



## Department of Energy

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

FREEDOM OF INFORMATION ACT/PRIVACY PROGRAM

June 21, 2024

In reply refer to: FOIA #BPA-2024-01652-F

**SENT VIA EMAIL ONLY TO:** [karen@k2ultimateincentives.com](mailto:karen@k2ultimateincentives.com)

Karen Kelly  
K2 Ultimate Incentives, LLC  
2535 W. Coyote Creek Drive  
Anthem, AZ 85086

Dear Ms. Kelly,

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). Your request was received on April 10, 2024 and formally acknowledged on May 1, 2024.

### **Request**

You seek, "...the name of the vendor of your current Employee Recognition program. I have come across the HR Desk Reference: 410-08-01 but it does not give details of the contract. Can you please send me the details such as: who is the vendor, what is the contract dates (when did the contract start and when does it end), and any cost information. The prices you are paying, the yearly spend, etc."

### **Response**

The agency's Contracts and Strategic Sourcing office collected 26 pages of responsive records. These records are being released with one redaction applied under 5 U.S.C. § 552(b)(6) (Exemption 6).

### **Explanation of Exemption**

The FOIA generally requires the release of all responsive agency records upon request. However, the FOIA permits or requires withholding certain limited information that falls under one or more of nine statutory exemptions (5 U.S.C. §§ 552(b)(1-9)). Further, section (b) of the FOIA, which contains the FOIA's nine statutory exemptions, also directs agencies to publicly release any reasonably segregable, non-exempt information that is contained in those records.

### **Exemption 6**

Exemption 6 serves to protect Personally Identifiable Information (PII) contained in agency records when no overriding public interest in the information exists. BPA does not find an

overriding public interest in a release of the information redacted under Exemption 6 -- specifically, an employee signature. This information sheds no light on the executive functions of the agency and BPA finds no overriding public interest in its release. BPA cannot waive these redactions, as the protections afforded by Exemption 6 belong to individuals and not to the agency.

Lastly, as required by 5 U.S.C. § 552(a)(8)(A), information has been withheld only in instances where (1) disclosure is prohibited by statute, or (2) BPA foresees that disclosure would harm an interest protected by the exemption cited for the record. When full disclosure of a record is not possible, the FOIA statute further requires that BPA take reasonable steps to segregate and release nonexempt information. The agency has determined that in certain instances partial disclosure is possible and has accordingly segregated the records into exempt and non-exempt portions.

### **Fees**

There are no fees associated with processing of your request.

### **Certification**

Pursuant to 10 C.F.R. § 1004.7(b)(2), I am the individual responsible for the records search and information provided above. Your FOIA request BPA-2024-01652-F is now closed with no responsive agency records available to provide.

### **Appeal**

Note that the FOIA response certified above is final. Pursuant to 10 C.F.R. § 1004.8, you may appeal the adequacy of the records search, and the completeness of this final records response, within 90 calendar days from the date of this communication. 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](mailto: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.


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: [ogis@nara.gov](mailto:ogis@nara.gov)  
Phone: 202-741-5770  
Toll-free: 1-877-684-6448  
Fax: 202-741-5769

Questions about this communication may be directed to FOIA Program Lead Jason E. Taylor at [jetaylor@bpa.gov](mailto:jetaylor@bpa.gov) or 503-230-3537. Thank you for your interest in the Bonneville Power Administration.

Sincerely,

CANDICE  
PALEN

 Digitally signed by CANDICE  
PALEN  
Date: 2024.06.21 08:51:56  
-07'00'

Candice D. Palen  
Freedom of Information/Privacy Act Officer

**U.S. DEPARTMENT OF ENERGY  
BONNEVILLE POWER ADMINISTRATION  
AMENDMENT OF SOLICITATION/MODIFICATION OF  
CONTRACT/ORDER**

**PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT**

This data is used to amend a solicitation or modify a contract or order. This form will assist in ensuring all changes are applied appropriately. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB) US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

1. Solicitation/Contract/Order Number: BPA- ... - ... - 81496		2. Amendment/Modification Number: M - 006	
3. Effective Date: SEE BLOCK 15C	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Claudia Savage, 503-230-3243, cfsavage@bpa.gov	

**AMENDMENTS OF SOLICITATIONS**

6. The above numbered solicitation is amended as set forth in Item 12. The hour and date specified for receipt of Offers,  is extended to \_\_\_\_\_  is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation. If a signature is requested in Item 11, acknowledge this amendment by completing Items 13 and 14 and returning the amendment with your proposal. Failure of your acknowledgment to be received at the place designated for the receipt of proposal prior to the hour and date specified may result in rejection of your proposal. If by virtue of this amendment you desire to change a proposal already submitted, such a change must be received prior to the due date and hour specified in the solicitation.

**MODIFICATIONS OF CONTRACTS/ORDERS (Modifies the contract/order as described in item 12.)**

<input type="checkbox"/>	7. This unilateral modification is issued pursuant to: (specify authority below). The changes set forth in item 12 are made in the Contract/Order in Item 1.
<input type="checkbox"/>	8. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, spelling correction, etc.) set forth in item 12 pursuant to the authority of BPI Part 14.10.3(b)(1).
<input checked="" type="checkbox"/>	9. Bilateral/Other (specify authority): Clause 28-6, Changes


10. Accounting and Appropriation Data (used for COOP event only):

**IMPORTANT** 11. Contractor  is not,  is required to sign this document and return via email to the Contract Specialist.

12. Description of Amendment/Modification (Attach additional documentation if needed and state SEE CONTINUATION SHEET.)  
SEE CONTINUATION SHEET

Except as provided herein, all terms and conditions of the document referenced in Item 1 or 2 remain unchanged.

