



Department of Energy

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

PUBLIC AFFAIRS

December 14, 2012

In reply refer to: DK-7

Dan Seligman, Attorney at Law
Columbia Research Corporation
P.O. Box 99249
Seattle, WA 98139

FOIA #BPA-2013-00151-F

Dear Mr. Seligman:

This is a final response to your request for information from the Bonneville Power Administration (BPA) under the Freedom of Information Act (FOIA), 5 U.S.C. 552.

You requested:

1. All personal services or consulting contracts since January 1, 2010, with Rand Schenck or Schenck Consulting.
2. All invoices submitted by Schenck or Schenck Consulting.
3. All work product (e.g., reports, presentations) submitted by Schenck or Schenck Consulting.

Response:

The responsive documents are released in their entirety with the exception of employee names of those who received coaching under the enclosed contracts. As your request was for the contract information it is assumed that the names are not responsive to the request. If you feel that the names are inclusive to your request please contact our office at the number provided below.

Pursuant to 10 CFR 1004.8, if you are dissatisfied with this determination, or the adequacy of the search, you may appeal this FOIA response in writing within 30 calendar days of receipt of a final response letter. The appeal should be made to the Director, Office of Hearings and Appeals, HG-1, Department of Energy, 1000 Independence Avenue, SW, Washington, DC 20585-1615. The written appeal, including the envelope, must clearly indicate that a FOIA Appeal is being made.

You agreed to pay fees in the amount of \$50. You will be billed separately for that amount.

I appreciate the opportunity to assist you. Please contact Kim Winn, Communications Specialist, at 503-230-5273 with any questions about this letter.

Sincerely,

/s/Christina J. Munro

Christina J. Munro

Freedom of Information Act/Privacy Act Officer

Enclosure: Responsive documents

UNITED STATES
GOVERNMENT

MASTER AGREEMENT

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

See Page 2

Contract : 00048110
Release : 00000
Page : 1

Vendor:
SCHENCK CONSULTING
2947 NE 31ST AVE
PORTLAND OR 97212

Please Direct Inquiries to:

STEPHANIE A. LUKASIK
Title: CONTRACT SPECIALIST
Phone: 503-230-3457
Fax :

Attn: RAND SCHENCK

Contract Title: EXECUTIVE COACHING SERVICES

Total Value :

Pricing Method: NO FUNDS OBLIGATED

Payment Terms: % Days Net 30

Performance Period: 06/01/10 - 05/31/11



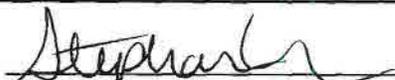
Contractor Signature

Rand Schenck - Executive Coach

Printed Name/Title

5/25/10

Date Signed



BPA Contracting Officer

05/25/2010

Date Signed

This award contains the following - TEXT ATTACHED

CONTRACT TERMS AND CONDITIONS

salukasik@bpa.gov



COVER SHEET CONTINUATION

**BPA Master Agreement No. 48110
Schenck Consulting
Executive Coaching Services**

Contracting Officer's Technical Representative – Bill Zimmerman /503-230-5165/ wjzimmerman@bpa.gov
Contracting Officer – Stephanie Lukasik /503-230-3457/ salukasik@bpa.gov

1. This contract is hereby issued as follows and contains:
 - Signature Page
 - Cover Sheet Continuation
 - Unit 1 & 2: Terms and Conditions
 - Unit 3: Statement of Work

2. The period of performance is June 01, 2010 through May 31, 2011. Contractor shall bill according to the Schedule of Prices clause 22-51.

3. Please mail invoices marked with contract number to:
 - Bonneville Power Administration
 - Attn: Bill Zimmerman/ NHT-1
 - PO Box 3621
 - Portland, OR 97208-3621

TERMS & CONDITIONS

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UNIT 3 — STATEMENT OF WORK

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UNIT 1 — SCHEDULE

CONTRACT TYPE (7-1) (SEP 09)(BPI 7.1.9)

This is a Master Agreement under which work requirements may be issued in the form of Releases. Releases placed against this Master Agreement will be made on a **Firm-Fixed-Price** and **Time and Materials** basis.

When the phrase "Task Order" is encountered, substitute the work "Release".

MASTER AGREEMENT: BASIC TERMS (7-6) (SEP 03)(BPI 7.2.5.2.1)

- (a) **Effective Period.** This agreement is effective upon receipt and acceptance of this Agreement and continues until canceled by BPA or the Contractor in writing, or the date in Block 5, Page 1 of this master agreement, whichever occurs first.
- (b) **BPA's Obligation.** This agreement places no obligation on BPA to purchase a minimum amount of supplies or services. BPA is obligated only to the extent of authorized orders actually placed against this agreement.
- (c) **Order Placement, Confirmation and Contract Formation.** Only orders placed by individuals specifically authorized by the Contracting Officer will be considered valid orders. Orders may also be issued orally or by facsimile. Orders may also be issued electronically as an unalterable, electronic read-only formatted document transmitted via the Internet. A binding order will be formed when the Contracting Officer or his/her authorized representative transmits to the Contractor a complete and legible order that includes an order (release) number and the contract number, and receives from the Contractor a written or facsimile or electronic Internet confirmation. An order or confirmation transmitted via facsimile or the Internet will be deemed "writings." There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Items.
- (d) **Order Numbers.** An "order number" will be the identifying number for each order placed against this agreement. Both this order number and the Master Agreement Number must be included on all correspondence, packing lists, invoices, etc.
- (e) **Delivery Tickets.** All deliveries made under this agreement shall be accompanied by a delivery ticket or sales slip which shall contain the following minimum information: (1) Name of Contractor; (2) Master Agreement Number; (3) Date of order; (4) Name of BPA employee placing order; (5) Order number; (6) Itemized list of supplies or services furnished (quantity, unit price, and extended price, less discounts; and (7) Date of delivery or shipment.
- (f) **Variation In Quantity.** No variation in the quantity of any item ordered will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this agreement or in any specific order.
- (g) **Transportation Charges.** No allowance will be made for packing, cartage, carting, or transportation charges unless specifically provided elsewhere in this agreement or unless provided at the time a specific order is placed.
- (h) **Inspection and Acceptance.** Inspection and acceptance will be at the place specified in each order for delivery or performance.
- (i) **Taxes and Duties.** The price includes all applicable Federal, State, and local taxes and duties in effect on the date an order is placed, but does not include any taxes from which BPA, the Supplier, or any specific order is exempt. Upon request of the Supplier, BPA shall furnish a Tax Exemption Certificate or similar evidence of exemption, if appropriate, with respect to any such tax not included in the price pursuant to this clause.
- (j) **Payment.**

- (1) **Payment Due Date.** Payment shall be due not later than thirty (30) calendar days after the later of the date on which BPA actually receives a proper invoice in the designated billing office or the date when the items delivered or completed services are accepted by BPA. For purposes of payment only, items will be deemed accepted not later than seven (7) working days after proper delivery. If delivered items or completed services are found defective, the provisions of this paragraph will be reapplied upon receipt of a corrected item or service.
- (2) **Invoices.** Suppliers may invoice monthly or at more frequent intervals as may be agreed to by the CO. Invoices shall include:
 - supplier's name and address;
 - invoice date;
 - master agreement number;
 - order number;
 - description of products delivered or work performed;
 - price and quantity of item(s) actually delivered or rendered identified separately by order number,
 - the name and address of the person to whom payment will be made, and
 - name (where practicable), title, phone number, and mailing address of person to be notified in event of a defective invoice.

If the order is for supplies, each invoice shall also contain a reference to each delivery ticket and shall be supported by a copy of the delivery ticket. Failure to submit a proper invoice may result in a delay in payment.

- (3) **Prompt Payment Act.** This agreement is subject to the provisions of the Prompt Payment Act (31 U.S.C. 3901 et seq.), and the regulations at 5 CFR Part 1315.
- (4) **Interest Penalty Payments.** If interest penalty payments are determined due under the provisions of the Prompt Payment Act, payment shall be made at the rates determined by the U.S. Treasury, Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611).

**RELEASES (7-50)M
(SEP 09)**

- (a) During the period of performance of this contract, written "draft" Releases will be issued to the Contractor by the Contracting Officer's Technical Representative (COTR). These releases shall specify:
 - (1) the task(s) to be performed,
 - (2) the schedule of performance, and
 - (3) identification of all deliverables required.
- (b) The Contractor shall submit, within fifteen (15) calendar days after receipt of the Release, a Plan. The Plan is the Contractor's overall estimate for the completion of the Release and shall include the following:
 - (1) dates of commencement and completion of work, and any necessary revision(s) to BPA's Schedule of Performance;
 - (2) a list of personnel to be assigned to the task;
 - (3) labor hours estimated to complete the task;

- (4) identification of other direct costs, i.e., travel, materials, etc., estimated to complete the task;
 - (5) an estimate for subcontractors; and
 - (6) the total estimated cost for completion of the Release.
- (c) The COTR will review the Plan to determine that the Contractor has complete understanding of the assignment(s). The CO will review the proposed estimated costs will also be reviewed for reasonableness and allowability. Discussions between the CO, COTR and the Contractor may be effected to clarify any uncertainties and resolve any disagreements with respect to the Contractor's proposed Plan to guarantee that both parties have a complete understanding of the assignment(s).
- (d) The Contractor shall incur costs under this Agreement only in the performance of Release and revisions to Release as issued by the CO. No other costs are authorized without the express written consent of the CO.
- (e) This ordering procedure is subject to the "Contract Ceiling Limitation" and "Period of Performance" clauses of the Master Agreement. The Contractor is not authorized to incur costs on Releases which are not in compliance with any of those clauses of the Contract.

**RELEASE ORDER SYSTEM (7-55)M
(SEP 09)**

- (a) BPA will assign specific jobs by the Release Order System. Funds for work performed under this contract are committed at the time the Task Order is issued.
- (b) A ceiling amount or firm-fixed price will be determined by mutual agreement for each order placed.
- (c) The COTR shall review and approve the Contractor's estimated performance schedule and proposed level of effort. The CO will review and approve pricing for the Release.

**PERFORMANCE PERIOD AND OPTIONS (7-7)
(MAY 10)(BPI 7.2.7.1)**

- (a) This is a 1 year year contract with options to extend for 4 additional 1 year periods.
- (b) BPA may unilaterally extend the term of this contract by written notice to the Contractor. BPA will give the Contractor preliminary notice of its intent to extend at least 30 days before the contract expires.

**SCHEDULE OF PRICES (22-51)
(MAY 08)**

The contractor shall provide the following hourly rates in accordance with the statement of work.

Work that is greater than 50 miles from the contractor's home office will include travel allowance, hotel and per diem charges. See travel cost requirements in clause 22-50. Specific Travel must be identified in the Release Statement of Work and must be included in any proposals for work or any budgets prior to BPA issuing a release.

Travel will be reimbursed at actual expense rates in accordance with current Federal Travel Regulations to the extent expenses do not exceed, on a daily basis, the per diem rates in effect at the time of travel.

<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
001	Base Year (06/01/2010 – 05/31/2011)	Hour	\$200
002	Option Year 1 (06/01/2011 – 05/31/2012)	Hour	\$200
003	Option Year 2 (06/01/2012 – 05/31/2013)	Hour	\$200
004	Option Year 3 (06/01/2013 – 05/31/2014)	Hour	\$200
005	Option Year 4 (06/01/2014 – 05/31/2015)	Hour	\$200

**PRICE ADJUSTMENT (7-2)M
(SEP 09)(BPI 7.1.9)**

- (a) From the contract award date, through the remainder of the contract and any year option periods exercised, the "hourly rates" identified in the Schedule of Prices may be adjusted upward at an increase of up to 5%.
- (b) On each anniversary of the date of award, if an option year is exercised, the approved percent of increase will be up to five percent and will be computed by the Contracting Officer. The adjustment is warranted in accordance for the services rendered with meeting the following criteria stated below with a rating scale for monitoring performance.
- Develops professional and quality instructional design, delivery and evaluation methods.
 - Performs effective training consultation, developed accurate training needs analysis in a timely manner and before deadlines.
 - Fosters collaboration working relationships with team members and customers to produce objectives.
 - Develops curriculum design-course work development and evaluation of program for meeting requirements.
 - Meets short deadlines and turnaround revisions for the program, and coordination of multiple deliverables within a project.
- (c) No upward adjustment shall apply to supplies or services which are required to be delivered or performed prior to the effective date of the adjustment unless the Contractor's failure to deliver or perform in accordance with schedules results from causes beyond the control and without the result or negligence of the Contractor.

**CONTINUITY OF SERVICES (23-1)
(SEP 98)(BPI 23.1.6)**

- (a) The Contractor recognizes that the services under this contract are vital to BPA and must be continued without interruption and that, upon contract expiration, a successor, either BPA 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 98)(BPI 23.1.6)**

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. (List key personnel below)

Rand Schenck

UNIT 2 — CONTRACT CLAUSES

PAYMENT AND TAXES

ELECTRONIC FUNDS TRANSFER PAYMENT (22-20) (OCT 07)(BPI 22.6.2)

- (a) Payment Method. Payments under this contract, including invoice and contract financing payments, will be made by electronic funds transfer (EFT). Contractors are required to provide its taxpayer identification number (TIN) and other necessary banking information as per paragraph (c) of this clause to receive EFT payment.
- (b) Contractor EFT arrangement with a financial institution or authorized payment agent. The Contractor shall designate to BPA, as per paragraph (c) of this clause, and maintain at its own expense, a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under all BPA contracts, unless the BPA Vendor File Maintenance Team is notified of a change as per paragraph (d) of this clause. An initial designation should be submitted after award, but no later than three weeks before an invoice or contract financing request is submitted for payment.
- (c) Submission of EFT banking information to BPA. The Contractor shall submit EFT enrollment banking information directly to BPA Vendor File Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification. This form is available either from the Contracting Officer(CO) or from the Vendor File Maintenance Team. Submit completed enrollment form to the Vendor Team. Contact and mailing information:
- Bonneville Power Administration
PO Box 491
ATTN: NSTS - MODW Vendor Maint.
Vancouver, WA 98666-0491
- E-mail Address: VendorMaintenance@BPA.gov
Phone: (360) 418-2800
Fax: (360) 418-8904
- (d) Change in EFT information. In the event that EFT information changes or the Contractor elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the Contractor shall be responsible for providing the changed information to the BPA Vendor File Maintenance Team office. The Vendor Maintenance Team must be notified 30 days prior to the date such change is to become effective.
- (e) Suspension of Payment. BPA is not required to make any payment under this contract until receipt of the correct EFT payment information from the Contractor.
- (f) EFT and prompt payment. BPA shall pay no penalty on delay of payment resulting from defective EFT information. BPA will notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the assignee shall provide the assignee's EFT information required by paragraph (c) of this clause.

**INVOICES AND PAYMENT FOR TASK ORDERS OR TASK ASSIGNMENTS (22-53)
(SEP 98)**

- (a) For Task Orders/Assignments placed on a time and materials basis, BPA shall reimburse the Contractor for work performed hereunder in amounts which total shall not exceed the agreed-upon ceiling amount for each task order issued, unless expenditure of an additional amount is approved in writing by the Contracting Officer. Invoices shall be submitted in accordance with the payment provisions specified in the clause titled "Payment".
- (b) For Task Orders/Assignments placed on a fixed price basis, BPA shall pay the Contractor for work performed hereunder in accordance with the payment schedule described in the Task Order. Invoices shall be submitted in accordance with the payment provisions specified in the clause titled "Payment".

**BASIS OF PAYMENT -- PROGRESS PAYMENTS (22-3)
(SEP 98)(BPI 22.1.3)**

[Applies to releases awarded on a firm fixed price basis]

- (a) Progress payments. BPA shall make progress payments as the work proceeds based on the stage or percentage of work accomplished. The Contractor shall furnish a breakdown of the work as a percentage of the total contract price, in such detail as required by the CO.
- (b) Title to all material and work covered by progress payments shall pass to BPA at the time of payment. This shall not be construed as--
 - (1) Relieving the Contractor from the sole responsibility for all work upon which payments have been made or the restoration of any damaged work; or
 - (2) Waiving the right of BPA to require the fulfillment of all of the terms of the contract.
- (c) Partial Payments. Unless otherwise specified, payment shall be made after acceptance of any portion of the work delivered or rendered for which a price is separately stated in the contract.
- (d) Final Payment. BPA shall pay the amount due the Contractor under this contract after completion and acceptance of all work and after presentation of a release of all claims against BPA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of any assignee if the Contractor's claim to amounts payable under this contract has been assigned.

