



Department of Energy

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

FREEDOM OF INFORMATION ACT PROGRAM

February 20, 2019

In reply refer to: FOIA #BPA-2017-01451-F

Kyle Birchard

(b) (6)

Email: (b) (6)

Dear Mr. Birchard,

This communication is the Bonneville Power Administration's (BPA) final response to your request for agency records made under the Freedom of Information Act, 5 U.S.C. § 552 (FOIA). BPA received your request for agency records on July 18, 2017. Your request was formally acknowledged on August 1, 2017.

Request

“...any proposals from CLEAResult (or its predecessor, PECCI), offering services to BPA relating to the Energy Smart Grocer, Retail Sales Allocation Tool, Simple Steps, or any other retail-level rebate programs within the past ten years.”

Further Questions Presented

BPA received your additional request for agency information on October 3, 2018. That request was assigned a BPA tracking number of BPA-2019-00008-F. You contacted the agency FOIA Office with additional and related information requests on October 12, 2018, and again on January 5, 2019.

Responsive Information Provided

On February 8, 2019, the agency provided you with information responsive to both your FOIA requests, BPA-2017-01451-F and BPA-2019-00008-F. That information was transmitted to you in detail from the agency's Energy Efficiency Planning & Evaluation office and personnel via telephone communication with you.

Records Response

In follow up to the agency's response to both your requests, you indicated that the RFO(s) the agency promulgated for the germane Simple Steps, Smart Savings™ contract renewal(s) would be sufficient and responsive to your requests. Specifically, those requested records are:

Request for Offers No. 3440, Residential Retail Sales Allocation Tool Maintenance and Support
Request for Offers No. 3101, Residential Midstream Lighting and Appliances Program Services

Those responsive records accompany this communication. BPA is herein releasing 110 un-redacted pages in response to your FOIA request.

Fee

There are no fees applicable to your FOIA request.

Certification

Pursuant to 10 C.F.R. § 1004.7(b)(2), I am the individual responsible for the records release described above. Your FOIA request BPA-2017-01451-F is now closed with all available and responsive agency information and records provided.

Appeal

The adequacy of the search may be appealed within 90 calendar days from your receipt of this letter pursuant to 10 C.F.R. § 1004.8. Appeals should be addressed to:

Director, Office of Hearings and Appeals
HG-1, L'Enfant Plaza
U.S. Department of Energy
1000 Independence Avenue, S.W.
Washington, D.C. 20585-1615

The written appeal, including the envelope, must clearly indicate that a FOIA appeal is being made. You may also submit your appeal by e-mail to OHA.filings@hq.doe.gov, including the phrase "Freedom of Information Appeal" in the subject line. (The Office of Hearings and Appeals prefers to receive appeals by email.) The appeal must contain all the elements required by 10 C.F.R. § 1004.8, including a copy of the determination letter. Thereafter, judicial review will be available to you in the Federal District Court either (1) in the district where you reside, (2) where you have your principal place of business, (3) where DOE's records are situated, or (4) in the District of Columbia.

You may contact BPA's FOIA Public Liaison, Jason Taylor, at the address at the letter header for any further assistance and to discuss any aspect of your request. Additionally, you may contact the Office of Government Information Services (OGIS) at the National Archives and Records Administration to inquire about the FOIA mediation services they offer. The contact information for OGIS is as follows:

Office of Government Information Services
National Archives and Records Administration
8601 Adelphi Road-OGIS
College Park, Maryland 20740-6001
e-mail at ogis@nara.gov
telephone at 202-741-5770
toll free at 1-877-684-6448
facsimile at 202-741-5769

Inquiries regarding your FOIA request can be directed to James King, CorSource Technology Group LLC, at jjking@bpa.gov or 503.230.7621.

Sincerely,



Candice D. Palen
Freedom of Information/Privacy Act Officer

[Responsive agency records accompany this communication.](#)



Department of Energy

Official File

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

September 3, 2014

To: Prospective Offerors

From: Rachel Kulak, Contracting Officer

Subject: Request for Offers No. 3101 for Residential Midstream Lighting and Appliances Program Services

The Bonneville Power Administration (BPA) invites you to submit an offer for the Residential Midstream Lighting and Appliances program. This letter provides additional information and explanation for the RFO. It is not an integral part of the RFO, and in the event of the conflict between this executive summary letter and the RFO, the RFO will prevail.

Program Background and Objectives

Since 2004, BPA has been facilitating coordination of the regional lighting and showerhead programs from *Change a Light* to the current program *Simple Steps, Smart Savings* (launched in April 2010). Over the years this program has evolved from serving only public utilities to expanding its capacity to include investor-owned utilities like Idaho Power, Northwestern Energy, PacifiCorp and the Energy Trust of Oregon. In addition, the current program actively coordinates with utilities running their own lighting programs including Seattle City Light, Tacoma Power and Puget Sound Energy. These collaborative partnerships allow all involved to share research, best practices and coordinate communication with industry partners (retailer/manufacturers) to harmonize program offerings across the region and reduce market confusion. Energy Trust of Oregon recently awarded their Residential Products contract to a new implementer, Ecova, with a transition to the new contract scheduled for January 1, 2015.

Additional program coordination and potential benefit may come from staying connected with the Western Regional Utility Network (WRUN). WRUN is a voluntary collaborative group of West Coast utilities, including California investor-owned utilities, the Sacramento Municipal Utility District, Energy Trust of Oregon, PacifiCorp, and Puget Sound Energy. BPA stays connected to WRUN through the lighting and appliance committee and relies on our program delivery contractor to be part of that coordination.

BPA's primary goal through this contract is to assist our public utility customers with the delivery of their energy efficiency and customer service goals. This will vary greatly depending on priorities and/or budget constraints of any individual utility. For example, I-937 utilities in Washington will likely be seeking inexpensive aMW to assist them in meeting their conservation targets, while smaller utilities in the region are more focused on providing a public service to their residential customers. All utilities want to ensure their end-users (residential customers)

identify the program offer as coming from the serving utility, not from BPA or from the Contractor implementing the program. In addition, we know that end-users place a great deal of trust in their serving utility. For these reasons, this contract will always be focused on providing and facilitating turnkey opportunities for promotions to be delivered by our utility customers and/or on their behalf.

We are interested in proposals that include:

- Program delivery for lighting and showerheads, as delivered currently by Simple Steps, but with the flexibility outlined above;
- Program delivery of appliances (refrigerators, freezer, clothes washers, electric water heaters, and “other” as proposed by the offeror);
- Effective training elements to improve store associates’ ability to assist consumers in the selection of efficient products;
- Innovation in program approach to help increase the stocking practices of energy efficiency appliances that are affordable. For example, most major retailers stock only one or two low-cost refrigerators that are not Energy Star qualified. Offerors are invited to propose innovative program approaches to encourage retailers to stock efficient appliances that meet the price points of middle and lower income consumers;
- Programs that leverage existing or new retailer/manufacturer promotions to create “surges” of consumer activity, rather than the “always on” incentive approach used in the recent past; and
- Provide both turnkey opportunities for utilities to “push” promotion announcements out through their communication channels as well as providing this service for smaller utilities that lack the staffing capacity to execute on a communication plan.

BPA serves 135 public utility districts, municipals, and cooperative utilities. Each of our utility customers is unique and valuable. As a public agency, BPA carries a special responsibility to safeguard the assets of the Federal Columbia River Power System for the benefit of the public BPA serves.

The BPA contract will support program infrastructure activities including phase-in design and development deliverables and ongoing program management tasks as identified in the Statement of Work. Claimable kWh delivered, however, will be paid directly by participating utilities. Pricing for claimable kWh savings shall cover all direct program delivery expenses, e.g., incentives, field services, printing of marketing materials. The Contractor shall invoice participating utilities for kWh savings delivered in their area as determined by the Retail Sales Allocation Tool (RSAT). Incentive levels may be flexible in order to be more responsive to the market, savings goals, regional collaboration or requirements of individual utilities. Invoices must include an accounting of individual units (products) that may be reported by each participating utility for savings, in order to avoid double-counting. Depending on the program model or the mix of participating utilities, it is possible that some units may not be claimable by a participating utility, in which case these costs would be absorbed as program delivery costs.

While BPA is requesting offers for regional program delivery, individual utilities are likely to request additional services. Offerors may propose additional services or customization opportunities that provide additional value for utilities. Like claimable kWh savings, these additional services would not be compensated under the BPA procurement contract, but billed directly to the requesting utility.

Solicitation

Only one award is anticipated to be made as a result of this solicitation. The basis for award will be a Best Buy Trade-off, in which BPA will evaluate the offers in accordance with the non-price factors listed in Attachment 1 and make a trade-off with the proposed price for Scenario A. BPA will select the offer that represents the best buy to BPA. Once BPA selects a Contractor as a result of this solicitation, BPA will provide all eligible utilities with a one-month period in which they can opt-in to this program.

The period of performance is up to five years and three months. The first three months is the phase-in/transition period where the selected Contractor will create the infrastructure of the program, execute MOUs with participating utilities and retailers/manufacturers, and design/develop the program. After the phase-in period is complete, the Contractor will begin delivering the program as stated in the Statement of Work and proposed in their offer. The base performance period for program delivery will therefore be 27 months with three additional one-year options.

Please be advised that award may be made without discussions. Be sure that your offer includes all requested information as an award may be based on initial proposal submittals with no opportunity for revisions. Therefore, the initial offer should contain the Offerors' best terms from a technical and price standpoint.

The following table summarizes the anticipated critical dates associated with this Request for Offer (RFO). This list is provided merely as a general guide, and is subject to change:

RFO Timeline	Date
BPA issues RFO to offerors	Wednesday, September 3, 2014
Pre-Proposal conference call	Monday, September 15, 2014
Final offeror questions regarding the RFO are due by email referencing the section to be clarified	Monday, September 22, 2014
BPA provides a consolidated list of offeror questions and BPA responds to all offerors	Wednesday, September 24, 2014
Notice of Intent to Respond due	Monday, September 29, 2014
Offers due to BPA	Monday, October 6, 2014
Evaluation of Offers	October 6 – 24, 2014
Notice of Award	October 27, 2014
Utility Opt-In Period	October 27 – November 26, 2014

RFO Timeline	Date
Phase-in Period Start	January 5, 2015
Program Delivery Start	April 1, 2015

Notice of Intent

Offerors interested in submitting an offer shall submit a notice of intent to respond. Offerors are encouraged to consider collaborative proposals including prime contractor/subcontractors in order to most effectively deliver the expertise and program performance requested. If a teaming arrangement is proposed, the prime contractor shall include a letter of commitment from all subcontractors in their offer.

If you are interested in subcontracting opportunities only, and want your name and capabilities distributed to the source list for this procurement, you may also complete the Notice of Intent to Respond. BPA will distribute to interested offerors the contact information and core competencies of all potential subcontractors who express a desire for this service by way of completing this form. Offerors will not be obligated to select a subcontractor that submits this form. However, this may inform them to partners they would not have considered otherwise. To preserve the competitive process, prime offerors will not be identified. BPA is not providing an endorsement of the organizations by providing this information.

General

Offerors are instructed to channel all communications, contacts and questions regarding this RFO through the BPA Contracting Office as identified below. Discussion with other parties within or associated with BPA without permission from the BPA Contracting Officer (CO) may result in disqualification.

Contracting Officer: Rachel Kulak
 Email: rakulak@bpa.gov
 Office Phone: (503) 230-5091

Offerors are reminded that Bonneville's purchasing practices are not governed by the same rules and regulations of other federal agencies. Bonneville purchases are subject to the policies and procedures outlined in the Bonneville Purchasing Instructions (BPI) which may be down-loaded for free from BPA website link <http://www.bpa.gov/corporate/business/bpi/>. Bonneville's purchasing regulations are more commercially oriented than other federal regulations. If for any reason you decide not to submit an offer, please contact Rachel Kulak at (503) 230-5091 or rakulak@bpa.gov.

ATTACHMENT 1 – INSTRUCTIONS TO OFFERORS & EVALUATION PROCESS

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INSTRUCTIONS

INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (11-2) (JUN 12)(BPI 11.10.2.1)

(a) Submission of Offers

- (1) Offers shall be valid for a minimum of 90 days from the date offers are due.
- (2) All offers and resultant contracts are subject to the conditions set forth in this solicitation and the BPI. By submission of this offer, the offeror agrees to be bound to the Protest procedures specified in the BPI in 21.3.
- (3) BPA may reject late offers. BPA reserves the right to not consider proposals from potential offerors other than those solicited by the CO.
- (4) Offerors shall submit their proposals in a timely manner, using either electronic format or hard copy, as identified in the solicitation cover letter. The CO may disqualify offers which do not include the materials as set forth below, or which fail to adhere to any content restrictions herein.

(b) Required materials. Offerors shall submit the following materials subject to the formatting, content, and restrictions set forth below

(1) **Business/Pricing Proposal**

Offeror shall submit a Business Proposal that shall show all price/cost proposed to fulfill the requirements of the solicitation. The Business Proposal shall provide the price/cost information which shall be used to assess whether the price/cost proposed is fair and reasonable. Price/cost shall be addressed only in this Business Proposal section, and in any transition/phase-out proposals if applicable, and nowhere else.

(A) Completed and signed Request for Offers and Awards (Attachment 4 of the RFO).

(B) Completed Representations and Certifications (Attachment 2 of the RFO).

- (C) The offeror's price/cost proposal shall consist of a completed Schedule (Clause 28-2) as it appears in Attachment 3, Unit 1 of the RFO (Draft Contract). Offeror shall copy, complete and submit the Schedule as its pricing submission under this Business Proposal requirement
- (D) The offeror's price/cost proposal shall be supported by a detailed breakdown of the offer price for the Base Performance Period. Offerors shall provide an itemized breakdown of their price for each Scenario and correspond it to each Item No. in the Schedule of Pricing clause (28-2). The price breakdown shall include: labor hours by labor category, billing rate by labor category; materials, travel, incentives and other direct costs.
- i. Offeror shall provide pricing assumptions for option years.
- (E) The offeror shall provide information which describes in a concise manner all relevant facts concerning any potential, past, present or currently planned conflict of interest (financial, contractual, organizational, or otherwise) relating to the work to be performed
- (F) Provide information requested in accordance with Clause 8-4, Subcontracting Plan, (a)(1) or (a)(2).
- (G) Completed Key Personnel (Clause 23-2) as it appears in Attachment 3, Unit 2 of the RFO draft contract.

(2) Technical/Management (Non-Price/Cost) Proposal

The technical/management proposal shall include the following items, which will be evaluated against the non-price/cost evaluation factors identified in the Award Decision clause, 11-4, identified in this Attachment 1 to the RFO. No reference to specific costs shall be made in the technical proposal.

Materials addressing offeror's ability to provide the quality and specifications of the products or services as identified in the Statement of Work or requirements document. Unnecessarily elaborate proposals, brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work, letters of commendation, expensive paper and bindings, and expensive visual and other presentations are neither necessary nor wanted. Additionally, copies of BPA provided materials are not needed.

The Offeror's proposal must address all of the following to be considered fully responsive.

FACTOR 1: TECHNICAL/MANAGEMENT APPROACH

Subfactor 1A: Technical Approach

1. Describe your understanding of the goals of the project.
2. Describe your approach to planning the key design and program delivery activities and goals for the phase-in period as well as for the ongoing program to achieve program success. Describe your approach to maintain sufficient staff resources based on BPA's service territory. Provide specific methodology and approach to accomplishing the work requested, broken out by Task and include the submission of a high level work plan and approach to residential products promotion and marketing to ensure highest level of consumer adoption.
3. Discuss strategy for improving the stocking practice of stores for their base models. Discuss how proposed program model will improve the energy efficiency of more affordable appliances.
4. Provide projected incentive levels by measure for each Scenario and describe your plan to maintain cost-effectiveness at the program and measure level.
5. Provide projected energy (kWh) savings by measure for each Scenario. Energy savings should be based on BPA's Energy Efficiency Implementation Manual.
6. Describe your approach to working with BPA's program staff and participating utilities to build on the program designs and define the activities that will be taken to achieve the kWh savings targeted for the program.
7. Provide your proposed design and implementation timeline and Gantt chart from contract award to program launch and ongoing delivery. Indicate significant milestones, with reference to the various

tasks. Discuss your capability and confidence in meeting the target level of savings you are proposing for each Scenario.

