

memorandum

DATE: April 17, 2025

REPLY TO: CP
ATTN OF:

SUBJECT: Bonneville Purchasing Instruction (BPI) – Interim Policy Update FY 25001

to: Lynnial Trusty – NSS

The purpose of this memorandum is to provide detailed guidance (referred to as the "Interim Policy") to the Bonneville Purchasing Instructions (BPI) regarding Bonneville's compliance with the following Executive Orders: "Ending Radical and Wasteful Government DEI Programs and Preferencing," dated Jan 20, 2025, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," dated January 21, 2025, and "Ending Procurement and Forced Use of Paper Straws," dated February 10, 2025. This memorandum, in addition, addresses administrative changes within policy. This interim policy updates prescriptions, provisions, and clauses with the changes within this memorandum.

Summary of Changes:

Parts 4, 8, 12 and 28 – Supplier Diversity Program; replacing nomenclature from Supplier Diversity Program to Small Business Engagement Program.

Part 10 – Labor Law; removing DEI reporting requirements for contractors.

Part 15 – Environment, Safety and Security; removing reporting requirements for contractors.

Interim Policy applicability and effective dates:

Bonneville is required to include the applicable clauses in solicitations and contracts as follows:

- Open solicitations, if practicable;
- New solicitations issued on or after April 20, 2025;
- New contracts awarded on or after April 20, 2025;
- Task/Delivery Orders awarded on or after April 20, 2025;
- Option Years awarded on or after April 20, 2025; and,
- Modify existing contracts with a performance end date or delivery date after December 31, 2025.

The conformed policy and clauses presented supersedes BPI 24-1, dated April 30, 2024. Everything else remains unchanged.

Contracting Officers must abide by all the changes issued under this interim policy update. All applicable awards issued after the effective date of this transmittal shall comply with the requirements of this update unless otherwise directed or waived by the HCA.

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Revised and/or Revoked Policy, Provisions, and Clauses:

Part 4 – Administrative Matters:

Policy

4.3.6 Contract Reporting

The contracting office is responsible for collecting and maintaining records of purchasing data for acquisition activities. The data shall provide, as a minimum:

- (a) A basis for responding and reporting to the Federal government and the public; and
- (b) Data for HCA oversight, management decisions, and operational purchasing management and internal control purposes.

Part 8 – Small Business Engagement Program:

Policy

8.1 SMALL BUSINESS ENGAGEMENT PROGRAM

8.1.1 Policy

- (a) It is Bonneville's Small Business Engagement Program policy to place a fair proportion of its purchases with small business.
- (b) The HCA is responsible for overseeing Bonneville's performance regarding these awards.
- (c) COs shall take into account Bonneville's Small Business Engagement Program policy, 8.1.1(a) above, when carrying out their responsibilities for purchasing strategy and making awards.
- (d) The Bonneville Small Business Engagement Program shall be managed as follows:
 - (1) The HCA shall assess the degree of participation of all Small Business Engagement Program businesses. No specially focused programs shall be implemented so long as participation meets satisfactory norms.
 - (2) In the event Bonneville fails to meet acceptable standards Bonneville shall intensify its outreach efforts.
 - (3) If participation is still lagging, Bonneville shall activate narrowly tailored purchasing programs, as appropriate. Purchasing and technical personnel shall take all reasonable action to place a fair proportion of purchases with small businesses.
- (e) The CO shall obtain and document the information required by Clause 8-1, Small Business Engagement Program Award Representation, prior to awarding any contract.

8.1.2 Small Business Specialist

Bonneville has established a Small Business Specialist position. This person's duties include the facilitation of the Small Business Engagement Program policies as set forth in the BPI, and interactions with small business concerns and Small Business Administration (SBA) representatives. The Small Business Specialist has a direct line of communication with the HCA to ensure that top-level Bonneville management is actively involved in Small Business Engagement Program implementation.

8.1.3.1 Head of the Contracting Activity

The HCA is ultimately accountable for the success of the Small Business Engagement Program by performing the following:

- (a) Providing oversight of program;
- (b) Issuing Small Business Engagement Program supporting policy and data requirements;
- (c) Setting program goals;
- (d) Reviewing quarterly and annual reports on program status; and
- (e) Performing compliance reviews.

8.1.3.2 Contracts and Strategic Sourcing Management

The Director of Contracts and Strategic Sourcing is responsible for the following:

- (a) Maintaining the Small Business Specialist position; and
- (b) Developing a performance plan and metrics for this position that facilitates the program's success.

