



Department of Energy

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

PUBLIC AFFAIRS

January 28, 2013

In reply refer to: DK-7

Dan Seligman
Columbia Research Corporation
PO Box 99249
Seattle, WA 98139

FOIA #BPA-2013-00232-F

Dear Mr. Seligman:

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

You have requested the following:

A copy of the master agreement with DesignTech Associates and all of the amendments and modifications since January 1, 2011.

Response:

Enclosed are the responsive documents in their entirety.

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 have agreed to pay fees totaling \$71.07. You will be billed separately for that amount.

I appreciate the opportunity to assist you. Please contact Kim Winn, FOIA 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

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UNIT 1 — SCHEDULE

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

This is a Master type contract.

INDEFINITE-QUANTITY CONTRACT: ORDERING (7-5M) (SEP 02)(BPI 7.2.5.1.1)

- (a) This is an indefinite-quantity contract. The Contractor shall furnish to BPA, when and if ordered, the supplies or services specified in the Schedule of Items. The quantities of supplies and services specified in the Schedule of Items are estimates only and are not purchased by this contract. Delivery or performance shall be at locations designated in orders.
- (b) Only orders placed by individuals or BPA offices designated by the Contracting Officer will be considered valid orders. If mailed, a delivery order is considered "issued" when BPA deposits the order in the mail. 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."
- (c) There is no limit on the number of orders that may be issued.
 - (a) Any order issued during the effective period of this contract and not completed within that time shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and BPA's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor is not obligated to make deliveries after **30 days of expiration**.
 - (b) All orders are subject to the Terms and Conditions of this contract. In the event of conflict between an order and this contract, the contract shall control.

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).

**RELEASE/TASK ORDER SYSTEM (7-55M)
(SEP 98)**

- (a) BPA will assign specific jobs by the Release/Task Order System. Funds for work performed under this contract are committed at the time the Task Order is issued.
- (b) Task Orders will be placed on a "Release/Task Order" form. A sample form is located at the end of Unit 3.
- (c) A ceiling amount or firm-fixed price will be determined by mutual agreement for each order placed.
- (d) All retainage held in accordance with the clause titled "Withholding" will be released upon satisfactory completion of each Release/Task Order.
- (e) The COTR, if one is appointed, shall review and approve the Contractor's estimated performance schedule, proposed level of effort, and pricing for the Release/Task. The COTR has the authority to approve up to \$5,000 for any Release/Task. Release/Tasks estimated to be above \$5,000, if approved by the COTR, must be forwarded to the Contracting Officer (CO) for review and approval before the Contractor can begin work and be reimbursed for work on that task. The COTR must provide the CO with a copy of those Release/Task Orders which are estimated to be below \$5,000.

**PERFORMANCE PERIOD AND OPTIONS (7-7)
(SEP 98)(BPI 7.2.7.1)**

This is a **Five** year contract.

**SCHEDULE OF PRICES (SERVICES) (22-51)
(SEP 98)**

The contractor shall provide all supplies/services according the each Statement of Work attached to each Release/Delivery Order.

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
001	Project Manager	\$116.00	Hr		
002	Systems Architect	\$101.00			
003	Senior Engineer/Network Architect	\$92.00			
004	Database Technical Lead	\$86.00			
005	Engineer II/Network Engineer	\$80.00			
006	Engineer I/Systems Analyst	\$71.00			
007	Senior Technician	\$63.00			
008	Technician	\$55.00			
009	PC Support/Drafting/CAD Operator	\$46.00			
010	Clerical	\$29.00			

**PRICE ADJUSTMENT (7-2)
(SEP 98)(BPI 7.1.9)**

- (a) From 13th month after the start of award, through the remainder of the contract annyal periods, the hourly rates identified in the Schedule of Items may be adjusted upward or downward based on increases or decreases in the Consumer Price Index (CPI-U) for All Urban Consumers, all Items 1982-84 = 100, as published by the U.S. Bureau of Labor Statistics. The final index point at date of award is 187.4, dated 4/14/2004.
- (b) On each anniversary of the date of award, the percent of increase or decrease in the index will be computed by the Contracting Officer. No prices will be adjusted unless the percent of change in the index (since the date of contract award or date of last adjustment) amounts to four percent or more. If the index has changed by six percent or more since the date of award or since the previous calculation that resulted in a price adjustment, the specific prices will be adjusted for the ensuing year. If an adjustment is warranted in accordance with the above, the then current unit prices will be increased or decreased, for the ensuing year, by the product of the unit price times the percent of change reported in the index (figured to two decimal places).
- (c) No upward adjustment shall apply to supplies or services which are required to be delivered or performed prior to the effective date of the adjustment unless the Contractor's failure to deliver or perform in accordance with the delivery schedules results from causes beyond the control and without the result or negligence of the Contractor.
- (d) The index base rate shown above for the first year of the contract shall be the latest rate published at the date of contract award. Should an adjustment in the hourly rates be effected per this clause, the index base rate will be revised to reflect the latest rate published at the date of contract renewal.

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)

If any, will be identified on each individual Release/Task Order.

UNIT 2 — CONTRACT CLAUSES

PAYMENT AND TAXES

ELECTRONIC FUNDS TRANSFER PAYMENT (22-20) (JUN 01)(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 the BPA Vendor File Maintenance Team using either SF 3881, “ACH Vendor/Miscellaneous Payment Enrollment Form” or BPA’s “Vendor Express Enrollment Form.” These EFT enrollment forms are available either from the Contracting Officer (CO) or from the BPA Vendor File Maintenance Team. If you have any questions or need assistance, please call the BPA “Vendor Hot Line” at (503) 230-4004. Submit completed enrollment form to the following address:
- Bonneville Power Administration
Attn: Vendor File Maintenance Team (EFT)-CGB-4
PO Box 3621
Portland, OR 97208-3621
- (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 – TIME-AND-MATERIALS CONTRACTS (22-4)
(SEP 98)(BPI 22.1.3)**

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)
(SEP 98)(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. 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, and mailing address of person to be notified in event of a defective invoice. Failure to submit a proper invoice may result in a delay in payment.

(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, 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 Office of Management and Budget Circular A-125.

(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).

**DISCOUNTS FOR PROMPT PAYMENT (22-10)
(SEP 98)(BPI 22.2.5)**

In connection with any discount offered for prompt payment, time shall be computed from the date shown on the invoice or if no date is shown then from the date BPA receives the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

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

(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.

**TAXES – INDEFINITE DELIVERY CONTRACTS (22-14)
(SEP 98)(BPI 22.5.3.4)**

The contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The Contractor shall state separately on its invoices taxes excluded from the contract price, and BPA agrees either to pay the amount of the taxes to the Contractor or provide evidence necessary to sustain an exemption.

**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).

**INTEREST ON AMOUNTS DUE BPA (22-13)
(SEP 98)(BPI 22.3.1)**

- (a) Notwithstanding any other clause of this contract, all amounts that become payable by the Contractor to BPA under this contract (net of any applicable tax credit under the Internal Revenue Code (26°U.S.C.°1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six month period as fixed by the Secretary until the amount is paid.
- (b) Amounts shall be due at the earliest of the following dates:
 - (1) The date fixed under this contract;
 - (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination;
 - (3) The date BPA transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt; and
 - (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification;
- (c) Payment will be due within 30 days of the date of the invoice. The collection actions available under the Debt Collection Act of 1982 (Public Law 97-365), as amended, and the revised Federal Claims Collections Standards (4 CFR 102), will be utilized. Administrative charges and penalties will be charged in accordance with 31 USC 3717, except where prohibited or explicitly provided for by statute or regulation required by statute.

GENERAL CONTRACT ADMINISTRATION

**APPLICABLE REGULATIONS (1-1)
(SEP 98)(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 – CK, 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.

**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 - TIME-AND-MATERIALS (14-10)
(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) 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 Limitation of Cost or Limitation of Funds 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.

PRICING OF ADJUSTMENTS (14-12)
(SEP 98)(BPI 14.10.5.1.1)

When costs are a factor in any determination of a contract price adjustment pursuant to the Changes clause or any other modification in connection with this contract, such costs shall be in accordance with the contract cost principles and procedures in Part 13 of the Bonneville Purchasing Instructions which are in effect on the date of this contract.

PRICE REDUCTION FOR INACCURATE COST OR PRICING INFORMATION (12-2)
(SEP 98)(BPI 12.5.4.1)

BPA retains the right to reduce the contract price, including profit or fee, if the cost or pricing information submitted by the contractor was not complete, accurate, and current at the time of final price agreement. This right applies to the contract as awarded, to any subsequent modifications, and to any data submitted by subcontractors.

EXAMINATION OF RECORDS (12-3)
(SEP 98)(BPI 12.8.8.1)

- (a) The contractor shall keep accurate and complete accounting records in support of all cost-based billings to BPA in accordance with generally accepted accounting principles and practices. The Comptroller General of the United States, the Contracting Officer, or their representatives, shall have the right to examine, audit, and reproduce any of the Contractor's pertinent records involving transactions related to this contract or any subcontract hereunder. Records includes, but is not limited to, books, documents, and other information regardless of form (e.g., machine readable data) or type (e.g. data bases, applications software, data base management software, utilities, etc.) including computations and projections related to proposing, negotiating, pricing, subcontracting, modifying or performing the contract. The purpose of such examination shall be to determine the accuracy, completeness, and currency of costs charged under the contract and/or to verify cost or pricing information submitted to BPA.
- (b) Such documents shall be available for three (3) years after final payment or, in the case of termination, three (3) years from the date of any final termination settlement. Records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims have been disposed of.
- (c) The contractor shall insert a clause containing all the terms of this clause, including this paragraph (c), in other than fixed price subcontracts over \$100,000, altering the clause as necessary to identify the contracting parties and the Contracting Officer under the prime contract.

**SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BPA FACILITIES (23-4)
(MAR 03)(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; energy supply data; economic forecasts; and financial data.
- (b) The contractor is responsible for protecting BPA property including sensitive unclassified data. Based on the review discussed in paragraph (d) below, the contractor shall make a determination as to an employee's eligibility or continued eligibility for access to such BPA facilities. When the contractor is an individual, or requires a security clearance level greater than general access, BPA will conduct the screening.
- (c) As part of its effort to protect BPA facilities and attendees of on-site child care centers, the contractor shall establish a personnel screening procedure for those employees that have access to such facilities. The personnel screening process need not be applied to contractor personnel who currently have a DOE or other government agency access authorization or security clearance.
- (d) In instances where an individual requiring access is an employee of a subcontractor, the contractor shall be responsible for ensuring that the subcontractor has successfully screened the employee before granting the individual eligibility for access.
- (e) The personnel screening activities listed in (1) through (5) below shall be conducted to determine an individual's eligibility or continued eligibility for access to BPA facilities. Such a determination shall not be construed as a substitute for determining whether an individual is suitable for employment. At a minimum, the personnel screening process shall include:
- (1) Verification of employment history for the past five (5) years;
 - (2) A review of references listed on the employment application;
 - (3) If education is a prerequisite of employment, verify education (high school or beyond), that resulted in the awarding of a degree, including name of institution(s) and degree title(s);
 - (4) A credit check for the past five (5) years; and
 - (5) A nation-wide law enforcement background check to include a county and state check based on a social security trace covering the past five (5) years.

- (f) In addition to the requirements described in (e) and (h) of 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.
- (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) Contractor approval for an individual's access shall be based upon the issues below and constitutes a determination that permitting the individual to access BPA facilities 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 issues shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy.
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts.
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse.
 - (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.
- (i) The contractor's screening process shall provide that when an initial determination is made to disapprove, the individual shall be informed 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. If the individual provides new information, the unfavorable information that formed the basis in the initial disapproval of access, as well as the new information presented by the individual, shall again be reviewed in order to render a final determination as to whether access shall be approved. The individual shall be informed of the final determination.
- (j) The individual's employment records or personnel file shall contain a copy of the final determination and the basis for the determination. If access is approved, annual reviews of the individual's employment records or personnel file shall be conducted by the employer to assure the individual's continued eligibility for access. Annual reviews and recertification or approvals for access shall be noted in the records or file.
- (k) The contractor shall make available the personnel screening final determination, as required, to the BPA Security Officer or designee(s), the BPA Cyber Security Program Manager or designee(s), and Government representatives conducting contract audits or cyber security program compliance reviews.
- (l) 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.

- (m) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to BPA facilities.

**RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR (14-51)
(JAN 04)**

- (a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- (b) Neither BPA's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to BPA in accordance with applicable law for all damages to BPA caused by the Contractor's negligent performance of any of the services furnished under this contract.
- (c) The rights and remedies of BPA provided for under this contract are in addition to any other rights and remedies provided by law.
- (d) If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

**REQUIREMENTS FOR REGISTRATION OF DESIGNERS (14-52)
(JAN 04)**

The design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work shall be accomplished or reviewed and approved by architects or engineers registered to practice in the particular professional field involved in a State or possession of the United States, in Puerto Rico, or in the District of Columbia.

**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.

STANDARDS OF CONDUCT AND BUSINESS PRACTICES

**ORGANIZATIONAL CONFLICTS OF INTEREST (3-2)
(SEP 98)(BPI 3.4.6)**

- (a) The offeror or contractor warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts which could give rise to

organizational conflicts of interest, as defined in BPI 3.4.1, and that the offeror or contractor has disclosed all relevant information to the Contracting Officer.

- (b) The offeror or contractor agrees that, if after award, an organizational conflict of interest with respect to this contract is discovered, an immediate and full disclosure in writing shall be made to the Contracting Officer which shall include a description of the action which the contractor has taken, or proposes to take, to avoid or mitigate such conflicts.
- (c) In the event that the contractor was aware of an organizational conflict of interest prior to the award of this contract and did not disclose the conflict to the Contracting Officer, BPA may terminate the contract for default.
- (d) The provisions of this clause shall be included in all subcontracts for work to be performed in aid of the services provided by the prime contractor, and the terms "contract," "contractor," "Contracting Officer" modified appropriately.

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

- (a) As used in this clause:

"Covered Federal action" means

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

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

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

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

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

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation

for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

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

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

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

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

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

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract or the extension, continuation, renewal, amendment, or modification of any Federal contract.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, Standard Form-LLL, Disclosure of Lobbying Activities, to the Contracting Officer.

(3) He or she will include the language of this certification in all subcontract awards at any tier and that all sub-recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, U.S. Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10, 000 and not more than \$100,000 for each such failure.

- (d) A contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using non appropriated funds (to include profits from any covered Federal action), which would be prohibited under this clause if paid for with appropriated funds.
- (e) The contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (b) of this clause. An event that materially affects the accuracy of the information reported includes--
 - (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
 - (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (f) The contractor shall require the submittal of a certification, and if required, a disclosure form, by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.
- (g) All subcontractor disclosure forms (but not certifications), shall be forwarded from tier to tier until received by the prime contractor. The prime contractor shall submit all disclosure forms to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding contractor.
- (h) Any person who makes an expenditure prohibited under this clause or who fails to file or amend the disclosure form to be filed or amended by this clause shall be subject to a civil penalty as provided by 31 U. S. Code 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

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

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

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

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

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

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

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

- (c) The Contractor, if other than an individual, shall -- within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration); or as soon as possible for contracts of less than 30 calendar days performance duration--
- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - (2) Establish an on-going drug-free awareness program to inform such employees about--
 - (A) The dangers of drug abuse in the workplace;
 - (B) The contractor's policy of maintaining a drug-free workplace;
 - (C) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (D) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (c)(1) of this clause;
 - (4) Notify such employees in writing in the statement required by subparagraph (c)(1) of this clause that, as a condition of continued employment on this contract, the employee will--
 - (A) Abide by the terms of the statement; and
 - (B) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (5) Notify the Contracting Officer in writing within ten (10) days after receiving notice under subdivision (c)(4)(B) of this clause, from an employee, or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

- (6) Within 30 days after receiving notice under subparagraph (c)(4)(B) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (A) Taking appropriate personnel action against such employee, up to and including termination; and/or
 - (B) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (c)(1) through (c)(6) of this clause.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (c) of this clause may, pursuant to BPI 3.6.3 render the contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

**CONTRACTOR COMPLIANCE WITH BPA POLICIES (3-8)
(SEP 98)(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 1073);
 - (4) Safety and health (clauses 15-2 and 15-4);
 - (5) Visits to BPA substations, rights-of-way work sites, other electrical hazardous work sites, and non-electrical hazardous work sites; and
 - (6) Standards of conduct regarding transmission information (BPI 3.2).
- (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.

**PRIVACY ACT (5-1)
(OCT 93)(BPI 5.1.2)**

- (a) The Contractor shall be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974, (5 U.S.C. 552a) and applicable DOE regulations.

- (b) The Contractor agrees to:
- (1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of violations of the Act, a civil action may be brought against BPA if the violation concerns the design, development, or operation of a system of records on individuals to accomplish a BPA function, and criminal penalties may be imposed upon the employees of BPA when the violation concerns the operation of a system of records on individuals to accomplish a BPA function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor and any employee of the Contractor are considered to be employees of BPA.

SOCIO-ECONOMIC ISSUES

NONDISCRIMINATION AND AFFIRMATIVE ACTION (10-1) (SEP 98)(BPI 10.2.1)

- (a) The Contractor shall not discriminate against its employees or applicants because of their race, color, religion, sex, national origin, age, status as Disabled or Vietnam Veterans, or physical or mental handicaps. The Contractor certifies that it does not, and will not, maintain segregated facilities or accommodations on the basis of race, color, religion or national origin. Regarding any position for which an employee or an applicant is qualified, the Contractor agrees to take affirmative action to employ, train, advance in employment, and retain individuals in accordance with applicable laws and regulations including:
- (1) For nondiscrimination based on race, color, religion, sex or national origin this includes, but is not limited to, the U.S. Constitution, and Parts II and IV of Executive Order 11246, September 24, 1965 (30 FR 12319). Contractor disputes related to compliance with its obligations shall be handled according to the rules, regulations, and relevant orders of the Secretary of Labor (See 41 CFR 60-1.1).
 - (2) For nondiscrimination based on Disabled or Vietnam Veterans this includes, but is not limited to, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended (38 U.S.C. 4012)(the Act); Executive Order 11701, January 24, 1973 (38 CFR 2675, January 29, 1973); and the regulations of the Secretary of Labor (41 CFR Part 60-250).
 - (3) For nondiscrimination based on the Handicapped this includes, but is not limited to, Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793)(the Act); Executive Order 11758, January 15, 1974; and the regulations of the Secretary of Labor (41 FR Part 60-741).
 - (4) For nondiscrimination based on Age this includes, but is not limited to, Executive Order 11141, February 12, 1964 (29 CFR 2477).

- (c) The Contractor shall include the terms of this clause in every subcontract or purchase order exceeding \$50,000 and shall act as specified by the Department of Labor to enforce the terms and implement remedies.

**SERVICE CONTRACT ACT OF 1965 (10-3)
(SEP 98)(BPI 10.3.4)**

- (a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, [41 U.S.C. 351, et seq.].

"Contractor," as used in this clause or in any subcontract, shall include the subcontractor, except in the term "BPA Prime Contractor."

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

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

- (c) Compensation.

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

- (2) Conforming additional classifications.

- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract [i.e., the work to be performed is not performed by any classification listed in the wage determination] so as to provide a reasonable relationship [i.e., appropriate level of skill comparison] between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall

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

(iii) The final determination of the conformance action by the Wage and Hour Division shall be posted as a part of the wage determination or a written copy shall be furnished to each affected employee.

(iv) Establishing rates.

(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification

from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

- (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than two years, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after two years under wage determinations to be issued by the Wage and Hour Division.
- (d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
- (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
- (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially

at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Records.

(1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(A) For each employee subject to the Act --

(i) Name, address and social security number;

(ii) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;

(iii) Daily and weekly hours worked by each employee; and

(iv) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(B) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.

(C) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (m) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

- (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to suspend of any further payment or advance of funds until the violation ceases.
- (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (i) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (j) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the BPA prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the BPA may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (k) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
- (l) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the BPA prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the BPA prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, together with a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.
- (m) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a BPA facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a

certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.

- (n) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (o) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (n) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the DOL (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (p) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

- (q) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**WAGE DETERMINATION (10-5)
(OCT 93)(BPI 10.3.4)**

The hourly rates and fringe benefits to be paid service employees under this contract shall not be less than those listed in the attached Service Contract Act wage determination.

ENVIRONMENT AND SAFETY

**SAFETY HEALTH AND PROPERTY PROTECTION – SERVICES (15-4.2)
ALTERNATE II
(SEP 98)(BPI 15.2.1)**

- (a) The Contractor shall protect the safety and health of its employees while working on a BPA site. The Contractor shall prevent damage to property, materials, supplies and equipment. In fulfilling these requirements, the Contractor shall comply with applicable laws, regulations, and any BPA safety and health requirements stated elsewhere in this contract. The Contractor shall immediately report to the Contracting Officer's Technical Representative (COTR) or Field Inspector (FI) any onsite injuries or property damage.
- (b) The Contractor shall be responsible for damages caused by the Contractor's failure to comply with this clause, including failures of subcontractors. The Contractor shall hold BPA harmless from any suits, actions and claims for injuries to or death of persons or damage to property arising from any action or omission of the Contractor, its subcontractors, in any way related to the work under this contract.
- (c) The Contractor shall immediately correct any noncompliance upon discovery, or upon notification by the Contracting Officer or a designated representative. The Contracting Officer or a designated representative may issue a stop work order if the Contractor fails to promptly correct their noncompliance. No time extension, claims of damages, or excess costs resulting from the stop work order or corrective action will be allowed.
- (d) The Contractor shall furnish all personal protective and other required safety equipment, except that which has been specified to be furnished by BPA. Hard hats meeting the requirements of OSHA/ANSI shall be worn by all persons on all construction projects unless a more serious hazardous condition is created by such use. Yellow hard hats shall not be worn. (A yellow hat signifies a qualified BPA electrical worker.)
- (e) Energized Facilities.
- (1) Whenever a worker enters energized substation yards or communication equipment sites, or whenever work is otherwise in proximity to BPA's normally-energized transmission facilities, the Contractor shall provide for the safety of the workers and

shall at all times take necessary precautions to protect BPA's facilities from accidental contact that could cause an outage, or damage the facility.

- (2) The Contractor shall, as directed by the COTR or FI or Qualified Electrical Employee, erect, maintain, and remove such safety fences as are required to prevent accidental contact between BPA's normally energized facilities and the Contractor's equipment or workers. BPA will normally furnish the safety fences required in its energized substation yards or communication equipment sites. The safety fences shall not be removed without consent of the COTR or FI or Qualified Electrical Employee. Safety fences furnished by BPA remain the property of BPA. If 'Safety Fence' is not specified separately in the Schedule of Prices as a specially priced item, its cost shall be considered included in the contract price(s) for the other item(s) listed in the Schedule. If separately priced, the estimated units (linear meters) of safety fence and the price for same are set forth in the Schedule of Prices. The "Variation in Quantity" clause, whether or not included herein, is inapplicable to this safety fence requirement. The Contractor will be compensated at the same unit price for the actual lineal meters of safety fence installed.

- (3) The contractor shall take precautions such as the following when fueling gasoline vehicles or power tools on a transmission line right-of-way or within a substation or BPA communication site:
 - (A) The fueling device should be grounded and bonded to the object being fueled before any vapors are permitted to escape;

 - (B) No ungrounded object or person should be allowed within the zone of escaping vapors;

 - (C) Plastic or any other non-conducting container shall not be used.