13. Company Name:  
CA Short Company

14a. Name, Phone and Title of Signer: Kevin Gergel, VP Sales, 770-861-1975		15a. Name of Contracting Officer: Vasia Limantzakis	
14b. Contractor/Offeror By: <u>Kevin Gergel</u> Digitally signed by Kevin Gergel Date: 2023.03.24 14:46:09 -0400 (Signature of person authorized to sign)	14c. Date Signed:	15b. Signature of Contracting Officer By:  (Signature of Contracting Officer)	15c. Date Signed: 03/24/2023

1. The purpose of this modification is to exercise Option 5, modify the Statement of Work (SOW), specifically the sections highlighted throughout, to include the recognition item: People-to-People gift eCards, add both eCard estimated quantities to Option periods 5 through 9 (CLINs 5015, 6015, 7015, 8015 and 9015) and monthly administrative fees for Option periods 5 through 9 (CLINs 5016, 6016, 7016, 8016, and 9016) to the Schedule of Pricing, Clause 28-2, and modify the performance period of all Option periods 5 through Option 9 of Contract 81496. Additionally, Clause 15-17, Information Assurance, is replaced with Part D—Information Assurance in the SOW, per Bonneville requirements.
2. Therefore, the People-to-People gift eCard services, as described in Part B Technical Approach/Tasks, are added to the SOW.
3. Option 5, CLINs 5001-5014 in the amount of \$56,322 (or, \$84,658.00 [12 months of retirement award and length of service award services] - \$28,336.00 [price adjustment for 4 months less than 12 months] is added to the Schedule of Prices.
4. CLINs 5015, 6015, 7015, 8015, and 9015 all in the amount of \$1,350,000.00, are added to the Schedule of Prices.
5. CLIN 5016 in the amount of \$216,000.00 for the monthly administrative fee for 4/10/2023 – 9/30/2024 (18 months) is added to the Schedule of Prices.
6. CLINs 6016, 7016, 8016, and 9016 all in the amount of \$144,000.00, for the monthly administrative fee for 12 months, are added to the Schedule of Prices.
7. Therefore, the contract price for this modification (CLINs 5001-5014, \$56,322.00, and 5015, \$1,350,000.00, and 5016, \$216,000 or  $\$56,322 + \$1,350,000 + \$216,000$ ) is increased by \$1,622,322.00 from \$425,050.00 to \$2,047,372.00.
8. Option period 5's performance period is changed from 2/11/2023 – 2/10/2024 to 2/11/2023 – 9/30/2024.
9. Clause 15-17, Information Assurance, is replaced with Part D—Information Assurance, in the SOW.
10. All other terms and conditions other than those changed by this modification remain in effect and are unchanged.

# TERMS AND CONDITIONS

## TABLE OF CONTENTS

<b>UNIT 1 — COMMERCIAL</b>	<b>4</b>
CONTRACT-BASIC TERMS (28-1.1)	4
SCHEDULE OF PRICING (28-2)	4
INVOICE (28-3)	9
PAYMENT-FIRM FIXED PRICE (28-4.1)	10
INSPECTION/ACCEPTANCE-FIRM FIXED PRICE (28-5.1)	11
CHANGES (28-6)	11
STOP WORK ORDER (28-7)	11
FORCE MAJEURE/EXCUSABLE DELAY (28-8)	12
TERMINATION FOR CAUSE – FIRM FIXED PRICE (28-9.1)	12
TERMINATION FOR BPA’S CONVENIENCE-FIRM FIXED PRICE (28-10.1)	12
WARRANTY (28-11)	13
LIMITATION OF LIABILITY (28-12)	13
DISPUTES (28-13)	13
INDEMNIFICATION (28-14)	13
RISK OF LOSS (28-15)	13
TITLE (28-16)	13
TAXES (28-17)	13
ASSIGNMENT (28-18)	13
OTHER COMPLIANCES (28-19)	14
REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)	14
ORDER OF PRECEDENCE (28-21)	16
APPLICABLE LAW (28-22)	16
INTERNET PROTOCOL VERSION 6 (28-23)	16
<b>UNIT 2 – OTHER CLAUSES</b>	<b>17</b>
PRIVACY PROTECTION (5-2)	17
OPTION TO EXTEND SERVICES (7-39)	17
OPTION TO EXTEND THE TERM OF THE CONTRACT (7-40)	17
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	18
BANKRUPTCY (14-18)	18
CONTINUITY OF SERVICES (23-1)	18
<b>UNIT 3 — STATEMENT OF WORK</b>	<b>19</b>

## UNIT 1 — COMMERCIAL

### CONTRACT-BASIC TERMS (28-1.1M) (MAR 2023)(BPI 28.3.4(A))

- (a) This is a firm fixed price contract for one base year with options to extend for eight additional pre-priced option periods. By signing the contract cover page, Bonneville and the Contractor agree, subject to the attached terms and conditions, that Contractor shall sell to Bonneville the items and 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 Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience. Bonneville 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 2013)(BPI 28.3.4(F))

The contractor shall provide the items and services at the prices identified in accordance with Schedule of Pricing:

CLIN	Description	Quantity	Unit	Unit Price	Extended Price
<b>Base Period: February 11, 2019 - February 10, 2020</b>					
0001	Length of Service Award: 5 Years	132	EA	\$60.00	\$7,920.00
0002	Length of Service Award: 10 Years	60	EA	\$85.00	\$5,100.00
0003	Length of Service Award: 15 Years	101	EA	\$97.00	\$9,797.00
0004	Length of Service Award: 20 Years	48	EA	\$132.00	\$6,336.00
0005	Length of Service Award: 25 Years	61	EA	\$165.00	\$10,065.00
0006	Length of Service Award: 30 Years	57	EA	\$180.00	\$10,260.00
0007	Length of Service Award: 35 Years	37	EA	\$265.00	\$9,805.00
0008	Length of Service Award: 40 Years	13	EA	\$307.00	\$3,991.00
0009	Length of Service Award: 45 Years	8	EA	\$417.00	\$3,336.00
0010	Length of Service Award: 50 Years	1	EA	\$518.00	\$518.00
0011	Retirement Award: 10-19 Years	12	EA	\$132.00	\$1,584.00
0012	Retirement Award: 20-29 Years	22	EA	\$180.00	\$3,960.00
0013	Retirement Award: 30-39 Years	55	EA	\$194.00	\$10,670.00
0014	Retirement Award: 40+ Years	6	EA	\$278.00	\$1,668.00
	<b>Total Firm Fixed Price</b>				<b>\$85,010.00</b>
<b>Option 1: February 11, 2020 - February 10, 2021</b>					
1001	Length of Service Award: 5 Years	132	EA	\$60.00	\$7,920.00

