



## Department of Energy

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

FREEDOM OF INFORMATION ACT/PRIVACY PROGRAM

April 30, 2014

In reply refer to: D-B1

Nicole Knudsen  
3536 SE 26th Ave  
Portland, OR 97202

### FOIA #BPA-2014-00793-F

Dear Ms. Knudsen:

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

#### **You requested:**

“A copy of the contract between BPA and Intercon Security Systems, including any extensions and addenda.”

#### **Response:**

BPA is releasing the Intercon Security Systems contract in its entirety.

There are no fees associated with this request.

Pursuant to Department of Energy Privacy Act regulations at 10 C.F.R. § 1008.11, you may administratively appeal this response in writing within 30 calendar days. If you choose to appeal, please include the following:

- (1) A copy of your original request;
- (2) A copy of the determination letter; and
- (3) A statement detailing the reasons for your belief that the denial was made in error.

Clearly mark both your letter and envelope with the words “Privacy Act Appeal,” and direct it to the following address:

Director, Office of Hearings and Appeals:  
Department of Energy  
1000 Independence Avenue SW  
Washington DC 20585-1615

I appreciate the opportunity to assist you. If you have any questions, please contact Kim Winn, FOIA Public Liaison, at 503-230-5273.

Sincerely,

*/s/Christina J. Munro*

Christina J. Munro

Freedom of Information Act/Privacy Act Officer

Enclosure: CD

UNITED STATES  
GOVERNMENT

MASTER CONTRACT

Mail Invoice To:

.See Page 2

Contract : 00063659  
Release : 00000  
Page : 1

Vendor:

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

Please Direct Inquiries to:

RACHEL A. KULAK  
Title: CONTRACT SPECIALIST  
Phone: 503-230-5091  
Fax : 503-230-4508

Attn: ADAM DOOLITTLE

Contract Title: SECURITY SERVICES

Total Value :

Pricing Method: NO FUNDS OBLIGATED

Payment Terms: % Days Net 30

Performance Period: 02/01/14 - 10/31/15



Contractor Signature

Adam Doolittle, Vice President of Business Development

Printed Name/Title

24 JAN 14

Date Signed



BPA Contracting Officer

24 JAN 14

Date Signed

**COVER SHEET CONTINUATION****Master Contract No. 63659  
Security Services**

Contracting Officer's Technical Representative – Neil Arthurs / 503-230-5148 / nearthurs@bpa.gov  
Contracting Officer – Vasia Polizos / 503-230-4956 / vpolizos@bpa.gov  
Contracting Officer's Representative – Rachel Kulak / 503-230-5091 / rakulak@bpa.gov

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1. This Master Contract is hereby issued as follows and consists of:
  - Signature Page
  - Cover Sheet Continuation
  - Unit 1 & 2: Clauses
  - Unit 3: Wage Determination
  - Unit 4.1: Statement of Work for BPA Headquarters
  - Unit 4.2: Statement of Work for Ross Complex, Eugene Starr Complex, and Munro
  - Unit 5: Annual Hour Requirement by Post
2. The base period of performance is February 1, 2014 through October 31, 2015 with an option to extend the performance period for one additional two-year period and one additional one-year period in accordance with Clause 28-1.2.
3. Please submit invoices and other required reports/deliverables marked with the Master Contract and Release number to the COTR at the e-mail address provided herein.
4. Administrative matters regarding the agreement shall be directed to: Bonneville Power Administration  
Rachel Kulak, NSSF-4  
503-230-5091 office  
503-230-4508 fax  
rakulak@bpa.gov

# TERMS & CONDITIONS

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# UNIT 1 — COMMERCIAL CLAUSES

## MASTER CONTRACT-BASIC TERMS (28-1.2) (JUL 13)(BPI 28.3.3.1)

- a) This is a Master Contract with Releases. Items 001-004, 008-011, 015-018, and 022 will be placed on a firm fixed price basis and items 005-007, 012-014, and 019-021 on a time and materials basis. This is a 21-month contract with options to extend for one additional two-year period and one additional one-year period. By signing the Master Contract cover page, BPA and the Contractor agree, subject to the attached terms and conditions, that Contractor shall sell to BPA the services identified herein at the prices set forth in the Schedule of Pricing.
- b) This Master Contract shall become effective upon receipt of the signed Master Contract and shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for BPA’s Convenience. BPA may extend the term of the base contract by exercising the pre-priced option, if any, by giving written notice to the Contractor.

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

In accordance with this contract, the contractor shall provide all Armed Security Guard Services, management, supervision, labor, training, material, supplies, fuel, and equipment described herein, and shall plan, schedule, coordinate, and assure effective performance. For Items 005, 006, 012, 013, 019, and 020, if additional hours are required, they will be acquired at the unit price specified for that line in the *Unit Price* column.

Item No.	Description	Unit	Base Period		
			Quantity	Unit Price	Extended Price
001	Phase-In Period for HQ, Ross, and Eugene Starr.	Month	1	\$107,961.48	\$107,961.48
002	Location: Headquarters Reference Unit 4.1, section B.12 for post requirements.	Month	20	\$97,753.15	\$1,955,063.00
003	Location: Ross Complex Reference Unit 4.2, section B.12 and B.16 for personnel/post requirements.	Month	20	\$150,747.53	\$3,014,950.60
004	Location: Eugene Starr Complex Reference Unit 4.2, section B.14 for post requirements.	Month	20	\$28,252.19	\$565,043.80
005	Additional Guard Services Location: Oregon Statewide	Hour	NTE 800	\$41.67	NTE \$33,336.00
006	Additional Guard Services Location: Washington Statewide	Hour	NTE 800	\$37.26	NTE \$29,808.00
007	Travel Costs incurred by Physical Security Specialist, to be reimbursed in accordance with the Federal Travel Regulations				NTE \$5,000
008	<b>Option Item</b> Location: Munro Control Center Reference Unit 4.2, section D.3 for post requirements.	Month	15	\$29,723.96	\$445,859.40

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<b>Option Period 1</b>		
			<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
009	Location: Headquarters Reference Unit 4.1, section B.12 for post requirements.	Month	24	\$97,029.55	\$2,328,709.20
010	Location: Ross Complex Reference Unit 4.2, section B.12 and B.16 for personnel/post requirements.	Month	24	\$149,648.78	\$3,591,570.72
011	Location: Eugene Starr Complex Reference Unit 4.2, section B.14 for post requirements.	Month	24	\$28,034.47	\$672,827.28
012	Additional Guard Services Location: Oregon Statewide	Hour	NTE 1000	\$41.57	NTE \$41,570.00
013	Additional Guard Services Location: Washington Statewide	Hour	NTE 1000	\$37.17	NTE \$37,170.00
014	Travel Costs incurred by Physical Security Specialist, to be reimbursed in accordance with the Federal Travel Regulations				NTE \$5,000
015	<b>Option Item</b> Location: Munro Control Center Reference Unit 4.2, section D.3 for post requirements.	Month	24	\$29,417.90	\$706,029.60

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<b>Option Period 2</b>		
			<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
016	Location: Headquarters Reference Unit 4.1, section B.12 for post requirements.	Month	12	\$97,029.55	\$1,164,354.60
017	Location: Ross Complex Reference Unit 4.2, section B.12 and B.16 for personnel/post requirements.	Month	12	\$149,648.78	\$1,795,785.36
018	Location: Eugene Starr Complex Reference Unit 4.2, section B.14 for post requirements.	Month	12	\$28,034.47	\$336,413.64
019	Additional Guard Services Location: Oregon Statewide	Hour	NTE 500	\$41.57	NTE \$20,785.00
020	Additional Guard Services Location: Washington Statewide	Hour	NTE 500	\$37.17	NTE \$18,585.00
021	Travel Costs incurred by Physical Security Specialist, to be reimbursed in accordance with the Federal Travel Regulations				NTE \$2,500
022	<b>Option Item</b> Location: Munro Control Center Reference Unit 4.2, section D.3 for post requirements.	Month	12	\$29,417.90	\$353,014.80

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

(a) The Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (1) Name and address of the Contractor;
- (2) Invoice date and number;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any discount for prompt payment offered;
- (7) Name and address of official to whom payment is to be sent;
- (8) Name, title, and phone number of person to notify in event of defective invoice; and
- (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (10) Electronic funds transfer (EFT) banking information.

(b) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT-FIRM FIXED PRICE (28-4.1)**  
**(JUL 13)(BPI 28.4.16.1.1)**

(a) Payment.

- (1) Items accepted. Payment shall be made for items accepted by BPA that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt Payment. BPA will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
- (3) Electronic Funds Transfer.

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

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

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

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

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

**PAYMENT- TIME AND MATERIALS/LABOR RATE (28-4.2)**  
**(JUL 13)(BPI 28.4.16.2.1)**

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

- (A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
- (B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
- (C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.
- (D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
- (E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
  - (1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
  - (2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
  - (3) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

- (A) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 1.8, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the—
  - (1) Quantities being acquired; and
  - (2) Any modifications necessary because of contract requirements.
- (B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, BPA will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor—
  - (1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or
  - (2) Makes these payments within 30 days of the submission of the Contractor's payment request to BPA and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (C) To the extent able, the Contractor shall—
  - (1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
  - (2) Give credit to BPA for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (D) *Other Costs.* Unless listed below, other direct and indirect costs will not be reimbursed.
  - (1) Other direct Costs. BPA will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: Travel.
  - (2) Indirect Costs (Material handling, Subcontract Administration, etc.). BPA will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \$0.

- (2) *Total cost.* It is estimated that the total cost to BPA for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to BPA for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to BPA for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, BPA has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (3) *Ceiling price.* BPA will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
- (i) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
  - (ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
    - (A) The original timecards (paper-based or electronic);
    - (B) The Contractor's timekeeping procedures;
    - (C) Contractor records that show the distribution of labor between jobs or contracts; and
    - (D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
  - (iii) For material and subcontract costs that are reimbursed on the basis of actual cost—
    - (A) Any invoices or subcontract agreements substantiating material costs; and
    - (B) Any documents supporting payment of those invoices.
- (5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. BPA within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that BPA has otherwise overpaid on an invoice payment, the Contractor shall—
- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
    - (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
    - (B) Affected contract number and delivery order number, if applicable;
    - (C) Affected contract line item or subline item, if applicable; and
    - (D) Contractor point of contact.

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

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of BPA against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment.* BPA will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT).*

(i) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for BPA to make payments through EFT. Receipt of payment information, including any changes, must be received by BPA 30 days prior to effective date of the change. BPA shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. BPA shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.

(ii) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.

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

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

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

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

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

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

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

#### **INSPECTION/ACCEPTANCE-TIME AND MATERIALS/LABOR RATE (28-5.2) (JUL 13)(BPI 28.4.2.1)**

- (a) BPA has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. BPA may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. BPA will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If BPA performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

- (c) Unless otherwise specified in the contract, BPA will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, BPA may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(1)(i), but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e)
  - (i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by BPA), BPA may:
    - (A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
    - (B) Terminate this contract for cause.
  - (ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(i) and (ii) above, BPA may at any time require the Contractor to remedy by correction or replacement, without cost to BPA, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
  - (i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
  - (ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace BPA-furnished property shall be governed by the clause relating to BPA property, if included in this contract.

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

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

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

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—

- (1) Cancel the stop work order; or
  - (2) Terminate the work covered by the order as provided in the Termination for BPA's Convenience clause of this contract.
- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
- (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of BPA, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

**FORCE MAJEURE/EXCUSABLE DELAY (28-8)  
(JUL 13)(BPI 28.4.6.1)**

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

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

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

**TERMINATION FOR CAUSE-TIME AND MATERIALS/LABOR RATE (28-9.2)  
(JUL 13)(BPI 28.4.4.1.1.1)**

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

**TERMINATION FOR BPA'S CONVENIENCE-FIRM FIXED PRICE (28-10.1)**  
**(JUL 13)(BPI 28.4.4.2.1)**

BPA reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting a percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of BPA using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give BPA any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

**TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)**  
**(JUL 13)(BPI 28.4.4.2.1)**

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

**WARRANTY (28-11)**  
**(JUL 13)(BPI 28.4.3.2.1)(BPI 17.3.7.1)(BPI 17.4.2.1)(BPI 17.2.10.1)**

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

**LIMITATION OF LIABILITY (28-12)**  
**(JUL 13)(BPI 28.4.11.1)**

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

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

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

**INDEMNIFICATION (28-14)**  
**(JUL 13)(BPI 28.4.7.1)**

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

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

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

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

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

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

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

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

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

**REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS (28-20)**  
**(AUG 13)(BPI 28.4.18.1)**

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

- (1) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
- (2) Contractor Policy to Ban Text Messaging While Driving (Clause 3-4)
- (3) Utilization of Supplier Diversity Program Categories (Clause 8-3)
- (4) Buy American-Supplies (Clause 9-3)
- (5) Restriction on Certain Foreign Purchases (Clause 9-8)
- (6) Non-Discrimination and Affirmative Action (Clause 10-1)
- (7) Notification of Employee Rights Under the NLRA (Clause 10-6), see attached text.
- (8) Employment Eligibility Verification (Clause 10-18)
- (9) Employment Reports on Veterans (Clause 10-20)
- (10) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (11) Requirements for US Flag Vessel (Clause 14-16)
- (12) Sustainability:
  - Ozone Depleting Substances (Clause 15-7)
  - Refrigeration Equipment (Clause 15-8)
  - Energy Efficiency in Energy Consuming Products (Clause 15-9)
  - Recovered Materials (Clause 15-10)
  - Bio-Based Materials (Clause 15-11)

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

- (1) Organizational Conflicts of Interest (Clause 3-2)

- (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
- (3) Contractor Policy to Ban Text Messaging While Driving (Clause 3-4)
- (4) Utilization of Supplier Diversity Program Categories (Clause 8-3)
- (5) Non-Discrimination and Affirmative Action (Clause 10-1)
- (6) Service Contract Act of 1965 (Clause 10-3), see attached text.
- (7) Notification of Employee Rights Under the NLRA (Clause 10-6); see attached text.
- (8) Employment Eligibility Verification (Clause 10-18)
- (9) Equal Opportunity for Veterans (Clause 10-19)
- (10) Employment Reports on Veterans (Clause 10-20)
- (11) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (12) Sustainability:
  - Ozone Depleting Substances (Clause 15-7)
  - Refrigeration Equipment (Clause 15-8)
  - Energy Efficiency in Energy Consuming Products (Clause 15-9)
  - Recovered Materials (Clause 15-10)
  - Bio-Based Materials (Clause 15-11)
- (13) Nondisplacement of Qualified Workers (Clause 23-5)

(c) Examination of Records.

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

(d) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the BPA contract for commercial items or services:

- (1) Paragraph (c) Examination of Record of this clause. This paragraph shall flow down to all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
- (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause:
  - (a) Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (Clause 8-3), if the subcontract offers further subcontracting opportunities.
  - (b) Nondiscrimination and Affirmative Action (Clause 10-1), including Equal Opportunity for Veterans and Affirmative Action for Workers with Disabilities requirements.
  - (c) Notification of Employee Rights under the National Labor Relations Act (Clause 10-6).
  - (d) Service Contract Act of 1965 (Clause 10-3).
  - (e) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items.
  - (f) Equal Opportunity for Veterans (Clause 10-19).
  - (g) Employment Reports on Veterans (Clause 10-20).
  - (h) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items.
  - (i) Nondisplacement of Qualified Workers (Clause 23-5).

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

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

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

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

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

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

## UNIT 2 — OTHER CLAUSES

### CONTRACTOR COMPLIANCE WITH BPA POLICIES (3-8) (OCT 13)(BPI 3.7.1.1)

- (a) The contractor shall comply with all BPA policies affecting the BPA workplace environment. Examples of specific policies are:
- (1) Harassment-free workplace (BPA Personnel Letter 752-03),
  - (2) Non-smoking workplace (BPAM 165),
  - (3) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on BPA Property or When in Duty Station (BPAM 400/792A),
  - (4) Firearms and other weapons (BPAM 1086),
  - (5) Standards of conduct regarding transmission information (BPI 3.2),
  - (6) Dissemination of Critical Information (BPA Security Standards Manual, Chapter 300-2),
  - (7) Cyber Security Program (BPAM 1115),
  - (8) Grid Operations Information Security Program (GOISSP) Policy Manual
  - (9) Business Use of BPA Technology Services (BPAM Chapter 1110),
  - (10) Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
  - (11) Guidance on Violence and Threatening Behavior in the Workplace (BPA Personnel Letter 752-2),
  - (12) Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
  - (13) Preservation of property (41 CFR § 102-74.380),
  - (14) Compliance with Signs and Directions (41 CFR § 102-74.385),
  - (15) Disturbances (41 CFR § 102-74.390),
  - (16) Gambling Prohibited (41 CFR § 102-74.395),
  - (17) Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
  - (18) Posting and Distributing Materials (41 CFR § 102-74.415)
  - (19) Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
  - (20) Dogs and Other Animals Prohibited (41 CFR § 102-74.425)
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

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

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

### PRIVACY 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.

**INDEFINITE-QUANTITY CONTRACT: ORDERING (7-5)M  
(JUL 13)(BPI 7.2.5.1.1)**

- (a) This is an indefinite-quantity contract. The Contractor shall furnish to BPA, when and if ordered, the services specified in the Schedule of Items. The quantities of services specified in the Schedule of Prices are estimates only and are not purchased by this contract. Delivery or performance shall be at locations designated in Releases.
- (b) Only Releases placed by the Contracting Officer are valid. Releases will be issued electronically as an unalterable, electronic read-only formatted document transmitted via email. 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 a release number and the contract number, and receives from the Contractor a countersigned copy of the Release.
- (c) Except for any limitations on quantities shown below, there is no limit on the number of Releases that may be issued.
  - (1) Minimum, Total Orders: 2 [BPA will order at least this quantity of services.]
- (d) Any Release 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 Release. The contract shall govern the Contractor's and BPA's rights and obligations with respect to that Release to the same extent as if the Release were completed during the contract's effective period.
- (e) All Releases are subject to the Terms and Conditions of this contract. In the event of conflict between a Release and this contract, the contract shall control.

**LIQUIDATED DAMAGES -- SMALL BUSINESS SUBCONTRACTING PLAN (8-5)  
(MAY 11)(BPI 8.3.4)**

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

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

**EMPLOYMENT PRACTICES (10-2)**  
**(MAR 10)(BPI 10.4.4)**

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

**SERVICE CONTRACT ACT OF 1965 (10-3)**  
**(JUL 13)(BPI 10.4.4)**

(a) Definitions. As used in this clause-

"Act" means the Service Contract Act of 1965 (41 U.S.C. 6701-6707, et seq.).

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

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

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

(c) Compensation.

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

(2)

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

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or

render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) Establishing rates.

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

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

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

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.

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

- (C) Daily and weekly hours worked by each employee; and
- (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

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

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

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

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the 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.

(l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.

(m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the 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, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

(n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a 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.

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

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

**LABOR STANDARDS -- PRICE ADJUSTMENT (10-4)  
(OCT 93)(BPI 10.4.4)**

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

**WAGE DETERMINATION (10-5)  
(MAR 10)(BPI 10.4.4)**

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

Decision Number: 05-2441  
Last Modifications Number: 13

Date: 06/19/2013  
Date: 06/19/2013

Decision Number: 05-2565  
Last Modifications Number: 13

Date: 06/19/2013  
Date: 06/19/2013

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)  
(JUL 13) (BPI 10.3.1)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (1) or (2) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for non compliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)  
(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.

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

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

**HOMELAND SECURITY (14-17)  
(DEC 12)(BPI 14.18.3)**

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

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

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

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

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

**SAFETY AND HEALTH – NON-ELECTRICAL CONTRACTOR(S) (15-55)  
(MAR 11)(BPI 15.2.1)**

(a) General

- (1) The Contractor shall assure that no person employed on this contract works in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety. In fulfilling these requirements, the Contractor shall comply with:

- (A) Department of Labor Safety and Health Standards for Construction under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.).

- (B) Occupational Safety and Health Act of 1970, (Public Law 91-598) and applicable rules and regulations as may have been delegated to the States.
- (C) All Federal and state safety and health rules and regulations applicable to the contract work, as supplemented by BPA safety and health requirements stated below or elsewhere in the contract.
- (2) If there are conflicts between any of the requirements referenced in this contract, the more stringent requirement will prevail.
- (3) If the Contractor fails or refuses to promptly comply with any safety or health requirement, the Contracting Officer's Technical Representative (COTR) may notify the Contractor of any noncompliance and the Contractor shall take immediate corrective action. Such notice, whether oral or written, when served on the Contractor or any of its employees at the site of the work shall be deemed sufficient. If the Contractor fails or refuses to promptly correct the condition, the COTR may stop all or any portion of the work. When satisfactory corrective action has been taken, the Contractor shall request permission to resume work from the COTR. When all work on a contract has been suspended for a Safety and Health violation, accident, or incident by the Contracting Officer (CO), the Contractor shall meet with representatives of BPA's Contracting Office, and the BPA Safety Office to present a written statement outlining specific changes in work procedures that the contractor will make in order for work to safely resume. BPA must be satisfied that the Contractor is capable of completing the contract in a safe manner before allowing work to resume. No time extension or additional costs, resulting from the directive to stop work shall be allowed. Failure of the COTR to provide notice of noncompliance or to stop work shall not relieve the Contractor of its responsibility for the safe performance of the work.
- (4) The Contractor shall maintain an accurate record of, and shall immediately report to the COTR 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. The Contractor shall complete and file with the COTR, BPA form 6410.15e (Contractor's Report of Personal Injury, Illness, or Property Damage Accident) within five (5) working days of such an occurrence. In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete and file with the COTR, BPA Form 6410.18e (Contractors Report of Incident/Near Miss) within five (5) working days of such an occurrence.
- (5) In case of an injury, the Contractor shall have 30 days to make full restitution or settlement. If the Contractor fails to make full restitution or settlement within 30 days, BPA may:
- (A) Make, or cause to be made, the required remedial action or cash settlement to the person or persons who have been injured, and
- (B) Charge to the Contractor's account an equitable amount, not to exceed \$2,500, for any injury claim. More than one such payment, and charge, can be assessed if more than one injury has occurred.
- (6) 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)
- (7) 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.
- (8) 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.
- (9) 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.

(b) Personal Protective Equipment

- (1) The Contractor shall furnish non-conductive hard hats and all other required safety and personal protective equipment, except that which has been specified to be furnished by BPA. All persons on all construction projects shall wear non- conductive hard hats meeting the requirements of OSHA/ANSI. Contract employees shall not wear yellow non- conductive hard hats. (A yellow hat signifies a qualified BPA electrical worker.) Only a BPA approved safety watcher may wear orange non-conductive hard hats.
- (2) Appropriate footwear that provides adequate support and protection to the foot, toes and ankles for the work being performed shall be worn. Lace-up, over the ankle boots with rigid sole and heel meeting ASTM F 2413-05, Class 75 with EH rating shall be worn in all work areas where hard hats are required and other areas as determined by a supervisor. Supervisors have the responsibility for assuring that appropriate footwear is worn. Employees have the responsibility to wear appropriate footwear for the job.
- (3) While BPA's minimum qualifications for protective footwear are identified above, specialized footwear, in accordance with standard industry practice and appropriate for the work being performed, shall be worn at all times while executing the work tasks requiring specialized Personal Protective Equipment (PPE). Supervisors and employees have the responsibility of ensuring appropriate footwear is worn.

(c) 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. At no time will any Contractor employee or equipment come closer to energized lines or equipment than the Minimum Approach Distances (MAD) in Table 1.
- (2) The Contractor shall, as directed by the COTR or BPA's 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 BPA's 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) Contractor employees shall not cross red and white or yellow and black ropes. These are used by BPA to designate electrical hazards.
- (4) Contractors using station service to power portable electric tools in energized yards must use grounding boxes (BPA "eartha-kits") to minimize step and touch hazards. Station service may not be used for temporary power off the ground mat. As an alternative, Contractors may use generators for portable power.
- (5) Conductive Devices
  - (A) Portable metal ladders are not permitted in energized substations.
  - (B) Conductive objects such as metal tapes, surveyor chains, fish tapes, and center line may be used in energized yards only when specifically approved by the BPA Safety Watcher and restrained by adequate methods, to prevent electrical contact in the event of slippage or breakage at any point.

- (6) All Contractor employees entering BPA substations must obtain Contractor Electrical Worker or Contractor Non-Electrical Worker permits (as applicable), or be escorted by a qualified BPA employee at all times.

**INSURANCE (16-2)**  
**(DEC 12)(BPI 16.3.3)**

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

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The certificate shall also identify the contract number(s) for which coverage is provided, and shall contain a statement that the insurer will endeavor to give notice of cancellation or any material change to the certificate holder at least 30 days before the effective date.

- (b) Throughout the period of the contract the Contractor shall deliver a new certificate of insurance to the Contracting Officer within 10 business days of existing policy expiration, changes, and/or changes in insurance providers. If the Contractor's insurance does not cover the subcontractors involved in the work, the Contractor shall provide the Contracting Officer with certificates of insurance stating that the required insurance has been obtained by the subcontractors.
- (c) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.
- (d) The following minimum kinds and amounts of insurance are applicable in the performance of the work under this contract. All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.
- (1) **Workers' compensation and employer's liability.** Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. Employer's liability coverage of at least \$1,000,000 shall be required. BPA may require Contractors who are individuals (whether incorporated or not) to carry workers' compensation to protect agency interests. The Contracting Officer shall advise the Contractor regarding specific requirements.
- (2) **Commercial General liability.** The contractor shall provide commercial general liability insurance (CGL) of at least \$1,000,000 per occurrence. Any policy aggregate limits which apply shall be modified to apply to each location and project. The policy shall name BPA, its officials, officers, employees and agents, as additional insureds with respect to the contractor's performance of services under the contract. The contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of BPA. The Contractor's CGL policy shall be issued on an occurrence basis.
- (3) **Automobile liability.** The contractor shall provide automobile liability insurance covering the operation of all automobiles used in performing the contract. Policies shall provide limits of at least \$1,000,000 per accident and include coverage for all owned, non-owned and hired automobiles.

**INFORMATION ASSURANCE (17-20)**  
**(OCT 11)(BPI 17.6.1.4.1)**

- (a) In performance of this contract, the contractor shall protect all data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and BPA's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of these information or systems.

- (b) The contractor shall maintain an information security and/or data security plan or program consistent with industry standards such as National Institute of Standards and Technology (NIST), as required by the E-Government Act (Public Law 107-347) of 2002, Title III Federal Information Security Management Act (FISMA).
- (c) The BPA Chief Information Officer (CIO), or representatives, shall have the right to examine, audit, and reproduce any of the contractor's pertinent information security and/or data security plan or program.
- (d) The contractor shall adhere to any additional information security requirements identified in the statement of work.
- (e) The contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by BPA.

**BPA-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)  
(DEC 12)(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. All contractors shall use government furnished and contractor acquired property for official business use only.
- (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. For the disposal of electronic property, the Contractor is required to follow all Federal, State, and local laws and regulations. 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.

**CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)  
(DEC 10)(BPI 22.5.6)**

- (a) Contractor is associated with BPA only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the BPA shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the BPA.

**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.

Contract Manager: Nicholas Jones

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

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

- (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) BPA personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at BPA. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide BPA with information to determine an individual's initial eligibility or continued eligibility for access to BPA facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting BPA property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire for Non Sensitive Positions and submit it to BPA for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.
- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to BPA facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of BPA property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
- (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
  - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
  - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
  - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, BPA shall notify the contractor, who will then inform the individual of the determination and the reasons therefore. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COTR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of BPA's information resources must participate annually in a BPA-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any BPA-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COTR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to BPA facilities and/ or computer systems.

**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.

# UNIT 3 — WAGE DETERMINATION

WD 05-2441 (Rev.-13) was first posted on www.wdol.gov on 06/25/2013

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Diane C. Koplewski                      Division of  
Director                                      Wage Determinations

Wage Determination No.: 2005-2441  
Revision No.: 13  
Date Of Revision: 06/19/2013

States: Oregon, Washington

Area: Oregon Counties of Clackamas, Clatsop, Columbia, Gilliam, Hood River,  
Marion, Multnomah, Polk, Sherman, Tillamook, Wasco, Washington, Yamhill  
Washington Counties of Clark, Cowlitz, Klickitat, Pacific, Skamania, Wahkiakum

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.89
01012 - Accounting Clerk II		15.62
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		21.67
01040 - Court Reporter		19.88
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		19.88
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		12.67
01112 - General Clerk II		13.82
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		14.12
01191 - Order Clerk I		13.02
01192 - Order Clerk II		15.03
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		20.55
01280 - Receptionist		14.41
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32
01313 - Secretary III		20.42
01320 - Service Order Dispatcher		17.40
01410 - Supply Technician		22.62
01420 - Survey Worker		19.88
01531 - Travel Clerk I		13.44
01532 - Travel Clerk II		16.64
01533 - Travel Clerk III		15.76
01611 - Word Processor I		14.12
01612 - Word Processor II		15.86
01613 - Word Processor III		19.59
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		19.95
05010 - Automotive Electrician		19.85
05040 - Automotive Glass Installer		18.97
05070 - Automotive Worker		18.97
05110 - Mobile Equipment Servicer		17.05
05130 - Motor Equipment Metal Mechanic		19.95
05160 - Motor Equipment Metal Worker		18.97

05190 - Motor Vehicle Mechanic	19.95
05220 - Motor Vehicle Mechanic Helper	16.04
05250 - Motor Vehicle Upholstery Worker	18.04
05280 - Motor Vehicle Wrecker	18.97
05310 - Painter, Automotive	19.85
05340 - Radiator Repair Specialist	18.97
05370 - Tire Repairer	13.76
05400 - Transmission Repair Specialist	19.95
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.61
07041 - Cook I	12.86
07042 - Cook II	14.31
07070 - Dishwasher	9.16
07130 - Food Service Worker	10.57
07210 - Meat Cutter	16.19
07260 - Waiter/Waitress	10.50
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.58
09040 - Furniture Handler	11.96
09080 - Furniture Refinisher	16.85
09090 - Furniture Refinisher Helper	13.62
09110 - Furniture Repairer, Minor	15.32
09130 - Upholsterer	16.58
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.61
11060 - Elevator Operator	11.77
11090 - Gardener	15.07
11122 - Housekeeping Aide	12.06
11150 - Janitor	12.06
11210 - Laborer, Grounds Maintenance	11.96
11240 - Maid or Houseman	11.47
11260 - Pruner	10.96
11270 - Tractor Operator	14.58
11330 - Trail Maintenance Worker	11.96
11360 - Window Cleaner	13.16
12000 - Health Occupations	
12010 - Ambulance Driver	19.04
12011 - Breath Alcohol Technician	19.04
12012 - Certified Occupational Therapist Assistant	22.53
12015 - Certified Physical Therapist Assistant	21.98
12020 - Dental Assistant	17.72
12025 - Dental Hygienist	36.69
12030 - EKG Technician	29.65
12035 - Electroneurodiagnostic Technologist	29.65
12040 - Emergency Medical Technician	19.04
12071 - Licensed Practical Nurse I	18.73
12072 - Licensed Practical Nurse II	20.94
12073 - Licensed Practical Nurse III	23.38
12100 - Medical Assistant	15.18
12130 - Medical Laboratory Technician	18.73
12160 - Medical Record Clerk	14.32
12190 - Medical Record Technician	16.02
12195 - Medical Transcriptionist	18.16
12210 - Nuclear Medicine Technologist	38.09
12221 - Nursing Assistant I	9.41
12222 - Nursing Assistant II	10.57
12223 - Nursing Assistant III	11.53
12224 - Nursing Assistant IV	12.95
12235 - Optical Dispenser	17.51
12236 - Optical Technician	15.09
12250 - Pharmacy Technician	15.54
12280 - Phlebotomist	12.95
12305 - Radiologic Technologist	30.05
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52

12317 - Scheduler (Drug and Alcohol Testing)	24.30
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.00
13012 - Exhibits Specialist II	24.77
13013 - Exhibits Specialist III	28.66
13041 - Illustrator I	18.35
13042 - Illustrator II	22.74
13043 - Illustrator III	27.81
13047 - Librarian	26.14
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	23.60
13058 - Library Technician	15.52
13061 - Media Specialist I	17.04
13062 - Media Specialist II	19.06
13063 - Media Specialist III	21.24
13071 - Photographer I	15.13
13072 - Photographer II	16.92
13073 - Photographer III	20.96
13074 - Photographer IV	25.64
13075 - Photographer V	31.02
13110 - Video Teleconference Technician	17.33
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 20.15
14072 - Computer Programmer II	(see 1) 24.95
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.61
14160 - Personal Computer Support Technician	23.01
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.55
15020 - Aircrew Training Devices Instructor (Rated)	34.31
15030 - Air Crew Training Devices Instructor (Pilot)	41.12
15050 - Computer Based Training Specialist / Instructor	28.55
15060 - Educational Technologist	31.63
15070 - Flight Instructor (Pilot)	41.12
15080 - Graphic Artist	20.77
15090 - Technical Instructor	20.39
15095 - Technical Instructor/Course Developer	24.95
15110 - Test Proctor	17.79
15120 - Tutor	17.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.87
16030 - Counter Attendant	9.87
16040 - Dry Cleaner	12.40
16070 - Finisher, Flatwork, Machine	9.87
16090 - Presser, Hand	9.87
16110 - Presser, Machine, Drycleaning	9.87
16130 - Presser, Machine, Shirts	9.87
16160 - Presser, Machine, Wearing Apparel, Laundry	9.87
16190 - Sewing Machine Operator	13.20
16220 - Tailor	13.99
16250 - Washer, Machine	10.70
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.45
19040 - Tool And Die Maker	24.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.89
21030 - Material Coordinator	19.68
21040 - Material Expediter	19.68
21050 - Material Handling Laborer	13.22

21071 - Order Filler	13.60
21080 - Production Line Worker (Food Processing)	14.89
21110 - Shipping Packer	14.37
21130 - Shipping/Receiving Clerk	14.37
21140 - Store Worker I	12.70
21150 - Stock Clerk	16.70
21210 - Tools And Parts Attendant	14.89
21410 - Warehouse Specialist	14.89
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.81
23021 - Aircraft Mechanic I	24.48
23022 - Aircraft Mechanic II	25.81
23023 - Aircraft Mechanic III	27.13
23040 - Aircraft Mechanic Helper	19.37
23050 - Aircraft, Painter	22.61
23060 - Aircraft Servicer	22.12
23080 - Aircraft Worker	23.27
23110 - Appliance Mechanic	17.48
23120 - Bicycle Repairer	13.76
23125 - Cable Splicer	31.58
23130 - Carpenter, Maintenance	20.28
23140 - Carpet Layer	20.85
23160 - Electrician, Maintenance	29.99
23181 - Electronics Technician Maintenance I	21.48
23182 - Electronics Technician Maintenance II	24.43
23183 - Electronics Technician Maintenance III	25.80
23260 - Fabric Worker	20.54
23290 - Fire Alarm System Mechanic	23.07
23310 - Fire Extinguisher Repairer	19.63
23311 - Fuel Distribution System Mechanic	24.72
23312 - Fuel Distribution System Operator	19.39
23370 - General Maintenance Worker	19.18
23380 - Ground Support Equipment Mechanic	24.48
23381 - Ground Support Equipment Servicer	22.12
23382 - Ground Support Equipment Worker	23.27
23391 - Gunsmith I	19.63
23392 - Gunsmith II	22.34
23393 - Gunsmith III	25.03
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.29
23411 - Heating, Ventilation And Air Contditiiong Mechanic (Research Facility)	22.45
23430 - Heavy Equipment Mechanic	21.84
23440 - Heavy Equipment Operator	23.49
23460 - Instrument Mechanic	27.58
23465 - Laboratory/Shelter Mechanic	23.70
23470 - Laborer	12.87
23510 - Locksmith	18.24
23530 - Machinery Maintenance Mechanic	22.99
23550 - Machinist, Maintenance	25.12
23580 - Maintenance Trades Helper	14.74
23591 - Metrology Technician I	27.58
23592 - Metrology Technician II	29.06
23593 - Metrology Technician III	30.56
23640 - Millwright	28.28
23710 - Office Appliance Repairer	20.53
23760 - Painter, Maintenance	18.24
23790 - Pipefitter, Maintenance	30.95
23810 - Plumber, Maintenance	27.63
23820 - Pneudraulic Systems Mechanic	25.03
23850 - Rigger	24.74
23870 - Scale Mechanic	22.34
23890 - Sheet-Metal Worker, Maintenance	24.40
23910 - Small Engine Mechanic	16.36
23931 - Telecommunications Mechanic I	25.97
23932 - Telecommunications Mechanic II	27.38
23950 - Telephone Lineman	24.08
23960 - Welder, Combination, Maintenance	21.08
23965 - Well Driller	23.01