- (4) Dangerous induced voltages may be present because of energized adjacent facilities. The contractor shall take adequate safety measures to protect its employees and others from induced voltages as well as direct contact. The contractor shall provide qualified safety watchers for the protection of workers for the phases of the work where required by these specifications, law or regulation, or where it considers them to be necessary. Safety watchers shall take a suitable location and give undivided attention to ensure that no action on the part of the workers being watched can result in violation of the Minimum Approach Distance. Hence, more than one safety watcher may be required. A safety watcher shall have no other duties other than to limit the movement of personnel and/or equipment to prevent electrical contact accidents. Safety watchers are required under any of the following conditions:
 - (A) For all work being performed in a substation yard, except when the work area is separated from energized parts by a guard or barrier approved by a Qualified Electrical Employee.

 - (B) Whenever equipment or its load can come within 4.6 meters (15 feet) of energized parts, regardless of approved guards or barriers.

 - (C) Whenever inadvertent movement by a worker or equipment could result in violating the minimum working distance shown in Table 1.

- (D) When operating or moving equipment in a substation yard, except when the equipment is separated from energized parts by a guard or barrier approved by a Qualified Electrical Employee.
 - (E) For painting of transmission line towers when painters or their rigging exceeds the level of the lowest energized conductor, or come within 15 feet of such conductor.
 - (F) Whenever the contractor otherwise determines a safety watcher is necessary.
- (5) All safety watchers shall be competent electrical workers, having satisfactory experience with energized high-voltage facilities of the type located in proximity to the employees they are assigned to watch. The Contractor shall submit the prospective safety watcher's resume to the Contracting Office. This resume shall clearly demonstrate the ability of the individual to be a qualified safety watcher. Additionally, safety watchers shall pass a test administered by BPA and participate in an interview prior to performing any safety watcher duties.
- (6) The test will be a written examination covering the safety regulations set forth in the BPA Accident Prevention Manual. The interview will be administered by a BPA Substation Operator or designated BPA electrical worker to ensure the safety watcher is experienced with the type of high voltage facilities where they are to be a watcher. The interview may be given at the BPA Offices in Vancouver, Washington, or the work site, at the discretion of BPA. Tests will be administered in Vancouver, Washington at the BPA Ross Complex. Arrangements for taking the test shall be made with BPA Substation Operations. The contractor shall give BPA at least a 7-day notice prior to taking the examination. In the event an employee fails the test, one re-test can be given. A second failure will make the individual ineligible for future tests for a period of one year. The names of individual(s) passing the examination will be placed on a list. The names will remain on the list for a year, at which time the individual(s) will take another test, or have their name removed from the list. Upon request, the Contracting Officer will provide the list of names to the contractor. Testing will not be required for individuals listed. BPA does not guarantee the availability of any persons listed. All requests for safety watcher testing shall be forwarded to:
- Bonneville Power Administration
Construction Management
Contract Construction Safety Manager – TFH
P.O. Box 491
Vancouver, Washington 98666
- (7) If "Safety Watcher" is not specified separately in the Schedule of Prices, the costs therefore shall be considered included in the contract price specified for the contract item(s) listed. If separately priced as a separate unit-priced item, the estimated hours of safety watcher and the price for same are set forth in the schedule of prices. The "Variation in Estimated Quantity " clause, whether or not included herein, is inapplicable to this safety watcher requirement. The Contractor will be compensated at the specified rate for the actual hours of safety watcher hours performed.
- (f) The Contractor shall maintain an accurate record of, and shall report to the CO in the manner prescribed by the latter, all cases of death, occupational diseases, and injury

arising from, or incident to, performance of work under this contract. The record and report shall include a description of the preventative measures to be taken to avoid recurrence, any restitution or settlement made or the status thereof.

- (g) The Contractor shall have 30 days to take the remedial action required. If the Contractor fails to make full restitution or settlement within 30 days, BPA may:
 - (1) Make, or cause to be made, the required remedial action or cash settlement to the person or persons who have been injured, and
 - (2) Charge to the Contractor's account an equitable amount, not to exceed \$2,500.00, for any injury claim. More than one such payment, and charge, can be assessed if more than one injury has occurred.
- (h) The Contractor bears sole responsibility for ensuring that all personnel engaged in work related to the contract possess the necessary knowledge and skills to perform their work safely and to otherwise function in compliance with the foregoing criteria. (See also the Material and Workmanship clause)
- (i) The Contractor shall hold BPA harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work or operations under this contract.
- (j) The Contractor shall indemnify and hold harmless the property owners or parties lawfully in possession against all claims or liabilities asserted by third parties, including all governmental agencies, resulting directly or indirectly from the Contractor's wrongful or negligent acts or omissions.
- (k) Nothing stated herein shall be construed to be a limitation on the Contractor's liability. The rights and remedies of BPA provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
- (l) Before commencing work, the Contractor shall:
 - (1) Perform a hazards analysis of the work specified by this contract. Site and adjacent conditions shall be considered. All significant hazards shall be identified. Some of the hazards foreseen are identified as:
 - (A) _____,
 - (B) _____, etc. (CO to list)
 - (2) Submit a site specific safety plan to the CO for dealing with each specific hazard identified, whether identified by BPA or the Contractor.
 - (3) Meet with representatives of the Contracting Officer during the preconstruction conference to discuss and to develop a mutual understanding relative to the content and implementation of the plan.
 - (4) The CO, or her or his representatives, may require other hazards to be added to the plan. If planned hazard avoidance measures are deemed insufficient, the CO, or a

designated representative, may require revision. Work involving identified hazards shall not commence until adequate plans have been submitted and reviewed. BPA's review of the Contractor's plans shall in no way relieve the Contractor of the latter's liability for safe performance.

TABLE 1

Minimum Approach Distances (MAD) for Qualified Electrical Workers				
Nominal Voltage Phase to Phase	<u>MAD WITHOUT</u> Hold Order		<u>MAD WITH</u> Hold Order	
	Meters Inches		Meters	Inches
600 V – 15 kV	.67	26	.67	26
34.5 kV	.72	28	.72	28
69 kV	.94	37	.94	37
115 kV	.97	38	.97	38
138 kV	1.07	42	1.07	42
161 kV	1.25	49	1.25	49
230 kV (1)	1.83*	72*	1.33	52
287 kV	1.58*	62*	1.50	59
345 kV	1.71*	67*	1.68	66
500 kV (2)	3.21*	126*	2.24	88
400 kV DC+ (3)	2.37*	93*	2.67	105
500 kV DC+ (3)	3.05*	120*	3.51	138
Fiber Optics (OPGW)	.61	24	.61	24
Insulated Overhead Groundwires	.61	24	.61	24

* The inadvertent movement factor (IMF) of 12 inches (0.3m), included in MAD for worker motions, may be deducted at 230 kV and above, to specifically allow vehicles to safely pass under energized bus at those voltages. (Reference Technical Services SPIF: S M MNAP-01)

(1) The MAD *without* a Hold Order for 230 kV exceeds the MAD for 287 kV & 345 kV because of the 3.3 p.u. switching surge overvoltages that are possible when 230 kV SF6 puffer circuit breakers reclose.

(2) On 500 kV lines equipped with zinc oxide arresters or station rod gaps set to 55 inches (1.40m) and the reclosing relays cut out and a Hold Order in effect, the minimum approach distance is 88 inches (2.24m).

(3) The MAD *with* a Hold Order for DC voltages exceeds the MAD *without* a Hold Order

due to the introduction of tools in the gap while performing live-line work. (Lower p.u. switching surges present at reclosing on DC are the same in both cases)

TABLE 2

Minimum Approach Distances (MAD) For Non-Electrical Workers and Equipment	
Nominal Voltage Phase to Phase	<u>MAD (in feet)</u>
600v - 69 kV	10 ft.
69 kV – 345 kV	15 ft.
500 kV*	19 ft.
400 kV DC + 500 kV DC +*	19 ft.
Fiber Optics (OPGW)	10 ft.
Insulated Overhead Ground Wires	10 ft.

*Note-Lines nominally designated as 500 kV lines may be operated up to 550 kV operating voltage.

BONDS AND INSURANCE

**INSURANCE (16-2)
(SEP 03)(BPI 16.3.3)**

- (a) The following minimum kinds and amounts of insurance are applicable in the performance of the work under this contract. All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.
 - (1) **Workers' compensation and employer's liability.** Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. Employers' liability coverage of at least \$100,000 shall be required. BPA may require Contractors who are individuals (whether incorporated or not) to carry workers' compensation to protect agency interests. The Contracting Officer shall advise the Contractor regarding specific requirements.

(2) **General liability.** The contractor shall provide general liability insurance of at least \$1,000,000 per occurrence. Any policy aggregate limits which apply, shall be modified to apply to each location and project. The policy shall name BPA, its officials, officers, employees and agents, as insureds with respect to the contractor's performance of services. The contractor's policy shall be primary to any insurance or self-insurance programs of BPA.

(7) **Professional liability.** The contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.

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

(c) Before commencing work under this contract, the Contractor shall provide to the Contracting Officer certificates of insurance from the insurance company stating the insurance required has been obtained and is in force. The certificate(s) shall identify the contractor and the contract(s) for which coverage is provided, and shall contain a statement that the insurer will give notice of cancellation or any material change to the CO at least 30 days before the effective date. In addition, the contractor shall provide certificates as the policies are renewed throughout the period of the contract. If the contractor's insurance does not cover the subcontractors involved in the work, the contractor shall provide certificates stating that the required insurance has been obtained by the subcontractors.

PATENTS, DATA, AND COPYRIGHTS

AUTHORIZATION AND CONSENT (17-1)

(SEP 98)(BPI 17.2.1)

- (a) BPA may, upon written approval, authorize and consent to all use and manufacture of any invention described in and covered by a United States patent in the performance of this contract or subcontract at any tier.
- (b) BPA may, upon written approval, authorize and consent to all use of any work protected under the copyright laws of the United States in the performance of this contract or subcontract at any tier.
- (c) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.
- (d) The terms of this clause shall apply to subcontracts at any tier whether or not incorporated into such subcontracts.

PATENT RIGHTS (17-2)

(SEP 98)(BPI 17.3.5.1)

(a) Definitions.

- (1) "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under title 35 of the United States Code, or any novel variety of

plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.).

- (2) "Made," when used in relation to any invention, means the conception or first actual reduction to practice of such invention.
 - (3) "Nonprofit organization" means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.
 - (4) "Practical application" means to manufacture, in the case of a composition of product; to practice, in the case of a process or method, or to operate, in the case of a machine or system; and, in each case under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.
 - (5) "Small business firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 12 CFR 121.3-12, respectively, will be used.
 - (6) "Subject invention" means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract.
- (b) Allocation of principal rights. The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal Government shall have a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.
- (c) Invention disclosure, election of title, and filing of patent application by contractor.
- (1) The Contractor will disclose each subject invention to BPA within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the contractor will promptly notify BPA of the acceptance of any manuscript describing the invention for publication or of any sale or public use planned by the Contractor.
 - (2) The Contractor will elect in writing whether or not to retain title to any such invention by notifying BPA within 2 years of disclosure to the agency. However, in

any case where publication, or sale or public use has initiated the 1 year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by BPA to a date that is no more than 60 days prior to the end of the statutory period.

- (3) The contractor will file its initial patent application on a subject invention to which it elects to retain title within 1 year after election of title, or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, sale, or public use. The Contractor will file patent applications in additional countries or international patent offices within either 10 months of the corresponding initial patent application or 6 months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
 - (4) Requests for extension of the time for disclosure election, and filing under subparagraphs (c) (1), (2), and (3) of this clause may, at the discretion of BPA, be granted.
- (d) Conditions when the government may obtain title. The Contractor will convey to BPA, upon written request, title to any subject invention-
- (1) If the Contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title; provided, that BPA may only request title within 60 days after learning of the failure of the Contractor to disclose or elect within the specified times.
 - (2) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of BPA, the Contractor shall continue to retain title in that country.
 - (3) In any country in which the Contractor decided not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.
- (e) Minimum rights to contractor and protection of the Contractor right to file.
- (1) The Contractor will retain a non-exclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sub licenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of BPA, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.
 - (2) The Contractor's domestic license may be revoked or modified by BPA to the extent necessary to achieve expeditious practical application of subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404 and agency licensing regulations (if any). This license

will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of BPA to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

- (3) Before revocation or modification of the license, BPA will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed 30 days (or such other time as may be authorized by BPA for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 and BPA regulations, if any, concerning the licensing revocation or modification of the license.
- (f) Contractor action to protect the government's interest.
- (1) The Contractor agrees to execute or to have executed and promptly deliver to BPA all instruments necessary to-
 - (A) Establish or confirm the rights the government has throughout the world in those subject inventions to which the Contractor elects to retain title, and
 - (B) Convey title to BPA when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection throughout the world in that subject invention.
 - (2) The Contractor agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters, and in a format suggested by the Contractor, each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent application prior to U.S. or foreign statutory bars.
 - (3) The contractor will notify BPA of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.
 - (4) The Contractor agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "The invention was made with Government support under (identify the contract) awarded by U.S. Dept. of Energy, Bonneville Power Administration. The Government has certain rights in the invention."
- (g) Subcontracts.

- (1) The Contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the Contractor in this clause, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.
 - (2) The Contractor will include in all other subcontracts, regardless of tier, for experimental, developmental, or research work, a patent rights clause.
 - (3) In the case of subcontractors, at any tier, BPA, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.
- (h) Reporting on utilization of subject inventions. The Contractor agrees to submit, on request, periodic reports (no more frequently than annually) on the utilization of subject inventions or on efforts to obtain such utilization instigated by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as BPA may reasonably specify. The Contractor also agrees to provide such additional reports as may be requested by BPA in connection with any march-in proceeding undertaken by BPA in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), BPA agrees it will not disclose such information to persons outside the Government without the permission of the Contractor.
- (i) Preference for United States industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any product embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by BPA upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States, or that under the circumstances domestic manufacture is not commercially feasible.
- (j) March-in rights. The Contractor agrees that, with respect to any subject invention in which it has acquired title, BPA has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of BPA to require the Contractor, an assignee or exclusive licensee of a subject invention to grant a non-exclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request, that BPA has the right to grant such a license itself if BPA determines that-
- (1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;
 - (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or
 - (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.
- (k) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it agrees that-
- (1) Rights to a subject invention in the United States may not be assigned without the approval of BPA, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor;
 - (2) The Contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
 - (3) The balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions will be utilized for the support of scientific research or education; and
 - (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms, and that it will give a preference to a small business firm when licensing a subject invention if the Contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision of whether or not to give a preference in any specific case will be at the discretion of the Contractor. However, the Contractor agrees that the Secretary of Commerce may review the Contractor's licensing program and decisions regarding small business applicants. The Contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of this subparagraph (k)(4).

**RIGHTS IN DATA--WORKS MADE FOR HIRE (17-5)
(SEP 98)(BPI 17.4.4.1)**

(a) Allocation of Rights.

(1) BPA shall have--

- (A) Unlimited rights, meaning the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so, in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (b) of this clause for copyright.
 - (B) The right to limit exercise of claim to copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in such data, in accordance with subparagraph (b)(1) of this clause.
 - (C) The right to limit the release and use of certain data in accordance with paragraph (c) of this clause.
- (2) The Contractor shall have, to the extent permission is granted in accordance with subparagraph (b)(1) of this clause, the right to establish claim to copyright subsisting in data first produced in the performance of this contract.

(b) Copyright.

(1) Data first produced in the performance of this contract.

- (A) The Contractor agrees not to assert, establish, or authorize others to assert or establish, any claim to copyright subsisting in any data first produced in the performance of this contract without the prior written permission of the Contracting Officer. If a claim to copyright is made, the Contractor grants to the Government, and others acting on its behalf, a paid-up non-exclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.
 - (B) If BPA desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in subdivision (b)(1)(A) of this clause, the Contracting Officer may direct the Contractor to establish, or authorize the establishment of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.
- (2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contain a copyright notice, unless the Contractor identifies such data and grants to the Government or acquires on its behalf, a license of the same scope as set forth in subparagraph (b)(1) of this clause.

- (c) Release and use restrictions. Except as otherwise specifically provided for in this contract, the Contractor shall not use for purposes other than the performance of this contract, nor shall the Contractor release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.
- (d) Indemnity. The Contractor shall indemnify BPA and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless BPA provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules or regulations to participate in the defense thereof, and obtains the contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; nor do these provisions apply to material furnished to the Contractor by BPA and incorporated in data to which this clause applies.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(SEP 98)(BPI 23.3.1)**

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

INSPECTION AND WARRANTY

**INSPECTION - SERVICES AND CONSTRUCTION (18-4)
(SEP 98)(BPI 18.3.1)**

- (a) BPA may inspect the work called for by the contract at any time and place. BPA will perform inspections in a manner that will not unduly delay the work.
- (b) If any of the services do not conform with contract requirements (including services performed on a cost-reimbursement or time-and-materials basis), BPA may require the Contractor to perform the services again in conformity with the contract at no cost to BPA. When the defects in services cannot be corrected by re-performance, BPA may deduct from the contract payments an amount which reflects the reduced value of the services performed.
- (c) Neither inspection, lack of inspection, acceptance, nor payment shall relieve the Contractor of any of its obligations under this contract.

PROPERTY

**BPA-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)
(SEP 02)(BPI 19.4)**

- (a) The Contractor shall manage BPA-furnished, contractor-acquired property in accordance with BPI Appendix 19-A if that appendix is made a part of this contract. If Appendix 19-

A is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices.

- (b) BPA shall deliver to the Contractor, at the time and locations stated in this contract, BPA-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when--
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (c) Title to BPA-furnished property shall remain with BPA, unless specifically identified elsewhere in this contract. The Contractor shall use BPA-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for BPA inspection at all reasonable times.
- (d) Upon delivery of BPA-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in the performance of this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in BPA upon the supplier's delivery of such property to the contractor.
- (f) Title to BPA property shall not be affected by its incorporation into or attachment to any property not owned by BPA, nor shall BPA property become a fixture or lose its identity as personal property by being attached to any real property.
- (g) Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by BPA, which was not consumed in the performance of this contract or previously delivered to BPA. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of BPA property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to BPA as directed by the Contracting Officer.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(SEP 98)(BPI 19.8.1)**

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

TERMINATION

TERMINATION FOR THE CONVENIENCE OF BPA (20-2) (SEP 98)(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 plus reasonable termination expenses. On cost-reimbursement contracts it will not exceed the total of allowable and allocable costs of performance prior to termination plus 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 (20-3.1) 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.

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.

RELEASE OF CLAIMS (21-4)
(SEP 98)(BPI 21.3.12)

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

DISPUTES RESOLUTION PROCESS (21-3)
(SEP 03)(BPI 21.3.12)

- (a) All disputes arising under or relating to this contract shall be resolved under this clause.
- (b) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment or equitable adjustment that is not in dispute when submitted is not a claim. The submission may be converted to a claim, by complying with the requirements of this clause, if it is not disputed either as to liability or amount or is not acted upon in a reasonable time.
- (c) A claim by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision before final payment. A claim by BPA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of receipt of the request. For Contractor claims in excess of \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date when the decision will be made. At any time prior to issuance of the Contracting Officer's final decision, either party may request mediation or other alternate disputes resolution process (see paragraph (g)) by a third party in order to assist in settling the claim. Should the contractor request the use of an alternate disputes resolution process, the time frames for issuing a CO decision and payment of interest shall be suspended.
- (e) The decision of the Contracting Officer shall be final and conclusive and not subject to review by any forum, tribunal, or Government agency unless:
 - (1) Within 90 days from the date of receipt of such decision the Contractor or Contracting Officer initiates disputes resolution processes described in Subchapter IV of the Administrative Disputes Resolution Act of 1990 (P. Law 101-552, 104 Stat. 2736) with the Seattle Office of the American Arbitration Association at the address,

American Arbitration Association
600 University Street, Suite 1020
Seattle, WA 98101-4111

whose telephone number is (206) 622-6435 and facsimile number is(206) 343-5679; or

- (2) Within 90 days from the date of receipt of such decision the Contractor appeals the decision to the US Department of Energy, Board of Contract Appeals at either its postal or courier address:

US Postal Service (USPS) mailing address: US Department of Energy
Board of Contract Appeals
HG-50, Building 950
L'Enfant Plaza Building
1000 Independence Avenue SW
Washington, DC 20585-0116

Courier and other than USPS address: US Department of Energy
Board of Contract Appeals
Suite 810
950 L'Enfant Plaza SW
Washington, DC 20024

whose telephone number is (202) 287-1900 and facsimile (202) 287-1700, in the manner specified in the decision; or

- (3) Within 12 months from the date of receipt of such decision the Contractor brings an action thereon in the United States Court of Federal Claims.
- (f) The authority of the Contracting Officer under the Act does not extend to claims or disputes which by statute or regulation other agencies are expressly authorized to decide.
- (g) Alternative disputes resolution process.
- (1) The parties are encouraged to attempt an alternative dispute resolution as described by Subchapter IV of the Administrative Disputes Resolution Act of 1990 (P. Law 101-552, 104 Stat. 2736), including, at the request of any party, mediation or binding arbitration, prior to commencing litigation in any court, board or tribunal. Mediation shall be accomplished as agreed between the parties. Arbitration, if any, shall be done through the Seattle, Washington Office of the American Arbitration Association, and shall be done according to the Commercial Arbitration Rules of the American Arbitration Association, using one arbitrator unless otherwise agreed to by the parties. If the contractor rejects BPA's request to use an alternate dispute resolution process, the reason for its rejection shall be furnished to the Contracting Officer.
- (2) The parties stipulate that any tribunal to which any controversy or claim is brought should stay its proceedings, except in aid of arbitration, pending completion of arbitration and the issuance of the Arbitrator's award.
- (3) Service of summons in any court action to enforce or challenge an award must be effectuated according to Rule 4 of the Federal Rules of Civil Procedure for the United States District Courts or under the comparable rule of another court or tribunal with subject matter jurisdiction.

- (4) Except as specified below in this paragraph, there shall be no discovery in connection with any dispute resolution process. However, in the event that any party to such dispute resolution process shall receive information pertaining to the dispute through anyone's use of the Freedom of Information Act with the Department of Energy or Bonneville Power Administration, then, at the option of Bonneville Power Administration, other discovery shall be permitted and, if thus permitted at all, shall be opened fully to all parties. To the extent that such discovery cannot be effectuated by consent and agreement, it shall be under the supervision of the individual assisting with the dispute resolution.
- (h) BPA shall pay interest on the amount found due and unpaid from: (1) the date the Contracting Officer receives the claim, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate fixed by the Secretary of the Treasury, and applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) 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 decision of the Contracting Officer.