8. Explain your knowledge of baselines and market saturations of proposed measures within BPA's service territory. Describe your plan to overcome any market challenges as it relates to increasing baselines and market saturations that lower the potential to capture savings.
9. Provide a detailed customer service plan that demonstrates the varying needs of BPA's utilities you're your flexibility to meet those needs, including such elements as:
 - a. Communication
 - b. Flexibility
 - c. Utility branding
 - d. Regional coordination
10. Propose metrics for response time on customer inquiries and good tactics for keeping utilities informed.
11. Identify contractor personnel that will be designated as point of contact for utilities and describe their ability to provide excellent customer service.
12. Discuss new models or innovative approaches you intend to use for this program. Clearly articulate proposed tactics and express a realistic understanding of the retailer environment and utility customers' needs. Describe the benefits of these models and approaches and how they will achieve savings goals in the region.
13. Describe in detail your marketing plan for the program, including your plan to assist utilities' requests to have support and brand visibility in the promotions. Describe your approach to keep participants engaged and to generate continued savings. Describe your creative design, graphic arts, and messaging skills.
14. Describe your approach to tracking savings data and provide accurate reporting on program status.
15. Describe your approach to reporting on key program metrics and milestones and track progress.

Subfactor 1B: Management Approach

1. Describe your approach to organizing and managing the project.
2. Clearly identify the staff being proposed for the project including their respective roles and responsibilities. Provide an organizational chart.
3. Provide a quality control plan to ensure a high level of quality throughout program delivery.
4. Provide a communication plan for keeping BPA, utilities, and other stakeholders appropriately informed.
5. If subcontracting a portion of this offer, specify all subcontractors and their responsibilities in the program. Provide a plan to manage subcontractors and mitigate risk of underperformance.

FACTOR 2: CAPABILITIES & EXPERIENCE

1. Provide firm-level qualifications and experience in conducting the work requested, including an explanation of any sample or related projects.
2. Describe your previous experiences as lead contractor responsible for delivering savings from residential lighting and appliances. Discuss your experience in program design, establishing incentives and promotions, and customer service.
3. Describe your previous experience and capabilities in developing program materials, including training guides for retailer personnel, outreach, and in-store promotion marketing materials.
4. Provide documentation of positive working relationships with key retailers and manufacturers (e.g. letters of recommendation from retailers/manufacturers).
5. Provide the qualifications, credentials, and experience for each key personnel. Describe their role in this project and how their past experience will be leveraged.

FACTOR 3: PAST PERFORMANCE

Offeror shall provide with their offer Past Performance Information pertaining to at least three examples of recent, same or similar projects as this requirement, to include; customer name, phone number, e-mail, project value, and detailed description of the services supplied. The examples shall have been performed within the past three years.

No submission is required for firms having no relevant experience. However, in the proposal transmittal letter, the offeror shall attest to the fact that neither the firm nor its principals possess experience relevant

to the RFO requirements and that no proposal section on Past Performance was included in the proposal submission. See section (2)(d)(3) of this attachment for evaluation of offerors without relevant experience.

(c) Evaluation of Offers

(1) Evaluation Team. Proposals shall be reviewed by a panel of evaluators, if appropriate, or by the Contracting Officer as the source selection official. Each proposal shall be evaluated in accordance with the evaluation factors as identified in the Award Decision clause, Clause 11-3 or Clause 11-4 as applicable, included in this Attachment 1 to the RFO/RFQ. BPA may award a contract on the basis of initial proposals received, without negotiations or any opportunity for oral presentations. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. Note that all scoring by an evaluation team is considered advisory only, and is not binding on the Contracting Officer.

(2) Business Proposal

(A) The Price/Cost Proposal shall be evaluated to determine the reasonableness of the offerors' proposed price/cost. The offerors' price/cost proposal shall be evaluated using price analysis as well as cost analysis, if appropriate. See BPI 12.5.2. Cost/price must be reasonable and will not be scored.

(B) Where the Business Proposal includes pricing for option years, BPA shall evaluate offers for award purposes by adding the total costs for all options to the total costs for the basic requirement. Evaluation of options shall not obligate BPA to exercise the options. In evaluating the total year costs, to include base year plus all option years, BPA will place more weight on the base year costs due to the uncertainty of award of option years.

(3) Technical Proposal

(A) Lowest Price Technically Acceptable. The evaluation factors as identified in the RFO/RFQ are evaluated against the stated minimum standard for acceptability and given a pass/no pass rating. Those offers meeting the minimum standard for acceptability are then evaluated for lowest price. The award shall be made to the offer representing the lowest price technically acceptable offer.

(B) Tradeoff. Under a tradeoff procurement, the non-price evaluation factors may be traded for pricing resulting in a best buy for BPA which is not the lowest price technically acceptable offer. The CO may award, without a tradeoff analysis, to the lowest price technically acceptable offer under a tradeoff procurement, if after evaluation, that offer represents both the lowest evaluated price and the highest technical/management offer.

(4) Past Performance

(A) BPA focuses on information that demonstrates quality of performance relative to the complexity of the procurement under consideration. The offeror's references will assist BPA in collecting this information. Submission of past performance references utilizing the attached Past Performance Reference Form is required. References other than those identified by the offeror may be used by BPA. All such information may be used in the evaluation of the offeror's past performance.

(B) BPA reserves the right not to contact all the references provided by the offeror. Names of individuals providing reference information about an offeror's past performance shall not be disclosed.

(C) A firm without a record of relevant past performance and past effectiveness shall not be evaluated favorably or unfavorably for this category.

(d) Selection for Award.

- (1) Award shall be made to the offeror who has submitted an offer which provides the best buy to BPA as evaluated in accordance with the basis identified in the Award Decision clause, Clause 11-3 or Clause 11-4 as applicable, included in this Attachment 1 to the RFO/RFQ.
- (2) Unsuccessful offerors must request a debriefing within three calendar days of receipt of notification of elimination from consideration, or of award notice, per BPI 12.8.3.

SUBCONTRACTING PLAN REQUIREMENT (8-4)
(SEP 98)(BPI 8.3.4)

Offerors who are not small businesses as defined in Clause 8-1, Preference Award Representation, shall:

- (a) Submit with their offer, either:
 - (1) an estimate of the dollar amounts they plan to award to subcontractors who are either small businesses or small disadvantaged businesses, or
 - (2) a statement, with supporting reasons, that the nature of the contract does not offer subcontracting possibilities.
- (b) Negotiate a detailed subcontracting plan as described in BPI 8.3.3 prior to award if the nature of the contract offers subcontracting possibilities. The plan shall provide maximum practicable opportunity for small businesses and small disadvantaged businesses to participate in performance of the contract. The plan will be incorporated into the contract.

PRE-PROPOSAL CONFERENCE (11-53)
(SEP 98)

A pre-proposal teleconference will be conducted on September 15, 2014 at 11:00am pacific time. To access this conference bridge all offerors must dial 1-203-277-6654. The passcode for the bridge is 5491871#. Offerors are encouraged to attend this conference, as questions will be answered. Please RSVP your attendance with Rachel Kulak via email at rakulak@bpa.gov by September 12, 2014.

EVALUATION

AWARD DECISION - TRADE-OFF (11-4)
(JUN 12) (BPI 11.11.1.2.1.1)

- (a) BPA is seeking offers that provide the best combination of attributes in order to select the "best buy" offer. BPA shall determine which offer represents the best buy based on a tradeoff analysis between price and the evaluation factors identified below. Evaluation factors are listed in order of importance.

Factor 1: Technical/Management Approach
 Subfactor 1A: Technical Approach
 Subfactor 1B: Management Approach
Factor 2: Capabilities and Experience
Factor 3: Past Performance

BPA will use the price submitted for Scenario A (for both BPA and Utility pricing) in the tradeoff analysis.

- (b) In the tradeoff analysis, the combination of all of the above identified non-price evaluation factors are significantly more important than cost or price.
- (c) BPA may conduct a tradeoff analysis and may select other than the lowest price offer.
- (d) BPA may award a contract on the basis of initial offers received, without negotiations. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.
- (e) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer may result in a binding contract without further action by either party.

GENERAL

PURCHASING STANDARDS OF CONDUCT (3-1) (SEP 98)(BPI 3.1.6.1)

- (a) No person, other than as provided by law or authorized by the CO, shall knowingly obtain contractor proposal information or source selection information before award of a BPA purchase to which the information relates.
- (b) "Competing contractor," as used in this clause, means any entity that is, or is likely to become, a competitor for or a recipient of a contract or subcontract under a BPA purchase, and includes any other person acting on behalf of such an entity.
- (c) During the conduct of any BPA purchase of property or services, no competing contractor or any officer, employee, representative, agent, or consultant of any competing contractor shall knowingly:
 - (1) Make, directly or indirectly, any offer or promise of future employment or business opportunity to any BPA employee participating personally and substantially during the conduct of a BPA purchase, except as provided in BPI 3.1.4;
 - (2) Offer, give, or promise to offer or give, directly or indirectly any money, gratuity, or other thing of value to any BPA employee participating personally and substantially during the conduct of a BPA purchase; or
 - (3) Solicit or obtain, directly or indirectly, from any BPA officer or employee, prior to the award of a contract any contractor proposal information or source selection information regarding such purchase.

NONDISCLOSURE FOR RFO (17-21) (OCT 11)(BPI 17.6.2.1.1)

- (a) During the term of this Request for Offer (RFO), Contractor may disclose sensitive or confidential ("Information"), to BPA. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to BPA.
- (b) BPA shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. BPA shall give such Information at least such protection as BPA gives its own information and data of the same general type, but in no event less than reasonable protection. BPA shall not use or make copies of the Contractor's Information for any purpose other than for the purposes of this RFO. BPA shall not disclose the Contractor's Information to any person other than those of BPA's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). BPA shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as BPA itself is required to give such Information under provision. BPA's confidentiality obligations hereunder shall not apply to any portion of the Disclosing Party's Information which:
 - (1) has become a matter of public knowledge other than through an act or omission of the BPA;
 - (2) has been made known to BPA by a third party in accordance with such third party's legal rights without any restriction on disclosure;

- (3) was in the possession of BPA prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) BPA is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by BPA from information not defined as "Information" in this contract;
or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).
- (c) BPA shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earlier of either the termination of this RFO or the Contractor's written request.

PROTESTS AGAINST AWARD (21-1)
(AUG 11)(BPI 21.2.10.1)

- (a) Interested parties agree that any protest against award will be filed with the BPA Head of the Contracting Activity prior to filing with any other forum, pursuant to 16 U.S.C. § 832a(f) and Subpart 21.2 of the Bonneville Purchasing Instructions.
- (b) Interested parties who are unable to resolve disagreements informally with the Contracting Officer may send a formal, written protest to the Head of the Contracting Activity. In order to be considered by the Head of the Contracting Activity, a protest based on alleged apparent improprieties in a solicitation shall be received before the closing date for receipt of proposals. In all other cases, protests shall be received no later than 10 calendar days after the basis of protest is known or should have been known, whichever is earlier.
- (c) The protest shall contain: (1) the name and address of the protester, (2) the identity of the contracting officer and the solicitation or contract involved, (3) all facts relevant to and grounds in support of the protest, and (4) a request for a specific ruling by BPA. It shall be sent to: Head of the Contracting Activity, Bonneville Power Administration, P. O. Box 3621, Portland, Oregon 97208 (Street Address: 905 N. E. 11th Avenue, Portland, OR 97232).
- (d) For protests filed with the General Accountability Office (GAO), two copies shall be served on the BPA by obtaining written and dated acknowledgement of receipt. The copies of the protest and all other materials filed shall be received in the BPA CO's office and in the HCA's office, respectively, within one day of filing a protest with the GAO.

DEBRIEFING REQUEST (12-1)
(JUN 12)(BPI 12.8.4.1)

Unsuccessful offerors shall request a debriefing within three calendar days of receipt of notice of contract award.

ATTACHMENT 2 – REPRESENTATIONS AND CERTIFICATIONS

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TAXPAYER IDENTIFICATION NUMBER (4-1) (DEC 98)(BPI 4.1.2.1)

NOTE:

- (1) Taxpayer Identification Number (TIN) reporting does not apply to a Federal agency, a foreign government or a foreign business not engaged in business or trade or without an agent capable of receiving payment within the United States.
- (2) The TIN for BPA is 93-0334712.

All offerors, other than noted above, are required to submit its Taxpayer Identification Number requested below in order to comply with the Department of Treasury payment processing requirements of 31 U.S.C. 3332 and 7701, and the reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service. If the resulting contract is subject to those requirements, the failure or refusal by the offeror to furnish the information may result in a suspension of payment and a thirty-one (31) percent reduction of payments otherwise due under the contract.

Taxpayer Identification Number _____.

TYPE OF BUSINESS ORGANIZATION (11-1) (SEP 02)(BPI 11.10.2.1)

The offeror, by checking the applicable box, represents that-

- (a) It operates as / / a corporation incorporated under the laws of the State of _____, / / an individual, / / a partnership, / / a nonprofit organization, or / / a joint venture; or
- (b) It is a / / local, / / state, / / federally recognized Indian tribe, or / / other governmental entity, (*describe* _____); or
- (c) If the offeror is a foreign entity, it operates as / / an individual, / / a partnership, / / a nonprofit organization, / / a joint venture, or / / a corporation, registered for business in _____ (country) and / / does / / does not have an office or fiscal paying agent in the United States; or
- (d) It is / / a type of business organization not otherwise listed above (*describe* _____).

**SUPPLIER DIVERSITY AWARD REPRESENTATION (8-1)
(OCT 13)(BPI 8.1.3)**

(a)

NAICS Code	Size Standard (average annual receipts for preceding three fiscal years)
541611	\$15 million

(b) The offeror represents that:

- (1) it is / , is not / a small business concern.
- (2) it is / , is not / a disadvantaged small business concern (this includes Native American owned small business, 8-A Certified or Hub-zone and any other disadvantaged small business concerns).
- (3) it is / , is not / a women-owned small business concern.
- (4) it is / , is not / a veteran-owned small business concern.
- (5) it is / , is not / a disabled veteran-owned small business concern.

**OFFEROR REPRESENTATIONS AND CERTIFICATIONS – PROHIBITED FOREIGN TRANSACTIONS (9-9)
(OCT 13)(BPI 9.3.2.1)**

(a) The representations in (b)(1) and certifications in (b)(2) and b(3) do not apply if the procurement is covered by a trade agreement as defined in BPI 9.4.2 and the offeror has certified that all the offered products are designated country end products or designated country material.

(b) By submission of its offer, the offeror:

- (1) Represents, to the best of its knowledge that the offeror does not export any sensitive technology as defined in Pub. L. 111-195 Section 106 to the government of Iran or any entities or individuals owned or controlled by, or acting on the behalf of the government of Iran.
- (2) Certifies that the offeror, or any person owned of controlled by the offeror, does not engage in activities that may result in sanctions under Section 5 of the Iran Sanctions Act (Pub. L. 111-195 et seq.).
- (3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.)
- (4) Certifies that the offeror does not conduct any restricted business operations in Sudan as defined in in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174).

ATTACHMENT 3 – DRAFT CONTRACT

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UNIT 1 — COMMERCIAL

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

- a) This is a firm fixed price Contract for a 27 month base period with options to extend for three additional pre-priced option periods. 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 Contract shall become effective upon receipt of the signed Contract and shall continue until the earlier of its expiration or termination pursuant to Clause 28-9.1, Termination for Cause or Clause 28-10.1, 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)

The Contractor shall provide services for a regional program in accordance with the Statement of Work and pricing herein. Item numbers 001 through 009 constitute the deliverables payable by BPA under this Contract.

Scenario A

[Provide a price for current utility participation as stated in Exhibit A in Unit 3.]