23970 - Woodcraft Worker	26.15
23980 - Woodworker	14.60
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.95
24580 - Child Care Center Clerk	14.34
24610 - Chore Aide	10.83
24620 - Family Readiness And Support Services Coordinator	14.01
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.09
25040 - Sewage Plant Operator	22.21
25070 - Stationary Engineer	26.09
25190 - Ventilation Equipment Tender	19.07
25210 - Water Treatment Plant Operator	22.21
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.30
27007 - Baggage Inspector	12.19
27008 - Corrections Officer	23.68
27010 - Court Security Officer	25.47
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	23.68
27070 - Firefighter	26.29
27101 - Guard I	12.19
27102 - Guard II	16.79
27131 - Police Officer I	27.63
27132 - Police Officer II	30.70
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.83
28042 - Carnival Equipment Repairer	12.56
28043 - Carnival Equipment Worker	9.64
28210 - Gate Attendant/Gate Tender	16.16
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	18.07
28510 - Recreation Aide/Health Facility Attendant	12.93
28515 - Recreation Specialist	19.28
28630 - Sports Official	14.40
28690 - Swimming Pool Operator	19.18
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.47
29020 - Hatch Tender	23.47
29030 - Line Handler	23.47
29041 - Stevedore I	22.04
29042 - Stevedore II	24.90
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.72
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.00
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.63
30021 - Archeological Technician I	16.73
30022 - Archeological Technician II	18.72
30023 - Archeological Technician III	23.18
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	25.26
30061 - Drafter/CAD Operator I	16.73
30062 - Drafter/CAD Operator II	18.72
30063 - Drafter/CAD Operator III	20.86
30064 - Drafter/CAD Operator IV	25.68
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	22.18
30210 - Laboratory Technician	19.18
30240 - Mathematical Technician	22.35
30361 - Paralegal/Legal Assistant I	17.68
30362 - Paralegal/Legal Assistant II	22.18
30363 - Paralegal/Legal Assistant III	27.13

30364 - Paralegal/Legal Assistant IV	32.84
30390 - Photo-Optics Technician	23.18
30461 - Technical Writer I	21.89
30462 - Technical Writer II	27.71
30463 - Technical Writer III	32.40
30491 - Unexploded Ordnance (UXO) Technician I	23.97
30492 - Unexploded Ordnance (UXO) Technician II	29.00
30493 - Unexploded Ordnance (UXO) Technician III	34.76
30494 - Unexploded (UXO) Safety Escort	23.97
30495 - Unexploded (UXO) Sweep Personnel	23.97
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.86
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.68
31030 - Bus Driver	17.89
31043 - Driver Courier	14.29
31260 - Parking and Lot Attendant	10.48
31290 - Shuttle Bus Driver	15.36
31310 - Taxi Driver	11.15
31361 - Truckdriver, Light	15.29
31362 - Truckdriver, Medium	18.77
31363 - Truckdriver, Heavy	20.76
31364 - Truckdriver, Tractor-Trailer	20.76
99000 - Miscellaneous Occupations	
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99251 - Laboratory Animal Caretaker I	11.19
99252 - Laboratory Animal Caretaker II	12.01
99310 - Mortician	27.05
99410 - Pest Controller	15.69
99510 - Photofinishing Worker	14.81
99710 - Recycling Laborer	19.39
99711 - Recycling Specialist	22.73
99730 - Refuse Collector	17.66
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	13.99
99830 - Survey Party Chief	26.05
99831 - Surveying Aide	15.36
99832 - Surveying Technician	21.04
99840 - Vending Machine Attendant	16.64
99841 - Vending Machine Repairer	19.64
99842 - Vending Machine Repairer Helper	16.94

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate

not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

\*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the

following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and 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), be classified by the contractor 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 classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Diane C. Koplewski                      Division of  
Director                                      Wage Determinations

Wage Determination No.: 2005-2565  
Revision No.: 13  
Date Of Revision: 06/19/2013

State: Washington

Area: Washington Counties of Adams, Asotin, Chelan, Columbia, Douglas, Ferry, Garfield, Grant, Kittitas, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens, Whitman

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.39
01012 - Accounting Clerk II		16.16
01013 - Accounting Clerk III		18.07
01020 - Administrative Assistant		21.14
01040 - Court Reporter		17.53
01051 - Data Entry Operator I		12.27
01052 - Data Entry Operator II		13.85
01060 - Dispatcher, Motor Vehicle		16.07
01070 - Document Preparation Clerk		13.58
01090 - Duplicating Machine Operator		13.59
01111 - General Clerk I		11.77
01112 - General Clerk II		12.84
01113 - General Clerk III		14.41
01120 - Housing Referral Assistant		19.56
01141 - Messenger Courier		11.94
01191 - Order Clerk I		12.85
01192 - Order Clerk II		14.02
01261 - Personnel Assistant (Employment) I		16.71
01262 - Personnel Assistant (Employment) II		18.69
01263 - Personnel Assistant (Employment) III		20.84
01270 - Production Control Clerk		19.49
01280 - Receptionist		11.85
01290 - Rental Clerk		11.97
01300 - Scheduler, Maintenance		15.68
01311 - Secretary I		15.68
01312 - Secretary II		17.53
01313 - Secretary III		19.56
01320 - Service Order Dispatcher		17.27
01410 - Supply Technician		21.14
01420 - Survey Worker		11.69
01531 - Travel Clerk I		12.69
01532 - Travel Clerk II		13.52
01533 - Travel Clerk III		14.47
01611 - Word Processor I		13.69
01612 - Word Processor II		15.37
01613 - Word Processor III		17.17
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		23.28
05010 - Automotive Electrician		19.82
05040 - Automotive Glass Installer		18.24
05070 - Automotive Worker		18.24
05110 - Mobile Equipment Servicer		17.25
05130 - Motor Equipment Metal Mechanic		19.82
05160 - Motor Equipment Metal Worker		18.24
05190 - Motor Vehicle Mechanic		19.94
05220 - Motor Vehicle Mechanic Helper		15.68
05250 - Motor Vehicle Upholstery Worker		17.25

05280 - Motor Vehicle Wrecker	18.24
05310 - Painter, Automotive	19.03
05340 - Radiator Repair Specialist	18.24
05370 - Tire Repairer	13.22
05400 - Transmission Repair Specialist	19.82
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.12
07041 - Cook I	12.04
07042 - Cook II	13.48
07070 - Dishwasher	10.20
07130 - Food Service Worker	10.20
07210 - Meat Cutter	18.06
07260 - Waiter/Waitress	12.68
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.39
09040 - Furniture Handler	13.14
09080 - Furniture Refinisher	17.39
09090 - Furniture Refinisher Helper	14.32
09110 - Furniture Repairer, Minor	15.76
09130 - Upholsterer	17.39
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.63
11060 - Elevator Operator	10.63
11090 - Gardener	13.37
11122 - Housekeeping Aide	10.81
11150 - Janitor	12.25
11210 - Laborer, Grounds Maintenance	12.51
11240 - Maid or Houseman	9.83
11260 - Pruner	11.87
11270 - Tractor Operator	13.48
11330 - Trail Maintenance Worker	12.51
11360 - Window Cleaner	12.83
12000 - Health Occupations	
12010 - Ambulance Driver	17.80
12011 - Breath Alcohol Technician	18.18
12012 - Certified Occupational Therapist Assistant	21.83
12015 - Certified Physical Therapist Assistant	21.29
12020 - Dental Assistant	19.25
12025 - Dental Hygienist	36.32
12030 - EKG Technician	25.44
12035 - Electroneurodiagnostic Technologist	25.44
12040 - Emergency Medical Technician	17.80
12071 - Licensed Practical Nurse I	16.19
12072 - Licensed Practical Nurse II	18.18
12073 - Licensed Practical Nurse III	20.34
12100 - Medical Assistant	13.97
12130 - Medical Laboratory Technician	18.69
12160 - Medical Record Clerk	12.97
12190 - Medical Record Technician	14.50
12195 - Medical Transcriptionist	15.49
12210 - Nuclear Medicine Technologist	40.08
12221 - Nursing Assistant I	9.62
12222 - Nursing Assistant II	10.81
12223 - Nursing Assistant III	11.80
12224 - Nursing Assistant IV	13.25
12235 - Optical Dispenser	17.21
12236 - Optical Technician	15.03
12250 - Pharmacy Technician	15.99
12280 - Phlebotomist	13.25
12305 - Radiologic Technologist	25.10
12311 - Registered Nurse I	23.90
12312 - Registered Nurse II	29.21
12313 - Registered Nurse II, Specialist	29.21
12314 - Registered Nurse III	35.35
12315 - Registered Nurse III, Anesthetist	35.35
12316 - Registered Nurse IV	42.35
12317 - Scheduler (Drug and Alcohol Testing)	20.83
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.25

13012	- Exhibits Specialist II		23.86
13013	- Exhibits Specialist III		29.18
13041	- Illustrator I		19.25
13042	- Illustrator II		23.85
13043	- Illustrator III		29.18
13047	- Librarian		26.41
13050	- Library Aide/Clerk		11.83
13054	- Library Information Technology Systems Administrator		23.86
13058	- Library Technician		15.90
13061	- Media Specialist I		17.57
13062	- Media Specialist II		19.65
13063	- Media Specialist III		21.91
13071	- Photographer I		15.82
13072	- Photographer II		17.70
13073	- Photographer III		21.88
13074	- Photographer IV		26.77
13075	- Photographer V		30.59
13110	- Video Teleconference Technician		15.74
14000	- Information Technology Occupations		
14041	- Computer Operator I		17.06
14042	- Computer Operator II		19.08
14043	- Computer Operator III		21.54
14044	- Computer Operator IV		23.91
14045	- Computer Operator V		26.50
14071	- Computer Programmer I	(see 1)	22.26
14072	- Computer Programmer II	(see 1)	27.58
14073	- Computer Programmer III	(see 1)	
14074	- Computer Programmer IV	(see 1)	
14101	- Computer Systems Analyst I	(see 1)	
14102	- Computer Systems Analyst II	(see 1)	
14103	- Computer Systems Analyst III	(see 1)	
14150	- Peripheral Equipment Operator		17.06
14160	- Personal Computer Support Technician		27.57
15000	- Instructional Occupations		
15010	- Aircrew Training Devices Instructor (Non-Rated)		28.40
15020	- Aircrew Training Devices Instructor (Rated)		34.36
15030	- Air Crew Training Devices Instructor (Pilot)		37.80
15050	- Computer Based Training Specialist / Instructor		28.40
15060	- Educational Technologist		30.38
15070	- Flight Instructor (Pilot)		37.80
15080	- Graphic Artist		22.86
15090	- Technical Instructor		19.78
15095	- Technical Instructor/Course Developer		24.20
15110	- Test Proctor		16.26
15120	- Tutor		16.26
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010	- Assembler		9.69
16030	- Counter Attendant		9.69
16040	- Dry Cleaner		11.60
16070	- Finisher, Flatwork, Machine		9.69
16090	- Presser, Hand		9.69
16110	- Presser, Machine, Drycleaning		9.69
16130	- Presser, Machine, Shirts		9.69
16160	- Presser, Machine, Wearing Apparel, Laundry		9.69
16190	- Sewing Machine Operator		12.29
16220	- Tailor		12.99
16250	- Washer, Machine		10.19
19000	- Machine Tool Operation And Repair Occupations		
19010	- Machine-Tool Operator (Tool Room)		17.67
19040	- Tool And Die Maker		21.74
21000	- Materials Handling And Packing Occupations		
21020	- Forklift Operator		15.65
21030	- Material Coordinator		19.49
21040	- Material Expediter		19.49
21050	- Material Handling Laborer		12.49
21071	- Order Filler		14.11
21080	- Production Line Worker (Food Processing)		15.65
21110	- Shipping Packer		13.97

21130 - Shipping/Receiving Clerk	13.62
21140 - Store Worker I	12.38
21150 - Stock Clerk	15.87
21210 - Tools And Parts Attendant	15.65
21410 - Warehouse Specialist	15.65
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.83
23021 - Aircraft Mechanic I	23.66
23022 - Aircraft Mechanic II	24.83
23023 - Aircraft Mechanic III	26.08
23040 - Aircraft Mechanic Helper	18.43
23050 - Aircraft, Painter	21.21
23060 - Aircraft Servicer	20.58
23080 - Aircraft Worker	21.77
23110 - Appliance Mechanic	19.38
23120 - Bicycle Repairer	14.53
23125 - Cable Splicer	26.53
23130 - Carpenter, Maintenance	20.53
23140 - Carpet Layer	19.17
23160 - Electrician, Maintenance	21.33
23181 - Electronics Technician Maintenance I	23.57
23182 - Electronics Technician Maintenance II	24.91
23183 - Electronics Technician Maintenance III	26.24
23260 - Fabric Worker	18.40
23290 - Fire Alarm System Mechanic	19.24
23310 - Fire Extinguisher Repairer	17.29
23311 - Fuel Distribution System Mechanic	20.42
23312 - Fuel Distribution System Operator	17.29
23370 - General Maintenance Worker	17.69
23380 - Ground Support Equipment Mechanic	23.66
23381 - Ground Support Equipment Servicer	20.58
23382 - Ground Support Equipment Worker	21.77
23391 - Gunsmith I	17.29
23392 - Gunsmith II	19.50
23393 - Gunsmith III	21.71
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.70
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.76
23430 - Heavy Equipment Mechanic	21.47
23440 - Heavy Equipment Operator	23.64
23460 - Instrument Mechanic	21.71
23465 - Laboratory/Shelter Mechanic	20.80
23470 - Laborer	12.49
23510 - Locksmith	20.80
23530 - Machinery Maintenance Mechanic	21.23
23550 - Machinist, Maintenance	17.88
23580 - Maintenance Trades Helper	14.32
23591 - Metrology Technician I	21.71
23592 - Metrology Technician II	22.91
23593 - Metrology Technician III	23.93
23640 - Millwright	23.41
23710 - Office Appliance Repairer	20.66
23760 - Painter, Maintenance	17.60
23790 - Pipefitter, Maintenance	26.03
23810 - Plumber, Maintenance	23.76
23820 - Pneudraulic Systems Mechanic	21.71
23850 - Rigger	21.71
23870 - Scale Mechanic	19.50
23890 - Sheet-Metal Worker, Maintenance	20.42
23910 - Small Engine Mechanic	15.83
23931 - Telecommunications Mechanic I	26.54
23932 - Telecommunications Mechanic II	27.60
23950 - Telephone Lineman	21.13
23960 - Welder, Combination, Maintenance	16.77
23965 - Well Driller	19.94
23970 - Woodcraft Worker	21.71
23980 - Woodworker	16.61
24000 - Personal Needs Occupations	

24570 - Child Care Attendant	9.66
24580 - Child Care Center Clerk	13.06
24610 - Chore Aide	10.34
24620 - Family Readiness And Support Services Coordinator	13.01
24630 - Homemaker	16.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.57
25040 - Sewage Plant Operator	20.56
25070 - Stationary Engineer	24.57
25190 - Ventilation Equipment Tender	17.64
25210 - Water Treatment Plant Operator	20.56
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.69
27007 - Baggage Inspector	12.22
27008 - Corrections Officer	24.11
27010 - Court Security Officer	25.50
27030 - Detection Dog Handler	17.58
27040 - Detention Officer	24.11
27070 - Firefighter	22.01
27101 - Guard I	12.22
27102 - Guard II	15.98
27131 - Police Officer I	28.39
27132 - Police Officer II	31.53
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.85
28042 - Carnival Equipment Repairer	11.41
28043 - Carnival Equipment Worker	10.13
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.43
28515 - Recreation Specialist	16.61
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	15.35
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.66
29020 - Hatch Tender	20.66
29030 - Line Handler	20.47
29041 - Stevedore I	19.35
29042 - Stevedore II	22.01
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	16.81
30022 - Archeological Technician II	18.80
30023 - Archeological Technician III	23.29
30030 - Cartographic Technician	23.29
30040 - Civil Engineering Technician	23.02
30061 - Drafter/CAD Operator I	16.81
30062 - Drafter/CAD Operator II	18.80
30063 - Drafter/CAD Operator III	20.97
30064 - Drafter/CAD Operator IV	25.80
30081 - Engineering Technician I	15.16
30082 - Engineering Technician II	16.93
30083 - Engineering Technician III	19.01
30084 - Engineering Technician IV	23.58
30085 - Engineering Technician V	28.75
30086 - Engineering Technician VI	34.90
30090 - Environmental Technician	23.22
30210 - Laboratory Technician	20.54
30240 - Mathematical Technician	23.29
30361 - Paralegal/Legal Assistant I	19.64
30362 - Paralegal/Legal Assistant II	24.33
30363 - Paralegal/Legal Assistant III	29.77
30364 - Paralegal/Legal Assistant IV	36.02
30390 - Photo-Optics Technician	23.29
30461 - Technical Writer I	20.72

30462 - Technical Writer II	27.13
30463 - Technical Writer III	32.83
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.97
30621 - Weather Observer, Senior	(see 2) 23.29
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.83
31030 - Bus Driver	17.01
31043 - Driver Courier	12.24
31260 - Parking and Lot Attendant	10.23
31290 - Shuttle Bus Driver	13.08
31310 - Taxi Driver	12.53
31361 - Truckdriver, Light	13.08
31362 - Truckdriver, Medium	17.52
31363 - Truckdriver, Heavy	18.65
31364 - Truckdriver, Tractor-Trailer	18.65
99000 - Miscellaneous Occupations	
99030 - Cashier	10.64
99050 - Desk Clerk	10.35
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	11.51
99252 - Laboratory Animal Caretaker II	12.30
99310 - Mortician	22.74
99410 - Pest Controller	16.97
99510 - Photofinishing Worker	12.16
99710 - Recycling Laborer	15.72
99711 - Recycling Specialist	16.64
99730 - Refuse Collector	14.50
99810 - Sales Clerk	13.51
99820 - School Crossing Guard	13.98
99830 - Survey Party Chief	22.89
99831 - Surveying Aide	12.79
99832 - Surveying Technician	17.50
99840 - Vending Machine Attendant	13.13
99841 - Vending Machine Repairer	15.08
99842 - Vending Machine Repairer Helper	13.13

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations

within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual

cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and 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), be classified by the contractor 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 classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

# UNIT 4.1 — STATEMENT OF WORK FOR BPA HEADQUARTERS

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## PART A – GENERAL INFORMATION

### A.1. INTRODUCTION

This Statement of Work is for the acquisition of armed security officer services (protective force) at the Bonneville Power Administration (BPA) Headquarters in Portland, Oregon.

BPA has determined that the services provided under this contract are commensurate with the duties of a Guard I (limited use of Guard I) and Guard II as defined under the Protective Service Occupations category of the Department of Labor (DOL) document titled, "Service Contract Act Directory of Occupations." Therefore, services offered by the contractor must stipulate utilization of Guard I and Guard II personnel exclusively. Any employment of Guard I personnel during the performance of the contract other than that specified in the Statement of Work and allowed by the temporary waiver outlined in section B.4.B. *Exclusions to Armed Certifications and Credentials* may be considered grounds for termination for default.

This Statement of Work (SOW) is for the sole use of the security services provider and Bonneville Power Administration in order to administer this security services contract. All information, procedures, requirements, instructions and descriptions of duties contained in the SOW shall be protected from unauthorized disclosure, distribution, copying, other duplication, electronic transmission, and any other form of unauthorized use. This SOW shall not be provided in part or in full to any person, company, agency, representative or any other element not directly connected with this contract without the express written consent of the Contracting Officer. This document is identified as Critical Program Information (CPI).

### A.2. BACKGROUND

The Bonneville Power Administration (*hereinafter referred to as "BPA"*) is a federal agency, under the U.S. Department of Energy, that markets wholesale electrical power and operates and markets transmission services in the Pacific Northwest. The wholesale electrical power marketed by BPA comes from 31 federal hydro projects in the Columbia River Basin, one nonfederal nuclear plant and several other small nonfederal power plants. BPA's customers include publicly owned and investor-owned utilities, as well as some large industries. BPA also sells or exchanges power with utilities in Canada and the Western United States. Revenue earned by BPA helps it fulfill public responsibilities that include low-cost and reliable power and investments in energy conservation and renewable resources. BPA also funds the region's efforts to protect and rebuild fish and wildlife populations in the Columbia River Basin.

As a major provider of electrical power throughout the northwest, BPA and its resources are designated as critical assets under the national energy infrastructure covered by Presidential Decision Directive 63 (PDD-63), issued by the Clinton administration in 1998. The original purpose of PDD-63 was to require federal agencies to ensure the continuity and viability of physical and computer-based systems essential for minimal functioning of the U.S. government and economy in case of a terrorist attack. Following the terrorist acts of September 11, 2001, PDD-63 was superseded by HSPD-7 (Homeland Security Presidential Directive No. 7), issued by President George W. Bush to update policies intended to protect the country from terrorist attacks.

Under HSPD-7, federal departments and agencies are required to develop methods and technologies to protect all critical infrastructures and key resources of the government and economic sector. The primary intent of HSPD-7 is to prevent the exploitation, incapacitation, or destruction of these infrastructures and resources. Accordingly, national resources such as BPA's hydro-electric grid are deemed critical to the economic prosperity, national defense, and quality of life of the United States. Therefore, BPA seeks a partnership with a security provider who is equipped and prepared to play a valuable role in helping BPA protect a vital portion of our nation's critical energy infrastructure.

### A.3. PLACE OF PERFORMANCE

The Contractor shall perform security officer services at the BPA's facilities at the following locations:

BPA Headquarters building, located at 905 NE 11th Avenue and surrounding areas as described in this SOW.

A.4. GOVERNMENT-FURNISHED MATERIALS AND EQUIPMENT

- A. Facilities, workstations, computers, printers, and other associated equipment will be provided for security officer and security supervisor use under this Contract.
- B. Maps, floor plans and procedures will be provided to the Contractor as needed for distribution to appropriate posts and personnel. The Contractor will be responsible for maintaining these materials in the post books. The contractor will protect this information in accordance with BPA Information Protection Program standards.

A.5. CONTRACTOR-FURNISHED MATERIALS AND EQUIPMENT

The Contractor shall furnish all training, personnel, uniforms, equipment, materials, and supervision to maintain the physical security of the BPA Headquarters, employees, and visitors.

- A. The Contractor shall provide the following items of operational equipment:
  - 1. One hand-held portable public address system with batteries.
  - 2. One hand-held, battery-operated spotlight with batteries.
  - 3. Sufficient radio/cell phone equipment, to maintain contact with security officers and BPA Headquarters Facilities personnel.
  - 4. One (1) each 800 MHz capable hand held radio to be compatible with assigned frequencies as determined by BPA to be maintained at the local office and all security posts for the BPA Headquarters. Additionally, a base station on the 800 MHz frequency shall be provided for Headquarters Post 1 and the HQ Security Supervisor's Office.
  - 5. A copy of Emergency Procedures and any call-out rosters for the Headquarters building shall be furnished by BPA and shall be maintained by the Contractor at each site. These documents shall be protected in accordance with BPA Information Protection Program standards.
  - 6. Vehicles – No vehicles will be utilized for the BPA Headquarters.
  - 7. Uniforms shall be of professional appearance, color-coordinated police/security style uniforms that are standard issue by the Contractor and worn by all security officers and security supervisors.
  - 8. The following items of clothing and equipment shall be issued to and placed in the care and custody of each employee. Adjustments or changes to these requirements must be approved by the COTR:
    - a. Rain and cold weather gear as required.
    - b. A name tag that is professional in appearance with the first initial and last name of the officer to be worn in a consistent location on the uniform.
    - c. Duty belt with minimum level II retention holster, magazine pouch, handcuff pouch, and other equipment approved by the COTR.
    - d. Black security or police style duty boots or shoes.
    - e. Black gloves.
    - f. Whistle.
    - g. Security badge meeting requirements of Oregon laws.
    - h. Ballistic body armor meeting U.S. Department of Justice National Institute of Justice Standard 0101.03, Classification Type II-A.
    - i. Sufficient numbers of uniform pants, short sleeve shirts, and long sleeve shirts for each officer to maintain uniform cleanliness and professional appearance.
    - j. Security/law enforcement style jacket, with high visibility security identification.
    - k. OC spray pouch.
    - l. All appropriate OSHA required safety equipment. This includes applicable CPR/blood borne pathogen protective equipment and latex safety gloves.

9. At a minimum, the following items of equipment shall be issued to employees at the start of each shift. Additional items deemed necessary by the Contractor must be approved by the COTR:
  - a. Handcuffs and handcuff key.
  - b. OC Spray.
  - c. Flashlight.
  - d. Glock 22 Pistol.
  - e. Three fully loaded Magazines, one round for the chamber. Magazine capacity will be the maximum allowed by law.
  - f. Radio, or other means of communication as required.
10. The Contractor shall provide a secure, lockable cabinet sufficient for the secure storage of weapons at the arming point for the BPA Headquarters. Information pertaining to the weapons storage cabinet shall be submitted to the COTR for approval upon award of the contract.
11. The Contractor shall provide an approved bullet containment device for the issuance of duty weapons at the arming point for service at the BPA Headquarters.
12. All Contractor-provided equipment shall be appropriately marked and identified as belonging to the Contractor.

#### A.6. FEDERAL HOLIDAYS

BPA observes the following Federal Holidays:

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25

#### A.7. ACRONYM DEFINITIONS AND INFORMATIONAL LINKS

##### Acronyms:

BMS Room: Building Management System Room. BMS rooms at the BPA HQ house critical facilities operations equipment.

HSPD: Homeland Security Presidential Directive

JTS Room: Joint Tenant Space. Data services and equipment rooms on each floor of BPA HQ, shared by GSA.

PACS: Physical Access Control Systems.

WSO: Weapons Safety Officer. A security officer or security supervisor who is knowledgeable, trained, and designated to oversee weapons issuing and arming/disarming of personnel for shift change purposes.

#### A.8. DOCUMENTATION

Codified Federal Regulations (CFRs)

[www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl)

<http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=41:3.1.1.3.22#41:3.1.1.3.22.3.326.3>

DOE Order Order 470.4b, Appendix B, Sections 1, "Facility Clearances and Registration," and 2 "Foreign Ownership, Control or Influence (FOCI)."

<https://www.directives.doe.gov/directives/0470.4-BOrder-b/view>

Executive Order 12829

<http://www.archives.gov/isoo/policy-documents/eo-12829.html>

HSPD-7

<http://www.dhs.gov/homeland-security-presidential-directive-7>

HSPD-12

<http://www.dhs.gov/homeland-security-presidential-directive-12>

NERC CIP Standard 006

<http://www.nerc.com/page.php?cid=2|20>

Oregon Department of Safety, Standards, and Training (Oregon DPSST)

<http://www.oregon.gov/DPSST/PS/pages/index.aspx>

Oregon Revised Statutes

<http://www.leg.state.or.us/ors/>

Privacy Act 1974

<http://www.justice.gov/opcl/privstat.htm>

SF 328

[http://hss.doe.gov/HQSecOp/foreign\\_ownership/FOCI\\_SF328\\_INSTRUCTIONS.pdf](http://hss.doe.gov/HQSecOp/foreign_ownership/FOCI_SF328_INSTRUCTIONS.pdf)

<http://www.gsa.gov/portal/forms/download/116246>

U.S. Department of Justice National Institute 0101.03 Classification Type II-A

[www.ncjrs.gov/pdffiles1/nij/189633.pdf](http://www.ncjrs.gov/pdffiles1/nij/189633.pdf)

18 USC 793

<http://codes.lp.findlaw.com/uscode/18/l/37/793>

18 USC 794

<http://codes.lp.findlaw.com/uscode/18/l/37/794>

## **PART B – WORK AND SERVICE REQUIREMENTS**

### **B.1. GENERAL REQUIREMENTS**

The overall purpose of this contract is to provide an aggregate of approximately 28,072 annual hours of security officer services and approximately 3,040 annual hours of supervisory services for the BPA Headquarters. Additional security services may be requested by BPA for special events, higher threat conditions, emergency services, etc. It is projected that approximately 125 hours will be used annually for additional security services on an as-needed basis. The security services under this contract include but are not limited to the following:

- Armed guard services
- Protection of employees, facilities and property.
- Access control, including screening of visitors, vehicles, packages.
- Issuance of visitor badges and enforcement of BPA's ID badge policies.
- Operation and monitoring of automated access controls.
- Observation of building and fire warning systems and HVAC system warning panels and controls.
- Incident and alarm response.
- Application of compliance-based security requirements, to include maintenance of records associated with compliance requirements.
- Application of GSA building regulations.
- Interface with Federal Protective Service (FPS) and other law enforcement or emergency responders.

The BPA Headquarters is a General Services Administration (GSA), seven-story high-rise office structure with three levels of underground parking. The BPA Headquarters building (905 building) and the adjacent 911 federal building comprise the Eastside Federal Complex. The 905 building contains administrative offices for approximately 2,000 federal employees and contractors and is located at 905 NE 11<sup>th</sup> Avenue, Portland, Oregon.

BPA partners with the Federal Protective Service (FPS) on security strategies for the Eastside Federal Complex. FPS is responsible for the protection and security of federally owned and leased buildings and property and of federal personnel. In general, FPS operations focus on security and law enforcement activities that reduce vulnerability to criminal and terrorist threats. FPS protection and security operations include all-hazards based risk assessments; emplacement of criminal and terrorist countermeasures; law enforcement response; assistance to federal agencies through Facility Security Committees; and emergency and safety education programs.

FPS contracts security guard services for federal building access control, employee and visitor identification checks, security equipment monitoring, and roving patrols of the interior and exterior of federal property. Through memorandum of agreement, BPA's OSCO manages and contracts security services for the BPA HQ and works in cooperation with FPS to ensure security for the BPA HQ and Eastside Federal Complex meets both Department of Energy and GSA/DHS building security requirements.

BPA's contract security force is comprised of various posts including stationary access control, vehicle inspection, visitor processing, Closed Circuit Television (CCTV) camera monitoring, foot and vehicle patrols. Some posts will be twenty-four hours per day, seven days per week (24/7). The number, hours, and specific duties of these posts are described in sections B.12.

BPA reserves the right to assess security post needs and requirements as the security environment, contingency operations, and security needs change for the agency. In doing so, BPA may elect to add, eliminate, or modify security posts, post duties, or post hours associated with this contract; or BPA may activate security posts identified within this SOW that are currently identified as not active. Changes to security posting will be coordinated with the Contractor and the Contracting Officer and will be executed through a contract modification with the issuance of an updated SOW and signed by both the Contracting Officer and Contractor.

### **B.2. SECURITY CLEARANCE REQUIREMENTS**

At a minimum, one of the contractor's principals and one supervisor shall have a DOE L (SECRET) security clearance or the L clearance in progress immediately following the award of the contract. After

the effective date of the contract, either the cleared principal or a cleared supervisor shall be available on a 24-hour basis. Changes in Security clearance requirements will be addressed as needed. In general, BPA will coordinate with the Contractor to obtain DOE L clearances for a sufficient number of security supervisors as determined by the COTR. The Contractor will notify BPA immediately upon discovery of circumstances that would impact the security clearance of an employee.

- A. Prior to being issued a Department of Energy (DOE) identification badge, employees of the Contractor will be required to accomplish the appropriate Personal Identity Verification (PIV) documentation that is required under HSPD-12. The PIV process will occur through the Personnel Security organization within BPA's Office of Security and Continuity of Operations (OSCO), who will supply the Contractor the necessary information and forms for this process. Employees of the Contractor will use the issued DOE ID badge for entry into the BPA Headquarters. Proximity cards may also be programmed and issued to security officers for access to other electronically controlled areas.
- B. Prior to award of this contract, the Contractor shall furnish to the Contracting Officer or COTR:
  - 1. A Certificate of Authority from the Corporate Division of the Oregon State Department of Commerce.
  - 2. A Certificate of Good Standing from the state in which the firm is incorporated.
  - 3. A facility security clearance from HQ, U.S. Department of Energy pursuant to Executive Order 12829.
  - 4. SF 328, Certificate Pertaining to Foreign Interests (or current form).
- C. The Contracting Officer (CO), or designee (COTR), will review the credentials of applicants proposed by the Contractor and reject any employee that, in the opinion of the Government, is not suitable for this contract. Under these circumstances, an appeals process will be provided to the Contractor.
- D. The Contractor shall follow all requirements described in DOE Order 470.4b, Appendix B, Sections 1, "Facility Clearances and Registration," and 2 "Foreign Ownership, Control or Influence (FOCI)."

### B.3. STANDARD OPERATING PROCEDURES

The Contractor shall write and provide to the COTR within 90 days after the start of this contract, Standard Operating Procedures (SOP's) for the Contractor's operational and administrative use. BPA will provide information pertaining to procedures and policy in order to assist the Contractor with SOP development.

#### A. Contents of SOP

The following examples are provided for consideration but specific sections will be identified by OSCO and the Contract Manager.

- 1. Uniforms and standards of appearance.
- 2. Weapons and equipment issue, safety procedures, and accountability.
- 3. Functions and duties of the security officers.
- 4. Security officer authority.
- 5. Apprehension policies and procedures.
- 6. Response to bomb threats or suspected IED.
- 7. Response to intrusion alarms.
- 8. Response to unauthorized individuals.
- 9. Response to discovery of prohibited items.
- 10. Response to fire alarms.
- 11. Customer Service and Diversity Awareness Training
- 12. Access control procedures, including visitors.
- 13. Response to robberies and other violent crimes.
- 14. Providing motorist assistance.

15. Providing escort services to employees.
16. Radio communications procedures.
17. Enforcement of BPA motor vehicle regulations.
18. Use of force.
19. Report writing.
20. Traffic accident investigation.
21. Disaster Preparedness (include building evacuation procedures and shelter in place).
22. Lost and found property.
23. Building/Gate Security Checks.
24. CCTV monitoring procedures.
25. Alarm monitoring/response procedures.
26. Federal security alert procedures and levels of alert.
27. Familiarization with HQ parking procedures.
28. Familiarization with current issued Post Orders, Access Restrictions (Security Alerts and Access Status Notifications), Operations Bulletins, Special Notices, etc.
29. Vehicle inspection techniques and practices for detecting bombs or other dangerous materials.
30. Personnel screening (use of x-ray, hand wands, etc.).

#### B. SOP Distribution

The Contractor shall maintain current copies of applicable SOP's on site.

#### C. SOP Training and Familiarization

Prior to assignment to any post, the Contractor shall provide each new employee training sufficient to ensure a general familiarization of all BPA Posts and SOP's. The Contractor shall provide post specific training sufficient to ensure that the officer assigned to a post is thoroughly trained, knowledgeable of the post SOP's and capable of performing all duties associated with the post. The Contractor shall ensure that an officer assigned to a given post is also familiar with the duties of other posts that have operational interdependencies. Training will be recorded in individual Officer Training Manuals.

#### D. SOP Review Requirements

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

The Contractor shall maintain adequate records as noted in B.7.B.17. Results of quarterly evaluations shall be provided to the COTR upon request. These results may also be used to determine future training requirements.

#### E. SOP Updates

The Contractor shall conduct annual reviews of SOP's and shall maintain a record of these reviews. The Contractor shall provide the COTR with updates and changes to SOP's as they occur and will incorporate change recommendations or requirements involving security operations from OSCO.

### B.4. CERTIFICATIONS AND CREDENTIALS

#### A. Armed Certifications and Credentials

BPA's security program utilizes armed security officers. The Contractor shall fully comply with Oregon Revised Statutes, Oregon Department of Public Safety Standards and Training, and Oregon Administrative Rules. Each armed security officer assigned to Oregon facilities shall be licensed as an Oregon Armed Private Security Officer. Authorized Guard 1 (unarmed officers) shall be licensed as unarmed security officers in the state of Oregon. All supervisors shall also be licensed in the state of Oregon. Security supervisors and security officers shall carry their licenses with them at all times while on duty. During the length of this contract, DOE Protective Force requirements will be

assessed by the Contractor for feasibility of implementation when conducting self assessments as identified in section C.1.B. of this SOW.