**BASIS OF PAYMENT -- TIME-AND-MATERIALS CONTRACTS (22-4)
(SEP 98)(BPI 22.1.3)**

[Applies to releases awarded on a time and materials basis]

BPA shall pay the Contractor as follows after submission of invoices approved by the CO. The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services.

- (a) Hourly Rate.
 - (1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. The Contractor shall substantiate invoices by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the CO.
 - (2) Overtime. The hourly rates shall not be varied by virtue of the Contractor having performed work on an overtime basis unless the CO has specifically authorized overtime and the contract includes overtime rates.

- (b) **Materials.** Allowable costs of direct materials shall be determined by the CO in accordance with Part 13 of the BPI in effect on the date of this contract. Reasonable and allocable material handling costs may be included in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices, consistent with Part 13 of the BPI. Direct materials are those materials which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.
- (c) **Travel Costs.** 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 Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
- (d) **Subcontracts.** The cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause, if such costs are consistent with Part 13 of the BPI. Reimbursable costs in connection with subcontracts shall be limited to the amounts paid to the subcontractor. Reimbursable costs shall not include any costs arising from the letting, administration or supervision of performance of the subcontract, if the costs are included in the hourly rates in the Schedule.
- (e) **Responsibility to obtain best overall price.** To the extent able, the Contractor shall--
- (1) Obtain materials, subcontracts, and travel at the most advantageous prices available with due regard to securing prompt delivery of satisfactory products and services; and
 - (2) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits and additionally, give credit to BPA for any amounts that have accrued to the benefit of the Contractor or would have accrued except for the fault or neglect of the contractor. When unable to take advantage of the benefits, the Contractor shall promptly notify the CO and give the reasons.
- (f) **Material the Contractor regularly sells to the public.** If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding (e)(1) above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to BPA; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.
- (g) **Audit.** At any time before final payment under this contract the CO may audit the invoices and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the CO not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the invoice designated by the Contractor as the "final invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract, BPA shall promptly pay any balance due the Contractor.
- (h) **Refunds.** The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to BPA. The Contractor and each assignee shall assign to BPA all such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the CO.

PAYMENT (22-12)
(NOV 08)(BPI 22.2.5)

- (a) **Payment Due Date.** Payment (including partial payments or progress payments, if authorized, shall be due not later than thirty (30) calendar days after the later of the date on which BPA actually receives a proper invoice in the designated billing office or the date when the items delivered or completed services are

accepted by BPA. According to the Prompt Payment Act, a proper invoice to a Federal Agency is to include bank account information requisite to enable Electronic Funds Transfer (EFT) as method of payment. For purposes of payment only, items will be deemed accepted not later than seven (7) working days after proper delivery. If delivered items or completed services are found defective, the provisions of this paragraph will be reapplied upon receipt of a corrected item or service.

(b) Billing Instructions.

(1) Invoices must include the contractor's name and address, invoice date, contract number, task order number (if applicable), contract line item number, description of products delivered or work performed, price and quantity of item(s) actually delivered or rendered (amounts billed for work performed under a task order must be separately identified by task order number), and the name and address of the person to whom payment will be made, and name (where practicable), title, phone number, mailing address of person to be notified in event of a defective invoice and bank account information required to enable Electronic Funds Transfer (EFT) as method of payment (Invoices will not require banking information if the contractor has that information on file at BPA). Failure to submit a proper invoice may result in a delay in payment including a rejection of invoice pending receipt of a properly amended invoice.

(2) Contractors may bill monthly, or at more frequent intervals as may be agreed to by the CO.

(c) Payment Method. Payments under this contract will be made by electronic funds transfer whenever possible, or by check in very limited circumstances, at the option of BPA.

(d) Prompt Payment Act. This contract is subject to the provisions of the Prompt Payment Act (31 U.S.C. 3901 et seq.), and regulations at 5 CFR Part 1315.

(e) Interest Penalty Payments. If interest penalty payments are determined due under the provisions of the Prompt Payment Act, payment shall be made at the rates determined by the U.S. Treasury Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611).

**CONTRACT CEILING LIMITATION (22-7)
(SEP 98)(BPI 22.1.3)**

[Applies to releases awarded on a time and materials basis]

(a) The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the contract ceiling. The contract ceiling includes all estimated costs (both direct and indirect) and any fee allowance. If this is a cost-sharing contract, the contract ceiling includes both BPA's and the Contractor's share of the cost.

(b) Notification of CO. The Contractor shall notify the CO in writing at the first indication that the total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

(c) Revised Estimate. As part of the notification, the Contractor shall provide the CO a revised estimate of the total cost of performing this contract.

(d) Contract Ceiling.

(1) BPA is not obligated to reimburse the Contractor for costs incurred in excess of the contract ceiling specified in the Schedule or, if this is a cost-sharing contract, the estimated cost to BPA specified in the Schedule; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the contract ceiling specified in the Schedule, until the CO notifies the Contractor in writing that the contract ceiling has been increased.

(e) No notice, communication, or representation, or from any person other than the CO, shall affect this contract's contract ceiling.

- (f) If this contract is terminated or the contract ceiling is not increased, BPA and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

**LIMITATION ON TRAVEL COSTS (22-50)
(MAY 05)**

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

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

Per Diem rates are available at http://www.gsa.gov/Portal/gsa/ep/contentView.do?programId=9704&channelId=-15943&oid=16365&contentId=17943&pageTypeId=8203&contentType=GSA_BASIC&programPage=%2Fep%2Fprogram%2FgsaBasic.jsp&P=MTT

The Federal Travel Regulations are available at http://www.gsa.gov/Portal/gsa/ep/contentView.do?P=MTT&contentId=14161&contentType=GSA_OVERVIEW

**FEDERAL, STATE, AND LOCAL TAXES (22-15)
(SEP 98)(BPI 22.5.3.4)**

- (a) The contract price shall include all applicable Federal, State, and local taxes and duties.
- (b) The contract price shall be increased by the amount of any after-imposed Federal excise tax or duty, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price.
- (c) The contract price shall be decreased by the amount of any after-relieved Federal excise tax or duty.
- (d) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the CO.
- (e) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.
- (f) Notwithstanding any of the above provisions for adjustment of the contract price in the event of a change in a Federal excise tax or duty after the contract date, no increase in the contract price shall be made for any duty imposed under the Tariff Act of 1930, as amended, (19 U.S.C. 1303) or the Anti-dumping Act of 1921, as amended (19 U.S.C. 160-171).

GENERAL CONTRACT ADMINISTRATION

APPLICABLE REGULATIONS (1-1) (NOV 08)(BPI 1.3.1)

Purchases made by the Bonneville Power Administration are subject to the policies and procedures outlined in the Bonneville Purchasing Instructions. The BPI is available without charge on the Internet at <http://www.bpa.gov>. Copies are available for purchase from the Head of the Contracting Activity. The public may purchase unbound copies of the BPI from the Head of the Contracting Activity – DGP-7, Bonneville Power Administration, P.O. Box 3621, Portland, Oregon 97208. The cost is \$30.00. Subscriptions are not available.

POST AWARD ORIENTATION (14-19) (SEP 07)(BPI 14.5.3)

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

SUBCONTRACTS (14-7) (SEP 98)(BPI 14.9.1)

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

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

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

STOP WORK ORDER (14-14) (SEP 98)(BPI 14.12.1)

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

CHANGES - FIXED-PRICE (14-8)
(SEP 98)(BPI 14.10.5.1.1)

[Applies to releases awarded on a firm fixed price basis]

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract to any one or more of the following:
- (1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for BPA in accordance with the drawings, designs, or specifications.
 - (2) Method of shipment or packing.
 - (3) Place of delivery or performance.
 - (4) Description of services to be performed.
 - (5) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (6) BPA-furnished property.
 - (7) Place of inspection or acceptance.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order, but not later than final payment.
- (d) Failure to agree to any adjustment shall be a dispute under a disputes clause if one is included in this contract. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) Constructive Changes. If the Contractor considers that a BPA action or inaction constitutes a change to the contract (constructive change), and the change is not identified as such in writing and signed by the CO, the Contractor shall promptly notify the CO in writing. No equitable adjustment will be made for costs incurred more than 20 days before the Contractor gives written notice of the constructive change.
- (f) Notwithstanding other provisions herein, only the Contracting Officer, or persons specifically delegated authority to do so by the Contracting Officer, are authorized to orally modify or affect the terms of this contract. Contractor response to oral direction from any other source is at its own risk of liability.

CHANGES - TIME-AND-MATERIALS (14-10)
(SEP 98)(BPI 14.10.5.1.1)

[Applies to releases awarded on a time and materials basis]

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract to any one or more of the following:
- (1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for BPA in accordance with the drawings, designs, or specifications.
 - (2) Method of shipment or packing.
 - (3) Place of delivery or performance.

- (4) Description of services to be performed.
 - (5) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (6) BPA-furnished property.
 - (7) Place of inspection or acceptance.
- (b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the (1) ceiling price, (2) hourly rates, (3) delivery schedule, and (4) other affected terms, and shall modify the contract accordingly.
 - (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order, but not later than final payment.
 - (d) Failure to agree to any adjustment shall be a dispute under a disputes clause, if one is included in this contract. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
 - (e) Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, shall not be increased or considered to be increased except by specific written modification of the contract indicating the revised contract estimated cost and, if this contract is incrementally funded, the additional amount allotted to the contract. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the Contract Ceiling Limitation clause of this contract.
 - (f) Notwithstanding other provisions herein, only the Contracting Officer, or persons specifically delegated authority to do so by the Contracting Officer, are authorized to orally modify or affect the terms of this contract. Contractor response to oral direction from any other source is at its own risk of liability.

**MODIFICATION COST PROPOSAL - PRICE BREAKDOWN (14-13)
(SEP 98)(BPI 14.10.5.1.1)**

- (a) The contractor, in connection with any proposal it makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. The breakdown shall be in enough detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added or changed. Any amount claimed for subcontracts shall be supported by similar price breakdowns from those subcontractors.
- (b) In addition, if the proposal includes a time extension, a justification thereof shall also be furnished. Notwithstanding any other provisions of this contract, it is mutually understood that the time extension for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of work. The contract completion dates will be extended only for those specific elements so delayed and the remaining contract completion dates for all other portions of the work will not be altered.
- (c) The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Contracting Officer.

**SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BPA FACILITIES (23-4)
(MAY 07)(BPI 23.4.1)**

- (a) The following definitions shall apply to this contract:
 - (1) "Access" means the ability to enter BPA facilities as a direct or indirect result of the work required under this contract.

- (2) "Sensitive unclassified data" 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 data may include, but are 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 within the meaning of 18 U.S.C. 1905 and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled nuclear information within the meaning of 42 U.S.C. 2168; critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) BPA personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at BPA. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide BPA with information to determine an individual's initial eligibility or continued eligibility for access to BPA facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting BPA property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire for Non Sensitive Positions and submit it to BPA for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer-term contract employees will occur at periodic intervals, generally of five years.
- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to BPA facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of BPA property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
- (1) Any behavior, activities, or associations that 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.
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, BPA shall notify the contractor, who will then inform the individual of the determination and the reasons 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 COTR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.

- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of BPA's information resources must participate annually in a BPA-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any BPA-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COTR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to BPA facilities and/ or computer systems.

**ORDER OF PRECEDENCE (14-3)
(SEP 98)(BPI 14.4.1.1)**

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications or statement of work); (b) contract clauses; (c) the specifications or statement of work; and (d) other documents, exhibits, and attachments.

**HOMELAND SECURITY (14-17)
(NOV 08)(BPI 14.18.3)**

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

**CONFIDENTIALITY (14-103)
(APR 09)**

During the term of this Contract, either party (the "Disclosing Party") may disclose confidential information (the "Information"), to the other party (the "Receiving Party"). Information shall mean any information that is owned or controlled by Disclosing Party 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 Disclosing Party that Disclosing Party 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, models or data.

The Receiving Party shall hold the Disclosing Party's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. The Receiving Party shall give such Information at least such protection as the Receiving Party gives its own information and data of the same general type, but in no event less than reasonable protection. The Receiving Party shall not use or make copies of the Disclosing Party's Information for any purpose other than as contemplated by the terms of this Contract. The Receiving Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, consultants, contractors

and subcontractors who have a verifiable need to know in connection with this Contract. The Receiving Party shall, by written agreement, require each person to whom, or entity to which, it discloses the Disclosing Party's Information to give such Information at least such protection as the Receiving Party itself is required to give such Information under this Contract. The Receiving Party's confidentiality obligations hereunder shall not apply to any portion of the Disclosing Party's Information which:

- (a) has become a matter of public knowledge other than through an act or omission of the Receiving Party;
- (b) has been made known to the Receiving Party by a third party in accordance with such third party's legal rights without any restriction on disclosure;
- (c) was in the possession of the Receiving Party prior to the disclosure of such Information by the Disclosing Party 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;
- (d) the Receiving Party is required by law to disclose; or
- (e) has been independently developed by the Receiving Party from information not defined as "Information" in this Agreement.

The Receiving Party shall return or destroy at the Disclosing Party's direction, all Information (including all copies thereof) to the Disclosing Party promptly upon the earliest of any termination of this Contract or the Disclosing Party's written request.

This Contract shall not be deemed to grant any rights with respect to either party's Information other than those expressly set forth herein and shall not be deemed to grant any license whatsoever with respect to any patents, inventions, copyrights, trademarks or trade secrets contained in such Information.

This Article shall survive the termination of this Contract and continue to apply to all Information exchanged by the parties during the period of performance of this Contract.

STANDARDS OF CONDUCT AND BUSINESS PRACTICES

CONTRACTOR COMPLIANCE WITH BPA POLICIES (3-8) (NOV 08)(BPI 3.7.1)

- (a) The contractor shall comply with all BPA policies affecting the BPA workplace environment. Examples of specific policies are:
 - (1) Harassment-free workplace;
 - (2) Non-smoking workplace;
 - (3) Firearms and other weapons (BPAM 1086);
 - (4) Safety and health clauses in this contract;
 - (5) Visits to BPA substations, rights-of-way work sites, other electrical hazardous work sites, and non-electrical hazardous work sites;
 - (6) Standards of conduct regarding transmission information (BPI 3.2);
 - (7) Dissemination of Critical and Sensitive Information, Including Information Pertaining to Critical Infrastructure (BPAM 1081); and
 - (8) Identity verification and background screening for all contractors, and pre-approval for non-US Citizen access to BPA facilities, as prescribed by the BPA Security office procedures.

- (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.

RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(OCT 05) (BPI 3.8.1)

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

INSPECTION AND WARRANTY

WARRANTY - SERVICES (18-11)
(SEP 98)(BPI 18.5.1)

- (a) The Contractor warrants that all services performed under this contract will be performed in a professional manner, be free from defects in workmanship and conform to the requirements of this contract. The Contractor further warrants that any materials provided will be free from defects. This warranty is valid for 1 year from date of acceptance by BPA. The Contracting Officer will give written notice of any defect or nonconformance to the Contractor within a reasonable period of time after discovery.
- (b) Corrections shall be at no cost to BPA, and any services or materials corrected or reperfomed by the Contractor shall be subject to this clause to the same extent as work initially performed.

TERMINATION

TERMINATION FOR THE CONVENIENCE OF BPA (20-2)
(MAY 07)(BPI 20.4.1)

- (a) BPA may terminate all or any part of this contract, at any time, upon written notice to the contractor. Upon receipt of the termination notice, the contractor shall stop work on the terminated portion of the contract.
- (b) The contract amount shall be revised as a result of termination under this clause. On fixed-price contracts the revised amount shall not exceed the pre-termination contract price, excluding payments already received, plus reasonable termination expenses. On cost-reimbursement contracts it will not exceed the total of allowable and allocable costs of performance prior to termination, excluding payments already received, plus reasonable termination expenses, plus an adjustment of the fee on the terminated portion of the contract. No payment will be made for anticipated profits on the terminated portion, or consequential damages, of the contract. The contractor shall submit a settlement proposal within 30 days of the notice of termination.
- (c) The Contracting Officer may direct the disposition of material produced or acquired for the work terminated, or any completed or partially completed items.

