Provide the names, background and roles of key personnel (including key personnel of co-applicants) involved in executing this project, and note relevant experience these individuals bring to the proposed project. Please identify if vendors will be used/have been selected, and if a specific vendor is anticipated to be used, explain the nature of the services. If vendors have not been selected, describe process and considerations for selection. Relevant resumes, restricted to one page each, should be provided as an attachment to the application. The attached resumes do not count towards the page limitation.
- f. Organizational Chart. Provide an organization chart for the project reflecting key personnel and relationships. This chart should reflect the participation of any key personnel from other organizations (teaming arrangements).
- g. Letters of Commitment. For teaming arrangements, the primary applicant should include letters of commitment from any partnering organizations.

3. Part C – Budget

Provide a Cover Page for this Part and submit as a separate document. The Cover Page should include the Project Title.

Provide a proposed budget for the project (refer to Appendix I). The budget should include a breakdown across cost categories – personnel, equipment, contracted services, marketing, and other specified costs – being mindful of the costs associated across all phases of a project. The budget should note any cost sharing that may be provided, whether cash or in-kind, and identify the sources of the additional project support.

The budget must be accompanied by a budget justification narrative (refer to Appendix II). The budget and budget justification narrative should be provided as separate attachments and will not count towards the page limitation.

D. SUBMISSION DATES AND TIMES

1. Letter of Intent Due Date

- The Letter of Intent is due by October 26, 2011, not later than 5:00 pm PDT.

2. Application Due Date

- The Application is due by November 7, 2011, not later than 1:00 pm PST.

E. FUNDING RESTRICTIONS

1. Cost Principles. BPA will apply cost principles applicable to Educational Institutions, State Local and Indian Tribal Governments, and Non-Profit Organizations, respectively (2 CFR Part 220, 2 CFR 225, and 2 CFR 230). For commercial organizations, BPA will apply the Bonneville Purchasing Instructions (BPI), Appendix 13-A, Contract Cost Principles for Commercial Organizations. The BPI is located at <http://www.bpa.gov/corporate/business/bpi/>.
2. Pre-Award Costs. BPA does not intend to authorize pre-award costs.
3. Supplanting Funds Expressly Prohibited. BPA funds must be used to increase or supplement the funding available for an awarded project. Applicants may not supplant available funds. Supplanting is to deliberately reduce or reallocate state, local or agency funds because of existence of federal agency funds.

PART V – APPLICATIONS EVALUATION INFORMATION

A. CRITERIA

1. Initial Evaluation Criteria

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

2. Comprehensive Evaluation Criteria

a. Technical

- i. Merits of the Pilot Program Design Features. Pilots will include or build upon consumer energy use feedback, and employ innovative design features to encourage greater customer engagement and energy savings. The rationale associated with the innovative design features to be tested and the approach proposed for doing so will be considered.
- ii. Operational Plan. Comprehensiveness of the operating plan, including pilot program marketing (participant recruitment), delivery of services, monitoring strategies and staffing capabilities.
- iii. Potential Benefits to the Region. Factors to consider include savings expectations per participant, the potential applicability of the strategies and tactics across the applicant's customer base, and potential local and regional scalability.
- iv. Evaluation Plan. Appropriateness of the methodology for evaluating the pilot program, including the design features to be tested and the resulting participant energy savings.
- v. Staffing Capabilities. Project staffing demonstrates capability to carry out the proposed project, e.g., qualifications and experience.

b. Non-Technical

- i. Budget. Appropriateness of budget with regard to the proposed scope and scale of the project.
- ii. Sponsor Commitment. Projects that leverage additional resources, e.g., cost share, will be viewed favorably.

3. Other Selection Factors

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

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

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

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

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

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

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

B. REVIEW AND SELECTION PROCESS

1. Comprehensive evaluation

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

2. Selection

The Financial Assistance Officer will consider the comprehensive evaluation recommendations and the amount of funds available for award. Selection for award is conditioned upon successful outcome of issues identified for discussion.

3. Discussions and Award

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

Applicants are advised that financial assistance awards are made at the sole discretion of BPA and are not subject to appeal or review.

C. ANTICIPATED NOTICE OF SELECTION AND AWARD DATES

BPA anticipates notifying Applicants selected for award by early January 2012 and begin making awards soon thereafter.