STATEMENT OF WORK

DEPARTMENT OF LABOR WAGE DETERMINATION

STATEMENT-OF WORK
FOR
ARCHITECT/ENGINEERING
AND
IT
SERVICES

A.GENERAL

The purpose of the contract is to provide Bonneville Power Administration (BPA) with Architect-Engineer (A-E) services required for the engineering and design of electrical, electronic and incidental non-electric features of substation, transmission line, and control center facilities and IT services. BPA is headquartered in Portland, Oregon and has power system facilities throughout its service area covering Washington, Oregon, Idaho, Western Montana and some adjacent parts of California, Nevada, and Wyoming. The contractor shall provide professional engineering and design services for BPA at such times and at such places as the Contracting Officer shall direct. The work to be performed under this Control is A-E services as indicated below and may include the following disciplines and skills:

- | | |
|-----------------------------|--------------------------------|
| - Electrical Engineering | - Cost Estimating |
| - Electronic Engineering | - Report Writing |
| - Software Engineering | - Engineering Studies |
| - Civil Engineering | - Engineering Support |
| - Mechanical Engineering | - Engineering Technician |
| Services | |
| - Structural Engineering | - Engineering Drafting (manual |
| and | |
| - Architectural Services | CAD) |
| - Material and Construction | - Construction Management |
| Specification Development | |

B. CATEGORIES OF A-E
SERVICES

Categories for A-E services to be performed under this contract include:

1. POWER SYSTEM SUBSTATION CATEGORY
500 kV and Below Substation and Transmission Electrical Design and
Equipment
Specification

Outdoor Substation: Substation electrical projects include: the analysis engineering, standards development, design and application of substation layouts and electrical facilities--both AC and DC systems--bus work, cable trench systems, grounding systems (including grounding wells), lighting, high voltage equipment, gas-insulated substation equipment, outdoor and incidental indoor wiring, high voltage equipment specification (power circuit breakers , transformers, reactors, capacitors, and switches), contract construction specifications, and Turn-key (engineer, furnish and construct) specifications. Non-electrical elements incidental to the projects identified above such as

substation site development, substation steel structures, footings, control house design, fencing, surface drainage, and oil spill containment and construction management may also be included.

Indoor Substation: Substation control, protection, and data systems projects include: the analysis, engineering, standards development, design, and application of power system control and protection systems and systems used for acquisition (discreet alarm, transducer, and telemetry systems), processing, and display of data used for local and remote power system control. Specific systems include relaying, transfer trip, remedial action schemes (stability control), substation battery and charges, SCADA (supervisory control and data acquisition) remote terminal units, revenue metering, events recording, substation annunciation, and digital fault recording, and the coordination of control house layout and space. Work may include the preparation of equipment and turnkey (engineer, furnish and install) specifications, and construction management duties.

Transmission Electrical: Transmission line electrical projects include: transmission line electrical analysis and design related to electrical/magnetic fields effects, grounding and shielding, phasing, audible noise, airway lighting/markings, and submarine/underground transmission cable systems, and construction management duties.

2. TRANSMISSION - NON-ELECTRICAL

Using sound engineering practices and judgment, the Contractor may perform all or some of the following services:

- a. Perform layout and non-electrical design of transmission lines, taps, and line disconnect switches. Perform layout and design for substation site development, roads, bridges, buildings, etc.
- b. Perform construction cost estimating, feasibility studies, and construction scheduling for the above facilities.
- c. Perform structural design and/or analyses of transmission structures, substation structures, or any other structures related to facilities described under item 1.
- d. Write and/or review construction and material specifications.
- e. Perform any requested inspections for design and/or construction on various projects.
- f. Perform layout and design for the attachment of fiber optics cables, PCS (wireless) antennas, and related equipment to the BPA transmission line structures and other facilities.
- g. Provide engineering manual drafting services and CAD services as required for the various non-electrical projects, including, but not limited to design drawings, site development, bridges, roads, buildings, etc..
- h. Provide geotechnical services (including geological reconnaissance and investigation, subsurface exploration, soils and rock testing, etc..
- i. Provide related survey and/or mapping services required or requested as part of any Item listed in a through h.
- j. Provide construction management services as required.

- k. Provide airway lighting and marking design for transmission lines and other structures as required.

3. CONTROL CENTER-ENERGY MANAGEMENT SYSTEM CATEGORY
Energy Management System Engineering Specification

Control center energy management system projects include, but are not limited to, the analysis, engineering, standards development, design, development, and application of systems used for the acquisition, processing, and display of data used for power system control, dispatch and scheduling such as the Real-time Operations, Dispatch and Scheduling (RODS) -System, which includes automatic generation control; Transmission Control and Dispatch System, which includes all SCADA functions; dispatcher training system; other control center computer-based master systems; and the preparation of equipment and turn-key (engineer, furnish and install) specifications. A-E services to be performed in this category include:

Hardware. - Computer system sizing and integration of CPU, MM., data interface, communication links (i.e., LAN, WAN, ethernet systems)- and data storage devices for real-time utility systems--from mainframes to workstations; highly reliable, redundant and fault-tolerant system design; distributed system design using LAN's; 7-Layer OSI (open systems interconnect) standard protocol; human-machine interface (custom keypads, keyboards, track ball, monitor); design and implementation of custom electronic circuitry; electronic switching networks; telemetry systems; power requirements, conditioning, and distribution for computer systems.

C. ARCHITECT-ENGINEERING SERVICES

Work to be accomplished by the A-E services in the above categories shall be defined in "Releases" which shall identify the specific tasks to be performed. Typical tasks may include:

1. Performing site investigations, collecting field data, researching current substation or control center records, and drawings for comparison with facility originals -("as-builts"), updating originals to reflect current facility condition, or status at BPA-owned, other utility-owned, or BPA customer-owned facilities.
2. Performing preliminary engineering to identify and study project alternatives to determine the best plan of service with regard to cost effectiveness, operation and maintenance requirements, safety, security, and reliability.
3. Preparing project design plans and complete engineering designs and drawings (one-lines, block diagrams, schematics, layout and wiring, plot plans, materials requests, bills of materials, Force Account or Contract Construction drawing lists, etc.), for the construction of new power system facilities and for additions, replacements, or upgrades of existing power system facilities or components.
4. Preparing cost estimates and material recommendations for program budgeting.
5. Reports on the progress of the A-E services being performed under the Task Order and design reviews or presentations, as may be required.
6. Preparing equipment, material, construction, and turn-key (engineer, furnish and install/construct) specifications.

7. Provide incidental engineering and design support during project construction, testing, and energization.
8. Provide construction follow-up with post-construction ("lessons-learned") reports, when appropriate, and record revision ("as-built") drawings.
9. Engineering studies concerning various aspects of substations and control systems and the development of engineering criteria or standards for the design and construction of those facilities.
10. Engineering studies, project designs, physical models and computer software related to transmission line electrical aspects such as corona and field effects, grounding/shielding, and airway lighting/markings.

C.1 LOCATION OF SERVICES

The majority of A-E services and Contractor's work performed under this contract will be accomplished at the Contractor's facilities. As required, the Contractor shall also perform liaison, coordination, and preparatory work to support the task at BPA Headquarters Office, in Portland, Oregon, or substation, control center, transmission line, or other field locations throughout the Pacific Northwest.

C.2 WORK PERFORMANCE

The Contractor shall provide personnel in the required disciplines and skills capable of efficiently and effectively performing the services described in this contract in a professional and timely manner. The Contractor shall ensure that all engineering work and designs conform to BPA engineering criteria and design standards, specifications and material requirements, and to applicable codes and industry and national standards. Finished drawings, reports, and other documents or deliverables shall be of high quality, checked for accuracy and completeness, and conform to the technical and delivery schedule requirements of the Release.

C.3 CONTRACTOR-FURNISHED PROPERTY FOR SERVICES

The Contractor shall provide the facilities in which to work and tools necessary to perform the work, including Computer Aided Design (CAD) workstations capable of producing drawings that are compatible, without translation, with BPA's INTERGRAPH CAD system. All other property and services necessary to complete the work and not noted in E below shall be furnished by the Contractor.

D. IT SERVICES

The Contractor shall provide professional technical services to full fill the need for consulting and technical services in an array of disciplines and technical expertise to support the implementation and integration of new business critical systems for the Transmission Business Line. The Contractor shall provide a full spectrum of custom solutions, technology expertise, program management expertise and experience with developing and integrating mission critical business systems. The Contractor shall provide a suite of services focused on delivery capabilities and a proven methodology to maximize BPAT's technology investment. The Contractor shall provide

professionals who have experience in a wide range of advanced technologies and implementing the latest technology advancements

E. SUBMITTALS

The Contractor shall submit all studies, reports, drawings, estimates, designs, specifications, and other deliverables to the designed BPA Contracting Officer's Representative. Review submittals shall be submitted at the 30 percent completion, 70 percent completion, and 100 percent completion stages unless otherwise directed in the Release for each project. The quantity of submittals shall be as follows unless otherwise stated in the Release:

1. Review submittals--three copies.
2. Final submittal--original and two copies.
3. If the deliverable is a CAD design, the final submittal shall be in the form of a
BPA INTERGRAPH compatible disk or tape (without requiring translation), one set of reproducible drawings, and two copy sets.

The Contractor shall be responsible for packaging the drawings, reports, other documentation, magnetic storage media for CAD or other software products, and other deliverables such that they are received at the specified destination in good condition.

E. GOVERNMENT-FURNISHED PROPERTY OR SERVICES

BPA will furnish, as appropriate, necessary special material or information required for the Contractor to perform the work, which may include the following:

1. Access to BPA drawing files, project files, or other pertinent information at
BPA Headquarters in Portland, Oregon, or field locations when appropriate.
2. Title block and border information in digital form for new drawings that are
generated with an INTERGRAPH compatible CAD system.
3. Drawing forms with preprinted BPA title block and border for new manually
drafted drawings.
4. Original manually drafted drawings and original digitized CAD drawings to be
revised during the performance of the task. The Contractor shall be responsible
for the return of original drawings in good condition. In the event of loss or
damage to the originals, the Contractor shall provide CAD produced duplicate
originals at the Contractor's expense.
5. Standard BPA forms such as Bills of Materials, Material Requests, Material
Retirements, Force Account Drawing List, etc.

6. Equipment manufacturers' drawings and other equipment and materials information.
7. BPA design or procedures manuals, standard drawings, and specifications such as the BPA Substation and Control Engineering Criteria and Standards, Drafting Manual, Standards Catalog of Materials and Equipment, and material, equipment, or contract construction specifications

Department Of Labor Wage Determination

Mail Invoice To:

See Individual Releases
For Invoice Instructions

Contract : 00017730
Release : 00000
Page : 1

Vendor:
DESIGNTECH ASSOCIATES
910 MINNEHAHA #8
VANCOUVER WA 98665

Please Direct Inquiries to:

RAY L. BYRD
Title: CONTRACT SPECIALIST
Phone: 503-230-7558
Fax :

Attn: PAUL W GILLETT

Contract Title: TECHNICAL DESIGN/ENGINEERING AND IT DESIGN SERVICES

Total Value :

Pricing Method: TIME & MATERIALS
Performance Period: 04/19/04 - 09/30/13

Payment Terms: 8 Days Net 30



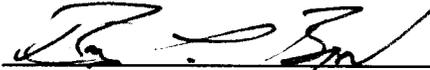
Contractor Signature

PAUL W. GILLETT / OWNER

Printed Name/Title

5/19/2011

Date Signed



BPA Contracting Officer

19 May 2011

Date Signed

Contract Modifications

Title : EXTEND FOR SLMO TRANSITION

Modification: 014

Modified Performance Period: - 09/30/13

Modification Value:

Pricing Method : TIME & MATERIALS



CONTRACT CONTINUATION SHEET

MASTER CONTRACT 17730 – MODIFICATION 014

EXTEND PERFORMANCE PERIOD FOR NON-A&E POSITIONS

Contracting Officer	Vasia Polizos	(503) 230-4164	vpolizos@bpa.gov
Contracting Officer's Technical Representative	Tamara Wilde	(360) 418-2752	tawilde@bpa.gov
Contractor Representative	Paul Gillett	(503) 230-3717	pwgillett@bpa.gov

Modification 014 to Master Contract 17730 is issued to authorize and incorporate the following:

- A. The Performance Period is extended through FY 2013 (ending 09/30/2013), for technical and professional Non-A&E positions only.
- B. Scope of Work remains unchanged from what was incorporated into the master through previous modifications. Specific SOW's and Schedules of Prices (budgets) are funded per each release.
- C. For all contracting matters, refer to the BPA Contracting Officer (CO):
Vasia Polizos, NSSF-4, Phone: 503-230-4164; Email: vpolizos@bpa.gov .
- D. Instructions for submitting invoices are specified on individual releases.

ALL OTHER TERMS AND CONDITIONS UNDER THIS MASTER CONTRACT ARE APPLICABLE TO THIS MODIFICATION.

(END OF CONTRACT CONTINUATION SHEET)

UNITED STATES
GOVERNMENT

MASTER CONTRACT

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

See Individual Releases
For Invoice Instructions

Contract : 00017730
Release : 00000
Page : 1

Vendor:
DESIGNTECH ASSOCIATES
910 MINNEHAHA #8
VANCOUVER WA 98665

Please Direct Inquiries to:

VASIA POLIZOS
Title: CONTRACT SPECIALIST
Phone: 503-230-4164
Fax : 503-230-4508

Attn: Paul Gillett

Contract Title: TECHNICAL DESIGN/ENGINEERING AND IT DESIGN SERVICES

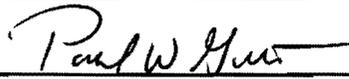
Total Value :

Pricing Method: TIME & MATERIALS

Payment Terms: %

Days Net 30

Performance Period: 04/19/04 - 09/30/11

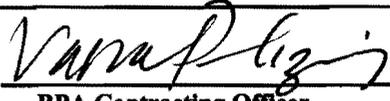

Contractor Signature

PAUL W. GILLETT / OWNER

Printed Name/Title

9/21/2010

Date Signed


BPA Contracting Officer

2/29/10
Date Signed

Title : EXTEND MASTER CONTRACT THROUGH FY11

Modification: 013

Modified Performance Period: - 09/30/11

Modification Value:

Pricing Method :



CONTRACT CONTINUATION SHEET

MASTER CONTRACT 17730 – MODIFICATION 013

EXTEND PERFORMANCE PERIOD FOR FY 2011 FOR NON-A&E POSITIONS

Contracting Officer	Vasia Polizos	(503) 230-4164	vpolizos@bpa.gov
Contracting Officer's Technical Representative	Tamara Wilde	(360) 418-2752	tawilde@bpa.gov
Contractor Representative	Paul Gillett	(503) 230-3717	pwgillett@bpa.gov

Modification 013 to Master Contract 17730 is issued to authorize and incorporate the following:

- A. The Performance Period is extended through FY 2011 (ending 09/30/2011), for technical and professional Non-A&E positions only.
- B. Scope of Work remains unchanged from what was incorporated into the master through previous modifications. Specific SOW's and Schedules of Prices (budgets) are funded per each release.
- C. For all contracting matters, refer to the BPA Contracting Officer (CO):
Vasia Polizos, NSSF-4, Phone: 503-230-4164; Email: vpolizos@bpa.gov .
- D. Instructions for submitting invoices are specified on individual releases.

ALL OTHER TERMS AND CONDITIONS UNDER THIS MASTER CONTRACT ARE APPLICABLE TO THIS MODIFICATION.

(END OF CONTRACT CONTINUATION SHEET)

BONNEVILLE
POWER ADMINISTRATION

MASTER CONTRACT

Mail Invoice To:

See Page 2

Contract : 00017730
Release : 00000
Page : 1

Vendor:
DESIGNTECH ASSOCIATES
910 MINNEHAHA #8
VANCOUVER WA 98665

Please Direct Inquiries to:

VI T. TA
Title: CONTRACT SPECIALIST
Phone: 503-230-3985
Fax : 503-230-4508

Attn: Paul Gillette

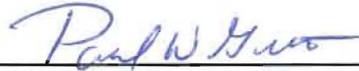
Contract Title: TECHNICAL DESIGN/ENGINEERING AND IT DESIGN SERVICES

Total Value :

Pricing Method: TIME & MATERIALS

Payment Terms: % Days Net 30

Performance Period: 04/19/04 - 09/30/10



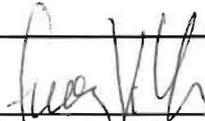
Contractor Signature

Paul W. Gillette/owner

Printed Name/Title

09/05/2009

Date Signed



BPA Contracting Officer

9/4/09

Date Signed

Title : REVISED BILLING RATES & EXTEND TIME FOR NON-A&E POSITIONS ONLY

Amendment: 012

Amended Performance Period: - 09/30/10

Amendment Value:

Pricing Method : TIME & MATERIALS

MASTER CONTRACT

Mail Invoice To:

See Page 2

Contract : 00017730
Release : 00000
Page : 1

Vendor:
DESIGNTECH ASSOCIATES
910 MINNEHAHA #8
VANCOUVER WA 98665

Please Direct Inquiries to:
VI T. TA
Title: CONTRACT SPECIALIST
Phone: 503-230-3985
Fax : 503-230-4508

Attn: Paul Gillette

Contract Title: TECHNICAL DESIGN/ENGINEERING AND IT DESIGN SERVICES

Total Value :
Pricing Method: TIME & MATERIALS Payment Terms: % Days Net 30
Performance Period: 04/19/04 - 09/30/10

Contractor Signature

BPA Contracting Officer

Printed Name/Title

Date Signed

Date Signed

Title : REVISED BILLING RATES & EXTEND TIME FOR NON-A&E POSITIONS ONLY
Amendment: 012
Amended Performance Period: - 09/30/10
Amendment Value:
Pricing Method : TIME & MATERIALS



COVER SHEET CONTINUATION

MASTER CONTRACT NO.17730-000-012
EXTEND PERFORMANCE PERIOD & REVISED BILLING RATES
FOR NON-A&E POSITIONS

Amendment #12 to Master Contract 17730 is issued to authorize and incorporate the following:

A. Schedule of Prices: The hourly billing rates shown below are in effect from October 1st, 2009 to September 30, 2010.

Table with 4 columns: Item No., Position Description: Professional Services Category, Hourly Billing Rate BPA Retirees, Hourly Billing Rate Non-BPA Retirees. Rows include Executive Consultant, Senior Analyst III, II, I, Analyst III, II, I, Sr. Technical Writer, Technical Writer, and Additional Positions.

B. Performance period is extended to September 30, 2010 for Non-A&E positions only (applicable to only those positions listed in the Schedule).

C. Add the following clauses; see full language in Attachment No.1.
- Bankruptcy (14-18)
- Limitation On Travel Costs (22-50)

D. See Attachment No. 2 for Position Descriptions (PD).

E. Delete clause Service Contract Act of 1965 (10-3) and Wage Determination (10-5) from the original contract as Professional Services positions are exempt from SCA of 1965.

F. Send invoices to:
Attn: Tamara Wilde TEP-TPP-1
Bonneville Power Administration
P.O. Box 61409
Vancouver, WA 98666-0491

ALL OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT ARE APPLICABLE TO THIS AMENDMENT.

ATTACHMENT 1

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

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

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

ATTACHMENT 2 POSITIONS DESCRIPTIONS

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Bonneville Power Administration



Contract Employee Skills Description

Professional Services

ONET: 27-3031.00

Labor Category:	Communications Analyst 3		Specialized Title: (if applicable)	Transmission Policy & Strategy		
Minimum and/or desired Education level:		X	Bachelor's Degree	Minimum and/or desired years of Experience Level:		
	High School Diploma or equivalent		Master's Degree		1 - Junior	½ - 4 years
	Specialized Occupational Certificate (see certification area below)		PhD/Doctorate		2 - Mid	5 - 9 years
X	Associates Degree (see certification area below)	Desired Major(s):	Business, Marketing, Management or related fields	X	3 - Lead	10+ years
General Position Overview:		<p>Develop communications strategies and programs for groups or organizations by writing and/or preparing communications materials and releasing them through various communications media. May prepare work papers, arrange briefings, and make presentations.</p> <p>General Tasks may include but not limited to:</p> <ul style="list-style-type: none"> • Prepare or edit organizational publications for internal and external audiences. • Establish and maintain cooperative relationships with both internal and external stakeholders. • Plan and direct development and communication of organization's accomplishments and agenda. • Study the objectives, policies and needs of organization to develop communications strategies. <p style="background-color: yellow;">See page 2 of document for additional position information for specific specialties</p>				
General Skill Requirements:		<ul style="list-style-type: none"> • Communicating effectively in writing as appropriate for the needs of the audience. • Knowledge of communication techniques and methods. This includes alternative ways to inform via written, oral, and visual media. • The ability to communicate information and ideas in speaking so others will understand. • Knowledge of principles and processes for providing customer service, including customer needs assessments. • Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems. • Knowledge of marketing strategy and tactics. • Considering the relative costs and benefits of potential actions to choose the most appropriate one. • Knowledge of business and management principles involved in strategic planning, resource allocation, leadership technique, and coordination of people and resources. <p style="background-color: yellow;">Specialized skill requirements should be included in the block below</p>				
Additional Desired or Specialized Skills:		<p style="background-color: yellow;">Specialized job titles should have additional skills requirements defined here</p>				
Certification(s) Required/Desired:		<ul style="list-style-type: none"> • Associate Degree or equivalent experience • Bachelor of Science in Computer Science, Engineering or a related technical discipline is highly desirable. 				

SEE ADDITIONAL POSITION INFORMATION ON PAGE 2

Bonneville Power Administration

Contract Employee Skills Description



Professional Services

ONET: 13-1111.00

Labor Category:	Business Analyst I		Specialized Title: (if applicable)	Marketing & Sales Business Operations		
Minimum and/or desired Education level:			Bachelor's Degree	Minimum and/or desired years of Experience Level:		
	High School Diploma or equivalent		Master's Degree	X	1 - Junior	½ - 4 years
	Specialized Occupational Certificate (see certification area below)		PhD/Doctorate		2 - Mid	5 - 9 years
X	Associates Degree (see certification area below)	Desired Major(s):			3 - Lead	10+ years
General Position Overview:		<p>Perform analysis of business issues, provide recommendations for possible solutions, work with stakeholders to drive decision making and define requirements for program or project development, ensuring that business needs are being met. Complete documentation for business requirements which guide program/project development efforts, working closely with development team and business teams to ensure successful implementation of business requirements. Assist with the development and maintenance of the business requirements process used to define requirements for projects, assist with the definition and negotiation of project scope and create appropriate scope documentation. Communicates project status and escalates issues as needed.</p> <p>General Tasks may include but not limited to:</p> <ul style="list-style-type: none"> • Gather and organize information on problems or procedures. • Analyze data gathered and develop solutions or alternative methods of proceeding. • Confer with personnel concerned to ensure successful functioning of newly implemented systems or procedures. • Develop and implement records management program for filing, protection, and retrieval of records, and assure compliance with program. • Review forms and reports and confer with management and users about format, distribution, and purpose, and to identify problems and improvements. • Interview personnel and conduct on-site observation to ascertain unit functions, work performed, and methods, equipment, and personnel used. • Document findings of study and prepare recommendations for implementation of new systems, procedures, or organizational changes. • Prepare manuals and train workers in use of new forms, reports, procedures or equipment, according to organizational policy. • Design, evaluate, recommend, and approve changes of forms and reports. • Plan study of work problems and procedures, such as organizational change, communications, information flow, integrated production methods, inventory control, or cost analysis <p>See page 2 of document for additional position/task information for specific specialties</p>				
General Skill Requirements:		<ul style="list-style-type: none"> • Proven organizational skills with the ability to develop a detailed work plan to ensure project success • Demonstrated ability to organize and facilitate large cross functional meetings • Promote consensus on a high level view of the project and drill down into the details to obtain the requirements • Perform thorough requirement interviews with project stakeholders • Ability to document project issues, risks, assumptions and requirements • Demonstrated problem solving skills and the ability to work collaboratively with other departments to resolve issues • The ability to analyze and develop business scenarios and use cases • Follow policies and procedures to ensure audit and corporate compliance • Consistently deliver project status and time tracking regularly to management • Conduct comprehensive requirements reviews with project stakeholders, development and QA teams • Creating process flows and diagrams necessary to assist the requirements gathering process • Possess excellent written and verbal communication skills • Strong facilitation, negotiation, and conflict resolution skills • Ability to work in a fast-paced environment, handling multiple priorities <p>Specialized skill requirements should be included in the block below</p>				
Additional Desired or Specialized Skills:		<p>See skills requirements on page 2.</p> <p>Specialized job titles should have additional skills requirements defined here</p>				
Certification(s) Required/Desired:		<ul style="list-style-type: none"> • Associate Degree or equivalent experience • Bachelor of Science in Computer Science, Engineering or a related technical discipline is highly desirable. 				