CLIN	Description	Quantity	Unit	Unit Price	Extended Price
1002	Length of Service Award: 10 Years	60	EA	\$85.00	\$5,100.00
1003	Length of Service Award: 15 Years	101	EA	\$97.00	\$9,797.00
1004	Length of Service Award: 20 Years	48	EA	\$132.00	\$6,336.00
1005	Length of Service Award: 25 Years	61	EA	\$165.00	\$10,065.00
1006	Length of Service Award: 30 Years	57	EA	\$180.00	\$10,260.00
1007	Length of Service: 35 Years	37	EA	\$265.00	\$9,805.00
1008	Length of Service Award: 40 Years	13	EA	\$307.00	\$3,991.00
1009	Length of Service Award: 45 Years	8	EA	\$417.00	\$3,336.00
1010	Length of Service Award: 50 Years	1	EA	\$518.00	\$518.00
1011	Retirement Award: 10-19 Years	12	EA	\$132.00	\$1,584.00
1012	Retirement Award: 20-29 Years	22	EA	\$180.00	\$3,960.00
1013	Retirement Award: 30-39 Years	55	EA	\$194.00	\$10,670.00
1014	Retirement Award: 40+ Years	6	EA	\$278.00	\$1,668.00
	<b>Total Option 1</b>				<b>\$85,010.00</b>

**Option 2: February 11, 2021 - February 10, 2022**

2001	Length of Service Award: 5 Years	132	EA	\$60.00	\$7,920.00
2002	Length of Service Award: 10 Years	60	EA	\$85.00	\$5,100.00
2003	Length of Service Award: 15 Years	101	EA	\$97.00	\$9,797.00
2004	Length of Service Award: 20 Years	48	EA	\$132.00	\$6,336.00
2005	Length of Service Award: 25 Years	61	EA	\$165.00	\$10,065.00
2006	Length of Service Award: 30 Years	57	EA	\$180.00	\$10,260.00
2007	Length of Service: 35 Years	37	EA	\$265.00	\$9,805.00
2008	Length of Service Award: 40 Years	13	EA	\$307.00	\$3,991.00
2009	Length of Service Award: 45 Years	8	EA	\$417.00	\$3,336.00
2010	Length of Service Award: 50 Years	1	EA	\$518.00	\$518.00
2011	Retirement Award: 10-19 Years	12	EA	\$132.00	\$1,584.00
2012	Retirement Award: 20-29 Years	22	EA	\$180.00	\$3,960.00
2013	Retirement Award: 30-39 Years	55	EA	\$194.00	\$10,670.00
2014	Retirement Award: 40+ Years	6	EA	\$278.00	\$1,668.00



CLIN	Description	Quantity	Unit	Unit Price	Extended Price
	<b>Total Option 2</b>				<b>\$85,010.00</b>
<b>Option 3: February 11, 2022 – February 10, 2023</b>					
3001	Length of Service Award: 5 Years	132	EA	\$60.00	\$7,920.00
3002	Length of Service Award: 10 Years	60	EA	\$85.00	\$5,100.00
3003	Length of Service Award: 15 Years	101	EA	\$97.00	\$9,797.00
3004	Length of Service Award: 20 Years	48	EA	\$132.00	\$6,336.00
3005	Length of Service Award: 25 Years	61	EA	\$165.00	\$10,065.00
3006	Length of Service Award: 30 Years	57	EA	\$180.00	\$10,260.00
3007	Length of Service: 35 Years	37	EA	\$265.00	\$9,805.00
3008	Length of Service Award: 40 Years	13	EA	\$307.00	\$3,991.00
3009	Length of Service Award: 45 Years	8	EA	\$417.00	\$3,336.00
3010	Length of Service Award: 50 Years	1	EA	\$518.00	\$518.00
3011	Retirement Award: 10-19 Years	12	EA	\$132.00	\$1,584.00
3012	Retirement Award: 20-29 Years	22	EA	\$180.00	\$3,960.00
3013	Retirement Award: 30-39 Years	55	EA	\$194.00	\$10,670.00
3014	Retirement Award: 40+ Years	6	EA	\$278.00	\$1,668.00
	<b>Total Option 3</b>				<b>\$85,010.00</b>
<b>Option 4: February 11, 2023 – February 10, 2024</b>					
4001	Length of Service Award: 5 Years	132	EA	\$60.00	\$7,920.00
4002	Length of Service Award: 10 Years	60	EA	\$85.00	\$5,100.00
4003	Length of Service Award: 15 Years	101	EA	\$97.00	\$9,797.00
4004	Length of Service Award: 20 Years	48	EA	\$132.00	\$6,336.00
4005	Length of Service Award: 25 Years	61	EA	\$165.00	\$10,065.00
4006	Length of Service Award: 30 Years	57	EA	\$180.00	\$10,260.00
4007	Length of Service: 35 Years	37	EA	\$265.00	\$9,805.00
4008	Length of Service Award: 40 Years	13	EA	\$307.00	\$3,991.00
4009	Length of Service Award: 45 Years	8	EA	\$417.00	\$3,336.00

CLIN	Description	Quantity	Unit	Unit Price	Extended Price
4010	Length of Service Award: 50 Years	1	EA	\$518.00	\$518.00
4011	Retirement Award: 10-19 Years	12	EA	\$132.00	\$1,584.00
4012	Retirement Award: 20-29 Years	22	EA	\$180.00	\$3,960.00
4013	Retirement Award: 30-39 Years	55	EA	\$194.00	\$10,670.00
4014	Retirement Award: 40+ Years	6	EA	\$278.00	\$1,668.00
	<b>Total Option 4</b>				<b>\$85,010.00</b>

<b>Option 5: April 10, 2023 – September 30, 2024</b>					
5001	Length of Service Award: 5 Years	132	EA	\$60.00	\$7,920.00
5002	Length of Service Award: 10 Years	60	EA	\$85.00	\$5,100.00
5003	Length of Service Award: 15 Years	101	EA	\$97.00	\$9,797.00
5004	Length of Service Award: 20 Years	48	EA	\$132.00	\$6,336.00
5005	Length of Service Award: 25 Years	61	EA	\$165.00	\$10,065.00
5006	Length of Service Award: 30 Years	57	EA	\$180.00	\$10,260.00
5007	Length of Service: 35 Years	37	EA	\$265.00	\$9,805.00
5008	Length of Service Award: 40 Years	13	EA	\$307.00	\$3,991.00
5009	Length of Service Award: 45 Years	8	EA	\$417.00	\$3,336.00
5010	Length of Service Award: 50 Years	1	EA	\$518.00	\$518.00
5011	Retirement Award: 10-19 Years	12	EA	\$132.00	\$1,584.00
5012	Retirement Award: 20-29 Years	22	EA	\$180.00	\$3,960.00
5013	Retirement Award: 30-39 Years	55	EA	\$194.00	\$10,670.00
5014	Retirement Award: 40+ Years	6	EA	\$278.00	\$1,668.00
	<b>Subtotal from Option 4 (only LOS and Retirement Awards)</b>				\$84,658.00
	<b>Price adjustment for 4 months less than the full 12 months</b>				(-\$28,336.00)
5015	6 People-to-People Gift Cards per employee, \$75/each (6 x \$75=\$450)	3000	EA	\$450.00	\$1,350,000.00
5016	Monthly administrative fee	18	EA	\$12,000	\$216,000.00
	<b>Total Option 5</b>				<b>\$1,622,322.00</b>