TERMINATION FOR DEFAULT (20-3)
(SEP 98)(BPI 20.5.1)

- (a) BPA reserves the right to terminate any or all of any undelivered or unexecuted portion of this contract for cause if the contractor fails to make any delivery, fails to prosecute the work, or to perform as scheduled, or if any of the contract terms are breached. However, the contractor shall not be terminated for default if the failure to perform arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of those causes are: (1) acts of God or of the public enemy, (2) acts of the Government in its sovereign or BPA in its contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather.
- (b) The Contracting Officer may direct the disposition of material produced or acquired for the work terminated, and the disposition of any completed or partially completed items.

DISPUTES

APPLICABLE LAW (21-5)
(SEP 98)(BPI 21.3.12)

Irrespective of the place of performance, this contract will be construed and interpreted according to the federal common law of government contracts, as enunciated and applied by federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the Federal Government. To the extent that the federal common law of government contracts is not dispositive, the laws of the State of Oregon shall apply.

DISPUTES (21-2)
(SEP 98)(BPI 21.3.12)

Disputes arising under or related to this contract will be settled in accordance with Bonneville Purchasing Instructions, Subpart 21.3. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any pending decision of the Contracting Officer regarding matters in dispute.

UNIT 3 — STATEMENT OF WORK

Part A -- General

A.1 Goal of this Contract

Executive Coaching is a coaching service utilizing experienced outside coaches to coach members of the Executive Board in a number of business and development needs.

The goal of this contract is to obtain expert executive development coaching for executives and managers in senior managerial positions or executive candidate programs to enhance the individual's effectiveness and success in the organization.

A.2 Background

Against the backdrop of the rapidly changing energy business environment and technology, changing role of the manager as leader of an increasingly diverse workforce, and changing workforce demographics, senior managers at BPA are challenged to learn ever faster and deliver more with less and in less time. Leadership capability and managerial skills are essential for the individual leader and the organization's success. BPA (Human Capital Management) provides internal consultants and resources to support individual development at all levels, including:

- Self assessment tools (MBTI , KOLBE, Bar-On EQi)
- 360 feedback on competencies to assist in identifying individual strengths and vulnerabilities, including emotional intelligence skills
- Occupational competency success profiles
- Guidance and resources in creating an individual action plan to capitalize on strengths and address identified gaps
- Coaching for development
- Core curriculum addressing common development needs
- An Executive Development Program,

And also recognizes the added value of an external coach expert focused on the development and success of the individual.

There is a current business need for coaching for executives at BPA.

1. On boarding of new executives.
2. Coaching "in place" to develop target leadership competencies, close key skill gaps and improve emotional intelligence.
3. Improve leadership effectiveness as needed.
4. Strengthen skills in dealing with difficult situations.
5. Managing change.

A.3 Location of Project

The onsite work will be performed at the BPA headquarter building located at 905 NE 11th Ave. Portland, Oregon 97232 or in Vancouver, Washington at the BPA Dittmer Complex. Coaching meetings may also occur via telephone.

A.4 BPA-Furnished Property or Services

BPA will provide VOICES 360 feedback services and Bar-On EQi feedback services and information on the organization's leadership competency profiles, BPA specific programs and resources that may support the individual learner's coaching and appropriate on-site meeting/conference rooms, audio-visual equipment, and the names, locations, and phone numbers of the BPA employees contacted in the course of this work.

A.5 Contractor-Furnished Property or Services

The Contractor is required to provide all property and services in support of this contract, except those mentioned under A.4 above.

Part B -- Technical Approach/Tasks

B.1 General Requirements

The Contractor will provide expert coaching to help the individual learner:

- understand their goals and development needs,
- own the current state of strengths, weaknesses and potential career-stalling behavior,
- develop an effective plan to address targeted needs,
- understand personal learning styles,
- secure any needed resources,
- support the learning process through receipt of regular support and feedback, and
- recognize success.

The Contractor will also bring to the attention of BPA Human Capital Management, any recommendations for further services to better address and support common development needs.

B.2 Methods to be Used

Work will include individual one-on-one planning and coaching sessions, any additional interviews necessary to further establish the individual's current competency profile, any further assessments and debriefings, presentations, facilitating project development sessions and group process supporting the development of the executive or candidate being coached.

The Contractor shall use their technical expertise to recommend a specific initial approach. The recommended method is stated in B.3. a. below.

B.3 Specific Requirements/Deliverables

Meet with client to discuss approach, compatibility, etc.

Generally following the coaching process steps outlined below.

Step 1: Assessments

The assessment enables individuals to gain an accurate understanding of their leadership strengths and areas to develop. This process may include assessment tools or a series of interviews conducted by the Coach.

- Coach, Client and Sponsor meet to determine goals and timeline for the coaching process (minimum of three coaching sessions is recommended to be completed within two months time).
- Coach suggests an appropriate assessment tool for the Client to complete.
- Coach/Client determines and agrees upon any other sources of input, feedback and data.
- Insure that the client is clear about their manager's specific business goals and targets for their job; strategies and goals are aligned.
- The Client has also created expectations, business goals and targets for the members of their team; strategies and goals are aligned.

Step 2: Feedback and Planning

Combining assessment results with an understanding of BPA's objectives, Client commits to enhance strengths and enhancing interpersonal behavior, accelerate leadership capability, and/or other personal or professional goals.

- Involving their Sponsor, colleagues, customers and teams as appropriate, Coach and Client create a 3-12 month Coaching Action Plan.
- Coach/Client agree upon a confidentiality agreement that is reviewed with the Sponsor
- Milestones and reviews are identified and scheduled.

Step 3: Action Steps to Goals

Client executes the Coaching Action Plan in the context of their work and goals, with regular checkpoints for obtaining input and assessing progress against specific criteria.

- Client engages in "action steps" agreed to under planning.
- Coach suggests learning activities and offers guidance.
- Coach holds the Client accountable for all agreements.
- Coach/Client/Sponsor meet regularly to review the Coaching Action Plan and to determine progress and next steps.
- Coach tracks client's progress using a log or journal.

Step 4: Evaluation of Process

Client participates in a re-assessment and feedback process that identifies quantitatively and qualitatively where they are achieving or making progress toward the desired professional goals and organizational outcomes. The re-assessment helps to modify the Coaching Action Plan as appropriate.

- Client/Sponsor complete an evaluation on the coaching services rendered using the BPA Coaching Evaluation form.
- Performance to Contract review. Are they achieving their business goals?

Miscellaneous Items to be Included.

The coach may choose to use an assessment or instrument in their coaching consultation that BPA does not generally use. Any outside instruments not currently utilized by BPA must be reviewed internally before use by the coach with the client.

B.4 Time Schedule For Each Coaching Engagement

1. Coach, Client and Sponsor meet to determine goals and timeline for the coaching process (minimum of three coaching sessions is recommended to be completed within two months time)
2. Weekly, bi/weekly, or three times per month coaching sessions for 4 (or 6) months scheduled at mutually agreeable times and at least 14 days in advance of the session.
3. Sessions missed by either coach or learner may be rescheduled at a mutually agreeable time at no cost to BPA.

B.5 Use of Instruments

BPA uses several instruments for an initial assessment. We use the Lominger VOICES 360® feedback assessment. This assesses 67 different work-related competencies for development purposes. BPA also uses the Bar-On EQi instrument to assess emotional intelligence, the Thomas-Kilman conflict Mode Indicator for conflict management, and the Myers-Briggs Type Indicator- Step II, for assessing personality preferences.

The coach may choose to use an assessment or instrument in their coaching consultation that BPA does not generally use. Any outside instruments not currently utilized by BPA must be reviewed internally before use by the coach with the client.

B.6 Leadership Competency Model

To be communicated to the consultant(s) after the contract is awarded.

B.7 Releases Under Master Agreements Procedures

Bonneville may begin issuing Releases immediately upon the creation of the Master Agreements. However, some Agreements may see Releases immediately and some may never result in a Release for work. Should a Release be initiated, work shall be approached as indicated in the Statement of Work under each Release. The

due dates for the tasks and deliverables as detailed in the Statement of Work of each Release will be determined and negotiated before award of the Release.

B.8 Evaluation Measures

Work product will be evaluated by review of work product by the Talent Development and Organizational Effectiveness Project Lead and/or Management.

B.9 Pricing

Prices will be based upon the Contractor established in the Schedule of Prices clause. Specific services will be identified by individual Statement of Work included in each Release issued by BPA. Within each Release, individual tasks will be priced separately based on the defined work, with hours specified for each labor rate and a total for the Release.

Work that is greater than 50 miles from the contractor's home office will include travel allowance, hotel and per diem charges. See travel cost requirements in clause 22-50. Specific Travel must be identified in the Release Statement of Work and must be included in any proposals for work or any budgets prior to BPA issuing a release.

Travel will be reimbursed at actual expense rates in accordance with current Federal Travel Regulations to the extent expenses do not exceed, on a daily basis, the per diem rates in effect at the time of travel.

Part C -- Quality Assurance

Quality assurance will be implemented with each Release. BPA will not initiate new Releases where a contractor fails to meet the requirements of any prior Release. BPA will not initiate new Releases where a contractor's work quality is evaluated as insufficient to meet BPA's technical needs. BPA will provide Contractors, where Releases have been issued, with feedback regarding BPA's analysis of their work so as to assure the contractors are aware of how BPA perceives their products and to help assure the Contractor remains eligible for Releases. BPA is under no obligation to issue a Release to any Contractor under this agreement, even if their work has been exceptional and high quality.

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:
See Page Two

Contract : 00048110
Release : 00001
Page : 1

Vendor:
SCHENCK CONSULTING
2947 NE 31ST AVE
PORTLAND OR 97212

Please Direct Inquiries to:

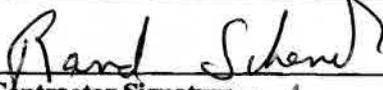
STEPHANIE A. LUKASIK
Title: CONTRACT SPECIALIST
Phone: 503-230-3457
Fax :

Attn: RAND SCHENCK

Contract Title: EXECUTIVE COACHING SERVICES - JETER

Total Value : \$6,800.00
Pricing Method: FIRM FIXED PRICE
Performance Period: 08/23/10 - 02/23/11

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



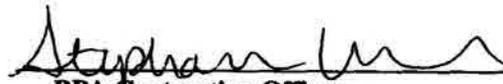
Contractor Signature

Rand Schenck

Printed Name/Title

9/2/2010

Date Signed



BPA Contracting Officer

08/23/2010

Date Signed

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:
See Page 2

Contract : 00048110
Release : 00002
Page : 1

Vendor:
SCHENCK CONSULTING
2947 NE 31ST AVE
PORTLAND OR 97212

Please Direct Inquiries to:

STEPHANIE A. LUKASIK
Title: CONTRACT SPECIALIST
Phone: 503-230-3457
Fax :

Attn: RAND SCHENCK

Contract Title: EXECUTIVE COACHING SERVICES - PETE JETER

Total Value : \$3,200.00
Pricing Method: FIRM FIXED PRICE
Performance Period: 02/25/11 - 05/31/11

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

Rand Schenck
Contractor Signature
Rand Schenck - Executive Coach
Printed Name/Title
2/26/11
Date Signed

Stephanie A. Lukasik
BPA Contracting Officer
2-25-2011
Date Signed



CONTRACT CONTINUATION SHEET

BPA Master Agreement No. 48110 – Release 02 Schenck Consulting Executive Coaching Services

Contracting Officer's Technical Representative (COTR) – Tammy Buteau
/ 503-230-3475 / tmbuteau@bpa.gov

Contracting Officer (CO) – Stephanie Lukasik / 503-230-3457/ salukasik@bpa.gov

1. This Release 02 for Master Agreement 48110 is hereby issued as follows and contains:
 - Signature Page
 - Contract Continuation Sheet
2. The period of performance is February 25, 2011 through May 31, 2011.
3. This is a firm-fixed price release. This release is for Rand Schenck (Coach) for executive coaching services for Non-responsive Funds are authorized in the amount of \$3,200 for the following:

Coaching Session Tasks	Hours	Labor Rate
Mastering the management task cycle and improving versatile leadership.	16	\$200.00
Total	16	\$3,200.00

4. All other terms of the Master Agreement remain unchanged.
5. Please mail invoices marked with Contract Number 48110, Release 2 via email or mail to:

Email: tmbuteau@bpa.gov

Mail: Bonneville Power Administration
Attn: Tammy Buteau/ NHT-1
PO Box 3621
Portland, OR 97208-3621

UNITED STATES
GOVERNMENT

MASTER AGREEMENT

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

See Page 2

Contract : 00048110
Release : 00000
Page : 1

Vendor:
SCHENCK CONSULTING
2947 NE 31ST AVE
PORTLAND OR 97212

Please Direct Inquiries to:

STEPHANIE A. LUKASIK
Title: CONTRACT SPECIALIST
Phone: 503-230-3457
Fax :

Attn: RAND SCHENCK

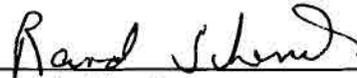
Contract Title: EXECUTIVE COACHING SERVICES

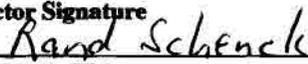
Total Value :

Pricing Method: NO FUNDS OBLIGATED

Payment Terms: % Days Net 30

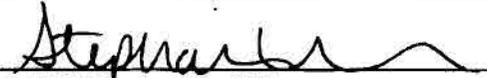
Performance Period: 06/01/10 - 05/31/12



Contractor Signature


Printed Name/Title
4/27/11

Date Signed



BPA Contracting Officer
05/24/11

Date Signed

Contract Modifications

Title : EXERCISE OPTION YEAR 1 - 06/01/11 - 05/31/12

Modification: 001

Modified Performance Period: - 05/31/12

Modification Value:

Pricing Method :

MS NSSF-4

PO Box 3621



Contract Continuation Sheet

Bonneville Power Administration
Master Agreement No. 48110 – Modification No. 01
Schenck Consulting

Contracting Officer's Technical Representative – Bill Zimmerman / 503-230-5165 /
wjzimmerman@bpa.gov
Contracting Officer – Stephanie Lukasik / 503-230-3457 / salukasik@bpa.gov

1. This Modification to the Master Agreement is hereby issued as follows and contains:
 - Signature Page
 - Contract Continuation Sheet
 - Revised Schedule of Prices
2. Pursuant to the PERFORMANCE PERIOD AND OPTIONS (7-7) clause, the period of performance has been extended through May 31, 2012, for Option Year 1. Contractor shall bill in accordance with each Release.
3. Pursuant to the SCHEDULE OF PRICES (22-51) clause in the Master Agreement the hourly rate for this option year is as follows:

Item #	Task	Unit	Unit Price
01	Executive Coaching Services (06/01/2011 – 05/31/2012) OPTION YEAR 1	Hour	\$200.00

4. Please mail invoices marked with contract/release number to:
Bonneville Power Administration
Attn: Bill Zimmerman, NHT-1
PO Box 3621
Portland, OR 97208-3621
wjzimmerman@bpa.gov

**ALL OTHER TERMS AND CONDITIONS AND STATEMENT OF WORK
UNDER THIS MASTER AGREEMENT REMAIN UNCHANGED AND ARE
APPLICABLE TO THIS MODIFICATION.**

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

See Page 2

Contract : 00048110
Release : 00003
Page : 1

Vendor:

SCHENCK CONSULTING
2947 NE 31ST AVE
PORTLAND OR 97212

Please Direct Inquiries to:

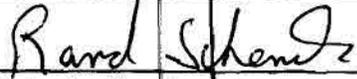
STEPHANIE A. LUKASIK
Title: CONTRACT SPECIALIST
Phone: 503-230-3457
Fax :

Attn: RAND SCHENCK

Contract Title:	COACHING SERVICES FOR HARDEV JUJ
-----------------	----------------------------------

Total Value : \$9800.00
Pricing Method: FIRM FIXED PRICE
Performance Period: 03/01/11 - 04/30/12

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

 Contractor Signature	 BPA Contracting Officer
Rand Schenck Principal - Schenck Consulting Printed Name/Title	07/21/11 Date Signed
7/21/2011 Date Signed	



CONTRACT CONTINUATION SHEET

BPA Master Agreement No. 48110 – Release 03 Schenck Consulting Executive Coaching Services

Contracting Officer's Technical Representative (COTR) – Tammy Buteau
/ 503-230-3475 / tmbuteau@bpa.gov