Item No.	Description	Quantity	Unit	Unit Price	Amount
	<u>Base Period</u>				
	<u>Phase-In Period</u> (January 1, 2015 – March 30, 2015)				
001	Product List	1	Job	\$	\$
002	Retailer List	1	Job	\$	\$
003	Program Design	1	Job	\$	\$
004	Program Targets and Utility Communication Plan	1	Job	\$	\$
005	Program Marketing Plan and Elements	1	Job	\$	\$
	<u>Program Delivery</u> (April 1, 2015 – March 30, 2017)				
006	Ongoing Program Management and Reporting	24	Month	\$	\$
	<i>Base Period Total</i>				\$
	<u>Option Period 1</u> (April 1, 2017 – March 30, 2018)				
007	Ongoing Program Management and Reporting	12	Month	\$	\$
	<u>Option Period 2</u> (April 1, 2018 – March 30, 2019)				
008	Ongoing Program Management and Reporting	12	Month	\$	\$

Item No.	Description	Quantity	Unit	Unit Price	Amount
	Option Period 3 (April 1, 2019 – March 30, 2020)				
009	Ongoing Program Management and Reporting	12	Month	\$	\$

Utility Pricing Table

The pricing for claimable kWh delivered under the regional program is reflected in the table below, Adherence to the prices shown is a condition of award, Item numbers 001 through 008 shall be paid directly by participating utilities; the total regional quantities are for informational purposes only.

Item No.	Base Period	Quantity	Unit	Unit Pricing	Amount
	Program Delivery (April 1, 2015 – March 30, 2017)				
001	Lighting Program Delivery Services and Incentives		Claimable kWh delivered	\$	\$
002	Appliance Program Delivery Services and Incentives		Claimable kWh delivered	\$	\$
	Utility Base Period Total				\$
	Option Period 1 (April 1, 2017 – March 30, 2018)				
003	Lighting Program Delivery Services and Incentives		Claimable kWh delivered	\$	\$
004	Appliance Program Delivery Services and Incentives		Claimable kWh delivered	\$	\$
	Utility Option Period 1 Total				\$
	Option Period 2 (April 1, 2018 – March 30, 2019)				
005	Lighting Program Delivery Services and Incentives		Claimable kWh delivered	\$	\$
006	Appliance Program Delivery Services and Incentives		Claimable kWh delivered	\$	\$
	Utility Option Period 2 Total				\$
	Option Period 3 (April 1, 2019 – March 30, 2020)				
007	Lighting Program Delivery Services and Incentives		Claimable kWh delivered	\$	\$
008	Appliance Program Delivery Services and Incentives		Claimable kWh delivered	\$	\$
	Utility Option Period 3 Total				\$

Scenario B

[Provide a price for 100% utility participation in accordance with the utilities listed in Exhibit A in Unit 3.]

Item No.	Description	Quantity	Unit	Unit Price	Amount
	Base Period				
	Phase-In Period (January 1, 2015 – March 30, 2015)				
001	Product List	1	Job	\$	\$

Item No.	Description	Quantity	Unit	Unit Price	Amount
002	Retailer List	1	Job	\$	\$
003	Program Design	1	Job	\$	\$
004	Program Targets and Utility Communication Plan	1	Job	\$	\$
005	Program Marketing Plan and Elements	1	Job	\$	\$
	<u>Program Delivery</u> (April 1, 2015 – March 30, 2017)				
006	Ongoing Program Management and Reporting	24	Month	\$	\$
	Base Period Total				\$
	<u>Option Period 1</u> (April 1, 2017 – March 30, 2018)				
007	Ongoing Program Management and Reporting	12	Month	\$	\$
	<u>Option Period 2</u> (April 1, 2018 – March 30, 2019)				
008	Ongoing Program Management and Reporting	12	Month	\$	\$
	<u>Option Period 3</u> (April 1, 2019 – March 30, 2020)				
009	Ongoing Program Management and Reporting	12	Month	\$	\$

Utility Pricing Table

The pricing for claimable kWh delivered under the regional program is reflected in the table below, Adherence to the prices shown is a condition of award, Item numbers 001 through 008 shall be paid directly by participating utilities; the total regional quantities are for informational purposes only.

Item No.	Base Period	Quantity	Unit	Unit Pricing	Amount
	<u>Program Delivery</u> (April 1, 2015 – March 30, 2017)				
001	Lighting Program Delivery Services and Incentives		Claimable kWh delivered	\$	\$
002	Appliance Program Delivery Services and Incentives		Claimable kWh delivered	\$	\$
	Utility Base Period Total				\$
	<u>Option Period 1</u> (April 1, 2017 – March 30, 2018)				
003	Lighting Program Delivery Services and Incentives		Claimable kWh delivered	\$	\$
004	Appliance Program Delivery Services and Incentives		Claimable kWh delivered	\$	\$
	Utility Option Period 1 Total				\$
	<u>Option Period 2</u> (April 1, 2018 – March 30, 2019)				
005	Lighting Program Delivery Services and Incentives		Claimable kWh delivered	\$	\$

006	Appliance Program Delivery Services and Incentives		Claimable kWh delivered	\$	\$
	Utility Option Period 2 Total				\$
	Option Period 3 <i>(April 1, 2019 – March 30, 2020)</i>				
007	Lighting Program Delivery Services and Incentives		Claimable kWh delivered	\$	\$
008	Appliance Program Delivery Services and Incentives		Claimable kWh delivered	\$	\$
	Utility Option Period 3 Total				\$

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.

(A) 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.

(B) 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.

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

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

email: ContractorMaintenance@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:

(A) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

- (i) Circumstances of the overpayment (e.g. duplicate payment, erroneous payment, liquidation error, date(s) of overpayment);
- (ii) Affected contract number and delivery order number, if applicable;
- (iii) Affected contract line item or subline item, if applicable; and
- (iv) Contractor point of contact.

(B) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(A) 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.

(B) BPA may issue a demand for payment to the Contractor upon finding that a debt is due under the contract.

(C) Final decision. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if:

- (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
- (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
- (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.

- (D) 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.
- (E) Amounts shall be due at the earliest of the following dates:
- (i) The date fixed under this contract.
 - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (F) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
- (i) The date on which the designated office receives payment from the Contractor;
 - (ii) The date of issuance of a BPA check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

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.

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 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.

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)
(APR 14)(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) Contractor Employee Whistleblower Rights ([Clause 3-10](#))
- (4) Utilization of Supplier Diversity Program Categories ([Clause 8-3](#))
- (5) Buy American-Supplies ([Clause 9-3](#))
- (6) Restriction on Certain Foreign Purchases ([Clause 9-8](#))
- (7) Non-Discrimination and Affirmative Action ([Clause 10-1](#))
- (8) Notification of Employee Rights Under the NLRA ([Clause 10-6](#)), see attached text.
- (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) Requirements for US Flag Vessel (Clause 14-16)
- (13) 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) Contractor Employee Whistleblower Rights ([Clause 3-10](#))
- (5) Utilization of Supplier Diversity Program Categories ([Clause 8-3](#))
- (6) Non-Discrimination and Affirmative Action ([Clause 10-1](#))
- (7) Service Contract Act of 1965 ([Clause 10-3](#)), see attached text.
- (8) Notification of Employee Rights Under the NLRA ([Clause 10-6](#)); see attached text.
- (9) Employment Eligibility Verification ([Clause 10-18](#))
- (10) Equal Opportunity for Veterans ([Clause 10-19](#))
- (11) Employment Reports on Veterans ([Clause 10-20](#))
- (12) Subcontracting with Debarred or Suspended Entities ([Clause 11-7](#))
- (13) 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](#))
- (14) 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) Contractor Employee Whistleblower Rights ([Clause 3-10](#))
 - (B) Utilization of Supplier Diversity Program Categories ([Clause 8-3](#)), if the subcontract offers further subcontracting opportunities.
 - (C) Nondiscrimination and Affirmative Action ([Clause 10-1](#)),
 - (D) Notification of Employee Rights under the National Labor Relations Act ([Clause 10-6](#)).
 - (E) Service Contract Act of 1965 ([Clause 10-3](#)).
 - (F) Employment Eligibility Verification ([Clause 10-18](#)), unless subcontracting for commercial items.
 - (G) Equal Opportunity for Veterans ([Clause 10-19](#))
 - (H) Employment Reports on Veterans ([Clause 10-20](#))
 - (I) Subcontracting with Debarred or Suspended Entities ([Clause 11-7](#)), unless subcontracting for COTS items.
 - (J) 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

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.

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.

(A) 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:	Last Modification Number:	Date:
2005-2439	Rev. 15	07/25/2014
2005-2441	Rev. 14	07/25/2014
2005-2569	Rev. 16	07/25/2014
2005-2565	Rev. 14	07/25/2014
2005-2559	Rev. 17	07/25/2014
2005-2561	Rev. 19	07/25/2014
2005-2563	Rev. 16	07/25/2014
2005-2567	Rev. 18	07/25/2014
2005-2159	Rev. 15	07/25/2014
2005-2317	Rev. 14	07/25/2014
2005-2531	Rev. 14	07/25/2014
2005-2331	Rev. 14	07/25/2014
2005-2333	Rev. 14	07/25/2014
2005-2055	Rev. 16	07/25/2014

**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)
(DEC12)(BPI 14.18.3)(BPI 17.4.1.1)

- (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.

INSURANCE (16-2)
(APR 14)(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:

Bonneville Power Administration
Attention: Contracting Officer – NSSF-4

The certificate shall also identify the contract number(s) for which coverage is provided. Should any of the policies required by this clause be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- (b) Throughout the period of the contract the Contractor shall deliver a new certificate of insurance to the Contracting Officer prior to existing policy expiration, changes, and changes to insurance providers. The Contractor shall notify BPA immediately if at any time any one of Contractor's insurers issues a notice of cancellation for any reason. The Contractor shall provide proof of replacement insurance prior to the effective date of cancellation. A certificate of insurance shall be furnished to BPA confirming the issuance of such insurance prior to Contractor's continuation of access to the Site of work. 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 (CGL) insurance of at least \$1,000,000 per occurrence. Any policy aggregate limits which apply shall be modified to apply to each location and project. The policy shall name BPA, its officials, officers, employees and agents, as 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) **Professional liability.** The contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.

RIGHTS IN DATA-- CREATION OF NEW WORK (17-5.1)
(JUL 13)(BPI 17.5.4.1.1)

- (a) Except as otherwise provided herein, the Contractor grants to BPA a fully paid-up, non-exclusive, irrevocable, worldwide, perpetual license to copy, prepare derivative works and perform or display publicly, by or on behalf of BPA, for all the material or subject matter produced under this contract, hereinafter referred to as Work Product. Work Product means recorded information, regardless of form or the media on which it is stored, including any other copyrightable products or materials arising from performance under this contract.
- (b) Contractor shall defend, at its expense, and hold BPA harmless from any claim or suit brought against BPA alleging that the Work Product furnished hereunder infringes a U.S. patent or copyright, violates trade secrets, rights of privacy, or any libelous or other unlawful matter contained in such Work Product, and shall pay all

costs and damages finally awarded, provided Contractor is given prompt written notice of such claim and is given information, reasonable assistance, and sole authority to defend or settle the claim. In the defense of the claim, Contractor shall obtain for BPA the right to continue using the Work Product, replace or modify the Work Product to be noninfringing, or if such remedies are not reasonably available, grant BPA a refund for the work Product and accept its return. The provisions of this clause do not apply to material furnished to the Contractor by BPA and incorporated in the Work Product to which this clause applies.

**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.

**CONTINUITY OF SERVICES (23-1)M
(AUG 14)(BPI 23.1.6.1)**

- (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 services 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 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 23.1.6.1)**

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

UNIT 3 — WAGE DETERMINATIONS

Service Contract Act Wage Determinations applicable under this Contract are referenced below.
See www.wdol.gov for the full text of each determination.

WAGE DETERMINATION	STATE	COUNTY
2005-2439 Rev 15 07/25/2014	Oregon	Benton, Coos, Crook, Curry, Deschutes, Douglas, Jackson, Jefferson, Josephine, Klamath, Lake, Lane, Lincoln, Linn
2005-2441 Rev 14 07/25/2014	Oregon, Washington	Oregon: Clackamas, Clatsop, Columbia, Gilliam, Hood River, Marion, Multnomah, Polk, Sherman, Tillamook, Wasco, Washington, Yamhill Washington: Clark, Cowlitz, Klickitat, Pacific, Skamania, Wahkiakum
2005-2569 Rev 16 07/25/2014	Oregon, Washington	Oregon: Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler Washington: Benton, Franklin, Walla Walla, Yakima
2005-2565 Rev 14 07/25/2014	Washington	Adams, Asotin, Chelan, Columbia, Douglas, Ferry, Garfield, Grant, Kittitas, Lincoln, Okanagan, Pend Oreille, Spokane, Stevens, Whitman
2005-2559 Rev 17 07/25/2014	Washington	Clallam, Grays Harbor, Jefferson, Kitsap, Mason
2005-2561 Rev 19 07/25/2014	Washington	Island, San Juan, Skagit
2005-2563 Rev 16 07/25/2014	Washington	King, Snohomish, Whatcom
2005-2567 Rev 18 07/25/2014	Washington	Lewis, Pierce, Thurston
2005-2159 Rev 15 07/25/2014	Idaho	Idaho Statewide
2005-2317 Rev 14 07/25/2014	Montana	Montana Statewide
2005-2531 Rev 14 07/25/2014	Utah	Utah Statewide
2005-2331 Rev 14 07/25/2014	Nevada	Nevada: Clark, Esmeralda, Lincoln, Nye
2005-2333 Rev 14 07/25/2014	California, Nevada	California: Lassen, Mono Nevada: All counties except Clark, Esmeralda, Lincoln, Nye
2005-2055 Rev 16 07/25/2014	California	Alphine, Amador, Butte, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Mendocino, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo, Yuba

UNIT 4 — STATEMENT OF WORK

Section A – General

A.1 Goal of this Contract

The goal of this contract is to continue the success of the *Simple Steps, Smart Savings* regional promotion to maintain high levels of consumer adoption of energy efficient residential products. Contractor shall improve upon the existing energy efficient residential products promotion with program mechanisms including, but not limited to, retail promotion, builder channels, direct-install models, and other innovative mechanisms that provide cost effective opportunities to deliver energy savings. Contractor shall also consider new program mechanisms in addition to, or other than, consumer rebates and markdowns in order to achieve program goals in a more cost - effective way. The goal of this program is to achieve energy savings by encouraging residential consumers to purchase and install residential energy efficiency products.

There are two key components to this program:

1. Lighting/Showerheads. The continuation of the *Simple Steps, Smart Savings* regional promotion which includes lighting and showerheads (CFLs, LEDs, fixtures and showerheads). Program models may be a continuation of the existing program model or a modified approach that provides more savings/dollars invested, as long as the program methodology is sound and verifiable.
- 2) Appliances/Other. An updated program design for appliances/white goods (refrigerators, freezers, and clothes washers) and other products in the water heater/consumer electronics category (water heaters, electronics), which includes any type or combination of the following partnership models: downstream, where consumers apply for rebates; midstream, where rebates are given to retailers at point of sale; or upstream, where rebates are coordinated with the product manufacturer. Program models shall include strategies for improving efficiency and the stocking practice of stores for their affordable or “base” appliance models. More details are provided in Section B1.

For both components utilities have expressed an interest in leveraging their combined size in the region to achieve economies of scale, reduce program administration costs, and focus on the consumer’s decision-making process. Utilities are interested in effective training for store associates that improve their ability to assist consumers with the selection of energy efficient products. Regardless of program models proposed, the program must include built-in controls and quality assessment measurements.

A.2 Background

The Northwest Power and Conservation Council’s (The Council) 6th Power Plan’s final year is 2014. The Council’s 7th Power Plan has not yet been completed, and it is unknown how much of the 7th Plan potential will be built around the measures listed above. Nevertheless, these measures are listed as cost effective measures on the Regional Technical Forum’s (RTF) website¹.

BPA is committed to meet savings targets set by the Council. Over the past four years public utilities have recorded a high of 25 to a low of 13 Average Megawatts (aMW) in lighting while appliances and showerheads have ranged from 4.7 to 2.5 aMW. Fiscal Year 2013 savings achieved is provided in the table below. The below includes total savings for BPA’s residential sector to provide a perspective of potential.