<b>Option 6: October 1, 2025 – September 30, 2026</b>					
6001	Length of Service Award: 5 Years	132	EA	\$65.00	\$8,580.00
6002	Length of Service Award: 10 Years	60	EA	\$90.00	\$5,400.00
6003	Length of Service Award: 15 Years	101	EA	\$106.00	\$10,706.00
6004	Length of Service Award: 20 Years	48	EA	\$142.00	\$6,816.00
6005	Length of Service Award: 25 Years	61	EA	\$175.00	\$10,675.00
6006	Length of Service Award: 30 Years	57	EA	\$190.00	\$10,830.00
6007	Length of Service: 35 Years	37	EA	\$275.00	\$10,175.00

6008	Length of Service Award: 40 Years	13	EA	\$317.00	\$4,121.00
6009	Length of Service Award: 45 Years	8	EA	\$383.00	\$3,064.00
6010	Length of Service Award: 50 Years	1	EA	\$528.00	\$528.00
6011	Retirement Award: 10-19 Years	12	EA	\$142.00	\$1,704.00
6012	Retirement Award: 20-29 Years	22	EA	\$190.00	\$4,180.00
6013	Retirement Award: 30-39 Years	55	EA	\$210.00	\$11,550.00
6014	Retirement Award: 40+ Years	6	EA	\$288.00	\$1,728.00
6015	6 People-to-People Gift Cards per employee, \$75/each (6 x \$75=\$450)	3000	EA	\$450.00	\$1,350,000.00
6016	Monthly administrative fee	12	EA	\$12,000	\$144,000.00
<b>Total Option 6</b>					<b>\$1,584,057.00</b>

**Option 7: October 1, 2026 – September 30, 2027**

7001	Length of Service Award: 5 Years	132	EA	\$70.00	\$9,240.00
7002	Length of Service Award: 10 Years	60	EA	\$95.00	\$5,700.00
7003	Length of Service Award: 15 Years	101	EA	\$112.00	\$11,312.00
7004	Length of Service Award: 20 Years	48	EA	\$147.00	\$7,056.00
7005	Length of Service Award: 25 Years	61	EA	\$180.00	\$10,980.00
7006	Length of Service Award: 30 Years	57	EA	\$195.00	\$11,115.00
7007	Length of Service: 35 Years	37	EA	\$280.00	\$10,360.00
7008	Length of Service Award: 40 Years	13	EA	\$322.00	\$4,186.00
7009	Length of Service Award: 45 Years	8	EA	\$394.00	\$3,152.00
7010	Length of Service Award: 50 Years	1	EA	\$533.00	\$533.00
7011	Retirement Award: 10-19 Years	12	EA	\$147.00	\$1,764.00
7012	Retirement Award: 20-29 Years	22	EA	\$195.00	\$4,290.00
7013	Retirement Award: 30-39 Years	55	EA	\$226.00	\$12,430.00
7014	Retirement Award: 40+ Years	6	EA	\$293.00	\$1,758.00
7015	6 People-to-People Gift Cards per employee, \$75/each (6 x \$75=\$450)	3000	EA	\$450	\$1,350,000.00
7016	Monthly administrative fee	12	EA	\$12,000	\$144,000.00
<b>Total Option 7</b>					<b>\$1,587,876.00</b>

**Option 8: October 1, 2027 – September 30, 2028**

8001	Length of Service Award: 5 Years	132	EA	\$70.00	\$9,240.00
8002	Length of Service Award: 10 Years	60	EA	\$95.00	\$5,700.00
8003	Length of Service Award: 15 Years	101	EA	\$112.00	\$11,312.00
8004	Length of Service Award: 20 Years	48	EA	\$147.00	\$7,056.00
8005	Length of Service Award: 25 Years	61	EA	\$180.00	\$10,980.00
8006	Length of Service Award: 30 Years	57	EA	\$195.00	\$11,115.00

8007	Length of Service: 35 Years	37	EA	\$280.00	\$10,360.00
8008	Length of Service Award: 40 Years	13	EA	\$322.00	\$4,186.00
8009	Length of Service Award: 45 Years	8	EA	\$394.00	\$3,152.00
8010	Length of Service Award: 50 Years	1	EA	\$533.00	\$533.00
8011	Retirement Award: 10-19 Years	12	EA	\$147.00	\$1,764.00
8012	Retirement Award: 20-29 Years	22	EA	\$195.00	\$4,290.00
8013	Retirement Award: 30-39 Years	55	EA	\$226.00	\$12,430.00
8014	Retirement Award: 40+ Years	6	EA	\$293.00	\$1,758.00
8015	6 People-to-People Gift Cards per employee, \$75/each (6 x \$75=\$450)	3000	EA	\$450	\$1,350,000.00
8016	Monthly administrative fee	12	EA	\$12,000	\$144,000.00
	<b>Total Option 8</b>				<b>\$1,587,876.00</b>
<b>Option 9: October 1, 2028 – September 30, 2029</b>					
9001	Length of Service Award: 5 Years	132	EA	\$74.00	\$9,768.00
9002	Length of Service Award: 10 Years	60	EA	\$100.00	\$6,000.00
9003	Length of Service Award: 15 Years	101	EA	\$118.00	\$11,918.00
9004	Length of Service Award: 20 Years	48	EA	\$155.00	\$7,440.00
9005	Length of Service Award: 25 Years	61	EA	\$189.00	\$11,529.00
9006	Length of Service Award: 30 Years	57	EA	\$205.00	\$11,685.00
9007	Length of Service: 35 Years	37	EA	\$294.00	\$10,878.00
9008	Length of Service Award: 40 Years	13	EA	\$338.00	\$4,394.00
9009	Length of Service Award: 45 Years	8	EA	\$407.00	\$3,256.00
9010	Length of Service Award: 50 Years	1	EA	\$560.00	\$560.00
9011	Retirement Award: 10-19 Years	12	EA	\$154.00	\$1,848.00
9012	Retirement Award: 20-29 Years	22	EA	\$205.00	\$4,510.00
9013	Retirement Award: 30-39 Years	55	EA	\$242.00	\$13,310.00
9014	Retirement Award: 40+ Years	6	EA	\$303.00	\$1,818.00
9015	6 People-to-People Gift Cards per employee, \$75/each (6 x \$75=\$450)	3000	EA	\$450	\$1,350,000.00
9016	Monthly administrative fee	12	EA	\$12,000	\$144,000.00
	<b>Total Option 9</b>				<b>\$1,592,914.00</b>

**INVOICE (28-3)  
(OCT 2014) BPI 28.3.4(G)**

- (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)  
(MAR 2018)(BPI 28.3.4(H))**

(a) Payment.