B. Exclusions to Armed Certifications and Credentials:

This exclusion policy involves a temporary waiver of allowing licensed unarmed security officers to occupy designated posts while the administrative process for the armed license is completed. Under this policy, the contractor may use unarmed security officers only as specifically authorized by the COTR or designated representative from BPA's OSCO. It is expected that officers used under this exclusion policy will have completed all requirements for armed license including a successful qualification course of fire conducted and certified prior to assignment to these posts. In addition, the Contractor shall ensure that prior to assigning an officer to a post; the officer will have received the appropriate training and can demonstrate the knowledge, skills, and abilities to effectively conduct operations for the assigned post. The following posts may be used for this purpose for a period of no more than 30 days unless otherwise noted or approved by the CO/COTR:

1. HQ Post 6.
2. HQ Post 9.

C. Phase-In

Upon award of the contract, the Contractor shall provide BPA with a final phase-in (transition) plan that will ensure necessary staffing, certifications, training, and continuity are accomplished in accordance with this SOW in order to maintain effective security operations while the transition to this SOW is implemented. BPA will review and approve the final transition plan prior to the start of the contract. At a minimum the plan shall address:

1. Staffing Levels
2. Process for transitioning predecessor employees
3. Recruitment of new employees
4. Strategy for providing post coverage during breaks and meal periods
5. Supervisory plan implementation
6. Roles of management and administrative personnel
7. Communication methods and protocols
8. Inventory and equipment including weapons and ammunition
9. Daily transition event calendar

The Contractor shall provide weekly transition status reports during the transition period to address the following items:

1. Staffing
2. Permits, Licenses, and Registrations
3. Personnel clearances
4. Transition events/milestones
5. Equipment and uniform purchases

D. Phase-Out

The Contractor shall provide a list of current employees with suitability and certification expiration dates and employee seniority list when requested by the COTR or CO. The Contractor shall provide personnel records, including but not limited to, training, medical, suitability, and security records to the successor Contractor at least 60 days prior to expiration of this contract.

B.5. CONTRACTOR FURNISHED TRAINING

The Contractor shall develop a Job Task Analysis (JTA) and identify general training needs as well as post-specific training needs under this contract. JTA's and post certification processes shall be fully established and utilized within 90 days of the award of the contract. JTA information shall be used to develop post certification training and an overall Annual Training Plan, which the Contractor shall provide annually to the COTR. The Contractor shall be responsible for providing pre-employment training as

necessary to ensure all requirements listed under B.4.A. "Armed Certifications and Credentials" and B.5.1. below are fulfilled prior to any officer being placed on duty with this contract. Post employment training is defined as proficiency training and certification conducted after initial employment. Post employment training shall be conducted in accordance with section B.5.2. Pre-employment and post employment training shall be conducted and certified/documented at no additional cost to BPA.

#### B.5.1. PRE-EMPLOYMENT TRAINING

Certification of completion of pre-employment training and licensing requirements for new hire employees shall be furnished to the COTR prior to the employee performing duties under this contract. This notification may be in the form of an official letter, memorandum, or E-mail to the COTR. All officers shall be required to complete the following training prior to assignment on post:

- A. Oregon State licensing requirements, including successful completion of a firearms qualification course of fire, shall be conducted and certified by the Contractor prior to using post employment and other training allotments identified in this contract.
- B. Orientation training and task performance demonstration certification regarding the proper use and techniques for handcuffing as well as proper use and techniques for OC/pepper spray. The training shall also address the use of application of handcuffs and OC/pepper spray at appropriate use of force levels. This training shall be performed by a trainer credentialed as an instructor for less-than-lethal/use of force through Oregon State certification, or through other certification means approved by the COTR (e.g. – master use of force instructor certification, etc.). At the option of the Contractor, orientation training for handcuffs and/or pepper spray may be waived if a new-hire security officer can provide documentation of training for handcuffs and/or pepper spray occurring within 6 months of hire related to a previously held security, military, or law enforcement position. Such documentation shall become a part of the security officer's training record for pre-employment training.
- C. Red Cross or equivalent certification for First Aid and CPR, to include use of automated external defibrillator (AED).
- D. Prior to assigning a new-hire to any post, the Contractor shall provide the employee sufficient training to ensure a general familiarization of all BPA Posts and SOP's. The Contractor shall also provide post training and certification sufficient to ensure that the officer assigned to a post is trained, knowledgeable of the SOP's for the respective post, and capable of performing all duties associated with the post. Initial security post certification shall be completed within 30 days of the new hire's initial post assignment. The Contractor shall also ensure that an officer assigned to a given post is familiar with the duties of other posts that have operational interdependencies.

#### B.5.2. POST EMPLOYMENT TRAINING AND OTHER TRAINING ALLOTMENTS

- A. Post Employment License and Certification Refresher
  1. The Contractor shall provide refresher training to ensure all officers remain certified and qualified under requirements stated in section B.4.A. "Armed Certifications and Credentials." This requirement includes approximately four (4) hours annual range training and successful completion of firearms qualification course of fire for the state in which the officer is licensed.
  2. American Red Cross or equivalent CPR and First Aid training shall be conducted as required to maintain certifications. AED training shall be conducted annually for all officers.
  3. Annual security post certifications for security officers shall be accomplished through a process developed by the Contractor and approved by the COTR. The intent of post certifications is to ensure security officers retain current knowledge, skills, and abilities to adequately perform in the roles they are assigned. Initial security post certifications shall apply for currently employed security officers being assigned to perform duties at a new security post.

## B. Firearms Training (16 hours)

The training outlined in this section is required in order to develop and maintain the firearms skills of security officers and supervisors assigned to this contract. This 16-hour block of training shall not include pre-employment or remedial training for officers who fail to qualify per state requirements. For remedial training see "Remedial Training". To the extent possible, the Contractor shall incorporate applicable elements of established Department of Energy training for firearms.

### 1. Frequency of Training

Firearms training shall be conducted quarterly in four (4) hour blocks. The Contractor may combine up to two blocks of training to be conducted in a single quarter to provide skills development for current licensed and qualified officers assigned to this contract. To the extent possible, it is expected that firearms training will be conducted in regular intervals throughout the year in order to limit the degradation of firearms skills from year to year.

### 2. Live Fire Range Training

A comprehensive firearms safety briefing shall be provided to all officers prior to commencement of firearms training (refer to section B.7.1.B.). All officers shall be required to meet the following minimum firearms proficiency qualifications and training requirements.

- a. Using the state or other course of fire approved by the COTR, qualify one additional time, approximately 6 months after state required licensing is completed. This can be in conjunction with the quarterly live fire training. All qualifications and attempts will be documented pass or fail and the score on a permanent record and will be available to the COTR upon request.
- b. All officers shall attend not less than four hours of live fire range training approximately every 3 months (except as noted for combining two 4 hour blocks). One 4 hour block of training shall be in the form of Confrontation Simulation (ConSim) training, or other forms of training approved by the COTR.
- c. The Contractor may combine up to two (2) quarterly training blocks for a total of 8 hours of training to be conducted within one quarter for officers who may need a more focused, longer block of training (see B.5.2.B.1. "Frequency of Training"). This allowance may be used one time per officer per year for officers assigned to this contract needing such training. Upon request, the Contractor shall provide documentation to the COTR of all officers who receive quarterly combined training.
- d. Training hours may not be distributed from one officer to another.
- e. Each quarterly block of firearms training shall have clearly defined goals and objectives. Each officer will be required to demonstrate satisfactory understanding and ability to perform the objectives of the training. Officers will receive adequate coaching and instructor guidance during the training. The Contractor shall maintain a record documenting the goals and objectives of each quarterly training session and provide these to the COTR upon request. The COTR shall be notified in writing of the results of all officers that failed to demonstrate satisfactory skill levels with the elements of the provided training. During the quarterly training periods the focus of training may be on one or more of the below listed elements or additional elements proposed by the contractor and approved by the COTR.
  - (1) Use of cover
  - (2) Moving with a firearm
  - (3) Shooting on the move
  - (4) Low light shooting principles
  - (5) Decision scenarios/confrontation-simulation

### C. Remedial Firearms Training

#### 1. Failing State Licensing Qualification Course of Fire

If at any time an officer or supervisor fails the required state licensing qualification course of fire, either for license renewal or in conjunction with the six month requirement noted in B.5.2.B.2. "Live Fire Range Training", BPA will consider the officer as not in compliance with the provision listed in the Statement of Work B.4.A. "Armed Certification and Credentials." The Contractor shall notify the COTR as soon as practical of any officer who fails a qualification course of fire. The Contractor shall have a period of 45 days to conduct needed remedial training in order to bring the officer into compliance with this Statement of Work without additional cost to the Bonneville Power Administration. If the officer is not brought into compliance within the 45-day grace period the officer will no longer be eligible to be posted as a Security Officer on this contract. The COTR may waive this requirement or extend the grace period if the COTR believes it is in the best interest of BPA.

#### 2. Failing to Meet Quarterly Firearms Training Objectives

Officers who fail to meet quarterly training objectives shall receive remedial training in order to meet those objectives. Prior to attempting a qualification course of fire the officer shall demonstrate satisfactory understanding and skill level with the subject objectives.

#### 3. Unsafe Firearms Handling

Unsafe firearms handling, negligent discharge of weapon, or any other unsafe acts in conjunction with the handling, training or use of firearms shall be reported to the COTR as soon as circumstances allow. Incidents, such as an accidental discharge, shall have a thorough inquiry accomplished by the Contract Manager and in coordination with OSCO and the BPA Safety Office. A report of the inquiry, to include root cause, remedial actions, and any necessary remedial training shall be provided to the COTR detailing corrective actions to be taken by the contractor.

### D. Defensive Tactics Training (8 Hours)

#### 1. Frequency and Scope of Training

All officers shall attend 8 hours of defensive tactics training on an annual basis. The training shall consist of the following elements unless otherwise approved by the COTR.

- a. Handcuffing.
- b. OC/Pepper spray refresher.
- c. Take down and apprehension techniques to include force continuum scenarios.
- d. Verbal Crisis Intervention (verbal commands for taking suspects into custody).
- e. Weapons retention.
- f. Officer safety and survival.

### E. Other Periodic Training (10 Hours)

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

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

### F. Individual training classes conducted by the Contractor shall include the development of a training plan. Class training plans shall be maintained by the Contractor and made available to the COTR

upon request. Upon award of the contract, the class training plan format shall be provided to the COTR for approval. The class training plan shall include the following information (or other information approved by the COTR):

1. Training purpose, scope, and objective.
2. Training methodology.
3. Training resource needs, to include identified instructors.
4. Training schedule.
5. Training curriculum.
6. Training evaluation criteria.
7. After actions report (AAR) upon completion of training. The AAR shall be used to evaluate the success of the training and identify follow-up actions needed.

### B.5.3. ON THE JOB TRAINING/CAREER DEVELOPMENT

#### A. On The Job Training (OJT)

The Contractor shall furnish OJT sufficient to ensure that officers assigned to this contract are knowledgeable and capable of performing the duties associated with this contract. OJT is intended to represent an ongoing and consistent activity usually conducted by the security supervisor or Contract Manager. This training will address specific needs for conducting the various day to day activities associated with post duties. OJT must be relevant to successful accomplishment of the BPA security mission. OJT will not be considered training in relation to section B.5.2.E. and will generally be conducted at no additional cost to BPA. However, BPA may request some OJT performed outside of normal duty hours and considered "additional security services." The Contractor will maintain a record and roster of officers completing OJT. The Contractor will provide a certification statement of OJT upon request by the COTR. OJT shall include a review of the contractor's firearms safety training program, DOE Vehicle Inspection Procedures, and may include, but is not limited to, the following:

1. Post documentation review.
2. Additional vehicle inspection techniques.
3. X-ray and magnetometer techniques.
4. Information bulletins, instructions, post operations, Operations Bulletins, etc.
5. Safety information.
6. Supervisory/Management one-on-one training.
7. Security Officer procedures/post procedures.
8. Emergency procedures.
9. Hazardous materials.

#### B. Career Development

US DOE, BPA and the Contractor may, from time to time, make available certain training material and resources to officers assigned to this contract. Various security-related training courses that carry some accreditation with certain colleges may be included. Some of these courses will be correspondence, computer based CD (compact disk) or web-based. The Contractor shall, as much as practical, allow for the on post study and completion of these courses as long as it does not interfere with the function of the post. When it is not practical for the study to be accomplished on post, the material may be signed out or issued to officers assigned to this contract for home study. This is considered voluntary career development. Use of career development training materials while on post must have the prior approval of the Contract Manager.

### B.5.4. CONTRACTOR REQUIRED TRAINING AND BRIEFINGS

The Contractor may require employees to attend briefings, meetings, training or seminars relating to the specific conditions of employment under which officers are employed with the Contractor. These may include information pertaining to employee performance appraisals, employee benefits, contractor policy, compensation policy, and other issues that arise from time to time. To the extent practical these may be accomplished while the employee is posted on duty. However, the contractor will exercise due diligence with respect to prudent and reasonable judgment regarding the degradation of the security mission.

## B.6. CONTRACT EMPLOYEE REQUIREMENTS

The Contractor shall ensure that all persons employed in the performance of the contract, prior to assignment to duty meet or exceed the following minimum criteria:

- A. All employees must be U.S. citizens.
- B. All employees must be at least 21 years of age to meet Oregon and/or Washington State armed guard licensing requirements.
- C. All employees must possess a high school education or equivalency certificate.
- D. All employees shall be physically able to perform all assigned armed security officer duties, functions, and activities. Employees performing in armed security officer and security supervisor positions shall have the ability to do the following: stand on post for long periods of time (e.g. - an 8-hour shift with applicable breaks required by law); be able to work outdoors during inclement weather or other conditions; be able to walk uneven terrain during foot patrols; be able to legally and safely operate a motor vehicle; be able to lift up to 40 lbs. without assistance; be able to be certified to perform cardiopulmonary resuscitation (CPR) and use an automated external defibrillator (AED); be able to successfully pass firearms qualification and certification without physical assistance, including kneeling and other firing positions.
- E. The Contractor shall ensure that each employee hired to work in the capacity of security officer or security supervisor is given a physical examination without additional cost to the Government or the employee prior to assignment to this contract, and every two years after initial hire, to ensure officers and supervisors are physically able and medically fit to perform their respective duties. When requested by BPA, the contractor shall provide a list of current employees with the date of their last physical examination.
- F. The Contractor shall have a program in place to ensure a drug-free workplace for employees assigned to the BPA contract. In addition, the contractor's program shall include at a minimum, processes for the initial drug screening of new-hire employees and random screening for employees assigned to the BPA contract. Drug screening shall be a 5-panel drug test regimen. DOE will request initial drug screening for contract employees obtaining an initial security clearance. In addition, DOE may randomly request BPA to drug screen a contract employee who holds a DOE clearance. Under these circumstances, the Contractor shall be notified in writing of the request. The Contractor shall then arrange for the initial (for clearance purposes) or random drug screening of the employee through their own established testing facility that is federally qualified to conduct drug screening. A hard copy of the test result shall be made available to the CO upon request and, if necessary, forwarded to DOE for record of compliance.
- G. All employees shall speak English and be literate in English to the extent of reading and understanding printed regulations, detailed written orders, training instructions and materials, and shall be able to compose reports which convey complete information in English. Security officers shall be able to understand and perform basic computer keyboard operations relative to the operation of word processing and e-mail software (e.g. - *MS Word* and *MS Outlook*) and the cardkey access systems utilized by BPA (currently ProWatch).
- H. While on duty with this contract, security supervisors or security officers shall not supervise or attend to any other contract or duties not directly related to the performance of this contract without the written consent and approval of the CO and Chief Security and Continuity Officer. Employees assigned to the contract will not be current government employees.
- I. Part time security officers and security supervisors can be used as follows provided the part time employee meets all requirements and training for the respective position they are covering:
  - 1. May be used in place of full time security officers or supervisors.
  - 2. May be used in emergencies in such cases as illness, higher threat levels, etc.
  - 3. May be used to fill in hours that cannot be otherwise covered by full time officers/supervisors.

## J. Employee Background Checks

1. The Contractor shall provide at no additional cost to the government, a criminal history background check of all of its employees. The results of this check shall be forwarded to the COTR.
2. Personnel assigned to this contract will undergo HSPD-12 personal identity verification and background checks by BPA (refer to section B.2.A.). Persons not meeting adequate security background requirements as deemed by BPA will not be permitted to work this contract.
3. Security officers assigned to this contract must meet state criminal background check requirements for armed guard licensing within the state of Oregon.
4. Personnel assigned to this contract directly support North American Electrical Reliability Corporation Critical Infrastructure Protection (NERC CIP) standards (*Standard CIP 006, Cyber Security – Physical Security of Critical Cyber Assets*) and must undergo personnel risk assessments which BPA will conduct a minimum of every 7 years as outlined in requirements established in *Standard CIP 004, Cyber Security – Personnel & Training*.

## B.7. DUTIES OF THE CONTRACTOR

### A. General

The Contractor shall provide a highly qualified, stable and professional protective security force. The Contractor shall take immediate action to correct officer performance, discipline and deficiency issues. The Contractor shall ensure work force morale issues are addressed and resolved in a timely manner. The Contractor shall immediately report verbally and in writing to the COTR any termination of contract personnel and the cause for such termination. If a termination is known or projected in advance, the COTR shall be notified as soon as the Contractor is aware of the employee termination so the COTR may take necessary, timely administrative actions. The Contractor shall utilize a personnel retention program that, at a minimum, is aligned with industry standards in order to minimize security officer turnover rates and ensure continuity of operations.

### B. Contractor Duties

1. The Contractor shall protect lives and shall, within the limits of security officer authority, prevent unauthorized use, loss, theft, trespassing, espionage and sabotage of government property, material, and equipment, and non-government property and equipment located at the BPA Headquarters.
2. The Contractor shall implement all regulatory or compliance-based requirements such as BPA policies and directives, GSA and FPS building policies and practices, procedures associated with NERC CIP and DOE, or other requirements as directed by BPA.
3. The Contractor shall provide security protection in situations such as, but not limited to, incidents involving drug abuse, alcoholism, emotionally disturbed persons, civil disturbance, adverse personnel actions and other incidents.
4. The Contractor shall conduct access control according to current BPA policy, GSA building policy and CFR's, and direction from BPA's OSCO.
5. The Contractor shall seek to prevent the occurrence of fires, explosions, and other catastrophes by close observation of buildings, machinery, vehicles, electrical equipment, and personnel to identify unsafe or potentially unsafe conditions, or activities. The Contractor shall also seek to prevent the commission of thefts, assaults, robberies, and other violent crimes.
  - a. In the event of a fire, the Contractor shall monitor phone calls and radio transmissions; provide directional assistance to responding emergency service providers; if needed, provide traffic control/cordon control at the location of the fire and shall assist with building evacuation and re-occupancy.

- b. The Contractor shall report all security incidents to OSCO and to the FPS when applicable. The Contractor shall develop and utilize a standardized security incident report form for the submission of written reports and shall use applicable forms supplied by FPS when necessary, unless otherwise directed by OSCO.
6. The Contractor shall patrol designated areas according to the posts duties described in sections B.10. and B.11.
7. “Designated Shifts” identified in the SOW are general guidelines and may be adjusted with approval from the COTR. The Contractor shall establish shift change procedures that accommodate the ingress and egress of employees and other activities in such a manner that will ensure posts remain adequately covered. The Contractor shall also be responsible for accommodating administrative needs such as arming and disarming times for officers.
8. The Contractor shall enforce BPA policies as described, and in a manner as required by the described post duties in this SOW, or as otherwise directed by OSCO.
9. The Contractor shall investigate security breaches and incidents that occur at the direction of OSCO. Security incidents involving criminal activity, threats, violence, property damage, or any other serious or suspicious activity shall be reported to OSCO and FPS as soon as it is safe and practical to do so. This includes notifications as needed to OSCO after hours through the designated Duty Officer. Security officer actions will be conducted in accordance with appropriate laws and in conjunction with established BPA policies.
10. The Contractor shall provide employee escort services on and off BPA property as directed by OSCO, the Contract Manager, or the security supervisor when employee safety issues arise or other circumstances exist that warrant this type of assistance.
11. The Contractor shall develop and maintain recall rosters to facilitate the contact of key management personnel and the recall of security personnel to duty in sufficient numbers to meet emergency situations arising at BPA facilities. Recall rosters shall be maintained in accordance with the Privacy Act of 1974. Recall rosters shall be protected in accordance with BPA Information Protection Program standards, including proper marking, control, and storage of such documents. Sharing of these documents shall be on a “need to know” basis. Recall rosters shall be submitted to the COTR prior to the start date of contract services and be shall be updated by the contractor and submitted to the COTR on a monthly basis.
12. The Contractor shall provide additional security personnel to provide security services for special events or emergency situations as needed and requested by BPA. These additional security services are not included as part of the inactive posts outlined in this SOW that may be activated during an increased threat level. Additional security services needed in each instance shall be for a minimum of 2 hours. To the extent possible, OSCO will provide advance notification via e-mail and/or phone call to the Contract Manager of any request for additional security services. OSCO shall provide the Contractor with specific security officer duties for each instance.
13. The Contractor shall supply an organization chart in writing to the CO and COTR. It will include the names of company officers, supervisors, managers, and other key organizational personnel assigned to the BPA HQ contract with their business contact information. As changes in staffing occur, the Contractor shall likewise provide updated organization charts to BPA.
14. No security officer or security supervisor shall be on duty for more than 12 consecutive hours or in excess of 60 hours per week unless approved by the COTR. The Contractor will allow for sufficient rest between periods of work.
15. The Contractor shall comply with all BPA policies to include Harassment Free Workplace and Standards of Conduct. BPA will provide these policies at the post-award orientation and will be circulated to and reviewed by all employees assigned to the contract. In addition, annual training required by BPA of all contract employees will be conducted. The Contractor shall coordinate this training with the COTR to ensure a method of completion that does not incur additional cost

impacts to the contract.

16. The Contractor shall manage all training processes and requirements in accordance with this SOW.
17. The Contractor shall maintain training records sufficient to demonstrate that officers assigned to this contract have met all requirements for licensing, training, and post assignment certification. These records shall reflect the specific nature, scope and detail of on-post training and certification. Training records shall be reviewable by the COTR upon request.
18. The Contractor shall develop and maintain post books containing operational information, including but not limited to:
  - a. Portions of the Statement of Work applicable to the post.
  - b. General Orders as outlined in the Statement of Work.
  - c. Post-applicable Standard Operating Procedures (SOP's), applicable CFR information, and other emergency plans applicable to the post.
  - d. Short term briefing information, alerts, orders etc.
  - e. Emergency call out lists (maintained under Privacy Act of 1974 and protected under BPA Information Protection Program standards).
  - f. When available, BPA provided maps and building schematics.
  - g. When available, operating instructions to include, but not limited to physical access control systems (PACs), card key readers, fire alarm panels, fire suppression systems, intrusion alarm systems, mechanical enunciator panels, and CCTV systems, and other operational equipment.
19. The Contractor shall conduct and document alarm system checks as directed by OSCO. Completed documentation shall be submitted to OSCO.
20. The Contractor shall ensure the proper safeguarding of information identified as sensitive, to include Official Use Only (OUO), Critical Information (CI), or Personally Identifiable Information (PII) in accordance with established BPA Information Protection Program standards.
21. The Contractor shall assist OSCO with evaluating the applicability of Protective Force requirements contained within applicable DOE Manuals that may be integrated into BPA's security program.
22. The Contractor shall have a retention plan to maintain a low turn-over rate of employees assigned to the BPA contract.

#### B.7.1. WEAPONS REQUIREMENTS

##### A. Weapons and Ammunition

1. Unless otherwise approved by the COTR, the duty weapon shall be the Glock 22, .40 caliber semi-automatic pistol with one loaded 15-round magazine. Armed security officers shall carry two additional 15-round magazines when on duty, unless otherwise approved by the COTR.
2. The Contractor shall provide duty weapons as indicated in B.7.1.A.1. above in a quantity to arm all officers on duty. A suitable quantity of spare weapons will be available in case of breakage or emergency and to enable the arming of posts identified in this SOW as being not currently activated.
3. Sufficient magazines shall be on hand for duty issue, training purposes, breakage and emergency.
4. Ammunition shall be kept in sufficient quantities for duty issue, periodic replacement and replacement due to defect.
5. Duty ammunition shall meet the same standards as that used by the nearest major law

enforcement agency. (For Example: Federal Protective Service, Portland Police Bureau, or Multnomah County Sheriff's Office.)

6. Duty ammunition shall be rotated to range ammunition at least annually, requiring new ammunition to be supplied for duty use.
7. Holsters shall be of a type (commonly referred to as a retention holster) designated to prevent access to the firearm by unauthorized persons.
8. All modifications and alterations to firearms require approval of the COTR. All modifications shall be performed by factory certified or DOE certified armorers.
9. All weapons shall be maintained in clean and serviceable condition.
10. Weapons shall be inspected at least annually by a factory or DOE certified armorer. Weapons inspections shall be documented and a copy of the documentation forwarded to the COTR.
11. Firearms shall be returned to the shift supervisor or a designated Weapons Safety Officer (WSO) at the end of each tour of duty. Prior to storing or re-issue of the firearm, the shift supervisor/WSO shall assess operational condition of the firearm.
12. All weapons shall be stored and locked in suitable lockers provided by the Contractor and approved by the COTR.
13. The Contractor shall develop and implement an accountability process each shift for weapons, ammunition, and other equipment such as, but not limited to, less than lethal weapons, radios, other operational equipment, etc.

#### B. Firearms Policy Requirements

The Contractor shall develop and submit for approval to the COTR a program plan for firearms safety that is specific to the use of firearms in the performance of the contract. This shall be provided by the Contractor as part of the Contractor's transition plan. Modifications to the firearms safety requirements must be approved by the COTR.

The Contractor shall assign a professionally qualified individual responsible for conducting self-assessments of the Firearms Safety Program on an ongoing basis. Assessments shall be conducted at least annually. The results of these assessments shall be documented on a standardized contractor supplied form listing date and time of assessment. Any findings shall be documented and shall be submitted to the COTR. The Contractor shall immediately correct any unsafe conditions discovered during an assessment, or any other time involving firearms safety. Any such conditions will be immediately brought to the attention of the COTR. Assessment documents will be made available to the COTR upon request.

1. The firearms safety program for this contract shall be approved by the COTR and shall address, as a minimum, the following:
  - a. A statement of policy and procedural outline relating to the safe use of firearms.
  - b. Procedures for the arming and disarming of officers for duty/relief of duty. This shall include loading and unloading supervision of duty weapons by trained Weapons Safety Officers (WSO's).
  - c. Procedures for inventory, accountability, and control of firearms by shift, as well as firearms maintenance and inspection, including a schedule that denotes the frequency of these activities.
  - d. Procedures for rotation/replacement/disposition of unserviceable weapons.
  - e. Procedures for ammunition accountability, storage, rotation, disposal, and inspection.
  - f. Policy for reporting accidents, incidents, unsafe conditions, and negligent discharges.
  - g. Policy for correcting and preventing accidents, incidents, unsafe conditions, and negligent discharges.
  - h. Firearms safety briefing procedure.

1. Firearm safety briefing form completed by each officer during each live fire range training session. These forms will be available for review by the COTR upon request.
  2. All security officers shall within ninety days of hire complete the online Department of Energy Firearms Safety Course. Records of the completion of this requirement will be available to the COTR for review.
- i. Training and qualification requirements for assigned WSO's who are appointed to arm and disarm officers at the commencement and completion of duty.

C. Firearms Instructors / Armorers

1. Firearms instructors may be security officers or supervisors assigned by the Contractor to conduct firearms training. Firearms instructors shall be certified by the state for which officers are being trained or instructed. The Contractor shall assess DOE Firearms Instructor training requirements and will work with OSCO to determine the feasibility of obtaining DOE Firearms Instructor certification. Guest or adjunct instructors may be utilized with the approval of the COTR. All guest instructors must submit a complete resume of qualifications, training and teaching experience to the COTR prior to involvement in the firearms program.
2. Armorers may be security officers or supervisors assigned by the Contractor to perform these duties. Armorers shall have completed factory training or DOE certification to inspect, modify, or repair firearms being utilized on the contract. The Contractor shall submit to the COTR proof of the armorers' qualifications prior to annual inspections, repairs, or modifications being completed.

D. Administrative Handling of Weapons

1. General

All administrative firearms handling shall be performed in a manner consistent with safe and accepted practices. Firearms shall be treated as if they were loaded at all times. There shall be no "dry firing" of any weapons during administrative handling, except, when the weapon is to be stored. The weapon shall be confirmed as unloaded in accordance with established procedures.

2. Loading and Unloading Weapons

Procedures for the loading and unloading of firearms shall be developed by the Contractor and approved by the COTR as part of the weapons safety program plan. Changes to procedures shall be submitted for approval by the COTR prior to implementation. Arming and disarming procedures shall be posted in plain sight at each designated arming station.

E. Less Than Lethal Weapons/Equipment

1. OC/Pepper Spray – All security officers shall carry OC/pepper spray in an approved holder located on their duty belt while on duty.
2. Handcuffs – All security officers shall carry a minimum of one set of handcuffs in an approved handcuff case located on their duty belt while on duty.
3. The Contractor shall provide and maintain sufficient quantities of these devices on hand to ensure issuance to all security posts. A suitable quantity of spare OC/pepper spray canisters and handcuffs shall be available in case of breakage or contingency operations.
4. New security officers shall receive appropriate orientation training and task performance certification on the proper use of applicable less than lethal devices prior to assuming any security post associated with this contract (refer to section B.5.1.).

## B.8. COMPANY REPRESENTATIVES AND SUPERVISION

### A. Qualifications of key personnel:

The Contractor shall identify, by name, the key management, supervisory, and instructor personnel who will work under this contract. Unless otherwise approved by the CO and COTR, requisite qualifications are as follows:

- Management/Contract Manager – Shall have a college degree and a minimum of four (4) years experience in the management of security services contracts.
- Supervisors – Shall have a background and experience that includes a minimum of 4 years associated with a security, military police, or law enforcement career. Refer to section B.8.C.2. for further requirements.
- Instructor – Shall have professional credentials consistent with performing in the capacity of an instructor. Credentials include state certification or accreditation, Department of Energy certification, or other certification approved by the CO and COTR. Additionally, instructors shall have a minimum of four years experience in a security, military, or law enforcement career.

### B. Company Representative

The Contractor shall provide a Contract Manager who will be assigned to this contract. The Contract Manager shall be designated solely to the performance of this contract and will not be assigned to any other contracts. The Contract Manager shall be responsible to ensure that all requirements, deliverables (as noted in B.10., Article I, Table 1), and conditions of this contract are fulfilled. The Contract Manager shall be responsible for daily security operations of the protective force, shall collaborate with OSCO on security operations decisions, and shall be available to OSCO 24 hours per day, seven days per week. The Contract Manager may appoint a supervisor to act in place of the Contract Manager for temporary absences. OSCO will retain final oversight and decision-making authority over security operations.

1. The Contract Manager shall assist OSCO with the development of security procedures and policy associated with this contract.
2. The Contract Manager shall ensure proper discipline, appearance, conduct, professional bearing and demeanor are adhered to by all officers and supervisors assigned to this contract.
3. The Contract Manager is responsible for the overall operation of this contract.
4. The Contract Manager shall visit each security post and shift as needed to sufficiently ensure that all provisions of this Statement of Work are being consistently followed. It is the Contract Manager's responsibility to ensure the highest standards of conduct, appearance, performance, training, and customer service are being met at all times.

### C. Supervisor

The Contractor shall provide supervision to ensure that the requirements of this contract are being met. Supervision shall focus on the day-to-day operations of the contract. Supervision shall also be the direct liaison to the Contract Manager and OSCO for security operations. It is expected that supervisors shall assist with training (post certification, OJT, etc.) as necessary to ensure that all security officers assigned to this contract are knowledgeable, proficient, and capable of performing their assigned duties. Supervisors are expected to maintain discipline and professionalism regarding their own conduct and the conduct of security officers assigned to the contract.

1. The Contractor shall provide a twenty-four hour per day, seven day per week supervisor. The supervisor shall be responsible for supervising officers performing duties at the Portland Headquarters at specified times as noted in section B.8.1.B. "Designated Coverage."
2. Supervisors shall have at least 4 years of experience in a similar position, unless otherwise

approved by the CO and COTR. Experience is that which demonstrates the knowledge, skills, and abilities necessary to successfully perform the duties of the Security Supervisor position including, but not limited to, the following:

- a. Resolution of security related issues.
  - b. Management of dynamic, evolving emergency or security incidents.
  - c. Liaison with law enforcement agencies, client personnel, and other customers.
  - d. Providing training for officers.
  - e. Other supervisory duties as assigned, including, but not limited to, administrative or other delegated duties required by the Contractor.
3. A BPA HQ security supervisor shall be responsible for supervising officers at the Portland Headquarters, 12 hours per day, Monday through Friday (except holidays). Unless otherwise approved by the COTR, hours of coverage will be as specified in section B.8.1.B. "Designated Coverage."
  4. Outside the hours outlined for a designated BPA HQ security supervisor in B.8.C.2 above, Post 2 shall perform the role of supervisor. The Contractor may coordinate with the COTR to have the security supervisor from the Ross Complex perform this function in lieu of Post 2. Duties of the Ross Complex security supervisor are outlined in the Statement of Work for the security services contract for Ross, Eugene Starr, and other BPA locations.
  5. It is permissible under this contract for shift supervisors to relieve security posts for designated break periods; however, this will only be permissible if no other alternative (e.g. - patrol, etc.) is available to do so.
  6. The supervisor shall inspect all officers/posts assigned at least once per shift. Each officer/post inspection will be entered in the Security Officer Report (SOR) and initialed by the inspecting supervisor. SOR's shall be made available to the COTR upon request. In the event of an emergency or temporary lapse in security officer coverage of a post, the supervisor may stand in while a suitable replacement is acquired.
  7. Alternate supervisors shall serve in the absence of a designated Shift Supervisor. The alternate supervisor must meet the criteria stipulated for "Supervisor."
  8. Supervisors shall be responsible for maintaining satisfactory standards of competency, conduct, appearance, and integrity and for taking disciplinary action as required with respect to security officers.

#### B.8.1. SECURITY SUPERVISOR PROCEDURES AND DUTIES

##### A. General Description

The supervisor is responsible for the necessary officer training and proper management and maintenance of all security posts listed in this SOW. The supervisor shall not supervise any security posts associated with other contracts. Shift Supervisor's shall be armed.

##### B. Designated Coverage

1. Monday through Friday, except holidays, from 0600 – 1800 hours, unless otherwise approved by the COTR, one supervisor shall be assigned to and responsible for the Portland Headquarters.
2. On Monday through Friday, from 1800 – 0600 hours, and on weekends and holidays, Post 2 may perform the role of supervisor for the Portland Headquarters, unless otherwise approved by the COTR.
3. If approved by the COTR, one supervisor may be assigned to cover the Portland Headquarters and the Ross Complex outside the hours of 0600 – 1800, Monday through Friday, and on weekends and holidays.

### C. Supervisor Duties

At no time while on duty with this contract will any supervisor have other responsibilities not related to this contract. Supervisors will be responsible for the following:

1. Providing a formal briefing for security officers at the beginning of each shift. This shall include, but is not limited to, pertinent pass-down information, security alerts, or termination advisories.
2. Ensuring that posts remain staffed as required. Provide for a suitable replacement as needed.
3. Notifying the Contract Manager and OSCO if the supervisor is unable to provide coverage for a post.
4. Providing back-up assistance to security officers as needed. If additional assistance is needed, immediately contact OSCO and Federal Protective Service (FPS) if appropriate.
5. Ensuring they are familiar with the duties and responsibilities of the posts under their supervision.
6. Ensuring that post books at each post are kept current and that all officers are knowledgeable regarding information contained in the post book.
7. Conducting tests of security system equipment at the BPA Headquarters, in accordance with written plans and SOP's. A written report of the results of testing will be provided to OSCO.
8. Conducting Limited Scope Performance Tests (LSPT's), Alarm Response and Performance Tests (ARAPT's), and other security exercises as indicated in established plans and SOP's. This includes coordination with the Contract Manager and OSCO, if necessary, as well as documenting, maintaining, and tracking written evaluations associated with these performance tests and identifying any needed corrective actions.
9. Gathering, reviewing, and submitting security incident reports (Day Shift Supervisor) and forms prepared during the shift, to include preceding swing and graveyard shifts. The submission of reports and forms will be coordinated with the Contract Manager through the direction of the COTR. SOR's and other forms/reports will be filed as directed by the COTR.
10. Assessing documentation maintained by posts as indicated in this SOW to ensure accuracy and completeness. Ensuring documentation is maintained and submitted in accordance with directives established by OSCO. This includes, but is not limited to Security Desk Blotters, applicable visitor documents and logs, NERC CIP compliance documentation and records.
11. Coordinating with the Contract Manager to provide verbal briefings to the COTR, other OSCO staff, or the Chief Security Officer regarding significant security-related events. This briefing shall be accomplished at approximately 0800 M-F.
12. Ensuring that timely notification is made to the relevant Facilities Management office at Headquarters concerning buildings and/or grounds-related issues.
13. Ensuring that timely notification is made to the Contract Manager and OSCO Duty Officer, if necessary, regarding security incidents occurring after normal duty hours.
14. Conducting an inspection of each security officer prior to posting. This inspection shall include the minimum items:
  - a. Ensuring that personal appearance for security officers is acceptable in accordance with established policies. In addition, each security officer will be properly licensed and ensuring that all officers under his or her shift are equipped with the necessary inclement or warm weather garments; and finally, that all officers on duty possess a valid DOE/BPA identification badge for display.