Contracting Officer (CO) – Stephanie Lukasik / 503-230-3457/ salukasik@bpa.gov

1. This Release 03 for Master Agreement 48110 is hereby issued as follows and contains:
 - Signature Page
 - Contract Continuation Sheet
2. The period of performance is August 01, 2011 through April 30, 2012.
3. This is a firm-fixed price release. This release is for Rand Schenck (Coach) for executive coaching services for Non-responsive Funds are authorized in the amount of \$9,800.00 for the following:

Coaching Session Tasks	Hours	Labor Rate	Total
1. Assessment interviews	8	200/hr	\$1,600.00
2. Develop Action Plan and Provide Feedback	4	200/hr	\$800.00
3. Goals and Action Steps	35	200/hr	\$7,000.00
4. Evaluation	2	200/hr	\$400.00
Total	49		\$9,800.00

4. All other terms of the Master Agreement remain unchanged.
5. Please mail invoices marked with Contract Number 48110, Release 3 via email or mail to:

Email: tmbuteau@bpa.gov
Mail: Bonneville Power Administration

Attn: Tammy Buteau/ NHT-1
PO Box 3621
Portland, OR 97208-3621

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

.See Page 2

Contract : 00048110
Release : 00004
Page : 1

Vendor:
SCHENCK CONSULTING
2947 NE 31ST AVE
PORTLAND OR 97212

Please Direct Inquiries to:

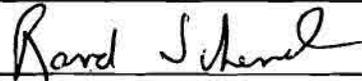
STEPHANIE A. LUKASIK
Title: CONTRACT SPECIALIST
Phone: 503-230-3457
Fax :

Attn: RAND SCHENCK

Contract Title: COACHING SERVICES FOR KAREN MEADOWS - SCHENCK CONSULTING

Total Value : \$1,200.00
Pricing Method: FIRM FIXED PRICE
Performance Period: 10/11/11 - 12/30/11

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



Contractor Signature

Rand Schenck Principle-SC

Printed Name/Title

10/24/11

Date Signed



BPA Contracting Officer

10/11/2011

Date Signed



CONTRACT CONTINUATION SHEET

BPA Master Agreement No. 48110 – Release 04 Schenck Consulting Executive Coaching Services

Contracting Officer's Technical Representative (COTR) – Tammy Buteau
/ 503-230-3475 / tmbuteau@bpa.gov

Contracting Officer (CO) – Stephanie Lukasik / 503-230-3457/ salukasik@bpa.gov

1. This Release 04 for Master Agreement 48110 is hereby issued as follows and contains:
 - Signature Page
 - Contract Continuation Sheet
2. The period of performance is October 11, 2011 through December 30, 2011.
3. This is a firm-fixed price release. This release is for Rand Schenck (Coach) for executive coaching services for **Non-responsive** Funds are authorized in the amount of \$1,200.00 for the following:

Coaching Session Tasks	Hours	Labor Rate	Total
1. Assessment interviews	2	200/hr	\$400.00
2. Develop Action Plan and Provide Feedback	1	200/hr	\$200.00
3. Goals and Action Steps	3	200/hr	\$600.00
Total	6		\$1,200.00

4. All other terms of the Master Agreement remain unchanged.
5. Please mail invoices marked with Contract Number 48110, Release 4 via email or mail to:

Email: tmbuteau@bpa.gov
Mail: Bonneville Power Administration

Attn: Tammy Buteau/ NHT-1
PO Box 3621
Portland, OR 97208-3621

UNITED STATES
GOVERNMENT

MASTER AGREEMENT

HONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

See Page 2

Contract : 00048110
Release : 00000
Page : 1

Vendor:
SCHENCK CONSULTING
2947 NE 31ST AVE
PORTLAND OR 97212

Please Direct Inquiries to:

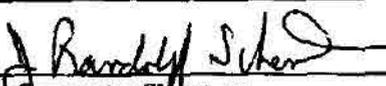
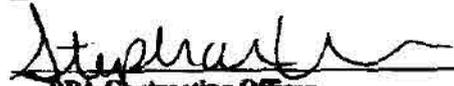
STEPHANIE A. LUKASIK
Title: CONTRACT SPECIALIST
Phone: 503-230-3457
Fax :

Attn: RAND SCHENCK

Contract Title: EXECUTIVE COACHING SERVICES

Total Value :
Pricing Method: NO FUNDS OBLIGATED
Performance Period: 06/01/10 - 05/31/13

Payment Terms: % Days Net 30

 Contractor Signature J Randolph Schenck Principal Printed Name/Title 2/23/2012 Date Signed	 BPA Contracting Officer 2-21-2012 Date Signed
---	---

Title : EXERCISE OPTION YEAR 2 - 06/01/2012 - 05/31/2013

Modification: 002
Modified Performance Period: - 05/31/13
Modification Value:
Pricing Method :



CONTRACT CONTINUATION SHEET

**Bonneville Power Administration
Master Agreement No. 48110 Modification 02
SCHENCK CONSULTING
EXECUTIVE COACHING SERVICES**

Contracting Officer- Stephanie Lukasik / 503.230.3457 / salukasik@bpa.gov
Contracting Officer's Technical Representative- Thomas Schmitz / 503.230.3238/
tjschmitz@bpa.gov

1. This Modification to the Master Agreement is hereby issued as follows and contains:
 - Signature Page
 - Contract Continuation Sheet
 - Attachment 1: Terms and Conditions
2. Pursuant to the PERFORMANCE PERIOD AND OPTIONS (7-7) clause, the period of performance has been extended to May 31, 2013, for Option Year 2. The contractor shall bill in accordance with each Release.
3. Pursuant to the SCHEDULE OF PRICES (22-51) clause in the Master Agreement, the hourly rate for this option year is as follows:

Item #	Task	Unit	Unit Price
003	Executive Coaching Services (06/01/2012 – 05/31/2013) OPTION YEAR 2	Hour	\$200.00

4. The following clauses have been added to the Terms and Conditions in the Master Agreement:
 - CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (3-4)
 - RESTRICTION ON CERTAIN FOREIGN PURCHASES (9-8)
 - NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
 - INSPECTION & ACCEPTANCE – COMMERCIAL SUPPLIES/SERVICES (18-1)
5. The following clauses have been revised in the Terms and Conditions of the Contract:

- PAYMENT (22-12)
 - LIMITATION ON TRAVEL COSTS (22-50)
6. The conformed copy of the Master Agreement Terms and Conditions are hereby attached as Attachment 1 and replaces all previous terms and conditions.

**ALL OTHER TERMS AND CONDITIONS AND STATEMENT OF WORK
UNDER THIS MASTER AGREEMENT REMAIN UNCHANGED AND ARE
APPLICABLE TO THIS MODIFICATION.**

TERMS & CONDITIONS

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UNIT 1 — SCHEDULE

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

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

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

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

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

CONTRACT TYPE (7-1) (SEP 09)(BPI 7.1.9)

This is a Master Agreement under which work requirements may be issued in the form of Releases. Releases placed against this Master Agreement will be made on a **Firm-Fixed-Price** and **Time and Materials** basis.

When the phrase "Task Order" is encountered, substitute the work "Release".

MASTER AGREEMENT: BASIC TERMS (7-6) (SEP 03)(BPI 7.2.5.2.1)

- (a) Effective Period. This agreement is effective upon receipt and acceptance of this Agreement and continues until canceled by BPA or the Contractor in writing, or the date in Block 5, Page 1 of this master agreement, whichever occurs first.
- (b) BPA's Obligation. This agreement places no obligation on BPA to purchase a minimum amount of supplies or services. BPA is obligated only to the extent of authorized orders actually placed against this agreement.
- (c) Order Placement, Confirmation and Contract Formation. Only orders placed by individuals specifically authorized by the Contracting Officer will be considered valid orders. Orders may also be issued orally or by facsimile. Orders may also be issued electronically as an unalterable, electronic read-only formatted document transmitted via the Internet. A binding order will be formed when the Contracting Officer or his/her authorized representative transmits to the Contractor a complete and legible order that includes an order (release) number and the contract number, and receives from the Contractor a written or facsimile or electronic Internet confirmation. An order or confirmation transmitted via facsimile or the Internet will be deemed "writings." There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Items.
- (d) Order Numbers. An "order number" will be the identifying number for each order placed against this agreement. Both this order number and the Master Agreement Number must be included on all correspondence, packing lists, invoices, etc.
- (e) Delivery Tickets. All deliveries made under this agreement shall be accompanied by a delivery ticket or sales slip which shall contain the following minimum information: (1) Name of Contractor; (2) Master Agreement Number; (3) Date of order; (4) Name of BPA employee placing order; (5) Order number; (6) Itemized list of

supplies or services furnished (quantity, unit price, and extended price, less discounts; and (7) Date of delivery or shipment.

- (f) Variation In Quantity. No variation in the quantity of any item ordered will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this agreement or in any specific order.
- (g) Transportation Charges. No allowance will be made for packing, cartage, carting, or transportation charges unless specifically provided elsewhere in this agreement or unless provided at the time a specific order is placed.
- (h) Inspection and Acceptance. Inspection and acceptance will be at the place specified in each order for delivery or performance.
- (i) Taxes and Duties. The price includes all applicable Federal, State, and local taxes and duties in effect on the date an order is placed, but does not include any taxes from which BPA, the Supplier, or any specific order is exempt. Upon request of the Supplier, BPA shall furnish a Tax Exemption Certificate or similar evidence of exemption, if appropriate, with respect to any such tax not included in the price pursuant to this clause.
- (j) Payment.
- (1) Payment Due Date. Payment shall be due not later than thirty (30) calendar days after the later of the date on which BPA actually receives a proper invoice in the designated billing office or the date when the items delivered or completed services are accepted by BPA. For purposes of payment only, items will be deemed accepted not later than seven (7) working days after proper delivery. If delivered items or completed services are found defective, the provisions of this paragraph will be reapplied upon receipt of a corrected item or service.
- (2) Invoices. Suppliers may invoice monthly or at more frequent intervals as may be agreed to by the CO. Invoices shall include:
- supplier's name and address;
 - invoice date;
 - master agreement number;
 - order number;
 - description of products delivered or work performed;
 - price and quantity of item(s) actually delivered or rendered identified separately by order number;
 - the name and address of the person to whom payment will be made, and
 - name (where practicable), title, phone number, and mailing address of person to be notified in event of a defective invoice.

If the order is for supplies, each invoice shall also contain a reference to each delivery ticket and shall be supported by a copy of the delivery ticket. Failure to submit a proper invoice may result in a delay in payment.

- (3) Prompt Payment Act. This agreement is subject to the provisions of the Prompt Payment Act (31 U.S.C. 3901 et seq.), and the regulations at 5 CFR Part 1315.
- (4) Interest Penalty Payments. If interest penalty payments are determined due under the provisions of the Prompt Payment Act, payment shall be made at the rates determined by the U.S. Treasury, Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611).

**RELEASES (7-50)M
(SEP 09)**

- (a) During the period of performance of this contract, written "draft" Releases will be issued to the Contractor by the Contracting Officer's Technical Representative (COTR). These releases shall specify:
- (1) the task(s) to be performed,
 - (2) the schedule of performance, and
 - (3) identification of all deliverables required.
- (b) The Contractor shall submit, within fifteen (15) calendar days after receipt of the Release, a Plan. The Plan is the Contractor's overall estimate for the completion of the Release and shall include the following:
- (1) dates of commencement and completion of work, and any necessary revision(s) to BPA's Schedule of Performance;
 - (2) a list of personnel to be assigned to the task;
 - (3) labor hours estimated to complete the task;
 - (4) identification of other direct costs, i.e., travel, materials, etc., estimated to complete the task;
 - (5) an estimate for subcontractors; and
 - (6) the total estimated cost for completion of the Release.
- (c) The COTR will review the Plan to determine that the Contractor has complete understanding of the assignment(s). The CO will review the proposed estimated costs will also be reviewed for reasonableness and allowability. Discussions between the CO, COTR and the Contractor may be effected to clarify any uncertainties and resolve any disagreements with respect to the Contractor's proposed Plan to guarantee that both parties have a complete understanding of the assignment(s).
- (d) The Contractor shall incur costs under this Agreement only in the performance of Release and revisions to Release as issued by the CO. No other costs are authorized without the express written consent of the CO.
- (e) This ordering procedure is subject to the "Contract Ceiling Limitation" and "Period of Performance" clauses of the Master Agreement. The Contractor is not authorized to incur costs on Releases which are not in compliance with any of those clauses of the Contract.

**RELEASE ORDER SYSTEM (7-55)M
(SEP 09)**

- (a) BPA will assign specific jobs by the Release Order System. Funds for work performed under this contract are committed at the time the Task Order is issued.
- (b) A ceiling amount or firm-fixed price will be determined by mutual agreement for each order placed.
- (c) The COTR shall review and approve the Contractor's estimated performance schedule and proposed level of effort. The CO will review and approve pricing for the Release.

**PERFORMANCE PERIOD AND OPTIONS (7-7)
(MAY 10)(BPI 7.2.7.1)**

- (a) This is a 1 year year contract with options to extend for 4 additional 1 year periods.

(b) BPA may unilaterally extend the term of this contract by written notice to the Contractor. BPA will give the Contractor preliminary notice of its intent to extend at least 30 days before the contract expires.

**SCHEDULE OF PRICES (22-51)
(MAY 08)**

The contractor shall provide the following hourly rates in accordance with the statement of work.

Work that is greater than 50 miles from the contractor's home office will include travel allowance, hotel and per diem charges. See travel cost requirements in clause 22-50. Specific Travel must be identified in the Release Statement of Work and must be included in any proposals for work or any budgets prior to BPA issuing a release.

Travel will be reimbursed at actual expense rates in accordance with current Federal Travel Regulations to the extent expenses do not exceed, on a daily basis, the per diem rates in effect at the time of travel.

<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
001	Base Year (06/01/2010 – 05/31/2011)	Hour	\$200
002	Option Year 1 (06/01/2011 – 05/31/2012)	Hour	\$200
003	Option Year 2 (06/01/2012 – 05/31/2013)	Hour	\$200
004	Option Year 3 (06/01/2013 – 05/31/2014)	Hour	\$200
005	Option Year 4 (06/01/2014 – 05/31/2015)	Hour	\$200

**PRICE ADJUSTMENT (7-2)M
(SEP 09)(BPI 7.1.9)**

- (a) From the contract award date, through the remainder of the contract and any year option periods exercised, the "hourly rates" identified in the Schedule of Prices may be adjusted upward at an increase of up to 5%.
- (b) On each anniversary of the date of award, if an option year is exercised, the approved percent of increase will be up to five percent and will be computed by the Contracting Officer. The adjustment is warranted in accordance for the services rendered with meeting the following criteria stated below with a rating scale for monitoring performance.
- Develops professional and quality instructional design, delivery and evaluation methods.
 - Performs effective training consultation, developed accurate training needs analysis in a timely manner and before deadlines.
 - Fosters collaboration working relationships with team members and customers to produce objectives.
 - Develops curriculum design-course work development and evaluation of program for meeting requirements.
 - Meets short deadlines and turnaround revisions for the program, and coordination of multiple deliverables within a project.
- (c) No upward adjustment shall apply to supplies or services which are required to be delivered or performed prior to the effective date of the adjustment unless the Contractor's failure to deliver or perform in accordance with schedules results from causes beyond the control and without the result or negligence of the Contractor.

CONTINUITY OF SERVICES (23-1)
(SEP 98)(BPI 23.1.6)

- (a) The Contractor recognizes that the services under this contract are vital to BPA and must be continued without interruption and that, upon contract expiration, a successor, either BPA 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 98)(BPI 23.1.6)

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. (List key personnel below)

Rand Schenck

UNIT 2 — CONTRACT CLAUSES

PAYMENT AND TAXES

ELECTRONIC FUNDS TRANSFER PAYMENT (22-20) (OCT 07)(BPI 22.6.2)

- (a) Payment Method. Payments under this contract, including invoice and contract financing payments, will be made by electronic funds transfer (EFT). Contractors are required to provide its taxpayer identification number (TIN) and other necessary banking information as per paragraph (c) of this clause to receive EFT payment.
- (b) Contractor EFT arrangement with a financial institution or authorized payment agent. The Contractor shall designate to BPA, as per paragraph (c) of this clause, and maintain at its own expense, a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under all BPA contracts, unless the BPA Vendor File Maintenance Team is notified of a change as per paragraph (d) of this clause. An initial designation should be submitted after award, but no later than three weeks before an invoice or contract financing request is submitted for payment.
- (c) Submission of EFT banking information to BPA. The Contractor shall submit EFT enrollment banking information directly to BPA Vendor File Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification. This form is available either from the Contracting Officer(CO) or from the Vendor File Maintenance Team. Submit completed enrollment form to the Vendor Team. Contact and mailing information:
- Bonneville Power Administration
PO Box 491
ATTN: NSTS - MODW Vendor Maint.
Vancouver, WA 98666-0491
- E-mail Address: VendorMaintenance@BPA.gov
Phone: (360) 418-2800
Fax: (360) 418-8904
- (d) Change in EFT information. In the event that EFT information changes or the Contractor elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the Contractor shall be responsible for providing the changed information to the BPA Vendor File Maintenance Team office. The Vendor Maintenance Team must be notified 30 days prior to the date such change is to become effective.
- (e) Suspension of Payment. BPA is not required to make any payment under this contract until receipt of the correct EFT payment information from the Contractor.
- (f) EFT and prompt payment. BPA shall pay no penalty on delay of payment resulting from defective EFT information. BPA will notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the assignee shall provide the assignee's EFT information required by paragraph (c) of this clause.