Bonneville Power Administration

Contract Employee Skills Description



Professional Services

ONET: 13-1111.00

Labor Category:	Business Analyst I		Specialized Title: (if applicable)	Transmission Asset Systems		
Minimum and/or desired Education level:			Bachelor's Degree	Minimum and/or desired years of Experience Level:		
	High School Diploma or equivalent		Master's Degree	X	1 - Junior	½ - 4 years
	Specialized Occupational Certificate (see certification area below)		PhD/Doctorate		2 - Mid	5 - 9 years
X	Associates Degree (see certification area below)	Desired Major(s):			3 - Lead	10+ years
General Position Overview:		<p>Perform analysis of business issues, provide recommendations for possible solutions, work with stakeholders to drive decision making and define requirements for program or project development, ensuring that business needs are being met. Complete documentation for business requirements which guide program/project development efforts, working closely with development team and business teams to ensure successful implementation of business requirements. Assist with the development and maintenance of the business requirements process used to define requirements for projects, assist with the definition and negotiation of project scope and create appropriate scope documentation. Communicates project status and escalates issues as needed.</p> <p>General Tasks may include but not limited to:</p> <ul style="list-style-type: none"> • Gather and organize information on problems or procedures. • Analyze data gathered and develop solutions or alternative methods of proceeding. • Confer with personnel concerned to ensure successful functioning of newly implemented systems or procedures. • Develop and implement records management program for filing, protection, and retrieval of records, and assure compliance with program. • Review forms and reports and confer with management and users about format, distribution, and purpose, and to identify problems and improvements. • Interview personnel and conduct on-site observation to ascertain unit functions, work performed, and methods, equipment, and personnel used. • Document findings of study and prepare recommendations for implementation of new systems, procedures, or organizational changes. • Prepare manuals and train workers in use of new forms, reports, procedures or equipment, according to organizational policy. • Design, evaluate, recommend, and approve changes of forms and reports. • Plan study of work problems and procedures, such as organizational change, communications, information flow, integrated production methods, inventory control, or cost analysis <p>See page 2 of document for additional position/task information for specific specialties</p>				
General Skill Requirements:		<ul style="list-style-type: none"> • Proven organizational skills with the ability to develop a detailed work plan to ensure project success • Demonstrated ability to organize and facilitate large cross functional meetings • Promote consensus on a high level view of the project and drill down into the details to obtain the requirements • Perform thorough requirement interviews with project stakeholders • Ability to document project issues, risks, assumptions and requirements • Demonstrated problem solving skills and the ability to work collaboratively with other departments to resolve issues • The ability to analyze and develop business scenarios and use cases • Follow policies and procedures to ensure audit and corporate compliance • Consistently deliver project status and time tracking regularly to management • Conduct comprehensive requirements reviews with project stakeholders, development and QA teams • Creating process flows and diagrams necessary to assist the requirements gathering process • Possess excellent written and verbal communication skills • Strong facilitation, negotiation, and conflict resolution skills • Ability to work in a fast-paced environment, handling multiple priorities <p>Specialized skill requirements should be included in the block below</p>				
Additional Desired or Specialized Skills:		<p>See skills requirements on page 2.</p> <p>Specialized job titles should have additional skills requirements defined here</p>				
Certification(s) Required/Desired:		<ul style="list-style-type: none"> • Associate Degree or equivalent experience • Bachelor of Science in Computer Science, Engineering or a related technical discipline is highly desirable. 				

Bonneville Power Administration



Contract Employee Skills Description

Professional Services

ONET: 13-1111.00

Labor Category:	Business Analyst I	Specialized Title: (if applicable)	Commercial System Production Support			
Minimum and/or desired Education level:		Bachelor's Degree	Minimum and/or desired years of Experience Level:			
	High School Diploma or equivalent	Master's Degree	X	1 - Junior	½ - 4 years	
	Specialized Occupational Certificate (see certification area below)	PhD/Doctorate		2 - Mid	5 - 9 years	
X	Associates Degree (see certification area below)	Desired Major(s):		3 - Lead	10+ years	
General Position Overview:	<p>Perform analysis of business issues, provide recommendations for possible solutions, work with stakeholders to drive decision making and define requirements for program or project development, ensuring that business needs are being met. Complete documentation for business requirements which guide program/project development efforts, working closely with development team and business teams to ensure successful implementation of business requirements. Assist with the development and maintenance of the business requirements process used to define requirements for projects, assist with the definition and negotiation of project scope and create appropriate scope documentation. Communicates project status and escalates issues as needed.</p> <p>General Tasks may include but not limited to:</p> <ul style="list-style-type: none"> • Gather and organize information on problems or procedures. • Analyze data gathered and develop solutions or alternative methods of proceeding. • Confer with personnel concerned to ensure successful functioning of newly implemented systems or procedures. • Develop and implement records management program for filing, protection, and retrieval of records, and assure compliance with program. • Review forms and reports and confer with management and users about format, distribution, and purpose, and to identify problems and improvements. • Interview personnel and conduct on-site observation to ascertain unit functions, work performed, and methods, equipment, and personnel used. • Document findings of study and prepare recommendations for implementation of new systems, procedures, or organizational changes. • Prepare manuals and train workers in use of new forms, reports, procedures or equipment, according to organizational policy. • Design, evaluate, recommend, and approve changes of forms and reports. • Plan study of work problems and procedures, such as organizational change, communications, information flow, integrated production methods, inventory control, or cost analysis <p>See page 2 of document for additional position/task information for specific specialties</p>					
General Skill Requirements:	<ul style="list-style-type: none"> • Proven organizational skills with the ability to develop a detailed work plan to ensure project success • Demonstrated ability to organize and facilitate large cross functional meetings • Promote consensus on a high level view of the project and drill down into the details to obtain the requirements • Perform thorough requirement interviews with project stakeholders • Ability to document project issues, risks, assumptions and requirements • Demonstrated problem solving skills and the ability to work collaboratively with other departments to resolve issues • The ability to analyze and develop business scenarios and use cases • Follow policies and procedures to ensure audit and corporate compliance • Consistently deliver project status and time tracking regularly to management • Conduct comprehensive requirements reviews with project stakeholders, development and QA teams • Creating process flows and diagrams necessary to assist the requirements gathering process • Possess excellent written and verbal communication skills • Strong facilitation, negotiation, and conflict resolution skills • Ability to work in a fast-paced environment, handling multiple priorities <p>Specialized skill requirements should be included in the block below</p>					
Additional Desired or Specialized Skills:	<p>See skills requirements on page 2.</p> <p>Specialized job titles should have additional skills requirements defined here</p>					
Certification(s) Required/Desired:	<ul style="list-style-type: none"> • Associate Degree or equivalent experience • Bachelor of Science in Computer Science, Engineering or a related technical discipline is highly desirable. 					

Bonneville Power Administration

Contract Employee Skills Description



Professional Services

ONET: 13-1111.00

Labor Category:	Business Analyst 2	Specialized Title: (if applicable)	Commercial Business Process Improvement
Minimum and/or desired Education level:		Bachelor's Degree	Minimum and/or desired years of Experience Level:
	High School Diploma or equivalent	Master's Degree	1 - Junior ½ - 4 years
	Specialized Occupational Certificate (see certification area below)	PhD/Doctorate	X 2 - Mid 5 – 9 years
X	Associates Degree (see certification area below)	Desired Major(s):	3 - Lead 10+ years
General Position Overview:	<p>Perform analysis of business issues, provide recommendations for possible solutions, work with stakeholders to drive decision making and define requirements for program or project development, ensuring that business needs are being met. Complete documentation for business requirements which guide program/project development efforts, working closely with development team and business teams to ensure successful implementation of business requirements. Assist with the development and maintenance of the business requirements process used to define requirements for projects, assist with the definition and negotiation of project scope and create appropriate scope documentation. Communicates project status and escalates issues as needed.</p> <p>General Tasks may include but not limited to:</p> <ul style="list-style-type: none"> • Gather and organize information on problems or procedures. • Analyze data gathered and develop solutions or alternative methods of proceeding. • Confer with personnel concerned to ensure successful functioning of newly implemented systems or procedures. • Develop and implement records management program for filing, protection, and retrieval of records, and assure compliance with program. • Review forms and reports and confer with management and users about format, distribution, and purpose, and to identify problems and improvements. • Interview personnel and conduct on-site observation to ascertain unit functions, work performed, and methods, equipment, and personnel used. • Document findings of study and prepare recommendations for implementation of new systems, procedures, or organizational changes. • Prepare manuals and train workers in use of new forms, reports, procedures or equipment, according to organizational policy. • Design, evaluate, recommend, and approve changes of forms and reports. • Plan study of work problems and procedures, such as organizational change, communications, information flow, integrated production methods, inventory control, or cost analysis <p>See page 2 of document for additional position/task information for specific specialties</p>		
General Skill Requirements:	<ul style="list-style-type: none"> • Proven organizational skills with the ability to develop a detailed work plan to ensure project success • Demonstrated ability to organize and facilitate large cross functional meetings • Promote consensus on a high level view of the project and drill down into the details to obtain the requirements • Perform thorough requirement interviews with project stakeholders • Ability to document project issues, risks, assumptions and requirements • Demonstrated problem solving skills and the ability to work collaboratively with other departments to resolve issues • The ability to analyze and develop business scenarios and use cases • Follow policies and procedures to ensure audit and corporate compliance • Consistently deliver project status and time tracking regularly to management • Conduct comprehensive requirements reviews with project stakeholders, development and QA teams • Creating process flows and diagrams necessary to assist the requirements gathering process • Possess excellent written and verbal communication skills • Strong facilitation, negotiation, and conflict resolution skills • Ability to work in a fast-paced environment, handling multiple priorities <p>Specialized skill requirements should be included in the block below</p>		
Additional Desired or Specialized Skills:	<p>See specialized skill requirements on page 2.</p> <p>Specialized job titles should have additional skills requirements defined here</p>		
Certification(s) Required/Desired:	<ul style="list-style-type: none"> • Associate Degree or equivalent experience • Bachelor of Science in Computer Science, Engineering or a related technical discipline is highly desirable. 		

Bonneville Power Administration

Contract Employee Skills Description



Professional Services

ONET: 13-1111.00

Labor Category: Business Analyst 2		Specialized Title: (if applicable)		Operating Reserves & Ancillary Services		
Minimum and/or desired Education level:			Bachelor's Degree		Minimum and/or desired years of Experience Level:	
	High School Diploma or equivalent		Master's Degree		1 - Junior	½ - 4 years
	Specialized Occupational Certificate (see certification area below)		PhD/Doctorate		X 2 - Mid	5 – 9 years
X	Associates Degree (see certification area below)		Desired Major(s):		3 - Lead	10+ years
General Position Overview:		<p>Perform analysis of business issues, provide recommendations for possible solutions, work with stakeholders to drive decision making and define requirements for program or project development, ensuring that business needs are being met. Complete documentation for business requirements which guide program/project development efforts, working closely with development team and business teams to ensure successful implementation of business requirements. Assist with the development and maintenance of the business requirements process used to define requirements for projects, assist with the definition and negotiation of project scope and create appropriate scope documentation. Communicates project status and escalates issues as needed.</p> <p>General Tasks may include but not limited to:</p> <ul style="list-style-type: none"> • Gather and organize information on problems or procedures. • Analyze data gathered and develop solutions or alternative methods of proceeding. • Confer with personnel concerned to ensure successful functioning of newly implemented systems or procedures. • Develop and implement records management program for filing, protection, and retrieval of records, and assure compliance with program. • Review forms and reports and confer with management and users about format, distribution, and purpose, and to identify problems and improvements. • Interview personnel and conduct on-site observation to ascertain unit functions, work performed, and methods, equipment, and personnel used. • Document findings of study and prepare recommendations for implementation of new systems, procedures, or organizational changes. • Prepare manuals and train workers in use of new forms, reports, procedures or equipment, according to organizational policy. • Design, evaluate, recommend, and approve changes of forms and reports. • Plan study of work problems and procedures, such as organizational change, communications, information flow, integrated production methods, inventory control, or cost analysis <p>See page 2 of document for additional position/task information for specific specialties</p>				
General Skill Requirements:		<ul style="list-style-type: none"> • Proven organizational skills with the ability to develop a detailed work plan to ensure project success • Demonstrated ability to organize and facilitate large cross functional meetings • Promote consensus on a high level view of the project and drill down into the details to obtain the requirements • Perform thorough requirement interviews with project stakeholders • Ability to document project issues, risks, assumptions and requirements • Demonstrated problem solving skills and the ability to work collaboratively with other departments to resolve issues • The ability to analyze and develop business scenarios and use cases • Follow policies and procedures to ensure audit and corporate compliance • Consistently deliver project status and time tracking regularly to management • Conduct comprehensive requirements reviews with project stakeholders, development and QA teams • Creating process flows and diagrams necessary to assist the requirements gathering process • Possess excellent written and verbal communication skills • Strong facilitation, negotiation, and conflict resolution skills • Ability to work in a fast-paced environment, handling multiple priorities <p>Specialized skill requirements should be included in the block below</p>				
Additional Desired or Specialized Skills:		<p>See specialized skill requirements on page 2.</p> <p>Specialized job titles should have additional skills requirements defined here</p>				
Certification(s) Required/Desired:		<ul style="list-style-type: none"> • Associate Degree or equivalent experience • Bachelor of Science in Computer Science, Engineering or a related technical discipline is highly desirable. 				

Bonneville Power Administration

Contract Employee Skills Description



Professional Services

ONET: 13-1111.00

Labor Category: Business Analyst 2		Specialized Title: (if applicable)		Transmission Business Process & Implementation		
Minimum and/or desired Education level:			Bachelor's Degree		Minimum and/or desired years of Experience Level:	
	High School Diploma or equivalent		Master's Degree		1 - Junior	½ - 4 years
	Specialized Occupational Certificate (see certification area below)		PhD/Doctorate	X	2 - Mid	5 – 9 years
X	Associates Degree (see certification area below)	Desired Major(s):			3 - Lead	10+ years
General Position Overview:		<p>Perform analysis of business issues, provide recommendations for possible solutions, work with stakeholders to drive decision making and define requirements for program or project development, ensuring that business needs are being met. Complete documentation for business requirements which guide program/project development efforts, working closely with development team and business teams to ensure successful implementation of business requirements. Assist with the development and maintenance of the business requirements process used to define requirements for projects, assist with the definition and negotiation of project scope and create appropriate scope documentation. Communicates project status and escalates issues as needed.</p> <p>General Tasks may include but not limited to:</p> <ul style="list-style-type: none"> • Gather and organize information on problems or procedures. • Analyze data gathered and develop solutions or alternative methods of proceeding. • Confer with personnel concerned to ensure successful functioning of newly implemented systems or procedures. • Develop and implement records management program for filing, protection, and retrieval of records, and assure compliance with program. • Review forms and reports and confer with management and users about format, distribution, and purpose, and to identify problems and improvements. • Interview personnel and conduct on-site observation to ascertain unit functions, work performed, and methods, equipment, and personnel used. • Document findings of study and prepare recommendations for implementation of new systems, procedures, or organizational changes. • Prepare manuals and train workers in use of new forms, reports, procedures or equipment, according to organizational policy. • Design, evaluate, recommend, and approve changes of forms and reports. • Plan study of work problems and procedures, such as organizational change, communications, information flow, integrated production methods, inventory control, or cost analysis <p>See page 2 of document for additional position/task information for specific specialties</p>				
General Skill Requirements:		<ul style="list-style-type: none"> • Proven organizational skills with the ability to develop a detailed work plan to ensure project success • Demonstrated ability to organize and facilitate large cross functional meetings • Promote consensus on a high level view of the project and drill down into the details to obtain the requirements • Perform thorough requirement interviews with project stakeholders • Ability to document project issues, risks, assumptions and requirements • Demonstrated problem solving skills and the ability to work collaboratively with other departments to resolve issues • The ability to analyze and develop business scenarios and use cases • Follow policies and procedures to ensure audit and corporate compliance • Consistently deliver project status and time tracking regularly to management • Conduct comprehensive requirements reviews with project stakeholders, development and QA teams • Creating process flows and diagrams necessary to assist the requirements gathering process • Possess excellent written and verbal communication skills • Strong facilitation, negotiation, and conflict resolution skills • Ability to work in a fast-paced environment, handling multiple priorities <p>Specialized skill requirements should be included in the block below</p>				
Additional Desired or Specialized Skills:		<p>See specialized skill requirements on page 2.</p> <p>Specialized job titles should have additional skills requirements defined here</p>				
Certification(s) Required/Desired:		<ul style="list-style-type: none"> • Associate Degree or equivalent experience • Bachelor of Science in Computer Science, Engineering or a related technical discipline is highly desirable. 				

Bonneville Power Administration

Contract Employee Skills Description



Professional Services

ONET: 13-1111.00

Labor Category: Business Analyst 2		Specialized Title: (if applicable)		Transmission Policy & Strategy		
Minimum and/or desired Education level:			Bachelor's Degree		Minimum and/or desired years of Experience Level:	
	High School Diploma or equivalent		Master's Degree		1 - Junior	½ - 4 years
	Specialized Occupational Certificate (see certification area below)		PhD/Doctorate		X 2 - Mid	5 – 9 years
X	Associates Degree (see certification area below)		Desired Major(s):		3 - Lead	10+ years
General Position Overview:		<p>Perform analysis of business issues, provide recommendations for possible solutions, work with stakeholders to drive decision making and define requirements for program or project development, ensuring that business needs are being met. Complete documentation for business requirements which guide program/project development efforts, working closely with development team and business teams to ensure successful implementation of business requirements. Assist with the development and maintenance of the business requirements process used to define requirements for projects, assist with the definition and negotiation of project scope and create appropriate scope documentation. Communicates project status and escalates issues as needed.</p> <p>General Tasks may include but not limited to:</p> <ul style="list-style-type: none"> • Gather and organize information on problems or procedures. • Analyze data gathered and develop solutions or alternative methods of proceeding. • Confer with personnel concerned to ensure successful functioning of newly implemented systems or procedures. • Develop and implement records management program for filing, protection, and retrieval of records, and assure compliance with program. • Review forms and reports and confer with management and users about format, distribution, and purpose, and to identify problems and improvements. • Interview personnel and conduct on-site observation to ascertain unit functions, work performed, and methods, equipment, and personnel used. • Document findings of study and prepare recommendations for implementation of new systems, procedures, or organizational changes. • Prepare manuals and train workers in use of new forms, reports, procedures or equipment, according to organizational policy. • Design, evaluate, recommend, and approve changes of forms and reports. • Plan study of work problems and procedures, such as organizational change, communications, information flow, integrated production methods, inventory control, or cost analysis <p>See page 2 of document for additional position/task information for specific specialties</p>				
General Skill Requirements:		<ul style="list-style-type: none"> • Proven organizational skills with the ability to develop a detailed work plan to ensure project success • Demonstrated ability to organize and facilitate large cross functional meetings • Promote consensus on a high level view of the project and drill down into the details to obtain the requirements • Perform thorough requirement interviews with project stakeholders • Ability to document project issues, risks, assumptions and requirements • Demonstrated problem solving skills and the ability to work collaboratively with other departments to resolve issues • The ability to analyze and develop business scenarios and use cases • Follow policies and procedures to ensure audit and corporate compliance • Consistently deliver project status and time tracking regularly to management • Conduct comprehensive requirements reviews with project stakeholders, development and QA teams • Creating process flows and diagrams necessary to assist the requirements gathering process • Possess excellent written and verbal communication skills • Strong facilitation, negotiation, and conflict resolution skills • Ability to work in a fast-paced environment, handling multiple priorities <p>Specialized skill requirements should be included in the block below</p>				
Additional Desired or Specialized Skills:		Specialized job titles should have additional skills requirements defined here				
Certification(s) Required/ Desired:		<ul style="list-style-type: none"> • Associate Degree or equivalent experience • Bachelor of Science in Computer Science, Engineering or a related technical discipline is highly desirable. 				

Bonneville Power Administration

Contract Employee Skills Description



Professional Services

ONET: 13-1111.00

Labor Category: Business Analyst 2		Specialized Title: (if applicable)		Transmission Asset Systems	
Minimum and/or desired Education level:			Bachelor's Degree		Minimum and/or desired years of Experience Level:
	High School Diploma or equivalent		Master's Degree		1 - Junior ½ - 4 years
	Specialized Occupational Certificate (see certification area below)		PhD/Doctorate	X	2 - Mid 5 – 9 years
X	Associates Degree (see certification area below)	Desired Major(s):			3 - Lead 10+ years
General Position Overview:		<p>Perform analysis of business issues, provide recommendations for possible solutions, work with stakeholders to drive decision making and define requirements for program or project development, ensuring that business needs are being met. Complete documentation for business requirements which guide program/project development efforts, working closely with development team and business teams to ensure successful implementation of business requirements. Assist with the development and maintenance of the business requirements process used to define requirements for projects, assist with the definition and negotiation of project scope and create appropriate scope documentation. Communicates project status and escalates issues as needed.</p> <p>General Tasks may include but not limited to:</p> <ul style="list-style-type: none"> • Gather and organize information on problems or procedures. • Analyze data gathered and develop solutions or alternative methods of proceeding. • Confer with personnel concerned to ensure successful functioning of newly implemented systems or procedures. • Develop and implement records management program for filing, protection, and retrieval of records, and assure compliance with program. • Review forms and reports and confer with management and users about format, distribution, and purpose, and to identify problems and improvements. • Interview personnel and conduct on-site observation to ascertain unit functions, work performed, and methods, equipment, and personnel used. • Document findings of study and prepare recommendations for implementation of new systems, procedures, or organizational changes. • Prepare manuals and train workers in use of new forms, reports, procedures or equipment, according to organizational policy. • Design, evaluate, recommend, and approve changes of forms and reports. • Plan study of work problems and procedures, such as organizational change, communications, information flow, integrated production methods, inventory control, or cost analysis <p>See page 2 of document for additional position/task information for specific specialties</p>			
General Skill Requirements:		<ul style="list-style-type: none"> • Proven organizational skills with the ability to develop a detailed work plan to ensure project success • Demonstrated ability to organize and facilitate large cross functional meetings • Promote consensus on a high level view of the project and drill down into the details to obtain the requirements • Perform thorough requirement interviews with project stakeholders • Ability to document project issues, risks, assumptions and requirements • Demonstrated problem solving skills and the ability to work collaboratively with other departments to resolve issues • The ability to analyze and develop business scenarios and use cases • Follow policies and procedures to ensure audit and corporate compliance • Consistently deliver project status and time tracking regularly to management • Conduct comprehensive requirements reviews with project stakeholders, development and QA teams • Creating process flows and diagrams necessary to assist the requirements gathering process • Possess excellent written and verbal communication skills • Strong facilitation, negotiation, and conflict resolution skills • Ability to work in a fast-paced environment, handling multiple priorities <p>Specialized skill requirements should be included in the block below</p>			
Additional Desired or Specialized Skills:		<p>See skill requirements on page 2.</p> <p>Specialized job titles should have additional skills requirements defined here</p>			
Certification(s) Required/ Desired:		<ul style="list-style-type: none"> • Associate Degree or equivalent experience • Bachelor of Science in Computer Science, Engineering or a related technical discipline is highly desirable. 			