PART VI – QUESTIONS AND CONTACTS

A. PRE-APPLICATION TELECONFERENCE

A pre-application teleconference will be conducted on October 19, 2011 at 11:00 am PDT. Applicants are encouraged to participate in this teleconference, as questions will be answered. Applicants must register to participate in the teleconference and submit questions through the BPA contact below no later than 5:00 pm on October 12, 2011. A phone bridge number will be provided to those who have expressed interest in attending. Therefore, when registering, please provide the names and titles of participants and the number of phone bridges lines needed. A summary of the question and answers will be provided to all interested applicants within approximately one week of the teleconference.

B. BPA CONTACT

Name: Krista L. McCracken
Email: klmccracken@bpa.gov
Telephone: 503-230-5383

C. QUESTIONS

Any questions regarding this announcement, before or after the pre-application teleconference, must be submitted electronically to the BPA contact identified above. Contacting BPA program officials for information related to this announcement is prohibited.

APPENDIX I – PROPOSED BUDGET TEMPLATE

Cost Category	Total Project Costs (\$)
A. Personnel	
B. Fringe Benefits	
C. Travel	
D. Equipment	
E. Supplies (non-durable goods)	
F. Contractual & Subrecipient Services	
G. Other Direct Costs	
Total Direct Costs	
H. Indirect Costs	
Total Costs	

CLOSED

Cost Sharing (if applicable):

APPENDIX II – BUDGET JUSTIFICATION NARRATIVE TEMPLATE

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

A. Personnel

List all staff positions by title. Give annual salary, percentage of time assigned to the project, and total cost for the budget period, or give hourly rate and number of hours assigned to project. This category includes only direct costs for the salaries of those individuals who will perform work directly for the project (generally, paid employees of the applicant organization). If the applicant organization is including staff time (in-kind services) as a cost share, this should be included as Personnel costs. Personnel costs do not include: (1) costs for services of consultants, contractors, consortia members, or other partner organizations, which are included in the “Contractual” category; (2) costs for employees of subrecipients under subawards, which are included in the “Other” category; or (3) effort that is not directly in support of the proposed project, which may be covered by the organization’s negotiated indirect cost rate. The budget detail must identify the number of personnel proposed for each category and the estimated funding amounts.

B. Fringe Benefits

Identify the percentage used, the basis for its computation, and the types of benefits included. Fringe benefits are allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages. Fringe benefits include, but are not limited to the cost of leave, employee insurance, pensions and unemployment benefit plans.

C. Travel

Specify the mileage, per diem (lodging and M&IE), estimated number of trips in-State and out-of-State, number of travelers, and other costs for each type of travel. Travel may be integral to the purpose of the proposed project (e.g. inspections) or related to proposed project activities (e.g. attendance at meetings). Travel costs do not include: (1) costs for travel of consultants, contractors, consortia members, or other partner organizations, which are included in the “Contractual” category; (2) travel costs for employees of subrecipients under subawards, which are included in the “Other” category.

D. Equipment

The budget detail must include an itemized listing of all equipment proposed under the project. Explain need for each item to be purchased.

E. Materials/Supplies

“Materials” and “Supplies” means all tangible personal property other than “equipment”. The budget detail should identify categories of supplies to be procured (e.g., laboratory supplies or office supplies). Non-tangible goods and services associated with supplies, such as printing service, photocopy services, and rental costs should be included in the “Other” category.

F. Contractual & Subrecipient Services

Identify each proposed vendor contract and/or sub-recipient and specify its purpose and estimated cost. Contractual/consultant services are those services to be carried out by an individual or organization, other than the applicant, in the form of a procurement relationship. A vendor provides ancillary goods or services that the primary applicant needs to conduct the research effort. A vendor is not responsible for the project results. The applicant should list the proposed contract activities along with a brief description of the scope of work or services to be provided, proposed duration, and proposed procurement method (competitive or non-competitive), if known.

A subrecipient is a co-applicant, is responsible for the end results of the research effort equally with the primary applicant where federal funds are being passed through to another entity. By definition, a subrecipient relationship can only be established where federal funds are involved.