- (1) Items accepted. Payment shall be made for items accepted by Bonneville that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt Payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
- (3) Electronic Funds Transfer.
  - (i) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville 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. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
  - (ii) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
  - (iii) Submission of EFT banking information to Bonneville. The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration	email: <a href="mailto:VendorMaintenance@bpa.gov">VendorMaintenance@bpa.gov</a>
PO Box 491	phone: 360-418-2800
ATTN: NSTS-MODW Vendor Maintenance	fax: 360-418-8904
Vancouver, WA 98666-0491	

- (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 Bonneville has otherwise overpaid on a contract financing or invoice payment, the Contractor shall:
  - (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the –
    - (A) Circumstances of the overpayment (e.g. duplicate payment, erroneous payment, liquidation error, date(s) of overpayment);
    - (B) Affected contract number and delivery order number, if applicable;
    - (C) Affected contract line item or subline item, if applicable; and
    - (D) Contractor point of contact.
  - (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6) Interest.
  - (i) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest

rate shall be the interest rate established by the Secretary of Treasury as provided in Section 611 of the Contracts Disputes Act of 1978 (Public Law 95-563)(41 U.S.C. 7101-7109), which is applicable to the period in which the amount becomes due, as provided in (a)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

- (ii) Bonneville may issue a demand for payment to the Contractor upon finding that a debt is due under the contract.
- (iii) Final decision. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if:
  - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
  - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
  - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
  - (A) The date fixed under this contract.
  - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on –
  - (A) The date on which the designated office receives payment from the Contractor;
  - (B) The date of issuance of a Bonneville check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
  - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

**INSPECTION/ACCEPTANCE-FIRM FIXED PRICE (28-5.1)**  
**(MAR 2018)(BPI 28.3.4(J))**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. Bonneville reserves the right to inspect or test any supplies or services that have been tendered for acceptance. Bonneville 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, Bonneville may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. Bonneville must exercise its post-acceptance rights:

- (a) within a reasonable time after the defect was discovered or should have been discovered; and
- (b) 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 2013)(BPI 28.3.4(L))**

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

**STOP WORK ORDER (28-7)**  
**(MAR 2018)(BPI 28.3.4(M))**

- (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 Bonneville'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 Bonneville, 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 2013)(BPI 28.3.3.6(N))**

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)  
(MAR 2018)(BPI 28.3.4(O))**

Bonneville 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 Bonneville, upon request, with adequate assurances of future performance. In the event of termination for cause, Bonneville shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville 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)  
(MAR 2018)(BPI 28.3.4(Q))**

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville 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 2013)(BPI 28.3.4(S))**

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 2013)(BPI 28.3.4(T))**

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

**DISPUTES (28-13)**  
**(JUL 2013)(BPI 28.3.4(U))**

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)**  
**(MAR 2018)(BPI 28.3.4(V))**

The Contractor shall indemnify Bonneville 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.

**RISK OF LOSS (28-15)**  
**(MAR 2018)(BPI 28.3.4(W))**

Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to Bonneville upon:

- (a) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (b) Delivery of the supplies to Bonneville at the destination specified in the contract, if transportation is f.o.b. destination.

**TITLE (28-16)**  
**(MAR 2018)(BPI 28.3.4(X))**

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

**TAXES (28-17)**  
**(JUL 2013)(BPI 28.3.4(Y))**

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

**ASSIGNMENT (28-18)**  
**(MAR 2018) (BPI 28.3.4(Z))**

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 Bonneville purchase card), the Contractor may not assign its rights to receive payments under this contract.



**OTHER COMPLIANCES (28-19)**  
**(JUL 2013)(BPI 28.3.4(AA))**

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 – SERVICES (28-20.2)**  
**(MAR 2018)(BPI 28.3.4(BB))**

The Contractor shall comply with the following clauses that are incorporated by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
- (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 15-14)
  - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
  - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
  - (6) Restriction on Certain Foreign Purchases (Clause 9-8)
  - (7) Combating Trafficking in Persons (Clause 10-25)
  - (8) Printing (Clause 11-9)
  - (9) Ozone Depleting Substances (Clause 15-7)
  - (10) Refrigeration Equipment (Clause 15-8)
  - (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
  - (12) Recovered Materials (Clause 15-10)
  - (13) Bio-Based Materials (Clause 15-11)
  - (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
  - (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
  - (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
    - (i) Work performed outside the United States by employees who were not recruited within the United States; or
    - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
  - (17) Equal Opportunity (Clause 10-1) except under the following conditions –
    - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
    - (ii) Work performed outside the United States by employees who were not recruited within the United States;
    - (iii) Individuals (as opposed to a firm with multiple employees); or
    - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
  - (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
  - (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
    - (i) Civil aircraft and related articles;
    - (ii) Supplies subject to trade agreement thresholds; or
    - (iii) Commercial IT equipment and supplies.
  - (20) Examination of Records.
    - (i) 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 –
      - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
      - (B) Interview any officer or employee regarding such transactions.
    - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three 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 three 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.

- (iii) 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.

#### APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS ABOVE \$150K:

- (b) In addition to the requirements above, the following clauses are applicable to all contracts and solicitations that exceed or are expected to exceed \$150K:
  - (1) Equal Opportunity for Veterans (Clause 10-19)
  - (2) Employment Reports on Veterans (Clause 10-20)
  - (3) Contract Work Hours and Safety Standards Act – Overtime Compensation (Clause 10-21)
  - (4) Nondisplacement of Qualified Workers (Clause 23-5), except for:
    - (i) Contracts and subcontracts awarded pursuant to 41 U.S.C. chapter 85, Committee for Purchase from People Who Are Blind or Severely Disabled;
    - (ii) Guard, elevator operator, messenger, or custodial services provided to the Government under contracts or subcontracts with sheltered workshops employing the “severely handicapped” as described in 40 U.S.C. 593;
    - (iii) Agreements for vending facilities entered into pursuant to the preference regulations issued under the Randolph Sheppard Act, 20 U.S.C. 107; or
    - (iv) Service employees who were hired to work under a Federal service contract and one or more nonfederal service contracts as part of a single job, provided that the service employees were not deployed in a manner that was designed to avoid the purposes of this subpart.
    - (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
      - (A) Are only for work that will be performed outside the United States;
      - (B) Are for a period of performance of less than 120 days; or
      - (C) Are only for:
        - (1) Commercially available off-the-shelf items;
        - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
        - (3) Commercial services that are –
          - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
          - (ii) Performed by the COTS provider; and
          - (iii) Are normally provided for that COTS item.
        - (4) Are with other U.S. federal government agencies.

#### ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

- (c) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the Bonneville contract for commercial items or services:
  - (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in 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 requirement shall be as identified by the clause:
    - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
    - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities
    - (iii) Equal Opportunity (Clause 10-1)
    - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
    - (v) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items
    - (vi) Equal Opportunity for Veterans (Clause 10-19)
    - (vii) Employment Reports on Veterans (Clause 10-20)
    - (viii) Contract Work Hours and Safety Standards Act (Clause 10-21)

- (ix) Combating Trafficking in Persons (Clause 10-25)
- (x) Minimum Wage for Federal Contracts (Clause 10-28)
- (xi) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
- (xii) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (xiii) Nondisplacement of Qualified Workers (Clause 23-5)

(d) 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 2013)(BPI 28.3.4(CC))**

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

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

**APPLICABLE LAW (28-22)**  
**(JUL 2013)(BPI 28.3.4(DD))**

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

**INTERNET PROTOCOL VERSION 6 (28-23)**  
**(JUL 2013)(BPI 28.3.4(EE))**

This contract involves the acquisition of Information Technology (IT) that uses Internet Protocol (IP) technology. The Contractor agrees that (1) all deliverables that involve IT that uses IP (products, services, software, etc.) comply with IPv6 standards and interoperate with both IPv6 and IPv4 systems and products; and (2) it has IPv6 technical support for fielded product management, development and implementation available. If the Contractor plans to offer a deliverable that involves IT that is not initially compliant, the Contractor shall (1) obtain the Contracting Officer's approval before starting work on the deliverable; and (2) have IPv6 technical support for fielded product management, development and implementation available.

Should the Contractor find that the Statement of Work/Specifications of this contract do not conform to IPv6 standards, it must notify the Contracting Officer of such nonconformance and act in accordance with the instructions of the Contracting Officer.

## UNIT 2 – OTHER CLAUSES

### **PRIVACY PROTECTION (5-2) (MAR 2018)(BPI 5.1.4 (B))**

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor's own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;
- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

### **OPTION TO EXTEND SERVICES (7-39) (MAR 2018) (BPI 7.9.8(F))**

Bonneville may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of the contract's expiration date.

### **OPTION TO EXTEND THE TERM OF THE CONTRACT (7-40) (MAR 2018) (BPI 7.9.8(G))**

- (a) Bonneville may extend the term of this contract by written notice to the Contractor within 30 days of the contract's expiration date; provided that Bonneville gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit Bonneville to an extension.
- (b) If Bonneville exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause; shall not exceed five years and six months.

**CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)**  
**(MAR 2018)(BPI 14.1.5(B))**

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's 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; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; 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.

**BANKRUPTCY (14-18)**  
**(OCT 2005)(BPI 14.19.3)**

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.

**CONTINUITY OF SERVICES (23-1)**  
**(MAR 2018)(BPI 23.1.7(A))**

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

## UNIT 3 — Statement of Work

# Length of Service, Retirement Awards, and People-to-People Program

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### Part A General

#### A.1 Objective

The objective of this contract is to procure a Length of Service (LOS) Award Program, Retirement Awards Program and People-to-People program for the Bonneville Power Administration (Bonneville).

#### A.2 Background

Bonneville is a federal nonprofit agency based in the Pacific Northwest. Although Bonneville is part of the U.S. Department of Energy, it is self-funding and covers its costs by selling its products and services. Bonneville markets wholesale electrical power from 31 federal hydro projects in the Columbia River Basin, one nonfederal nuclear plant and several other small nonfederal power plants. The dams are operated by the U.S. Army Corps of Engineers and the Bureau of Reclamation. About one-third of the electric power used in the Northwest comes from Bonneville. Bonneville also operates and maintains about 75% of the high-voltage transmission lines in its service territory. Bonneville's service territory includes Idaho, Oregon, Washington, western Montana and small parts of eastern Montana, California, Nevada, Utah and Wyoming.

#### **Bonneville Mission Statement**

The Bonneville Power Administration's mission as a public service organization is to create and deliver the best value for our customers and constituents as we act in concert with others to assure the Pacific Northwest:

- An adequate, efficient, economical and reliable power supply;
- A transmission system that is adequate to the task of integrating and transmitting power from federal and non-federal generating units, providing service to BPA's customers, providing interregional interconnections, and maintaining electrical reliability and stability; and
- Mitigation of the impacts on fish and wildlife from the federally owned hydroelectric projects from which BPA markets power.
- BPA is committed to cost-based rates, and public and regional preference in its marketing of power. BPA sets rates as low as possible consistent with sound business principles and the full recovery of all its costs, including timely repayment of the federal investment in the system.

#### **BPA Vision**

- The Bonneville Power Administration is an engine of the Pacific Northwest's economic prosperity and environmental sustainability.
- We provide high reliability, low rates, responsible environmental stewardship and regional accountability.

#### **BPA Core Values**

In carrying out our public responsibilities, BPA is guided by its core values.

## **Safety**

We value safety in everything we do. Together, our actions result in people being safe each day, every day. At work, at home and at play, we all contribute to a safe community for ourselves and others.

Together and individually, we demonstrate our commitment to safety by:

- Taking the time to do our work safely;
- Taking actions to prevent and eliminate hazards;
- Speaking up when we see an unsafe situation; and
- Incorporating safety into everything we do, including how we define success.

## **Trustworthy Stewardship**

As stewards of the Federal Columbia River Power System (FCRPS), we are entrusted with the responsibility to manage resources of great value for the benefit of others. We are trusted when others believe in and are willing to rely upon our integrity and ability.

To be worthy of trust we must:

- Consistently adhere to the highest ethical and professional standards
- Obtain the greatest value from the FCRPS for the people of the region
- Collaborate with those we serve as we make our decisions
- Communicate clearly, forthrightly and fully
- Hold ourselves accountable for performance on our commitments by aligning our words and actions.