Bonneville Power Administration

Contract Employee Skills Description



Professional Services

ONET: 13-1111.00

Labor Category:	Business Analyst 2	Specialized Title: (if applicable)	Transmission Scheduling
Minimum and/or desired Education level:		Bachelor's Degree	Minimum and/or desired years of Experience Level:
	High School Diploma or equivalent	Master's Degree	1 - Junior ½ - 4 years
	Specialized Occupational Certificate (see certification area below)	PhD/Doctorate	X 2 - Mid 5 – 9 years
X	Associates Degree (see certification area below)	Desired Major(s):	3 - Lead 10+ years
General Position Overview:	<p>Perform analysis of business issues, provide recommendations for possible solutions, work with stakeholders to drive decision making and define requirements for program or project development, ensuring that business needs are being met. Complete documentation for business requirements which guide program/project development efforts, working closely with development team and business teams to ensure successful implementation of business requirements. Assist with the development and maintenance of the business requirements process used to define requirements for projects, assist with the definition and negotiation of project scope and create appropriate scope documentation. Communicates project status and escalates issues as needed.</p> <p>General Tasks may include but not limited to:</p> <ul style="list-style-type: none"> • Gather and organize information on problems or procedures. • Analyze data gathered and develop solutions or alternative methods of proceeding. • Confer with personnel concerned to ensure successful functioning of newly implemented systems or procedures. • Develop and implement records management program for filing, protection, and retrieval of records, and assure compliance with program. • Review forms and reports and confer with management and users about format, distribution, and purpose, and to identify problems and improvements. • Interview personnel and conduct on-site observation to ascertain unit functions, work performed, and methods, equipment, and personnel used. • Document findings of study and prepare recommendations for implementation of new systems, procedures, or organizational changes. • Prepare manuals and train workers in use of new forms, reports, procedures or equipment, according to organizational policy. • Design, evaluate, recommend, and approve changes of forms and reports. • Plan study of work problems and procedures, such as organizational change, communications, information flow, integrated production methods, inventory control, or cost analysis <p>See page 2 of document for additional position/task information for specific specialties</p>		
General Skill Requirements:	<ul style="list-style-type: none"> • Proven organizational skills with the ability to develop a detailed work plan to ensure project success • Demonstrated ability to organize and facilitate large cross functional meetings • Promote consensus on a high level view of the project and drill down into the details to obtain the requirements • Perform thorough requirement interviews with project stakeholders • Ability to document project issues, risks, assumptions and requirements • Demonstrated problem solving skills and the ability to work collaboratively with other departments to resolve issues • The ability to analyze and develop business scenarios and use cases • Follow policies and procedures to ensure audit and corporate compliance • Consistently deliver project status and time tracking regularly to management • Conduct comprehensive requirements reviews with project stakeholders, development and QA teams • Creating process flows and diagrams necessary to assist the requirements gathering process • Possess excellent written and verbal communication skills • Strong facilitation, negotiation, and conflict resolution skills • Ability to work in a fast-paced environment, handling multiple priorities <p>Specialized skill requirements should be included in the block below</p>		
Additional Desired or Specialized Skills:	<p>See specialized skill requirements on page 2.</p> <p>Specialized job titles should have additional skills requirements defined here</p>		
Certification(s) Required/Desired:	<ul style="list-style-type: none"> • Associate Degree or equivalent experience • Bachelor of Science in Computer Science, Engineering or a related technical discipline is highly desirable. 		

Bonneville Power Administration

Contract Employee Skills Description



Professional Services

ONET: 13-1111.00

Labor Category:	Business Analyst 3	Specialized Title: (if applicable)	MS Project Support			
Minimum and/or desired Education level:		Bachelor's Degree	Minimum and/or desired years of Experience Level:			
	High School Diploma or equivalent	Master's Degree		1 - Junior	½ - 4 years	
	Specialized Occupational Certificate (see certification area below)	PhD/Doctorate		2 - Mid	5 – 9 years	
X	Associates Degree (see certification area below)	Desired Major(s):		X	3 - Lead	10+ years
General Position Overview:	<p>Perform analysis of business issues, provide recommendations for possible solutions, work with stakeholders to drive decision making and define requirements for program or project development, ensuring that business needs are being met. Complete documentation for business requirements which guide program/project development efforts, working closely with development team and business teams to ensure successful implementation of business requirements. Assist with the development and maintenance of the business requirements process used to define requirements for projects, assist with the definition and negotiation of project scope and create appropriate scope documentation. Communicates project status and escalates issues as needed.</p> <p>General Tasks may include but not limited to:</p> <ul style="list-style-type: none"> Gather and organize information on problems or procedures. Analyze data gathered and develop solutions or alternative methods of proceeding. Confer with personnel concerned to ensure successful functioning of newly implemented systems or procedures. Develop and implement records management program for filing, protection, and retrieval of records, and assure compliance with program. Review forms and reports and confer with management and users about format, distribution, and purpose, and to identify problems and improvements. Interview personnel and conduct on-site observation to ascertain unit functions, work performed, and methods, equipment, and personnel used. Document findings of study and prepare recommendations for implementation of new systems, procedures, or organizational changes. Prepare manuals and train workers in use of new forms, reports, procedures or equipment, according to organizational policy. Design, evaluate, recommend, and approve changes of forms and reports. Plan study of work problems and procedures, such as organizational change, communications, information flow, integrated production methods, inventory control, or cost analysis <p>See page 2 of document for additional position/task information for specific specialties</p>					
General Skill Requirements:	<ul style="list-style-type: none"> Proven organizational skills with the ability to develop a detailed work plan to ensure project success Demonstrated ability to organize and facilitate large cross functional meetings Promote consensus on a high level view of the project and drill down into the details to obtain the requirements Perform thorough requirement interviews with project stakeholders Ability to document project issues, risks, assumptions and requirements Demonstrated problem solving skills and the ability to work collaboratively with other departments to resolve issues The ability to analyze and develop business scenarios and use cases Follow policies and procedures to ensure audit and corporate compliance Consistently deliver project status and time tracking regularly to management Conduct comprehensive requirements reviews with project stakeholders, development and QA teams Creating process flows and diagrams necessary to assist the requirements gathering process Possess excellent written and verbal communication skills Strong facilitation, negotiation, and conflict resolution skills Ability to work in a fast-paced environment, handling multiple priorities <p>Specialized skill requirements should be included in the block below</p>					
Additional Desired or Specialized Skills:	<p>See skills requirements on page 2.</p> <p>Specialized job titles should have additional skills requirements defined here</p>					
Certification(s) Required/ Desired:	<ul style="list-style-type: none"> Associate Degree or equivalent experience Bachelor of Science in Computer Science, Engineering or a related technical discipline is highly desirable. 					

Bonneville Power Administration

Contract Employee Skills Description



Professional Services

ONET: 13-1111.00

Labor Category:	Business Analyst 3	Specialized Title: (if applicable)	Transmission Asset Systems			
Minimum and/or desired Education level:		Bachelor's Degree	Minimum and/or desired years of Experience Level:			
	High School Diploma or equivalent	Master's Degree		1 - Junior	½ - 4 years	
	Specialized Occupational Certificate (see certification area below)	PhD/Doctorate		2 - Mid	5 – 9 years	
X	Associates Degree (see certification area below)	Desired Major(s):		X	3 - Lead	10+ years
General Position Overview:	<p>Perform analysis of business issues, provide recommendations for possible solutions, work with stakeholders to drive decision making and define requirements for program or project development, ensuring that business needs are being met. Complete documentation for business requirements which guide program/project development efforts, working closely with development team and business teams to ensure successful implementation of business requirements. Assist with the development and maintenance of the business requirements process used to define requirements for projects, assist with the definition and negotiation of project scope and create appropriate scope documentation. Communicates project status and escalates issues as needed.</p> <p>General Tasks may include but not limited to:</p> <ul style="list-style-type: none"> • Gather and organize information on problems or procedures. • Analyze data gathered and develop solutions or alternative methods of proceeding. • Confer with personnel concerned to ensure successful functioning of newly implemented systems or procedures. • Develop and implement records management program for filing, protection, and retrieval of records, and assure compliance with program. • Review forms and reports and confer with management and users about format, distribution, and purpose, and to identify problems and improvements. • Interview personnel and conduct on-site observation to ascertain unit functions, work performed, and methods, equipment, and personnel used. • Document findings of study and prepare recommendations for implementation of new systems, procedures, or organizational changes. • Prepare manuals and train workers in use of new forms, reports, procedures or equipment, according to organizational policy. • Design, evaluate, recommend, and approve changes of forms and reports. • Plan study of work problems and procedures, such as organizational change, communications, information flow, integrated production methods, inventory control, or cost analysis <p>See page 2 of document for additional position/task information for specific specialties</p>					
General Skill Requirements:	<ul style="list-style-type: none"> • Proven organizational skills with the ability to develop a detailed work plan to ensure project success • Demonstrated ability to organize and facilitate large cross functional meetings • Promote consensus on a high level view of the project and drill down into the details to obtain the requirements • Perform thorough requirement interviews with project stakeholders • Ability to document project issues, risks, assumptions and requirements • Demonstrated problem solving skills and the ability to work collaboratively with other departments to resolve issues • The ability to analyze and develop business scenarios and use cases • Follow policies and procedures to ensure audit and corporate compliance • Consistently deliver project status and time tracking regularly to management • Conduct comprehensive requirements reviews with project stakeholders, development and QA teams • Creating process flows and diagrams necessary to assist the requirements gathering process • Possess excellent written and verbal communication skills • Strong facilitation, negotiation, and conflict resolution skills • Ability to work in a fast-paced environment, handling multiple priorities <p>Specialized skill requirements should be included in the block below</p>					
Additional Desired or Specialized Skills:	<p>See skills requirements on page 2.</p> <p>Specialized job titles should have additional skills requirements defined here</p>					
Certification(s) Required/Desired:	<ul style="list-style-type: none"> • Associate Degree or equivalent experience • Bachelor of Science in Computer Science, Engineering or a related technical discipline is highly desirable. 					

Bonneville Power Administration

Contract Employee Skills Description



Professional Services

ONET: 13-1111.00

Labor Category:	Business Analyst 3	Specialized Title: (if applicable)	Transmission Contracts			
Minimum and/or desired Education level:		Bachelor's Degree	Minimum and/or desired years of Experience Level:			
	High School Diploma or equivalent	Master's Degree		1 - Junior	½ - 4 years	
	Specialized Occupational Certificate (see certification area below)	PhD/Doctorate		2 - Mid	5 – 9 years	
X	Associates Degree (see certification area below)	Desired Major(s):		X	3 - Lead	10+ years
General Position Overview:	<p>Perform analysis of business issues, provide recommendations for possible solutions, work with stakeholders to drive decision making and define requirements for program or project development, ensuring that business needs are being met. Complete documentation for business requirements which guide program/project development efforts, working closely with development team and business teams to ensure successful implementation of business requirements. Assist with the development and maintenance of the business requirements process used to define requirements for projects, assist with the definition and negotiation of project scope and create appropriate scope documentation. Communicates project status and escalates issues as needed.</p> <p>General Tasks may include but not limited to:</p> <ul style="list-style-type: none"> • Gather and organize information on problems or procedures. • Analyze data gathered and develop solutions or alternative methods of proceeding. • Confer with personnel concerned to ensure successful functioning of newly implemented systems or procedures. • Develop and implement records management program for filing, protection, and retrieval of records, and assure compliance with program. • Review forms and reports and confer with management and users about format, distribution, and purpose, and to identify problems and improvements. • Interview personnel and conduct on-site observation to ascertain unit functions, work performed, and methods, equipment, and personnel used. • Document findings of study and prepare recommendations for implementation of new systems, procedures, or organizational changes. • Prepare manuals and train workers in use of new forms, reports, procedures or equipment, according to organizational policy. • Design, evaluate, recommend, and approve changes of forms and reports. • Plan study of work problems and procedures, such as organizational change, communications, information flow, integrated production methods, inventory control, or cost analysis <p>See page 2 of document for additional position/task information for specific specialties</p>					
General Skill Requirements:	<ul style="list-style-type: none"> • Proven organizational skills with the ability to develop a detailed work plan to ensure project success • Demonstrated ability to organize and facilitate large cross functional meetings • Promote consensus on a high level view of the project and drill down into the details to obtain the requirements • Perform thorough requirement interviews with project stakeholders • Ability to document project issues, risks, assumptions and requirements • Demonstrated problem solving skills and the ability to work collaboratively with other departments to resolve issues • The ability to analyze and develop business scenarios and use cases • Follow policies and procedures to ensure audit and corporate compliance • Consistently deliver project status and time tracking regularly to management • Conduct comprehensive requirements reviews with project stakeholders, development and QA teams • Creating process flows and diagrams necessary to assist the requirements gathering process • Possess excellent written and verbal communication skills • Strong facilitation, negotiation, and conflict resolution skills • Ability to work in a fast-paced environment, handling multiple priorities <p>Specialized skill requirements should be included in the block below</p>					
Additional Desired or Specialized Skills:	<p>See skills requirements on page 2.</p> <p>Specialized job titles should have additional skills requirements defined here</p>					
Certification(s) Required/Desired:	<ul style="list-style-type: none"> • Associate Degree or equivalent experience • Bachelor of Science in Computer Science, Engineering or a related technical discipline is highly desirable. 					

**Contractor Employee Skills Description
TOS Database Administrator – Level II
RODS Support**

Field:	Information Technology
Experience Level:	Minimum of 5 years
Education Level:	Undergraduate College Degree or equivalent experience
Certification Required:	
Performance Period:	
Estimated Hours During Performance Period:	
Hourly Rate:	
ONET CODE:	15-1061.00

Overview:

The position resides in the Control Center Software Design and Maintenance (TOS), in the Operations (TO) group. This group provides planning, analysis, engineering, design, project management and maintenance support for systems used within the Control Center environment required to support the operation of an interconnected utility. This includes performing systems analysis, interfacing with users to support functional requirements development, analysis of tools and techniques to support the development of systems, troubleshooting, analysis, performance monitoring and improvement of systems used by the Operations functions.

The Database Administrator will provide support for the BPA’s Transmission Business Line (TBL) systems located at the Dittmer and Munro Control Centers. System environments consist of VMS, Windows, Areva Habitat database and display and EMP platforms. Display environments include WebFG (full graphics), CG (character graphics) and Rapport FG (full graphics).

The Contractor shall perform services on the following systems:

- Dittmer and Munro SCADA
- Dittmer and Munro AGC Replacement
- The Dispatcher Training Facility’s SCADA, AGC and PSST clones
- The PSST (Power System Tools) systems and
- Other systems as required by the Manager of Grid Operations Software Design & Maintenance.
- At times, the Contractor shall also provide support for the BPA’s Power business unit’s GMS (Generation Management System) in an inner-business line agreement.

Specific priorities and timelines will be provided through the Manager of Grid Operations Software Design & Maintenance and/or their delegated representative (e.g. PM- System Project Manager).

**Contractor Employee Skills Description
TOS Database Administrator – Level II
RODS Support**

Field:	Information Technology
Experience Level:	Minimum of 5 years
Education Level:	Undergraduate College Degree or equivalent experience
Certification Required:	
Performance Period:	
Estimated Hours During Performance Period:	
Hourly Rate:	
ONET Code:	15-1061.00

Overview:

The position resides in the Control Center Software Design and Maintenance (TOS), in the Operations (TO) group. This group provides planning, analysis, engineering, design, project management and maintenance support for systems used within the Control Center environment required to support the operation of an interconnected utility. This includes performing systems analysis, interfacing with users to support functional requirements development, analysis of tools and techniques to support the development of systems, troubleshooting, analysis, performance monitoring and improvement of systems used by the Operations functions.

Provides support for the BPA’s Transmission business unit systems located at the Dittmer and Munro Control Centers. System environments consist of VMS, Areva Habitat database and display and BPA custom scheduling applications and rotary account structure platforms.

The Contractor shall perform services on the following systems:

- Scheduling applications operating on the Real-Time Operations, Dispatch & Scheduling System (RODS)

General areas of task assignments are listed below:

- Application maintenance support including responding to customer trouble reports, troubleshooting and analysis of problems, in the form of modifying, testing and integrating code fixes and correcting data.
- Application development support including functional analysis, reviewing functional requirements, technical system analysis and design, develop, test, integrate and document application software, displays and databases.
- Provide training on applications to other software staff and users.
- Provide direction and technical expertise as directed by the COTR and assigned project managers.
- Application maintenance support focusing in the areas of SCADA RTU communications including responding to customer trouble reports, troubleshooting and analysis of problems, in the form of modifying, testing and integrating code fixes.

Bonneville Power Administration

Contract Employee Skills Description



Professional Services

ONET: 11-9041.00

Labor Category:	Project Manager 2	Specialized Title: (if applicable)	Control Center Planning & NERC CIP Support
Minimum and/or desired Education level:		X	Bachelor's Degree
	High School Diploma or equivalent		Master's Degree
X	Specialized Occupational Certificate (see certification area below)		PhD/Doctorate
	Associates Degree (see certification area below)	Desired Major(s):	See below
Minimum and/or desired years of Experience Level:			
			1 - Junior ½ - 4 years
		X	2 - Mid 5 – 9 years
			3 - Lead 10+ years
General Position Overview:	<p>The role of the Project Manager is to plan, execute, and finalize projects according to strict deadlines and within budget. This includes acquiring resources and coordinating the efforts of team members and third-party contractors or consultants in order to deliver projects according to plan. The Project Manager will also define the project's objectives and oversee quality control throughout its life cycle.</p> <p>General Tasks may include but not limited to:</p> <ul style="list-style-type: none"> • Direct and manage project development from beginning to end. • Define project scope, goals and deliverables that support business goals in collaboration with senior management and stakeholders. • Develop full-scale project plans and associated communications documents. • Effectively communicate project expectations to team members and stakeholders in a timely and clear fashion. • Liaise with project stakeholders on an ongoing basis. • Estimate the resources and participants needed to achieve project goals. • Draft and submit budget proposals, and recommend subsequent budget changes where necessary. • Where required, negotiate with other department managers for the acquisition of required personnel from within the company. • Determine and assess need for additional staff and/or consultants and make the appropriate recruitments if necessary during project cycle. • Set and continually manage project expectations with team members and other stakeholders. • Delegate tasks and responsibilities to appropriate personnel. • Identify and resolve issues and conflicts within the project team. • Identify and manage project dependencies and critical path. • Plan and schedule project timelines and milestones using appropriate tools. • Track project milestones and deliverables. • Develop and deliver progress reports, proposals, requirements documentation, and presentations. • Determine the frequency and content of status reports from the project team, analyze results, and troubleshoot problem areas. • Proactively manage changes in project scope, identify potential crises, and devise contingency plans. • Define project success criteria and disseminate them to involved parties throughout project life cycle. • Coach, mentor, motivate and supervise project team members and contractors, and influence them to take positive action and accountability for their assigned work. • Build, develop, and grow any business relationships vital to the success of the project. • Conduct project post mortems and create a recommendations report in order to identify successful and unsuccessful project elements. • Develop best practices and tools for project execution and management. <p>See page 2 of document for additional position information for specific specialties</p>		
General Skill Requirements:	<ul style="list-style-type: none"> • Direct work experience in a project management capacity, including all aspects of process development and execution. • Strong familiarity with project management software. • Experience at working both independently and in a team-oriented, collaborative environment is essential. • Can conform to shifting priorities, demands and timelines through analytical and problem-solving capabilities. • Reacts to project adjustments and alterations promptly and efficiently. • Flexible during times of change. • Ability to read communication styles of team members who come from a broad spectrum of disciplines. • Persuasive, encouraging, and motivating. • Ability to elicit cooperation from a wide variety of sources, including upper management, clients, and other departments. • Ability to defuse tension among project team, should it arise. 		

Contract Employee Skills Description

TOS System Administrator 1 SCADA System and Application

Field:	Information Technology
Specialized Experience:	Data Systems Technology
Experience Level:	.5 to 4 years
Education Level:	Undergraduate College Degree or Equiv. Work Experience
Certification Desired:	
Performance Period:	
Estimated Hours During Performance Period:	
Hourly Rate:	
ONET Code:	15-1071.00

Task Description:

Work associated with this statement of work will be directly related to technical support of BPA's Transmission Business Line (TBL) SCADA and related support systems located at the Dittmer and Munro Control Centers. System environments consist of VMS, Windows, Areva Habitat database and display and EMP platforms.

General areas of work assignments are listed below:

- General application maintenance support including responding to customer trouble reports, troubleshooting and analysis of problems, developing and coordinating corrective actions, modify, test and integrate code fixes.
- General application development support including functional analysis, reviewing functional requirements, technical system analysis and design, develop, test, integrate and document application software, displays and databases.
- System software installation support
- Provide training on applications and systems to other software staff and users
- Provide direction and technical expertise as directed by the Manager of Grid Operations Software Design & Maintenance and assigned project managers.

Specific priorities and timelines will be provided through the Manager of Grid Operations Software Design & Maintenance and/or their delegated representative (e.g. Control System Monitor (CSM)).

Contractor may be contacted outside of regularly scheduled hours for consultation related to computer operation, equipment failure or program revisions. At times Contractor must come in to give assistance in correcting problems.

Testing and QA:

All software changed or developed shall be completely tested as part of the established SCADA Source Code Generation (SCG) process and accepted by the Senior System Administrator prior to being deployed on the operational system. A BPA representative, most likely the Senior System Administrator may observe demonstrations of the products, review code, review documentation and

**Contractor Employee Skills Description
TOS System Architect - Level 2
RODS Rotary Account Support**

Field:	Information Technology
Experience Level:	Minimum 6+ years experience in developing technology solutions
Education Level:	BS/ Computer Science/Information Technology preferred, but Engineering degree can be substituted
Certification Required:	
Performance Period:	
Estimated Hours During Performance Period:	
Hourly Rate:	
ONET Code:	15-1099.02

Overview:

The System Architect (SA) will provide support for the BPA's Transmission Business Line (TBL) systems located at the Dittmer and Munro Control Centers. System environments consist of VMS, Areva Habitat database and display and BPA custom scheduling applications and rotary account structure platforms.