G. Other Direct Costs

List each item in sufficient detail for BPA to determine the reasonableness and allowability of its cost. This category should include only those types of direct costs that do not fit in any of the other budget categories. Examples of costs that may be in this category are: insurance, rental/lease of equipment or supplies, equipment service or maintenance contracts, printing or photocopying, rebates, and subaward costs. Subawards (e.g., subgrants) are a distinct type of cost under this category. The term “subaward” means an award of financial assistance (money or property) by any legal agreement made by the recipient to an eligible subrecipient. This term does not include procurement purchases, technical assistance in the form of services instead of money, or other assistance in the form of revenue sharing, loans, loan guarantees, interest subsidies, insurance, or direct appropriations. Subcontracts are not subawards and belong in the contractual category. Applicants must provide the aggregate amount they propose to issue as subaward work and a description of the types of activities to be supported.

H. Indirect Costs

Indirect costs are those incurred by the grantee for a common or joint purpose that benefit more than one cost objective or project, and are not readily assignable to specific cost objectives or projects as a direct cost. If indirect costs are budgeted, indicate the approved rate and base. An approved rate has generally been negotiated by a cognizant Federal or State agency in response to an indirect cost proposal. The agency with the largest dollar value of awards with an organization is generally designated as the cognizant agency for the negotiation and approval of the indirect cost rates.

If the applicant does not have an approved rate, the applicant must propose a rate and base and provide sufficient detail for evaluation. For example, applicant should identify elements of indirect cost pool, show calculations, and so forth. Examples of Indirect Cost Rate calculations are shown below:

- Personnel (Indirect Rate x Personnel = Indirect Costs)
- Personnel and Fringe (Indirect Rate x Personnel & Fringe = Indirect Costs)
- Total Direct Costs (Indirect Rate x Total direct costs = Indirect Costs)
- Direct Costs minus distorting or other factors such as contracts and equipment (Indirect Rate x (total direct cost – distorting factors) = Indirect Costs)

APPENDIX III – FINANCIAL ASSISTANCE TERMS AND CONDITIONS

The following terms and conditions are standard with Bonneville Power Administration financial assistance awards. ***As such, any concerns with the terms and conditions must be clearly identified in the cover letter submitted with the application. It is expected BPA's terms shall be awarded without negotiation.***

The award document may contain both Financial Assistance clauses and BPA Purchasing clauses, as allowed by both the Bonneville Financial Assistance Instructions (BFAI) and the Bonneville Purchasing Instructions (BPI). It is BPA's intent that these clauses be used interchangeably and Contractors and/or Financial Assistance recipients abide by the clause's legal requirements regardless of the use of the specific words: "contract," "contractor," "subcontractor," "grant," "cooperative agreement," "recipient," or "sub-recipient."

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

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

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

The recipient shall comply with 10 CFR Chapter II, Section 600.39 which provides that "...no person shall on the ground of race, color, national origin, sex, handicap, or age be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment, where the main purpose of the program or activity is to provide employment or when the delivery of program services is affected by the recipient's employment practices, in connection with any program or activity receiving Federal assistance from ..." BPA.

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

- (a) The recipient shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this award. The Financial Assistance Officer or a representative shall have the right of access to any books, documents, papers, or other records of recipients and subrecipients which are pertinent to the award, in order to make audits, examinations, excerpts and transcripts.
- (b) Such material shall be made available at the office of the recipient, at all reasonable times, for inspection, audit or reproduction, until the expiration of 3 years from the date of final payment under this award or for such longer period, if any, as is required by applicable statute. If any litigation, claim, negotiation, audit or other action involving the records has been started prior to the expiration of the 3 year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3 year period whichever is later.

CLAUSE 4-4M REPORTING PROGRAM PERFORMANCE (BFAI 4.10)(MAY 11)

Note: This is a standard clause and may be tailored to each individual award.

- (a) Frequency. Unusual events having a negative impact on the project should be reported to the Project Technical Representative (PTR) as soon as they are discovered. A progress report is due within 30 days of the end of each quarter covering the previous three months of effort. A final report on the project must be submitted no later than 90 days after completion of the project.
- (b) Contents. The report should contain a comparison of the actual accomplishments to those planned for the period. If the project is not on schedule, a brief explanation of the reason is required. Unusual situations encountered which impacted the costs or effectiveness of the project should be identified and explained.

**CLAUSE 4-5 ADVANCE PAYMENT AND FINANCIAL REPORTING REQUIREMENTS
(BFAI 4.10)(SEP 10)**

Note: This clause shall be included in awards where the applicant has provided sufficient justification to support advance payment.