- b. Ensuring that each officer is physically capable of performing their assigned duties (fit for duty). The Supervisor will not allow any security officer to stand post if he or she appears to be under the influence of alcohol, drugs, medication, or other intoxicants. The supervisor will not allow any security officer to stand post without sufficient rest.
- c. Ensuring that all security officers are current in their knowledge of SOP's associated with their duties.
- d. Ensuring that all security officers are informed of and understand the responsibilities of their assigned post.
- e. Providing a shift briefing regarding any relevant issues brought forward from previous shifts, such as post orders, special notices, access restrictions, etc.

**B.9. GENERAL SECURITY OFFICER CONDUCT (General Orders, Section I)**

All security officers assigned to this contract shall be held to the highest standards of professional conduct, appearance, and performance. BPA does not grant or authorize any use of force or exercise of authority not permitted under the laws governing the actions of security officers.

This section is applicable to the post descriptions as noted in section B.12. and will be included with each post book.

**A. Use of Force**

Security personnel shall, at all times, attempt to perform their duties with the minimum force necessary. Applicable laws regarding the use of force shall be observed at all times.

**B. Literature**

Only authorized reading material approved by the COTR or OSCO may be read on post. Newspapers, magazines, novels, or other personal reading material are not authorized.

**C. Personal Audio/Video Equipment and Personal Cell Phones**

Personal audio players, video players, and televisions are not authorized for use at any post. Personal cell phones shall not be used on post, during the performance of an officer's or supervisor's duties. Changes in the use of these types of equipment must be approved by the Contract Manager and COTR. The authorized use of any personal equipment will not interfere with the operation or professional appearance of the post.

**D. Appearance**

Security officers will present a professional appearance at all times with the uniform clean and pressed.

**E. Socializing**

While on post, security officers will maintain a professional and polite demeanor, but will not become engaged in lengthy, protracted or disruptive conversations with visitors, employees, guests, or other officers. If a guest, visitor or employee becomes distracting, the supervisor will be notified and the supervisor will notify the Contract Manager and OSCO.

**F. Emergency**

Security officers at all posts will take immediate action such as calling local law enforcement (to include FPS), fire department, and OSCO for assistance when a situation is discovered that presents an immediate danger to life and/or property. Threatening individuals, confirmed building intrusions, fire, broken water/oil lines are some examples. Other non-emergency matters are to be referred to the Contract Manager and OSCO for assistance.

#### G. Observance / Situational Awareness

All supervisors and security officers will maintain a high level of situational awareness and be observant for any suspicious activity. When feasible, officers shall attempt to identify suspicious personnel and observe and report any information that reasonably can be obtained such as:

- Name, address, or any other identifying information
- Physical description
- Vehicle description
- Vehicle license number
- Direction of travel
- Statements made by suspects or individuals
- Other information useful in an investigation

#### H. Demeanor

All security officers will maintain a polite and friendly demeanor while on post. It is understood that from time to time, an officer may need to use a command voice or assert officer presence in order to carry out their duties. Officers will not engage in disruptive or malicious conversations or behavior while on duty.

#### I. Arrests or restraints

Arrests and restraints shall be applied according to the laws of the state in which the incident occurs. Contractor employees will not sign civil or criminal complaints on behalf of BPA.

#### J. Officer Safety

Security officers shall exercise caution at all times and under all circumstances. The primary function of security officers is to observe and report incidents and suspicious activity. Officers will take appropriate actions as necessary, in accordance with the appropriate laws, to ensure the safety and security of client personnel and property. They will seek assistance from other security officers, FPS, local law enforcement, and OSCO when needed.

#### K. Officer Health and Wellness

Prior to assuming security duties, all security officers will ensure they have sufficient rest to safely perform their duties.

#### L. Security Officer Reports

All security officers will maintain a Security Officer Report (SOR) of activities during their assigned shift. This report shall be specific regarding times actions were taken and inspections conducted. The time and name of the supervisor making the supervisory inspection shall be recorded in this report. The report shall be submitted to OSCO at the start of the next regular work day for review, unless otherwise directed by the COTR. The written reports are not for general reading and are to be kept secure at all times. For designated posts, the Security Desk Blotter will be used in place of the SOR. Significant activities performed by the Security Supervisor will be entered on the appropriate Desk Blotter. Supervisors relieving officers for breaks or other reasons will make annotations on the relieved officer's SOR.

#### M. Communication

The primary means of communication for all posts and patrols shall be the hand-held or base station radio. Contractor-issued cellular phones and BPA landlines may be used as secondary means of communication when primary means of communication are not available.

**B.10. DELIVERABLES AND PERFORMANCE**

Article I, Table 1

Listing By Appearance In Statement Of Work

<b>Section</b>	<b>Due Date</b>	<b>Subject</b>	<b>Destination</b>	<b>Other Information</b>
A.5.A.10.	At Award	Weapons Storage Approval	COTR	
B.2.	At Award	Secret Security Clearance Initiated	Personnel Security Specialist	
B.2.B.1.	At Award	Certificate of Authority	COTR/CO	
B.2.B.2.	At Award	Certificate of Good Standing	COTR/CO	
B.2.B.3.	At Award	DOE Facility Security Clearance	COTR/CO	Executive Order 12829
B.2.B.4.	At Award	Foreign Owned or Controlled Interests	COTR/CO	SF 328
B.3.	90 Days After Start of Contract	SOP's	COTR	
B.3.D.	Quarterly	Officer Evaluation of SOP	COTR	Evaluation of assigned posts only
B.3.E.	As Updated	Updates to SOP	COTR	
B.4.C.	At Award	Phase-In Plan	COTR/CO	
B.5.	90 Days After Award of Contract	Security Post Job Task Analyses	COTR	
B.5.	At Award/Annually	Annual Training Plan	COTR	
B.5.1.	Prior to Officer Post Assignment/ Provide Documentation Upon Request	Certification of Pre Employment Training	COTR	
B.5.2.	Conduct as Required/ Provide Documentation Upon Request	Post-Employment Licensing and Certification Refresher	COTR	
B.5.2.B.2.a.	Upon Request	Documentation of Qualification Attempts	COTR	
B.5.2.B.2.c.	As Required	Combined Quarterly Training	COTR	
B.5.2.B.2.e.	Upon Request	Training Goals and Objectives	COTR	
B.5.2.B.2.e.	Completion of Quarterly Training	Results of Quarterly Training	COTR	
B.5.2.C.1.	As Required	Notification of Failure to Qualify	COTR	
B.5.2.C.3.	As Required	Report of Unsafe Act	COTR	
B.5.2.C.3.	As Required	Remedial Action Plan for Preventing Future Unsafe Acts	COTR	
B.5.2.F.	At Award	Class Training Plan Format	COTR	
B.5.2.F.	Upon Request	Class Training Plan	COTR	
B.5.3.A	Upon Request	OJT Report	COTR	
B.6.E.	Upon Request	Documentation of Medical Exam	COTR	
B.6.J.1.	Upon Assignment	Criminal History Check	COTR	Letter signifying acceptable results

B.7.A.	As Required	Written notification of employee termination	COTR	
B.7.B.5.b	As Required	Security Incident Reports	Security and Emergency Response /FPS	
B.7.B.11.	At Award of Contract and Updated Monthly	Company Key Personnel and Officer Recall	COTR	
B.7.B.13.	Prior to Award of Contract	Organizational Chart	COTR / CO	
B.7.B.17.	Upon Request	Training Records	COTR	
B.7.B.18.	Upon Request	Post Books	COTR	
B.7.B.19.	As Required	Security Alarm System Checks	COTR/Security System Administrator	
B.7.1.A.8.	As Required	Firearms Modification Approval	COTR	
B.7.1.A.10.	Upon Request	Weapons Inspections	COTR	
B.7.1.A.12.	Upon Request	Weapons/ Ammunition/ Equipment Accountability Records	COTR	
B.7.1.B.	At Award	Firearms Safety Program	COTR	
B.7.1.B.	Annually (Minimum)	Firearms Safety Program Assessments	COTR	
B.7.1.B.1.h.1.	As Required	Firearms Safety Briefing	COTR Upon Request	
B.7.1.B.1.h.2.	Within 90 Days of Being Assigned to Duty	DOE Web Based Firearms Safety Course	COTR Upon Request	
B.7.1.C.1.	As Required	Guest Firearms Instructors	COTR	
B.7.1.C.2.	As Required	Armorers Qualifications	COTR	
B.7.1.D.2.	At Award	Firearm Load/Unload Procedures	COTR	
B.8.C.5.	As Required	Supervisory Post Checks	COTR	SOR
B.8.1.C.6., B.8.1.C.7., B.8.1.C.8., & B.8.1.C.9.	As Required	Post Books, Forms, Tests, Reports, SOR's, Compliance Documents	OSCO	
B.11.B.	As Required	Shift Schedule Changes	COTR	
C.1.A.	Complete as Required/ Review Upon Request	Performance Assurance Training Elements	COTR	
C.1.B.1.	Annually	Annual Self Assessment	COTR	
C.1.B.4.	14 Business Days After Assessment Completion	Annual Self Assessment Report	COTR	
C.1.C.3.	120 Days from Award of Contract	Performance Testing Methodology	COTR	
C.1.C.5.	Twice Monthly	Performance Tests (Security Exercises)	COTR	Conduct and document. Forward to COTR.

## B.11. SHIFT AND POST REQUIREMENTS

### A. General Information

The Contractor shall furnish security officers for the designated posts and shifts as described in section B.12., Portland Headquarters. When BPA deems necessary, the contractor shall furnish security officers for posts that are identified in the SOW, but are not normally active as identified in this SOW. The Contractor may submit alternative shift schedules to the COTR, and upon written approval, may implement the approved schedule. A copy of the specific post description and requirements as noted in the applicable sections shall be provided to each post for officer reference. Additionally, section B.9. "General Security Officer Conduct" and B.10.C. "General Post Requirements" will be provided to each post.

### B. Shifts

Generally, posts that are described as 24 hours per day will be shifted as eight-hour posts. However, no officer will be posted for greater than 12 hours except as noted in section B.7.B.15. The Contractor shall ensure that each officer is given the opportunity to have 8-hours of rest between shifts. Exceptions for emergency circumstances will be evaluated for approval by the COTR.

#### 1. Shift Examples

Shift One: 2300-0700  
Shift Two: 0700-1500  
Shift Three: 1500-2300

#### 2. Shift Requirements

The Contractor shall have shifts designed to optimize security coverage throughout the workday and overnight hours. Shifts will be scheduled in such a manner to avoid lapses or voids in security coverage during the times of the day that employees are coming to work, breaking for lunch, or leaving the work place. Changes to shift requirements may be adjusted by the Contractor in coordination with the COTR and BPA needs. Changes will be evaluated for efficiencies of operation and any cost implications.

### C. General Post Requirements (General Orders, Section II)

The following requirements apply to all posts unless otherwise noted. These requirements are subject to change by the COTR in coordination with the Contract Manager as procedures or BPA's needs change. These requirements must accompany each of the standard post descriptions and duties found in Section B.12.

#### 1. Basic General Orders:

- a. I will take charge of my post and protect personnel for which I am responsible for until properly relieved.
  - b. I will report all violations of the orders I am instructed to enforce and call my superiors in any case not covered by instructions.
  - c. I will sound the alarm in any case of disorder or emergency.
2. Under the direction of the shift supervisor, security officers will obtain all necessary equipment prior to assuming the duties of their assigned post. Appropriate logs, forms and control rosters will be filled out noting the issuance of such equipment.
  3. All items in section B.9. "General Security Officer Conduct" shall be observed while officers are on shift.

4. Personnel assigned to this contract shall not consume alcohol, drugs, or other products that would negatively impact judgment or physical response as necessary to carry out the duties outlined in this contract. Personnel taking prescription drugs with drowsiness warnings, cautions regarding operating machinery, or driving a vehicle shall inform their supervisor and may be required to provide a medical release in order to assume their duties.
5. Security officers and supervisors expected to operate motor vehicles as part of their duties will be in possession of a valid state-issued driver's license at all times while operating such vehicles.
6. At all times while posted, security officers shall ensure that persons entering BPA controlled property and moving about BPA controlled property properly display appropriate identification.
7. If an employee refuses to display identification properly, the security officer shall immediately inform the shift supervisor, document the incident, and perform other actions in accordance with established SOP's. The Contract Manager and OSCO shall be notified immediately.
8. If the security officer perceives a threat to BPA property or personnel, the officer shall take appropriate actions to manage the threat. The Contract Manager and OSCO shall be notified immediately.
9. Security officers and supervisors are required to complete Security Incident Reports when directly or indirectly involved in a response, follow up to a response, or upon notification of a security incident. This includes incidents where the officer or supervisor is a witness.
10. Security officers and supervisors are expected to maintain notebooks to record information, assist in preparation of incident reports, and for possible use in court.
11. Security officers shall fill out a Security Officer Report (SOR) for each shift noting security officer activities. The SOR will note when the officer came on duty, patrolled specific areas, took breaks, lunch, or other information that will confirm appropriate security activity.
12. Security officers shall perform inspections of visitors' bags, briefcases, boxes, other hand-carried items, and vehicles upon entry as outlined by SOP's, or otherwise directed by OSCO.
13. Security officers shall enforce BPA security policies as noted in post duties, post orders, and BPA or Contractor provided SOP's as approved by OSCO.
14. Security officers shall be familiar with BPA bomb threat, medical, and fire response instructions. SOP's will be prepared to respond and assist, as required, during an emergency.
15. Security officers at entry points shall inform visitors that firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If it is determined that a visitor, or contractor is carrying a weapon or other prohibited contraband, the situation will be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident will immediately be reported to the Security Supervisor, FPS, the Contract Manager, and OSCO.
16. Security officers shall be familiar with designated NERC CIP controlled areas at the locations they are performing duties and will be familiar with access and response requirements for those areas.

#### B.12. SECURITY SERVICES AT THE BPA HEADQUARTERS

##### A. General

Standard security officer procedures as outlined in section B.11. shall apply to all HQ security posts. Shift hours may be adjusted through the approval of the COTR. All posts and patrols assigned to the BPA Headquarters shall be knowledgeable of building evacuation, shelter-in-place procedures, and other contingency procedures.

## B. Parking Garage Entrance Bollard System Operation

Security officers will understand the safe operation of the garage entrance bollard system prior to their assignment to posts 1, 2, 8 or 9. No officer will operate the garage entrance bollard system unless properly trained and certified to do so. Training required to operate the bollard system will be conducted by security supervisors or training personnel in such a manner as to ensure adequate understanding of the safe operation of the system according to the policies and procedure established in this SOW and SOPs developed by the Contractor. Training for bollard system operation will be documented on the individual security officer's training record. Security officers required to operate the bollard system will demonstrate the ability to safely do so prior to assuming duties of the post. Procedures for operating the bollard system will be placed at each post that has the ability to operate such bollards.

## C. BOLLARD SYSTEM OPERATING HOURS UNDER NON-EMERGENCY CONDITIONS

1. From the hours of 1800 – 0600, Monday through Friday, bollards will remain engaged in the UP position with the parking garage doors closed.
2. From the hours of 0600 – 1800, Monday through Friday, bollards will remain engaged in the DOWN position with the parking garage doors open.
3. During weekends and holidays, bollards will remain engaged in the UP position with the garage door closed at all hours.
4. OSCO may direct changes in use of the bollard system as needed.

### B.12.1. HEADQUARTERS SECURITY POST 1

#### A. Description of Post

Post 1 is located at the security console located in the main lobby of the BPA Headquarters Building. Post 1 is a one-person post, operated by an armed, uniformed security officer 24 hours per day, 7 days per week. The security officer will be equipped with a portable radio, flashlight, and other equipment necessary to perform the required building security services. This officer will be trained and competent to operate the bollard system during normal and emergency operations according to section B.12. of this Statement of Work. The primary responsibility of this post is to monitor and control personnel access through the use of CCTV, cardkey physical access control systems (PACS), and manual processing procedures.

#### B. Designated Shifts

Generally, this post will operate 24 hours per day, seven days per week. The contract security provider shall normally have three shifts per day.

#### C. Post Duties

1. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
2. Monitor the CCTV and PACS for the BPA Headquarters. Check ID cards for access to the building in the absence of Post 6. Allow access after normal business hours only to persons with valid BPA or other approved identification, or, individuals or groups approved for access and authorized by OSCO. BPA and contractor personnel must present their ID badges to the lobby access portal to gain building access past Post 1. Guests of employees and all visitors are required to follow established procedures for visitor access. All persons entering the building are subject to screening.
3. Require all visitors and guests to be identified via government issued photo ID and to sign in and obtain a visitors badge. Ensure visitors and guests have been screened properly before entry.

4. Dispatch and monitor Headquarters security posts and patrols for various situations that may arise.
5. Maintain radio or alternate communications and conduct security status checks with posts and patrols assigned to the BPA Headquarters on an hourly basis during daylight hours and every 30 minutes during hours of darkness or increased security posture.
6. Monitor and respond in accordance with designated procedures to all building alarms for the Headquarters Complex. This includes door alarms, intrusion alarms, duress alarms, computer room alarms, and fire alarms. For the ProWatch system, this post will maintain an event log of alarm activity.
7. Inform all visitors that firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If it is determined that any individual is carrying a weapon or other prohibited contraband, the situation will be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident will immediately be reported to the security supervisor, FPS, Contract Manager, and OSCO.
8. Process and maintain visitor access requests and administer visitor access procedures. Temporary badges will be issued for cleared visitors as well as BPA and contractor employees who do not have their ID badges. Prior to issuing a temporary local site specific only (LSSO) badge, appropriate procedures will be followed based upon the status of the individual (i.e. foreign national, escorted/unescorted access, etc.). Any BPA Temporary badge issued must be returned upon the employee or visitor's departure from the building.
9. Maintain the Headquarters Security Desk Blotter, listing security-related activity and information for a 24-hour time period. This blotter will be submitted for review as determined by OSCO. The Security Desk Blotter replaces the Security Officer Report (SOR) for this post.
10. Maintain communications with FPS via established procedures.
11. Maintain open communication with contract security officers for the 911 building regarding pertinent security incidents, events, or information which may impact the 911 building, personnel, or protective force.

#### B.12.2. HEADQUARTERS SECURITY POST 2

##### A. Description of Post

This post is a roving patrol that will encompass the Headquarters complex. This is a one-person post, operated by an armed, uniformed security officer 24 hours per day, 7 days per week for the duration of the contract. The security officer will be equipped with a portable radio, flashlight, and other equipment necessary to perform the required security services. This security officer will be trained and competent to operate the bollard system during normal and emergency operations according to section B.12. of this SOW. The primary responsibility of this post is to conduct security patrols of the interior of the Headquarters (905) building, the exterior of the East Side Federal Complex (905 and 911 buildings), and the surrounding area.

##### B. Designated Shifts

Generally, this post will be 24 hours per day, 7 days per week and shall normally have three shifts per day.

##### C. Post Duties

1. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
2. Conduct a minimum of two foot patrols each shift throughout the interior of the Headquarters

building and the 911 building fitness center (BPA Club Fed) area on a random basis, unless otherwise directed by the security supervisor, Contract Manager, or OSCO. These patrols will be recorded on the SOR. Perform general security checks of all areas patrolled. During interior patrols, the officer will include checks of the four alarmed emergency exit doors in the Mezzanine Level of the Headquarters building that exit onto NE 9th Avenue. Particular attention will be given to sensitive areas such as JTS rooms and the Duty Scheduling Center (DSC) due to NERC CIP requirements associated with the DSC.

3. Conduct a minimum of two foot patrols per shift of the exterior of the Headquarters building and the 911 building (exterior area comprising the East Side Federal Complex) on a random basis, unless otherwise directed by the security supervisor, Contract Manager, or OSCO.
4. Conduct patrols of internal Headquarters building parking levels in basement levels B-1, B-2, B-3, and B-4. During normal working hours, the security officer will notify the Parking Coordination Office, ext. 5741, of any observed parking violations.
5. Conduct patrols as otherwise directed by the security supervisor, Contract Manager, or OSCO.
6. Enforce building rules and regulations and perform other duties as directed by special orders, Operations Bulletins, or verbal instructions from security supervisors, the Contract Manager, and OSCO.
7. Enter all incidents in the Security Officer's Report (SOR) and report all incidents and suspicious activity to Post 1 and/or the security supervisor through the most expeditious means possible. Provide written reports as required.
8. Direct persons with lost and found items to OSCO, or take custody of items brought to the post and turn them in to OSCO.
9. Respond to alarms as dispatched by Post 1, the security supervisor, Contract Manager, OSCO, or FPS. Request assistance if necessary. Log and report all alarm incidents on the SOR. Response to security alarms for the Duty Scheduling Center (DSC), JTS rooms, BMS room, or Personnel Security Office will be considered a priority
10. Respond to other security-related events as directed by Post 1, the security supervisor, Contract Manager, or OSCO.
11. Provide break relief or post assistance as directed.
12. Perform patrols on a random basis in an effort to not establish a pattern.
13. Perform other duties as assigned by the security supervisor, Contract Manager, or OSCO.
14. Maintain radio contact with Post 1 during foot patrols to the extent possible.
15. Ensure that the doors at the Headquarters building secure automatically in the ProWatch security system at 1800 hours on normal weekdays. After 1800 hours, this post will conduct a check of all exterior doors to ensure they are secure and the security system is working properly.
16. Secure the west side pedestrian gate at 1800 hours during normal working days and at 0600 hours prop open both gate doors during normal working days, unless otherwise directed by the security supervisor, Contract Manager, or OSCO.

### B.12.3. HEADQUARTERS SECURITY POST 3 (Currently not active)

#### A. Description of Post

This post is not active under normal circumstances and may be activated and manned for contingency operations, specific security conditions (SECONs), or other security needs. This post will not be occupied unless directed by OSCO. When activated, this shall be a one-person post manned by an armed,

uniformed security officer, up to 24 hours per day, 7 days per week. Specific duties and hours for this post will be described at the time it is activated.

#### B.12.4. HEADQUARTERS SECURITY POST 4 (Currently not active)

##### A. Description of Post

Same description as B.12.3. for Post 3.

#### B.12.5. HEADQUARTERS SECURITY POST 5

##### A. Description of Post

This post monitors access to the BPA Headquarters at the east entry. This is a one-person post, operated by an armed, uniformed security officer, normally 8 hours per day, Monday through Friday, excluding designated government holidays or as indicated by OSCO during higher security condition (SECON) status. The security officer will be equipped with a portable radio, magnetic wand, x-ray machine, magnetometer and other equipment necessary to perform the required security services. The primary responsibility of this post is to ensure all visitors and their hand-carried items entering the BPA Headquarters are properly screened prior to entering the facility.

##### B. Designated Shifts.

There will be one shift per day established for this post. The hours of this shift are generally 0700-1500. Hours of operation may be modified under approval of the COTR.

##### C. Post Duties.

1. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures. Functional checks of the magnetometer, hand-held wand, and x-ray machine will be conducted and documented in accordance with established procedures.
2. Identify visitors and determine their need to enter the facility.
3. Screen visitors by using the magnetometer (or hand-held magnetic wand). Screen hand-carried items in the possession of visitors by using the x-ray machine or visual inspection. Employees entering the BPA Headquarters may be subject to screening at the direction of OSCO. OSCO may introduce new equipment or technology for screening personnel entering the facility. Security officers will be properly trained on this equipment prior to use with verification of training annotated in the officer's individual training record.
4. Ensure that all persons entering the building from the lobby area have the appropriate identification badge and that they are wearing the badge in accordance with BPA/DOE directives. Existing regulations require the BPA ID badge to be worn on the upper torso, above the waist and conspicuously displayed. It is not permissible to conceal the badge or in any way obscure it.
5. Inform all visitors that firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If it is determined that any individual is carrying a weapon or other prohibited contraband, the situation will be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident will immediately be reported to the security supervisor, FPS, Contract Manager, and OSCO.
6. React or respond to security incidents occurring in the lobby area of the Headquarters building that pose a threat to personnel and/or property.

## B.12.6. HEADQUARTERS SECURITY POST 6

### A. Description of Post

This is a one-person post occupied by an armed, uniformed security officer 12 hours per day, Monday through Friday, excluding holidays. The post is located in the lobby of the BPA headquarters building. The security officer is responsible for ensuring only authorized personnel enter the Headquarters facility by verifying the identification badges of all persons entering the building from the lobby and for ensuring that badges are being worn properly. In addition, this post will be capable of assuming the duties of Post 1 if necessary. This post may be unarmed in accordance with section B.4.B. "Exclusions". The primary responsibility of this post is to ensure that all persons entering the building from the lobby area have the appropriate identification badge and access authorization, the individual possessing the badge has been verified against the photo on the badge, and that they are wearing the badge in accordance with BPA/DOE directives.

### B. Designated Shifts

Monday thru Friday, generally 0600 to 1800, except designated government holidays. Hours of operation may be modified under approval of the COTR.

### C. Post Duties

1. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
2. Ensure that all persons entering the building from the lobby area have the appropriate identification badge (to include visitor badges), the individual possessing a badge has been verified against the photo on the badge, and that they are wearing the badge in accordance with BPA/DOE directives. Existing regulations require the BPA ID badge to be worn on the upper torso, above the waist and conspicuously displayed. It is not permissible to conceal the badge or in any way obscure it.
3. Respond to all instructions from Post 1, the shift supervisor, Contract Manager, or designated OSCO staff.
4. Request assistance when necessary from the Post 2 security officer during periods of heavy pedestrian traffic in the lobby.
5. Utilize any additional equipment that is introduced by OSCO for screening and/or verification of personnel entering the facility.
6. Observe Post 5 and provide assistance if necessary when prohibited items are identified during visitor screening.
7. React or respond to security incidents occurring in the lobby area of the Headquarters building that pose a threat to personnel and/or property.
8. Monitor personnel entering the building from the west entrance, ensuring that only authorized personnel enter the building and others are directed to Post 5 for screening.

## B.12.7. HEADQUARTERS SECURITY POST 7 (Currently not active)

### A. Description of Post

Same description as B.12.3. for Post 3.

## B.12.8. HEADQUARTERS COMPLEX SECURITY POST 8

### A. Description of Post

This is a one-person post occupied by an armed, uniformed security officer generally 12 hours per day, Monday through Friday, excluding designated government holidays. This post is located on N.E 9<sup>th</sup> Street on the west side of the Headquarters building at the garage entry ramp. Along with Post 9, this post serves as the primary access control point for vehicular entry into the Headquarters garage. This officer will be trained and competent to operate the bollard system during normal and emergency operations according to section B.12. of this SOW. This officer will be equipped with all standard equipment plus a reflective vest and other equipment necessary to perform the required security services. The officer assigned to this post will be capable of assuming the duties of Post 9. The primary responsibility of this post is to ensure that only authorized personnel gain entry into the BPA Headquarters through the parking garage/basement area.

### B. Designated Shift

Monday thru Friday, generally 0600 to 1800, except designated government holidays. Hours of operation may be modified under approval of the COTR.

### C. Post Duties

1. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
2. Ensure that only authorized personnel gain entry into the BPA Headquarters parking garage/basement area. All individuals seeking access are required to have proper identification for authorized unescorted access to enter the BPA Headquarters or 911 building.
3. Conduct general and emergency access control and prevent unauthorized intrusions.
4. Observe for unusual or suspicious activity, vehicles and items and immediately report all such activity to the Post 1, who, in turn, will make appropriate notifications to the security supervisor, FPS, Contract Manager, and OSCO.
5. Inform all visitors that firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If it is determined that any individual is carrying a weapon or other prohibited contraband, the situation will be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident will immediately be reported to the security supervisor, FPS, Contract Manager, and OSCO.
6. Coordinate with Post 9 to conduct periodic exterior building patrols of the Eastside Federal Complex (905 and 911 buildings). When the Post 9 officer is unarmed in accordance with section B.4.B. "Exclusions," these patrols will be conducted only along the west side of the building, from NE Lloyd Blvd. to NE Holladay, with Post 8 keeping in visual contact with Post 9. When Post 9 is armed, these patrols shall extend to the full perimeter of the building as long as radio contact is properly maintained. The frequency of these patrols will be dictated by circumstances and may be adjusted by OSCO.
7. Assist Post 9 with conducting vehicle inspections according to current procedures as provided by OSCO. Assist Post 9 with screening non-badged individuals entering the garage with limited access (e.g. – authorized vendors and delivery personnel).
8. Utilize any additional equipment that is introduced by OSCO for the screening and/or verification of personnel entering the facility.

## B.12.9. HEADQUARTERS COMPLEX SECURITY POST 9

### A. Description of Post

This is a one-person post occupied by an armed, uniformed security officer generally 10 hours per day, Monday through Friday, excluding designated government holidays. This post is located on N.E 9<sup>th</sup> Street on the West side of the Headquarters building at the garage entry ramp. Along with Post 8, this post serves as the primary access control point for vehicular entry into the Headquarters garage. This officer will be trained and competent to operate the bollard system during normal and emergency operations according to section B.8. of this SOW. This officer will be equipped with all standard equipment plus a reflective vest and other equipment necessary to perform the required security services. The officer assigned to this post will be capable of assuming the duties of Post 8. This post may be unarmed in accordance with section B.4.B. "Exclusions". The primary responsibility of this post is to verify, process, inspect, control, and monitor visitor and delivery vehicular traffic entering the building via the basement ramp entry on NE. 9<sup>th</sup> Avenue.

### B. Designated Shift

Monday thru Friday, generally 0600 to 1600, except designated government holidays. Hours of operation may be modified under approval of the COTR.

### C. Post Duties

1. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
2. Verify, process, screen, control, and monitor visitor and delivery vehicular traffic entering the building via the basement ramp entry on NE. 9<sup>th</sup> Avenue.
3. Conduct vehicle and personnel screening according to current procedures as provided by OSCO. Permit access to delivery vehicles to the B-1 loading dock for discharging cargo according to current procedures as provided by OSCO. When necessary, assist trucks and other vehicles in backing up to the loading dock.
4. Ensure that only authorized personnel gain entry into the BPA Headquarters parking garage/basement area. All individuals seeking access are required to have proper identification for authorized unescorted access to enter the BPA Headquarters or 911 building.
5. Conduct general and emergency access control and prevent unauthorized intrusions.
6. Observe for unusual or suspicious activity, vehicles and items and immediately report all such activity to the Post 1, who, in turn, will make appropriate notifications to the Security Supervisor, FPS, Contract Manager, and OSCO.
7. Inform all visitors that firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If it is determined that any individual is carrying a weapon or other prohibited contraband, the situation will be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident will immediately be reported to the security supervisor, FPS, Contract Manager, and OSCO.
8. Coordinate with Post 8 to conduct periodic exterior building patrols of the Eastside Federal Complex (905 and 911 buildings). When the Post 9 officer is unarmed in accordance with section B.4.B. "Exclusions," these patrols will be conducted only along the west side of the building, from NE Lloyd Blvd. to NE Holladay, keeping in visual contact with Post 8. When Post 9 is armed, these patrols shall be extended to the full perimeter of the building as long as radio contact is properly maintained. The frequency of these patrols will be dictated by circumstances and may be adjusted by OSCO.
9. Utilize any additional equipment that is introduced by OSCO for the screening and/or verification of personnel entering the facility.

## **PART C – SUPPORTING INFORMATION**

### **C.1. PERFORMANCE ASSURANCE**

The Contractor shall establish a performance assurance, or quality assurance, program that ensures personnel performing duties under this contract have the appropriate knowledge, skills, and abilities to perform work in both corporate and industrial security functions; personnel are screened to meet the highest level of integrity to perform security-related duties; personnel are able to meet extensive background checks and security clearance standards; personnel meet appropriate physical capability/readiness levels associated with security-related duties; personnel retention is addressed to maintain continuity of personnel and a low employee turnover rate. This performance assurance, or quality assurance, program may be a pre-existing program employed by the Contractor; however it must meet any additional specific requirements outlined within this statement of work. Upon award of the contract, the Contractor shall provide to the COTR documentation of their performance assurance, or quality assurance, program and how their program meets these elements.

Additional BPA-specific elements necessary for this contract are outlined below. The Contract Manager shall have the over-arching responsibility for ensuring all BPA-specific elements of the Performance Assurance Program outlined below are met.

#### **A. Training Elements**

##### **1. Job Task Analysis (JTA)**

- a. A JTA shall be developed for all security posts within 90 days of the award of the contract.
- b. JTA's shall be reviewed and updated a minimum of annually. Reviews shall be documented by the Contractor.
- c. The JTA will serve as the basis for individual security post training as well as security post certifications.

##### **2. Security Post Certifications**

- a. The Contractor shall develop methodology, requirements, documentation methods, and testing material to conduct initial security post certifications as well as annual (recurring) security post certifications to be implemented within 90 days of the award of the contract.
- b. At a minimum, initial security post certifications shall include task knowledge/task performance certification based on the applicable security post JTA as well as written testing. This shall apply for new hires and for existing security officers newly assigned to a security post.
- c. Annual security post certifications shall include a minimum of written testing for all security officers.
- d. Security post certification methodology shall be hierarchical and approved by the COTR.

#### **B. Self Assessments**

1. The Contractor shall conduct annual self assessments relating to security posts, post duties, and security training, security firearms training, and firearms safety. Self assessments will be conducted under the guidance of OSCO.
2. Self assessments will identify findings, if applicable, and corrective actions.
3. The Contractor shall track and follow-up on corrective actions in an effort to close identified findings.
4. The Contractor shall notify the COTR upon the initiation of a self assessment and shall provide to the COTR the written self assessment report within 14 business days of the assessment completion.

### C. Performance Testing

1. The Contractor shall develop methodology in cooperation with OSCO to implement, document, and maintain performance testing (e.g. security exercises and limited scope performance tests) for the security force that can be carried out by any of the following: designated OSCO personnel, the Contract Manager, or designated security supervisors.
2. Performance testing methodology shall include an applicable safety plan and shall be approved by the COTR before implementation.
3. Performance testing methodology shall be finalized for approval within 120 days from the award of the contract.
4. Once finalized and implemented, written records of performance testing shall be forwarded to the COTR.
5. Performance testing shall be performed a minimum of twice a month and documented. Documentation shall include evaluation criteria/objectives, results, and corrective actions needed, if applicable.
6. FPS may conduct random performance tests of the BPA contract security force for the BPA Headquarters building. The Contractor shall provide full participation with FPS and OSCO when these types of tests are conducted.

### C.2. DISCLOSURE OF INFORMATION

- A. Neither the Contractor nor any of its employees will disclose or cause to be disseminated any information concerning the operation of any BPA facility which could result in or increase the likelihood or the possibility of a breach of security or the activity therein, or interrupt the continuity of its operations. Disclosure of information relating to the services hereunder to any person not entitled to it and approved by OSCO, or failure to safeguard any sensitive or classified information that may come to the contractor, or any person under its control in connection with work under this contract, may subject the Contractor or its employees to criminal liability. (Refer to 18 USC 793, 798.)
- B. All inquiries, comments, or complaints arising from any matter observed, experienced, or acquired as a result of or in connection with the performance of this contract and the resolution of which may require the dissemination of official information, will be directed to the COTR. Deviations from or violations of any of the provisions of this subsection may result in contract termination for default. Contractor employees shall not make statements to the news media without the approval of the COTR.
- C. The Contractor shall follow all policies and procedures associated with information pertaining to the Privacy Act of 1974 and shall follow BPA Information Protection Program standards associated with Official Use Only (OUO) information, Critical Information (CI), or Critical Cyber Asset Protected Information (CCAPI).