The SA shall perform services on the following systems:

- Scheduling applications operating on the Real-Time Operations, Dispatch & Scheduling System (RODS)

General areas of task assignments are listed below:

- Application maintenance support including responding to customer trouble reports, troubleshooting and analysis of problems, in the form of modifying, testing and integrating code fixes and correcting data.
- Application development support including functional analysis, reviewing functional requirements, technical system analysis and design, develop, test, integrate and document application software, displays and databases.
- Provide training on applications to other software staff and users.
- Provide direction and technical expertise as directed by the COTR and assigned project managers.
- Application maintenance support focusing in the areas of SCADA RTU communications including responding to customer trouble reports, troubleshooting and analysis of problems, in the form of modifying, testing and integrating code fixes.

Specific priorities, and timelines will be provided through the Manager of Grid Operations Software Design & Maintenance and/or their delegated representative.

**Contractor Employee Skills Description
TOS System Architect - Level 2
RODS Rotary Account Support**

Field:	Information Technology
Experience Level:	Minimum 6+ years experience in developing technology solutions
Education Level:	BS/ Computer Science/Information Technology preferred, but Engineering degree can be substituted
Certification Required:	
Performance Period:	
Estimated Hours During Performance Period:	
Hourly Rate:	
ONET Code:	15-1099.02

Overview:

The System Architect (SA) will provide support for BPA’s Transmission Business Unit systems located at the Dittmer and Munro Control Centers. System environments consist of VMS, Areva Habitat database and display and BPA custom scheduling applications and rotary account structure platforms.

The SA shall perform services on the following systems:

- Rotary account infrastructure and scheduling applications operating on the Real-Time Operations, Dispatch & Scheduling System (RODS)

Typical tasks include but are not limited to:

- Application maintenance support including responding to customer trouble reports, troubleshooting and analysis of problems, in the form of modifying, testing and integrating code fixes and correcting data.
- Application development support including functional analysis, reviewing functional requirements, technical system analysis and design, develop, test, integrate and document application software, displays and databases.
- Provide training on applications to other software staff and users.
- Provide direction and technical expertise as directed by the Manager of Grid Operations Software Design & Maintenance and assigned project managers.
- Application maintenance support focusing in the areas of SCADA RTU communications including responding to customer trouble reports, troubleshooting and analysis of problems, in the form of modifying, testing and integrating code fixes.

Specific priorities, and timelines will be provided through the Manager of Grid Operations Software Design & Maintenance and/or their delegated representative.

**Contractor Employee Skills Description
TOS System Architect - Level 2
RODS Application Support**

Field:	Information Technology
Experience Level:	Minimum 6+ years experience in developing technology solutions
Education Level:	BS/ Computer Science/Information Technology preferred, but Engineering degree can be substituted
Certification Required:	
Performance Period:	
Estimated Hours During Performance Period:	
Hourly Rate:	
ONET Code:	15-1099.02

Overview:

The System Architect (SA) will provide support for BPA’s Transmission Business Unit systems located at the Dittmer and Munro Control Centers. The SA will provide operations and maintenance support to multiple applications operating within the RODS environment, complete documentation and provide training to facilitate an effective transition of O&M support to other staff. The SA will also support RODS retirement planning efforts.

Typical tasks include but are not limited to:

- Training and transition of O&M support for
 - Display management on the RODS system
 - RODS Special function keypad interface (SFKP)
 - Columbia Basin Teletype (CBTT)
 - Hydromet
 - OASIS certificates
 - Other systems as required by the Contracting Officer’s Technical Representative (COTR).
- O&M support for above-mentioned applications.

The RODS environment also includes the Dispatch Logging system and FACTR.

Specific priorities, and timelines will be provided through the Manager of Grid Operations Software Design & Maintenance and/or their delegated representative.

Skill Requirements:

System Architect skills should include but are not limited to the following:

General Skills:

- Application programming experience
- Systems troubleshooting experience

Bonneville Power Administration

Contract Employee Skills Description



Professional Services

ONET: 15-2031.00

Labor Category:	Operations Analyst 1		Specialized Title: (if applicable)	Transmission System Operations		
Minimum and/or desired Education level:		Bachelor's Degree		Minimum and/or desired years of Experience Level:		
	High School Diploma or equivalent		Master's Degree	X	1 - Junior	½ - 4 years
	Specialized Occupational Certificate (see certification area below)		PhD/Doctorate		2 - Mid	5 – 9 years
X	Associates Degree (see certification area below)	Desired Major(s):	Computer Science, Engineering or related discipline		3 - Lead	10+ years
General Position Overview:		<p>Formulate and apply various modeling techniques and other optimizing methods to develop and interpret information that assists management with decision making, policy formulation, process development or other managerial functions. Frequently concentrates on collecting and analyzing data, tracking and analyzing workflow, and developing decision support documents. May develop and supply optimal time, cost, or logistics methodology for program evaluation, review, or implementation.</p> <p>General Tasks may include but not limited to:</p> <ul style="list-style-type: none"> • Formulate simulation models of problems, relating constants and variables, restrictions, alternatives, conflicting objectives, and their various parameters. • Observe the current systems in operation and gather and analyze information about each of the parts of component problems, using a variety of sources. • Analyze information obtained from management to conceptualize and define operational problems. • Perform validation and testing of process models to ensure adequacy and reformulate models as necessary. Design, conduct, and evaluate experimental operational models in cases where models cannot be developed from existing data. • Collaborate with senior managers and decision makers to identify and solve a variety of problems and to clarify management objectives. • Break processes into their component parts and examine the relationships between them. • Define data requirements and gather and validate information, applying judgment and any applicable tests. • Study and analyze information about alternative courses of action to determine which plan will offer the best outcomes. • Prepare management reports defining and evaluating problems and recommending solutions. • Develop business methods and procedures, to implement solutions adopted by management. • Collaborate with others in the organization to ensure successful implementation of chosen problem solutions. <p style="background-color: yellow;">See page 2 of document for additional position or task information for specific specialties</p>				
General Skill Requirements:		<ul style="list-style-type: none"> • Knowledge of business and management principles involved in strategic planning, resource allocation, human resources modeling, leadership technique, production methods, and coordination of people and resources. • Identifying complex problems and reviewing related information to develop and evaluate options and implement solutions. • Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems. • Understanding the implications of new information for both current and future problem-solving and decision-making. • Considering the relative costs and benefits of potential actions to choose the most appropriate one. • The ability to combine pieces of information to form general rules or conclusions (includes finding a relationship among seemingly unrelated events). • Knowledge of and proficient skill in applying: <ul style="list-style-type: none"> • Process/program design; • Configuration management concepts and practices; • Technical/process writing; • Program management and how it is implemented as to roll out a program; • Computer skills: Word, Visio, Simple database interfacing, etc.; • Project management and coordination concepts and principles. <p style="background-color: yellow;">Specialized skill requirements should be included in the next block</p>				

Bonneville Power Administration

Contract Employee Skills Description



Professional Services

ONET: 15-2031.00

Labor Category:	Operations Analyst 3		Specialized Title: (if applicable)	Network Open Season/Interconnection Agreement Analyst 3		
Minimum and/or desired Education level:		Bachelor's Degree		Minimum and/or desired years of Experience Level:		
	High School Diploma or equivalent	Master's Degree		1 - Junior	½ - 4 years	
	Specialized Occupational Certificate (see certification area below)	PhD/Doctorate		2 - Mid	5 – 9 years	
X	Associates Degree (see certification area below)	Desired Major(s):	Computer Science, Engineering or related discipline	X	3 - Lead	10+ years
General Position Overview:		<p>Formulate and apply various modeling techniques and other optimizing methods using a computer to develop and interpret information that assists management with decision making, policy formulation, process development or other managerial functions. Frequently concentrates on collecting and analyzing data, tracking and analyzing workflow, and developing decision support documents. May develop and supply optimal time, cost, or logistics methodology for program evaluation, review, or implementation.</p> <p>General Tasks may include but not limited to:</p> <ul style="list-style-type: none"> • Formulate simulation models of problems, relating constants and variables, restrictions, alternatives, conflicting objectives, and their various parameters. • Observe the current systems in operation and gather and analyze information about each of the parts of component problems, using a variety of sources. • Analyze information obtained from management to conceptualize and define operational problems. • Perform validation and testing of process models to ensure adequacy and reformulate models as necessary. Design, conduct, and evaluate experimental operational models in cases where models cannot be developed from existing data. • Collaborate with senior managers and decision makers to identify and solve a variety of problems and to clarify management objectives. • Break processes into their component parts and examine the relationships between them. • Define data requirements and gather and validate information, applying judgment and any applicable tests. • Study and analyze information about alternative courses of action to determine which plan will offer the best outcomes. • Prepare management reports defining and evaluating problems and recommending solutions. • Develop business methods and procedures, to implement solutions adopted by management. • Collaborate with others in the organization to ensure successful implementation of chosen problem solutions. <p style="background-color: yellow;">See page 2 of document for additional position or task information for specific specialties</p>				
General Skill Requirements:		<ul style="list-style-type: none"> • Knowledge of business and management principles involved in strategic planning, resource allocation, human resources modeling, leadership technique, production methods, and coordination of people and resources. • Identifying complex problems and reviewing related information to develop and evaluate options and implement solutions. • Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems. • Understanding the implications of new information for both current and future problem-solving and decision-making. • Considering the relative costs and benefits of potential actions to choose the most appropriate one. • The ability to combine pieces of information to form general rules or conclusions (includes finding a relationship among seemingly unrelated events). • Knowledge of and proficient skill in applying: <ul style="list-style-type: none"> • Process/program design; • Configuration management concepts and practices; • Technical/process writing; • Program management and how it is implemented as to roll out a program; • Computer skills: Word, Visio, Simple database interfacing, etc.; • Project management and coordination concepts and principles. <p style="background-color: yellow;">Specialized skill requirements should be included in the next block</p>				

Bonneville Power Administration



Contract Employee Skills Description

Professional Services

ONET: 15-2031.00

Labor Category: Operations Analyst 3		Specialized Title: (if applicable)		Transmission System Operations Lead	
Minimum and/or desired Education level:			X	Bachelor's Degree	
	High School Diploma or equivalent			1 - Junior	½ - 4 years
	Specialized Occupational Certificate (see certification area below)		PhD/Doctorate	2 - Mid	5 – 9 years
X	Associates Degree (see certification area below)	Desired Major(s):	Computer Science, Engineering or related discipline	X	3 - Lead 10+ years
General Position Overview:		<p>Formulate and apply various modeling techniques and other optimizing methods to develop and interpret information that assists management with decision making, policy formulation, process development or other managerial functions. Frequently concentrates on collecting and analyzing data, tracking and analyzing workflow, and developing decision support documents. May develop and supply optimal time, cost, or logistics methodology for program evaluation, review, or implementation.</p> <p>General Tasks may include but not limited to:</p> <ul style="list-style-type: none"> Formulate simulation models of problems, relating constants and variables, restrictions, alternatives, conflicting objectives, and their various parameters. Observe the current systems in operation and gather and analyze information about each of the parts of component problems, using a variety of sources. Analyze information obtained from management to conceptualize and define operational problems. Perform validation and testing of process models to ensure adequacy and reformulate models as necessary. Design, conduct, and evaluate experimental operational models in cases where models cannot be developed from existing data. Collaborate with senior managers and decision makers to identify and solve a variety of problems and to clarify management objectives. Break processes into their component parts and examine the relationships between them. Define data requirements and gather and validate information, applying judgment and any applicable tests. Study and analyze information about alternative courses of action to determine which plan will offer the best outcomes. Prepare management reports defining and evaluating problems and recommending solutions. Develop business methods and procedures, to implement solutions adopted by management. Collaborate with others in the organization to ensure successful implementation of chosen problem solutions. <p style="background-color: yellow;">See page 2 of document for additional position or task information for specific specialties</p>			
General Skill Requirements:		<ul style="list-style-type: none"> Knowledge of business and management principles involved in strategic planning, resource allocation, human resources modeling, leadership technique, production methods, and coordination of people and resources. Identifying complex problems and reviewing related information to develop and evaluate options and implement solutions. Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems. Understanding the implications of new information for both current and future problem-solving and decision-making. Considering the relative costs and benefits of potential actions to choose the most appropriate one. The ability to combine pieces of information to form general rules or conclusions (includes finding a relationship among seemingly unrelated events). Knowledge of and proficient skill in applying: <ul style="list-style-type: none"> Process/program design; Configuration management concepts and practices; Technical/process writing; Program management and how it is implemented as to roll out a program; Computer skills: Word, Visio, Simple database interfacing, etc.; Project management and coordination concepts and principles. <p style="background-color: yellow;">Specialized skill requirements should be included in the next block</p>			

Bonneville Power Administration

Contract Employee Skills Description



Professional Services

ONET: 15-2031.00

Labor Category:	Operations Analyst 3		Specialized Title: (if applicable)	Transmission System Operations		
Minimum and/or desired Education level:		X	Bachelor's Degree	Minimum and/or desired years of Experience Level:		
	High School Diploma or equivalent		Master's Degree	1 - Junior	½ - 4 years	
	Specialized Occupational Certificate (see certification area below)		PhD/Doctorate	2 - Mid	5 – 9 years	
	Associates Degree (see certification area below)	Desired Major(s):	Computer Science, Engineering or related discipline	X	3 - Lead	10+ years
General Position Overview:		<p>Formulate and apply various modeling techniques and other optimizing methods using a computer to develop and interpret information that assists management with decision making, policy formulation, process development or other managerial functions. Frequently concentrates on collecting and analyzing data, tracking and analyzing workflow, and developing decision support documents. May develop and supply optimal time, cost, or logistics methodology for program evaluation, review, or implementation.</p> <p>General Tasks may include but not limited to:</p> <ul style="list-style-type: none"> • Formulate simulation models of problems, relating constants and variables, restrictions, alternatives, conflicting objectives, and their various parameters. • Observe the current systems in operation and gather and analyze information about each of the parts of component problems, using a variety of sources. • Analyze information obtained from management to conceptualize and define operational problems. • Perform validation and testing of process models to ensure adequacy and reformulate models as necessary. Design, conduct, and evaluate experimental operational models in cases where models cannot be developed from existing data. • Collaborate with senior managers and decision makers to identify and solve a variety of problems and to clarify management objectives. • Break processes into their component parts and examine the relationships between them. • Define data requirements and gather and validate information, applying judgment and any applicable tests. • Study and analyze information about alternative courses of action to determine which plan will offer the best outcomes. • Prepare management reports defining and evaluating problems and recommending solutions. • Develop business methods and procedures, to implement solutions adopted by management. • Collaborate with others in the organization to ensure successful implementation of chosen problem solutions. <p style="background-color: yellow;">See page 2 of document for additional position or task information for specific specialties</p>				
General Skill Requirements:		<ul style="list-style-type: none"> • Knowledge of business and management principles involved in strategic planning, resource allocation, human resources modeling, leadership technique, production methods, and coordination of people and resources. • Identifying complex problems and reviewing related information to develop and evaluate options and implement solutions. • Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems. • Understanding the implications of new information for both current and future problem-solving and decision-making. • Considering the relative costs and benefits of potential actions to choose the most appropriate one. • The ability to combine pieces of information to form general rules or conclusions (includes finding a relationship among seemingly unrelated events). • Knowledge of and proficient skill in applying: <ul style="list-style-type: none"> • Process/program design; • Configuration management concepts and practices; • Technical/process writing; • Program management and how it is implemented as to roll out a program; • Computer skills: Word, Visio, Simple database interfacing, etc.; • Project management and coordination concepts and principles. <p style="background-color: yellow;">Specialized skill requirements should be included in the next block</p>				

BONNEVILLE
POWER ADMINISTRATION

MASTER CONTRACT

Mail Invoice To:

See Page 2

Contract : 00017730
Release : 00000
Page : 1

Vendor:

DESIGNTECH ASSOCIATES
910 MINNEHAHA #8
VANCOUVER WA 98665

Please Direct Inquiries to:

VI T. TA
Title: CONTRACT SPECIALIST
Phone: 503-230-3985
Fax : 503-230-4508

Attn: Paul Gillette 503-230-3717

Contract Title: TECHNICAL DESIGN/ENGINEERING AND IT DESIGN SERVICES

Total Value :

Pricing Method:

Performance Period: 04/19/04 - 09/30/09

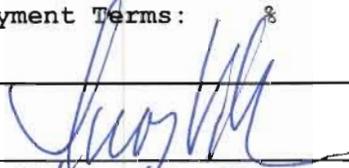
Payment Terms: %

Days Net 30


Contractor Signature

Paul W. Gillette / owner
Printed Name/Title

06/17/2009
Date Signed


BPA Contracting Officer

6/25/09
Date Signed

Title : SUPPLEMENTAL LABOR INFORMATION MANAGEMENT (SLIM)

Amendment: 011

Amended Performance Period: -

Amendment Value:

Pricing Method :

MASTER CONTRACT

Mail Invoice To:

See Page 2

Contract : 00017730
Release : 00000
Page : 1

Vendor:
DESIGNTECH ASSOCIATES
910 MINNEHAHA #8
VANCOUVER WA 98665

Please Direct Inquiries to:
VI T. TA
Title: CONTRACT SPECIALIST
Phone: 503-230-3985
Fax : 503-230-4508

Attn: Paul Gillette 503-230-3717

Contract Title: TECHNICAL DESIGN/ENGINEERING AND IT DESIGN SERVICES

Total Value :
Pricing Method:
Performance Period: 04/19/04 - 09/30/09
Payment Terms: % Days Net 30

Contractor Signature

BPA Contracting Officer

Printed Name/Title

Date Signed

Date Signed

Title : SUPPLEMENTAL LABOR INFORMATION MANAGEMENT (SLIM)
Amendment: 011
Amended Performance Period: -
Amendment Value:
Pricing Method :



Cover Continuation Sheet

**CONTRACT NO. 17730-000-011
SUPPLEMENTAL LABOR INFORMATION MANAGEMENT (SLIM)**

This amendment is to require the Contractor to use the Supplemental Labor Information Management (SLIM) system for contract administration and management of their employees under contract to BPA.

The SLIM system will be used for the following activities under this contract:

1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);
2. Initiating BPA's on-and-off boarding process;
3. Entry of billable hours, travel and other reimbursable expenses;
4. Invoicing.

Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.

BPA will initiate use of the SLIM system on July 20, 2009. On Aug 1, 2009 and every two weeks thereafter, the SLIM system will automatically generate an invoice for the contractor that includes all approved timesheets submitted by the contractor's employees for the prior 14-day period.

Fieldglass, Inc., the SLIM software system provider, charges a user fee to BPA for the use of this system. The user fee is based on the total amount of BPA's agency-wide invoices processed through the SLIM system. The fee will be a maximum of 0.85%. BPA will pass this user fee to the contractor by automatically deducting the appropriate amount from each invoice payment made to the contractor. The Contractor hereby agrees to this user-fee deduction from the invoiced amount.

The Contractor understands that the End User License Agreement the Contractor executes with the SLIM provider, Fieldglass, Inc., must remain in good standing for continued performance under this contract (see attached End User License Agreement).

ALL OTHER TERMS AND CONDITIONS UNDER THIS MASTER AGREEMENT ARE APPLICABLE TO THIS AMENDMENT.



FIELDGLASS
SUPPLIER END USER LICENSE AND NONDISCLOSURE AGREEMENT

THIS SUPPLIER END USER LICENSE AND NONDISCLOSURE AGREEMENT, ("Agreement") entered into as of this 3rd day of June, 2009 ("Effective Date"), is by and between Fieldglass, Inc., a Delaware corporation with offices located at 125 South Wacker Drive, Suite 2400, Chicago, Illinois 60606, ("Fieldglass"), and, if a US-based entity, Designtech Associates, a sole proprietorship corporation with offices located at 910 Minnehaha#8 Vancouver, WA 98665 or, if a non-US based entity, _____ (company number: _____) whose registered offices are located at _____ ("Supplier") (Fieldglass and Supplier individually a "Party" and collectively the "Parties").

WHEREAS, Fieldglass and/or Fieldglass Companies and various customers have entered into agreements (each a "Customer Agreement") whereby Fieldglass and/or a Fieldglass Company will provide each said customer with access to certain software products (the "Products") through a hosted environment (each a "Hosted Environment" and collectively the "Hosted Environments"); and

WHEREAS, Supplier has currently, or may hereafter enter into, agreements with certain customers of Fieldglass or a Fieldglass Company (each herein, a "Joint Customer") to supply services to such Joint Customers, and in order for said Joint Customers to obtain the full value of the Products, it is beneficial for Supplier to also have access to the Hosted Environments established for each Joint Customer and the Products.

NOW THEREFORE, in consideration of the mutual benefit to Fieldglass and Supplier from allowing Supplier to access the Hosted Environments and Products, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. LICENSE TO ACCESS THE PRODUCTS. During the term of this Agreement only, Fieldglass grants to Supplier a non-exclusive, non-transferable, non-assignable, royalty-free license to access the Hosted Environments currently or hereafter established for the Joint Customers to enable Supplier to use the Products solely in connection with Supplier's delivery of services to each said Joint Customer (the "Permitted Use") and not for distribution, transfer, sale or use for the benefit of any other third party. Such access to each of the Hosted Environments and the right to use the Products in each Hosted Environment is conditional upon there being valid agreements in place between Supplier and each of the relevant Joint Customers and valid Customer Agreements. Where an agreement between any Joint Customer and Supplier is terminated for any reason then Supplier's rights to access the particular Hosted Environment and use the Products in respect of that particular Joint Customer shall cease immediately. For the avoidance of doubt Fieldglass shall be entitled to rely conclusively upon the notification by a particular Joint Customer that its agreement with Supplier has been terminated. This license is personal to Supplier, and Supplier shall not permit any parent, subsidiary or affiliated entity of Supplier or any third party to have access to or use the Hosted Environments or Products without the prior written consent of Fieldglass. Should Supplier request, and Fieldglass consent to such access, Supplier shall ensure that such parent, subsidiary, affiliated entity or third party is made aware of the terms and conditions of this Agreement and Supplier shall be liable for and shall indemnify all Fieldglass Companies in respect of all losses and liabilities suffered or incurred by any of them arising from any breach of the terms and conditions of this Agreement by such parent, subsidiary, affiliated entity, or other person. Supplier acknowledges that Fieldglass is not responsible for providing a communications line or other equipment necessary to access and use the Hosted Environments via the public Internet, or for the charges associated with such access or use.

2. CONFIDENTIAL INFORMATION. "Fieldglass Confidential Information" means the Products, Hosted Environments and all Information and Improvements made by either Party related to the Products or Hosted Environment. "Supplier Confidential Information" means all Supplier-specific data provided by Supplier to Fieldglass and used in the Products (Supplier Confidential Information and Fieldglass Confidential Information, collectively "Confidential Information"). Confidential Information does not include (a) information that is or becomes publicly available without a breach of this Agreement, (b) information received from a third party having a right to disclose said information or (c) information which a Party independently developed without use of or reliance upon the other's Confidential Information. Notwithstanding the foregoing, a Party may disclose the Confidential Information of the other Party if compelled or required to do so by statute, court of law or other legal process; provided that the disclosing Party (i) gives the other prompt written notice of an impending disclosure pursuant to this sentence, (ii) provides commercially reasonable assistance to the other Party at the other Party's expense in opposing or limiting the compelled or required disclosure and (iii) makes only such disclosure as is compelled or required. Supplier shall use Fieldglass Confidential Information solely for the Permitted Use. Fieldglass shall use Supplier Confidential Information solely as necessary for the purposes of this Agreement or for the performance of a Customer Agreement, except that Fieldglass may use and disclose the aggregate statistical data relating to the utilization of the Product in a manner non-specific to any Supplier, Joint Customer or any temporary worker.