- (a) Payments under this award will be made by advance payment by Vendor Express payment. Recipient requests for advances and recipient financial reporting requirements shall be made as follows:
 - (1) Advances. Advances for the anticipated needs of the project shall be made upon submission of Standard Form 270, Request for Advance and Reimbursement by the applicant. Generally, advances should be submitted not more frequently than monthly, and each request should not be for more than 30 days cash requirements. An original and two copies should be submitted to the Project Technical Representative (PTR).
 - (2) Federal Cash Transactions Report, SF-425. This report shall be prepared and submitted to the PTR whenever an SF-425, Financial Status Report is submitted.
 - (3) Interim cost reports. Interim cost reports on SF-425, Financial Status Report (Short Form), shall be submitted to the PTR quarterly, within 30 days after the end of the reporting period.
 - (4) Excess Funds. A prompt refund shall be made if excess funds are drawn. Exceptions are allowed when funds will be disbursed within 7 calendar days or, if the excess is less than \$10,000 and will be disbursed within 30 calendar days. Any interest earned on advance funds must be promptly refunded (except for State governments and instrumentalities and Tribes.)
 - (5) Final cost report. A final cost report shall be submitted to the PTR within 90 days after the end of the effective period. It shall be submitted in the same format as the budget as awarded. The final cost report shall compare the amounts allocated in the award budget to the amounts expended for each budget element.

**CLAUSE 4-6 REIMBURSEMENT PAYMENT AND FINANCIAL REPORTING REQUIREMENTS
(BFAI 4.10)(SEP 10)**

Note: This is the standard payment clause to be included in awards resulting from this announcement.

- (a) Payment for services performed under this award will be reimbursed by Vendor Express payment after performance of the services. Recipient requests for reimbursements, and recipient financial reporting requirements shall be made as follows:
 - (1) Reimbursements. Standard Form 270, Request for Advance and Reimbursement, shall be used when requesting reimbursement for costs incurred on the project. Requests should not be made more frequently than monthly. An original and two copies should be submitted to the Project Technical Representative (PTR).

(2) Interim cost reports. Interim cost reports on SF-425, Financial Status Report (short Form), shall be submitted to the Project Technical Representative (PTR) quarterly, within 30 days after the end of the reporting period.

(3) Final Cost Report. The final cost report shall be submitted to the PTR within 90 days after the end of the effective period. It shall be submitted in the same format as the budget as awarded. The final cost report shall compare the amounts allocated in the award budget to the amounts expended for each budget element.

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

The recipient shall insure that the facilities under its ownership, lease or supervision which will be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violation Facilities and that it will notify BPA of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

**CLAUSE 4-8 INDEMNIFICATION
(BFAI 4.10)(SEP 10)**

The recipient agrees to hold BPA harmless against any direct or consequential damages claimed by the recipient or third parties arising from or related to Recipient's performance, during the period of this award.

**CLAUSE 4-9 ACKNOWLEDGMENT OF SUPPORT
(BFAI 4.10)(SEP 10)**

Publication of the results of this award is encouraged. The recipient shall include in any article or other announcement that is published an acknowledgment that the project was supported, in whole or in part, by BPA (award number may be included), but that such support does not constitute an endorsement by BPA of the views expressed therein.

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

(a) Except as otherwise provided in this award, any unresolved dispute concerning a question of fact arising under this award shall be decided by the Financial Assistance Officer (FAO), who shall reduce that decision to writing and mail, or otherwise furnish a copy thereof to the Recipient. The decision of the Financial Assistance Officer shall be final and conclusive. The FAO's decision may be appealed to the BPA HCA. The decision of the BPA HCA shall be final and conclusive.

(b) This clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above; provided, that nothing in this award shall be construed as making final the decision of any administrative official, representative, or board, based on a question of law.

(c) The use of alternate disputes resolution processes are encouraged, and may be used as negotiated between the parties.

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

(a) Domestic travel may be an appropriate charge to this award, and prior authorization for specific trips is not required. In accordance with the applicable cost principles, reasonable, necessary, and allowable travel costs may be charged on an actual basis or per diem basis in lieu of actual costs incurred, provided the method

used results in charges consistent with those normally allowed by the organization in its regular operations and travel is at less than business class common carrier fare, unless otherwise approved in advance by the Financial Assistance Officer.

- (b) Foreign travel may be charged to this award without prior approval if detailed in the approved budget. If foreign travel is required, but not detailed in the approved budget, it must be approved in writing by the Financial Assistance Officer prior to beginning the travel. Foreign travel will be reimbursed on the same basis as domestic travel.