### C.3. PERFORMANCE EVALUATIONS

The CO and COTR shall meet with the Contractor in-person not less than annually to discuss results of BPA quality control findings and overall performance. The CO may request that the Contractor take additional steps to improve both, overall performance and adherence to submitted plans. Non-adherence to submitted plans may reflect negatively during annual performance evaluation and/or result in BPA taking other contractual remedies. BPA shall use performance evaluations as a factor to determine whether to exercise any available option and/or as a factor to determine whether to award any future contract(s).

# UNIT 4.2 — STATEMENT OF WORK FOR ROSS COMPLEX, EUGENE STARR COMPLEX, AND MUNRO CONTROL CENTER

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## PART A – GENERAL INFORMATION

### A.1. INTRODUCTION

This Statement of Work is for the acquisition of armed security officer services at the Bonneville Power Administration's (BPA) Ross Complex, located in Vancouver, Washington; Eugene Starr Complex, located in The Dalles, Oregon; and other BPA facilities or properties as security needs arise.

BPA has determined that the services provided under this contract are commensurate with the duties of a Guard I (limited use of Guard I), Guard II, and Alarm Monitor as defined under the Protective Service Occupations category of the Department of Labor (DOL) document titled, "Service Contract Act Directory of Occupations." Therefore, services offered by the contractor must stipulate utilization of Guard I and Guard II personnel exclusively. Any employment of Guard I personnel during the performance of the contract other than that specified in the Statement of Work and allowed by the temporary waiver outlined in section B.4.B. *to Exclusions to Armed Certifications and Credentials* may be considered grounds for termination for default.

This Statement of Work (SOW) is for the sole use of the security services provider and Bonneville Power Administration in order to administer this security services contract. All information, procedures, requirements, instructions and descriptions of duties contained in the SOW shall be protected from unauthorized disclosure, distribution, copying, other duplication, electronic transmission, and any other form of unauthorized use. This SOW shall not be provided in part or in full to any person, company, agency, representative or any other element not directly connected with this contract without the express written consent of the Contracting Officer. This document is identified as Critical Program Information (CPI).

### A.2. BACKGROUND

The Bonneville Power Administration (*hereinafter referred to as "BPA"*) is a federal agency, under the U.S. Department of Energy, that markets wholesale electrical power and operates and markets transmission services in the Pacific Northwest. The wholesale electrical power marketed by BPA comes from 31 federal hydro projects in the Columbia River Basin, one nonfederal nuclear plant and several other small nonfederal power plants. BPA's customers include publicly owned and investor-owned utilities, as well as some large industries. BPA also sells or exchanges power with utilities in Canada and the Western United States. Revenue earned by BPA helps it fulfill public responsibilities that include low-cost and reliable power and investments in energy conservation and renewable resources. BPA also funds the region's efforts to protect and rebuild fish and wildlife populations in the Columbia River Basin.

As a major provider of electrical power throughout the northwest, BPA and its resources are designated as critical assets under the national energy infrastructure covered by Presidential Decision Directive 63 (PDD-63), issued by the Clinton administration in 1998. The original purpose of PDD-63 was to require federal agencies to ensure the continuity and viability of physical and computer-based systems essential for minimal functioning of the U.S. government and economy in case of a terrorist attack. Following the terrorist acts of September 11, 2001, PDD-63 was superseded by HSPD-7 (Homeland Security Presidential Directive No. 7), issued by President George W. Bush to update policies intended to protect the country from terrorist attacks.

Under HSPD-7, federal departments and agencies are required to develop methods and technologies to protect all critical infrastructures and key resources of the government and economic sector. The primary intent of HSPD-7 is to prevent the exploitation, incapacitation, or destruction of these infrastructures and resources. Accordingly, national resources such as BPA's hydro-electric grid are deemed critical to the economic prosperity, national defense, and quality of life of the United States. Therefore, BPA seeks a partnership with a security provider who is equipped and prepared to play a valuable role in helping BPA protect a vital portion of our nation's critical energy infrastructure.

### A.3. PLACE OF PERFORMANCE

The Contractor shall perform security services at the Bonneville Power Administration's (BPA's) facilities at the following locations:

- A. BPA Ross Complex, located at 5411 NE Highway 99, Vancouver, Washington.
- B. Eugene Starr Complex, located in The Dalles, Oregon.
- C. Munro Control Center, located in Mead, Washington.
- D. Other locations as deemed necessary by BPA.

A.4. GOVERNMENT-FURNISHED MATERIALS AND EQUIPMENT

- A. Facilities, workstations, computers, printers, and other associated equipment will be provided for security officer and security supervisor use under this Contract.
- B. Maps, floor plans and procedures will be provided to the Contractor as needed for distribution to appropriate posts and personnel. The Contractor will be responsible for maintaining these materials in the post books. The contractor will protect this information in accordance with BPA Information Protection Program standards.

A.5. CONTRACTOR-FURNISHED MATERIALS AND EQUIPMENT

The Contractor shall furnish all training, personnel, uniforms, equipment, materials, and supervision to maintain the physical security of BPA buildings and employees located at locations where services are performed.

- A. The Contractor shall provide the following items of operational equipment:
  - 1. One hand-held portable public address system with batteries for each of the following locations: Ross and Eugene Starr.
  - 2. One hand-held, battery-operated spotlight with batteries for each of the following locations: Ross and Eugene Starr.
  - 3. Sufficient radio/cell phone equipment, to maintain contact with security officers and Facilities personnel at each of the following locations: Ross and Eugene Starr.
  - 4. Sufficient radio/cell phone equipment to maintain contact with deployed security officers.
  - 5. One (1) each 800 MHz capable hand held radio to be compatible with assigned frequencies as determined by BPA to be maintained at the local office and all security posts of the Ross Complex. Additionally, the contractor shall provide one handheld 800 MHz unit per each vehicle patrol at Ross. Additionally, a base station on the 800 MHz frequency shall be provided to Ross Post 9, Ross Post 2, and as other needs occur.
  - 6. A copy of Emergency Procedures and any call-out rosters for the Ross Complex, Eugene Starr Complex, and Park Place office complex shall be furnished by BPA and shall be maintained by the Contractor at each site. These documents shall be protected in accordance with BPA Information Protection Program standards.
  - 7. Vehicles
    - a. Ross Complex
      - i. Three Vehicles, two for patrol and one for supervision.
      - ii. All are to be 4-wheel drive, compact, extended cab pickup truck or SUV.
      - iii. Est. Mileage for patrol vehicles (2 each): 22,000 each, per year.
      - iv. Est. Mileage for supervisor vehicle: 35,000 Per year.
    - b. Park Place office complex (when post is activated)
      - i. One vehicle for patrol duties.
      - ii. Mini Van, compact sedan, or similar.
      - iii. Est. Mileage: 7,000 miles per year.

- c. Eugene Starr Complex
    - i. One vehicle for patrol use.
    - ii. 4-wheel drive, compact, extended cab pickup truck or SUV.
    - iii. Est. Mileage: 30,000 Per year
  - d. Spare Deployment Vehicle
    - i. Two spare vehicles shall be available at all times for emergency deployments to various BPA facilities or higher threat conditions. One spare vehicle may be used/located at Eugene Starr.
    - ii. 4-wheel drive, compact, extended cab pickup truck or SUV.
    - iii. Est. Mileage (2 each): 6,000 per year.
8. The color of the patrol vehicles shall be indicative with security or law enforcement-type vehicles. Doors on each side of the vehicles shall be marked as a security vehicle. In addition to other items deemed necessary by the Contractor, the vehicles will be equipped as follows:
- (a) Light bar with flashing amber lights and right and left side "alley" lights.
  - (b) Spot light (mounted or hand-held portable):
  - (c) Spare tire and tools.
  - (d) Traction devices or tires.
  - (e) Jumper cables.
  - (f) First Aid kit with protective gloves and medical waste receptacle.
  - (g) Emergency flares.
  - (h) Vehicle mounted radios.
  - (i) Fire extinguisher.
9. All vehicle proposals upon initial award of the BPA contract shall be approved by the COTR. Consideration for the selection of patrol vehicles shall include area inclement weather conditions, operating terrain, fuel economy, vehicle purpose, etc. Any exceptions, changes, or modifications to vehicle requirements during the contract shall be approved by the COTR and CO. Refer to Federal Standard 307 for further guidance.
10. Uniforms shall be of professional appearance, color-coordinated police/security style uniforms that are standard issue by the Contractor and worn by all security officers and security supervisors. The uniforms for security officers and security supervisors assigned to the Eugene Starr Complex or assigned for deployment purposes shall be a tactical uniform (e.g. – 5.11 Tactical Series or similar) in the color of Khaki.
11. The following items of clothing and equipment shall be issued to and placed in the care and custody of each employee. Adjustments or changes to these requirements must be approved by the COTR:
- a. Rain and cold weather gear as required.
  - b. A name tag that is professional in appearance with the first initial and last name of the officer to be worn in a consistent location on the uniform.
  - c. Duty belt with minimum level II retention holster, magazine pouch, handcuff pouch, and other equipment approved by the COTR.
  - d. Black security or police style duty boots or shoes. Tan security or police style duty boots may be issued for Eugene Starr uniforms and deployment uniforms. (See section I below for additional information on required boots.)
  - e. Black gloves. Tan gloves may be issued for Eugene Starr uniforms and deployment uniforms.
  - f. Whistle.
  - g. Security badge meeting requirements of Oregon and Washington laws.
  - h. Ballistic body armor meeting U.S. Department of Justice National Institute of Justice Standard 0101.03, Classification Type II-A.
  - i. Sufficient numbers of uniform pants, short sleeve shirts, and long sleeve shirts for each officer to maintain uniform cleanliness and professional appearance.
  - j. Security/law enforcement style jacket, with high visibility security identification.
  - k. OC spray pouch.

- I. All appropriate OSHA required safety equipment, such as, but not limited to, CPR protection equipment, latex safety gloves, etc. This includes applicable lace-up, over the ankle, rigid sole and heel safety toed boots meeting the ASTM F 2413-05, Class 75 with EH rating for electrical hazard protection for personnel working in energized areas or on deployment.
12. At a minimum, the following items of equipment shall be issued to security officers at the start of each shift. Additional items deemed necessary by the Contractor must be approved by the COTR:
  - (a) Handcuffs and handcuff key.
  - (b) OC Spray.
  - (c) Flashlight.
  - (d) Glock 22 Pistol.
  - (e) Three fully loaded Magazines, one round for the chamber. Magazine capacity will be the maximum allowed by law.
  - (f) Radio or other means of communication as required.
13. The Contractor shall provide secure and lockable cabinets at each BPA location where the Contractor's weapons are stored. Information pertaining to weapons storage cabinets shall be submitted to the COTR for approval upon award of the contract.
14. The Contractor shall provide approved bullet containment devices at each BPA location where Contractor weapons are issued.
15. All Contractor-provided equipment shall be appropriately marked and identified as belonging to the Contractor.

A.6. FEDERAL HOLIDAYS

BPA observes the following Federal Holidays:

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25

A.7. ACRONYM DEFINITIONS

Acronyms:

HSPD: Homeland Security Presidential Directive

PACS: Physical Access Control Systems.

WSO: Weapons Safety Officer. A security officer or security supervisor who is knowledgeable, trained, and designated to oversee weapons issuing and arming/disarming of personnel for shift change purposes.

A.8. DOCUMENTATION

DOE Order Order 470.4b, Appendix B, Sections 1, "Facility Clearances and Registration," and 2 "Foreign Ownership, Control or Influence (FOCI)."

<https://www.directives.doe.gov/directives/0470.4-BOrder-b/view>

Executive Order 12829  
<http://www.archives.gov/isoo/policy-documents/eo-12829.html>

HSPD-7  
<http://www.dhs.gov/homeland-security-presidential-directive-7>

HSPD-12  
<http://www.dhs.gov/homeland-security-presidential-directive-12>

NERC CIP Standard 006  
<http://www.nerc.com/page.php?cid=2|20>

Oregon Department of Safety, Standards, and Training (Oregon DPSST)  
<http://www.oregon.gov/DPSST/PS/pages/index.aspx>

Oregon Revised Statutes  
<http://www.leg.state.or.us/ors/>

Privacy Act 1974  
<http://www.justice.gov/opcl/privstat.htm>

Revised Code of Washington (RCW)  
<http://apps.leg.wa.gov/rcw/>

SF 328  
[http://hss.doe.gov/HQSecOp/foreign\\_ownership/FOCI\\_SF328\\_INSTRUCTIONS.pdf](http://hss.doe.gov/HQSecOp/foreign_ownership/FOCI_SF328_INSTRUCTIONS.pdf)  
<http://www.gsa.gov/portal/forms/download/116246>

U.S. Department of Justice National Institute 0101.03 Classification Type II-A  
[www.ncjrs.gov/pdffiles1/nij/189633.pdf](http://www.ncjrs.gov/pdffiles1/nij/189633.pdf)

Washington State Criminal Justice Training commission (WSCJTC)  
<https://fortress.wa.gov/cjtc/www/>

Washington State Department of Licensing  
<http://www.dol.wa.gov/business/securityguards/sggetarmed.html>

18 USC 793  
<http://codes.lp.findlaw.com/uscode/18/l/37/793>

18 USC 794  
<http://codes.lp.findlaw.com/uscode/18/l/37/794>

## **PART B – WORK AND SERVICE REQUIREMENTS**

### **B.1 GENERAL REQUIREMENTS**

The overall purpose of this contract is to provide an aggregate of approximately 58,096 hours of security officer services and approximately 8,736 hours of supervisory services annually for BPA's Ross Complex, Eugene Starr Complex, and other BPA facilities as addressed in this SOW. Additional security services, to include security officer deployments, may be requested by BPA for special events, higher threat conditions, emergency services, etc. It is projected that approximately 1,400 hours will be used annually for additional security services on an as-needed basis. Other administrative positions are described in section B.16. The security services under this contract include but are not limited to the following:

- Armed guard services.
- Protection of employees, facilities and property.
- Access control, including screening of visitors, vehicles, packages.
- Issuance of visitor badges and enforcement of BPA's ID badge policies.
- Alarm Monitoring Station - operation and monitoring of security alarm systems and CCTV systems across geographically dispersed locations. This also includes operation and monitoring of automated access controls.
- Observation of building and fire warning systems and HVAC system warning panels and controls.
- Incident and alarm response.
- Vehicle patrols of surrounding areas and interior and exterior foot patrols at designated locations.
- Application of compliance-based security requirements, to include maintenance of records associated with compliance requirements.
- A limited number of contract physical security specialists assigned to BPA's Physical Security Team to assist with Physical Security programs and development and implementation of compliance-based security processes and procedures.

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

The Eugene Starr Complex, located in The Dalles, Oregon, consists of high voltage substations, equipment maintenance shops and other related support facilities on an 850 acre parcel of land approximately one mile south of The Dalles, Oregon.

The BPA Park Place office complex consists of one or more office buildings leased by BPA and other tenants in east Vancouver. Office space leased by BPA at the Park Place office complex changes as office space needs change within the agency. Patrol coverage for this facility is currently supported by security officers from the Ross Complex as outlined in this SOW.

BPA is currently projecting an expansion of its Munro Control Center, located in Mead, WA, in April of 2014. The completed expansion will result in the need for security services at this facility. It is estimated that approximately 10,816 guard hours will be needed at this facility when the expansion is completed. These additional guard hours will be requested by the Contractor through a Contract Modification. Refer to Part D of this Statement of Work for further information.

BPA's security force is comprised of numerous posts including stationary access control, vehicle inspection, visitor processing, alarm monitoring, and foot and vehicle patrols. Some posts will be twenty-four hours per day, seven days per week (24/7). The number, hours, and specific duties of these posts and positions are described in Sections B.12. through B.16.

BPA reserves the right to assess security post needs and requirements as the security environment, contingency operations, and security needs change for the agency. In doing so, BPA may elect to add, eliminate, or modify security posts, post duties, or post hours associated with this contract; or BPA may

activate security posts identified within this SOW that are currently identified as not active. Changes to security posting will be coordinated with the Contractor and the Contracting Officer and will be executed through a contract modification with the issuance of an updated SOW and signed by both the Contracting Officer and Contractor.

## B.2. SECURITY CLEARANCE REQUIREMENTS

At a minimum, one of the contractor's principals and one supervisor shall have a DOE L (SECRET) security clearance or the L clearance in progress immediately following the award of the contract. After the effective date of the contract, either the cleared principal or a cleared supervisor shall be available on a 24-hour basis. Changes in Security clearance requirements will be addressed as needed. In general, BPA will coordinate with the Contractor to obtain DOE L clearances for a sufficient number of Security Supervisors as determined by the COTR. The Contractor will notify BPA immediately upon discovery of circumstances that would impact the security clearance of an employee.

- A. Prior to being issued a Department of Energy (DOE) identification badge, employees of the Contractor will be required to accomplish the appropriate Personal Identity Verification (PIV) documentation that is required under Homeland Security Presidential Directive 12 (HSPD-12). The PIV process will occur through the Personnel Security organization within BPA's Office of Security and Continuity of Operations (OSCO), who will supply the Contractor the necessary information and forms for this process. Employees of the Contractor will use the issued DOE ID badge for entry into the BPA Headquarters. Proximity cards may also be programmed and issued to security officers for access to other electronically controlled areas.
- B. Prior to award of this contract, the Contractor shall furnish to the Contracting Officer or COTR:
  - 1. A Certificate of Authority from the Corporate Division of the Oregon State Department of Commerce or Washington State Department of Commerce.
  - 2. A Certificate of Good Standing from the state in which the firm is incorporated.
  - 3. A facility security clearance from HQ, U.S. Department of Energy pursuant to Executive Order 12829.
  - 4. SF 328, Certificate Pertaining to Foreign Interests (or current form).
- C. The Contracting Officer (CO) will review the credentials of applicants proposed by the Contractor and reject any employee that, in the opinion of the Government, is not suitable for this contract. Under these circumstances, an appeals process will be provided to the Contractor.
- D. The Contractor shall follow all requirements described in DOE Order 470.4b, Appendix B, Sections 1, "Facility Clearances and Registration," and 2 "Foreign Ownership, Control or Influence (FOCI)."

## B.3. STANDARD OPERATING PROCEDURES

The Contractor shall draft and provide to the COTR within 90 days after the start of this contract, Standard Operating Procedures (SOP's) for the Contractor's operational and administrative use. Standard Operating Procedures (SOP's) for the Contractor's operational and administrative use. BPA will provide information pertaining to procedures and policy in order to assist the Contractor with SOP development.

### A. Contents of SOP

The following examples are provided for consideration but specific sections will be identified by OSCO and the Contract Manager.

- 1. Uniforms and standards of appearance.
- 2. Weapons and equipment issue, safety procedures and accountability.
- 3. Functions and duties of the security officers.
- 4. Security officer authority.

5. Apprehension policies and procedures.
6. Response to bomb threats or suspected IED.
7. Response to intrusion alarms.
8. Response to unauthorized individuals.
9. Response to discovery of prohibited items.
10. Response to fire alarms.
11. Customer Service and Diversity Awareness Training
12. Access requirements with ID badge, including visitors.
13. Response to robberies and other violent crimes.
14. Providing motorist assistance.
15. Providing escort services to employees.
16. Radio communications procedures.
17. Enforcement of BPA motor vehicle regulations.
18. Use of force.
19. Report writing.
20. Traffic accident investigation.
21. Disaster Preparedness (include building evacuation procedures and shelter in place).
22. Lost and found property.
23. Building/Gate Security Checks.
24. CCTV monitoring procedures.
25. Alarm monitoring/response procedures.
26. Federal security alert procedures and levels of alert.
27. Familiarization with current issued Post Orders, Access Restrictions (Security Alerts and Termination Advisories), Operations Bulletins, Special Notices, etc.
28. Vehicle inspection techniques and practices for detecting bombs or other dangerous materials.
29. Personnel screening procedures (inspection of personnel, hand carried items, etc.).

#### B. SOP Distribution

The Contractor shall maintain current copies of applicable SOP's at each site.

#### C. SOP Training and Familiarization

Prior to assignment to any post, the Contractor shall provide each new employee training sufficient to ensure a general familiarization of all BPA Posts and SOP's. The Contractor shall provide post specific training sufficient to ensure that the officer assigned to a post is thoroughly trained, knowledgeable of the post SOP's and capable of performing all duties associated with the post. The Contractor shall ensure that an officer assigned to a given post is also familiar with the duties of other posts that have operational interdependencies. Training will be recorded in individual Officer Training Manuals.

#### D. SOP Review Requirements

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

The Contractor shall maintain adequate records as noted in B.7.B.18. Results of quarterly evaluations shall be provided to the COTR upon request. These results may also be used to determine future training requirements.

#### E. SOP Updates

The Contractor shall conduct annual reviews of SOP's and shall maintain a record of these reviews. The Contractor shall provide the COTR with updates and changes to SOP's as they occur and will incorporate change recommendations or requirements involving security operations from OSCO.

#### B.4. CERTIFICATIONS AND CREDENTIALS

##### A. Armed Certifications and Credentials

BPA's security program utilizes armed security officers. The Contractor shall comply with the Revised Code of Washington, Washington State Criminal Justice Training Commission regulations, and the Washington Administrative Codes regarding the licensing of Private Security companies and security officers. Additionally, the Contractor shall fully comply with Oregon Revised Statutes, Oregon Department of Public Safety Standards and Training and Oregon Administrative Rules. Each armed security officer assigned to Washington facilities shall be licensed as a Washington Armed Private Security Guard. Each armed security officer assigned to Oregon facilities shall be licensed as an Oregon Armed Private Security Officer. Authorized Guard 1 (unarmed officers) shall be licensed as unarmed security officers in the state that the officer is assigned. All supervisors shall be licensed in both Oregon and Washington states as armed security officers. Each armed security officer assigned to the Eugene Starr Complex will be dual certified in both Oregon and Washington in order to support BPA deployments or operations. Other security officers may be dual-certified in order to support BPA deployments as indicated in section B.15., or other security needs, within BPA's service area. Security supervisors and security officers shall carry their licenses with them at all times while on duty. During the length of this contract, DOE Protective Force requirements will be assessed by the Contractor for feasibility of implementation when conducting self assessments as identified in section C.1. of this SOW.

##### B. Exclusions to Armed Certifications and Credentials:

This exclusion policy involves a temporary waiver of allowing licensed unarmed security officers to occupy designated posts while the administrative process for the armed license is completed. Under this policy, the contractor may use unarmed security officers only as specifically authorized by the COTR or designated representative from BPA's Office of Security and Continuity of Operations. It is expected that officers used under this exclusion policy will have completed all requirements for armed license including a successful qualification course of fire conducted and certified prior to assignment to these posts. In addition, the Contractor shall ensure that prior to assigning an officer to a post; the officer will have received the appropriate training and can demonstrate the knowledge, skills, and abilities to effectively conduct operations for the assigned post. The following posts may be used for this purpose for a period of no more than 30 days unless otherwise noted or approved by the CO/COTR:

1. Ross Post 2 day shift (Ross Complex Construction Services Building).
2. Park Place office complex Post 1. (Only if this post is activated by BPA. This currently is not an active post.)
3. Eugene Starr Complex Post 1, day shift only, not to exceed 45 days unless approved by the COTR.

#### B.5. CONTRACTOR FURNISHED TRAINING

The Contractor shall develop a Job Task Analysis (JTA) and identify general training needs as well as post-specific training needs under this contract. JTA's and post certification processes shall be fully established and utilized within 90 days of the award of the contract. JTA information shall be used to develop post certification training and an overall annual training plan, which the Contractor shall provide annually to the COTR. The Contractor shall be responsible for providing pre-employment training as necessary to ensure all requirements listed under B.4.A. *Armed Certifications and Credentials* and B.5.1. below are fulfilled prior to any officer being placed on duty with this contract. Post employment training is defined as proficiency training and certification conducted after initial employment. Post employment training shall be conducted in accordance with section B.5.2. Pre-employment and post-employment training shall be conducted and certified/documented at no additional cost to Bonneville Power Administration.

##### B.5.1. PRE-EMPLOYMENT TRAINING

Certification of completion of pre-employment training and licensing requirements for new hire employees shall be furnished to the COTR prior to the employee performing duties under this contract. This

notification may be in the form of an official letter, memorandum, or E-mail to the COTR. All officers shall be required to complete the following training prior to assignment on post:

- A. Oregon and/or Washington State licensing requirements, including successful completion of a firearms qualification course of fire, shall be conducted and certified by the Contractor prior to using post employment and other training allotments identified in this contract.
- B. Orientation training and task performance demonstration certification regarding the proper use and techniques for handcuffing as well as proper use and techniques for OC/pepper spray. The training shall also address the use of application of handcuffs and OC/pepper spray at appropriate use of force levels. This training shall be performed by a trainer credentialed as an instructor for less-than-lethal/use of force through Oregon or Washington State certification, or through other certification means approved by the COTR (e.g. – master use of force instructor certification, etc.). At the option of the Contractor, orientation training for handcuffs and/or pepper spray may be waived if a new-hire security officer can provide documentation of training for handcuffs and/or OC/pepper spray occurring within 6 months of hire related to a previously held security, military, or law enforcement position. Such documentation shall become a part of the security officer's training record for pre-employment training.
- C. Red Cross or equivalent certification for First Aid and CPR, to include use of automated external defibrillator (AED).
- D. Prior to assigning a new-hire to any post, the Contractor shall provide the employee sufficient training to ensure a general familiarization of all BPA Posts and SOP's. The Contractor shall also provide post training and certification sufficient to ensure that the officer assigned to a post is trained, knowledgeable of the SOP's for the respective post, and capable of performing all duties associated with the post. Initial security post certification shall be completed within 30 days of the new hire's initial post assignment. The Contractor shall also ensure that an officer assigned to a given post is familiar with the duties of other posts that have operational interdependencies.

#### B.5.2. POST EMPLOYMENT TRAINING AND OTHER TRAINING ALLOTMENTS

##### A. Post Employment License and Certification Refresher

1. The Contractor shall provide refresher training to ensure all officers remain certified and qualified under requirements stated in section B.4.A. *Armed Certifications and Credentials*. This requirement includes approximately four (4) hours annual range training and successful completion of firearms qualification course of fire for the state in which the officer is licensed.
2. American Red Cross or equivalent CPR and First Aid training shall be conducted as required to maintain certifications. AED training shall be conducted annually for all officers.
3. Annual security post certifications for security officers shall be accomplished through a process developed by the Contractor and approved by the COTR. The intent of post certifications is to ensure security officers retain current knowledge, skills, and abilities to adequately perform in the roles they are assigned. Initial security post certifications shall apply for currently employed security officers being assigned to perform duties at a new security post.

##### B. Firearms Training (16 hours)

The training outlined in this section is required in order to develop and maintain the firearms skills of security officers and supervisors assigned to this contract. This 16-hour block of training shall not include pre-employment or remedial training for officers who fail to qualify per state requirements. For remedial training see "Remedial Training". To the extent possible, the Contractor shall incorporate elements of established Department of Energy training for firearms.

###### 1. Frequency of Training

Firearms training shall be conducted quarterly in four (4) hour blocks. The Contractor may combine up to two blocks of training to be conducted in a single quarter to provide skills

development for current licensed and qualified officers assigned to this contract. To the extent possible, it is expected that firearms training will be conducted in regular intervals throughout the year in order to limit the degradation of firearms skills from year to year.

## 2. Live Fire Range Training

A comprehensive firearms safety briefing shall be provided to all officers prior to commencement of firearms training (refer to section B.7.1.B.). All officers shall be required to meet the following minimum firearms proficiency qualifications and training requirements.

- a. Using the state or other course of fire approved by the COTR, qualify one additional time, approximately 6 months after state required licensing is completed. This can be in conjunction with the quarterly live fire training. All qualifications and attempts will be documented pass or fail and the score on a permanent record and will be available to the COTR upon request.
- b. All officers shall attend not less than four hours of live fire range training approximately every 3 months (except as noted for combining two 4 hour blocks). One 4 hour block of training shall be in the form of Confrontation Simulation (ConSim) training, or other forms of training approved by the COTR.
- c. The Contractor may combine up to two (2) quarterly training blocks for a total of 8 hours of training to be conducted within one quarter for officers who may need a more focused, longer block of training (see B.5.2.B.1. "Frequency of Training"). This allowance may be used one time per officer per year for officers assigned to this contract needing such training. Upon request, the Contractor shall provide documentation to the COTR of all officers who receive quarterly combined training.
- d. Training hours may not be distributed from one officer to another.
- e. Each quarterly block of firearms training shall have clearly defined goals and objectives. Each officer will be required to demonstrate satisfactory understanding and ability to perform the objectives of the training. Officers will receive adequate coaching and instructor guidance during the training. The Contractor shall maintain a record documenting the goals and objectives of each quarterly training session and provide these to the COTR upon request. The COTR shall be notified in writing of the results of all officers that failed to demonstrate satisfactory skill levels with the elements of the provided training. During the quarterly training periods the focus of training may be on one or more of the below listed elements or additional elements proposed by the Contractor and approved by the COTR.

- (1) Use of cover
- (2) Moving with a firearm
- (3) Shooting on the move
- (4) Low light shooting principles
- (5) Decision scenarios/confrontation-simulation

## C. Remedial Firearms Training

### 1. Failing State Licensing Qualification Course of Fire

If at any time an officer or supervisor fails the required state licensing qualification course of fire, either for license renewal or in conjunction with the six month requirement noted in B.5.2.B.2. "Live Fire Range Training", Bonneville Power Administration will consider the officer as not in compliance with the provision listed in the Statement of Work B.4.A. "Armed Certification and Credentials." The Contractor shall notify the COTR as soon as practical of any officer who fails a qualification course of fire. The Contractor shall have a period of 45 days to conduct needed remedial training in order to bring the officer into compliance with this Statement of Work without additional cost to the Bonneville Power Administration. If the officer is not brought into compliance within the 45-day grace period, the officer will no longer be eligible to be posted as a

security officer on this contract. The COTR may waive this requirement or extend the grace period if the COTR believes it is in the best interest of BPA.

2. Failing to Meet Quarterly Firearms Training Objectives

Officers who fail to meet quarterly training objectives shall receive remedial training in order to meet those objectives. Prior to attempting a qualification course of fire, the officer shall demonstrate satisfactory understanding and skill level with the subject objectives.

3. Unsafe Firearms Handling

Unsafe firearms handling, negligent discharge of weapon, or any other unsafe acts in conjunction with the handling, training or use of firearms shall be reported to the COTR as soon as circumstances allow. Incidents, such as an accidental discharge, shall have a thorough inquiry accomplished by the Contract Manager and in coordination with OSCO and the BPA Safety Office. A report of the inquiry, to include root cause, remedial actions, and any necessary remedial training shall be provided to the COTR detailing corrective actions to be taken by the Contractor.

D. Defensive Tactics Training (8 Hours)

1. Frequency and Scope Of Training

All officers shall attend 8 hours of defensive tactics training on an annual basis. The training shall consist of the following elements unless otherwise approved by the COTR.

- a. Handcuffing.
- b. OC/Pepper spray refresher.
- c. Take down and apprehension techniques to include force continuum scenarios.
- d. Verbal Crisis Intervention (verbal commands for taking suspects into custody).
- e. Weapons retention.
- f. Officer safety and survival.

E. Other Periodic Training (10 Hours)

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

1. Vehicle inspections techniques, DOE or equivalent.
2. Substation entry permit exam/walk through.
3. OSCO subject briefings as needed.
4. Re-familiarization of applicable emergency and alarm response procedures.
5. Report writing.
6. Post documentation familiarization.
7. NERC CIP requirements and/or procedures.
8. Other security officer procedures.

F. Individual training classes conducted by the Contractor shall include the development of a training plan. Class training plans shall be maintained by the Contractor and made available to the COTR upon request. Upon award of the contract, the class training plan format shall be provided to the COTR for approval. The class training plan shall include the following information (or other information approved by the COTR):

1. Training purpose, scope, and objective.
2. Training methodology.
3. Training resource needs, to include identified instructors.
4. Training schedule.
5. Training curriculum.
6. Training evaluation criteria.
7. After actions report (AAR) upon completion of training. The AAR shall be used to evaluate the success of the training and identify follow-up actions needed.

### B.5.3. ON THE JOB TRAINING/CAREER DEVELOPMENT

#### A. On The Job Training (OJT)

The Contractor shall furnish OJT sufficient to ensure that officers assigned to this contract are knowledgeable and capable of performing the duties associated with this contract. OJT is intended to represent an ongoing and consistent activity usually conducted by a security supervisor or the Contract Manager. This training will address specific needs for conducting the various day to day activities associated with post duties. OJT must be relevant to successful accomplishment of the BPA security mission. OJT will not be considered training in relation to section B.5.2.E. and will generally be conducted at no additional cost to BPA. BPA may request some OJT performed outside of normal duty hours and considered "additional security services." The Contractor will maintain a record and roster of officers completing OJT. The Contractor will provide a certification statement of OJT upon request by the COTR. OJT shall include a review of the contractor's firearms safety training program and DOE Vehicle Inspection Procedures and may include, but is not limited to, the following:

1. Post documentation review.
2. Vehicle inspection techniques.
3. X-ray and magnetometer techniques.
4. Information bulletins, instructions, post operations, Operations Bulletins, etc.
5. Safety information.
6. Supervisory/Management one-on-one training.
7. Security Officer procedures/post procedures.
8. Emergency procedures.
9. Hazardous materials.

#### B. Career Development

US DOE, Bonneville Power Administration and the Contractor may, from time to time, make available certain training material and resources to officers assigned to this contract. Various security-related training courses that carry some accreditation with certain colleges may be included. Some of these courses will be correspondence, computer based CD (compact disk) or web-based. The Contractor shall, as much as practical, allow for the on post study and completion of these courses as long as it does not interfere with the function of the post. When it is not practical for the study to be accomplished on post, the material may be signed out or issued to officers assigned to this contract for home study. This is considered voluntary career development. Use of career development training materials while on post must have the prior approval of the Contract Manager.

### B.5.4. CONTRACTOR REQUIRED TRAINING AND BRIEFINGS

The Contractor may require employees to attend briefings, meetings, training or seminars relating to the specific conditions of employment under which officers are employed with the Contractor. These may include information pertaining to employee performance appraisals, employee benefits, contractor policy, compensation policy, and other issues that arise from time to time. To the extent practical these may be accomplished while the employee is posted on duty. However, the Contractor will exercise due diligence with respect to prudent and reasonable judgment regarding the degradation of the security mission.

### B.6. CONTRACT EMPLOYEE REQUIREMENTS

The Contractor shall ensure that all persons employed in the performance of the contract, prior to assignment to duty meet or exceed the following minimum criteria:

- A. All employees must be U.S. citizens.
- B. All employees must be at least 21 years of age to meet Oregon and/or Washington State armed guard licensing requirements.
- C. All employees must possess a high school education or equivalency certificate.

- D. All employees shall be physically able to perform all assigned armed security officer duties, functions, and activities. Employees performing in armed security officer and Security Supervisor positions shall have the ability to do the following: stand on post for long periods of time (e.g. - an 8-hour shift with applicable breaks required by law); be able to work outdoors during inclement weather or other conditions; be able to walk uneven terrain during foot patrols; be able to legally and safely operate a motor vehicle; be able to lift up to 40 lbs. without assistance; be able to be certified to perform cardiopulmonary resuscitation (CPR) and use an automated external defibrillator (AED); be able to successfully pass firearms qualification and certification without physical assistance, including kneeling and other firing positions.
- E. The Contractor shall ensure that each employee hired to work in the capacity of security officer or security supervisor is given a physical examination without additional cost to the Government or the employee prior to assignment to this contract, and every two years after initial hire, to ensure officers and supervisors are physically able and medically fit to perform their respective duties. When requested by BPA, the contractor shall provide a list of current employees with the date of their last physical examination.
- F. The Contractor shall have a program in place to ensure a drug-free workplace for employees assigned to the BPA contract. In addition, the contractor's program shall include at a minimum, processes for the initial drug screening of new-hire employees and random screening for employees assigned to the BPA contract. Drug screening shall be a 5-panel drug test regimen. DOE will request initial drug screening for contract employees obtaining an initial security clearance. In addition, DOE may randomly request BPA to drug screen a contract employee who holds a DOE clearance. Under these circumstances, the Contractor shall be notified in writing of the request. The Contractor shall then arrange for the initial (for clearance purposes) or random drug screening of the employee through their own established testing facility that is federally qualified to conduct drug screening. A hard copy of the test result shall be made available to the CO upon request and, if necessary, forwarded to DOE for record of compliance.
- G. All employees shall speak English and be literate in English to the extent of reading and understanding printed regulations, detailed written orders, training instructions and materials, and shall be able to compose reports which convey complete information in English. Security officers shall be able to understand and perform basic computer keyboard operations relative to the operation of word processing and e-mail software (e.g. - *MS Word* and *MS Outlook*) and the cardkey access systems utilized by BPA (currently ProWatch).
- H. While on duty with this contract, security supervisors or security officers shall not supervise or attend to any other contract or duties not directly related to the performance of this contract without the written consent and approval of the CO and Chief Security and Continuity Officer. Employees assigned to the contract will not be current government employees.
- I. Part time security officers and security supervisors can be used as follows provided the part time employee meets all requirements and training for the respective position they are covering:
  - 1. May be used in place of full time security officers or supervisors.
  - 2. May be used in emergencies in such cases as illness, higher threat levels, etc.
  - 3. May be used to fill in hours that cannot be otherwise covered by full time officers/supervisors.
- J. Employee Background Checks
  - 1. The Contractor shall provide at no additional cost to the government, a criminal history background check of all of its employees. The results of this check shall be forwarded to the COTR.
  - 2. Personnel assigned to this contract will undergo Homeland Security Presidential Directive 12 (HSPD-12) personal identity verification and background checks by BPA (refer to section B.2.A. below). Persons not meeting adequate security background requirements as deemed by BPA will not be permitted to work this contract.