3. COVENANT OF NONDISCLOSURE. Upon request by Fieldglass or termination of this Agreement, Supplier will destroy or promptly deliver to Fieldglass all materials that contain Fieldglass Confidential Information. Upon Fieldglass' request, an officer of Supplier will certify as to its compliance with this Section 3. During and after the term of this Agreement, each Party shall (a) safeguard the other's Confidential Information from unauthorized use and disclosure; (b) disclose the other's Confidential Information to no one other than employees or independent contractors who have a need to have access to and knowledge of the other's Confidential Information solely for the purposes authorized in Section 2 above; and (c) advise all such employees and independent contractors of their obligations with respect to the other's Confidential Information and be responsible for their breach of this Agreement.

4. OWNERSHIP; VIOLATION OF COVENANT. Each Party shall retain all ownership and intellectual property rights in and to their Confidential Information. Each Party shall notify the other immediately upon discovery of any unauthorized disclosure or use of the other's Confidential Information, and will cooperate in every reasonable way to help the other regain possession of its Confidential Information and/or to prevent further unauthorized use or disclosure. In the event of the threatened or actual breach of this Agreement, a Party shall have no adequate remedy at law and shall be entitled to (a) all equitable remedies, including immediate injunctive and other equitable relief (without bond and without the necessity of showing actual monetary damages) enjoining the other Party and every other party from breaching this Agreement, (b) reasonable attorneys fees

incurred in enforcing its rights hereunder, and (c) any other legal remedies that may be available. Supplier will indemnify, defend, and hold Fieldglass harmless from and against all costs, claims, demands, liabilities, expenses, damages or losses (including legal costs assessed on a solicitor and own client basis) and all indirect losses arising out of or in connection with any breach by Supplier or any of its employees, subcontractors or independent contractors of the confidentiality and non disclosure obligations owed to Fieldglass and other Fieldglass Companies under this Agreement.

5. DATA PROTECTION. Supplier acknowledges that in relation to Personal Data supplied and/or processed under this Agreement it acts as Controller and it warrants that it will duly observe all its obligations under Directive 95/46/EC together with all obligations under legislation which implements Directive 95/46/EC (collectively referred to as "Data Protection Laws") in the country in which the Supplier supplies the Personal Data and/or determines the purposes for which and the manner in which Personal Data are to be processed including, without limitation, obtaining and maintaining all necessary notifications and obtaining and maintaining all necessary Data Subject Consents. For the purposes of this Agreement, "Personal Data", "Controller", "Data Subject" and "Data Subject Consent" shall have the meaning given in Directive 95/46/EC. Fieldglass represents that it is and will remain current during the term of this Agreement, on the "Safe Harbor" list, maintained by the U.S. Department of Commerce.

6. WARRANTY AND DISCLAIMER. Each Party represents and warrants that the Confidential Information provided to the other shall be free of any virus, Trojan Horse, cancel bot, timebombs or other devices developed to disable or to erase, damage or corrupt software, hardware or data. Except as otherwise provided in this Agreement, Company acknowledges and agrees that the Products and Hosted Environment including (without limitation) all updates and enhancements are provided "AS IS," without warranty of any kind, and ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ARE DISCLAIMED. Without limiting the foregoing, Fieldglass does not warrant that the Products or Hosted Environment will be uninterrupted, free of errors, defects or without delay, or that errors or defects are capable of being corrected.

7. LIMITATION OF LIABILITY. Excluding Sections 6 (Warranty and Disclaimer), 8 (Indemnification), and 3 (Covenant of Nondisclosure), the total liability of each Party to the other in respect of all claims under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise shall not exceed one thousand US dollars (US \$1,000). Except for breach of Section 3 (Covenant of Nondisclosure), in no event shall either Party be liable for any loss of profits, revenue or product use, or loss or inaccuracy of data, indirect, incidental, special, punitive, or consequential damages of any kind, whether or not reasonably foreseeable, incurred by the other Party or a third party relating to use of or inability to use the Confidential Information whether arising in tort (including negligence), breach of contract or otherwise and whether or not reasonably foreseeable. Nothing in this Agreement shall operate to exclude or restrict either Party's liability for death or personal injury arising from that Party's negligence or any other liability due to that Party's fraud or any other liability which it is not permitted to exclude or limit as a matter of law.

8. INDEMNIFICATION. Each Party ("Indemnifying Party") will defend the other Party against any third party claim or legal action ("Claim"), and indemnify and hold harmless the other Party ("Indemnified Party") from and against any loss, liability and damages arising therefrom, to the extent such Claim alleges that (a) the Confidential Information provided by the Indemnifying Party infringes any U.S. patent, copyright or trade secret, or other non-patent intellectual property right of such third party, or (b) the Indemnifying Party has failed to comply with the requirements of applicable data protection laws. Neither Party shall have indemnification obligations for its Confidential Information hereunder where the Claim directly or indirectly arises from the other Party's misuse or unauthorized modification of such Confidential Information. This indemnification obligation is contingent on the Indemnified Party providing the Indemnifying Party: (i) written notice within thirty (30) days of receiving a Claim; (ii) all assistance (at the expense of the Indemnifying Party)

and necessary information within its control for the Indemnifying Party to conduct a defense; and (iii) with sole control of the defense and settlement of the Claim. If the use of the Products, Hosted Environment or related documentation infringes, or in Fieldglass' determination, is likely to infringe, a third party proprietary right, Fieldglass may, in its sole discretion and at its option and expense (a) obtain for Company the right to use the allegedly infringing item(s), (b) substitute a functionality equivalent, non-infringing replacement for such item, (c) modify such item to make it non-infringing and functionally equivalent, or (d) terminate the Agreement.

9. SUPPORT. Should Fieldglass develop an updated version of the Product and such version is provided as a generic release common to all licensees of such Product, Fieldglass agrees to provide technical support, updates and enhancements to Supplier free of charge for the Product licensed hereunder and Supplier shall have the right to use updates and enhancements as replacements for existing authorized copies. Supplier agrees to migrate to the updated version of the Product on the date the updated version is released and delivered to Supplier.

10. TERM. This Agreement shall be effective as of the Effective Date and shall remain in effect (unless terminated earlier) for an initial term of one (1) year, and shall automatically renew for successive six (6) month terms unless either Party provides written notice of its intent not to renew the Agreement at least thirty (30) days prior to the end of the then-current term. Additionally, the Agreement shall terminate upon the earlier of: (i) termination of all Customer Agreements with Joint Customers, (ii) termination of all relevant agreements between Supplier and each of the relevant Joint Customers, (iii) the existence of a claim which precludes continued access to the Products, or (iv) written notice of termination by Supplier. Fieldglass may terminate this Agreement immediately upon written notice where Supplier has misused the Hosted Environment or Products or has otherwise materially breached the terms of this Agreement.

Either Party shall be entitled to terminate this Agreement forthwith and with immediate effect by notice in writing if the other Party is subject to a winding up petition or order, or to an administration order, or enters into liquidation, or has a receiver or administrative receiver appointed over the whole or any part of its assets or makes or proposes any voluntary arrangements with its creditors, or is unable to pay its debts within the meaning of Section 123 Insolvency Act 1986, if applicable.

Upon termination of this Agreement, all access to and use of the Hosted Environments and Products by Supplier shall cease immediately. Anything in this Agreement to the contrary notwithstanding, the rights of either Party to terminate this Agreement are in addition to and shall not limit either Party from pursuing any other remedies available to it. In addition, notwithstanding termination or expiration of this Agreement, the accrued rights of either Party shall not be affected and Sections 2 through 16 shall survive.

11. SEVERABILITY. In the event a court of competent jurisdiction finds that any provision of this Agreement is unlawful or unenforceable, then it is the intent of the Parties that such court apply a rule of reasonableness and modify the provision in question so that it will remain in effect to the greatest extent permitted by law. In the event a court finds such procedure to be inappropriate, then the provision held unlawful or unenforceable shall be excised from this Agreement and the remaining provisions of this Agreement will remain in full force and effect.

12. MISCELLANEOUS. Neither Party shall assign or transfer its rights or obligations pursuant to this Agreement without the prior written consent of the other Party, which will not be unreasonably withheld, except that Fieldglass may assign or transfer this Agreement: (a) to a successor as a result of a merger, consolidation, acquisition, reorganization or sale of all or substantially all of Fieldglass' assets, or (b) to any other Fieldglass Company. No such assignment or transfer shall have the effect of increasing the obligations of either Party under this Agreement. The terms and conditions of this Agreement will inure to the benefit of, and shall be binding upon, each Party's successors and permitted assigns. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver hereof; all waivers being required to be in writing signed by the waiving Party. This Agreement

contains the full and complete understanding of the Parties with respect to the subject matter of this Agreement and supersedes all prior representations (except fraudulent representations), communications and understandings concerning the same subject matter whether they be oral or written, express or implied. This Agreement may be modified only in writing and if signed by authorized representatives of each Party.

13. DISPUTE RESOLUTION. Any dispute between the Parties arising out of this Agreement shall be resolved in accordance with this Section. The project executives designated by the Parties shall negotiate in good faith the resolution of any dispute in an effort to resolve the same within five (5) business days of one Party's notice of dispute. In the event the project executives are unable to resolve a dispute within this time frame, the dispute shall escalate to representatives of the Parties holding positions no less influential than Vice President (or comparable position) ("Officers"). If the Officers are unable to resolve a dispute within five business (5) days of escalation to the Officers, either of the Parties shall be entitled to pursue other remedies. Nothing in this Section shall prevent or delay either Party from seeking orders for specific performance or interlocutory or injunctive relief on an ex-parte basis or otherwise or to preserve its position as creditor.

14. NON-EXCLUSIVITY & RELATIONSHIP. This Agreement is non-exclusive and nothing in this Agreement shall be deemed to restrict the right of either Party to enter into similar agreements with any third party (without restriction as to number, location and subject matter of such agreement) or to deal with or provide products and/or services

To any third party. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, association, or fiduciary relationship between the Parties, nor shall anything in this Agreement be deemed to create an agency relationship between the Parties.

15. THIRD PARTY RIGHTS. All Fieldglass Companies will be entitled to the benefit of this Agreement and to enforce in their own right and to rely on any term of this Agreement including without limitation the right to recover damages from Supplier for losses arising from any breach of this Agreement. However, Fieldglass and Supplier may vary, rescind or terminate this Agreement without the consent of any other Fieldglass Company. Any other person who is not a Party or a Fieldglass Company shall not have the right (whether under the Contracts (Rights of Third Parties) Act 1999, or otherwise) to enforce any term of this Agreement and except as expressly provided for in this Section 16, the Parties hereby confirm their intent not to apply the Contracts (Rights of Third Parties) Act 1999 to the provisions of this Agreement. For the purposes of this Agreement "Fieldglass Company" and "Fieldglass Companies" shall mean Fieldglass and any Holding Company (if any) or Subsidiary of Fieldglass or any Subsidiary of any such Holding company (as the context may require) and "Subsidiary" and "Holding Company" shall have the meanings ascribed to them by S.736 and 736A of the Companies Act 1985 (as amended from time to time).

16. LAW OF CONTRACT AND JURISDICTION. This Agreement shall be governed by and construed according to the laws of the State of New York, United States without regard to conflicts of law principles and the Parties hereby submit to the exclusive jurisdiction of the federal and state courts located in New York, New York.

IN WITNESS WHEREOF, this Agreement has been signed by duly authorized representatives of the Parties on the day and the year first before written.

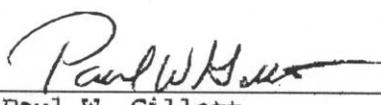
Signed for and on behalf of

Signed for and on behalf of

Fieldglass, Inc.

Supplier

Signed: _____
 Printed: James E. Holtzman
 Title: Chief Financial Officer
 Date: _____

Signed: 
 Printed: Paul W. Gillett
 Title: Owner
 Date: 06/03/2009

Addresses for Notification:

Fieldglass, Inc.
 Attn: Chief Financial Officer
 125 S. Wacker Drive, Suite 2400
 Chicago, IL 60606
 Phone: 312-279-8700
 Facsimile: 312-759-5555

Supplier: Designtech Associates
 Attn: Paul W. Gillett
 Address1: 910 Minnehaha #8
 Address2: Vancouver, WA 98665
 Phone: (360) 904-9842
 Facsimile: (503) 230-3212
 Email Contact: pwgillett@bpa.gov

MASTER CONTRACT

Mail Invoice To:

See Page 2

Contract : 00017730
Release : 00000
Page : 1

Vendor:

DESIGNTECH ASSOCIATES
910 MINNEHAHA #8
VANCOUVER WA 98665

Please Direct Inquiries to:

VI T, TA
Title: CONTRACT SPECIALIST/
Phone: 503-230-3985
Fax : 503-230-4508

Attn: Paul Gillette 503-230-3717

Contract Title: TECHNICAL DESIGN/ENGINEERING AND IT DESIGN SERVICES

Total Value :

Pricing Method:

Performance Period: 04/19/04 - 09/30/09

Payment Terms: * Days Net 30



Contractor Signature
Paul W. Gillette / owner

Printed Name/Title
7/21/2008

Date Signed



BPA Contracting Officer for Vi Ta
July 22, 2008

Date Signed

Title : INCORPORATE NERC CLAUSE

Amendment: 010

Amended Performance Period: -

Amendment Value:

Pricing Method :

MASTER CONTRACT

Mail Invoice To:

See Page 2

Contract : 00017730
Release : 00000
Page : 1

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DESIGNTECH ASSOCIATES
910 MINNEHAHA #8
VANCOUVER WA 98665

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Title: CONTRACT SPECIALIST/
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Fax : 503-230-4508

Attn: Paul Gillette 503-230-3717

Contract Title: TECHNICAL DESIGN/ENGINEERING AND IT DESIGN SERVICES

Total Value :

Pricing Method:

Performance Period: 04/19/04 - 09/30/09

Payment Terms: % Days Net 30

Contractor Signature

BPA Contracting Officer

Printed Name/Title

Date Signed

Date Signed

Title : INCORPORATE NERC CLAUSE

Amendment: 010

Amended Performance Period: -

Amendment Value:

Pricing Method :



COVER SHEET CONTINUATION

Master Contract No. 17730 Amendment No. 010

Amendment 010, under Master Contract 17730, is issued to authorize and incorporate the following:

1. Effective July 01, 2008, the following clause is hereby incorporated as part of the Master Contract:

CONTROL CENTER ACCESS REVOCATION NOTIFICATION (23-50) (JUL 08)

The Bonneville Power Administration (BPA) is subject to the North American Electric Reliability Corporation's (NERC) critical infrastructure protection standards. NERC may impose financial penalties on BPA for non-compliance with those standards.

BPA's Grid Operations Information System Security Program (ISSP) implements the NERC standards for physical and cyber access to control centers.

To assure BPA meets the requirements of the ISSP, contractors initiating routine personnel actions shall notify the COTR within 48 hours of a decision to terminate, reassign or change the duty location of an employee with access to a BPA control center.

Termination for Cause

Termination for cause is defined as separation from the organization based on the conduct, character, or unacceptable performance of an employee. Contractors initiating personnel actions involving termination for cause shall notify the COTR or CO within four (4) hours of a decision to terminate an employee with access to a BPA control center.

**ALL OTHER TERMS AND CONDITIONS UNDER THIS CONTRACT ARE
APPLICABLE TO THIS AMENDMENT.**

MASTER CONTRACT

Mail Invoice To:

See Page 2

Contract : 00017730
Release : 00000
Page : 1

Vendor:
DESIGNTECH ASSOCIATES
910 MINNEHAHA #8
VANCOUVER WA 98665

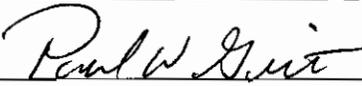
Please Direct Inquiries to:

V1 T. TA
Title: CONTRACT SPECIALIST/
Phone: 503-230-3985
Fax : 503-230-4508

Attn: Paul Gillette 503-230-3717

Contract Title: TECHNICAL DESIGN/ENGINEERING AND IT DESIGN SERVICES

Total Value :
Pricing Method:
Performance Period: 04/19/04 - 09/30/09
Payment Terms: % Days Net 30



Contractor Signature

Paul W. Gillette / owner

Printed Name/Title

7/3/2008

Date Signed



BPA Contracting Officer

7-3-08

Date Signed

Title : CHANGE DESCRIPTION OF LINE ITEM 10- ENGINEERING DOC SPECIALIST

Amendment: 009

Amended Performance Period: -

Amendment Value:

Pricing Method :

MASTER CONTRACT

Mail Invoice To:

See Page 2

Contract : 00017730
Release : 00000
Page : 1

Vendor:
DESIGNTECH ASSOCIATES
910 MINNEHAHA #8
VANCOUVER WA 98665

Please Direct Inquiries to:
VI T. TA
Title: CONTRACT SPECIALIST/
Phone: 503-230-3985
Fax : 503-230-4508

Attn: Paul Gillette 503-230-3717

Contract Title: TECHNICAL DESIGN/ENGINEERING AND IT DESIGN SERVICES

Total Value :
Pricing Method:
Performance Period: 04/19/04 - 09/30/09
Payment Terms: % Days Net 30

Contractor Signature

BPA Contracting Officer

Printed Name/Title

Date Signed

Date Signed

Title : CHANGE DESCRIPTION OF LINE ITEM 10- ENGINEERING DOC SPECIALIST
Amendment: 009
Amended Performance Period: -
Amendment Value:
Pricing Method :



Master Agreement Continuation Sheet

Master Agreement 00017730 Amendment 009

Modification 009, to Master Agreement 17730, is issued to authorize and incorporate a change to line item 010 description to now read Engineering Document Specialist as listed below:

A. Schedule of Prices (Services) (22-51)
(SEP 98)

The contractor shall provide all supplies/services according the each Statement of Work attached to each Release/Delivery Order.

Item No.	Description	Quantity	Unit
001	Project Manager	\$110.00	Hr
002a	Systems Architect, Corp.	\$96.00	Hr
002b	Systems Architect, TBL	\$96.00	Hr
003	Senior Engineer/Network Architect	\$88.00	Hr
004a	Lead Engineer/Database Tch Lead, TBL	\$84.00	Hr
004b	Lead Engineer/Database Tech, Corp	\$82.00	Hr
005a	Engineer II/Network Engineer, TBL	\$80.00	Hr
005b	Engineer II/Network Engineer, Corp	\$76.00	Hr
006	Engineer I/Systems Analyst	\$75.00	Hr
007	Senior Technician	\$66.00	Hr
008	Technician	\$58.00	Hr
009	PC Support/Drafting/CAD Operator	\$50.00	Hr
010	Engineering Document Specialist	\$32.00	Hr
011	Contract Writing Support	\$62.00	Hr
012	Engineer I/senior Systems Analyst	\$82.00	Hr
013	Technical Writer	\$61.00	Hr
014	Consultant, Power Account Services	\$75.00	Hr
015	Additional positions (Negotiated with each Release as it is issued).	To Be Determined	Hr

B. For all administrative matters refer to the BPA Contracting Officer Vi Ta, (503) 230-3985.

ALL OTHER TERMS AND CONDITIONS UNDER THIS MASTER AGREEMENT ARE APPLICABLE TO THIS MODIFICATION.

BONNEVILLE
POWER ADMINISTRATION

MASTER CONTRACT

Mail Invoice To:

See Page 2
For Invoice Instructions

Contract : 00017730
Release : 00000
Page : 1

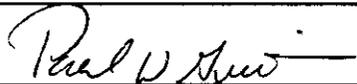
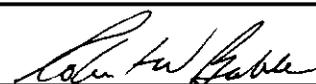
Vendor:
DESIGNTECH ASSOCIATES
910 MINNEHAHA #8
VANCOUVER WA 98665

Please Direct Inquiries to:
MARY H. OWINGS
Title: CONTRACT SPECIALIST
Phone: 360-418-2853
Fax : 360-418-2363

Attn: Paul Gillette 503-230-3717

Contract Title: TECHNICAL DESIGN/ENGINEERING AND IT DESIGN SERVICES

Total Value :
Pricing Method:
Performance Period: 04/19/04 - 09/30/09
Payment Terms: % Days Net 30

 _____ Contractor Signature	 _____ BPA Contracting Officer
Paul W. Gillette / owner _____ Printed Name/Title	7/30/08 _____ Date Signed
4/22/2008 _____ Date Signed	

Title : EXTEND THROUGH FY 09 AND INCORPORATE THE PRICE ADJUSTMENT CLAUSE
Amendment: 008
Amended Performance Period: - 09/30/09
Amendment Value:
Pricing Method :



Master Agreement Continuation Sheet

**Contract 00017730
Amendment 008**

This purpose of this modification is to:

- a. Extend the period of performance from 3/31/09 to now read 9/30/09, to align with the Fiscal Year.
- b. Remove line item 16 from this Master Agreement.

**SCHEDULE OF PRICES (SERVICES) (22-51)
(SEP 98)**

The contractor shall provide all supplies/services according the each Statement of Work attached to each Release/Delivery Order.

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>
001	Project Manager	\$110.00	Hr
002a	Systems Architect, Corp.	\$96.00	Hr
002b	Systems Architect, TBL	\$96.00	Hr
003	Senior Engineer/Network Architect	\$88.00	Hr
004a	Lead Engineer/Database Tch Lead, TBL	\$84.00	Hr
004b	Lead Engineer/Database Tech, Corp	\$82.00	Hr
005a	Engineer II/Network Engineer, TBL	\$80.00	Hr
005b	Engineer II/Network Engineer, Corp	\$76.00	Hr
006	Engineer I/Systems Analyst	\$75.00	Hr
007	Senior Technician	\$66.00	Hr
008	Technician	\$58.00	Hr
009	PC Support/Drafting/CAD Operator	\$50.00	Hr
010	Clerical	\$32.00	Hr
011	Contract Writing Support	\$62.00	Hr
012	Engineer I/senior Systems Analyst	\$82.00	Hr
013	Technical Writer	\$61.00	Hr
014	Consultant, Power Account Services	\$75.00	Hr
015	Additional positions (Negotiated with each Release as it is issued).	To Be Determined	Hr

- c. Incorporate the Price Adjustment Clause, effective on 10/1/08 to be applied to all positions, except BPA's "J" "IT" Organization. The price adjustment for the one Release for the "J" Organization will be reviewed and negotiated as either party requires.



Master Agreement Continuation Sheet

PRICE ADJUSTMENT (7-2) (SEP 98)(BPI 7.1.9)

(a) From 10/1/07, through the remainder of the contract annual periods, the hourly rates identified in the Schedule of Items may be adjusted upward or downward based on increases or decreases in the for Employment Cost Index, listed in <http://www.bls.gov/news.release/eci.toc.htm>. Table 8. Wages and Salaries (not Seasonally Adjusted): Employment Cost Index for wages and salaries, for civilian workers, by occupational group and industry. Occupational group Management, professional, and related. The final index point at the start of FY 08 as of Sep 2007 is 1.1.