Category	2010	2011	2012	2013	Details
Lighting	19.70	25.30	12.64	14.10	Includes CFLs, LEDs, fixtures
Refrigeration	1.50	2.00	1.00	.80	Ref, Freezers
Water heating	1.90	2.70	1.30	1.40	Water heaters, clothes washers, showerheads
HVAC	1.80	2.80	1.80	1.70	Heat pumps, duct sealing
DHP	1.60	2.50	1.40	1.50	DHPs

¹ Sunset dates listed on the RTF website do not indicate end dates for measures, but only the dates by which the unit energy savings (UES) is scheduled to be reviewed. On those dates, new baselines and other inputs will be updated. Whether or not measures continue to remain cost effective is dependent on several variables.

Category	2010	2011	2012	2013	Details
Envelope	4.30	5.40	3.10	3.00	Insulation, windows
Whole Bldg/Mtr			0.12	0.09	Whole House Air Sealing
Non measure	0.10	0.00		0.00	
Total Savings (aMW)	30.90	40.70	21.36	22.59	Savings is in aMW

The U.S. Congress's decision to not fund enforcement of the Energy Independence and Security Act (EISA) for 2014 will likely have a significant impact on the availability of non-EISA compliant lighting. The current information we have available on LEDs shows a rapidly changing market with projections of strong sales in LEDs without program intervention by the end of the decade. Because this marketplace will be moving rapidly and driven by multiple factors, baselines will likely shift quickly and BPA will be tracking the market to ensure that we invest in the most appropriate resources. This will affect program strategy as we move nimbly to invest in the market in the most productive manner. BPA intends to use lighting data from the Consortium for Retail Energy Efficiency Data (CREED) to provide full category sales and pricing data (CFLs, LEDs, halogens, etc.). This retail program will be critical to support the acquisition of sales data (lighting and appliances) through leveraging relationships and program infrastructure. Once these data are available they will be used to inform program strategy.

For planning purposes, BPA assumes efficient lighting and existing appliance and water heating measures will be cost-effective through 2017. However, other product opportunities in appliances and consumer electronics are emerging. Current savings (kWh) may be found on the BPA Interim Reference Deemed Measure List at http://www.bpa.gov/Energy/N/xls/Interim_Reference_DeemedMeasureList_2_7_1.xls and additional unit energy savings (UES) may be found at <http://rtf.nwccouncil.org/measures/Default.asp>.

Utility participation will be established as part of the initial contract award and will be re-established annually in June-August to allow utilities and BPA time to consider budget needs for the coming fiscal year. Participating utilities will be any utility that signs a Memorandum of Understanding (MOU) with the Contractor (including non-BPA utilities) for the purpose of acquiring savings through this program. In June 2014 there were 46 utilities participating in the Simple Steps, Smart Savings promotion (39 publics and 7 IOUs).

A.3 Location of the Project

Work under this contract shall occur primarily in Contractor's place of business. Travel to retail stores located throughout the region, including Washington, Oregon, Idaho, Montana, and parts of Wyoming, Nevada and California will be necessary.

A.4 BPA Furnished Property and Services

BPA staff will perform the following tasks:

- Provide assistance with general facilitation of regional meetings with stakeholders and utilities.
- Work closely with the participating utilities to design the overall initiative framework including, determining types of products for inclusion and a schedule for introducing new products into the program.
- Provide coordination and facilitation of meetings to set direction on marketing and strategy with regional utilities.
- Provide coordination and facilitation to share utilities' preference toward store management policy for smaller, local stores, (Some utilities may want their local stores included in the regional program whereas other utilities will want them excluded).
- Provide guidance, feedback, and oversight to Contractor regarding strategy, development, implementation and program management.
- Provide guidelines, oversight and approval of marketing materials and communication templates.
- Coordinate the process for getting new measures deemed by the RTF, as needed.
- Approve the list of products to be included in the promotion as needed, but at least once annually.
- Ensure that Contractor has the most current allocations produced by the Retail Sales Allocation Tool.
- Promote the benefits of the program with utilities in the region.

A.5 Contractor-Furnished Property or Services

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

A.6 Definitions

- “BPA region” refers to the states of Washington, Oregon, Idaho, Montana, and parts of Nevada, California and Wyoming. http://www.bpa.gov/corporate/pubs/EX_A_BPA_Service_Area.pdf
- “BPA Implementation Manual for Energy Efficiency” is found at <http://www.bpa.gov/Energy/N/implementation.cfm>
- BPA Interim Reference Deemed Measure List is found at http://www.bpa.gov/Energy/N/xls/Interim_Reference_DeemedMeasureList_2_7_1.xls
- “BPA qualified measures” refer to cost effective measures that meet criteria for RTF approval but have not yet been approved.
- “Builder channels” refer to builder-oriented distribution channels including, but not limited to lighting, plumbing and building supply distributors.
- “Cost-effective measures” refer to measures that have a TRC benefit/cost ratio of at least 1.0.
- “Direct-install” refers to program models that are able to document that a deemed measure was installed at a given residence providing the what, when, where and by whom.
- “Retail outlet” refers to stores including, but not limited to, do-it-yourself home improvement stores, variety, hardware and grocery stores.
- “Retail Sales Allocation Tool” or “RSAT” refers to a tool developed for the NW by PECl.
- “Participating utilities” refers to a BPA utility, or any other Pacific Northwest utility that chooses to sign a MOU with the Contractor for the purpose of acquiring savings through this program.
- “Percentage allocation” refers to percentages of sales of product allocated to each participating utility (as designated by the Retail Sales Allocation Tool), based on utility service territory and store customer territory, by each specific retail location.
- *Simple Steps, Smart Savings* refers to BPA’s current regional lighting and showerhead program found at www.SimpleStepsNW.org.

Section B – Technical Approach

B.1 General Requirements

The build of this regional program is delivered through the retail component. Contractor shall design a program that leverages the success of the current retail program to meet the existing and future needs of utilities in the region. This will include developing online retail opportunities, addressing the needs of small and rural utilities, and considering new product opportunities.

Contractor shall design and deliver a program with delivery methods that are the most effective at: increasing the sale of residential lighting (CFLs, LEDs, fixtures, and linear fluorescents), showerheads, residential appliances (refrigerator, freezers, clothes washers) and other products in the water heater/consumer electronics category (water heaters, electronics, advanced power strips); maximizing sales documented for utility savings, and at the best value to regional utilities. The sections that follow will list specific requirements, deliverables, and time schedules. Unless otherwise noted all documentation, reports, and invoices shall be delivered electronically via email.

The program’s primary goal shall be to address the needs of BPA’s public utilities. However, because regional programs are more effective if they include all major players, Contractor shall make their best effort to facilitate the participation of investor-owned utilities in the Pacific Northwest.

Retail program models are evolving and may utilize different types or combinations of partnership/program models to meet the diverse needs of utilities including: downstream, where consumers apply for rebates; midstream, where rebates are given to retailers at point of sale; or upstream, where rebates are coordinated with the product manufacturer. Because the program approach or strategy may evolve to meet the needs of different utilities, contractor should be ready to communicate new and different opportunities to stakeholders.

Contractor shall pursue program models that use BPA or utility funding to amplify manufacturer/retailer promotions rather than relying on utility incentives alone. BPA prefers models that use its dollars to leverage other promotions. Maximizing utility dollars will require advance planning of promotions and notice to utilities. Utilities may be able to add funding for marketing (bill inserts, splash page on utility web site, print media). In turn, utilities will seek to have their utility logo present in stores. Some utilities may be interested in adding incentive dollars to top tier products.

Contractor shall also maintain an awareness of the marketplace to address any significant opportunities or gaps such as a strategy for improving the stocking practice of stores for their “base” models and maintain opportunities for end-users from different income levels and in all parts of the region to improve the energy efficiency of the “affordable” product category with a lasting impact. The Contractor shall also support the acquisition of sales data through leveraging relationships with retailers and manufacturers, and program infrastructure.

All products included shall be deemed as cost effective measures by the RTF or as BPA qualified measures and:

- Products shall meet requirements identified in Section B.3, and
- Products shall meet the specifications cited in the BPA Implementation Manual for Energy Efficiency with reimbursable savings on BPA’s Interim Reference Deemed Measure List, and
- Products shall meet industry –recognized standards such as the International Organization for Standards (ISO), American National Standards Institute (ANSI), or Illuminating Engineers Society (IES), and
- Program controls and quality assessment mechanisms shall be in place to track and address any product return or consumer satisfaction issues.

B.2 Specific Requirements – Phase-In Program Design/Development Activities

B.2.1 Product list

Key activities include, but are not limited to:

- a. Develop a robust list of products to assist in meeting primary goal of energy savings. Ensure that products included meet all specifications as listed in B.3 below and are currently available at retail or negotiated as a new product with the retailer.
- b. Develop and document program controls to address product availability issues.
- c. Finalize and include as appendix to the Program Plan.
- d. Update this list annually on a schedule to be mutually agreed upon by Contractor and BPA.

B.2.2 Retailer list

Key activities include but are not limited to:

- a. Develop a robust list of retailers segmented by product category (lighting/showerheads, appliances, water heaters, consumer electronics, etc.).
- b. Assess and document best practices for working with each retailer.
- c. Finalize and include as appendix to Program Plan.
- d. Update this list annually on a schedule to be mutually agreed upon by Contractor and BPA.
- e. Support the acquisition of full-category product data from retailers.

B.2.3 Program design

Key program design activities include, but are not limited to:

- a. Develop program design and calendar of activities.
- b. Assess and document best practices with recommendations.
- c. Facilitate review of program design with BPA and participating utilities.
- d. Finalize written Program Plan (roughly 2 pages) with appendices: product list, retailer list and draft calendar of activities.
- e. Present to BPA and participating utilities.
- f. Update Program Plan and appendices annually on a schedule to be mutually agreed upon by Contractor and BPA.

B.2.4 Program targets and utility communication

Key activities include, but are not limited to:

- a. Review and provide feedback on the Retail Sales Allocation tool (RSAT) at each quarterly update.
- b. Produce annual sales/savings projections based on the most recent approved version of the RSAT, update quarterly as requested by utilities.
- c. Provide sales compared to forecast by product in units (with \$ and kWh) for units monthly as part of monthly reporting/invoicing process.
- d. Develop contingency plan to ensure goals are achieved if initial plan encounters a shortfall.
- e. Complete shelf surveys twice annually to facilitate program adjustments as needed in a rapidly changing lighting market.

B.2.5 Program marketing

- a. Develop, maintain and execute a marketing plan to achieve program goals.
- b. Develop an annual marketing plan/calendar to distribute to participating utilities, with intentional opportunities for facilitated feedback from utilities built into the timeline.
- c. Develop the following marketing elements (additional marketing elements may be proposed):
 - i. In-store promotions
 - Point of purchase materials
 - Sales associate training materials (poster, pocket card)
 - In-store demonstration event tool-kit
 - ii. Website
 - Ability to acquire and maintain current Simple Steps website at www.SimpleStepsNW.com
 - All website assets (art files, text, graphics, images, etc.) from the current Simple Step web site will be provided as part of the program transition upon award.
 - Maintain and enhance public facing web pages at www.SimpleStepsNW.com
 - Maintain and enhance partner facing web pages at www.partner.SimpleStepsNW.com
 - iii. Alternative marketing channels or elements as proposed
- d. Design, produce and distribute all marketing material as needed. Identify all appropriate utilities on in-store marketing materials.
- e. Re-visit and update Marketing Plan annually on a schedule to be determined by Contractor and BPA

B.3 Potential Product list

The Potential Product List may include, but is not limited to:

- ENERGY STAR CFLs (both standard and specialty)
- ENERGY STAR CFL light fixtures in these suggested categories
 - Recessed can fixtures and retrofit kits
 - Ceiling flush mount CFLs or GU-24 fixtures
 - Fixtures with motion sensors
 - Outdoor fixtures with motion sensors and/or daylight sensors
- High Performance linear T-8 fluorescents
- ENERGY STAR LED bulbs (may also include LEDs actively listed with the Lighting Design Lab)
- ENERGY STAR LED fixtures
 - LED down light retrofit kits and recessed can fixtures
 - Other LED light fixtures deemed cost effective by the RTF
- Showerheads meeting the EPA Water Sense standard with flow rate of 2.0 GPM or less
- ENERGY STAR Refrigerators
- ENERGY STAR Freezers
- ENERGY STAR Clothes washers Efficient water heaters
- Advanced Power Strips (not required)
- Thermostatic shower valves (not required)
- Other appliances or consumer electronics (not required)

B.4 Delivery mechanisms

B.4.1 Retail promotion approach shall include:

- a. Products meeting Product Requirements listed in B.3 above.
- b. Products already available at the retail outlets or negotiated as a new product with the retailer.
- c. Negotiation with retailer and manufacturer that makes the best use of funds, but still motivates consumer to purchase.
- d. Programming changes in retail price in-store level systems associated with the chosen SKU/UPC code.
- e. Negotiation for additional shipments for the promotional product SKU/UPC-code as needed, to maintain product availability in-store.
- f. Production and distribution of marketing materials to encourage purchase, identify utilities involved, and indicate benefits to consumers (shelf anglers, SKU identifiers, POP).
- g. Replenishing marketing materials as needed to maintain presence in stores.
- h. Negotiation of premium shelf placement of promotional products.
- i. Negotiation of additional contributions from retailer or manufacturer to provide additional focus on energy efficient products, particularly those included in the promotion.
- j. Plan for informing and training store personnel about promotional items and their benefits.
- k. Alternative pricing for utilities electing to provide their own field services.

B.4.2 Retail field services shall include:

- a. Documentation of primary store contacts, updated annually.
- b. Delivery of in-store merchandising services.
- c. In-store training to store personnel about the promotion.
- d. Documentation of retailer compliance with the promotion.
- e. Shelf surveys to collect data on availability of products and pricing.
- f. Coordination with utility field staff of the items above for utilities electing to provide their own field services

B.4.3 Other delivery mechanisms proposed shall include:

- a. Products meeting Product Requirements listed in B.3 above.
- b. Delivery mechanisms valued by our customers include but are not limited to, online marketplace, builder channel, direct mail direct install, etc.
- c. Bulk purchasing opportunities to assist utilities and Community Action Partner agencies (CAP) in purchasing efficient lighting, showerheads, refrigerators, clothes washers/dryers for installation in low-income qualified homes. This may be accomplished by leveraging state or other purchasing contracts or through other processes.

B.5 Ongoing program management and reporting

B.5.1 Program plan with calendar of activities (annual update)

- a. Program design with calendar of program and promotional activities
- b. Update best practices with recommendations
- c. Review of program design with BPA/utilities
- d. Finalize written program plan with updated appendices; product list, retailer list, calendar of activities
- e. Present to BPA/utilities

B.5.2 Program targets

- a. Monthly invoice shall include progress to date toward annual sales/savings targets and key activities for the month (marketing, in-store activities, etc.) for each invoiced utility/entity. Monthly invoice should reflect cost / kWh for program delivery, but include detail of actual energy efficiency units (CFLs, LEDs, showerheads, etc.) identified by BPA Ref. No (as found on BPA's Interim Reference Deemed Measure list) to assist utilities in reporting savings by unit. Invoices shall also clearly identify any units not claimable (if any) as a result of the RSAT or other factors.
- b. Contractor shall provide BPA with a monthly report detailing all sales and invoiced program delivery to date with percentage allocations of sales based on the most recent approved version of the RSAT. This

monthly report shall include units identified by BPA Ref. No (both claimable and non-claimable)

B.5.3 Monthly activity report and quality assurance documentation

- a. Contractor shall provide a monthly report of promotional activities, with details of activity type.
- b. Contractor shall include in monthly report, communication of quality assurance oversight including, but not limited to:
 - i. Inspection of retail locations to ensure presence of marketing materials, accuracy of utility logo placement, store manager awareness of promotion, receipt of training by store associates, and store promotion execution as appropriate.
 - ii. Equilateral process for grading field staff performance that sets a performance standard.
 - iii. Process for addressing any substandard performance and communicating progress.

B.5.4 Field Services

- a. Regular, ongoing visits to ensure promotional activities are executed, shelves are stocked and in-store marketing materials are available.
- b. Regular visits to provide in-store training to store personnel about program.