3. Security officers assigned to this contract must meet state criminal background check requirements for armed guard licensing within the states of Washington and/or Oregon.
4. Personnel assigned to this contract directly support North American Electrical Reliability Corporation Critical Infrastructure Protection (NERC CIP) standards (*Standard CIP 006, Cyber Security – Physical Security of Critical Cyber Assets*) and must undergo personnel risk assessments which BPA will conduct a minimum of every 7 years as outlined in requirements established in *Standard CIP 004, Cyber Security – Personnel & Training*.

## B.7. DUTIES OF THE CONTRACTOR

### A. General

The Contractor shall provide a highly qualified, stable and professional protective security force. The Contractor shall take immediate action to correct officer performance, discipline and deficiency issues. The Contractor shall ensure work force morale issues are addressed and resolved in a timely manner. The Contractor shall immediately report verbally and in writing to the COTR any termination of contract personnel and the cause for such termination. If a termination is known or projected in advance, the COTR shall be notified as soon as the Contractor is aware of the employee termination so the COTR may take necessary, timely administrative actions. The Contractor shall utilize a personnel retention program that, at a minimum, is aligned with industry standards in order to minimize security officer turnover rates and ensure continuity of operations.

### B. Contractor Duties

1. The Contractor shall protect lives and shall, within the limits of security officer authority, prevent unauthorized use, loss, theft, trespassing, espionage and sabotage of government property, material, and equipment, and non-government property and equipment located at BPA facilities.
2. The Contractor shall implement all regulatory or compliance-based requirements such as BPA policies and directives, procedures associated with NERC CIP and DOE, or other requirements as directed by BPA.
3. The Contractor shall provide security protection in situations such as, but not limited to, incidents involving drug abuse, alcoholism, emotionally disturbed persons, civil disturbance, adverse personnel actions and other incidents.
4. The Contractor shall conduct access control according to current BPA policy and direction from OSCO.
5. The Contractor shall seek to prevent the occurrence of fires, explosions, and other catastrophes by close observation of buildings, machinery, vehicles, electrical equipment, and personnel to identify unsafe or potentially unsafe conditions, or activities. The Contractor shall also seek to prevent the commission of thefts, assaults, robberies, and other violent crimes.
  - a. In the event of a fire, the Contractor shall monitor phone calls and radio transmissions; provide directional assistance to responding emergency service providers; if needed, provide traffic control/cordon control at the location of the fire and shall assist with building evacuation and re-occupancy.
  - b. The Contractor shall report all security incidents to OSCO. The Contractor shall develop and utilize a standardized security incident report form for the submission of written reports, unless otherwise directed by OSCO.
6. The Contractor shall patrol designated areas according to the posts duties described in B.12. through B.16.
7. “Designated Shifts” identified in the SOW are general guidelines and may be adjusted with approval from the COTR. The Contractor shall establish shift change procedures that

accommodate the ingress and egress of employees and other activities in such a manner that will ensure posts remain adequately covered. The Contractor shall also be responsible for accommodating administrative needs such as arming and disarming times for officers.

8. The Contractor shall enforce BPA policies as described, and in a manner as required by the described post duties in this statement of work, or as otherwise directed by OSCO.
9. The Contractor shall investigate security breaches and incidents that occur at the direction of OSCO. Security incidents involving criminal activity, threats, violence, property damage, or any other serious or suspicious activity shall be reported to OSCO as soon as it is safe and practical to do so, as well as law enforcement if a crime is in progress. This includes notifications as needed to OSCO after hours through the designated Duty Officer. Security officer actions will be conducted in accordance with appropriate laws and in conjunction with established BPA policies.
10. The Contractor shall provide assistance, when directed by OSCO, to persons in need of aid within the vicinity of BPA facilities involving vehicle problems (e.g. – assistance with dead battery, flat tire, lock-outs) and incidents such as storms, hazardous road conditions, and other similar conditions.
11. The Contractor shall provide employee escort services on and off BPA property as directed by OSCO, the Contract Manager, or the security supervisor when employee safety issues arise or other circumstances exist that warrant this type of assistance. Escort services may include the limited transporting of employees and others in contractor-owned vehicles within and adjacent to BPA facilities as directed.
12. The Contractor shall develop and maintain recall rosters to facilitate the contact of key management personnel and the recall of security personnel to duty in sufficient numbers to meet emergency situations arising at BPA facilities. Recall rosters shall be maintained in accordance with the Privacy Act of 1974. Recall rosters shall be protected in accordance with BPA Information Protection Program standards, including proper marking, control, and storage of such documents. Sharing of these documents shall be on a “need to know” basis. Recall rosters shall be submitted to the COTR prior to the start date of contract services and be shall be updated by the contractor and submitted to the COTR on a monthly basis.
13. The Contractor shall provide additional security personnel to provide security services for special events or emergency situations as needed and requested by BPA. These additional security services are not included as part of the inactive posts outlined in this SOW that may be activated during an increased threat level and are not part of the security officer deployment to energized facilities as outlined in section B.15. Additional security services needed in each instance shall be for a minimum of 2 hours. To the extent possible, OSCO will provide advance notification via e-mail and/or phone call to the Contract Manager of any request for additional security services. OSCO shall provide the Contractor with specific security officer duties for each instance.
14. The Contractor shall supply an organization chart in writing to the CO and COTR. It will include the names of company officers, supervisors, managers, and other key organizational personnel assigned to this BPA contract with their business contact information. As changes in staffing occur, the Contractor shall likewise provide updated organization charts to BPA.
15. No security officer or security supervisor shall be on duty for more than 12 consecutive hours or in excess of 60 hours per week unless approved by the COTR. The Contractor will allow for sufficient rest between periods of work.
16. The Contractor shall comply with all BPA policies to include Harassment Free Workplace and Standards of Conduct. BPA will provide these policies at the post-award orientation and will be circulated to and reviewed by all employees assigned to the contract. In addition, annual training required by BPA of all contract employees will be conducted. The Contractor shall coordinate this training with the COTR to ensure a method of completion that does not incur additional cost impacts to the contract.
17. The Contractor shall manage all training processes and requirements in accordance with this

Statement of Work (SOW).

18. The Contractor shall maintain training records sufficient to demonstrate that officers assigned to this contract have met all requirements for licensing, training, and post assignment certification. These records shall reflect the specific nature, scope and detail of on-post training and certification. Training records shall be reviewable by the COTR upon request.
19. The Contractor shall develop and maintain post books containing operational information provided by BPA, including but not limited to:
  - a. Portions of the Statement of Work applicable to the post.
  - b. General Orders as outlined in the Statement of Work.
  - c. Post-applicable Standard Operating Procedures (SOP's) and other emergency plans applicable to the post.
  - d. Short term briefing information, alerts, orders etc.
  - e. Emergency call out lists (maintained under Privacy Act of 1974 and protected under BPA Information Protection Program standards).
  - f. When available, BPA provided maps and building schematics.
  - g. When available, operating instructions to include, but not limited to physical access control systems (PACs), card key readers, fire alarm panels, fire suppression systems, intrusion alarm systems, mechanical enunciator panels, and CCTV systems, and other operational equipment.
20. The Contractor shall conduct and document alarm system checks as directed by OSCO. Completed documentation shall be submitted to OSCO.
21. The Contractor shall ensure the proper safeguarding of information identified as sensitive, to include Official Use Only (OUO) Critical Information (CI), or Personally Identifiable Information (PII) in accordance with established BPA Information Protection Program standards.
22. The Contractor shall assist OSCO with evaluating the applicability of Protective Force requirements contained within applicable DOE Manuals that may be integrated into BPA's security program.
23. The Contractor shall have a retention plan to maintain a low turn-over rate of employees assigned to the BPA contract.

B.7.1. WEAPONS REQUIREMENTS

A. Weapons and Ammunition

1. Unless otherwise approved by the COTR, the duty weapon shall be the Glock 22 .40 caliber semi-automatic pistol with one loaded 15-round magazine, unless otherwise approved by the COTR. Armed security officers shall carry two additional 15-round magazines when on duty, unless otherwise approved by the COTR.
2. The Contractor shall provide duty weapons as indicated in B.7.1.A.1. above in a quantity to arm all officers on duty. A suitable quantity of spare weapons will be available in case of breakage or emergency and to enable the arming of posts identified in this SOW as being not currently activated.
3. Sufficient magazines shall be on hand for duty issue, training purposes, breakage and emergency.
4. Ammunition shall be kept in sufficient quantities for duty issue, periodic replacement and replacement due to defect.
5. Duty ammunition shall meet the same standards as that used by the nearest major law enforcement agency. (For Example: Portland Police Bureau, Vancouver Police Department, Clark County Sheriff's Office.)

6. Duty ammunition shall be rotated to range ammunition at least annually, requiring new ammunition to be supplied for duty use.
7. Holsters shall be of a type (commonly referred to as a retention holster) designated to prevent access to the firearm by unauthorized persons.
8. All modifications and alterations to firearms require approval of the COTR. All modifications shall be performed by factory certified or DOE certified armorers.
9. All weapons shall be maintained in clean and serviceable condition.
10. Weapons shall be inspected at least annually by a factory or DOE certified armorer. Weapons inspections shall be documented and a copy of the documentation forwarded to the COTR.
12. Firearms shall be returned to the shift supervisor or a designated Weapons Safety Officer (WSO) at the end of each tour of duty. Prior to storing or re-issue of the firearm, the shift supervisor/WSO shall assess operational condition of the firearm.
12. All weapons shall be stored and locked in suitable lockers provided by the contractor and approved by the COTR.
13. The Contractor shall develop and implement an accountability process each shift for weapons, ammunition, and other equipment such as, but not limited to, less than lethal weapons, radios, other operational equipment, etc.

#### B. Firearms Policy Requirements

The Contractor shall develop and submit for approval to the COTR a program plan for firearms safety that is specific to the use of firearms in the performance of the contract. This shall be provided by the Contractor as part of the Contractor's transition plan. Modifications to the firearms safety requirements must be approved by the COTR.

The Contractor shall assign a professionally qualified individual responsible for conducting self-assessments of the Firearms Safety Program on an ongoing basis. Assessments shall be conducted at least annually. The results of these assessments shall be documented on a standardized contractor supplied form listing date and time of assessment. Any findings shall be documented and shall be submitted to the COTR. The Contractor shall immediately correct any unsafe conditions discovered during an assessment, or any other time involving firearms safety. Any such conditions will be immediately brought to the attention of the COTR. Assessment documents will be made available to the COTR upon request.

1. The firearms safety program for this contract shall be approved by the COTR and shall address, as a minimum, the following:
  - a. A statement of policy and procedural outline relating to the safe use of firearms.
  - b. Procedures for the arming and disarming of officers for duty/relief of duty. This shall include loading and unloading supervision of duty weapons by trained Weapons Safety Officers (WSO's).
  - c. Procedures for inventory, accountability, and control of firearms by shift, as well as firearms maintenance and inspection, including a schedule that denotes the frequency of these activities.
  - d. Procedures for rotation/replacement/disposition of unserviceable weapons.
  - e. Procedures for ammunition accountability, storage, disposal, and inspection.
  - f. Policy for reporting accidents, incidents, unsafe conditions, and negligent discharges.
  - g. Policy for correcting and preventing accidents, incidents, unsafe conditions, and negligent discharges.
  - h. Firearms safety briefing procedure.
    1. Firearm safety briefing form completed by each officer during each live fire range training session. These forms will be available for review by the COTR upon request.

2. All security officers shall within ninety days of hire complete the online Department of Energy Firearms Safety Course. Records of the completion of this requirement will be available to the COTR for review.
- i. Training and qualification requirements for assigned WSO's who are appointed to arm and disarm officers at the commencement and completion of duty.

C. Firearms Instructors / Armorers

1. Firearms instructors may be security officers or supervisors assigned by the Contractor to conduct firearms training. Firearms instructors shall be certified by the state for which officers are being trained or instructed. The contractor shall assess DOE Firearms Instructor training requirements and will work with OSCO to determine the feasibility of obtaining DOE Firearms Instructor certification. All guest instructors must submit a complete resume of qualifications, training and teaching experience to the COTR prior to involvement in the firearms program.
2. Armorers may be security officers or supervisors assigned by the Contractor to perform these duties. Armorers shall have completed factory training or DOE certification to inspect, modify, or repair firearms being utilized on the contract. The Contractor shall submit to the COTR proof of the armorers' qualifications prior to annual inspections, repairs, or modifications being completed.

D. Administrative Handling of Weapons

1. General

All administrative firearms handling shall be performed in a manner consistent with safe and accepted practices. Firearms shall be treated as if they were loaded at all times. There shall be no "dry firing" of any weapons during administrative handling, except, when the weapon is to be stored. The weapon shall be confirmed as unloaded in accordance with established procedures.

2. Loading and Unloading Weapons

Procedures for the loading and unloading of firearms shall be developed by the Contractor and approved by the COTR as part of the weapons safety program plan. Changes to procedures shall be submitted for approval by the COTR prior to implementation. Arming and disarming procedures shall be posted in plain sight at each designated arming station.

E. Less Than Lethal Weapons/Equipment

1. OC/Pepper Spray – All security officers shall carry OC/pepper spray in an approved holder located on their duty belt while on duty.
2. Handcuffs – All security officers shall carry a minimum of one set of handcuffs in an approved handcuff case located on their duty belt while on duty.
3. The Contractor shall provide and maintain sufficient quantities of these devices on hand to ensure issuance to all security posts. A suitable quantity of spare OC/pepper spray canisters and handcuffs shall be available in case of breakage or contingency operations.
4. New security officers shall receive appropriate orientation training and task performance certification on the proper use of applicable less than lethal devices prior to assuming any security post associated with this contract (refer to section B.5.1.).

B.8. COMPANY REPRESENTATIVES AND SUPERVISION

A. Qualifications of key personnel:

The Contractor shall identify, by name, the key management, supervisory, and instructor personnel who will work under this contract. Unless otherwise approved by the CO and COTR, requisite qualifications are as follows:

- Management/Contract Manager – Shall have a college degree and a minimum of four (4) years experience in the management of security services contracts.
- Supervisors – Shall have a background and experience that includes a minimum of 4 years associated with a security, military police, or law enforcement career. Refer to section B.8.C.2. for further requirements.
- Instructor – Shall have professional credentials consistent with performing in the capacity of an instructor. Credentials include state certification or accreditation, Department of Energy certification, or other certification approved by the CO and COTR. Additionally, instructors shall have a minimum of four years experience in a security, military, or law enforcement career.

#### B. Company Representative

The Contractor shall provide a Contract Manager who will be assigned to this contract. The Contract Manager shall be designated solely to the performance of this contract and will not be assigned to any other contracts. The Contract Manager shall be responsible to ensure that all requirements, deliverables (as noted in B.12., Article I, Table 1), and conditions of this contract are fulfilled. The Contract Manager shall be responsible for daily security operations of the protective force, shall collaborate with OSCO on security operations decisions, and shall be available to OSCO 24 hours per day, seven days per week. The Contract Manager may appoint a supervisor to act in place of the Contract Manager for temporary absences. OSCO will retain final oversight and decision-making authority over security operations.

1. The Contract Manager shall assist OSCO with development of security procedures and policy associated with this contract.
5. The Contract Manager shall ensure proper discipline, appearance, conduct, professional bearing and demeanor are adhered to by all officers and supervisors assigned to this contract.
6. The Contract Manager is responsible for the overall operation of this contract.
7. The Contract Manager shall visit each security post and shift as needed to sufficiently ensure that all provisions of this Statement of Work are being consistently followed. It is the Contract Manager's responsibility to ensure the highest standards of conduct, appearance, performance, training, and customer service are being met at all times.

#### C. Supervisor

The Contractor shall provide supervision to ensure that the requirements of this contract are being met. Supervision shall focus on the day-to-day operation of the contract. Supervision shall also be the direct liaison to the Contract Manager and OSCO for security operations. It is expected that supervisors shall assist with training (post certification, OJT, etc.) as necessary to ensure that all security officers assigned to this contract are knowledgeable, proficient, and capable of performing their assigned duties. Supervisors are expected to maintain discipline and professionalism regarding their own conduct and the conduct of security officers assigned to the contract.

1. The Contractor shall provide a twenty-four hour per day, seven days per week supervisor. The supervisor shall be responsible for supervising officers performing duties at the Ross Complex and the Eugene Starr Complex at specified times as noted in section B.8.1.B. "Designated Coverage."
2. The Contractor may coordinate with the COTR to have the Security Supervisor from the Ross Complex assist with supervisory duties at the BPA Headquarters (Portland, OR) between the hours of 1800 – 0600, Monday through Friday, and 24/7 on weekends and holidays. Duties of the BPA Headquarters Security Supervisor are outlined in the Statement of Work for the security services contract for the BPA Headquarters.
3. An additional supervisor will be assigned to the Eugene Starr Complex as outlined in section B.14.

4. The Contractor shall provide supervisors who, under normal circumstances, will not be assigned to a security post.
5. It is permissible under this contract for shift supervisors to relieve security posts for designated break periods; however, this will only be permissible if no other alternative (e.g. - patrol, etc.) is available to do so.
6. The supervisor shall inspect all officers/posts assigned at least once per shift. Each officer/post inspection will be entered in the Security Officer Report (SOR) and initialed by the inspecting supervisor. SOR's shall be made available to the COTR upon request. In the event of an emergency or temporary lapse in security officer coverage of a post, the supervisor may stand in while a suitable replacement is acquired.
7. Supervisors shall have at least 4 years of experience in a similar position, unless otherwise approved by the CO. Experience is that which demonstrates the knowledge, skills, and abilities necessary to successfully perform the duties of the Security Supervisor position including, but not limited to, the following:
  - a. Resolution of security related issues.
  - b. Management of dynamic, evolving emergency or security incidents.
  - c. Liaison with law enforcement agencies, client personnel, and other customers.
  - d. Providing training for officers.
  - e. Other supervisory duties.
8. Alternate supervisors shall serve in the absence of a designated Shift Supervisor. The alternate supervisor must meet the criteria stipulated for "Supervisor."
9. Supervisors shall be responsible for maintaining satisfactory standards of competency, conduct, appearance, and integrity and for taking disciplinary action as required with respect to security officers.

#### B.8.1. SECURITY SUPERVISOR PROCEDURES AND DUTIES

##### A. General Description

The supervisor is responsible for the necessary officer training and proper management and maintenance of all security posts listed in this SOW. The supervisor shall not supervise any security posts associated with other contracts. Shift Supervisor's shall be armed.

##### B. Designated Coverage (unless otherwise approved by the COTR):

1. From 0600 – 1800 and from 1800 – 0600, Monday through Sunday, one supervisor shall be assigned to and responsible for the Ross Complex and the Park Place office complex.
2. If approved by the CO or COTR, one supervisor may be assigned to cover the Portland Headquarters and the Ross Complex outside the hours of 0600 – 1800, Monday through Friday, and on weekends and holidays.
3. Monday through Friday, except holidays, from approximately 0800 – 1600 hours, one supervisor shall be assigned to and responsible for the Eugene Starr Complex as identified in section B.14. Shift times may vary in order to perform the required supervisory functions at the Eugene Starr Complex.

##### C. Supervisor Duties

At no time while on duty with this contract will any supervisor have other responsibilities not related to this contract. Supervisors will be responsible for the following:

1. Providing a formal briefing for security officers at the beginning of each shift. This shall include,

- but is not limited to, pertinent pass-down information, security alerts, or termination advisories.
2. Ensuring that posts remain staffed as required. Provide for a suitable replacement as needed.
  3. Notifying the Contract Manager and OSCO if the supervisor is unable to provide coverage for a post.
  4. Providing back-up assistance to security officers as needed. If additional assistance is needed, immediately contact OSCO.
  5. Ensuring they are familiar with the duties of the posts under their supervision.
  6. Ensuring that post books at each post are kept current and that all officers are knowledgeable regarding information contained in the post book.
  7. Conducting tests of security system equipment at the Ross Complex, Park Place office complex, and the Eugene Starr Complex in accordance with written plans and SOP's. A written report of the results of testing will be provided to OSCO.
  8. Conducting Limited Scope Performance Tests (LSPT's), Alarm Response and Performance Tests (ARAPT's), and other security exercises as indicated in established plans and SOP's. This includes coordination with the Contract Manager and OSCO, if necessary, as well as documenting, maintaining, and tracking written evaluations associated with these performance tests and identifying any needed corrective actions.
  9. Gathering, reviewing, and submitting security incident reports (Day Shift Supervisor) and forms prepared during the shift, to include preceding swing and graveyard shifts. The submission of reports and forms will be coordinated with the Contract Manager through the direction of the COTR. SOR's and other forms/reports will be filed as directed by the COTR.
  10. Assessing documentation maintained by posts as indicated in this SOW to ensure accuracy and completeness. Ensuring documentation is maintained and submitted in accordance with directives established by OSCO. This includes, but is not limited to Security Desk Blotters, applicable visitor documents and logs, NERC CIP compliance documentation and records.
  11. Coordinating with the Contract Manager to provide verbal briefings to the COTR, other OSCO staff, or the Chief Security Officer regarding significant security-related events. This briefing shall be accomplished at approximately 0800 M-F.
  12. Ensuring that timely notification is made to the relevant Facilities Management office at Ross or Eugene Starr concerning buildings and/or grounds-related issues.
  13. Ensuring that timely notification is made to the Contract Manager and OSCO Duty Officer, if necessary, regarding security incidents occurring after normal duty hours.
  14. Evaluating inclement weather conditions on site and participating in after-hours conference calls, report-outs, or making notifications for the implementation of established inclement weather procedures.
  15. Conducting an inspection of each security officer prior to posting. This inspection shall include the minimum items:
    - a. Ensuring that personal appearance for security officers is acceptable in accordance with established policies. In addition, each security officer will be properly licensed and, as needed, ensuring that all officers under his or her shift are equipped with the necessary inclement or warm weather garments; and finally, that all officers on duty possess a valid DOE/BPA identification badge for display.
    - b. Ensuring that each officer is physically capable of performing their assigned duties (fit for duty). The Supervisor will not allow any security officer to stand post if he or she appears to

be under the influence of alcohol, drugs, medication, or other intoxicants. The supervisor will not allow any security officer to stand post without sufficient rest.

- c. Ensuring that all security officers are current in their knowledge of SOP's associated with their duties.
- d. Ensuring that all security officers are informed of and understand the responsibilities of their assigned post.
- e. Providing a shift briefing regarding any relevant issues brought forward from previous shifts, such as post orders, special notices, access restrictions, etc.

#### B.9. GENERAL SECURITY OFFICER CONDUCT (General Orders, Section I)

All security officers assigned to this contract shall be held to the highest standards of professional conduct, appearance, and performance. BPA does not grant or authorize any use of force or exercise of authority not permitted under the laws governing the actions of security officers. This section is applicable to the post descriptions as noted in sections B.12. through B.16. and will be included with each post book.

##### A. Use of Force

Security personnel shall at all times attempt to perform their duties with the minimum force necessary. Applicable laws regarding the use of force shall be observed at all times.

##### B. Literature

Only authorized reading material approved by the COTR or OSCO may be read on post. Newspapers, magazines, novels, or other personal reading material are not authorized.

##### C. Personal Audio/Video Equipment and Personal Cell Phones

Personal audio players, video players, and televisions are not authorized for use at any post. Personal cell phones shall not be used on post, during the performance of an officer's or supervisor's duties. Changes in the use of these types of equipment must be approved by the Contract Manager and COTR. The authorized use of any personal equipment will not interfere with the operation or professional appearance of the post.

##### D. Appearance

Security officers will present a professional appearance at all times with the uniform clean and pressed.

##### E. Socializing

While on post, security officers will maintain a professional and polite demeanor, but will not become engaged in lengthy, protracted or disruptive conversations with visitors, employees, guests, or other officers. If a guest, visitor or employee becomes distracting, the supervisor will be notified and the supervisor will notify OSCO.

##### F. Emergency

Security officers at all posts will take immediate action such as calling local law enforcement, fire department, and OSCO for assistance when a situation is discovered that presents an immediate danger to life and/or property. Threatening individuals, confirmed building intrusions, fire, broken water/oil lines are some examples. Other non-emergency matters are to be referred to the Contract Manager and OSCO for assistance.

#### G. Observance / Situational Awareness

All supervisors and security officers will maintain a high level of situational awareness and be observant for any suspicious activity. When feasible, officers shall attempt to identify suspicious personnel and observe and report any information that reasonably can be obtained such as:

- Name, address, or any other identifying information
- Physical description
- Vehicle description
- Vehicle license number
- Direction of travel
- Statements made by suspects or individuals
- Other information useful in an investigation

#### H. Demeanor

All security officers will maintain a polite and friendly demeanor while on post. It is understood that from time to time, an officer may need to use a command voice or assert officer presence in order to carry out their duties. Officers will not engage in disruptive or malicious conversations or behavior while on duty.

#### I. Arrests or restraints

Arrests and restraints shall be applied according to the laws of the state in which the incident occurs. Contractor employees will not sign civil or criminal complaints on behalf of BPA.

#### J. Officer Safety

Security officers shall exercise caution at all times and under all circumstances. The primary function of security officers is to observe and report incidents and suspicious activity. Officers will take appropriate actions as necessary, in accordance with the appropriate laws, to ensure the safety and security of client personnel and property. They will seek assistance from other security officers, local law enforcement, OSCO when needed.

#### K. Officer Health and Wellness

Prior to assuming security duties, all officers will ensure they have sufficient rest to safely perform their duties.

#### L. Security Officer Reports

All security officers will maintain a Security Officer Report (SOR) of activities during their assigned shift. This report shall be specific regarding times actions were taken and inspections conducted. The time and name of the supervisor making the supervisory inspection shall be recorded in this report. The report shall be submitted to OSCO at the start of the next regular work day for review, unless otherwise directed by the COTR. The written reports are not for general reading and are to be kept secure at all times. For designated posts, the Security Desk Blotter will be used in place of the SOR. Significant activities performed by the Security Supervisor will be entered on the appropriate Desk Blotter. Supervisors relieving officers for breaks or other reasons will make annotations on the relieved officer's SOR.

#### M. Communication

The primary means of communication for all posts and patrols shall be the hand-held or base station radio. Contractor-issued cellular phones and BPA landlines may be used as secondary means of communication when primary means of communication are not available.

**B.10. DELIVERABLES AND PERFORMANCE**

Article I, Table 1

<b>Section</b>	<b>Due Date</b>	<b>Subject</b>	<b>Destination</b>	<b>Other Information</b>
A.5.A.12.	Upon Award of Contract	Weapons Storage Approval	COTR	
B.2.	At Award	Secret Security Clearance Initiated	Personnel Security Specialist	
B.2.B.1.	At Award	Certificate of Authority	COTR / CO	
B.2.B.2.	At Award	Certificate of Good Standing	COTR / CO	
B.2.B.3.	At Award	DOE Facility Security Clearance	COTR / CO	Executive Order 12829
B.2.B.4.	At Award	Foreign Owned or Controlled Interests	COTR / CO	SF 328
B.3.	90 Days After Start of Contract	SOP's	COTR	
B.3.D.	Quarterly	Officer Evaluation of SOP	COTR	Evaluation of assigned posts only
B.3.E.	As updated	Updates to SOP	COTR	
B.5.	90 Days After Award of Contract	Security Post Job Task Analyses	COTR	
B.5.	Annually	Training Plan	COTR	
B.5.1.	Prior to Officer Post Assignment/ Provide Documentation Upon Request	Certification of Pre Employment Training	COTR	
B.5.2.	Conduct as Required/ Provide Documentation Upon Request	Post-Employment Licensing and Certification Refresher	COTR	
B.5.2.B.2.a.	Upon Request	Documentation of Qualification Attempts	COTR	
B.5.2.B.2.c.	As Required	Combined Quarterly Training	COTR	
B.5.2.B.2.e.	Upon Request	Training Goals and Objectives	COTR	
B.5.2.B.2.e.	Completion of Quarterly Training	Results of Quarterly Training	COTR	
B.5.2.C.1.	As Required	Notification of Failure to Qualify	COTR	
B.5.2.C.3.	As Required	Report of Unsafe Act	COTR	
B.5.2.C.3.	As Required	Remedial Action Plan for Preventing Future Unsafe Acts	COTR	
B.5.2.F.	Upon Award	Class Training Plan Format	COTR	
B.5.2.F.	Upon Request	Class Training Plan	COTR	
B.5.3.A	Upon Request	OJT Report	COTR	
B.6.E.	Upon Request	Documentation of Medical Exam	COTR	
B.6.J.1.	Upon Assignment	Criminal History Check	COTR	Letter signifying acceptable results

B.7.A.	As Required	Written notification of employee termination	COTR	
B.7.B.5.b	As Required	Security Incident Reports	Security and Emergency Response, FPS, COTR	
B.7.B.12.	At Award of Contract and Updated Monthly	Company key Personnel and Officer Recall	COTR	
B.7.B.14.	Prior to Award of Contract	Organizational Chart	COTR / CO	
B.7.B.17.	Upon Request	Training Records	COTR	
B.7.B.18.	Upon Request	Post Books	COTR	
B.7.B.19.	As Required	Security Alarm System Checks	COTR/Security System Administrator	
B.7.1.A.8.	As Required	Firearms Modification Approval	COTR	
B.7.1.A.10.	Upon Request	Weapons Inspections	COTR	
B.7.1.A.12.	Upon Request	Weapons/ Ammunition/ Equipment Accountability Records	COTR	
B.7.1.B.	Prior to Award of Contract	Firearms Safety Program	COTR	
B.7.1.B.	Annually (Minimum)	Firearms Safety Program Assessments	COTR	
B.7.1.B.1.h.1.	As Required	Firearms Safety Briefing	COTR Upon Request	
B.7.1.B.1.h.2.	Within 90 Days of Being Assigned to Duty	DOE Web Based Firearms Safety Course	COTR Upon Request	
B.7.1.C.1.	As Required	Guest Firearms Instructors	COTR	
B.7.1.C.2.	As Required	Armorsers Qualifications	COTR	
B.7.1.D.2.	Prior to Award of Contract	Firearm Load/Unload Procedures	COTR	
B.8.C.5.	As Required	Supervisory Post Checks	COTR	SOR
B.8.1.C.6., B.8.1.C.7., B.8.1.C.8., & B.8.1.C.9.	As Required	Post Books, Forms, Tests, Reports, SOR's, Compliance Documents	Security and Emergency Response	
B.15.B.	As Required	Shift Schedule Changes	COTR	
B.15.C.	As Needed	Contractor Non-Electrical Worker Card Access Permit	COTR	
C.1.A.	As Required	Performance Assurance Training Elements	COTR	
C.1.B.1.	Annually	Annual Self Assessment	COTR	
C.1.B.4.	14 Business Days After Assessment Completion	Annual Self Assessment Report	COTR	
C.1.C.3.	120 Days from Award of Contract	Performance Testing Methodology	COTR	
C.1.C.5.	Twice Monthly	Performance Tests (Security Exercises)	COTR	Conduct and document. Forward to COTR.

## B.11. SHIFT AND POST REQUIREMENTS

### A. General Information

The Contractor shall furnish security officers for the designated posts and shifts as described in sections B.12., Ross Complex, and B.14. Eugene Starr Complex. When BPA deems necessary, the Contractor shall furnish security officers for posts that are identified in the SOW, but are not normally active, such as posts identified in section, B.13. Park Place office complex or other such inactive posts identified in this SOW. The Contractor may submit alternative shift schedules to the COTR, and upon written approval, may implement the approved schedule. A copy of the specific post description and requirements as noted in the applicable sections shall be provided to each post for officer reference. Additionally, section B.9. "General Security Officer Conduct" and B.11.C. "General Post Requirements" will be provided to each post.

### B. Shifts

Generally, posts that are described as 24 hours per day will be shifted as eight-hour posts. However, no officer will be posted for greater than 12 hours except as noted in section B.7.B.15. The Contractor shall ensure that each officer is given the opportunity to have 8-hours of rest between shifts. Exceptions for emergency circumstances will be evaluated for approval by the COTR.

#### 1. Shift Examples

Shift One: 2300-0700  
Shift Two: 0700-1500  
Shift Three: 1500-2300

#### 2. Shift Requirements

The Contractor shall have shifts designed to optimize security coverage throughout the workday and overnight hours. Shifts will be scheduled in such a manner to avoid lapses or voids in security coverage during the times of the day that employees are coming to work, breaking for lunch, or leaving the work place. Changes to shift requirements may be adjusted by the Contractor in coordination with the COTR and BPA needs. Changes will be evaluated for efficiencies of operation and any cost implications.

### C. General Post Requirements (General Orders, Section II)

The following requirements apply to all posts unless otherwise noted. These requirements are subject to change by the COTR in coordination with the Contract Manager as procedures or BPA's needs change. These requirements must accompany each of the standard post descriptions and duties found in Sections B.12. through B.16.

#### 1. Basic General Orders:

- a. I will take charge of my post and protect personnel for which I am responsible for until properly relieved.
  - b. I will report all violations of the orders I am instructed to enforce and call my superiors in any case not covered by instructions.
  - c. I will sound the alarm in any case of disorder or emergency.
2. Under the direction of the shift supervisor, security officers will obtain all necessary equipment, including firearms and ammunition, prior to assuming the duties of their assigned post. Appropriate logs, forms and control rosters will be filled out noting the issuance of such equipment.
  3. All items in section B.9. "General Security Officer Conduct" shall be observed while officers are on shift.

4. Personnel assigned to this contract shall not consume alcohol, drugs, or other products that would negatively impact judgment or physical response as necessary to carry out the duties outlined in this contract. Personnel taking prescription drugs with drowsiness warnings, cautions regarding operating machinery, or driving a vehicle shall inform their supervisor and may be required to provide a medical release in order to assume their duties.
5. Security officers and supervisors expected to operate motor vehicles as part of their duties will be in possession of a valid state-issued driver's license at all times while operating such vehicles.
6. At all times while posted, security officers shall ensure that persons entering BPA controlled property and moving about BPA controlled property properly display appropriate identification.
7. If an employee refuses to display identification properly, the security officer shall immediately inform the shift supervisor, document the incident, and perform other actions in accordance with established SOP's. The Contract Manager and OSCO shall be notified immediately.
8. If the security officer perceives a threat to BPA property or personnel, the officer shall take appropriate actions to manage the threat. The Contract Manager and OSCO shall be notified immediately.
9. Security officers and supervisors are required to complete Security Incident Reports when directly or indirectly involved in a response, follow up to a response, or upon notification of a security incident. This includes incidents where the officer or supervisor is a witness.
10. Security officers and supervisors are expected to maintain notebooks to record information, assist in preparation of incident reports, and for possible use in court.
11. Security officers shall fill out a Security Officer Report (SOR) for each shift noting security officer activities. The SOR will note when the officer came on duty, patrolled specific areas, took breaks, lunch, or other information that will confirm appropriate security activity.
12. Security officers shall perform inspections of visitors' bags, briefcases, boxes, other hand-carried items, and vehicles upon entry as outlined by SOP's, or otherwise directed by OSCO.
13. Security officers shall enforce BPA security policies as noted in post duties, post orders, and BPA or Contractor provided SOP's as approved by OSCO.
14. Security officers shall be familiar with BPA bomb threat, medical, and fire response instructions contained in the BPA Emergency Management Employee's Guide and SOP's and will be prepared to respond and assist, as required, during an emergency.
15. Security officers at entry points shall inform visitors that firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If it is determined that a visitor, or contractor is carrying a weapon or other prohibited contraband, the situation will be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident will immediately be reported to the Security Supervisor and to the Security Supervisor, Contract Manager, and OSCO.
16. Security officers shall be familiar with designated NERC CIP controlled areas, or other critical assets, at the locations they are performing duties and will be familiar with access and response requirements for those areas.