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

The Financial Assistance Officer's Representative (FAOR) shall have all the rights, powers, and privileges of the Financial Assistance Officer necessary to the administration of the award: provided, however, that the FAOR is not empowered to execute modifications to the award, to make a final decision of any matter which would be subject to appeal, or to suspend or terminate for any cause the recipient's right to proceed.

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

- (a) The Project Technical Representative (PTR) is the authorized representative of the Financial Assistance Officer (FAO) for technical actions performed in relation to the award. This includes the functions of (1) review of work performed; and (2) interpretation of technical program requirements.
- (b) The PTR is not authorized to act for the FAO in the following matters: (1) modifications that change the amount of award, technical requirements or time for performance; (2) suspension or termination of the recipient's right to proceed; and (3) final decisions on any matters subject to appeal.

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

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

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

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

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

- (a) Definitions.
 - (1) "Suspension" is an action by BPA that temporarily suspends BPA support under the award pending corrective action by the Recipient or pending a decision by BPA to terminate the award.

(2) "Termination" means the cancellation of BPA sponsorship, in whole or in part, at any time prior to the date of completion.

(b) Suspension or Termination for cause.

(1) Notice of Suspension. Prior to issuing a suspension notice, efforts will be made by BPA and the recipient to informally resolve disagreements. If informal efforts fail, BPA may issue a notice of suspension that specifies the date on which the suspension will take effect. During the suspension, BPA may withhold further payment and prohibit the recipient from incurring additional obligations of funds pending corrective action by the recipient or a decision by BPA to terminate. BPA shall allow all necessary and proper costs that the recipient could not reasonably avoid during the period of suspension provided that they would otherwise be allowable.

(2) Notice of Termination for Cause. Prior to issuing a termination notice, efforts will be made by BPA and the recipient to informally resolve disagreements. If informal efforts fail, BPA may issue a notice of termination that will take effect as stated in the letter. The Financial Assistance Officer shall determine the severity of the violation that caused the termination for cause, and determine what costs are appropriate for reimbursement.

(c) Termination for convenience. BPA or the recipient may request that the award be terminated in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The recipient shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. BPA shall allow full credit to the recipient for the BPA share of the noncancellable costs, properly incurred by the recipient prior to termination.

(d) Authority to issue notices. The Financial Assistance Officer is the only person authorized to suspend or terminate the award.

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

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

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

Note: This clause shall be included in awards for projects which may include the collection of data from the public.

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

(1) At the specific request of BPA, or

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

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

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

Note: This clause shall be included in awards when the Recipient and/or Sub-recipients are State Government, Local Government or Non-Profit Organizations.

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

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

Note: This clause may be used in all awards other than state governments when BPA-owned personal property is provided to, or when personal property is acquired by the recipient using BPA-provided funds.

(a) This clause provides guidance for the utilization and disposition of personal property furnished by BPA or acquired in whole or in part with BPA funds, or whose cost was charged to a project supported by BPA funds. Also see BPI Clause 19-1.

(b) BPA-owned personal property.

(1) The following BPA property will be provided for use in this award:

List BPA property to be provided, or "None", as appropriate.

(2) Title remains vested in BPA. The recipient shall submit an annual reconciled physical inventory listing by October 1 of each year of such property in its custody to the PTR.

(3) Upon completion of the award, or when the property is no longer needed, the recipient shall provide an inventory of the property to BPA and request disposition instructions.

(c) Recipient-acquired personal property.

(1) When the recipient acquires personal property using BPA funds, in whole or in part, title vests with the recipient.

(2) BPA will request the recipient to transfer title to the following property at the end of the project:

List the property which BPA will require to be transferred, or "NONE" if none will be required to be transferred.

(3) BPA reserves the right to transfer title to the property listed below to itself or a third party at the completion of the project.

List the property which BPA is reserving the right to transfer title here. If there is none, and all property is to be retained by the recipient, insert "NONE".

- (4) If BPA does not provide disposition instructions for property identified in (b)(3) within 120 days of the end of the project, BPA relinquishes the right to transfer title and the recipient may retain the property, or dispose of it as appropriate.
- (5) BPA does not reserve the right to transfer title to the following personal property. The recipient may retain, use or dispose of this property.

List the property which BPA does not wish to retain the right to transfer title, or "None", as appropriate.