B.5.5 Communication with BPA and participating utilities

- a. Contractor shall maintain regular communication with BPA with the following activities:
 - i. Monthly program progress meeting
- b. Contractor shall maintain regular communication with utilities with the following activities:
 - ii. Monthly sales invoice including cover email with key activities.
 - 1. Invoices to public utilities shall meet all documentation requirements as listed in the BPA Implementation Manual and include accurate indication of the corresponding Ref. No. from BPA's Deemed Measure list.
 - iii. Review of calendar of marketing and promotional activities (2 times per year, to be determined by participating utilities).
 - iv. Review of product mix (2 times per year, to be determined by participating utilities).

B.5.6 Communication with manufacturers/retailers

- a. Contractor shall maintain regular communication with manufacturers and retailers, on behalf of BPA/utilities to ensure interest and participation in the program.
- b. When possible, contractor shall endeavor to create opportunities for BPA/utility engagement with manufacturers and retailers.

B.5.7 Annual report

Contractor shall produce an annual report each year to document activities and progress including, but not limited to:

- a. Savings/sales achieved to goal – including both narrative and data (spreadsheet).
- b. Overview of promotional activities with outcomes.
- c. Overview of quality assurance tracking and lessons learned.
- d. Participation of utilities with feedback.
- e. Participation of manufacturers and retailers with feedback.

B.6 Deliverables and Schedule

Program development activities shall begin immediately upon award. Program implementation shall commence on April 1, 2015. Contractor shall submit all deliverables electronically via email to the Contract Officer's Technical Representative (COTR). BPA will respond to all deliverables with comments and revisions within two weeks of receipt.

Task	Deliverable	Delivery Date
	<i>Phase-In Design/Development Activities</i>	
2.1	Product list	TBD
a.	Develop product list that meet all specifications	

Task	Deliverable	Delivery Date
b.	Document program controls	
c.	Finalize and include as appendix to program plan	
d.	Update product list annually	See ongoing activities below
2.2	Retailer list	TBD
a.	Develop a list of retailers segmented by product	
b.	Assess and document best practices for each retailer	
c.	Finalize and include as appendix to program plan	
d.	Update retailer list annually	See ongoing activities below
2.3	Program design	TBD
a.	Program design with calendar of activities	
b.	Document best practices with recommendations	
c.	Review of program design with BPA/utilities	
d.	Finalize written program plan with appendices: product list, retail list, calendar of activities.	
e.	Present to BPA/utilities	
f.	Update program plan and appendices annually	See ongoing activities below
2.4	Program targets and utility communication	
a.	Review and provide feedback on the RSAT	quarterly
b.	Produce annual sales/savings projections	
c.	Provide monthly report/invoice	See ongoing activities below
d.	Provide contingency plan to address potential shortfall	
2.5	Program marketing	
a.	Develop annual marketing plan	
b.	Develop annual marketing plan calendar, distribute to utilities for feedback	
c.	Establish and hold regular meetings for utility input	See ongoing activities below
d.	Develop marketing elements:	TBD
e.	i. In-store promotional material	
	• Point of purchase materials	
	• Sales associate training materials	
	• In-store demo kit	
f.	ii. Web site	
	• Acquire www.SimpleStepsNW.com	
	• Propose changes to refresh public facing pages for BPA/utility review	
	• Execute approved changes to public facing pages	
	• Propose changes to refresh partner facing pages for BPA/utility review	
	• Execute approved changes to partner facing pages	
g.	Produce and distribute marketing materials	
	i. Point of purchase materials	
	ii. Sales associate training materials	
	iii. In-store demonstration event tool-kit	
5.0	<i>Ongoing program management and reporting</i>	
5.1	Program plan with calendar of activities (annual update)	
a.	Program design with calendar of activities	Update annually
b.	Update best practices with recommendations	Update annually
c.	Review of program design with BPA/utilities	Update annually
d.	Finalize written program plan with updated appendices: product list, retail list, calendar of activities.	Update annually
e.	Present to BPA/utilities	Update annually

Task	Deliverable	Delivery Date
5.2	Program targets	
a.	Monthly invoice delivered to utilities and BPA	Monthly
b.	Monthly report of all savings delivered to BPA, accomplishments in stocking practices, etc.	Monthly
c.	Shelf survey of products in stores	Twice annually
d.	Other delivery methods available on website	Update annually
e.	Bulk purchasing opportunity FAQ sheet for low-income programs	Update annually
5.3	Monthly activity reports	
a.	Monthly report of promotional activities to utilities/BPA	Monthly
b.	Monthly report of Quality Assurance oversight	Monthly
5.4	Field Services	ongoing
5.5	Communication activities	
a.	Monthly program progress meetings with BPA	Monthly
b.	Review of calendar of marketing/promotional activities with BPA and utilities	2 times per year
c.	Review of product mix and results of shelf survey with BPA and utilities	2 times per year
5.6	Manufacturer/Retailer communication	
a.	Maintain regular contact with manufacturers/retailers	Monthly or as needed
b.	Create opportunities for utility engagement with manufacturers and retailers	Annually or as available
5.7	Produce an annual report each year to document savings and activities	Annually

B.7 Evaluation

BPA will work with Contractor to create and provide evaluation/feedback templates for the following activities:

- Progress to date for monthly reports and annual report (savings-to-projection/goal)
- Quality Assurance oversight with grading scheme
- Utility feedback (program delivery, promotions, marketing materials)

Section C – Federal Information Security and Management Act (FISMA) Compliance

The data that will be provided to the Contractor or the Contractor is collecting on BPA's behalf, has a rating of low under the FIPS 199 Standards for Security Categorization of Federal Information and Information Systems. This requires the Contractor to protect BPA data using the NIST 800-53rev3/4 Security and Privacy Controls for Federal Information Systems and Organizations for a low rated system.

Compliance with this protection standard may be evidenced through an attestation. Attestations can be in the form of a formal memorandum, letter, or email to the Contracting Officer and must be submitted within ten working days of award and annually thereafter.

The attestation must include that they are protecting BPA information commensurate with NIST 800-53rev3/4; security controls for a low data categorization. If the Contractor is using this standard, please provide attestation to NIST 800-53rev3/4.

Many private organizations use ISO-27001:2005/2013 (ISO/IEC 27001:2005/2013 – Information technology – Security techniques – Information security management systems – Requirements). If the Contractor is using this standard, please provide attestation to ISO-27001:2005/2013.

EXHIBIT A – LIST OF UTILITIES

Public Utilities	Currently participating in Simple Steps program	Investor Owned Utilities	Currently participating in Simple Steps program
Alder Mutual Light Company		Avista Energy	X
Ashland, City of	X	ETO (PGE, PAC, NWN, Cascade)	X
Bandon, City of		Idaho Power Co.	X
Benton County PUD No. 1	X	Northwestern Energy	X
Benton Rural Electric Assoc.		PacifiCorp (WA)	X
Big Bend Electric Co-op., Inc.		Puget Sound Energy	X
Big Horn County Electric Co-op.		Rocky Mtn. Power (PacifiCorp)	X
Blachly-Lane Electric Co-op.			
Blaine, City of			
Bonniers Ferry, City of			
Canby Utility Board	X		
Cascade Locks, City of			
Central Electric Co-op., Inc.			
Central Lincoln PUD	X		
Central Montana Electric Co-op.			
Centralia, City of			
Chelan County PUD No. 1	X		
Cheney, City of			
Chewelah, City of			
Clallam County PUD			
Clark PUD	X		
Clatskanie PUD			
Clearwater Power Co.			
Columbia Basin Electric Co-op.			
Columbia Power Co-op.			
Columbia River PUD			
Columbia REA			
Consolidated Irrigation Dist. #19			
Consumer's Power, Inc.			
Coos-Curry Electric Co-op., Inc.			
Coulee Dam, Town of			
Cowlitz County PUD	X		
Douglas County PUD No. 1			
Douglas Electric Co-op., Inc.			
Drain, City of			
Eatonville Power & Light Co.			
Ellensburg, City of			
Emerald PUD	X		
Eugene Water & Electric Board			

Public Utilities	Currently participating in Simple Steps program	Investor Owned Utilities	Currently participating in Simple Steps program
Fall River Rural Electric Co-op.			
Ferry County PUD			
Flathead Electric Co-op., Inc.	X		
Forest Grove, City of			
Franklin County PUD	X		
Glacier Electric Co-op., Inc.			
Grant County PUD			
Grays Harbor County PUD	X		
Harney Electric Co-op., Inc.			
Hermiston Energy Services	X		
Hood River Electric Co-op.			
Jefferson County PUD			
Idaho County L&P Co-op.			
IDEA (13)	X		
Inland Power and Light Company			
Kittitas County PUD No. 1	X		
Klickitat County PUD			
Kootenai Electric Co-op., Inc.			
Lakeview Light & Power Co.			
Lane Electric Co-op., Inc.			
Lewis County PUD			
Lincoln Electric Co-op., Inc. (MT)	X		
River Electric Co-op., Inc.			
Lower Valley Energy			
Mason County PUD No. 1			
Mason County PUD No. 3			
McCleary Light & Power			
McMinnville Water & Light			
Midstate Electric Co-op., Inc.			
Milton, Town of			
Milton-Freewater, City of			
Mission Valley Power			
Missoula Electric Co-op., Inc.	X		
Modern Electric Water Company			
Monmouth Power & Light			
Nespelem Valley Electric Co-op.			
Northern Lights, Inc.			
Northern Wasco County PUD	X		
Ohop Mutual Light Company			
Okanogan Co. Electric Co-op., Inc.			
Okanogan County PUD No. 1			
Orcas Island Power & Light			
Oregon Trail Electric			

Public Utilities	Currently participating in Simple Steps program	Investor Owned Utilities	Currently participating in Simple Steps program
Pacific County PUD No. 2			
Parkland Light & Water Co.			
Pend Oreille County PUD			
Peninsula Light Co., Inc.	X		
Plummer, City of			
Port Angeles, City of	X		
Power Resource Cooperative			
Raft River Rural Electric Coop.			
Ravalli County Electric Co-op.	X		
Richland, City of	X		
Salem Electric	X		
Salmon River Electric Coop.			
Seattle City Light			
Skamania County PUD			
Snohomish County PUD	X		
S. Columbia Basin Irrigation Dist.			
South Side Electric			
Southern Montana Elec. Co-op.			
Springfield Utility Board	X		
Steilacoom, Town of			
Sumas, City of			
Sun River Electric Co-op Inc.			
Surprise Valley Electric Co-op.			
Tacoma Power	X		
Tanner Electric Co-op.			
Tillamook PUD			
Troy, City of			
Umatilla Electric Co-op. Assoc.			
Umpqua Indian Utility Co-op.			
Vera Water & Power			
Vigilante Electric Co-op., Inc.	X		
Wahkiakum County PUD No. 1			
Wasco Electric Cooperative			
Wells Rural Electric Company			
West Oregon Electric Coop., Inc.			
Western Montana Electric Co-op.			
Whatcom County PUD No. 1			
Yakama Power			

ATTACHMENT 4 – REQUEST FOR OFFERS AND AWARD

BONNEVILLE
POWER ADMINISTRATION

Request for Offers and Award

Return RFO Responses to:
Attn: Rachel Kulak, NSSV-4
rakulak@bpa.gov

RFO: 3101
Due Date: October 6, 2014
Due Time: 3:00 PM PDT
Issued: September 3, 2014

Issued by:
U.S. Department of Energy
Bonneville Power Administration
PO Box 3621
Portland, OR 97208-3621

Please Direct Inquiries to:
Rachel Kulak
Phone: (503) 230-5091
Fax: (503) 230-4508

Title: Residential Midstream Lighting & Appliances Program Services

Offer Value: \$

Offer Expiration Date:

OFFER

To be completed by Offeror:

Offeror hereby offers to Bonneville Power Administration the services at the prices stated in the attached offer.

Offeror's Name

Signature

Address

Name/Title of Authorized person to sign offer
(Type or print)

State

9 Digit Zip Code

Date Signed

ATTACHMENT 5 – INTENT TO RESPOND FORM

All interested offerors should complete and submit the Intent to Respond form by September 29, 2014 at 3 PM Pacific Time.

Potential subcontractors may also complete this form. BPA will distribute to interested offerors the contact information and core competencies of all potential subcontractors who express a desire for this service by way of completing this form. Offerors will not be obligated to select a subcontractor that submits this form. However, this may inform them to partners they would not have considered otherwise. To preserve the competitive process, prime offerors will not be identified. BPA is not providing an endorsement of the vendors by providing this information.

Company	
Address	
City, State, Zip	
Contact Name	
Contact Title	
Phone #	
Fax #	
E-mail Address	

The company named above intends to submit an offer in response to the subject request for offer listed above, or wishes to indicate their interest in working as a subcontractor. Deadline for submitting the "Intent to Respond" form is September 29, 2014. Submit completed forms to rakulak@bpa.gov. Please select one or both of the following:

_____ The Company named above intends to submit a proposal to work as the primary contractor for this project

_____ The Company named above wishes to have their contact information distributed for work as a potential subcontractor (Please attach on a separate sheet a description of your core competencies in one page)

Signature of authorized representative: _____

Print Name _____

Title _____

Date _____

ATTACHMENT 3 - DRAFT CONTRACT

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UNIT 1 — SCHEDULE

CONTRACT TYPE (7-1) (JUL 13)(BPI 7.10)

This is a Firm Fixed Price type contract.

PERFORMANCE PERIOD AND OPTIONS (7-7) (JUL 13)(BPI 7.2.7.1)

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

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

The contractor shall provide the following in accordance with the Statement of Work and as listed below.

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
	Residential Retail Sales Allocation Tool (RSAT) Maintenance and Support				
	Base Period: 8/1/15-7/30/17				
1.	Review & update of RSAT methodology for 2016	1	Lump Sum		\$
2.	Update for CY2016 RSAT (summary of steps and inputs)	1	Lump Sum		\$
3.	Draft Update for CY2016 RSAT (output files with macros and filters)	1	Lump Sum		\$
4.	Quality Assurance Review of CY2016 RSAT (update, summary of errors and fixes)	1	Lump Sum		\$
5.	Final CY2016 RSAT (corrected output files with Macros and Filters)	1	Lump Sum		\$
6.	FY2016 RSAT Customer Support Activities	12	MO	\$	\$
7.	Additional Product Profiles for 2017	6	EA	\$	\$
8.	Additional Retail Profiles for 2017	5	EA	\$	\$
9.	Research gas/electric fuel issues/GIS platform improvements	1	Lump Sum		\$
10.	Tool updates and maintenance	4	EA	\$	\$
11.	Review and update of RSAT methodology for CY2017 update	1	Lump Sum		\$
12.	Update of RSAT for CY2017 (summary of steps and inputs)	1	Lump Sum		\$
13.	Draft update of RSAT for CY2017 (output files with Macros and Filters)	1	Lump Sum		\$
14.	Quality Assurance Review of Draft RSAT (update, summary of errors and fixes)	1	Lump Sum		\$
15.	Final CY2017 RSAT (corrected output files with Macros and Filters)	1	Lump Sum		\$

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
16.	FY2017 RSAT Customer Support Activities	12	MO	\$	\$
17.	Additional Product Profiles	6	EA	\$	\$
18.	Additional Retail Profiles	5	EA	\$	\$
19.	Research gas/electric fuel issues/GIS platform improvements	1	Lump Sum		\$
20.	Tool updates and maintenance	4	EA	\$	\$
Base Total					\$
1st Option Year					
Period: 8/1/17-7/30/18					
21.	Draft update of RSAT for CY 2018 (output files with Macros and Filters)	1	Lump Sum		\$
22.	Quality Assurance Review of Draft RSAT (update, summary of errors and fixes)	1	Lump Sum		\$
23.	Final CY2018 RSAT (corrected output files with Macros and Filters)	1	Lump Sum		\$
24.	FY2018 RSAT Customer Support Activities	12	MO	\$	\$
25.	Tool updates and maintenance	4	EA	\$	\$
1st Option Total					\$
2nd Option Year					
Period: 8/1/18-7/30/19					
26.	Draft update of RSAT for CY2019 (output files with Macros and Filters)	1	Lump Sum		\$
27.	Quality Assurance Review of Draft RSAT (update, summary of errors and fixes)	1	Lump Sum		\$
28.	Final CY2019 RSAT (corrected output files with Macros and Filters)	1	Lump Sum		\$
29.	FY2019 RSAT Customer Support Activities	12	MO	\$	\$
30.	Tool updates and maintenance	4	EA	\$	\$
2nd Option Year Total					\$

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
3rd Option Year					
Period: 8/1/19-7/30/20					
31.	Draft update of RSAT for CY2020 (output files with Macros and Filters)	1	Lump Sum		\$
32.	Quality Assurance Review of Draft RSAT (update, summary of errors and fixes)	1	Lump Sum		\$
33.	Final CY2020 RSAT (corrected output files with Macros and Filters)	1	Lump Sum		\$
34.	FY2020 RSAT Customer Support Activities	12	MO	\$	\$
35.	Tool updates and maintenance	4	EA	\$	\$
3rd Option Year Total					\$
Total Amount for Base with all Options					\$

**KEY PERSONNEL (23-2)
(SEP 98)(BPI 23.1.6.1)**

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

UNIT 2 — CONTRACT CLAUSES

PAYMENT AND TAXES

**ELECTRONIC FUNDS TRANSFER PAYMENT (22-20)
(JUL 13)(BPI 22.6.2)**

- (a) Payment Method. Payments under this contract, including invoice and contract financing payments, will be made by electronic funds transfer (EFT). Contractors are required to provide its taxpayer identification number (TIN) and other necessary banking information as per paragraph (c) of this clause to receive EFT payment.
- (b) Contractor EFT arrangement with a financial institution or authorized payment agent. The Contractor shall designate to BPA, as per paragraph (c) of this clause, and maintain at its own expense, a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all

payments under all BPA contracts, unless the BPA Vendor File Maintenance Team is notified of a change as per paragraph (d) of this clause. An initial designation should be submitted after award, but no later than three weeks before an invoice or contract financing request is submitted for payment.