#### B.12. SECURITY SERVICES FOR THE ROSS COMPLEX

##### A. General

Standard security officer procedures as outlined in section B.3. shall apply to all Ross Complex security posts. Under the direction of OSCO, the Contractor shall establish procedures for monitoring

the ingress and egress of commercial vehicles, visitors and vendors to ensure that persons or vehicles travel only to their authorized destinations and exit the complex in a timely manner. This will be done through the maintenance of entry logs and visitor access procedures, as well as radio and telephone communications between the various posts, supervisors, BPA visitor/vendor sponsors, the Contract Manager, and OSCO as needed. Post hours will be performed as indicated unless adjusted by OSCO. Posts directly supporting response to NERC CIP designated areas, or other critical assets, will be familiar with the location of those areas, access requirements, and procedures for entry. All posts and patrols assigned to the Ross Complex shall be knowledgeable of building evacuation, shelter-in-place procedures, and other contingency procedures.

#### B.12.1. ROSS SECURITY POST 1

##### A. Description of Post

Post 1 is a one-person post, operated by an armed, uniformed security officer generally 10 hours per day, 5 days per week. The security officer will be equipped with the necessary equipment to perform the required building security services and will be familiar with the use of the ProWatch security system for access control purposes. Post 1 is located at the security console at the West entrance of the Dittmer Building. The primary responsibility of this post is to monitor and control access for the west entrance to the Dittmer building.

##### B. Designated Shifts

Generally, this post will operate 10 hours per day, 5 days per week Monday thru Friday, except holidays. Hours of operation shall be from 0600 to 1600.

##### C. Post Duties

1. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
2. Monitor the electronic verification of ID badges for authorized BPA and contract employees entering the Dittmer building through the physical access control system (PACS), which is currently the ProWatch system. Ensure established access procedures are followed by personnel as well as by BPA escorts hosting visitors.
3. Serve as a primary processing point for vendors requiring escorted access to the Dittmer building.
4. Direct other non-badged (external to BPA) visitors for the Dittmer building to enter through Post 4, located at the East entrance, unless otherwise directed by OSCO.
5. Issue appropriate visitor badges for vendors to the Dittmer building and temporary BPA/contractor employee badges following established SOP's.
6. Screen all vendors processing through this post for escorted entry to the Dittmer building for any dangerous weapons or prohibited items in accordance with established procedures. Prior to arriving at Post 1, weapons or contraband should have been declared/detected previously at Post 5. However, if it is determined that a weapon or other prohibited contraband is present, the officer shall react appropriately according to the circumstances presented, keeping officer and personnel safety in mind. The incident will immediately be reported to the Security Supervisor, Contract Manager, and OSCO.
7. Conduct inspections of hand-carried items being carried into or out of the Dittmer building by vendors and also for employees as directed by OSCO.
8. Ensure the designated card-reader entrance doors (west lobby doors) are unlocked and the lobby lights are turned on at 0600 or when otherwise directed.
9. Ensure the designated card-reader entrance doors (west lobby doors) are secure and functioning properly upon completion of shift on normal duty days. After 1800 hours, this post becomes the

primary entry point for the Dittmer building via card reader operation.

10. Utilize all equipment that is introduced by OSCO for access control or the screening of personnel entering the facility through this post. This includes the proper use of the Dittmer ProWatch system for monitoring electronic access verification to Dittmer.
11. Follow normal procedures established for Post 4 in the event that visitors are directed to process through this post.
12. Respond to PACS alarms associated with access control for the Dittmer building west entrance. Ensure that all alarm activity associated with this post is entered in the ProWatch Event Log. Entries will include alarm assessment, cause, and name of subject (if applicable).
13. Perform administrative duties by maintaining documentation such as security alerts, daily visitor logs for Dittmer, and any other documentation deemed necessary by the Contractor or OSCO. Conduct other administrative duties as assigned by the Contract Manager or OSCO.
14. Provide assistance to the Alarm Monitoring Station (AMS, Post 9) by monitoring CCTV systems for the Ross Complex.
15. Perform security procedures as directed by OSCO and/or the Contract Manager. Procedures for this post may be changed BY OSCO as circumstances dictate.

#### B.12.2. ROSS SECURITY POST 2

##### A. General Description of Post

Security Post 2 is primarily dedicated to the Construction Services Building (CSB, building Z-610). This post is occupied by an armed, uniformed security officer, but may be unarmed in accordance with section B.4.B. "Exclusions". This post combines a stationary post and foot/vehicle patrol during hours designated by OSCO. The security officer will be equipped as necessary to perform the security services required at this location. The officer assigned to this post will coordinate and communicate with other posts to ensure the smooth flow of traffic and to ensure vehicles, visitors, and vendors are traveling only to authorized destinations.

##### B. Designated Shifts:

This post will generally be manned as indicated below:

Shift 1: Perform a combination of stationary duties and foot patrol, generally from 0600 – 1400 hours, Monday through Friday except holidays. During these hours, the officer will be located at the CSB lobby security post.

Shift 2: Perform a combination of stationary duties, foot patrol, and vehicle patrol, generally from 1400 – 2200 hours Monday through Friday, except holidays.

Shift 3: Perform a combination of vehicle patrol and foot patrol, generally from 2200 – 0600, daily, to include holidays.

##### C. General Post Duties for Shift 1

This shift is designated as an armed post except as noted in section B.4.B. "Exclusions." This shift is primarily a stationary post located at the CSB main entry security desk. The primary responsibility of this post is to control access to the CSB building by ensuring that all personnel that enter the building have either an authorized DOE identification badge or a temporary access badge appropriately issued by security personnel. The assigned officer will also conduct random foot patrols throughout the building as identified in section B.12.2.E. and shall maintain a visible security presence within the building, thereby providing a sense of security to staff members. The officer will also conduct periodic foot patrols of the parking lot areas.

1. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
2. Identify and process visitors. Conduct inspections of hand-carried items for visitors. This may be also directed for BPA employees at the direction of OSCO.
3. Provide assistance monitoring CCTV systems for the Ross Complex. However, the primary focus will be the CSB building and surrounding areas.
4. Ensure that card-key operated doors are functioning properly at the beginning of each shift. Place sign-in logs at the security desk by the entrance doors, and ensure that the doors remain appropriately secured throughout the day.
5. Investigate any alarm or malfunction condition related to the building. These situations will be reported to the Alarm Monitoring Station (Post 9) and the officer at this post will take any necessary corrective actions.
6. Conduct checks of the CSB Limited Area (LA), room 104, as directed by OSCO. Checks will be annotated on the security officer's SOR and the Security Container Check Sheet (SF Form 702) located at the LA.
7. Inform all visitors that firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If it is determined that a visitor, or contractor is carrying a weapon or other prohibited contraband, the situation will be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident will immediately be reported to the Security Supervisor, Contract Manager, and OSCO.

D. General Post Duties for Shift 2 and 3

1. Continue duties associated with Shift 1 until 1800 hours (Shift 2). The primary responsibility for this post after 1800 hours consists of patrol duties.
2. Ensure that all doors are secure and that the card-reader access system is functioning correctly at 1800 hours.
3. Begin armed vehicle patrol of the East Ross Complex, generally at 1800 hours. Give specific attention to perimeter fencing and gates to prevent/detect intrusion. Patrol all facilities, buildings, and critical assets on the east end of the complex at random times. Conduct foot patrol checks consistent with sound security practices. After 1800 hours, when directed by the Security Supervisor, officers assigned to this post may assist in relief for breaks and lunches for officers assigned to other Ross posts.
4. Coordinate with Post 3 to conduct building and gate checks for the Complex. Annotate the checks on a building check sheet which is subsequently submitted to OSCO.
5. Conduct a minimum of one check per shift of the CSB Limited Area (LA), room 104, during non-duty hours. This check will be annotated on the security officer's SOR and the Security Container Check Sheet (SF Form 702) located at the LA.
6. Respond to investigate alarms as dispatched by the Alarm Monitoring Station (Post 9). Priority response will be given to any alarms associated with designated NERC CIP areas or critical assets on the Ross Complex.
7. The East Ross Complex area includes, but is not limited to the following:
  - a. High Voltage Spares Warehouse (Z-669)
  - b. TLM Shops (Z-691)
  - c. Construction Services Building (Z-610)
  - d. Storage buildings (Z-611, Z1296, Z-687)

- e. Northeast Storage
- f. Perimeter fences and gates
- g. Miscellaneous storage buildings and sheds

#### E. CSB Patrol

Other duties will include a minimum of two (2) patrols per shift of the interior and exterior (to include parking lot areas) of the Construction Services Building. Interior foot patrols will ensure all doors are secured and that there are no facility related emergencies (e.g. water leaks, etc.). Exterior patrols will include checking all parking lot areas for suspicious or criminal activity. OSCO may coordinate with the Contract Manager to modify the activity of the CSB Patrol for various circumstances.

### B.12.3. ROSS VEHICLE PATROL POST 3

#### A. Description of Post

Post 3 is a one-person patrol, operated by an armed, uniformed security officer 24 hours per day, 7 days per week. The officer assigned to this post will coordinate and communicate with other posts to ensure the smooth flow of traffic and to ensure vehicles, visitors, and vendors are traveling to only their authorized destinations. The primary responsibility of this post is to provide patrol coverage for the Ross Complex.

#### B. Designated Shifts

This post will generally be manned in three 8-hour shifts as follows:

- Shift 1: 0000-0800
- Shift 2: 0800-1600
- Shift 3: 1600-2400

#### C. Post Duties

1. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
2. Patrol the Ross Complex on a random basis. This will include external and internal patrols.
3. Observe for trespassers, building security issues, and fire and safety hazards that should be reported for correction.
4. Conduct perimeter checks, observing for fence line holes, damage, or suspected unauthorized entry. Record perimeter checks and any damaged locations in the Security Officer's Report and notify Post 9.
5. Coordinate with Post 2 to conduct building and gate checks for the Complex. Annotate the checks on a building check sheet which is subsequently submitted to OSCO.
6. Respond to alarms. Check the cause of intrusion alarms or fire alarms, request assistance, and reset intrusion alarms if appropriate. If the equipment is malfunctioning, notify Post 9. Assist as appropriate, but do not abandon other patrol duties. Record the activity in the SOR, and when necessary, complete an incident report. Priority response will be given to any evidence of intrusion or unauthorized access to the CSB Limited Area (room 104), NERC CIP areas, or other critical assets.
7. Respond to other emergencies at the Ross Complex or Park Place office complex as required. Facilitate the entry of emergency vehicles and personnel when necessary. This may include controlling traffic and/or escorting emergency vehicles to the site of the emergency.
8. Provide assistance to other security posts on the Ross Complex as needed.

9. Coordinate patrols of the Park Place office complex with the Security Supervisor a minimum of once per shift. Patrols will include an interior check of the office suites as well as an exterior patrol and a patrol of parking structure.
10. Inventory Park Place office complex janitorial access cards stored at Two Park Place after 0001 hours on normal business days, after janitorial service has taken place. Discrepancies noted will be reported to OSCO as well as an entry made in the Security Desk Blotter.
11. Assist with conducting foot patrols of the interior and exterior of the Dittmer building at least once during each shift. This check will be recorded on the officer's SOR.
12. Observe for facility-related problems and notify Post 9 of discrepancies observed. Facility-related items include, but are not limited to, proper operation of automated gates, fence line damage, building damages or equipment failure, lighting outages, etc. Light poles not operating and fence line damage will be tagged by the patrol for recognition by Facilities Management.
13. Assist authorized personnel in gaining access to the Ross Complex as needed. Authorized personnel are BPA employees or contractors possessing valid ID badges, or other pre-approved visitors and contractors. Annotate the SOR by entering individual's name and general circumstances.
14. Unlock and/or lock designated perimeter gates. This may include responding to Gates 6 or 16 to assist with an over-sized vehicle as necessary following the departure of the Post 6 officer.
15. Check the "Fog Test" laboratory area, the Technical Training building, and the line test and training area, the 345KV yard, Paul Johnson Substation, ABC parking lots, and NW Storage (areas not within the fenced Ross Complex).
16. Check the parking lots for security of parked vehicles. When patrol duties and time allows, perform random government vehicle checks for security and keys left in the vehicles.
17. Provide general traffic and parking control within the Complex boundaries in accordance with the Ross traffic and parking regulations.
18. Raise and lower the flags at the Dittmer building. Flags shall be raised at sunrise and lowered at sunset daily, or otherwise directed.
19. Monitor road conditions on the Complex. Notify the Security Supervisor and Post 9 AMS of inclement weather conditions.
20. Conduct patrols or checks as otherwise directed by the Security Supervisor, Contract Manager or OSCO.
21. Respond to assist BPA employees or contractors with vehicle lock-outs, escorts to vehicles, etc.
22. Assist in relief for breaks and lunches for officers assigned to other Ross posts.

#### B.12.4. ROSS SECURITY POST 4

##### A. Description of Post

This is a one-person, fixed post occupied by an armed, uniformed security officer generally 12 hours per day, Monday through Friday, excluding holidays. The security officer will be equipped with the necessary equipment to perform the required building security services and will be familiar with the use of the ProWatch security system for access control purposes. Post 4 is located at the security console at the East entrance of the Dittmer Building. The primary responsibility of this post is to monitor and control access for the East entrance to the Dittmer building, as well as manage and process visitors for the Dittmer Building and the Ross Complex in general. The officer assigned to this post will coordinate and communicate with other security posts and BPA hosts to ensure vehicles, visitors, and vendors are traveling only to authorized destinations.

## B. Designated Shifts.

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

## C. Post Duties

1. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
2. Monitor the electronic verification of ID badges for authorized BPA and contract employees. Ensure appropriate procedures are followed by personnel authorized unescorted access and by BPA escorts hosting visitors to the Dittmer Building or Dittmer NERC CIP PSP (Dittmer Basement).
3. Serve as the primary access and processing point for all non-badged (external to BPA) visitors for the Dittmer building and the Dittmer NERC CIP PSP following established SOP's.
4. Serve as the primary processing point for general visitors and general vendors to the Ross Complex during normal business hours. When visitors (external to BPA) arrive from Post 5, the Post 4 officer will confirm the arrival to Post 5 by radio or telephone and take appropriate actions if the visitor fails to arrive at Post 4.
5. Serve as an alternate processing point for vendors requiring escorted access to the Dittmer building or the Dittmer NERC CIP PSP (Post 1 is primary).
6. Issue visitor badges and temporary BPA/contractor employee badges following established SOP's.
7. Screen all non-badged (external to BPA) visitors to the Dittmer building for dangerous weapons or prohibited items in accordance with established procedures. Prior to arriving at Post 4, weapons or contraband should have been declared/detected at Post 5. However, if it is determined that a weapon or other prohibited contraband is present, the officer shall react appropriately according to the circumstances presented, keeping officer and personnel safety in mind. The incident will immediately be reported to the Security Supervisor, Contract Manager, and OSCO.
8. Conduct inspections of hand-carried items being carried into or out of the Dittmer building by visitors and employees as directed by OSCO.
9. Process and manage Visitor Access Requests for the Ross Complex, the Dittmer Building, and the Dittmer NERC CIP PSP. This will include verifying that Foreign National (FN) visitors have been approved by OSCO.
10. Ensure that the east lobby doors are unlocked and the lobby display lights are turned on at 0600 or when otherwise directed. Also, turn on and inspect for proper function the walk-through metal detector, in accordance with established procedures.
11. Ensure that the east lobby doors are secured and the lobby display lights are turned off at 1800 hours or when otherwise directed.
12. Train to properly utilize all equipment that is introduced by OSCO for access control or the screening of personnel entering the facility through this post. This includes the proper use of the Dittmer ProWatch system for monitoring electronic access verification to the Dittmer building and Dittmer Building PSP.
13. Respond to alarms associated with the PACS for the Dittmer Building east entrance. Ensure that all alarm activity associated with this post is entered in the ProWatch Event Log. Entries will include alarm assessment, cause, and name of subject (if applicable).

14. Provide administrative support by maintaining documentation such as security alerts, daily Dittmer visitor logs, and any other documentation deemed necessary by the Contractor or OSCO. Conduct other administrative duties as assigned by the Contract Manager or OSCO.
15. Be knowledgeable of building evacuation, shelter-in-place procedures, and other contingency procedures and assist Post 9 when necessary.
16. Perform security procedures as directed by the Security Supervisor, Contract Manager, or OSCO. Procedures for this post may be changed OSCO as circumstances dictate.

#### B.12.5. ROSS SECURITY POST 5

##### A. Description of Post

This is a one-person post operated by an armed, uniformed security officer generally 24 hours per day, seven days per week. Post 5 is located at the main gate on North Road adjacent to District Office Building 1 (DOB-1). This post is the primary access point for employees and visitors to the Ross Complex. The primary responsibility of this post is to ensure that only authorized personnel gain access to the Ross Complex. The officer assigned to this post will coordinate and communicate with other security posts to ensure a smooth flow of traffic occurs and to ensure authorized vehicles, visitors, and vendors are traveling to their appropriate destinations. This post will routinely communicate with the primary visitor processing post (Post 4) in order to establish and or confirm the authorization of visitors.

##### B. Designated Shifts

This post will generally be manned in three 8-hour shifts as follows:

Shift One: 2200 - 0600  
Shift Two: 0600 - 1400  
Shift Three: 1400 - 2200

##### C. Post Duties

1. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
2. Primary responsibility is to ensure that only authorized personnel are permitted access to the Ross Complex through the main gate. This includes both vehicle and pedestrian traffic. Access will be permitted to BPA federal and contractor employees with valid identification badges.
3. Control access of visitors and their vehicles by ensuring all occupants of the vehicle have displayed proper photo identification, vehicle inspections are completed, and those seeking entry meet OSCO requirements for access. Vehicle operators must have a valid state drivers' license and insurance to drive on BPA property. Once processed at Post 5, visitors will be directed to the Dittmer east entry, Ross Post 4, for sign-in procedures. Contact Post 4 by radio or telephone to notify Post 4 officer that a visitor, non-badged employee, or contractor is in route to Post 4. The vehicle will be observed to ensure it travels directly to Post 4.
4. Conduct vehicle inspections according to current procedures as established by the Contractor and approved by OSCO.
5. Permit access to individuals that are listed under the carpool program as directed by OSCO.
6. Inform all visitors that firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If it is determined that a visitor, or contractor is carrying a weapon or other prohibited contraband, the situation will be handled in accordance with site specific procedures. The officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident will immediately be reported to the Security Supervisor, Contract Manager, and OSCO.

7. Personnel or vehicle entry procedures may be modified by OSCO as needed.

#### D. Vehicle Barriers and Security Procedures

1. During normal duty hours, 0600 – 1800 on weekdays, employee lane vehicle barriers, such as tire shredders and gate arms, shall remain engaged and active except during periods of heavy traffic flow, or as otherwise directed by the Contract Manager or OSCO. Between the hours of 1800 and 0600, Monday through Friday, and from Friday at 1800 to Monday morning at 0600 and on holidays, employee lane vehicle barriers will remain engaged and active at all times. When Post 5 steps away from the gate shack to inspect a vehicle in the visitor vehicle lane, the employee lane vehicle barriers will be engaged.
2. Visitor lane vehicle barriers shall remain in the secured position until all visitors associated with the subject vehicle have been verified as authorized to enter the Ross Complex and the vehicle associated with the visitor has been properly screened. Verification of visitors may require coordination with Post 4 or OSCO.
3. Visitor lane vehicle barriers shall be opened only after the visitor vehicle and the visitor(s) have been screened, determined to be free of contraband or prohibited items, and determined to be authorized to be in site.
4. Immediately after allowing entry of authorized visitor vehicles, all visitor vehicle barriers shall be returned to the secure position prior to commencement of further visitor processing.
5. Procedures for the use of vehicle barriers may be modified at the discretion of the Contract Manager and OSCO.

#### B. Vehicle Barrier and Security Procedures During Higher Threat Levels

6. All vehicle barriers shall remain active and engaged when higher threat conditions exist as directed by the Contract Manager or OSCO.
7. If a security officer or the on-duty Security Supervisor determines conditions exist that warrant vehicle barriers being maintained constantly in the active and engaged position, the Security Supervisor shall notify the Contract Manager and OSCO immediately.

#### B.12.6. ROSS SECURITY POST 6

##### A. Description of Post

This is a one-person post operated by an armed, uniformed security officer generally 8 hours per day, Monday through Friday, excluding holidays. This post is located at Gate 6 near the Investment Recovery Center (IRC). This post serves as the main entry point for commercial vehicles, delivery trucks, and other large vehicles. The primary responsibility of this post is to ensure that only authorized vehicles and personnel gain access through this gate and that they are screened appropriately. The officer assigned to this post will be adequately trained and familiar with vehicle inspection techniques and will be required to conduct inspections of large commercial vehicles, paying close attention and looking for suspicious items, contraband, dangerous weapons including explosives and bombs. The officer assigned to this post will coordinate and communicate with other security posts and/or BPA personnel (vendor points of contact) to ensure delivery authorization, ensure a smooth flow of traffic, and to ensure vehicles, visitors, and vendors are traveling to their authorized destinations.

##### B. Designated Shift

This post is to be manned generally one shift per day, generally from 0700 to 1500.

##### C. Post Duties

1. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
2. Ensure that only authorized vehicles and personnel gain access through gate 6 and that they are screened appropriately. Gate 6 is the only authorized entry for commercial delivery vehicles. This is a one-way gate and normally not authorized for exit purposes. Commercial vehicles entering through Gate 6 will normally be directed to exit through Gate 4, which is a one-way automated exit gate.
3. Direct non-commercial vehicles, visitors, and employees or contractors in passenger vehicles around the exterior of the complex to Post 5, the main gate, for entry. Other use of this gate for special circumstances may be directed by the Contract Manager or OSCO
4. Close the south gate to incoming traffic during the inspection process once a vehicle is allowed entry into the inspection area. Allow processed and cleared inbound vehicles to pass through the north gate. Secure the north gate prior to allowing the next vehicle access through the south gate into the inspection area. This process should permit only one vehicle at a time in the sally port, providing for officer safety and appropriate access control. The security officer at this post will inform all drivers that they must exit through Gate 4 and provide directions as needed.
5. Issue appropriate temporary access badges and maintain a visitor log to annotate the visitor/commercial operator, and other persons authorized to access through Gate 6. All commercial vehicle operators and drivers must have a valid drivers' license. All persons entering through this gate must be a U.S. Citizen, unless otherwise approved by OSCO. Passengers must have valid photo identification and insurance to be issued a temporary access badge and operate a motor vehicle on BPA property. Drivers and visitors will be instructed to relinquish the temporary access badge upon departure through Gate 4.
6. Allow large government vehicles whose drivers have valid BPA or other authorized government identification to utilize the gate without inspection unless specifically directed by OSCO.
7. Inform all visitors that firearms and dangerous weapons are prohibited and ask all visitors if they are carrying any firearms or other dangerous weapons. If it is determined that a visitor, or contractor is carrying a weapon or other prohibited contraband, the situation will be handled in accordance with site specific procedures. The security officer shall not recommend any course of action regarding the disposition, storage or security of the subject weapon or contraband. The incident will immediately be reported to the Security Supervisor, the Contract Manager, and OSCO.
8. Vehicle entry procedures may be modified by the Contract Manager and OSCO.

#### B.12.7. ROSS SECURITY POST 7 (Currently not active)

##### A. Description of Post

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

#### B.12.8. ROSS SECURITY POST 8

##### A. Description of Post

The Ross Complex vehicle patrol, security Post 8, is an armed, uniformed, one-person patrol on duty generally 10 hours per day, Monday through Friday, excluding designated government holidays. The primary responsibility of this post is to provide patrol coverage for the Ross Complex.

The officer assigned to this post will coordinate patrol coverage with the Post 3 security officer and communicate with other security posts to ensure a smooth flow of traffic and to ensure vehicles, visitors, and vendors are traveling to only their authorized destinations. This post may be required to assist in manning or breaking other posts.

B. Designated Shift.

This post will be manned one shift per day, generally from the hours of 0800 - 1800.

C. Post Duties.

1. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
2. Patrol the Ross Complex on a random basis. This will include external and internal patrols.
3. Be especially observant during the course of patrols for trespassers, building security issues, fire and safety hazards that should. Report abnormalities in accordance with established procedures.
4. Conduct perimeter checks, observing for fence line holes, damage, or suspected unauthorized entry. Record perimeter checks and any damaged locations in the Security Officer's Report and notify Post 9.
5. Respond to alarms. Check the cause of intrusion alarms or fire alarms, request assistance, and reset intrusion alarms if appropriate. If the equipment is malfunctioning, notify Post 9. Assist as appropriate, but do not abandon other patrol duties. Record the activity in the SOR and when necessary, complete an incident report. Priority response will be given to any evidence of intrusion or unauthorized access to the CSB Limited Area (room 104), NERC CIP areas, or other critical assets.
6. Respond to other emergencies as required. Facilitate the entry of emergency vehicles and personnel. This may include controlling traffic and/or escorting emergency vehicles to the site of the emergency.
7. Assist in monitoring vehicular traffic entering and departing the Ross Complex.
8. Coordinate other patrol activities with Post 3 and the Security Supervisor, to include patrol coverage for BPA's Park Place office complex.
9. Assist in the break rotation or staffing of other Ross posts as designated by the Security Supervisor. As much as possible this post will provide continuous vehicle patrol of the Ross Complex.
10. Enter all incidents in the Security Officer's Report and provide written reports as required.
11. Respond to assist BPA employees or contractors with vehicle lock-outs, escorts to vehicles, etc.
12. Perform other duties as directed by the Security Supervisor, Contract Manager, or OSCO.

B.12.9. ROSS SECURITY POST 9 ALARM MONITORING STATION

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

B. Description of Post

1. This post is located in the Alarm Monitoring Station (AMS) near the west entry to the Dittmer building. This generally is a one-person post, occupied by an armed, uniformed security officer 24 hours per day, 7 days per week. The security officer will be equipped with the equipment necessary to perform the required security services.

2. The primary responsibility of this post is to provide monitoring of security alarm systems that are not associated with BPA's NERC CIP sites, CCTV systems, and remote security systems at all hours and under all conditions. In addition to these duties, this post will be familiar with duties related to Post 10, providing backup for Post 10 when necessary. This will include monitoring designated NERC CIP sites and interacting with personnel regarding access control and security issues relating to those sites.

#### C. Designated Shifts

This post will generally be manned in three 8-hour shifts as follows:

Shift One: 0000 - 0800  
Shift Two: 0800 - 1600  
Shift Three: 1600 - 2400

#### D. Post Duties

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

10. Act as the primary point of contact for any Dittmer building access issues for employees and contractors after Post 1 and Post 4 has closed for the day, including on weekends and holidays.
11. Issue and collect keys to authorized personnel as determined by OSCO. This may include, but is not limited to, janitorial staff.
12. Record information pertaining to false and nuisance alarms for security systems in accordance with established procedures. Report problems with alarm system or CCTV system hardware or software in accordance with established procedures.
13. Assist with security system testing as directed.
14. Notify appropriate personnel during inclement weather in accordance with established procedures. Additional duties may include updating the BPA Emergency Information web site to reflect possible building closures or delayed openings.
15. Maintain communications with the BPA nurse at the Ross Complex and Park Place office complex, making notifications to the nurse for emergency medical situations during normal business hours. This may include cell phone or radio communications.
16. Be familiar with operating and sending emergency notifications through the designated Emergency Notification System (ENS).
17. Answer the Federal Crime Witness Hotline as directed by OSCO. Additionally, this post may be required to assist OSCO's Crime Witness Coordinator with specific administrative duties.
18. Perform other duties as assigned by the Contract Manager in coordination with OSCO.

**B.12.10. ROSS SECURITY POST 10 ALARM MONITORING STATION (AMS) – NERC SYSTEMS**

- A. This post falls under the U.S. Department of Labor, Wage Determination category of Alarm Monitor.
- B. Description of Post
  1. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or efficiencies in accordance with established procedures.
  2. This post is located in the Alarm Monitoring Station (AMS) near the west entry to the Dittmer building. This is generally a one-person post, occupied by an armed, uniformed security officer 16 hours per day, Monday through Friday, excluding holidays. At BPA's discretion, the option to convert this post to 24 hours per day, 7 days per week, may be exercised. The security officer will be equipped with the equipment necessary to perform the required security services.
  3. The primary responsibility of this post is to provide monitoring of NERC CIP security alarm systems, PACS, and CCTV systems under all conditions. This post serves as the primary point of contact with BPA personnel regarding access control and security of designated NERC CIP field sites and facilities. Additionally, this post will provide backup to the Post 9 AMS officer. In addition to these duties, this post serves as a primary point of contact for any Dittmer building NERC CIP PSP access issues for employees and contractors.

C. Designated Shifts

As a 16-hour post, this post will generally be manned in two 8-hour shifts as follows:

Shift One: 0600 - 1400  
 Shift Two: 1400 – 2200

D. Post Duties

1. Monitor security alarm systems and CCTV systems for all designated NERC CIP sites and facilities, to include the Dittmer building NERC CIP PSP (Dittmer Control Center).
2. Be familiar with all Post 9 duties and provide backup as necessary for monitoring non-NERC CIP sites. This includes the Ross Complex, the Federal Credit Union at the Plant Services Building, Headquarters, and other field sites as determined by OSCO. This shall also include the monitoring of security systems and CCTV systems at the Eugene Starr Complex as outlined in established procedures.
3. Utilize established SOP's and procedures for responding to emergency situations or alarm activations associated with NERC CIP sites. When necessary, Post 10 will dispatch appropriate patrols and contact the Clark County Regional Communications Agency to request response from outside agencies for situations at the Ross Complex. The Contract Manager and OSCO will be notified when outside agencies are contacted to respond.
4. Notify local law enforcement, the Contract Manager, and OSCO in the event of suspicious or criminal activities in accordance with Standard Operating Procedures.
5. Follow established procedures relating to NERC CIP sites and when appropriate, contact the appropriate BPA Control Center (Dittmer or Munro) in response to alarms or other emergency situations occurring at NERC CIP field sites.
6. Respond to ProWatch alarms associated with NERC CIP sites and follow established response procedures. Ensure that all alarm activity associated NERC CIP sites are entered in the ProWatch Event Log. Entries will include alarm assessment, cause, and name of subject (if applicable).
7. In the absence of Post 9, serve as a command and control/communications function for all posts and patrols. Dispatch patrols/security officers as needed to support daily security operations. Communicate information to patrols regarding any unusual or suspicious activity.
8. In the absence of Post 9, conduct periodic radio checks of all security posts. Communications checks shall be made by radio every hour during daylight hours and every 30 minutes during hours of darkness. During increased threat levels, communications checks shall be conducted every 30 minutes. The frequency of communications checks may be changed by the Contract Manager or OSCO. Certain posts may communicate by cellular phone or landline when radio transmission is not possible.
9. Maintain the NERC CIP Security Desk Blotter, listing security-related activity for NERC CIP sites for a 24-hour time period. Formatting or content of specific blotter entries may be added or changed by OSCO. This blotter will be submitted daily to OSCO and will replace the SOR for this post.
10. Perform other administrative functions associated with the monitoring of NERC CIP sites such as, but not limited to, maintaining electronic and hard copies of Weekly Alarm Mask Outage Log, NERC Physical Security Perimeter (PSP) Alternate Access Log, Call-Down Lists, NERC Reports, and Duty Officer Schedules. Record and maintain CCTV clips and generate CD-ROMs of NERC CIP security-related incidents. Write and submit incident reports as applicable.
11. Act as the primary point of contact for any Dittmer building PSP access issues for employees and contractors.
12. Record information pertaining to false and nuisance alarms for NERC CIP security systems in accordance with established procedures. Report problems with alarm system or CCTV system hardware or software in accordance with established procedures.
13. Assist with security system testing as directed.
14. Be familiar with operating and sending emergency notifications through the Emergency Notification System (ENS).

15. Perform patrols of the Dittmer building, Dittmer Control Center, and Dittmer building exterior when directed by the Contract Manager or OSCO. When possible and able to do so, Post 10 may act as the primary response element for security issues associated with the Dittmer building or Dittmer building PSP.
16. Perform other duties as assigned by the Contract Manager in coordination with OSCO.

**B.13. BPA PARK PLACE LEASED OFFICE COMPLEX SECURITY POST 1 (Currently not active)**

**A. Description of Post**

1. This post is not currently active. This post may be activated and manned for contingency operations, specific threat conditions, or other security needs. Activation of this post will be under the direction of OSCO.
2. When activated, this post shall be a one person post occupied by an armed, uniformed security officer at the Park Place office complex leased office space, located at 7500 NE 41<sup>st</sup> Ave., Vancouver, WA 98662.
3. When activated, this post shall generally be manned 12 hours per day, Monday through Friday, except federal holidays or as otherwise directed by OSCO. This post may be unarmed as allowed in section B.3.B. "Exclusions" unless circumstances associated with the activation of this post warrants no exclusion as decided by OSCO.
4. The primary responsibility of this post is to monitor access of persons entering the BPA controlled areas and patrol the facility and adjacent public areas.

**B. Designated Shifts**

This post will generally be manned in one 12-hour shift from 0600 – 1800 Monday through Friday, except designated federal holidays.

Once activated, additional hour requirements or posts may be added at the discretion of OSCO in coordination with the Contract Manager depending on threat level conditions.

**C. Post Duties**

1. Conduct functional checks of all equipment and systems used on this post upon assuming duties. Report equipment malfunctions or deficiencies in accordance with established procedures.
2. Perform thorough interior and exterior patrols of designated buildings as often as possible throughout the duration of the shift. The officer shall conduct vehicle patrols of the complex, parking areas, garages, etc. Interior patrols shall include random foot patrols of the various work areas of the buildings occupied by BPA. Attention will be given to stairwells, work areas, restroom facilities, lobbies and entrances. The officer is expected to interact with employees while performing their rounds, thus giving the employees a sense of active security operations.
3. Remain alert for unusual, suspicious, or unauthorized activities in, around, and throughout the Park Place office complex area. Respond and report these activities as needed.
4. Monitor personnel traffic entering, exiting, and inside buildings.
5. Monitor activities in the main lobbies of buildings to ensure safety and security of BPA work areas.
6. Respond to emergency situations involving the Park Place office complex. Ensure notification has been made to the BPA nurse for medical emergencies during normal business hours. This post will be familiar with emergency evacuation procedures for the Park Place office complex.

7. Verify identities of individuals entering BPA work areas as necessary. When necessary, remind BPA staff members to properly display their ID in accordance with established procedures. Report uncooperative personnel to the Contract Manager and OSCO.
8. Ensure that the building exterior doors to the main lobby are unlocked upon arrival for duty. Notify appropriate personnel if problems exist with the doors.
9. Issue appropriate temporary badges in accordance with established procedures. Retrieve temporary badges at the end of the day, or upon conclusion of work that day.
10. Maintain communications with the AMS (Post 9) for the Ross Complex.

#### B.14. EUGENE STARR COMPLEX SECURITY POSTS 1 and 2

##### A. General Information

Two security posts (Post 1 and Post 2) are assigned for the Eugene C. Starr Complex, located in The Dalles, Oregon. These posts will generally be manned by armed and uniformed security officers/supervisors. Exceptions to this will be for Post 1, which may be unarmed as allowed in section B.4.B. "Exclusions," but only during day shift hours while Post 2 is on duty as well. The unarmed status of Post 1 may not exceed 45 days without approval of the COTR.

A Security Supervisor will be assigned to the complex, on duty generally from 0800 to 1600 and will assume duties as either Post 1 or Post 2 in addition to performing supervisory duties. When Post 1 is occupied by an unarmed security officer, the Security Supervisor shall occupy Post 2.

All officers assigned to the Eugene Starr Complex will be trained and capable of operating the various security systems, CCTV systems, and remotely controlled gates. All officers assigned to the Eugene Starr Complex will also possess a valid Contractor's Access Permit, or other necessary permit, required for entering energized areas.

All officers assigned to the Eugene Starr Complex will be familiar with designated NERC CIP areas on the complex and access requirements associated with NERC CIP areas.