## **Collaborative Relationships**

Trustworthiness grows out of a collaborative approach to relationships. Internally we must collaborate across organizational lines to maximize the value we bring to the region. Externally we work with many stakeholders who have conflicting needs and interests. Through collaboration we discover and implement the best possible long-term solutions.

This approach of creating together requires:

- Taking time to listen and understand each other's viewpoints, issues, and concerns
- Searching respectfully for mutually beneficial solutions
- Sharing and explaining decisions in a timely fashion

## **Operational Excellence**

Operational excellence is a cornerstone of delivering on our vision (system reliability, low rates, environmental stewardship and regional accountability) and will place us among the best electric utilities in the nation.

Operational excellence requires:

- Continual review and improvement of standardized systems, processes and controls
- Measurement of our accomplishments against clearly-defined and benchmarked performance standards
- Investment in our people
- Focus on ease of doing business with customers and with each other

### **A.3 Bonneville-Furnished Property or Services**

Bonneville shall provide employee data files to the Contractor through the Contractor's secure portal for length of service program via SMTP every Friday PM with the following fields:

Employee ID

Full Name

Email Address

Hire Date

Term Date (if it exists)

Term Status (Retired/Terminated)

Employee Type (BFTE or CFTE)

Bonneville shall provide employee data files to the Contractor through the Contractor's secure portal for retirement award (employee name, date of retirement, email address, shipping address and telephone number) to the Contractor via email on an as-needed basis.

Bonneville shall provide Contractor with the logo to be placed on all merchandise. Within 5 business days of the contract being awarded, Bonneville will send the logo via e-mail in a .gif, .jpeg, .eps, or Adobe illustrator format.

Description	Point of Delivery	Date to be Delivered
Excel spreadsheet for Length of Service Award Program	Via Contractor's secure portal from Contracting Officer's Representative	NLT 15 business days after contract is awarded and weekly on Friday PM.
Excel spreadsheet for Retirement Award Program	Via Contractor's secure portal from Contracting Officer's Representative	NLT 15 business days after contract is awarded weekly on Friday PM.
Bonneville Logo	Via Contractor's secure portal from Contracting Officer's Representative	NLT 5 business days after contract is awarded

### **A.4 Contractor-Furnished Property or Service**

The Contractor shall provide all property and services to perform the work of this contract, except the items mentioned under A.3 above.

## **Part B Technical Approach/Tasks**

### **B.1 General Requirements**

- The Contractor shall provide a secure FTP for file transfer to/from the Contractor to Bonneville, including transmission of Bonneville employee information from the COR to the Contractor.
- The Contractor shall provide an email to the employee that includes a link with login instructions for a web portal for employees to order their award or People-to-People directly from the Contractor including customer service for warranty, defective product, or lost/stolen items shipped to the



employee. The web-based portal must be secure to protect Personally Identifiable Information (PII). Each eligible employee shall have a unique login.

- The Contractor shall personalize all products, except People-to-People gift eCards, with the Bonneville logo.
- The Contractor shall provide an electronic (pdf via electronic mail) invoice and be set up to accept Electronic Funds Transfer (EFT) payments. The invoice must include the associated tracking number for the LOS or Retirement gift.
- The Contractor shall provide a variety of LOS and retirement awards.
- Length of Service and Retirement Awards shall commemorate the meaningful relationship between employer and employee by reflecting Bonneville's mission, vision, and/or core values.
- The Contractor shall provide a minimum of 90 days guarantee on exchange or return merchandise. Defective merchandise still under warranty shall be repaired or replaced. All shipments must include a tracking number for reference.
- The Contractor shall allow Bonneville employees to utilize the same login information for their LOS awards, Retirement awards, People-to-People gift eCards, and general eCards. (Note: Only Bonneville federal employees, known as BFTE, will have access to the People-to-People gift eCards on the Contractor's site.)

## **B.2 Specific Requirements**

1. Bonneville requires Length of Service/Retirement awards that connect to Bonneville's mission, vision, and/or core values. Examples of such awards include, but are not limited to, the following themes: environmentally conscious, Solar-powered, wind-powered, alternative energy, alternative power sources, clothing from natural materials, and emergency/disaster safety preparedness merchandise for home, auto, or work.

Length of Service awards may also reflect a healthy work life balance, for example: outdoor activity gear such as camping, hiking, fishing, and photography, as well as sporting and fitness equipment. Additionally hobby awards such as sewing, painting, drawing, paper crafts, pottery, and cooking are permitted.

Other acceptable Length of Service awards include: watches, earrings, rings, belt buckles, luggage, purses, and wallets.

2. Bonneville's logo must be embossed or imprinted on each award. See Part D for Bonneville's logo requirements.
3. Gifts must be shipped within 30 days of order. Bonneville may request expedited shipping in the event of an error on the Vendor's part. If an item is on backorder, an email notification to both the employee and Bonneville must be provided by the Vendor.
4. All communication with Bonneville employees shall be via electronic mail or telephone (a Contractor Help Line is given in all award email communication).
5. For any issues to be addressed with the employee including but not limited to defective merchandise, damaged merchandise or other situations requiring a replacement item, Bonneville must receive a copy of the electronic mail for reference.
6. Per Part C "Quality Assurance" below, all employees receiving an LOS or retirement award shall be sent a survey, asking these or comparable quality assurance related questions:

- a. Please rate your experience with ordering and receiving your award (1= Extremely Dissatisfied & 10 = Extremely Satisfied).
- b. Did you receive the award within the time frame that you expected?

Survey results shall be sent monthly to the COR.

7. Contractor shall provide users and Bonneville Designated Personnel with secure access to The People are Everything Engagement Platform that meets [NIST 800-53 Rev 5](#) or [ISO 27001:2005/2013](#) controls.
8. Contractor shall notify BPA CO and COR within 24 hours of any discovered or suspected breach of the vendor's application, data storage provider or unauthorized access to BPA data.
9. Contractor shall work with user/BPA to address any technical issues with the testing process, access to the portal or video conferencing platform.
10. All data must reside in FISMA low Cloud services provider.
11. The Contractor and BPA will collaborate to create an interconnection security agreement (ISA) to document the connections between the Contractor and BPA. The ISA will document the data flow, connections between Contractor's system and BPA, incident response time for outages or breaches, etc.
12. Contractor shall provide the COR with the attestation outlined in Part D.