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

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

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

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

**ACCELERATION OF PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (22-21)
(OCT 14)(BPI 22.7.2)**

- (a) Upon receipt of accelerated payments from BPA, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.
- (b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.
- (c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

**PAYMENT (22-12)
(JUL 13)(BPI 22.2.5)**

- (a) Payment Due Date. Payment (including partial payments or progress payments, if authorized, shall be due not later than thirty (30) calendar days after the later of the date on which BPA actually receives a proper invoice in the designated billing office or the date when the items delivered or completed services are accepted by BPA. According to the Prompt Payment Act, a proper invoice to a Federal Agency is to include bank account information requisite to enable Electronic Funds Transfer (EFT) as method of payment. For purposes of payment only, items will be deemed accepted not later than seven (7) calendar days after proper

delivery. If delivered items or completed services are found defective, the provisions of this paragraph will be reapplied upon receipt of a corrected item or service.

(b) Billing Instructions.

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

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

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

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

(e) Interest Penalty Payments. If interest penalty payments are determined due under the provisions of the Prompt Payment Act, payment shall be made at the rates determined by the U.S. Treasury Section 611 of the Contract Disputes Act of 1978 (PL 95-56341 U.S.C. § 7109).

**DISCOUNTS FOR PROMPT PAYMENT (22-10)
(JUL 13)(BPI 22.2.5)**

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

**FEDERAL, STATE, AND LOCAL TAXES (22-15)
(JUL 13)(BPI 22.5.6)**

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

(b) The contract price shall be increased by the amount of any after-imposed Federal excise tax or duty, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price.

(c) The contract price shall be decreased by the amount of any after-relieved Federal excise tax or duty.

(d) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the CO.

(e) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(f) Notwithstanding any of the above provisions for adjustment of the contract price in the event of a change in a Federal excise tax or duty after the contract date, no increase in the contract price shall be made for any duty imposed under the Tariff Act of 1930, as amended, (19 U.S.C. 1303) or the Anti-dumping Act of 1921, as amended (19 U.S.C. 160-171).

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

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

**CONTRACTS FOR EXPERT/CONSULTANT SERVICES WITH INDEPENDENT CONTRACTORS (22-22)
(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 an independent contractor and, subject only to the terms of this contract, shall have the sole right 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.

GENERAL CONTRACT ADMINISTRATION

**APPLICABLE REGULATIONS (1-1)
(JUL 13)(BPI 1.3.1)**

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

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

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

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

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

STOP WORK ORDER (14-14)
(JUL 13)(BPI 14.12.1)

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

CHANGES - FIXED-PRICE (14-8)
(JUL 13)(BPI 14.10.5.1.1)

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract to any one or more of the following:
 - (1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for BPA in accordance with the drawings, designs, or specifications.
 - (2) Place of delivery or performance.
 - (3) Description of services to be performed.
 - (4) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (5) BPA-furnished property.
 - (6) Place of inspection or acceptance.

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

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

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

**PRICING OF ADJUSTMENTS (14-12)
(JUL 13)(BPI 14.10.5.1.1)**

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

**NONDISPLACEMENT OF QUALIFIED WORKERS (23-5)
(OCT 14)(BPI 23.1.7.1)**

- (a) Service employee”, as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term “service employee” includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor.
- (b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired,

a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(A) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(B) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(C) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.

(D) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bonafide offer of employment).

(c) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Labor Standards statute, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12 (c)(4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(d) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(1) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

- (2) The Contracting Officer will direct the predecessor Contractor to provide written notice to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be—
 - (i) Posted in a conspicuous place at the worksite; or
 - (ii) Delivered to the service employees individually. If such delivery is via e-mail, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.
- (e)
- (1) If a contract is being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and are subject to a wage determination which contains vacation or other benefit provisions based upon the length of service with a contractor (predecessor or successor (29 CFR 4.173), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.
 - (2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.
- (f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.
- (1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.
 - (2) A copy of any record that forms the basis for any exemption claimed under this part.
 - (3) A copy of the service employee list provided to or received from the contracting agency.
 - (4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.
- (g) Disputes concerning the requirements of this clause shall not be subject to the disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW, Washington, DC 20210. Contact e-mail: displaced@dol.gov.

- (h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.
- (i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.
- (j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.
- (k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.
- (l) Subcontracts. In every subcontract over \$150,000 entered into in order to perform services under this contract, the Contractor shall include a provision that ensures—
 - (1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;
 - (2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and
 - (3) The recordkeeping requirements of paragraph (f) of this clause.

ORDER OF PRECEDENCE (14-3)
(JUL 13)(BPI 14.4.1.1)

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

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.

STANDARDS OF CONDUCT AND BUSINESS PRACTICES

ORGANIZATIONAL CONFLICTS OF INTEREST (3-2)

(JUL 13)(BPI 3.4.2.1)

- (a) The offeror or contractor warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts which could give rise to organizational conflicts of interest, as defined in BPI 3.4.1, and that the offeror or contractor has disclosed all relevant information to the Contracting Officer.
- (b) The offeror or contractor agrees that, if after award, an organizational conflict of interest with respect to this contract is discovered, an immediate and full disclosure in writing shall be made to the Contracting Officer which shall include a description of the action which the contractor has taken, or proposes to take, to avoid or mitigate such conflicts.
- (c) In the event that the contractor was aware of an organizational conflict of interest prior to the award of this contract and did not disclose the conflict to the Contracting Officer, BPA may terminate the contract for default.
- (d) The provisions of this clause shall be included in all subcontracts for work to be performed in aid of the services provided by the prime contractor, and the terms "contract," "contractor," "Contracting Officer" modified appropriately.

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

(JUL 13)(BPI 3.5.5.1)

- (a) As used in this clause:

"Covered Federal action" means:

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) He or she will include the language of this certification in all subcontract awards at any tier and that all sub-recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

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

(d) A contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using non appropriated funds (to include profits from any covered Federal action), which would be prohibited under this clause if paid for with appropriated funds.

(e) The contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (b) of this clause. An event that materially affects the accuracy of the information reported includes--

(1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(f) The contractor shall require the submittal of a certification, and if required, a disclosure form, by any person who requests or receives any subcontract exceeding \$150,000 under the Federal contract.

(g) All subcontractor disclosure forms (but not certifications), shall be forwarded from tier to tier until received by the prime contractor. The prime contractor shall submit all disclosure forms to the Contracting Officer at the

end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding contractor.

- (h) Any person who makes an expenditure prohibited under this clause or who fails to file or amend the disclosure form to be filed or amended by this clause shall be subject to a civil penalty as provided by 31 U. S. Code 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

**CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (3-4)
(JUL 13) (BPI 3.7.1.1)**

- (a) Definitions. As used in this clause--

"Driving"—(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. (2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

"Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

- (b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while driving, dated October 1, 2009.
- (c) The Contractor should adopt and enforce policies that ban text messaging while driving —(1) Company-owned or -rented vehicles or Government-owned vehicles; or (2) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
- (d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$10,000.

**DRUG-FREE WORKPLACE (3-6)
(JUL 13)(BPI 3.6.4)**

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

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

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

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

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

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

- (c) The Contractor, if other than an individual, shall -- within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration); or as soon as possible for contracts of less than 30 calendar days performance duration--
- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - (2) Establish an on-going drug-free awareness program to inform such employees about--
 - (A) The dangers of drug abuse in the workplace;
 - (B) The contractor's policy of maintaining a drug-free workplace;
 - (C) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (D) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (c)(1) of this clause;
 - (4) Notify such employees in writing in the statement required by subparagraph (c)(1) of this clause that, as a condition of continued employment on this contract, the employee will--
 - (A) Abide by the terms of the statement; and
 - (B) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (5) Notify the Contracting Officer in writing within ten (10) days after receiving notice under subdivision (c)(4)(B) of this clause, from an employee, or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
 - (6) Within 30 days after receiving notice under subparagraph (c)(4)(B) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (A) Taking appropriate personnel action against such employee, up to and including termination; and/or
 - (B) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
 - (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (c)(1) through (c)(6) of this clause.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (c) of this clause may, pursuant to BPI 3.6.3 render the contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.
- (e) The requirements of this clause shall not apply to

(1) Solicitations and contracts for the acquisition of commercial items and services.

(2) Subcontracts at any tier for the acquisition of commercial items or commercial components at any tier.

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (3-10)
(FEB14)(BPI 3.9.4.1)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the Contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts that exceed \$150,000.

SOCIO-ECONOMIC ISSUES

UTILIZATION OF SUPPLIER DIVERSITY PROGRAM CATEGORIES (8-3)
(OCT 13)(BPI 8.1.3)

(a) It is the policy of the United States that supplier diversity program categories; small businesses, disadvantaged small businesses, women-owned small businesses, veteran-owned small businesses, and disabled veteran-owned small businesses shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency, including contracts and subcontracts.

(b) Prime contractors shall establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with these supplier diversity program categories.

(c) The Contractor hereby agrees to carry out the policies in (a) and (b) in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the Department of Energy as may be necessary to determine the extent of the Contractor's compliance with this clause.

(d) As used in this contract, the terms "small business " and " disadvantaged small business", "veteran owned small business", and "disabled veteran-owned small business" shall mean a business as defined in this BPI Part 8, pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

LIQUIDATED DAMAGES -- SMALL BUSINESS SUBCONTRACTING PLAN (8-5)
(OCT 13)(BPI 8.3.3.1)

(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.

**RESTRICTION ON CERTAIN FOREIGN PURCHASES (9-8)
(JUL 13) (BPI 9.3.2.1)**

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

**EQUAL OPPORTUNITY (10-1)
(OCT 14)(BPI 10.1.4.3)**

- (a) Definition. "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b)
 - (1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
 - (2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).
- (c)
 - (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

- (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to --
- (i) Employment;
 - (ii) Upgrading;
 - (iii) Demotion;
 - (iv) Transfer;
 - (v) Recruitment or recruitment advertising;
 - (vi) Layoff or termination;
 - (vii) Rates of pay or other forms of compensation; and
 - (viii) Selection for training, including apprenticeship.
- (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
- (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the (OFCCP) for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
- (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, in the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

**AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (10-2)
(OCT 14)(BPI 10.1.5.3)**

(a) General.

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as --

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor, including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings.

(1) The Contractor agrees to post employment notices stating --

- (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
- (ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

**SERVICE CONTRACT LABOR STANDARDS (10-3)
(OCT 14)(BPI 10.2.2.3)**

(a) Definitions. As used in this clause-

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

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

(C) 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.

**FAIR LABOR AND SERVICE CONTRACT LABOR STANDARDS–PRICE ADJUSTMENT (10-4)
(OCT 14)(BPI 10.2.3.3.3)**

- (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.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 14) (BPI 10.2.2.3)**

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 Date: 12/30/2014

Last Modifications Number: REV.-15 Date: 12/22/2014

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(OCT 14) (BPI 10.1.7.3)**

- (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 (a) or (b) 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 noncompliance: 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.

**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 14) (BPI 10.1.8.3)**

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
 - (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
 - (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:

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

(b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for:

(A) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;

(B) Construction.

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

**EQUAL OPPORTUNITY FOR VETERANS (10-19)
(AUG 13) (BPI 10.1.9.3)**

(a) The Contractor shall not discriminate against any employee or applicant for employment because the individual is a disabled veteran, recently separated veteran, other protected veterans, or Armed Forces service medal veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified individuals, including qualified disabled veterans, without discrimination based upon their status as a disabled veteran, recently separated veteran, Armed Forces service medal veteran, and other protected veteran in all employment practices including the following:

(1) Recruitment, advertising, and job application procedures.

(2) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.

(3) Rate of pay or any other form of compensation and changes in compensation.

(4) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.

(5) Leaves of absence, sick leave, or any other leave.

(6) Fringe benefits available by virtue of employment, whether or not administered by the Contractor.

- (7) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
 - (8) Activities sponsored by the Contractor including social or recreational programs.
 - (9) Any other term, condition, or privilege of employment.
- (b) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).
 - (c) The Department of Labor's regulations require contractors with 50 or more employees and a contract of \$100,000 or more to have an affirmative action program for veterans. See 41 CFR Part 60-300, Subpart C for affirmative action program requirements.
 - (d) Listing openings.
 - (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate employment service delivery system where the opening occurs. Listing employment openings with the State workforce agency job bank or with the local employment service delivery system where the opening occurs shall satisfy the requirement to list jobs with the appropriate employment service delivery system.
 - (2) The Contractor shall make the listing of employment openings with the appropriate employment service delivery system at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
 - (3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State workforce agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.
 - (e) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
 - (f) Postings.
 - (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.
 - (2) The employment notices shall—
 - (A) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are disabled veterans, recently separated veterans, Armed Forces service medal veterans, and other protected veterans; and
 - (B) Be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, and provided by or through the Contracting Officer.

- (3) The Contractor shall ensure that applicants or employees who are disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).
- (4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans, recently separated veterans, other protected veterans, and Armed Forces service medal veterans.
- (g) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor. This includes implementing any sanctions imposed on a contractor by the Department of Labor for violations of this clause. These sanctions (see 41 CFR 60-300.66) may include—
 - (1) Withholding progress payments;
 - (2) Termination or suspension of the contract; or
 - (3) Debarment of the contractor.
- (h) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance.

**EMPLOYMENT REPORTS ON VETERANS (10-20)
(AUG 13) (BPI 10.1.9.3)**

- (a) The Contractor shall report annually, as required by the Secretary of Labor, on—
 - (1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans.
 - (2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and
 - (3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.
- (b) The Contractor shall report using DOL Form VETS-100A, entitled "Federal Contractor Veterans' Employment Report (VETS-100A Report)."
- (c) The Contractor shall submit VETS-100A Reports no later than September 30 of each year.
- (d) The report shall include total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report. Contractors may select an ending date—
 - (1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or
 - (2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (e) The number of veterans reported must be based on data known to the contractor when completing the VETS-100A. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an

invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

- (f) The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

**CONTRACT WORK HOURS & SAFETY STANDARDS ACT-OVERTIME COMPENSATION (10-21)
(OCT 14) (BPI 10.2.3.2.3; 10.3.4.2.3)**

- (a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.
- (b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37).
- (c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards statute.
- (d) Payrolls and basic records.
- (1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.
- (2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.
- (e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower-tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

**COMBATING TRAFFICKING IN PERSONS (10-25)
(OCT 14) (BPI 10.1.10.3)**

Definitions. As used in this clause:

“Coercion” means:

- (1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Forced labor” means knowingly providing or obtaining the labor or services of a person:

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of:

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means:

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not:

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract; or

(3) Use forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall:

(1) Notify its employees of:

(i) The United States Government's zero tolerance policy described in paragraph (b) of this clause;
and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. The Contractor shall inform the Contracting Officer immediately of:

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in:

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract;
or

(6) Suspension or debarment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

**MINIMUM WAGE FOR FEDERAL CONTRACTS (10-28)
(OCT 14)(BPI 10.2.3.1.3; 10.3.4.1.3)**

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 States and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.