**INVOICES AND PAYMENT FOR TASK ORDERS OR TASK ASSIGNMENTS (22-53)
(SEP 98)**

- (a) For Task Orders/Assignments placed on a time and materials basis, BPA shall reimburse the Contractor for work performed hereunder in amounts which total shall not exceed the agreed-upon ceiling amount for each task order issued, unless expenditure of an additional amount is approved in writing by the Contracting Officer. Invoices shall be submitted in accordance with the payment provisions specified in the clause titled "Payment".
- (b) For Task Orders/Assignments placed on a fixed price basis, BPA shall pay the Contractor for work performed hereunder in accordance with the payment schedule described in the Task Order. Invoices shall be submitted in accordance with the payment provisions specified in the clause titled "Payment".

**BASIS OF PAYMENT -- PROGRESS PAYMENTS (22-3)
(SEP 98)(BPI 22.1.3)**

[Applies to releases awarded on a firm fixed price basis]

- (a) Progress payments. BPA shall make progress payments as the work proceeds based on the stage or percentage of work accomplished. The Contractor shall furnish a breakdown of the work as a percentage of the total contract price, in such detail as required by the CO.
- (b) Title to all material and work covered by progress payments shall pass to BPA at the time of payment. This shall not be construed as--
 - (1) Relieving the Contractor from the sole responsibility for all work upon which payments have been made or the restoration of any damaged work; or
 - (2) Waiving the right of BPA to require the fulfillment of all of the terms of the contract.
- (c) Partial Payments. Unless otherwise specified, payment shall be made after acceptance of any portion of the work delivered or rendered for which a price is separately stated in the contract.
- (d) Final Payment. BPA shall pay the amount due the Contractor under this contract after completion and acceptance of all work and after presentation of a release of all claims against BPA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of any assignee if the Contractor's claim to amounts payable under this contract has been assigned.

**BASIS OF PAYMENT -- TIME-AND-MATERIALS CONTRACTS (22-4)
(SEP 98)(BPI 22.1.3)**

[Applies to releases awarded on a time and materials basis]

BPA shall pay the Contractor as follows after submission of invoices approved by the CO. The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services.

- (a) Hourly Rate.
 - (1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. The Contractor shall substantiate invoices by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the CO.
 - (2) Overtime. The hourly rates shall not be varied by virtue of the Contractor having performed work on an overtime basis unless the CO has specifically authorized overtime and the contract includes overtime rates.

- (b) **Materials.** Allowable costs of direct materials shall be determined by the CO in accordance with Part 13 of the BPI in effect on the date of this contract. Reasonable and allocable material handling costs may be included in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices, consistent with Part 13 of the BPI. Direct materials are those materials which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.
- (c) **Travel Costs.** 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 Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
- (d) **Subcontracts.** The cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause, if such costs are consistent with Part 13 of the BPI. Reimbursable costs in connection with subcontracts shall be limited to the amounts paid to the subcontractor. Reimbursable costs shall not include any costs arising from the letting, administration or supervision of performance of the subcontract, if the costs are included in the hourly rates in the Schedule.
- (e) **Responsibility to obtain best overall price.** To the extent able, the Contractor shall--
- (1) Obtain materials, subcontracts, and travel at the most advantageous prices available with due regard to securing prompt delivery of satisfactory products and services; and
 - (2) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits and additionally, give credit to BPA for any amounts that have accrued to the benefit of the Contractor or would have accrued except for the fault or neglect of the contractor. When unable to take advantage of the benefits, the Contractor shall promptly notify the CO and give the reasons.
- (f) **Material the Contractor regularly sells to the public.** If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding (e)(1) above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to BPA; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.
- (g) **Audit.** At any time before final payment under this contract the CO may audit the invoices and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the CO not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the invoice designated by the Contractor as the "final invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract, BPA shall promptly pay any balance due the Contractor.
- (h) **Refunds.** The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to BPA. The Contractor and each assignee shall assign to BPA all such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the CO.

PAYMENT (22-12)
(AUG 11)(BPI 22.2.5)

- (a) **Payment Due Date.** Payment (including partial payments or progress payments, if authorized, shall be due not later than thirty (30) calendar days after the later of the date on which BPA actually receives a proper invoice in the designated billing office or the date when the items delivered or completed services are

accepted by BPA. According to the Prompt Payment Act, a proper invoice to a Federal Agency is to include bank account information requisite to enable Electronic Funds Transfer (EFT) as method of payment. For purposes of payment only, items will be deemed accepted not later than seven (7) calendar days after proper delivery. If delivered items or completed services are found defective, the provisions of this paragraph will be reapplied upon receipt of a corrected item or service.

(b) Billing Instructions.

(1) Invoices must include the contractor's name and address, invoice date, contract number, task order number (if applicable), contract line item number, description of products delivered or work performed, price and quantity of item(s) actually delivered or rendered (amounts billed for work performed under a task order must be separately identified by task order number), and the name and address of the person to whom payment will be made, and name (where practicable), title, phone number, mailing address of person to be notified in event of a defective invoice and bank account information required to enable Electronic Funds Transfer (EFT) as method of payment (Invoices will not require banking information if the contractor has that information on file at BPA). Failure to submit a proper invoice may result in a delay in payment including a rejection of invoice pending receipt of a properly amended invoice.

(2) Contractors may bill monthly, or at more frequent intervals as may be agreed to by the CO. The contractor may submit invoices electronically (e-mail, fax, etc.).

(c) Payment Method. Payments under this contract will be made by electronic funds transfer whenever possible, or by check in very limited circumstances, at the option of BPA.

(d) Prompt Payment Act. This contract is subject to the provisions of the Prompt Payment Act (31 U.S.C. 3901 et seq.), and regulations at 5 CFR Part 1315.

(e) Interest Penalty Payments. If interest penalty payments are determined due under the provisions of the Prompt Payment Act, payment shall be made at the rates determined by the U.S. Treasury Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611).

**CONTRACT CEILING LIMITATION (22-7)
(SEP 98)(BPI 22.1.3)**

[Applies to releases awarded on a time and materials basis]

(a) The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the contract ceiling. The contract ceiling includes all estimated costs (both direct and indirect) and any fee allowance. If this is a cost-sharing contract, the contract ceiling includes both BPA's and the Contractor's share of the cost.

(b) Notification of CO. The Contractor shall notify the CO in writing at the first indication that the total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

(c) Revised Estimate. As part of the notification, the Contractor shall provide the CO a revised estimate of the total cost of performing this contract.

(d) Contract Ceiling.

(1) BPA is not obligated to reimburse the Contractor for costs incurred in excess of the contract ceiling specified in the Schedule or, if this is a cost-sharing contract, the estimated cost to BPA specified in the Schedule; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the contract ceiling specified in the Schedule, until the CO notifies the Contractor in writing that the contract ceiling has been increased.

- (e) No notice, communication, or representation, or from any person other than the CO, shall affect this contract's contract ceiling.
- (f) If this contract is terminated or the contract ceiling is not increased, BPA and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

FEDERAL, STATE, AND LOCAL TAXES (22-15)
(SEP 98)(BPI 22.5.3.4)

- (a) The contract price shall include all applicable Federal, State, and local taxes and duties.
- (b) The contract price shall be increased by the amount of any after-imposed Federal excise tax or duty, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price.
- (c) The contract price shall be decreased by the amount of any after-relieved Federal excise tax or duty.
- (d) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the CO.
- (e) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.
- (f) Notwithstanding any of the above provisions for adjustment of the contract price in the event of a change in a Federal excise tax or duty after the contract date, no increase in the contract price shall be made for any duty imposed under the Tariff Act of 1930, as amended, (19 U.S.C. 1303) or the Anti-dumping Act of 1921, as amended (19 U.S.C. 160-171).

GENERAL CONTRACT ADMINISTRATION

APPLICABLE REGULATIONS (1-1) (NOV 08)(BPI 1.3.1)

Purchases made by the Bonneville Power Administration are subject to the policies and procedures outlined in the Bonneville Purchasing Instructions. The BPI is available without charge on the Internet at <http://www.bpa.gov>. Copies are available for purchase from the Head of the Contracting Activity. The public may purchase unbound copies of the BPI from the Head of the Contracting Activity – DGP-7, Bonneville Power Administration, P.O. Box 3621, Portland, Oregon 97208. The cost is \$30.00. Subscriptions are not available.

POST AWARD ORIENTATION (14-19) (SEP 07)(BPI 14.5.3)

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

SUBCONTRACTS (14-7) (SEP 98)(BPI 14.9.1)

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

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

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

STOP WORK ORDER (14-14) (SEP 98)(BPI 14.12.1)

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

CHANGES - FIXED-PRICE (14-8)
(SEP 98)(BPI 14.10.5.1.1)

[Applies to releases awarded on a firm fixed price basis]

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract to any one or more of the following:
- (1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for BPA in accordance with the drawings, designs, or specifications.
 - (2) Method of shipment or packing.
 - (3) Place of delivery or performance.
 - (4) Description of services to be performed.
 - (5) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (6) BPA-furnished property.
 - (7) Place of inspection or acceptance.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order, but not later than final payment.
- (d) Failure to agree to any adjustment shall be a dispute under a disputes clause if one is included in this contract. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) Constructive Changes. If the Contractor considers that a BPA action or inaction constitutes a change to the contract (constructive change), and the change is not identified as such in writing and signed by the CO, the Contractor shall promptly notify the CO in writing. No equitable adjustment will be made for costs incurred more than 20 days before the Contractor gives written notice of the constructive change.
- (f) Notwithstanding other provisions herein, only the Contracting Officer, or persons specifically delegated authority to do so by the Contracting Officer, are authorized to orally modify or affect the terms of this contract. Contractor response to oral direction from any other source is at its own risk of liability.

CHANGES - TIME-AND-MATERIALS (14-10)
(SEP 98)(BPI 14.10.5.1.1)

[Applies to releases awarded on a time and materials basis]

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract to any one or more of the following:
- (1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for BPA in accordance with the drawings, designs, or specifications.
 - (2) Method of shipment or packing.
 - (3) Place of delivery or performance.

- (4) Description of services to be performed.
 - (5) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (6) BPA-furnished property.
 - (7) Place of inspection or acceptance.
- (b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the (1) ceiling price, (2) hourly rates, (3) delivery schedule, and (4) other affected terms, and shall modify the contract accordingly.
 - (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order, but not later than final payment.
 - (d) Failure to agree to any adjustment shall be a dispute under a disputes clause, if one is included in this contract. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
 - (e) Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, shall not be increased or considered to be increased except by specific written modification of the contract indicating the revised contract estimated cost and, if this contract is incrementally funded, the additional amount allotted to the contract. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the Contract Ceiling Limitation clause of this contract.
 - (f) Notwithstanding other provisions herein, only the Contracting Officer, or persons specifically delegated authority to do so by the Contracting Officer, are authorized to orally modify or affect the terms of this contract. Contractor response to oral direction from any other source is at its own risk of liability.

**MODIFICATION COST PROPOSAL - PRICE BREAKDOWN (14-13)
(SEP 98)(BPI 14.10.5.1.1)**

- (a) The contractor, in connection with any proposal it makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. The breakdown shall be in enough detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added or changed. Any amount claimed for subcontracts shall be supported by similar price breakdowns from those subcontractors.
- (b) In addition, if the proposal includes a time extension, a justification thereof shall also be furnished. Notwithstanding any other provisions of this contract, it is mutually understood that the time extension for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of work. The contract completion dates will be extended only for those specific elements so delayed and the remaining contract completion dates for all other portions of the work will not be altered.
- (c) The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Contracting Officer.

**SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BPA FACILITIES (23-4)
(MAY 07)(BPI 23.4.1)**

- (a) The following definitions shall apply to this contract:
 - (1) "Access" means the ability to enter BPA facilities as a direct or indirect result of the work required under this contract.

- (2) "Sensitive unclassified data" 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 data may include, but are 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 within the meaning of 18 U.S.C. 1905 and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled nuclear information within the meaning of 42 U.S.C. 2168; critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) BPA personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at BPA. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide BPA with information to determine an individual's initial eligibility or continued eligibility for access to BPA facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting BPA property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire for Non Sensitive Positions and submit it to BPA for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer-term contract employees will occur at periodic intervals, generally of five years.
- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to BPA facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of BPA property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
- (1) Any behavior, activities, or associations that 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.
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, BPA shall notify the contractor, who will then inform the individual of the determination and the reasons 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 COTR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.

- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of BPA's information resources must participate annually in a BPA-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any BPA-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COTR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to BPA facilities and/ or computer systems.

**ORDER OF PRECEDENCE (14-3)
(SEP 98)(BPI 14.4.1.1)**

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications or statement of work); (b) contract clauses; (c) the specifications or statement of work; and (d) other documents, exhibits, and attachments.

**HOMELAND SECURITY (14-17)
(NOV 08)(BPI 14.18.3)**

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

**CONFIDENTIALITY (14-103)
(APR 09)**

During the term of this Contract, either party (the "Disclosing Party") may disclose confidential information (the "Information"), to the other party (the "Receiving Party"). Information shall mean any information that is owned or controlled by Disclosing Party 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 Disclosing Party that Disclosing Party 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, models or data.

The Receiving Party shall hold the Disclosing Party's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. The Receiving Party shall give such Information at least such protection as the Receiving Party gives its own information and data of the same general type, but in no event less than reasonable protection. The Receiving Party shall not use or make copies of the Disclosing Party's Information for any purpose other than as contemplated by the terms of this Contract. The Receiving Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, consultants, contractors

and subcontractors who have a verifiable need to know in connection with this Contract. The Receiving Party shall, by written agreement, require each person to whom, or entity to which, it discloses the Disclosing Party's Information to give such Information at least such protection as the Receiving Party itself is required to give such Information under this Contract. The Receiving Party's confidentiality obligations hereunder shall not apply to any portion of the Disclosing Party's Information which:

- (a) has become a matter of public knowledge other than through an act or omission of the Receiving Party;
- (b) has been made known to the Receiving Party by a third party in accordance with such third party's legal rights without any restriction on disclosure;
- (c) was in the possession of the Receiving Party prior to the disclosure of such Information by the Disclosing Party 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;
- (d) the Receiving Party is required by law to disclose; or
- (e) has been independently developed by the Receiving Party from information not defined as "Information" in this Agreement.

The Receiving Party shall return or destroy at the Disclosing Party's direction, all Information (including all copies thereof) to the Disclosing Party promptly upon the earliest of any termination of this Contract or the Disclosing Party's written request.

This Contract shall not be deemed to grant any rights with respect to either party's Information other than those expressly set forth herein and shall not be deemed to grant any license whatsoever with respect to any patents, inventions, copyrights, trademarks or trade secrets contained in such Information.

This Article shall survive the termination of this Contract and continue to apply to all Information exchanged by the parties during the period of performance of this Contract.

STANDARDS OF CONDUCT AND BUSINESS PRACTICES

CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (3-4) (MAY 11) (BPI 3.7.1)

- (a) Definitions. As used in this clause--
 - "Driving"—(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. (2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.
 - "Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.
- (b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while driving, dated October 1, 2009.
- (c) The Contractor should adopt and enforce policies that ban text messaging while driving —(1) Company-owned or -rented vehicles or Government-owned vehicles; or (2) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$10,000.