(b) At the start of each fiscal year, the percent of increase or decrease in the index will be computed by the Contracting Officer. No prices will be adjusted unless the percent of change in the index (since the date of contract award or date of last adjustment) amounts to three percent or more. If the index has changed by three percent or more since Sep 2007 or since the last calculation that resulted in a price adjustment followed with a modification, the specific prices will be adjusted for the ensuing year. If an adjustment is warranted in accordance with the above, the then current unit prices will be increased or decreased, for the ensuing year, by the product of the unit price times the percent of change reported in the index (figured to two decimal places).

(c) No upward adjustment shall apply to supplies or services which are required to be delivered or performed prior to the effective date of the adjustment unless the Contractor's failure to deliver or perform in accordance with the delivery schedules results from causes beyond the control and without the result or negligence of the Contractor.

(d) The index base rate shown above for the first year of the contract shall be the latest rate published at the date of contract award. Should an adjustment in the hourly rates be effected per this clause, the index base rate will be revised to reflect the latest rate published at the date of contract renewal.

BONNEVILLE
POWER ADMINISTRATION

MASTER CONTRACT

Mail Invoice To:

See Page 2
For Invoice Instructions

Contract : 00017730
Release : 00000
Page : 1

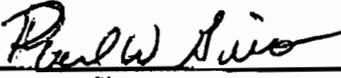
Vendor:
DESIGNTECH ASSOCIATES
910 MINNEHAHA #8
VANCOUVER WA 98665

Please Direct Inquiries to:
MARY H. OWINGS
Title: **CONTRACT SPECIALIST**
Phone: 360-418-2853
Fax : 360-418-2363

Attn: Paul Gillette 503-230-3717

Contract Title: **TECHNICAL DESIGN/ENGINEERING AND IT DESIGN SERVICES**

Total Value :
Pricing Method:
Performance Period: 04/19/04 - 03/31/09
Payment Terms: % Days Net 30

	
Contractor Signature	BPA Contracting Officer
<u>Paul W. Gillette / gwv</u>	11/29/07
Printed Name/Title	Date Signed
<u>11/28/2007</u>	
Date Signed	

Title : **ADD LINE ITEM 16 PROGRAM MANAGER**
Amendment: 007
Amended Performance Period: -
Amendment Value:
Pricing Method :

MASTER CONTRACT

Mail Invoice To:

See Page 2
For Invoice Instructions

Contract : 00017730
Release : 00000
Page : 1

Vendor:
DESIGNTECH ASSOCIATES
910 MINNEHAHA #8
VANCOUVER WA 98665

Please Direct Inquiries to:
MARY H. OWINGS
Title: CONTRACT SPECIALIST
Phone: 360-418-2853
Fax : 360-418-2363

Attn: Paul Gillette 503-230-3717

Contract Title: TECHNICAL DESIGN/ENGINEERING AND IT DESIGN SERVICES

Total Value :
Pricing Method:
Performance Period: 04/19/04 - 03/31/09
Payment Terms: % Days Net 30

Contractor Signature

BPA Contracting Officer

Printed Name/Title

Date Signed

Date Signed

Title : ADD LINE ITEM 16 PROGRAM MANAGER
Amendment: 007
Amended Performance Period: -
Amendment Value:
Pricing Method :



Contract Continuation Sheet

Contract 00017730 Amendment 007

The purpose of this Amendment is to add Line Item 16 as follows:

**SCHEDULE OF PRICES (SERVICES) (22-51)
(SEP 98)**

The contractor shall provide all supplies/services according the each Statement of Work attached to each Release/Delivery Order.

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
001	Project Manager	\$110.00	Hr		
002a	Systems Architect, Corp.	\$96.00	Hr		
002b	Systems Architect, TBL	\$96.00	Hr		
003	Senior Engineer/Network Architect	\$88.00	Hr		
004a	Lead Engineer/Database Tch Lead, TBL	\$84.00	Hr		
004b	Lead Engineer/Database Tech, Corp	\$82.00	Hr		
005a	Engineer II/Network Engineer, TBL	\$80.00	Hr		
005b	Engineer II/Network Engineer, Corp	\$76.00	Hr		
006	Engineer I/Systems Analyst	\$75.00	Hr		
007	Senior Technician	\$66.00	Hr		
008	Technician	\$58.00	Hr		
009	PC Support/Drafting/CAD Operator	\$50.00	Hr		
010	Clerical	\$32.00	Hr		
011	Contract Writing Support	\$62.00	Hr		
012	Engineer I/senior Systems Analyst	\$82.00	Hr		
013	Technical Writer	\$61.00	Hr		
014	Consultant, Power Account Services	\$75.00	Hr		
015	Additional positions (Negotiated with each Release as it is issued).	To Be Determined	Hr		
016	Program Manager	\$130.00	Hr		

- For all administrative matters refer to the BPA Contracting Officer: Mary Owings, (360) 418-2853, email mhowings@bpa.gov



Contract Continuation Sheet

Contract 00017730 Amendment 006

The purpose of this Amendment is to change the description of Line Item 14 and add Line Item 15 as follows:

SCHEDULE OF PRICES (SERVICES) (22-51) (SEP 98)

The contractor shall provide all supplies/services according the each Statement of Work attached to each Release/Delivery Order.

Item No.	Description	Quantity	Unit	Unit Price	Amount
001	Project Manager	\$110.00	Hr		
002a	Systems Architect, Corp.	\$96.00	Hr		
002b	Systems Architect, TBL	\$96.00	Hr		
003	Senior Engineer/Network Architect	\$88.00	Hr		
004a	Lead Engineer/Database Tch Lead, TBL	\$84.00	Hr		
004b	Lead Engineer/Database Tech, Corp	\$82.00	Hr		
005a	Engineer II/Network Engineer, TBL	\$80.00	Hr		
005b	Engineer II/Network Engineer, Corp	\$76.00	Hr		
006	Engineer I/Systems Analyst	\$75.00	Hr		
007	Senior Technician	\$66.00	Hr		
008	Technician	\$58.00	Hr		
009	PC Support/Drafting/CAD Operator	\$50.00	Hr		
010	Clerical	\$32.00	Hr		
011	Contract Writing Support	\$62.00	Hr		
012	Engineer I/senior Systems Analyst	\$82.00	Hr		
013	Technical Writer	\$61.00	Hr		
014	Consultant, Power Account Services	\$75.00	Hr		
015	Additional positions (Negotiated with each Release as it is issued).	To Be Determined	Hr		

- For all administrative matters refer to the BPA Contracting Officer: Mary Owings, (360) 418-2853, email mhowings@bpa.gov



Contract Continuation Sheet

Contract 00017730 Amendment 005

The purpose of this Amendment is to:

A. Incorporate the new hourly wage rates into the Schedule of Prices effective 8/1/06 accordingly:

**SCHEDULE OF PRICES (SERVICES) (22-51)
(SEP 98)**

(SEP 98)

The contractor shall provide all supplies/services according to each Statement of Work attached to each Release/Delivery Order.

Item No.	Description	Quantity	Unit	Unit Price	Amount
001	Project Manager	\$110.00	Hr		
002a	Systems Architect, Corp.	\$96.00	Hr		
002b	Systems Architect, TBL	\$96.00	Hr		
003	Senior Engineer/Network Architect	\$88.00	Hr		
004a	Lead Engineer/Database Tch Lead, TBL	\$84.00	Hr		
004b	Lead Engineer/Database Tech, Corp	\$82.00	Hr		
005a	Engineer II/Network Engineer, TBL	\$80.00	Hr		
005b	Engineer II/Network Engineer, Corp	\$76.00	Hr		
006	Engineer I/Systems Analyst	\$75.00	Hr		
007	Senior Technician	\$66.00	Hr		
008	Technician	\$58.00	Hr		
009	PC Support/Drafting/CAD Operator	\$50.00	Hr		
010	Clerical	\$32.00	Hr		
011	Contract Writing Support	\$62.00	Hr		
012	Engineer I/senior Systems Analyst	\$82.00	Hr		
013	Technical Writer	\$61.00	Hr		
014	Additional positions (Negotiated with each Release as it is issued).	To Be Determined	Hr		

B. Allow the contractor employees the use of a government vehicle while performing their duties in accordance with the Statement of Work identified in each individual Release. The project manager will identify if the government vehicle will be needed for each Release.



Contract Continuation Sheet

Add to the clause:

INSURANCE (16-2)
(SEP 03) (BPI 16.3.3)

- (3) **Automobile liability.** The contractor shall provide automobile liability insurance covering the operation of all automobiles used in performing the contract. Policies shall provide limits of at least \$1,000,000 per accident and include coverage for all owned, non-owned and hired automobiles.

**Mail Invoices Marked with
Contract No. to:**

Bonneville Power Administration
ATTN: **Individual's named on each
Release**
P.O. Box 3621
Portland, OR 97208

- For all administrative matters refer to the BPA Contracting Officer: Mary Owings, (503) 230-3788, email mhowings@bpa.gov

**Contract 00017730
Amendment 004**

This contract is hereby amended to:

- a. Change Line Item 004 Description to read Lead Engineer/Database Technical Lead at \$82 per hour
- b. Add Line item 013, Technical Writer at \$55 per hour.

**SCHEDULE OF PRICES (SERVICES) (22-51)
(SEP 98)**

(SEP 98)

The contractor shall provide all supplies/services according the each Statement of Work attached to each Release/Delivery Order.

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
001	Project Manager	\$110.00	Hr		
002	Systems Architect	\$96.00			
003	Senior Engineer/Network Architect	\$88.00			
004	Lead Engineer/Database Technical Lead	\$82.00			
005	Engineer II/Network Engineer	\$76.00			
006	Engineer I/Systems Analyst	\$68.00			
007	Senior Technician	\$60.00			
008	Technician	\$52.00			
009	PC Support/Drafting/CAD Operator	\$44.00			
010	Clerical	\$28.00			
011	Additional positions (Negotiated with each Release as it is issued.)	To Be Determined			
012	Engineer I/senior Systems Analyst	\$78.50			
013	Technical Writer	\$55.00			

- For all technical matters refer to the BPA Contracting Officer's Representatives identified on each Release.

- For all administrative matters refer to the BPA Contracting Officer: Mary Owings, (503) 230-3788, email mhowings@bpa.gov

All other terms and conditions remain unchanged.



Contract Continuation Sheet

Contract 00017730 Amendment 003

This contract is hereby amended to include Line item 012, Engineer I/Senior Systems Analyst at \$78.50 per hour.

SCHEDULE OF PRICES (SERVICES) (22-51) (SEP 98)

(SEP 98)

The contractor shall provide all supplies/services according the each Statement of Work attached to each Release/Delivery Order.

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
001	Project Manager	\$110.00	Hr		
002	Systems Architect	\$96.00			
003	Senior Engineer/Network Architect	\$88.00			
004	Database Technical Lead	\$82.00			
005	Engineer II/Network Engineer	\$76.00			
006	Engineer I/Systems Analyst	\$68.00			
007	Senior Technician	\$60.00			
008	Technician	\$52.00			
009	PC Support/Drafting/CAD Operator	\$44.00			
010	Clerical	\$28.00			
011	Additional positions (Negotiated with each Release as it is issued.)	To Be Determined			
012	Engineer I/senior Systems Analyst	\$78.50			

- For all administrative matters refer to the BPA Contracting Officer: Mary Owings, (503) 230-3788, email mhowings@bpa.gov

All other terms and conditions remain unchanged

(End of Amendment No. 3)



Contract Continuation Sheet

Contract 00017730 Amendment 002

- A. This contract is hereby Amended to extend Incorporate the following clause:
BPI Clause – Limitation on travel costs (22-50)

LIMITATION ON TRAVEL COSTS (22-50) (JUL 04)

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://policyworks.gov/org/main/mt/homepage/mtt/perdiem/travel.htm>

The Federal Travel Regulations are available at

http://www.gsa.gov/Portal/gsa/ep/contentView.do?P=MTT&contentId=14161&contentType=GSA_OVERVIEW

- For all administrative matters refer to the BPA Contracting Officer: Mary Owings, (503) 230-3788, email mhowings@bpa.gov



Contract Continuation Sheet

**Contract 00017730
Amendment 001**

This contract is hereby amended as follows:

A. To change the Schedule of Prices as identified below:

**SCHEDULE OF PRICES (SERVICES) (22-51)
(SEP 98)**

The contractor shall provide all supplies/services according the each Statement of Work attached to each Release/Delivery Order.

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
001	Project Manager	\$110.00	Hr		
002	Systems Architect	\$96.00			
003	Senior Engineer/Network Architect	\$88.00			
004	Database Technical Lead	\$82.00			
005	Engineer II/Network Engineer	\$76.00			
006	Engineer I/Systems Analyst	\$68.00			
007	Senior Technician	\$60.00			
008	Technician	\$52.00			
009	PC Support/Drafting/CAD Operator	\$44.00			
010	Clerical	\$28.00			
011	Additional positions (Negotiated with each Release as it is issued.)	To Be Determined			

This is a Time and Materials Master contract. Contractor support provided on each Release issued against this Master contract will be at the discretion of BPA. The hours and dollars specified in the above Schedule are estimates only and represent limits to the extend of support that may be required under this contract. The limits may be increased at the discretion of BPA and with the concurrence of the Contractor. Nothing in any Release issued shall be construed to represent a commitment from BPA to authorize a specific level of effort from the Contractor. BPA authorization of less than the estimated hours contained in the Release shall not constitute a change to this contract, nor be the subject of a Contractor claim. By entering into this contract, BPA is making no guarantees regarding the actual level of effort that will be required.



Contract Continuation Sheet

B. To delete the Price Adjustment Clause (7-2) from this Master Contract. The hourly rates will be negotiated if any price increase is to be made.

C. To incorporate the Responsibility of the Architect-Engineer Contract clause 14-51 into this Master Contract:

RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR (14-51) (JAN 04)

- (a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- (b) Neither BPA's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to BPA in accordance with applicable law for all damages to BPA caused by the Contractor's negligent performance of any of the services furnished under this contract.
- (c) The rights and remedies of BPA provided for under this contract are in addition to any other rights and remedies provided by law.
- (d) If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

D. To incorporate the Requirements for Registration of Designers clause 14-52 into this Master Contract:

REQUIREMENTS FOR REGISTRATION OF DESIGNERS (14-52) (JAN 04)

The design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work shall be accomplished or reviewed and approved by architects or engineers registered to practice in the particular professional field involved in a State or possession of the United States, in Puerto Rico, or in the District of Columbia.

E. To incorporate the Key Personnel Clause 23-2 into this Master Contract:

Key Personnel (23-2) (SEP 98)(BPI 23.1.6)

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



Contract Continuation Sheet

F. To incorporate the Non-disclosure of Proprietary and Trade Secret Information Clause 23-50 into this Master Contract.

Non-Disclosure of Proprietary and Trade Secret Information (23-50) (SEP 98)

By virtue of the contractual relationship between parties under this contract, the Contractor may have access to confidential, proprietary, and trade secret information, including third-party vendor trade secret and proprietary information such as related to Information Technology hardware, software, and firmware.

“Proprietary and Trade Secret information” shall be interpreted as business tools, such as methodologies, process designs, implementation strategies and information related to Information Technology hardware, software, or firmware that is not generally known or available to the public, including results of benchmark testing, software source code and binary code, computer program listing, techniques, algorithms, processes, user manuals, technical and training material, all documents marked with a proprietary notice or labeled confidential, and any information or data customarily held as proprietary or trade secret information.

The Contractor agrees to keep confidential and protect any confidential, proprietary and trade secret information that it may have access to through the performance of this contract. The Contractor agrees to take all reasonable steps, such as are commonly used in the industry, to ensure that confidential, proprietary and trade secret information is not disclosed or distributed by its employees, subcontractors, or agents in violation of the provisions of this contract.

The Contractor shall not disclose or transfer confidential, proprietary and Trade Secret information to any other third-party, except as authorized in writing by BPA. The Contractor shall promptly notify BPA’s Contracting Officer of any such unauthorized disclosure or use by its personnel.

G. To incorporate the Advertisement Condition into this Master Contract:

ADVERTISING.

Contractor agrees that without BPA’s prior written consent, contractor shall not use the names, service marks and/or trademarks of BPA or any of its affiliates, or reveal the existence of this Agreement or its terms and conditions in any manner, including in any advertising, publicity release or sales presentation without prior written consent of BPA.



Contract Continuation Sheet

H. Incorporate the Critical Infrastructure Condition into this Master Contract:

Critical Infrastructure Information. The U.S. Department of Homeland Security designates BPA as part of the critical national infrastructure. Information concerning the physical and technical infrastructure of BPA's existing and future information systems, which may be represented in data, drawings, notes, or oral presentations is deemed information critical to maintaining national security under Public Law 107-56. This information shall not be exported tangibly or intangibly under any circumstances to any non-citizen or country and specifically not to those on the U.S. DOE's Sensitive Country List or to any country designated as a Terrorist Country by the U.S. Department of State. Any intended export of this information must have the prior written approval of BPA and be in accordance with all laws of the United States. Breach of this section shall be reported immediately to BPA Cyber Security at 503-230-3082 or at 503-230-4679.

1. 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 Confidential Information or if a Deemed Export License is required.
2. The Contractor agrees to notify BPA in writing in advance of any consultation with a third party that would expose a third party to BPA Confidential Information. BPA will approve or reject consultation with the third party.
3. Notice of Security Event. The Contractor agrees to 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 503-230-3082 or at 503-230-4679 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.

Some definitions that might be useful:

Cyber Security - those measures used to safeguard electronic systems capable of electronically creating, storing, viewing, using or transmitting data; to prevent unauthorized access to electronic systems; to safeguard electronic systems against espionage, sabotage, damage, and theft; and to reduce the exposure to threats which could result in a disruption or denial of service.

Data - discreet elements of information processed in a computer system, printed on paper, on a portable medium such as CD-ROM, DVD, diskette, the analysis, combination or association of which can impart information to a human being.



Contract Continuation Sheet

Export - The transfer of anything to a "FOREIGN PERSON" by any means, anywhere, anytime, or the knowledge that what is being transferred to a "U.S. PERSON" will be further transferred to a "FOREIGN PERSON."

Foreign Contractor - a person, who does not live in the United States and is not a U.S. citizen, or an entity, residing in a foreign country that provides technical support and maintenance services for an entity in the United States.

Foreign National - means any person who is not a citizen or permanent resident alien of the United States. A foreign national is considered to be from a Sensitive Country if he/she is a citizen residing in a country or is employed by the government of an institution of a country on the Sensitive Country List. A foreign national is subject to the "deemed export" rule except a foreign national who (1) is granted permanent residence, as demonstrated by the issuance of a permanent resident visa (i.e., "Green Card"); or (2) is granted U.S. citizenship; or (3) is granted status as a "protected person" under 8 U.S.C. 1324b(a)(3).

Information - is the meaning derived by a human being from associated data elements appearing in a certain order.

Intangible Exports - technical information transmitted through electronic media, such as telephone, facsimiles and electronic mail.

Sensitive Country List - A sensitive country is one to which particular attention is given during the review and approval process for Foreign Visits & Assignments. Countries may be designated as sensitive for reasons of national security, nuclear nonproliferation, regional instability, threat to national economic security, or terrorism support.

The Patriot Act - "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001" Public Law 107-56.

Terrorist Country - sponsor of international terrorism as designated by the U.S. Secretary of State. These countries presently include Iran, Iraq, Syria, Libya, Cuba, North Korea, and Sudan.

• For all administrative matters refer to the BPA Contracting Officer: Mary Owings, (503) 230-3788, email mhowings@bpa.gov

All other terms and conditions remain unchanged.

BONNEVILLE

Power Administration



Contract Continuation Sheet

Mail Invoice To:

See Individual Releases
For Invoice Instructions

Contract : 00017730
Release : 00000
Page : 1

Vendor:
DESIGNTECH ASSOCIATES
910 MINNEHAHA
NO 8
VANCOUVER WA 98665

Please Direct Inquiries to:

VASIA POLIZOS
Title: SPVY CONTRACT SPEC
Phone: 360-418-2756
Fax : 360-418-2555

Attn: PAUL W GILLETT

Contract Title: TECHNICAL DESIGN/ENGINEERING AND IT DESIGN SERVICES

Total Value :
Pricing Method: TIME & MATERIALS
Performance Period: 04/19/04 - 03/30/12
Payment Terms: % Days Net 30

<p><u>Paul W. Gillett</u> Contractor Signature <u>PAUL W. GILLETT / OWNER</u> Printed Name/Title <u>3/6/2012</u> Date Signed</p>	<p><u>BPA Contracting Officer</u> <u>01MAR2012</u> Date Signed</p>
--	--

Title : ADJUST PERFORMANCE PERIOD
Modification: 015
Modified Performance Period: - 03/30/12
Modification Value:
Pricing Method :



CONTRACT CONTINUATION SHEET

MASTER CONTRACT 17730 – MODIFICATION 015

ADJUST PERFORMANCE PERIOD FOR NON-A&E POSITIONS

Contracting Officer	Vasia Polizos	(360) 418-2756	vpolizos@bpa.gov
Contracting Officer's Technical Representative	Tamara Wilde	(360) 418-2752	tawilde@bpa.gov
Contractor Representative	Paul Gillett	(503) 230-3717	designtechassoc@comcast.net

Modification 015 to Master Contract 17730 is issued for the following:

- A. The Performance Period is adjusted to expire on March 30, 2012 to correlate to open releases, for technical and professional Non-A&E positions.
- B. Scope of Work remains unchanged from what was incorporated into the master through previous modifications. Specific SOW's and Schedules of Prices (budgets) are funded per each release.
- C. For all contracting matters, refer to the BPA Contracting Officer (CO):
Vasia Polizos, NSSF-4, Phone: 360-418-2756; Email: vpolizos@bpa.gov .
- D. Instructions for submitting invoices are specified on individual releases.

ALL OTHER TERMS AND CONDITIONS UNDER THIS MASTER CONTRACT ARE APPLICABLE TO THIS MODIFICATION.

(END OF CONTRACT CONTINUATION SHEET)

UNITED STATES
GOVERNMENT

MASTER CONTRACT

B O N N E V I L L E
P O W E R A D M I N I S T R A T I O N

Mail Invoice To:

See Individual Releases
For Invoice Instructions

Contract : 00017730
Release : 00000
Page : 1

Vendor:
DESIGNTECH ASSOCIATES
910 MINNEHAHA
NO 8
VANCOUVER WA 98665

Please Direct Inquiries to:

VASIA POLIZOS
Title: SPVY CONTRACT SPEC
Phone: 360-418-2756
Fax : 360-418-2555

Attn: PAUL W GILLET

Contract Title: TECHNICAL DESIGN/ENGINEERING AND IT DESIGN SERVICES

Total Value :

Pricing Method: TIME & MATERIALS

Payment Terms: % Days Net 30

Performance Period: 04/19/04 - 03/30/12

Contractor Signature

BPA Contracting Officer

Printed Name/Title

12/03/12
Date Signed

Date Signed

Contract Modifications

Title : CLOSE CONTRACT

Modification: 016

Modified Performance Period: -

Modification Value:

Pricing Method :

BONNEVILLE
Power Administration



Contract Continuation Sheet

Master Agreement 00017730- Release 000

Modification 016

TECHNICAL DESIGN/ENGINEERING AND IT DESIGN SERVICES

In accordance with the “Changes – Time and Material (14-10)” clause, this Release is hereby modified as follows:

The performance period is complete on this contract and all subsequent releases are hereby closed.

For all administrative matters refer to the BPA Contracting Officer: Vasia Polizos (360) 418-2756 or email vpolizos@bpa.gov