- (b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.
- (c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.
- (d) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).
- (e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

**SUBCONTRACTING WITH DEBARRED OR SUSPENDED ENTITIES (11-7)
(JUL 13) (BPI 11.8.1; BPI 25.1.1)**

- (a) "Commercially available off-the-shelf (COTS) item," as used in this clause means any item of supply (including construction material) that is:
 - (1) A commercial item (as defined in BPI 1.8);
 - (2) Sold in substantial quantities in the commercial marketplace; and
 - (3) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace.
- (b) The Government suspends or debar Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract in excess of \$30,000 with a Contractor that is debarred, suspended, by any executive agency unless there is a compelling reason to do so.
- (c) The Contractor shall require each proposed subcontractor whose subcontract will exceed \$30,000, other than a subcontractor providing a commercially available off-the shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended by the Federal Government.
- (d) The Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended (see www.sam.gov).
- (e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that exceed \$30,000 in value and is not a subcontract for commercially available off-the-shelf items

ENVIRONMENT AND SAFETY

OZONE DEPLETING SUBSTANCES (15-7) (JUL 13)(BPI 15.4.2.1)

- (a) In the performance of this contract, the Contractor shall advance the use of non-ozone depleting products that are Environmental Protection Agency (EPA)-designated items unless—
- (1) The product cannot be acquired—
- (A) Competitively within a time frame providing for compliance with the contract performance schedule;
- (B) Meeting contract performance requirements; or
- (C) At a reasonable price.
- (b) “Ozone-depleting substance,” as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as—
- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to, hydrochlorofluorocarbons.
- (c) The Contractor shall label products which contain, or are manufactured with, ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning
Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

- The Contractor shall insert the name of the substance(s).

REFRIGERATION EQUIPMENT (15-8) (JUL 13)(BPI 15.4.2.1)

The Contractor should make every effort to comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act ([42 U.S.C. 7671g](#) and [7671h](#)) as each or both apply to this contract.

For more information on Section 608 (general refrigeration), see:
http://www.epa.gov/ozone/title6/downloads/Section_608_FactSheet2010.pdf.

For more information on Section 609 (motor vehicle air conditioning), see:
http://www.epa.gov/ozone/title6/downloads/Section_609_FactSheet2010.pdf.

ENERGY EFFICIENCY IN ENERGY CONSUMING PRODUCTS (15-9) (JUL 13)(BPI 15.4.3.1)

- (a) “Energy-Efficient Product” means a product that meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy’s Federal Energy Management Program.
- (b) Unless otherwise approved in writing by the CO, the Contractor and its subcontractors shall make every effort to ensure that energy-consuming products are Energy-Efficient Products at the time of contract award, for products that are—

- (1) Delivered; or acquired by the Contractor for BPA use or for performing services at a BPA facility; or
- (2) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

(c) Information about these products is available for—

- (1) ENERGY STAR® at <http://www.energystar.gov/products>; and
- (2) FEMP at http://www1.eere.energy.gov/femp/procurement/eeep_requirements.html.

RECOVERED MATERIALS (15-10)
(JUL 13)(BPI 15.4.4.1)

(a) In the performance of this contract, the Contractor shall advance the use of products containing recovered materials that are designated by the EPA's CPG program unless the product cannot be acquired—

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting contract performance requirements; or
- (3) At a reasonable price.

(b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/osw/consERVE/tools/cpg/database.htm> .

The list of EPA designated items is available at <http://www.epa.gov/osw/consERVE/tools/cpg/index.htm> .

BIO-BASED PRODUCTS (15-11)
(JUL 13)(BPI 15.4.4.1)

(a) In the performance of this contract, the Contractor shall advance the use of bio-based products that are United States Department of Agriculture (USDA)-designated items unless—

- (1) The product cannot be acquired—
 - (A) Competitively within a time frame providing for compliance with the contract performance schedule;
 - (B) Meeting contract performance requirements; or
 - (C) At a reasonable price.

(b) Information about this requirement and these products is available at www.usda.gov/biopreferred.

BONDS AND INSURANCE

INSURANCE (16-2)
(APR 14)(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:

Bonneville Power Administration
Attention: Contracting Officer - NSSF

The certificate shall also identify the contract number(s) for which coverage is provided. Should any of the policies required by this clause be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- (b) Throughout the period of the contract the Contractor shall deliver a new certificate of insurance to the Contracting Officer prior to existing policy expiration, changes, and changes to insurance providers. The Contractor shall notify BPA immediately if at any time any one of Contractor's insurers issues a notice of cancellation for any reason. The Contractor shall provide proof of replacement insurance prior to the effective date of cancellation. A certificate of insurance shall be furnished to BPA confirming the issuance of such insurance prior to Contractor's continuation of access to the Site of work. 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 (CGL) insurance of at least \$1,000,000 per occurrence. Any policy aggregate limits which apply shall be modified to apply to each location and project. The policy shall name BPA, its officials, officers, employees and agents, as 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.

PATENTS, DATA, AND COPYRIGHTS

NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22) (OCT 11)(BPI 17.6.2.1.1)

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

pursuant to the Freedom of Information Act (FOIA). BPA shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as BPA itself is required to give such Information under this contract. BPA's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:

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

RIGHTS IN DATA-- CREATION OF NEW WORK (17-5.1)
(JUL 13)(BPI 17.5.4.1.1)

- (a) Except as otherwise provided herein, the Contractor grants to BPA a fully paid-up, non-exclusive, irrevocable, worldwide, perpetual license to copy, prepare derivative works and perform or display publicly, by or on behalf of BPA, for all the material or subject matter produced under this contract, hereinafter referred to as Work Product. Work Product means recorded information, regardless of form or the media on which it is stored, including any other copyrightable products or materials arising from performance under this contract.
- (b) Contractor shall defend, at its expense, and hold BPA harmless from any claim or suit brought against BPA alleging that the Work Product furnished hereunder infringes a U.S. patent or copyright, violates trade secrets, rights of privacy, or any libelous or other unlawful matter contained in such Work Product, and shall pay all costs and damages finally awarded, provided Contractor is given prompt written notice of such claim and is given information, reasonable assistance, and sole authority to defend or settle the claim. In the defense of the claim, Contractor shall obtain for BPA the right to continue using the Work Product, replace or modify the Work Product to be non-infringing, or if such remedies are not reasonably available, grant BPA a refund for the work Product and accept its return. The provisions of this clause do not apply to material furnished to the Contractor by BPA and incorporated in the Work Product to which this clause applies.

INSPECTION AND WARRANTY

WARRANTY - SERVICES (18-11)
(JUL 13)(BPI 18.5.1)

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

TERMINATION

TERMINATION FOR THE CONVENIENCE OF BPA (20-2) (JUL 13)(BPI 20.4.1)

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

TERMINATION FOR DEFAULT (20-3.1) ALTERNATE I (MAY 11)(BPI 20.5)

- (a) BPA reserves the right to terminate any or all of any undelivered or unexecuted portion of this contract for cause if the contractor fails to make any delivery, fails to prosecute the work, or to perform as scheduled, or if any of the contract terms are breached. However, the contractor shall not be terminated for default if the failure to perform arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, provided that the Contractor provides notice to the Contracting Officer that a force majeure event has occurred within a reasonable period of time after occurrence. Examples of those events are: (1) acts of God or of the public enemy, (2) acts of the Government in its sovereign or BPA in its contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes and (9) unusually severe weather.
- (b) The Contracting Officer may direct the disposition of material produced or acquired for the work terminated, and the disposition of any completed or partially completed items.
- (c) BPA may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to BPA for any excess costs for those supplies or services, including administrative costs.

DISPUTES

APPLICABLE LAW (21-5) (JUL 13)(BPI 21.1.2.1 : 25.4.1)

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

RELEASE OF CLAIMS (21-4) (JUL 13)(BPI 21.3.10.1)

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

DISPUTES (21-2) (JUL 13)(BPI 21.3.15.1 ; 25.4.1)

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. § 7101-7109).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within six years after accrual of the claim to the Contracting Officer for a written decision. A claim by BPA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2)
- (A) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
- (B) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (C) The certification shall state as follows:
- "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes BPA is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."**
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by BPA is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) BPA shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if the date is later, until the date of payment. With regard to claims having defective certifications, as defined in BPI 21.3.1, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Secretary of the Treasury during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

UNIT 3 — STATEMENT OF WORK

STATEMENT OF WORK

Residential Retail Sales Allocation Tool Maintenance and Support

Part A – General

A.1 Goal of this contract

The goal of this Contract is to provide all Pacific Northwest utilities (public and investor-owned utilities in the BPA region) with an updated version of the Retail Sales Allocation Tool (RSAT). The RSAT is currently being used by the **Simple Steps, Smart Savings** midstream retail lighting, showerhead and appliance program which delivers program services to more than forty utilities. The RSAT must continue to be capable of allocating, by utility service territory, retail sales of energy efficient products from any type of retail outlet, including but not limited to, lighting, showerheads, appliances, water heaters, thermostats and more. A complete list is provided in B.1. The tool shall be available to all utilities in the Pacific Northwest and their implementation firms.

A.2 Background

During the past decade, Energy Efficiency rebates to consumers have had a measureable impact on the sales of energy efficient lighting and appliances and have played a big role in energy efficiency programs. However, updates to Federal Standards on lighting and appliances have caused efficiency baselines to rise, threatening the cost justification of running expense-to-process rebate program models. Rather than continue to run an expensive program model until it runs out of gas, BPA and NW utilities opted to test a more midstream program model, working directly with retailers and manufacturers to motivate consumers in new ways. While giving up the rebate for allows the program to be more nimble and reduce operating/processing costs, it also means we lose most of the opportunity to collect site-based data (information about the consumer and the residence in which the product will be installed). Creating program models that could operate without site-based data meant we had to create a way to reliably predict where a purchased product might be installed. Through a combination of product and purchaser research, the Retail Sales Allocation Tool was successfully created to do just that. Developing the first version of the RSAT took over two years (2012-2014), with input from dozens of NW utilities and stakeholders. It was built upon the midstream allocation methodology for efficient lighting and showerheads, but expanded with product and consumer-specific research to address appliances, water heaters, thermostats, room air conditioners and windows. An independent evaluation of the RSAT, conducted by Cadmus, Inc., gave the tool a 90% confidence rating for accuracy, an A-rating by evaluation standards. In December 2014, BPA's **Simple Steps, Smart Savings** program began using the 2015 RSAT to develop sales allocations and forecasts for an updated regional retail program that would include not only lighting and showerheads, but also midstream promotions for appliances.

Residential lighting and appliances continue to dominate BPA's energy efficiency portfolio and the **Simple Steps, Smart Savings** regional program is a critical component toward BPA successfully achieving our energy efficiency targets. Because it provides an accurate and transparent method for allocating savings to participating utilities, the Retail Sales Allocation Tool is a critical component for the success of **Simple Steps**.

A.3 Location of Project

Work shall be performed at Contractor's office (or other choice of location). Additionally, Contractor representatives will be required to meet with the BPA COTR at BPA headquarters in Portland, Oregon approximately 4-6 times per year to provide face-to-face opportunities to discuss project progress, goals and results.

A.4 BPA-Furnished Property or Services

1. Names of retailers participating in current BPA and/or **Simple Steps** program
2. List of northwest utilities and stakeholders

3. List of current and upcoming products to be included in the **Simple Steps** program
4. Assistance in gathering number of household by zip code from each public and investor-owned utility in the region
5. Assistance in coordinating presentations to regional utilities and other stakeholders

A.5 Contractor-Furnished Property or Service

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

A.6 Definitions

“BPA Region” refers to the states of Washington, Oregon, Idaho, Montana, and parts of Nevada, California and Wyoming. http://www.bpa.gov/corporate/pubs/EX_A_BPA_Service_Area.pdf

“Builder Channels/Builder Supply Outlets” refer to builder-oriented distribution channels including, but not limited to, lighting, plumbing and building supply distributors.

“Consumer Rebates” are incentives/rebates provided to consumers either at the point of sale or through a post-purchase mechanism.

“Retail delivery mechanisms” include downstream (incentives are delivered directly to the end user or consumer, usually through a rebate); midstream (program activity/incentives go through the retailer); upstream (program activity goes through the manufacturer).

“Retail outlet” refers to stores including, but not limited to, do-it-yourself home improvement stores, variety, hardware, builder supply outlets, mass market and grocery stores.

“Participating utility” refers to utilities who have opted-in for participation in a program, usually by signing a participation agreement (MOU) and making a financial commitment for an agreed upon period of time.

“Percentage allocation” refers to the percentage of sales of product(s) allocated to each participating utility, based on utility service territory and store customer territory, by each specific retail location. BPA has historically used percentage allocations for the Change-A-Light and Simple Steps, Smart Savings retail promotions.

“Stakeholders” or “regional stakeholders” include, but are not limited to, public power utilities, investor-owned utilities, program implementers, the NW Power and Conservations Council and the Northwest Energy Efficiency Alliance.

A.7 Documentation

Documentation relevant to users of the RSAT shall be posted to BPA’s Residential Energy Efficiency web pages on a page designated for the RSAT, including:

- An explicit description of the Retail Sales Allocation tool and its purpose,
- How the Retail Sales Allocation Tool was created (methodology),
- A schedule of when it will be updated,
- Whom to contact with questions or to receive a copy of the RSAT, and
- Frequently Asked Questions

Pertinent updates will be announced via BPA Weekly Energy Efficiency Announcements and through posts on Conduit at www.ConduitNW.org

Part B – Technical Approach/Tasks

B.1 General Requirements

The final product of this contract is an accurate and functioning version of the Retail Sales Allocation Tool (Tool) produced in a final version each year in September (or earlier), with an equitable methodology for determining allocations of retail sales to all utilities (cooperatives, municipalities, public utility districts and investor-owned), and access to reports. Quarterly updates of the Tool will be provided to BPA. Contractor shall maintain the

accuracy of the Tool by updating it to reflect changes in store locations, updates in research on consumer purchasing habits, updated inputs on household counts by utility service territory and other relevant data as they become available. All updates shall be dutifully recorded in the Changes/Updates tab to track all updates in the record and to inform users. Any changes or modifications to the methodology of the Tool shall be proposed to BPA's COTR by the Contractor for approval prior to executing said modifications. The Tool shall at all times be owned by the Contractor and BPA is granted unlimited rights to the sales allocation output report from the Tool under this agreement.

Updates to the Tool shall be produced quarterly, but distributed only upon request. Unless a significant variance in the allocation output warrants it, the Tool shall be distributed once per year in September (or earlier if possible) to all northwest utilities and implementers.

The Tool shall continue to have the ability to product a single file output, containing all stores for a single product type, with allocations for all utilities in the region (with allocation percentages to two decimal places).

The following product categories are currently incorporated into the Tool and shall be maintained until determined no longer needed by BPA's COTR:

- Lighting products
 - Compact Fluorescent Lamps/bulbs (CFLs) – general purpose and specialty
 - Light Emitting Diodes (LEDs) – general purpose and specialty
 - Lighting fixtures – all types including linear fluorescent/LED fixtures
 - Lighting controls (motion sensors, timers, etc.)
- Water saving devices
 - Showerheads / shower-wands
 - Faucet aerators
- Appliances (white goods)
 - Refrigerators
 - Freezers
 - Clothes Washers
 - Water heaters
- Weatherization/envelope products
 - Windows
 - Insulation

The following products or product categories are not currently represented in the Tool. The Contractor shall create a work plan to address adding these products to the Tool. BPA's COTR will present the proposed work plan and timeline for inclusion to regional utilities for approval prior to executing on these updates.