**CONTRACTOR COMPLIANCE WITH BPA POLICIES (3-8)
(NOV 08)(BPI 3.7.1)**

- (a) The contractor shall comply with all BPA policies affecting the BPA workplace environment. Examples of specific policies are:
- (1) Harassment-free workplace;
 - (2) Non-smoking workplace;
 - (3) Firearms and other weapons (BPAM 1086);
 - (4) Safety and health clauses in this contract;
 - (5) Visits to BPA substations, rights-of-way work sites, other electrical hazardous work sites, and non-electrical hazardous work sites;
 - (6) Standards of conduct regarding transmission information (BPI 3.2);
 - (7) Dissemination of Critical and Sensitive Information, Including Information Pertaining to Critical Infrastructure (BPAM 1081); and
 - (8) Identity verification and background screening for all contractors, and pre-approval for non-US Citizen access to BPA facilities, as prescribed by the BPA Security office procedures.
- (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.

**RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(OCT 05) (BPI 3.8.1)**

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

SOCIO-ECONOMIC ISSUES

**RESTRICTION ON CERTAIN FOREIGN PURCHASES (9-8)
(MAY 11) (BPI 9.3.2)**

- (a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.
- (b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(DEC 10) (BPI 10.3.1)**

- (a) During the term of this contract, the Contractor shall post a notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places, in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).
- (1) Physical posting of the employee notice shall be in conspicuous' places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.
- (2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of labor's website that contains the full text of the poster. The link to the Department's website, as referenced 'in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."
- (b) This required notice, printed by the Department of Labor, can be:
- (1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office or the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs; or
- (2) Provided by the Federal contracting agency, if requested; or
- (3) Downloaded from the Office of Labor-Management Standards web site at:
- www.dol.gov/olms/regs/compliance/EO13496.htm; or**
- (4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.
- (c) The required text of the Employee Notification referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.
- (d) The Contractor shall comply with all provisions of the Employee Notice and related rules, regulations, and orders of the Secretary of Labor.
- (e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a)-(d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 471, which implements E.O. 13496 or as otherwise provided by law.
- (f) Subcontracts
- (1) The Contractor shall include the substance of the provisions of paragraphs (a)-(f) of this clause in every subcontract that exceeds \$10,000 unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.
- (2) The Contractor and subcontractor are not permitted to procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this subpart.

- (3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for non compliance.
- (4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

INSPECTION AND WARRANTY

INSPECTION AND ACCEPTANCE - COMMERCIAL SUPPLIES/SERVICES (18-1) (MAY 11)(BPI 18.3.1)

- (a) The Contractor shall only tender for acceptance those items or services that conform to the requirements of this contract. BPA reserves the right to inspect or test any supplies or services that have been tendered for acceptance. BPA may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, BPA may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. BPA must exercise its post-acceptance rights --
 - (1) Within a reasonable time after the defect was discovered or should have been discovered; and
 - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

WARRANTY - SERVICES (18-11) (SEP 98)(BPI 18.5.1)

- (a) The Contractor warrants that all services performed under this contract will be performed in a professional manner, be free from defects in workmanship and conform to the requirements of this contract. The Contractor further warrants that any materials provided will be free from defects. This warranty is valid for 1 year from date of acceptance by BPA. The Contracting Officer will give written notice of any defect or nonconformance to the Contractor within a reasonable period of time after discovery.
- (b) Corrections shall be at no cost to BPA, and any services or materials corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed.

TERMINATION

TERMINATION FOR THE CONVENIENCE OF BPA (20-2) (MAY 07)(BPI 20.4.1)

- (a) BPA may terminate all or any part of this contract, at any time, upon written notice to the contractor. Upon receipt of the termination notice, the contractor shall stop work on the terminated portion of the contract.
- (b) The contract amount shall be revised as a result of termination under this clause. On fixed-price contracts the revised amount shall not exceed the pre-termination contract price, excluding payments already received, plus reasonable termination expenses. On cost-reimbursement contracts it will not exceed the total of allowable and allocable costs of performance prior to termination, excluding payments already received, plus reasonable termination expenses, plus an adjustment of the fee on the terminated portion of the contract. No payment will be made for anticipated profits on the terminated portion, or consequential damages, of the contract. The contractor shall submit a settlement proposal within 30 days of the notice of termination.
- (c) The Contracting Officer may direct the disposition of material produced or acquired for the work terminated, or any completed or partially completed items.

TERMINATION FOR DEFAULT (20-3)
(SEP 98)(BPI 20.5.1)

- (a) BPA reserves the right to terminate any or all of any undelivered or unexecuted portion of this contract for cause if the contractor fails to make any delivery, fails to prosecute the work, or to perform as scheduled, or if any of the contract terms are breached. However, the contractor shall not be terminated for default if the failure to perform arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of those causes are: (1) acts of God or of the public enemy, (2) acts of the Government in its sovereign or BPA in its contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather.
- (b) The Contracting Officer may direct the disposition of material produced or acquired for the work terminated, and the disposition of any completed or partially completed items.

DISPUTES

APPLICABLE LAW (21-5)
(SEP 98)(BPI 21.3.12)

Irrespective of the place of performance, this contract will be construed and interpreted according to the federal common law of government contracts, as enunciated and applied by federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the Federal Government. To the extent that the federal common law of government contracts is not dispositive, the laws of the State of Oregon shall apply.

DISPUTES (21-2)
(SEP 98)(BPI 21.3.12)

Disputes arising under or related to this contract will be settled in accordance with Bonneville Purchasing Instructions, Subpart 21.3. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any pending decision of the Contracting Officer regarding matters in dispute.

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

See Page 2

Contract : 00048110
Release : 00005
Page : 1

Vendor:

SCHENCK CONSULTING
2947 NE 31ST AVE
PORTLAND OR 97212

Please Direct Inquiries to:

STEPHANIE A. LUKASIK
Title: CONTRACT SPECIALIST
Phone: 503-230-3457
Fax :

Attn: RAND SCHENCK

Contract Title: RAND SCHENCK COACHING FOR KAREN MEADOWS

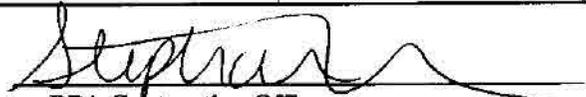
Total Value : \$1,800.00
Pricing Method: FIRM FIXED PRICE
Performance Period: 03/06/12 - 04/13/12

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

Contractor Signature

Printed Name/Title

Date Signed


BPA Contracting Officer
03/06/2012
Date Signed



CONTRACT CONTINUATION SHEET

BPA Master Agreement No. 48110 – Release 05 Schenck Consulting Executive Coaching Services

Contracting Officer's Technical Representative (COTR) – Tammy Buteau
/ 503-230-3475 / tmbuteau@bpa.gov

Contracting Officer (CO) – Stephanie Lukasik / 503-230-3457/ salukasik@bpa.gov

1. This Release 05 for Master Agreement 48110 is hereby issued as follows and contains:
 - Signature Page
 - Contract Continuation Sheet
2. The period of performance is March 06, 2012 through April 13, 2012.
3. This is a firm-fixed price release. This release is for Rand Schenck (Coach) for executive coaching services for Non-responsive . Funds are authorized in the amount of \$1,800.00 for the following:

Coaching Session Tasks	Hours	Labor Rate	Total
1. Assessment interviews	3	200/hr	\$600.00
2. Develop Action Plan and Provide Feedback	1	200/hr	\$200.00
3. Goals and Action Steps	4	200/hr	\$800.00
Total	8		\$1,800.00

4. All other terms of the Master Agreement remain unchanged.
5. Please mail invoices marked with Contract Number 48110, Release 5 via email or mail to:

Email: tmbuteau@bpa.gov
Mail: Bonneville Power Administration

Attn: Tammy Buteau/ NHT-1
PO Box 3621
Portland, OR 97208-3621

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

.See Page 2

Contract : 00048110
Release : 00006
Page : 1

Vendor:

SCHENCK CONSULTING
2947 NE 31ST AVE
PORTLAND OR 97212

Please Direct Inquiries to:

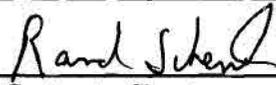
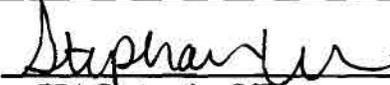
STEPHANIE A. LUKASIK
Title: CONTRACT SPECIALIST
Phone: 503-230-3457
Fax :

Attn: RAND SCHENCK

Contract Title: RAND SCHENCK COACHING FOR DARBY COLLINS

Total Value : \$2,400.00
Pricing Method: FIRM FIXED PRICE
Performance Period: 04/30/12 - 10/30/12

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

 _____ Contractor Signature	 _____ BPA Contracting Officer
Rand Schenck _____ Printed Name/Title	5/29/2012 _____ Date Signed
5/21/2012 _____ Date Signed	



CONTRACT CONTINUATION SHEET

BPA Master Agreement No. 48110 – Release 06
Schenck Consulting
Executive Coaching Services

Contracting Officer's Technical Representative (COTR) – Tom Schmitz
/ 503-230-3238 / tjschmitz@bpa.gov

Contracting Officer (CO) – Stephanie Lukasik / 503-230-3457 / salukasik@bpa.gov

1. This Release 06 for Master Agreement 48110 is hereby issued as follows and contains:
 - Signature Page
 - Contract Continuation Sheet
2. The period of performance is April 30, 2012 through October 30, 2012.
3. This is a firm-fixed price release. This release is for Rand Schenck (Coach) for executive coaching services for **Non-responsive** Funds are authorized in the amount of \$2,400.00 for the following:

Coaching Session Tasks	Hours	Labor Rate	Total
1. Assessment interviews	2	200/hr	\$400.00
2. Develop Action Plan and Provide Feedback	1	200/hr	\$200.00
3. Goals and Action Steps	9	200/hr	\$1800.00
Total	12		\$2,400.00

4. All other terms of the Master Agreement remain unchanged.
5. Please mail invoices marked with Contract Number 48110, Release 6 via email or mail to:

Email: tjschmitz@bpa.gov
 Mail: Bonneville Power Administration
 Attn: Tom Schmitz / NHT-1
 PO Box 3621
 Portland, OR 97208-3621

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

See Page 2

Contract : 00048110
Release : 00007
Page : 1

Vendor:
SCHENCK CONSULTING
2947 NE 31ST AVE
PORTLAND OR 97212

Please Direct Inquiries to:

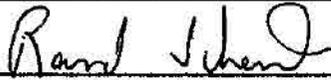
STEPHANIE A. LUKASIK
Title: CONTRACT SPECIALIST
Phone: 503-230-3457
Fax :

Attn: RAND SCHENCK

Contract Title: RAND SCHENCK COACHING FOR JOE CHAMBERS

Total Value : \$1,200.00
Pricing Method: FIRM FIXED PRICE
Performance Period: 09/07/12 - 12/07/12

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



Contractor Signature

Rand Schenck - Exec. Coach

Printed Name/Title

8/9/12

Date Signed



BPA Contracting Officer

9/10/2012

Date Signed

Scope of Work Attached



CONTRACT CONTINUATION SHEET

BPA Master Agreement No. 48110 – Release 07 Schenck Consulting Executive Coaching Services

Contracting Officer's Technical Representative (COTR) – Tammy Buteau
/ 503-230-3475 / tmbuteau@bpa.gov

Contracting Officer (CO) – Stephanie Lukasik / 503-230-3457/ salukasik@bpa.gov

1. This Release 07 for Master Agreement 48110 is hereby issued as follows and contains:
 - Signature Page
 - Contract Continuation Sheet
2. The period of performance is September 07, 2012 through December 07, 2012.
3. This is a firm-fixed price release. This release is for Rand Schenck (Coach) for executive coaching services for Non-responsive Funds are authorized in the amount of \$1,200.00 for the following:

Coaching Session Tasks	Hours	Labor Rate	Total
1. Assessment interviews	1	200/hr	\$200.00
2. Develop Action Plan and Provide Feedback	1	200/hr	\$200.00
3. Goals and Action Steps	4	200/hr	\$800.00
Total	6		\$1,200.00

4. All other terms of the Master Agreement remain unchanged.
5. Please mail invoices marked with Contract Number 48110, Release 07 via email or mail to:

Email: tmbuteau@bpa.gov
Mail: Bonneville Power Administration

Attn: Tammy Buteau/ NHT-1
PO Box 3621
Portland, OR 97208-3621

UNITED STATES
GOVERNMENT

CONTRACT

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:
See Page Two

Contract : 00050452
Release :
Page : 1

Vendor:
SCHENCK CONSULTING
2947 NE 31ST AVE
PORTLAND OR 97212

Please Direct Inquiries to:

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

Attn: RAND SCHENCK

Contract Title: TEAM BUILDING SESSION FOR SER

Total Value : \$3,200.00
Pricing Method: FIRM FIXED PRICE
Performance Period: 10/18/10 - 11/30/10

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

Rand Schenck

Contractor Signature

Rand Schenck

Printed Name/Title

10/18/10

Date Signed

Winston B. Young

BPA Contracting Officer

10/20/2010

Date Signed

This award contains the following - TEXT ATTACHED

CONTRACT TERMS AND CONDITIONS



COVER SHEET CONTINUATION

CONTRACT NO. 50452 TEAM BUILDING SESSION FOR SER

Contracting Officer's Technical Representative – Bill Zimmerman / 503-230-7334 /

wzimmerman@bpa.gov

Contracting Officer – Winston Young / 503-230-3603 / wbyoung@bpa.gov

1. This contract is hereby issued as follows and contains:
 - Signature Page
 - Cover Sheet Continuation
 - Unit 1 & 2: Terms and Conditions
 - Unit 3: Statement of Work
2. The period of performance is October 18, 2010 through November 30, 2010.
3. This is a Firm Fixed Price contract in the amount of \$3,200.00.
4. Please note BPA Contract No. 50452 on all invoices and send them via e-mail to the following:

Bonneville Power Administration
Attn: Bill Zimmerman / NHT-1
PO Box 3621
Portland, OR 97208
wzimmerman@bpa.gov

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UNIT 1 — SCHEDULE

CONTRACT TYPE (7-1)
(SEP 98)(BPI 7.1.9)

This is a Firm Fixed Price type contract.

SCHEDULE OF PRICES (22-51)
(MAY 08)

The contractor shall provide the following in accordance with the Statement of Work.

Item	Description	Amount
1	SER Team Charter in accordance with SOW	\$ 3,200.00 (This is a Firm Fixed Price equivalent of 16 hours at \$200/hr.)
Total Amount		\$3,200.00

KEY PERSONNEL (23-2)
(SEP 98)(BPI 23.1.6)

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.

Rand Schenck

UNIT 2 — CONTRACT CLAUSES

PAYMENT AND TAXES

ELECTRONIC FUNDS TRANSFER PAYMENT (22-20)
(OCT 07)(BPI 22.6.2)

- (a) Payment Method. Payments under this contract, including invoice and contract financing payments, will be made by electronic funds transfer (EFT). Contractors are required to provide its taxpayer identification number (TIN) and other necessary banking information as per paragraph (c) of this clause to receive EFT payment.
- (b) Contractor EFT arrangement with a financial institution or authorized payment agent. The Contractor shall designate to BPA, as per paragraph (c) of this clause, and maintain at its own expense, a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under all BPA contracts, unless the BPA Vendor File Maintenance Team is notified of a change as per paragraph (d) of this clause. An initial designation should be submitted after award, but no later than three weeks before an invoice or contract financing request is submitted for payment.

- (c) Submission of EFT banking information to BPA. The Contractor shall submit EFT enrollment banking information directly to BPA Vendor File Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification. This form is available either from the Contracting Officer(CO) or from the Vendor File Maintenance Team. Submit completed enrollment form to the Vendor Team. Contact and mailing information:

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

E-mail Address: VendorMaintenance@BPA.gov
Phone: (360) 418-2800
Fax: (360) 418-8904

- (d) Change in EFT information. In the event that EFT information changes or the Contractor elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the Contractor shall be responsible for providing the changed information to the BPA Vendor File Maintenance Team office. The Vendor Maintenance Team must be notified 30 days prior to the date such change is to become effective.
- (e) Suspension of Payment. BPA is not required to make any payment under this contract until receipt of the correct EFT payment information from the Contractor.
- (f) EFT and prompt payment. BPA shall pay no penalty on delay of payment resulting from defective EFT information. BPA will notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the assignee shall provide the assignee's EFT information required by paragraph (c) of this clause.