### **B.2.1 eCards**

The Contractor shall provide automated eCards to be delivered on service anniversary dates.

### **B.2.2 People-to-People Gift eCard Deliverables**

The Contractor shall provide the following recognition services in accordance with the Bonneville Power Administration's People-to-People Gift eCard Employee Recognition Program as described below:

1. Electronic merchant gift cards (eCards) for Bonneville employees in the amount specified in the Schedule of Prices. For the purposes of this contract, these eCards refer to merchant gift certificates (e.g., Target, restaurants, etc.) that entitle the recipient to goods or services of equal value.
2. A points system that corresponds to the value of the merchant gift eCard.
3. Two separate dashboard titles for People-to-People awards:
  - Standard Recognition
  - Safety Specific
4. eCard Hover-Over-Text explanatory text as provided by the program office each option period.
5. Custom eCards as determined by Bonneville management for each recognition event, such as:
  - Appreciation
  - Beyond Expectations
  - Leadership Behaviors
  - Quick Response
  - Respect & Dignity
  - Safe Behavior

6. Monthly summary invoices shall be emailed by the Contractor, per the Terms and Conditions of this contract, to the Bonneville COR based on the number of electronic gift cards ordered that month.
7. Training as requested by the Bonneville program office.
8. Reporting and data analytics, either on-demand or as requested by the Bonneville program office.
9. The Contractor shall provide customer service, by phone or website (at a minimum 8am-6pm Pacific Time) for Recipients with redemption issues.

The People-to-People Gift eCard Employee Recognition program will be available on the CA Short platform for Bonneville starting on April 10, 2023 at the beginning of Option 5's performance period.

The eCard program will be piloted by the Contractor and a Bonneville-selected number of Bonneville employees, including the COR, with dates to be mutually agreed upon.

### **B.3 Non-Technical Requirements**

Contractor to assist with developing a System Security Plan (SSP). The SSP will address the following controls:

Recognitions Services must include the following details based upon [FIPS 199](#) *low* rating:

- Access Control
- Audit and Accountability
- Configuration Management
- Identification and Authentication
- Contingency Planning
- Incident Response Process
- System Context Diagram
- System Interconnectivity
- Inbound and Outbound Data Connections
- Maintenance
- Media Protection
- Physical and Environmental Protection
- Personal Security
- Risk Assessment
- System Acquisition
- System and Communication Protection
- System and Information Integrity

### **B.4 Summary of Deliverables**

Biweekly taxation report to align with Federal pay periods (Sunday-Saturday)

Example 09/25/2022 thru 10/08/2022

Received by BPA day after Pay Period End (example 10/09/2022)

Format: Excel is acceptable, CSV is preferred.

Fields:

Employee ID

Full Name

Date Awarded

Date Accepted

Amount (whole dollars only)

Table 1 below estimates the number of individuals eligible for LOS or Retirement awards during the current period of performance. At each option period, if exercised, Bonneville can provide an update of estimated employees that are eligible for award. It is estimated that these numbers will decrease.

**Table 1**

Description	Quantity
Career Service Award - 5 year	132
Career Service Award - 10 year	60
Career Service Award - 15 year	101
Career Service Award - 20 year	48
Career Service Award - 25 year	61
Career Service Award - 30 year	57
Career Service Award - 35 year	37
Career Service Award - 40 year	13
Career Service Award - 45 year	8
Career Service Award - 50 year	1
	<b>518</b>

Description	Quantity
Retirement Gift - 10 - 19 years	12
Retirement Gift - 20 - 29 years	22
Retirement Gift - 30 - 39 years	55
Retirement Gift - 40+ years	6
	<b>95</b>
	<b>613</b>

Table 2 below estimates the number of awards given to each individual and the number of individuals eligible for People-to-People awards during the current period of performance. At each option period, if exercised, Bonneville can provide an update of estimated employees that are eligible for award.

**Table 2**

Description	Quantity of People-to-People Awards per employee annually	Quantity of Employees	Total Quantity of People-to-People Awards annually
People-to-People Awards	6 cards per Bonneville employee valued at \$50/each for a total of \$300 per employee	3,000	18,000

Tables 1 and 2 are for summary purposes only. Omissions or alteration of requirements from this table does not relieve the contractor of the responsibility for timely delivery of items required in Section B Technical Approach/Tasks or elsewhere in this contract.

### **Part C Inspection and Acceptance (Quality Assurance)**

The Contractor shall have a process in place to provide surveys to recent LOS and Retirement Award recipients soliciting their feedback on the ordering experience within 30 calendar days of gift receipt. The Contractor shall provide Bonneville all responses to these surveys electronically via email once a month or provide a secure portal for Bonneville to access the responses by other means. The Contracting Officer's Representative (COR) shall conduct periodic surveillance in accordance with the Inspection/Acceptance clause of the contract Terms.

### **Part D – Information Assurance**

#### **Information Protection (FISMA low)**

Data provided by BPA to the vendor (or data the vendor 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 vendor to protect BPA data using the NIST 800- 53rev5 Security and Privacy Controls for Federal Information Systems and Organizations for a low-rated system

The vendor must provide an attestation to BPA that will include that the vendor is protecting BPA information commensurate with NIST 800-53rev5; security controls for a low data categorization. If the vendor is using this standard, please have the vendor provide an attestation to NIST 800-53rev5. Many private organizations use ISO-27001:2005/2013 (ISO/IEC 27001:2005/2013 – Information technology – Security techniques – Information security management systems – Requirements). If the vendor is using this standard, please have the vendor provide an attestation to ISO27001:2005/2013.

Attestations shall be provided annually in the form of a formal memorandum, letter, or email.

#### **Information Disposal Post Contract**

All BPA information will be removed and destroyed from all vendor corporate systems as well as from all physical storage immediately following the end of the contract or warranty period.

#### **Foreign Nationals**

BPA is required to provide clearance for any Foreign National through the Personnel Security Office. This process, depending on the country of citizenship, can take up to 12 months or may be denied. Due to the time constraints of the project, it is in BPA's best interest that the technical team be comprised of U.S. citizens. The Contractor will notify BPA prior to the execution of the project of any Foreign Nationals working on the project. Foreign Nationals visiting any BPA location are required to submit copies of a visa, Resume, and if necessary other supporting documentation. If Foreign Nationals are working on BPA projects remotely, the Contractor shall report this information within 60 days of the project start date.

### **Part E Technical Exhibits**

BPA Logo 2015 – Color & Text.ai

BPA Logo 2015 – Color & Text.eps