Additional product categories may include, but is not limited to:

- Advanced Power Strips
- Efficient electric clothes dryers (including heat pump dryers)
- All efficient water heaters (electric and gas products)
- Ductless Heat Pumps
- Efficient Storm Windows
- Smart Thermostats

The Contractor shall continue to utilize and maintain the retailers currently represented in the 2015 RSAT. Additional retailers will be added prior to the annual update each September as requested by utilities and approved by BPA's COTR.

B.2 Methods to be used

Contractor shall utilize the following accepted sources of data and their usage as outlined in the 2013 RSAT Methodology report. Alternative methodology may be proposed if determined to be an improvement. All alternatives shall be presented to BPA's COTR with complete details of the improvements including a high level analysis of the benefits and any possible limitations. Acceptance of any alternative methodology will be at the discretion of BPA's COTR.

Data inputs currently include:

- Household meter counts by zip code, provide by utilities
- Census data
- List of northwest retailers, builder supply distributors, etc.
- Consumer profiles, currently provided by Mosaic[®] by Experian or other consumer profile provider approved by BPA's COTR
- Drive-time data from GPS source

B.3 Specific Requirements: Tasks and Deliverables

1. Review and update of RSAT methodology: Contractor will conduct an objective review of feedback received to date from utilities and the data inputs and methodology used to create the 2015 RSAT (9Oct2014) in preparation for the 2016 RSAT. This may include investigation of the basis for the allocations for specific retail locations where identified by utilities during 2015. Contractor shall provide a brief written summary of findings (2-3 pages) and a proposal for any suggested changes to the inputs or methodology to address utility feedback. This proposal will be reviewed by the BPA COTR and any proposed changes approved by the COTR prior to implementation.

Deliverable: Summary of findings and recommendations for any updates/changes to inputs or methodology (Schedule Item 001)

2. Update of RSAT for 2016: Contractor shall execute an update to the RSAT, incorporating all data input updates from B.2 above and any changes to methodology from B.3.1 or inputs approved by BPA's COTR. All steps and inputs shall be documented in a brief written summary (1-3 pages).

Deliverable: Summary of steps and inputs to 2016 RSAT update (Schedule Item 002)

3. Draft Update of RSAT for 2016: Contractor shall produce a draft of the update to the RSAT, incorporating all data input updates from B.2 above and any changes to methodology or inputs as approved by BPA's COTR.

Deliverable: Updated Draft RSAT output files, one as Excel spreadsheet with Macros, one as Excel spreadsheet with Filters) for the COTR's review. (Schedule Item 003)

4. Quality Assurance Review of the 2016 RSAT: Contractor shall conduct a thorough Quality Assurance Review of the 2016 RSAT prior to delivering to BPA's COTR. Any errors discovered will be disclosed to the COTR in writing with an explanation of the error(s), the cause, the solution, and the proposed remedy to avoid in future updates.

Deliverables: Quality Assurance review summary of errors, cause and remedy. (Schedule Item 004)

5. Final RSAT for 2016: Contractor shall produce a Final RSAT incorporating all corrections identified during the Quality Assurance review, one version as Excel with Macros and a second as Excel with Filters for the COTR's review and acceptance for September release.

Deliverables: Updated Final RSAT output files, incorporating all corrections identified during the Quality Assurance review, one as Excel spreadsheet with Macros, one as Excel spreadsheet with Filters) for the COTR's review. (Schedule Item 005)

6. RSAT Customer Support: Contractor shall provide support to BPA's COTR and Pacific Northwest utilities by being available to answer questions and address concerns related to the updated RSAT. Contractor shall update the RSAT twice per year to address updated retail locations (openings, closures, mergers, etc.) data and address any needs for custom adjustments to utility-weighting as new specific ZIP code data becomes available.

Deliverable: Monthly Customer Service Support (Schedule Item 006)

- a) Attend monthly Simple Steps Program Managers meeting as needed,
- b) Provide a presentation of an overview of updates and modifications to the 2016 RSAT at the Simple Steps Program Managers meeting and/or the Monthly Regional Residential Program call in September 2015 and Spring 2016,

- c) Respond to emails or phone calls from utilities or BPA Energy Efficiency Representatives within 48 hours. Response need not provide a solution, but at a minimum should provide a timeline for addressing any issues.
- d) Provide phone/webinar access information, draft agenda and participating in Monthly Contract coordination meetings.
- e) Produce monthly status reports (submit with invoice)

7. Additional product profiles: Contractor shall complete product research to create product profiles listed below to inform the 2017 RSAT update.
- a. Advanced Power Strips
 - b. Efficient electric clothes dryers (including heat pump dryers)
 - c. All efficient water heaters (electric and gas products)
 - d. Ductless Heat Pumps
 - e. Efficient Storm Windows
 - f. Smart Thermostats

Deliverable: A summary report documenting the product research including a work plan for the six (6) product profiles (Schedule Item 007)

8. Additional retail profiles (up to 5): Contractor shall complete retailer research required to incorporate up to five additional retailers as identified by utilities for the 2017 RSAT. List to be provided by the BPA COTR after consulting with utilities

Deliverable: A summary report documenting the retailer research including a work plan for the additional five (5) retailer profiles (Schedule Item 008)

9. Improvements including gas/electric fuel divisions and GIS platform improvements: Contractor shall complete research to determine if additional refinement to the Tool is possible to address allocation disparity for dual fuel products (i.e. clothes washers with electric or gas water heat) in shared service territories (i.e. electric utility and gas utility sharing same customer base) and provide written summary and recommendation to incorporate these inputs in the 2017 RSAT, or not. Contractor shall propose and execute improvements to the GIS platform to provide utilities with a more transparent visual display of stores within shared service territories.

Deliverable: Written summary and recommendation to include gas territory inputs into the RSAT and GIS platform enhancements (Schedule Item 009)

10. Tool updates and maintenance: Contractor shall perform regular maintenance to the Tool to maintain accuracy and provide quarterly master allocation reports December 1, March 1, and June 1 in preparation for the annual update to the published RSAT in September. Quarterly updates shall be accompanied by an addendum accounting for all changes made to the Tool in the past quarter. This addendum shall be provided as an additional Excel tab in the Tool and shall be an accumulative accounting of all changes/modifications that have been executed in that year. At the end of the year, the Contractor shall assemble a brief report 4-8 pages that provides a summary of all RSAT activities for the past year, with explanations of what was documented in the changes/modifications, observations of the market, and recommendations for improvements to the Tool or processes.

Deliverables: Quarterly updates Dec 1, Mar 1, Jun 1 and Year-end report (Schedule Item 010)

Work for 2017 RSAT and priced option years:

11. Review and update of RSAT methodology: Contractor will conduct an objective review of feedback received to date from utilities and the data inputs and methodology used to create the 2016 RSAT (or most recent version for option years) in preparation for the 2017 (or next) RSAT. This may include investigation of the basis for the allocations for specific retail locations where identified by utilities during 2015. Contractor shall provide a brief written summary of findings (2-3 pages) and a proposal for any suggested changes to the inputs or methodology to address utility feedback. This proposal will be reviewed by BPA's COTR and any proposed changes approved by the COTR prior to implementation.

Deliverable: Summary of findings and recommendations for any updates/changes to inputs or methodology (Schedule Item 011)

12. Update of RSAT for 2017 (or current upcoming year): Contractor shall execute an update to the RSAT, incorporating all data input updates from B.2 above and any changes to methodology from B.3.11 or inputs approved by BPA's COTR. All steps and inputs shall be documented in a brief written summary (1-3 pages).

Deliverable: Summary of steps and inputs to the newest RSAT update (Schedule Item 012)

13. Draft Update of RSAT for 2017 (or current upcoming year): Contractor shall produce a draft of the update to the RSAT, incorporating all data input updates from B.2 above and any changes to methodology or inputs as approved by BPA's COTR.

Deliverable: Updated Draft RSAT output files, one as Excel spreadsheet with Macros, one as Excel spreadsheet with Filters) for COTR review. (Schedule Item 013, 21,26,31)

14. Quality Assurance Review of the Draft RSAT: Contractor shall conduct a thorough Quality Assurance Review of the Draft RSAT currently in production prior to delivering to BPA's COTR. Any errors discovered will be disclosed to the COTR in writing with an explanation of the error(s), the cause, the solution, and the proposed remedy to avoid in future updates.

Deliverables: Quality Assurance review summary of errors, cause and remedy. (Schedule Item 014, 22, 27, 32)

15. Final RSAT for 2017 (or current upcoming year): Contractor shall produce a Final RSAT incorporating all corrections identified during the Quality Assurance review, one version as Excel with Macros and a second as Excel with Filters for COTR review and acceptance for September release.

Deliverables: Updated Final RSAT output files, incorporating all corrections identified during the Quality Assurance review, one as Excel spreadsheet with Macros, one as Excel spreadsheet with Filters) for COTR review. (Schedule Item 015, 23, 28,33)

16. Annual RSAT Customer Support: Contractor shall provide support to BPA's COTR and Pacific Northwest utilities by being available to answer questions and address concerns related to the current RSAT. Contractor shall update the RSAT twice per year to address updated retail locations (openings, closures, mergers, etc.) data and address any needs for custom adjustments to utility-weighting as new specific ZIP code data becomes available.

Deliverable: Monthly Customer Service Support (Schedule Item 016, 24, 29, 34)

- a) Attend monthly Simple Steps Program Managers meeting as needed,
- b) Provide a presentation of an overview of updates and modifications to the current RSAT at the Simple Steps Program Managers meeting and/or the Monthly Regional Residential Program call in September and the following Spring,
- c) Respond to emails or phone calls from utilities or BPA Energy Efficiency Representatives within 48 hours. Response need not provide a solution, but at a minimum should provide a timeline for addressing any issues.
- d) Provide phone/webinar access information, draft agenda and participating in Monthly Contract coordination meetings.
- e) Produce monthly status reports (submit with invoice)

17. Additional product profiles: Contractor shall complete product category research if requested by utilities and approved by BPA's COTR. List to be provided by the COTR after consulting with utilities

Deliverable: A summary report documenting the product research including a work plan for the product profiles (Schedule Item 017)

18. Additional retail profiles (up to 5): Contractor shall complete retailer research required to incorporate up to five additional retailers as identified by utilities, if needed. List to be provided by the COTR after consulting with utilities.

Deliverable: A summary report documenting the retailer research including a work plan for the five (5) retailer profiles (Schedule Item 018)

19. Refinement of gas/electric fuel divisions and GIS platform improvements: Contractor shall review utility feedback and update 2016 research to determine if additional refinement to the Tool is possible to address allocation disparity for dual fuel products (i.e. clothes washers with electric or gas water heat) in shared service territories (i.e. electric utility and gas utility sharing same customer base) and provide written summary and recommendation to incorporate these inputs in the 2017 RSAT, or not. Contractor shall propose and execute improvements to the GIS platform to provide utilities with a more transparent visual display of stores within shared service territories.

Deliverable: Written summary and recommendation to include gas territory inputs into the RSAT and GIS platform enhancements (Schedule Item 019)

20. Tool updates and maintenance: Contractor shall perform regular maintenance to the Tool to maintain accuracy and provide quarterly master allocation reports December 1, March 1, and June 1 in preparation for the annual update to the published RSAT in September. Quarterly updates shall be accompanied by an addendum accounting for all changes made to the Tool in the past quarter. This addendum shall be provided as an additional Excel tab in the Tool and shall be an accumulative accounting of all changes/modifications that have been executed in that year. At the end of the year, the Contractor shall assemble a brief report 4-8 pages that provides a summary of all RSAT activities for the past year, with explanations of what was documented in the changes/modifications, observations of the market, and recommendations for improvements to the Tool or processes.

Deliverables: Quarterly updates Dec 1, Mar 1, June 1 and Year-end report (Schedule Item 020)

B.4 Reporting and Communication

1. Monthly conference calls: BPA's COTR and the contractor shall set a regular cadence of monthly conference calls to manage program activities and stay in communication. Contractor shall be responsible for setting up a phone line and web conference access. Contractor shall submit a draft proposed agenda to BPA's COTR 5 working days prior to each monthly meeting. (See Tasks 6 & 16)
2. Status reports shall be submitted with monthly invoices and include an overview of all activities from the past month and upcoming work underway. (See Tasks 6 & 16)

B.5 Time Schedule

Dates provided are from date of contract award unless otherwise stated.

Task #	Task	Deliverable	Schedule
1	Review and update methodology	2-3 pages written summary of recommendations for updates/changes	Within 3 weeks
2	Update of RSAT for 2016	Written summary of steps and inputs	Within 5 weeks
3	Draft Update of RSAT for 2016	Excel files with Macros and Filters	Within 5 weeks
		<i>BPA COTR review and feedback</i>	<i>7 day BPA review</i>
4	Quality Assurance Review	Written summary of errors, causes, solutions	Within 7 weeks
5	Final RSAT for 2016	Excel files with Macros and Filters	Within 8 weeks
6	2016 RSAT Customer Support	a) Attend monthly Simple Steps monthly meeting as needed b) Provide RSAT 2016 presentation (2 x per year)	ongoing

		c) Respond to customer contacts within 48 hours d) Attend monthly contract meetings e) Produce monthly status reports (submit with invoice)	
7	Summary report of research for additional product profiles	a. Advanced Power Strips b. Efficient Clothes Dryers c. All water heaters d. Ductless Heat Pumps e. Efficient Storm windows f. Smart Thermostats	Within 16 weeks
8	Summary report of research for additional retail profiles	Retailer profiles	Within 20 weeks
9	Research gas /electric fuel issues / GIS platform improvements	Written summary of recommendations and presentation of GIS platform improvements	Within 26 weeks
10	Tool update and maintenance and Year-end report	Quarterly updates to RSAT	Dec 1, Mar 1, Jun 1
		Year-end report of activities, observations and recommendations	11 months from award

Dates provided are from date of new contract year, unless otherwise indicated.

Task #	Task	Deliverable	Schedule
11	Review and update methodology	2-3 pages written summary of recommendations for updates/changes	Within 3 weeks
12	Update of RSAT for 2017*	Written summary of steps and inputs	Within 5 weeks
13	Draft Update of RSAT for 2017*	Excel files with Macros and Filters	Within 5 weeks
		<i>BPA review and feedback</i>	<i>7 day BPA review</i>
14	Quality Assurance Review	Written summary of errors, causes, solutions	Within 7 weeks
15	Final RSAT for 2017*	Excel files with Macros and Filters	Within 8 weeks
16	RSAT Customer Support	a) Attend monthly Simple Steps monthly meeting as needed b) Provide RSAT 2016 presentation (2 x per year) c) Respond to customer contacts within 48 hours d) Attend monthly contract meetings e) Produce monthly status reports (submit with invoice)	ongoing
17	Summary report of research for additional product profiles	Product profiles, to be determined	Within 16 weeks
18	Summary report of research for additional retail profiles	Retailer profiles, to be determined	Within 20 weeks
19	Research gas /electric fuel issues / GIS platform improvements	Written summary of recommendations and presentation of GIS platform improvements	Within 26 weeks

20	Tool update and maintenance and Year-end report	Quarterly updates to RSAT	Dec 1, Mar 1, Jun 1
		Year-end report of activities, observations and recommendations	11 months from award

BPA review time for deliverable acceptance will be 7 working days.

Part C – Inspection and Acceptance (Quality Assurance)

BPA will evaluate Contractor’s deliverables individually for completeness and accuracy. Written summaries should clearly state research findings and observations with clear recommendations or proposed solutions. RSAT Excel output files should address all items indicated as issues in the Quality Assurance Review. Deliverables with obvious errors or shortcomings will be considered sufficient criteria for rejection and will be returned to the Contractor with a request to correct the deficiencies indicated. Corrected deliverables will be reviewed and accepted if listed deficiencies have been addressed. BPA will retain the option to not accept deliverables until all deficiencies have been addressed to BPA’s satisfaction.

Part D – Technical Exhibits

Attached are the current 2016 RSAT output files:

- 2016 RSAT Macros 9Oct2015
- 2016 RSAT Filters 9Oct2015

UNIT 4 — WAGE DECISION

WD 05-2441 (Rev.-15) was first posted on www.wdol.gov on 12/30/2014

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.: 15
Date Of Revision: 12/22/2014

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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 Contditioning 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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 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 ordinance, 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 ordance, (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 ordance, explosive, and incendiary ordance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, 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.