PAYMENT (22-12)
(SEP 09)(BPI 22.2.5)

- (a) Payment Due Date. Payment (including partial payments or progress payments, if authorized, shall be due not later than thirty (30) calendar days after the later of the date on which BPA actually receives a proper invoice in the designated billing office or the date when the items delivered or completed services are accepted by BPA. According to the Prompt Payment Act, a proper invoice to a Federal Agency is to include bank account information requisite to enable Electronic Funds Transfer (EFT) as method of payment. For purposes of payment only, items will be deemed accepted not later than seven (7) working days after proper delivery. If delivered items or completed services are found defective, the provisions of this paragraph will be reapplied upon receipt of a corrected item or service.
- (b) Billing Instructions.
- (1) Invoices must include the contractor's name and address, invoice date, contract number, task order number (if applicable), contract line item number, description of products delivered or work performed, price and quantity of item(s) actually delivered or rendered (amounts billed for work performed under a task order must be separately identified by task order number), and the name and address of the person to whom payment will be made, and name (where practicable), title, phone number, mailing address of person to be notified in event of a defective invoice and bank account information required to enable Electronic Funds Transfer (EFT) as method of payment (Invoices will not require banking information if the contractor has that information on file at BPA). Failure to submit a proper invoice may result in a delay in payment including a rejection of invoice pending receipt of a properly amended invoice.
- (2) Contractors may bill monthly, or at more frequent intervals as may be agreed to by the CO. The contractor may submit invoices electronically (e-mail, fax, etc.).

- (c) **Payment Method.** Payments under this contract will be made by electronic funds transfer whenever possible, or by check in very limited circumstances, at the option of BPA.
- (d) **Prompt Payment Act.** This contract is subject to the provisions of the Prompt Payment Act (31 U.S.C. 3901 et seq.), and regulations at 5 CFR Part 1315.
- (e) **Interest Penalty Payments.** If interest penalty payments are determined due under the provisions of the Prompt Payment Act, payment shall be made at the rates determined by the U.S. Treasury Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611).

TAXES AND DUTIES (22-16)
(SEP 98)(BPI 22.5.3.4)

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

GENERAL CONTRACT ADMINISTRATION

APPLICABLE REGULATIONS (1-1)
(NOV 08)(BPI 1.3.1)

Purchases made by the Bonneville Power Administration are subject to the policies and procedures outlined in the Bonneville Purchasing Instructions. The BPI is available without charge on the Internet at <http://www.bpa.gov>. Copies are available for purchase from the Head of the Contracting Activity. The public may purchase unbound copies of the BPI from the Head of the Contracting Activity – DGP-7, Bonneville Power Administration, P.O. Box 3621, Portland, Oregon 97208. The cost is \$30.00. Subscriptions are not available.

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

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

CHANGES - FIXED-PRICE (14-8)
(SEP 98)(BPI 14.10.5.1.1)

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract to any one or more of the following:
 - (1) Place of delivery or performance.
 - (2) Description of services to be performed.
 - (3) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (4) BPA-furnished property.

(5) Place of inspection or acceptance.

- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order, but not later than final payment.
- (d) Failure to agree to any adjustment shall be a dispute under a disputes clause if one is included in this contract. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) Constructive Changes. If the Contractor considers that a BPA action or inaction constitutes a change to the contract (constructive change), and the change is not identified as such in writing and signed by the CO, the Contractor shall promptly notify the CO in writing. No equitable adjustment will be made for costs incurred more than 20 days before the Contractor gives written notice of the constructive change.
- (f) Notwithstanding other provisions herein, only the Contracting Officer, or persons specifically delegated authority to do so by the Contracting Officer, are authorized to orally modify or affect the terms of this contract. Contractor response to oral direction from any other source is at its own risk of liability.

BASIS OF AGREEMENT (12-4)
(SEP 04)(BPI 12.8.10.1)

This page is designed to provide basic terms and conditions for contracts involving supplies, services, and construction. It may be supplemented, as needed. The terms and conditions on this page, the signature page of the contract, and any supplements constitute the entire agreement of the parties.

DELIVERY OR PERFORMANCE (12-5)
(SEP 98)(BPI 12.8.10.1)

The place of delivery or performance shall be as specified and time is of the essence. BPA reserves the right to reject shipments that are not properly labeled with BPA purchase order number, or are not accompanied by a complete packing slip.

OTHER RIGHTS AT LAW (14-4)
(OCT 05)(BPI 14.4.2.1)

BPA, as an independent agency in the Department of Energy, reserves any other rights it may have at law, unless superseded specifically by this contract.

STOP WORK ORDER (14-14)
(SEP 98)(BPI 14.12.1)

- (a) The Contracting Officer may order the Contractor to suspend all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of BPA.
- (b) The contractor shall immediately comply with the Contracting Officer's order and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order.
- (c) If a stop work order is issued for the convenience of BPA, the Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, if the order results in a change in the time required for, or the costs properly allocable to, the performance of any part of this contract.

- (d) A claim under this clause shall not be allowed (1) for any cost incurred more than 20 days before the Contractor notified the Contracting Officer of the basis of the claim in writing, and (2) unless the claim stating the amount of time or money requested, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

STANDARDS OF CONDUCT AND BUSINESS PRACTICES

CONTRACTOR COMPLIANCE WITH BPA POLICIES (3-8) (NOV 08)(BPI 3.7.1)

- (a) The contractor shall comply with all BPA policies affecting the BPA workplace environment. Examples of specific policies are:
- (1) Harassment-free workplace;
 - (2) Non-smoking workplace;
 - (3) Firearms and other weapons (BPAM 1086);
 - (4) Safety and health clauses in this contract;
 - (5) Visits to BPA substations, rights-of-way work sites, other electrical hazardous work sites, and non-electrical hazardous work sites;
 - (6) Standards of conduct regarding transmission information (BPI 3.2);
 - (7) Dissemination of Critical and Sensitive Information, Including Information Pertaining to Critical Infrastructure (BPAM 1081); and
 - (8) Identity verification and background screening for all contractors, and pre-approval for non-US Citizen access to BPA facilities, as prescribed by the BPA Security office procedures.
- (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.

SOCIO-ECONOMIC ISSUES

EMPLOYMENT PRACTICES (10-2) (MAR 10)(BPI 10.2.1)

The Contractor agrees to comply with all applicable Federal, State, local laws, and regulations concerning Equal Employment Opportunity, the payment of minimum wages (including, but not limited to, the Fair Labor Standards Act) and the use of safe practices (including, but not limited to, the Occupational Safety and Health Act).

TERMINATION

TERMINATION FOR DEFAULT (20-3.1) ALTERNATE I (OCT 93)(BPI 20.5.1)

- (a) BPA reserves the right to terminate any or all of any undelivered or unexecuted portion of this contract for cause if the contractor fails to make any delivery, fails to prosecute the work, or to perform as scheduled, or if any of the contract terms are breached. However, the contractor shall not be terminated for default if the failure to perform arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of those causes are: (1) acts of God or of the public enemy, (2) acts of the

Government in its sovereign or BPA in its contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather.

- (b) The Contracting Officer may direct the disposition of material produced or acquired for the work terminated, and the disposition of any completed or partially completed items.
- (c) BPA may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to BPA for any excess costs for those supplies or services, including administrative costs.

UNIT 3 — STATEMENT OF WORK

STATEMENT OF WORK

Part A – The consultant from Rand Schenck Consulting shall perform tasks as an independent consultant and at the direction of Bonneville Power Administration’s (BPA) Security and Emergency Response (SER) staff with final approval from Elpidio Jeter, Chief Security Officer.

A.1 Goal of this Contract.

The objective of this Contract is to provide SER with a working team charter to include and promote:

- Concise purpose statement for team.
- Seven or fewer SER key outcomes for next 12 – 18 months
- Behavioral expectations for all team members
- Clearer roles and responsibilities
- Increased team cohesiveness

A.2 Background.

SER’s Integrated Security and Emergency Response Strategy (ISERS), currently being developed, calls for a team charter that clearly defines roles and responsibilities between program areas, while allowing a cross pollination of duties to allow for a more integrated team and program environment.

A.3 Location of Project.

This project will be performed at BPA Headquarters in Portland, Oregon, and at off site meetings and the contractor’s place of business, 2947 N.E 31st Ave. Portland, OR.

A.4 Definitions.

Integrated Security and Emergency Response Strategy (ISERS) - an integrated programmatic approach to provide efficiencies between SER programs and resources to meet the organizations and the agencies objectives.

Team Charter – A document that provides a concise purpose statement for the team, behavioral expectations, with clear roles and responsibilities that are collectively agreed upon by the team.

SER – Security and Emergency Response.

Part B -- Technical Approach/Tasks

B.1 General Requirements.

The consultant shall work with SER Program Managers and Leads to draft a team charter which follows SER’s mission and vision. The team charter shall evidence clear roles and responsibilities to ensure continuity between program areas and will support increased team cohesiveness. Behavioral expectations for all team members will be incorporated within the team charter and seven or fewer key SER outcomes will be identified for the next 12 to 18 months.

B.2 Methods to be Used.

Methods to be used to complete the project are:

- Program Managers and Team Meeting
- One-on-Ones
- Teleconferences
- Staff meetings

B.3 Deliverables.

The consultant shall provide a completed team charter incorporating items identified in A.1 and B.1 above.

B.4 Schedule.

The consultant shall complete the deliverables not later than November 30, 2010.

Part C Inspection and Acceptance (Quality Assurance)

The session will be evaluated and accepted against delivery of agreed upon stated objectives by the manager of Security and Emergency Response and other attendees.

Schenck Consulting

August 31, 2010

SCHENCK CONSULTING INVOICE #H024

To: Bill Zimmerman, BPA

For: Executive Coaching

Coaching

Date	Time	Activity	Total
8/19	2 hrs	Assessment	400
8/24	1 ½ hrs	Assessment	300
8/24	1 hr	Assessment Non-responsive	200
8/25	1 hr	Assessment	200
8/27	½ hr	Assessment	100
8/30	2 ½ hrs	Assessment	500
Total	8 1/2 hrs		1,700

Total amount due: \$1,700

Please remit to: Schenck Consulting

Please make check payable to
Schenck Consulting.

2947 NE 31st Ave
Portland, Or 97212

Schenck Consulting

September 29, 2010

SCHENCK CONSULTING I N V O I C E #H026

To: Bill Zimmerman, BPA

For: Executive Coaching

Coaching

Date	Time	Activity	Total
9/2	2 hrs	Meetings with Non-responsive	400
9/3	3 hrs	Dev Coaching Action Plan	600
9/10	2 hrs	Prep and Coach on Action Plan	400
9/29	2 hrs	Coaching Non-responsive	400
Total	9 hrs		1,800

Total amount due: \$1,800

Please remit to: Schenck Consulting

Please make check payable to
Schenck Consulting.

2947 NE 31st Ave
Portland, Or 97212

Schenck Consulting

November 9, 2010

SCHENCK CONSULTING INVOICE #H027

To: Bill Zimmerman, BPA

For: Executive Coaching

Coaching

Date	Time	Activity	Total
10/13	2 hrs	Coaching	400
10/26	2 hrs	Coaching	400
11/1	1/1/2hrs	Mtg Non-responsive	300
11/1	1/2 hrs	Phone mtg	100
11/8	2 hrs	Coaching	200
Total	8 hrs		1,600

Total amount due: \$1,600

Please remit to: Schenck Consulting

Please make check payable to
Schenck Consulting.

2947 NE 31st Ave
Portland, Or 97212

01771592
Schenck Consulting

12/9

November 9, 2010

SCHENCK CONSULTING INVOICE #H028

To: Winston Young, BPA

For: Executive Coaching

Coaching

Date	Time	Activity	Total
10/8	2 hrs	Agenda Design and Dev	400
10/18	2 hrs	Prep for Team Session	400
10/19	8 hrs	Team Dev Session with Ldrship Team and Debrief with Non-responsive	1,600
10/26	2 hrs	Follow-up Session	400
11/2	2 hrs	Follow-up with Ldrship Team	400
Total	8 hrs		3,200

Total amount due: \$3,20000

Please remit to: Schenck Consulting

Please make check payable to
Schenck Consulting.

2947 NE 31st Ave
Portland, Or 97212

Schenck Consulting

January 21, 2011

SCHENCK CONSULTING I N V O I C E #H031

To: Tammy Buteau, BPA

For: Executive Coaching

Coaching

Date	Time	Activity	Total
11/15	1 hrs	Coaching	200
11/24	2 hrs	Coaching	400
12/16	2hrs	Coaching Non-responsive	400
1/4	2 hrs	Coaching	400
1/20	1 hrs	Coaching	200
Total	8 hrs		1,600

Total amount due: \$1,600

Please remit to: Schenck Consulting

Please make check payable to
Schenck Consulting.

2947 NE 31st Ave
Portland, Or 97212

Schenck Consulting

T/703703000000

05/03

April 3, 2011

SCHENCK CONSULTING INVOICE #H035

To: Tammy Buteau, BPA

For: Executive Coaching

Coaching

Date	Time	Activity	Total
2/7	2 hrs	Coaching	400
2/18	2 hrs	Coaching	400
3/7	2hrs	Coaching Non-responsive	400
3/18	2 hrs	Coaching	400
4/1	2 hrs	Coaching	400
Total	10 hrs		2,000

Total amount due: \$2,000

Please remit to: Schenck Consulting

Please make check payable to
Schenck Consulting.

2947 NE 31st Ave
Portland, Or 97212

Schenck Consulting

May 16, 2011

SCHENCK CONSULTING INVOICE #H043

To: Tammy Buteau, BPA

For: Executive Coaching

Coaching

Date	Time	Activity	Total
4/15	2 hrs	Coaching	400
4/22	2 hrs	Coaching	400
4/29	1 hr	Meeting Non-responsive	200
5/13	1 hr	Coaching	200
Total	6 hrs		1,200

Total amount due: \$1,200

Please remit to: Schenck Consulting

Please make check payable to
Schenck Consulting.

2947 NE 31st Ave
Portland, Or 97212

Schenck Consulting

December 29, 2011

SCHENCK CONSULTING I N V O I C E #H064

To: Non-responsive

For: Executive Coaching

Coaching

Date	Time	Activity	Total
11/28	1 hr	Finish Action Plan	200
11/29	1 ½ hrs	Coach	300
12/20	2 hrs	Coach	400
Total	4 ½ hrs		900

Total amount due: \$900

Please remit to: Schenck Consulting

Please make check payable to
Schenck Consulting.

2947 NE 31st Ave
Portland, Or 97212

Schenck Consulting

December 29, 2011

SCHENCK CONSULTING INVOICE #H062

To: Non-responsive

For: Executive Coaching

Coaching

Date	Time	Activity	Total
10/11	1 ½ hrs	Assessment	300
10/25	1 ½ hrs	Coach	300
11/17	2 hrs	Coach	400
11/18	1 hr	Coach	200
Total	6 hrs		1,200

Total amount due: \$1,200

Please remit to: Schenck Consulting

Please make check payable to
Schenck Consulting.

2947 NE 31st Ave
Portland, Or 97212

Schenck Consulting

March 14, 2012

SCHENCK CONSULTING I N V O I C E #H067

To: Non-responsive

For: Executive Coaching

Coaching

Date	Time	Activity	Total
¼	1 hr	Coaching	200
1/18	2 hrs	Coaching	400
2/3	2 hrs	Coaching	400
2/17	2 hrs	Coaching	400
3/1	2 hrs	Coaching	400
Total	9 hrs		1,800

Total amount due: \$1,800

Please remit to: Schenck Consulting

Please make check payable to
Schenck Consulting.

2947 NE 31st Ave
Portland, Or 97212

Schenck Consulting

April 17, 2012

SCHENCK CONSULTING INVOICE #H070

To: Tammy Buteau, BPA

For: Executive Coaching

Coaching

Date	Time	Activity	Total
12/18	1 hr	Prep - LEA	100
12/19	2 hrs	Coaching	200
1/5	2 hrs	Coaching	200
1/19	2 hrs	Coaching	200
1/30 - 2/1	2 hrs	Interviews	200
2/3	2 hrs	Coaching	200
3/16	2 hrs	Coaching	200
4/3	2 hrs	Coaching	200
<i>Total hrs</i>	15		\$3,000
<i>Total</i>		LEA assessment	170.95

Total amount due: \$3,170.95

Please remit to: Schenck Consulting

Please make check payable to
Schenck Consulting.