- (6) The recipient shall submit a reconciled physical inventory listing by October 1 every second year of the award of personal property in its control.
- (d) Property Management Standards for property which BPA will, or reserves the right to, require the transfer of title at the conclusion of the award:
- (1) Property records shall be maintained which include a description of the property, source of property, including award number, acquisition date, location, use and condition of the property and the date the information was reported, unit acquisition cost, ultimate disposition of property, and date of disposition.
 - (2) The recipient shall maintain a system to insure adequate safeguards to prevent loss, damage, or theft of the property.
 - (3) The recipient shall follow adequate maintenance procedures to keep the property in good condition.

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

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

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

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

CLAUSE 4-27 INCREMENTAL FUNDING (BPI 4.10) (SEP 04)

This project is not fully funded at the time of the award. It is anticipated that further BPA funding will be provided on an incremental basis. If funds are not available for any reason, BPA shall be under no obligation to provide funding for any additional portion of the project. If BPA does not fund the balance of the effective period, the award will be terminated when the funds committed by BPA have been expended.

CLAUSE 17-5.1 RIGHTS IN DATA-CREATION OF NEW WORK (SEP 11)(BPI 17.5.4.1.1)

Note: The need for this clause will be determined by the nature of the proposed project.

- (a) Except as otherwise provided herein, the Contractor grants to BPA a fully paid-up, non-exclusive, irrevocable, worldwide, perpetual license to copy, prepare derivative works and perform or display publicly, by or on behalf

of BPA, for all the material or subject matter produced under this contract, hereinafter referred to as Work Product. Work Product means recorded information, regardless of form or the media on which it is stored, including any other copyrightable products or materials arising from performance under this contract.

- (b) Contractor shall defend, at its expense, and hold BPA harmless from any claim or suit brought against BPA alleging that the Work Product furnished hereunder infringes a U.S. patent or copyright, violates trade secrets, rights of privacy, or any libelous or other unlawful matter contained in such Work Product, and shall pay all costs and damages finally awarded, provided Contractor is given prompt written notice of such claim and is given information, reasonable assistance, and sole authority to defend or settle the claim. In the defense of the claim, Contractor shall obtain for BPA the right to continue using the Work Product, replace or modify the Work Product to be noninfringing, or if such remedies are not reasonably available, grant BPA a refund for the work Product and accept its return. The provisions of this clause do not apply to material furnished to the Contractor by BPA and incorporated in the Work Product to which this clause applies.

CLAUSE 3-3 CERTIFICATION, DISCLOSURE, AND LIMITATION REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 98)(BPI 3.5.6)

Note: This clause shall apply for awards which are expected to exceed \$100,000.

- (a) As used in this clause:

"Covered Federal action" means:

- (1) The awarding of any Federal contract.
- (2) The extension, continuation, renewal, amendment, or modification of any Federal contract.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and includes Alaskan Natives.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, includes a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient" includes all contractors and subcontractors. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract or the extension, continuation, renewal, amendment, or modification of any Federal contract.
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, Standard Form-LLL, Disclosure of Lobbying Activities, to the Contracting Officer.
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and that all sub-recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, U.S. Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (d) A contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using non appropriated funds (to include profits from any covered Federal action), which would be prohibited under this clause if paid for with appropriated funds.
- (e) The contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (b) of this clause. An event that materially affects the accuracy of the information reported includes--
- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
 - (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (f) The contractor shall require the submittal of a certification, and if required, a disclosure form, by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

- (g) All subcontractor disclosure forms (but not certifications), shall be forwarded from tier to tier until received by the prime contractor. The prime contractor shall submit all disclosure forms to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding contractor.
- (h) Any person who makes an expenditure prohibited under this clause or who fails to file or amend the disclosure form to be filed or amended by this clause shall be subject to a civil penalty as provided by 31 U. S. Code 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

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

Note: This clause shall apply for awards which are expected to exceed \$100,000.

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

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

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

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

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

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

- (c) The Contractor, if other than an individual, shall -- within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration); or as soon as possible for contracts of less than 30 calendar days performance duration--
- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - (2) Establish an on-going drug-free awareness program to inform such employees about--
 - (A) The dangers of drug abuse in the workplace;
 - (B) The contractor's policy of maintaining a drug-free workplace;
 - (C) Any available drug counseling, rehabilitation, and employee assistance programs; and

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

CLOSED