Under the direction of OSCO, the Contractor shall establish Standard Operating Procedures (SOP) specific to the Eugene Starr Complex. These procedures will facilitate compliance with BPA requirements and the operation of the security systems, CCTV systems, alarm response, operation of remotely controlled gates, and other systems as they are implemented. Vehicle inspections will be conducted in accordance with approved SOPs.

##### B. Post Descriptions

###### 1. Post 1

The primary responsibility of this post is to monitor access to the Starr Complex via access control systems and CCTV systems, address alarms associated with security systems, remotely operate gates as needed, liaison with Starr Complex management and personnel, and dispatch Post 2 (when posted). This post may be temporarily unarmed (Day Shift Only) in accordance with section B.4.B. to facilitate security officer licensing requirements.

###### 2. Post 2

The primary responsibility of this post is to conduct vehicle patrols, building foot patrols, incident response, vehicle inspections, and visitor access control. This post is to remain mobile and visible as much as possible. When an unarmed officer is manning Post 1, this post will be occupied by the Security Supervisor.

##### C. Designated Shifts

###### 1. Post 1

Generally posted 0800 – 1600, Monday through Friday, except holidays. This post is normally assumed by the Security Supervisor.

2. Post 2

24 hours per day, seven days per week and generally posted as follows:

Shift One: 0600-1400  
Shift Two: 1400-2200  
Shift Three: 2200-0600

D. Post Duties

1. Supervisor

- a. Serve as the primary point of contact regarding security related issues to the administrative and management staff at the complex.
- b. Perform functions such as standing post (Post 1 or Post 2), monitoring physical access and CCTV systems, and patrolling and responding to security incidents, other emergencies, or inspection of vehicles entering the complex as needed.
- c. Ensure compliance with all applicable portions of this statement of work as well as requirements for NERC CIP designated areas.
- d. Issue site specific temporary badges for visitors or employees who have forgotten their badge.
- e. Ensure all security incidents are reported to the Contract Manager, OSCO, and the complex management in a timely manner.
- f. Ensure Security Officer Reports and the daily Security Desk Blotter are accomplished in accordance with established directives.
- g. Assist, relieve, and train officers as needed.

2. Post 1

- a. Act as the primary post to monitor physical access and security-related activity via CCTV systems.
- b. Utilize established procedures for responding to emergency situations, alarm activations, suspicious activity, or criminal incidents. When necessary, dispatch Post 2 and contact the Wasco County Emergency Dispatch (911), to request response from outside agencies for situations at the Eugene Starr Complex. The Contract Manager and OSCO will be notified when outside agencies are contacted to respond.
- c. Respond as necessary to assist Post 2 in performing site-related duties or incident responses. Conduct patrols, access control, and assist as necessary for visitor access and vehicle inspections. Contact the AMS (Ross Post 9) prior to leaving this post to assist Post 2.
- d. Maintain the Security Desk Blotter, listing security-related activity and information for a 24-hour time period. Formatting or content of specific blotter entries may be added or changed by OSCO.
- e. Perform other administrative functions such as, but not limited to, maintaining hard copies and/or electronic copies of Security Checklists, Standard Operating Procedures, Security Alerts, Termination Advisories, Call-Down Lists, Incident Reports, and Duty Officer Schedules. When necessary, record and maintain CCTV clips and generate CD-ROMs of security-related incidents. Write and submit incident reports when applicable.

- f. Record information pertaining to false and nuisance alarms for security systems in accordance with established procedures. Report problems with alarm system or CCTV system hardware or software in accordance with established procedures.
  - g. Maintain communications with Ross Post 9 (AMS) through procedures established for communications checks.
  - h. Perform other duties as assigned by the Contract Manager in coordination with OSCO.
3. Post 2
- a. Conduct random patrols throughout the complex (a minimum of one every three hours and no less than three patrols in an eight-hour shift).
  - b. Conduct building foot patrols and building checks.
  - c. Conduct vehicle inspections as applicable or directed.
  - d. Respond to suspicious activity as observed or directed by the Security Supervisor or as reported by employees.
  - e. Respond to and investigate alarms on the complex.
  - f. Assist Post 1 as required.
  - g. Report suspicious activity to the Security Supervisor, and if directed, to the Contract Manager, OSCO, and complex management. During shift two and shift three, after normal complex business hours, it may be necessary for this post to report directly to local law enforcement in the event of an emergency and then notify the Contract Manager and OSCO.
  - h. Attend to the CCTV and alarm systems during certain hours as directed by the Security Supervisor. Notify the AMS (Ross Post 9) when leaving these systems unattended for conducting patrols.

#### B.15. SECURITY OFFICER DEPLOYMENT TO ENERGIZED FACILITIES

- A. Security officers may be required to deploy to energized facilities (or other non-energized facilities) to provide security in the event of increased threats, criminal activity or if substantial BPA assets need to be protected.
- B. These instructions and requirements are primarily intended to address guidance regarding the deployment of security personnel to BPA energized facilities, but may also include aspects identified for non-energized facilities. Due to the number of facilities that BPA is responsible for, it would be impractical to have a Statement of Work to cover each facility. Therefore, this section of the Statement of Work will serve as general instruction for the deployment of security officers with the understanding there may be some variations of duty and procedures depending on the specific facility to which security officers are deployed.
- C. For deployment to energized facilities, deployable security officers will generally be required to have a valid Contractor's Access Permit, or other necessary permit, for energized facility access. To obtain this permit, each deployable officer will be required to read the "Rules of Conduct Handbook," "Accident Prevention Manual," attend a briefing conducted by a qualified Chief Substation Operator, pass a written test administered by the Chief Substation Operator, and Complete Substation Electrical Hazardous Awareness Training
- D. These requirements must be met according to BPA policies. Exceptions to deploying officers without the Access Permit certification will be reviewed on a case by case basis for approval by OSCO.

- E. All deployable security officers must meet NERC CIP requirements for unescorted movement inside a NERC CIP facility.
- F. All security officers will be familiar with the safety information outlined in this section. In addition, requirements contained in the deployed security officer post orders outlined below will be followed.
- G. Emergency and Non-Emergency Deployment

The deployment of contract security officers is expected only in situations arising from either a credible and serious threat to a BPA facility, personnel, or resources, in the event OSCO determines a high likelihood of criminal activity could occur at a BPA site, or when other activity potentially jeopardizes the BPA mission to provide electrical power. Additionally, there may be non-emergency deployments scheduled for crime prevention during activities such as construction projects. As directed by the CO, deployments outside of local areas where officers are assigned will be reimbursable under the Federal Travel Regulation (FTR).

#### H. NOTIFICATION

The Contractor may be notified in writing, via e-mail, or phone call of a pending deployment or a request may be made verbally if a deployment is needed immediately. This notification can come from the CO, COTR, or Chief Security Officer. This notification may also occur from designated physical security representatives within OSCO upon approval from the CO, COTR, Chief Security Officer.

#### I. TRAINING

1. Bonneville Power Administration will provide certification training regarding safety in and around energized facilities. The following information illustrates the required training, time to accomplish the training and frequency required. The Contractor shall maintain an up to date list of security officers who hold a current Contractor Access Permit. A copy of this list will be provided to the COTR upon request.
2. Initial training will include certification of select security officers for the Contractor Access Permit. Additionally, all officers are required annually, and upon deployment, to read and comply with the requirements of the SOW section B.15.L. Security Officer Safety While Deployed at Energized Facilities.
3. Additional annual follow-up training will include a review of the Rules of Conduct Handbook by all personnel holding a Contractor Access Permit. This training shall be documented by the Contractor.
4. OSCO will confer with the Contractor to determine an appropriate number of officers that are deployment ready.

#### J. Equipment

Deploying security officers will receive a deployment kit with items needed to perform the assigned deployment mission. In addition to other optional items, the kit will consist of the following items:

1. BPA furnished equipment to be returned to BPA:
  - a. If needed, TLM radio, charger, spare battery and use instructions including frequency assignments.
  - b. Appropriate keys or instructions on obtaining key at the site.
  - c. Maps or driving directions to the specific site.
  - d. Contact call-down information for the site and region.
  - e. White hardhats and "Rules of Conduct Handbook" study guide.
  - f. Local Law Enforcement Contacts.
  - g. Night vision equipment, if needed.

2. Contractor furnished equipment:
  - a. All normal duty gear including rain gear, and cold weather gear as needed.
  - b. Appropriate Vehicle.
  - c. Cellular Telephone.
  - d. Portable Arming Barrel, or equivalent, safe procedure.
  - e. Water as needed.
  - f. Other items deemed necessary by the Contractor or COTR.

#### K. POST DUTIES

1. Generally, this will be an armed post. The following procedures cover the arrival, patrol and departure of the deployed officer. These procedures may vary due to time of deployment, specific site requirements, weather, and other unpredictable factors. The Contractor shall comply with the post duties as indicated by OSCO. Deviations from post duties require approval from OSCO.
2. Upon arrival at an energized facility, the officer will contact the appropriate Control Center, either Dittmer or Munro, and will sign the substation logbook (if possible) and note the time of arrival. The officer will also contact the Ross AMS to notify of arrival on site.
3. If needed the officer will gear up with uniform and equipment.
4. Under normal circumstances for energized facilities, BPA will have a Substation Operator meet with the officer when the officer arrives if the deployment is to a field site. If this is not possible, the officer should follow the direction of OSCO through the on-duty Security Supervisor.
5. If directed to patrol the perimeter of the facility, this will be accomplished either by foot or by vehicle, whichever is most practical for the facility and conditions present. A patrol of the entire facility, including out-buildings, shops, offices and storage areas, will be accomplished if applicable and directed by OSCO. Patrols inside the perimeter fence of an energized portion of a facility will not be conducted unless coordinated through OSCO. Maintenance, warehouse and other non-energized areas may be patrolled by vehicle.
6. Depending on circumstances, the deployed officer may have access to the energized control house and/or other facilities; however, the officer will not enter the control room of a control house without the approval of the Substation Operator. Depending on where the restroom, telephone, and entry/exits may be, passage through the control room may be necessary. This situation would only apply for energized facilities.
7. If the officer must enter the control room inside the control house, extreme caution will be exercised to avoid contacting control switches, handles and other equipment. Additionally, equipment on the officer, such as pepper spray, firearm, radio, and handcuffs could inadvertently catch or snag on control handles and switches. Officers will use due caution to avoid such contact.
8. If an intruder is discovered on site, the officer will attempt to control the situation in the safest manner possible. For energized facilities, potentially life-threatening hazards exist that preclude struggling with an intruder inside an energized area. Under no circumstances shall any officer pursue a suspect into an energized facility. If the intruder gains access to the energized yard and is non-compliant, the officer will immediately contact law enforcement for assistance and notify the appropriate Control Center as soon as it is safe to do so.
9. If an intrusion into an energized area is suspected, the officer will contact law enforcement for assistance and notify the appropriate Control Center as soon as it is safe to do so. The officer will take a position of cover that allows for observation of the facility and await the arrival of law enforcement.

10. Security Officer Reports (SOR's) will be kept noting the date and time of various patrol duties such as perimeter, building, or surrounding area checks. If the officer must leave the post during shift, there will be a record of the time and reason for the departure.
  11. At the end of shift, prior to departure, the officer will notify the appropriate Control Center, sign the substation log book (if possible), and note the time of departure if posted at an energized facility. For any deployment, the officer will notify the Ross AMS prior to departure at the end of the shift.
  12. The deployed security officer will maintain communication capability with the AMS (Ross Post 9) unless circumstances, such as the remote location of the facility, prevent the ability for communications.
- L. Security Officer Safety While Deployed to Energized Facilities. The following procedures are intended to establish guidance regarding the performance of security operations in and around BPA energized high voltage facilities.
1. Prior to deployment to an energized facility, this order will be reviewed by all deploying officers and a log or form will be signed acknowledging they have read and understand this order. The log or form will include printed name, date, signature of officer, and location deployed.
  2. A copy of the order, and the accompanying officer signature, will become a permanent record maintained by the Contractor. The record will be made available to OSCO and the Safety Office if requested.
  3. At least annually, all officers will be required to review this order. The contractor will document this review and provide a copy of the documentation to the COTR upon request.
  4. A copy of this order will be made part of the deployment kit.
- M. Officer Safety Considerations in Energized Facilities.
1. Suspects
    - a. Security Officers will not pursue suspects into an energized facility including the control house. To do so places the officer at an unacceptable risk due to the high voltages present in the energized facilities.
    - b. In the event it is suspected that the facility has been breached, the officer will immediately seek law enforcement assistance, notify the appropriate Control Center, either Munro or Dittmer, and take up a position which can offer the opportunity to observe and report as well as provide adequate officer safety.
    - c. If the officer is already in the energized facility conducting security patrol or other duties and an intruder is discovered, the officer will attempt to safely control the situation with officer safety as the highest priority. He or she should not attempt to take an uncooperative suspect into custody, shall immediately seek law enforcement assistance, and when safe to do so notify the appropriate control center.
  2. Discharge of Firearms
    - a. Damaged high voltage equipment can cause lethal ground voltages which could cause the injury or death of personnel in the area. Electrical components such as transformers, circuit breakers and electrical transmission lines can cause a possibility of electrocution without actually touching the damaged component.
    - b. Officers shall avoid discharging a firearm in, around or near an energized facility unless the circumstances are so grave that no other alternative exists.

## B.16. OTHER KEY POSITIONS

The positions identified below in section B.16.1. through B.16.4. 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 COTR. Final personnel selections shall be reviewed and approved by the COTR.

### B.16.1. CONTRACT PHYSICAL SECURITY SPECIALIST

#### A. General Requirements

1. The Contractor shall provide support to the BPA Physical Security Team with one (1) Contractor Physical Security Specialist to be located in the Security and Continuity of Operations (OSCO) Office at BPA Headquarters, 905 NE 11<sup>th</sup> Ave, Portland, OR 97232, Monday through Friday, 8-hours per day, except Federal Holidays. Funding for this position will be assessed annually.
2. The contract employee assigned to this position shall not be assigned any other duties under this contract, such as security officer duties or AMS duties; nor shall they be assigned any other duties associated with any other contract. It is intended that the individuals selected to this position will be able to focus entirely on the needs associated with the OSCO Physical Security Team.
3. The Contractor shall provide an individual for this position who has knowledge, skills, and abilities in the minimum following areas:
  - a. Knowledge of security practices, to include concepts associated with layered security principles, access control, visitor control, and the use of security systems and CCTV systems supporting these practices.
  - b. Evidence collection and preservation.
  - c. A basic understanding of operations security and information security principles.
  - d. Computer skills sufficient to independently develop reports, standard operating procedures, spreadsheets, diagrams, charts, graphs, and other products that may be needed. (e.g. – MS Word, Excel, Access, SharePoint, Visio).
  - e. Writing skills sufficient to independently draft reports, standard operating procedures, assessments, or other documents consistent with physical security operations.
  - f. Effectively communicate with personnel internal to the organization as well as external organizations, including law enforcement.
4. The Contract Physical Security Specialist shall act as a representative of the OSCO Physical Security Team for liaison with various law enforcement agencies around the BPA service area, the public, and other federal agencies.

#### B. Duties

1. The contract employee will work on a variety of tasks related to Physical Security. The contract employee will receive workload and priorities from the BPA Physical Security Manager or designee.
2. The contract employee will focus on following duties:
  - a. Security incident response, follow up, and documentation.
  - b. Drafting, distributing, and filing Access Status Notifications and Security Alerts.
  - c. Development of draft program documentation such as Security Plans, Standard Operating Procedures, and Security Self Assessments for BPA's acceptance and approval. This may

require the contractor employee to travel within BPA's service area; occasionally on short notice and, infrequently for periods of up to one week.

3. At BPA's discretion, the selected individual may be required to attend formal training at the Department of Energy National Training Center, or other training as deemed appropriate by OSCO.
4. The contract employee will be granted full access to BPA email and other electronic information systems needed to respond to security incidents, research BPA data bases and develop reports. The Contract employee will contact employees, management, law enforcement and citizens to develop incident information and evidence.
5. Other work will include, but is not limited to:
  - a. Responding to security incidents which may include travel to all areas of the BPA service area and remote right of ways.
  - b. Creating security incident reports and supporting documentation sufficient to determine root cause of security incidents.
  - c. Submit reports to various law enforcement agencies and to the Department of Energy Emergency Operations Center according to policy established for Incidents of Security Concern.
  - d. Follow up with and provide feedback to BPA employees, management, and various law enforcement agencies regarding security incidents, security violations and criminal activity.
  - e. Collect and preserve evidence to be used by OSCO and law enforcement.
  - f. With guidance from and approval of the Physical Security Manager:
    - i. Create written draft security related Standard Operating Procedures.
    - ii. Create written draft Updated Physical Security Plans.
    - iii. Create written draft Security Post Orders.
    - iv. Create written draft BPA security policy.
  - g. Assist with conducting security surveys or risk assessments under the guidance of the Physical Security Manager:
    - i. Conduct site visits
    - ii. Provide written documentation of security related observations
    - iii. Research BPA databases for preliminary risk assessment information
    - iv. Write reports within the risk assessment framework provided by BPA and with guidance from the Physical Security Manager
  - h. Assist with conducting self assessments under the Security Self Assessment Program according to guidance provided by the Physical Security Manager.
  - i. Assist with the creation and implementation of the Performance Testing Program by developing documentation and procedures according to guidance provided by the Physical Security Specialist Manager.
  - j. Assist with physical security-related field site visits. The Contract Physical Security Specialist may be required to obtain BPA training and certification for entry into energized facilities as needed to support the Physical Security Mission.
  - k. Other duties as assigned relating to Physical Security, to include security event liaison, planning, and logistics.

### C. Physical Requirements

1. Physical demands include the ability to hike on remote right of way properties carrying a minimum of equipment such as small backpack with water, camera, rain gear, small hand tools and other minimal outdoor supplies.
2. The incumbent may be required to carry Crime Witness Hotline Program material such as signs, hardware and small hand tools to affix signs to fences and other BPA structures as specifically authorized.
3. The incumbent must be in good health and have a valid driver's license without criminal justice system imposed restrictions. Work will include exposure to weather conditions typical to the Pacific Northwest including mountain regions, high desert, coastal areas and temperate valley areas.
4. The incumbent may be required to stand or walk for long periods of time.

## **PART C – SUPPORTING INFORMATION**

### **C.1. PERFORMANCE ASSURANCE**

The Contractor shall establish a performance assurance, or quality assurance, program that ensures personnel performing duties under this contract have the appropriate knowledge, skills, and abilities to perform work in both corporate and industrial security functions; personnel are screened to meet the highest level of integrity to perform security-related duties; personnel are able to meet extensive background checks and security clearance standards; personnel meet appropriate physical capability/readiness levels associated with security-related duties; personnel retention is addressed to maintain continuity of personnel and a low employee turnover rate. This performance assurance, or quality assurance, program may be a pre-existing program employed by the Contractor; however it must meet any additional specific requirements outlined within this statement of work. Upon award of the contract, the Contractor shall provide to the COTR documentation of their performance assurance, or quality assurance, program and how their program meets these elements.

Additional BPA-specific elements necessary for this contract are outlined below. The Contract Manager shall have the over-arching responsibility for ensuring all BPA-specific elements of the Performance Assurance Program outlined below are met.

#### **A. Training Elements**

##### **1. Job Task Analysis (JTA)**

- a. A JTA shall be developed for all security posts within 90 days of the award of the contract.
- b. JTA's shall be reviewed and updated a minimum of annually. Reviews shall be documented by the Contractor.
- c. The JTA will serve as the basis for individual security post training as well as security post certifications.

##### **2. Security Post Certifications**

- a. The Contractor shall develop methodology, requirements, documentation methods, and testing material to conduct initial security post certifications as well as annual (recurring) security post certifications to be implemented within 90 days of the award of the contract.
- b. At a minimum, initial security post certifications shall include task knowledge/task performance certification based on the applicable security post JTA as well as written testing. This shall apply for new hires and for existing security officers newly assigned to a security post.
- c. Annual security post certifications shall include a minimum of written testing for all security officers.
- d. Security post certification methodology shall be hierarchical and approved by the COTR.

#### **B. Self Assessments**

1. The Contractor shall conduct annual self assessments relating to security posts, post duties, and security training, security firearms training, and firearms safety.
2. Self assessments will identify findings, if applicable, and corrective actions.
3. The Contractor shall track and follow-up on corrective actions in an effort to close identified findings.
4. The Contractor shall notify the COTR upon the initiation of a self assessment and shall provide to the COTR the written self assessment report within 14 business days of the assessment completion.

#### **C. Performance Testing**

1. The Contractor shall develop methodology to implement, document, and maintain performance

testing (e.g. – security exercises and limited scope performance tests) for the security force that can be carried out by any of the following: designated OSCO personnel, the Contract Manager, the Training Program Administrator, or designated security supervisors.

2. Performance testing methodology shall include an applicable safety plan and shall be approved by the COTR before implementation.
3. Performance testing methodology shall be finalized for approval within 120 days from the award of the contract.
4. Once finalized and implemented, written records of performance testing shall be forwarded to the COTR.
5. Performance testing shall be performed randomly, a minimum of twice a month and documented. The aggregate of tests conducted within a year shall include all facilities where security officers are present.
6. Documentation shall include evaluation criteria/objectives, results, and corrective actions needed, if applicable.

#### C.2. DISCLOSURE OF INFORMATION

- A. Neither the Contractor nor any of its employees will disclose or cause to be disseminated any information concerning the operation of any BPA facility which could result in or increase the likelihood or the possibility of a breach of security or the activity therein, or interrupt the continuity of its operations. Disclosure of information relating to the services hereunder to any person not entitled to it and approved by OSCO, or failure to safeguard any sensitive or classified information that may come to the Contractor, or any person under its control in connection with work under this contract, may subject the Contractor or its employees to criminal liability. (Refer to 18 USC 793, 798.)
- B. All inquiries, comments, or complaints arising from any matter observed, experienced, or acquired as a result of or in connection with the performance of this contract and the resolution of which may require the dissemination of official information, will be directed to the COTR. Deviations from or violations of any of the provisions of this subsection may result in contract termination for default. Contractor employees shall not make statements to the news media without the approval of the COTR.
- C. The Contractor shall follow all policies and procedures associated with information pertaining to the Privacy Act of 1974 and shall follow BPA Information Protection Program standards associated with Official Use Only (OUO) information, Critical Information (CI), or Critical Cyber Asset Protected Information (CCAPI).

#### C.3. PERFORMANCE EVALUATIONS

The CO and COTR shall meet with the Contractor in-person not less than annually to discuss results of BPA quality control findings and overall performance. The CO may request that the Contractor take additional steps to improve both, overall performance and adherence to submitted plans. Non-adherence to submitted plans may reflect negatively during annual performance evaluation and/or result in BPA taking other contractual remedies. BPA shall use performance evaluations as a factor to determine whether to exercise any available option and/or as a factor to determine whether to award any future contract(s).

## PART D – MUNRO CONTROL CENTER

### D.1. MUNRO CONTROL CENTER AND SCHEDULING CENTER

- A. BPA is currently undergoing a project to build a new, alternate scheduling center at BPA's existing Munro Control Center, located in Mead, Washington. Once completed, this facility will be a major critical asset for the agency's ability to maintain electrical reliability and stability for the region. Due to the nature of this facility, physical protection strategies will include the addition of armed security services.
- B. At the time armed security services are needed (projected April 2014), a Modification to this Contract will be initiated to fund armed security officer resources at Munro. An updated SOW will be provided to the Contractor containing post specific information.

### D.2. GENERAL REQUIREMENTS AND PERFORMANCE

- A. With the exception of sections B.12 – B.14 and B.16, all portions of this SOW will apply to security services contracted for the Munro Control Center and Scheduling Center. Site specific post information will be supplied at the time the SOW is updated and provided through contract amendment. General post requirement information is provided in section D.3.
- B. All officers assigned to the Munro facility will be trained and capable of performing their duties as indicated in Section B.5., B.5.1. through B.5.4., and B.6. of this SOW. In addition, all applicable Deliverables and Performance identified in section B.10. shall be met by the Contractor.
- C. All officers assigned to the Munro facility will be familiar with designated NERC CIP areas located at the facility and access requirements associated with NERC CIP areas.
- D. Under the direction of OSCO, the Contractor shall establish Standard Operating Procedures (SOP) specific to the Munro facility. These procedures will facilitate compliance with BPA requirements and the operation of the security systems, CCTV systems, alarm response, operation of remotely controlled gates, and other systems as they are implemented.

### D.3. GENERAL POST AND GUARD HOUR REQUIREMENTS

#### A. General Information

Two security posts (Post 1 and Post 2) shall be assigned for the Munro Control Center and Scheduling Center. These posts will be manned by armed and uniformed security officers.

#### B. Post 1, Munro Alarm Monitoring Station (AMS)

1. This post falls under the U.S. Department of Labor, Wage Determination category of Alarm Monitor.
2. This post shall be located inside the Munro Scheduling Center facility, alternate Alarm Monitoring Station (AMS). This shall be a one-person post, occupied by an armed, uniformed security officer 24 hours per day, 7 days per week. The security officer shall be equipped and trained as necessary to perform the required security services.
3. When implemented, the primary responsibility of this post shall be to provide monitoring of security alarm systems that are associated with the Munro facility and BPA's NERC CIP sites, to include associated CCTV systems and remote security systems at all hours and under all conditions (similar to Ross Post 9 & 10). In addition, this post will be familiar with duties related to Ross Post 10, providing backup for Ross Post 10 when necessary. This shall include monitoring designated NERC CIP sites normally monitored by Ross Post 10 and interacting with personnel regarding access control and security issues relating to those sites.
4. It is estimated that this post will require approximately 8,760 annual guard hours.

5. Specific post duties will be developed and added to this SOW prior to implementing this section of the SOW.

C. Post 2, Patrol

1. This post falls under the U.S. Department of Labor, Wage Determination category of Guard II.
2. This shall be a one-person security post, occupied by an armed, uniformed security officer 8 hours per day, 5 days per week, with the exception of federal holidays. The security officer shall be equipped and trained as necessary to perform the required security services.
3. The primary responsibility of this post shall be to conduct vehicle patrols, building foot patrols, incident/alarm response, vehicle inspections, and visitor access control. This post shall remain mobile and visible as much as possible.
4. It is estimated that this post will require approximately 2,080 annual guard hours for the services performed.
5. Specific post duties will be developed and added to this SOW prior to implementing this section of the SOW.

D.4. GOVERNMENT FURNISHED MATERIALS AND EQUIPMENT

Refer to section A.4. of this SOW

D.5. CONTRACTOR FURNISHED MATERIALS AND EQUIPMENT

The Contractor shall furnish all training, personnel, uniforms, equipment, materials, and supervision to maintain the physical security of BPA buildings and employees located at locations where services are performed.

A. The Contractor shall provide the following items of operational equipment:

1. One hand-held portable public address system with batteries for each of the following locations: Ross and Eugene Starr.
2. One hand-held, battery-operated spotlight with batteries for each of the following locations: Ross and Eugene Starr.
3. Sufficient radio/cell phone equipment, to maintain contact with security officers and Facilities personnel at each of the following locations: Ross and Eugene Starr.
4. One (1) each 800 MHz capable hand held radio to be compatible with assigned frequencies as determined by BPA to be maintained at the local office and all security posts of the Ross Complex. Additionally, the contractor shall provide one handheld 800 MHz unit per each vehicle patrol at Ross. Additionally, a base station on the 800 MHz frequency shall be provided to Ross Post 9, Ross Post 2, and as other needs occur.
5. A copy of Emergency Procedures and any call-out rosters for the Ross Complex, Eugene Starr Complex, and Park Place office complex shall be furnished by BPA and shall be maintained by the Contractor at each site. These documents shall be protected in accordance with BPA Information Protection Program standards.
6. Vehicles
  - a. Munro Post 2
    - i. One Vehicle to be 4-wheel drive, compact, extended cab pickup truck or SUV.
    - ii. Est. Mileage for patrol: 30,000 per year.
    - iii. Est. Mileage for supervisor vehicle: 35,000 Per year.

- b. The color of the patrol vehicle shall be indicative with security or law enforcement-type vehicles. Doors on each side of the vehicle shall be marked as a security vehicle. In addition to other items deemed necessary by the Contractor, the vehicle will be equipped as follows:
  - i. Light bar with flashing amber lights and right and left side “alley” lights.
  - ii. Spot light (mounted or hand-held portable):
  - iii. Spare tire and tools.
  - iv. Traction devices or tires.
  - v. Jumper cables.
  - vi. First Aid kit with protective gloves and medical waste receptacle.
  - vii. Emergency flares.
  - viii. Vehicle mounted radios.
  - ix. Fire extinguisher.
- c. Consideration for the selection of patrol vehicles shall include area inclement weather conditions, operating terrain, fuel economy, vehicle purpose, etc. Any exceptions, changes, or modifications to vehicle requirements during the contract shall be approved by the COTR and CO. Refer to Federal Standard 307 for further guidance

7. Uniforms and equipment.

- a. Shall be consistent with sections A.5.A.9. through A.5.A.13. of this SOW.
- b. All Contractor-provided equipment shall be appropriately marked and identified as belonging to the Contractor.

B. Standard Operating Procedures (SOPs)

Refer to section B.3. of this SOW

D.6. DISCLOSURE OF INFORMATION

Refer to section C.2. of this SOW

## UNIT 5 — ANNUAL HOUR REQUIREMENT BY POST

Description	Estimated Annual Hour Requirement
<b><i>BPA Headquarters Complex, Guard II</i></b>	
Post 1, Lobby Console/Desk	8,760
Post 2, Patrol	8,760
Post 5, Lobby Screener	2,080
Post 6, Lobby Assistant/Backup	3,120
Post 8, Garage Entry 1	3,120
Post 9, Garage Entry 2	2,600
<i>BPA HQ Complex Totals</i>	<i>28,440</i>
<b><i>ROSS Complex, Guard II</i></b>	
Post 1, Dittmer West/Desk	2,600
Post 2, CSB Desk/Patrol	7,072
Post 3, Patrol	8,760
Post 4, Dittmer East Lobby/Desk	3,120
Post 5, Entry Control I, Main Gate	8,760
Post 6, Entry Control II, Delivery Gate	2,080
Post 8, Patrol	2,600
<i>ROSS Complex, Guard II Totals</i>	<i>34,992</i>
<b><i>ROSS Complex, Alarm Monitor</i></b>	
Post 9, Alarm Monitoring Station I (AMS)	8,760
Post 10 Alarm Monitoring Station (AMS)	4,160
<i>Ross Complex, Alarm Monitor Totals</i>	<i>12,920</i>
<b><i>Eugene Starr, Guard II</i></b>	
Post 1, Celilo Lobby	2,080
Post 2, Celilo Lobby/Patrol	8,760
<i>Eugene Starr, Guard II Totals</i>	<i>10,840</i>
<b><i>Physical Security Specialist</i></b>	
Regular	2,080
Overtime	60
<b><i>Munro, Alarm Monitor</i></b>	
Post 1, Alarm Monitoring Station (AMS)	8,760
<b><i>Munro, Guard II</i></b>	
Post 2, Patrol	2,080

UNITED STATES  
GOVERNMENT

RELEASE

Mail Invoice To:

See Page 2

Contract : 00063659  
Release : 00001  
Page : 1

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

Please Direct Inquiries to:

RACHEL A. KULAK  
Title: CONTRACT SPECIALIST  
Phone: 503-230-5091  
Fax : 503-230-4508

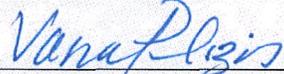
Attn: ADAM DOOLITTLE

Contract Title: SECURITY SERVICES, HEADQUARTERS

Total Value : \$2,063,024.48  
Pricing Method: FIRM FIXED PRICE  
Performance Period: 02/01/14 - 10/31/15

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

  
\_\_\_\_\_  
Contractor Signature  
Adam Doolittle / VP of Business Development  
\_\_\_\_\_  
Printed Name/Title  
30 JAN 14  
\_\_\_\_\_  
Date Signed

  
\_\_\_\_\_  
BPA Contracting Officer  
25 JAN 14  
\_\_\_\_\_  
Date Signed



## COVER SHEET CONTINUATION

**Master Contract No. 63659 – Release No. 001  
Security Services – Headquarters**

Contracting Officer's Technical Representative – Neil Arthurs / 503-230-5148 / nearthurs@bpa.gov  
 Contracting Officer – Vasia Polizos / 503-230-4956 / vpolizos@bpa.gov  
 Contracting Officer's Representative – Rachel Kulak / 503-230-5091 / rakulak@bpa.gov

1. This Release is hereby issued as follows and consists of:
  - Signature Page
  - Cover Sheet Continuation
  - Unit 1 & 2: Clauses
2. The terms and conditions of the Master Contract apply to this Release.
3. The period of performance is February 1, 2014 through October 31, 2015.
4. The Contractor shall provide the following in accordance with the Master Contract:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
001	Phase-In Period for HQ, Ross, and Eugene Starr <i>(February 1, 2014 – February 28, 2014)</i>	Month	1	\$107,961.48	\$107,961.48
002	Location: Headquarters Reference Unit 4.1, section B.12 for post requirements <i>(March 1, 2014 – October 31, 2015)</i>	Month	20	\$97,753.15	\$1,955,063.00
	<b>Total</b>				<b>\$2,063,024.48</b>

5. Please submit invoices and other required reports/deliverables marked with the Master Contract and Release number to the COTR at the e-mail address provided herein.
6. Administrative matters regarding the agreement shall be directed to: Bonneville Power Administration  
 Rachel Kulak, NSSF-4  
 503-230-5091 office  
 503-230-4508 fax  
 rakulak@bpa.gov

UNITED STATES  
GOVERNMENT

RELEASE

Mail Invoice To:

See Page 2

Contract : 00063659  
Release : 00002  
Page : 1

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

Please Direct Inquiries to:

RACHEL A. KULAK  
Title: CONTRACT SPECIALIST  
Phone: 503-230-5091  
Fax : 503-230-4508

Attn: ADAM DOOLITTLE

Contract Title: SECURITY SERVICES (ROSS COMPLEX & EUGENE STARR)

Total Value : \$3,648,138.40  
Pricing Method: FIRM FIXED PRICE  
Performance Period: 03/01/14 - 10/31/15

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

  
\_\_\_\_\_  
Contractor Signature  
Adam B. Doolittle / VP of Business Development  
Printed Name/Title  
30 JAN 14  
Date Signed

  
\_\_\_\_\_  
BPA Contracting Officer  
28 JAN 14  
Date Signed



## COVER SHEET CONTINUATION

### Master Contract No. 63659 – Release No. 002 Security Services – Ross and Eugene Starr

Contracting Officer's Technical Representative – Neil Arthurs / 503-230-5148 / nearthurs@bpa.gov  
 Contracting Officer – Vasia Polizos / 503-230-4956 / vpolizos@bpa.gov  
 Contracting Officer's Representative – Rachel Kulak / 503-230-5091 / rakulak@bpa.gov

1. This Release is hereby issued as follows and consists of:
  - Signature Page
  - Cover Sheet Continuation
  - Unit 1 & 2: Clauses
2. The terms and conditions of the Master Contract apply to this Release.
3. The period of performance is March 1, 2014 through October 31, 2015.
4. The Contractor shall provide the following in accordance with the Master Contract:

Item No.	Description	Unit	Quantity	Unit Price	Extended Price
003	Location: Ross Complex Reference Unit 4.2, section B.12 and B.16 for personnel/post requirements <i>(March 1, 2014 – October 31, 2015)</i>	Month	20	\$150,747.53	\$3,014,950.60
004	Location: Eugene Starr Complex Reference Unit 4.2, section B.14 for post requirements <i>(March 1, 2014 – October 31, 2015)</i>	Month	20	\$28,252.19	\$565,043.80
005	Additional Guard Services Location: Oregon Statewide <i>(March 1, 2014 – October 31, 2015)</i>	Hour	NTE 800	\$41.67	NTE \$33,336.00
006	Additional Guard Services Location: Washington Statewide <i>(March 1, 2014 – October 31, 2015)</i>	Hour	NTE 800	\$37.26	NTE \$29,808.00
007	Travel Costs incurred by Physical Security Specialist, to be reimbursed in accordance with the Federal Travel Regulations <i>(March 1, 2014 – October 31, 2015)</i>				NTE \$5,000
	<b>Total</b>				<b>\$3,648,138.40</b>

5. Please submit invoices and other required reports/deliverables marked with the Master Contract and Release number to the COTR at the e-mail address provided herein.
6. Administrative matters regarding the agreement shall be directed to: Bonneville Power Administration  
 Rachel Kulak, NSSF-4  
 503-230-5091 office  
 503-230-4508 fax  
 rakulak@bpa.gov