2947 NE 31st Ave
Portland, Or 97212



Management
Research Group, Inc.®

14 York St. Suite 301 Portland, ME 04101

(207) 775-2173 Fax (207) 775-6796
E Mail: invoices@mrg.com

INVOICE NUMBER: 56877

INVOICE DATE: 11/22/11

PAGE: 1

SOLD TO:

SCHENCK Consulting
2947 NE 31st Avenue
Portland, or 97212

CUSTOMER ID		CUSTOMER PO		PAYMENT TERMS	
SCHENCK				Net 30 Days	
SALES REP ID		SHIPPING METHOD		SHIP DATE	DUE DATE
					12/22/11
QUANTITY	ITEM NUMBER	DESCRIPTION		UNIT PRICE	EXTENSION
1.00	LEA360	EA 360 Development Report - order 12902		165.00	165.00
1.00	FR	Rand Schenck - BPA - Non-responsive Freight Charge on above		5.95	5.95
<p>Our banking details for wire payments have changed. Please email invoices@mrg.com for new information.</p> <p>You can also pay your invoices via PayPal at http://www.mrg.com/paypal</p>				Subtotal	USD \$ 170.95
				Sales Tax	
				Paid against Invoice	
				TOTAL DUE	USD \$ 170.95

Schenck Consulting

June 29, 2012

SCHENCK CONSULTING I N V O I C E #H078

Contract #: 48110

Release #;

Client: Non-responsive

To: Tom Schmitz

For: Executive Coaching

Coaching

Date	Time	Activity	Total
5/11	2 hr	Assessment	400
5/18	1 hr	Dev Action Plan	200
5/21	1 hr	Coaching	200
5/29	1 hr	Coaching	200
6/8	1 hr	Coaching	200
6/28	1 hr	Coaching	200
Total	7		1,400

Total amount due: \$1,400

Please remit to: Schenck Consulting

Please make check payable to
Schenck Consulting.

2947 NE 31st Ave
Portland, Or 97212

Schenck Consulting

June 29, 2012

SCHENCK CONSULTING I N V O I C E #H078

Contract #: 48110

Release #;

Client: Non-responsive

To: Tom Schmitz

For: Executive Coaching

Coaching

Date	Time	Activity	Total
5/11	2 hr	Assessment	400
5/18	1 hr	Dev Action Plan	200
5/21	1 hr	Coaching	200
5/29	1 hr	Coaching	200
6/8	1 hr	Coaching	200
6/28	1 hr	Coaching	200
Total	7		1,400

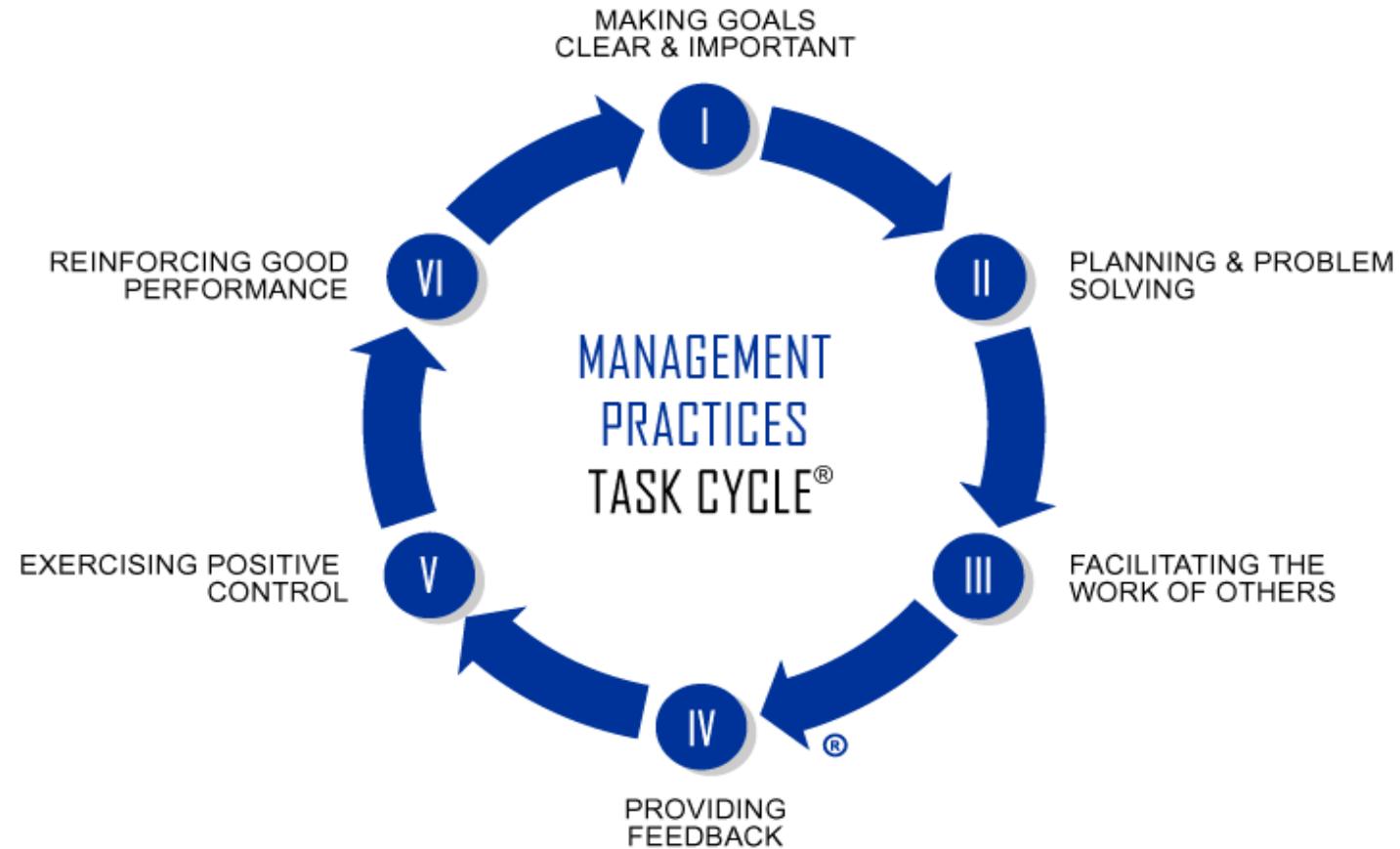
Total amount due: \$1,400

Please remit to: Schenck Consulting

Please make check payable to
Schenck Consulting.

2947 NE 31st Ave
Portland, Or 97212

The Management Task Cycle



The Task Cycle® image and name is a registered trademark of the Clark Wilson Group, Boulder, CO.

Skills/Attributes of the Mgmt Task Cycle

Phase I: Making Goals Clear and Important—the start of the cycle

- A (CLR) Clarification of Goals and Objectives: getting understanding and “buy-in” of goals.

Phase II: Planning and Problem Solving

- B (UPW) Upward Communication and Participation: asking for and using the ideas of others.
- C (PLN) Orderly Work Planning: making sure work is well organized and planned.
- D (XPT) Expertise: demonstrating knowledge of the organization, its policies, technology, products, etc.
- E (STK) Stakeholder Management: managing relations with the people and groups who are involved and affected by your work.

Skills/Attributes of the Mgmt Task Cycle

Phase III: Facilitating the Work of Others

- F (FAC) Work Facilitation: doing or providing for the coaching and training required to get the work done.
- G (TEM) Team Building: care about teamwork and effectiveness in creating a team.

Phase IV: Obtaining and Providing Feedback

- H (FED) Feedback: giving timely, frequent, complete, and honest feedback.

Skills/Attributes of the Mgmt Task Cycle

Phase V: Exercising Positive Control

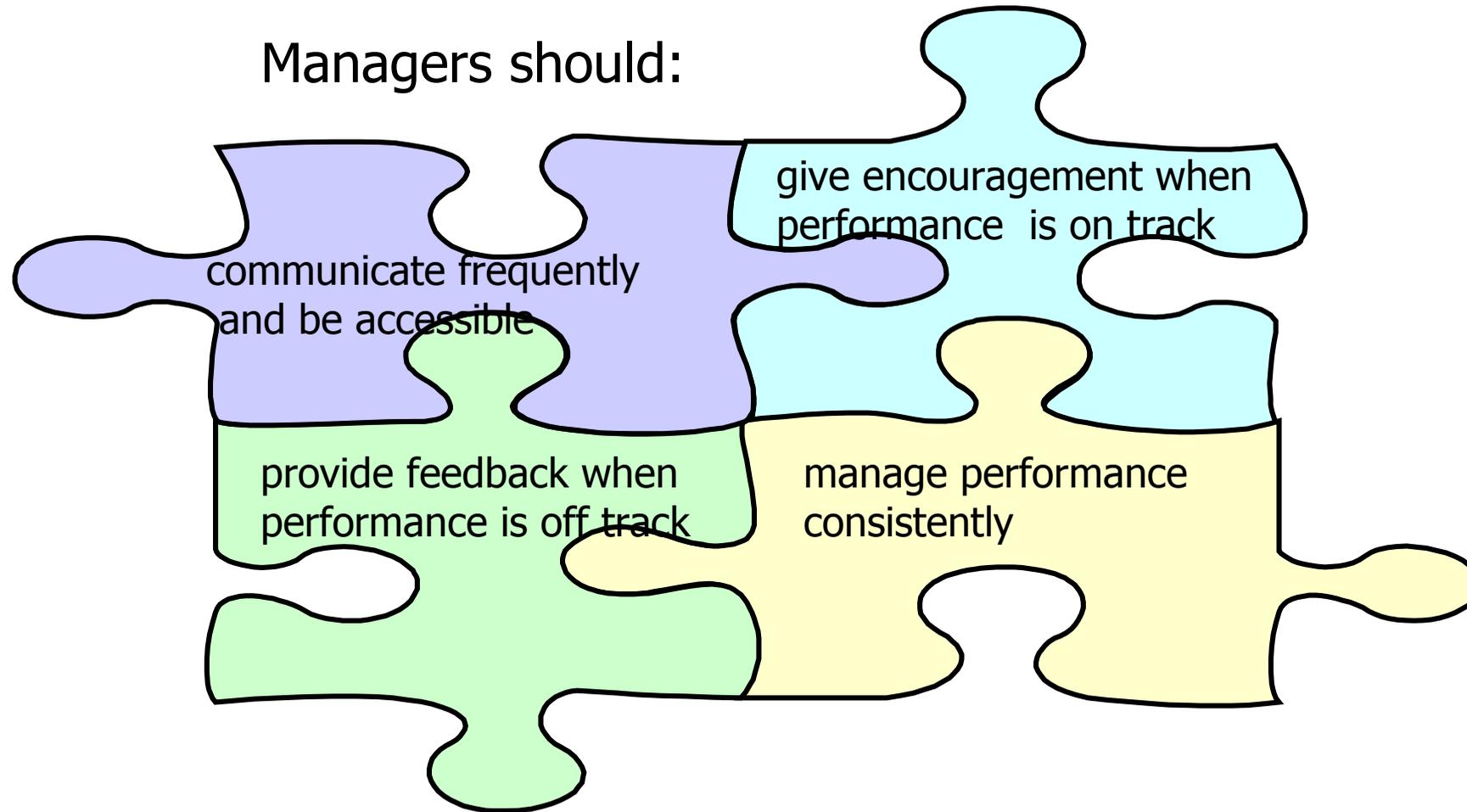
- I (TIM) Time Emphasis: communicating the importance of deadlines and monitoring the use of time.
- J (DET) Control of Details (**): close monitoring of performance and how the work is done.
- K (PRS) Goal Pressure (**): using strong emotional expression and drive to achieve goals.
- L (DEL) Delegation (Permissiveness) (**): delegating responsibility for schedules, procedures, and planning.

Phase VI: Reinforcing Good Performance—the end of the cycle

- M (REC) Recognizing Good Performance: rewarding and appreciating good work.

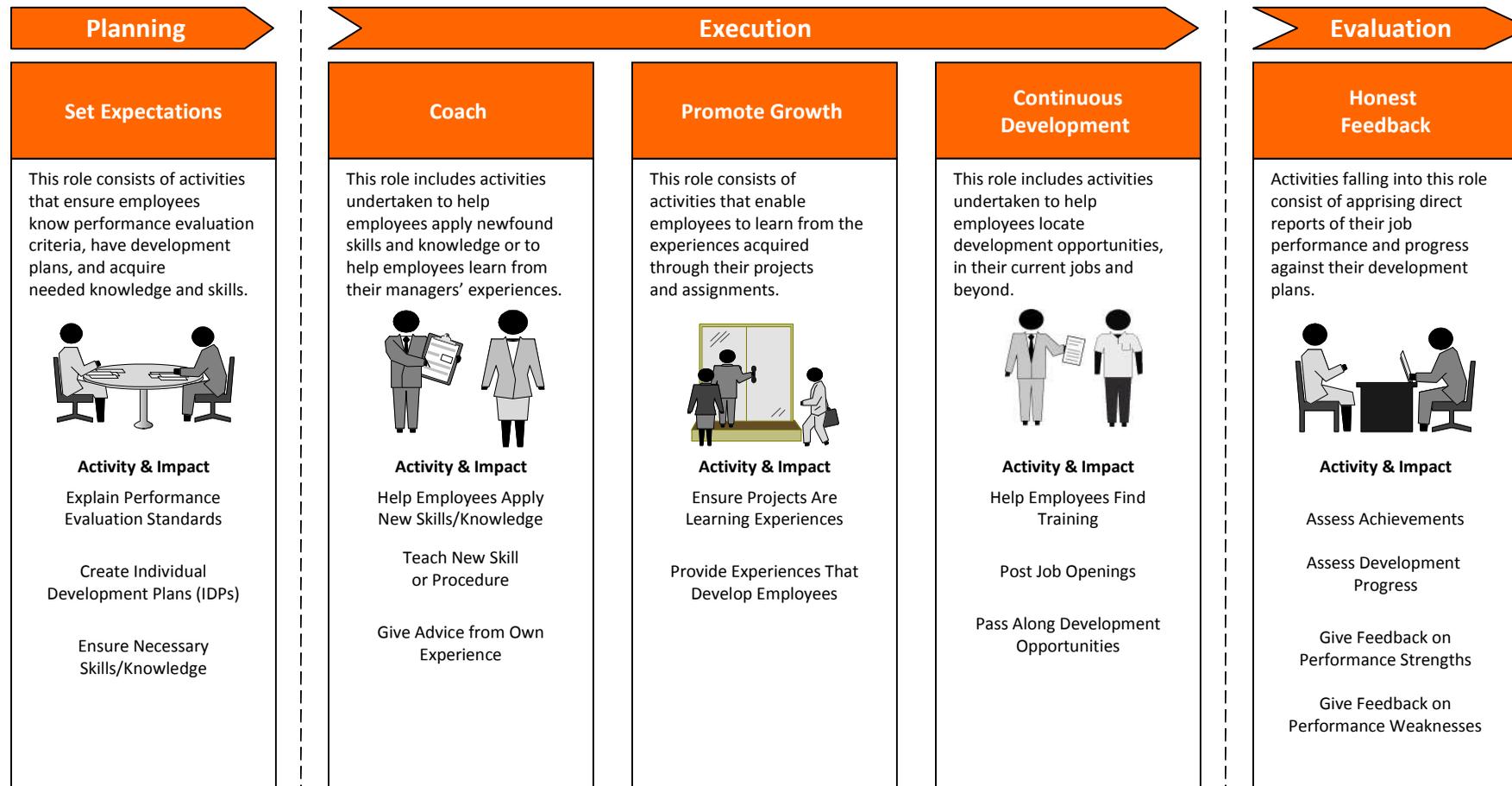
Hold Employees Accountable

Managers should:



Employees and Managers share the responsibility of monitoring and tracking performance throughout the year

The Performance Management Model



Work Reviews

Characteristics

- **Focused on results relative to that linked team**
- **Evaluative - displays objectives and current status of the work**
- **Data current to within 48 hours**
- **Status can be presented graphically in less than 4 minutes**
- **Discussion focused on planned compared to actual performance**



Work Reviews

Staff Meeting Work Review Procedures

O: Objectives -- show your Performance Plan

S: Status -- State simply which objectives are "On track," "Behind," "At Risk," "Planned," or "Completed."

I: Issues -- only for objectives that are "Behind" or "At Risk," state the issue in one sentence and show us the charts and graphs highlighting the difference between planned and actual performance.

R: Recommendation -- start the group's discussion by recommending what you want done about the issue and whose help you need.