8.1.3.3 Small Business Specialist

The Small Business Specialist is responsible for the following:

- (a) Acting as the subject matter expert (SME) for the program;
- (b) Assisting COs in reviewing and managing subcontracting plans;
- (c) Developing Small Business Engagement Program training curriculum;
- (d) Conducting training and information outreach to contracting and program office personnel; and
- (e) Reporting program status to the HCA and CSCO quarterly, or as requested.

8.1.3.4 Contracting Officers and Program Office Personnel

COs and Program Office personnel are responsible for implementing Small Business Engagement Program policy and process as established by the HCA and Small Business Specialist by considering small business first for each award.

8.1.3.5 Small Business Administration (SBA)

- (a) If requested by the Small Business Specialist, the SBA may –
 - (1) Support Bonneville and contractors in carrying out their responsibilities with regard to subcontracting plans;
 - (2) Review any solicitation that meets the dollar threshold in BPI 8.3.1;
 - (3) Review any negotiated contractual document requiring a subcontracting plan, including the plan itself; and
 - (4) Evaluate compliance with subcontracting plans, either on a contract-by-contract basis, or in the case of contractors having multiple contracts, on an aggregate basis.
- (b) The SBA is not authorized to prescribe the extent to which any contractor or subcontractor shall subcontract, specify concerns to which subcontracts will be awarded, or exercise any authority regarding the administration of individual Bonneville prime contracts or subcontracts.

Revokes 8.2 Definition, “Supplier Diversity Program Categories”

8.3.1 Subcontracting Requirements

- (a) The policy contained herein requires subcontracting plans, except as otherwise provided in 8.3.4.1. The successful offeror(s) awarded contracts exceeding \$150,000 are expected to use best efforts to afford small businesses the opportunity to participate as subcontractors if such an arrangement is consistent with efficient contract performance. Contractors receiving awards that exceed \$750,000 for supplies and services, and \$1,500,000 for construction, for the total contract including optional extensions, shall submit an appropriate subcontracting plan.
- (b) Any contractor (except, for Bonneville purposes, small businesses, or contracts with individuals) receiving a contract for more than \$150,000 shall agree to use best efforts to afford small businesses the opportunity to participate as subcontractors in contract performance, consistent with its efficient performance.
- (c) It is Bonneville policy, except as per 8.3.1(d) and (e) below, to fully implement subcontracting plans. Each solicitation or contract expected to exceed \$750,000 (\$1.5 million for construction) for the total contract including optional extensions, and which has subcontracting possibilities, shall require offerors who are not small businesses to submit an estimate of the amounts they will subcontract to small business. The successful offeror shall also submit an appropriate subcontracting plan prior to award.
- (d) If the contract does not provide subcontracting opportunities, but does meet the criteria, the CO will document the lack of subcontracting opportunities in the official contract file.
- (e) A subcontracting plan is neither required, nor does it apply to:
 - (1) Small business concerns;
 - (2) Utility contracts; or
 - (3) Intergovernmental Contracts awarded under Part 25;
 - (4) Contracts or contract modifications that will be performed entirely outside any state, territory, or possession of the United States, the District of Columbia, and the Commonwealth of Puerto Rico.
- (f) A subcontracting plan shall meet the criteria set forth in subsection 8.3.2 and according to the procedures published in this subpart.
- (g) The CO shall be responsible for determining the adequacy of a subcontracting plan and that the subcontracting plan is performed by the contractor.

8.3.1.1 Solicitation Provision and Contract Clause

- (a) The CO shall include the provision 8-1, Small Business Engagement Program Award Representation, in all solicitations, except task orders or delivery orders and new transactions under \$25,000.
- (b) The CO shall include the clause 8-3, Utilization of Small Business Engagement Program, in all solicitations and contracts. Clause 8-3 shall not be included in contracts awarded to a small business or to an individual.

8.3.2 Subcontracting Plan Requirements

- (a) Each subcontracting plan required under section 8.3.1(a) must include –
 - (1) Separate percentage goals for using small businesses as subcontractors;
 - (2) A statement of the total dollars planned to be subcontracted and a statement of the total dollars planned to be subcontracted to small businesses;
 - (3) A description of the principal types of supplies and services to be subcontracted and an identification of types planned for subcontracting to small businesses;
 - (4) A description of the method used to develop the subcontracting goals;
 - (5) A description of the method used to identify potential sources for solicitation purposes;
 - (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with small businesses;

- (7) The name of an individual employed by the offeror who will administer the offeror’s subcontracting program, and a description of the duties of the individual;
 - (8) A description of the efforts the offeror will make to ensure that small businesses;
 - (9) Assurances that the offeror will include the clause 8-3, Utilization of Small Business Engagement Program, in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$750,000 (\$1.5 million for construction) to adopt a plan that complies with the requirements this subsection.
 - (10) Assurances that the offeror will –
 - (i) Cooperate in any studies or surveys as may be required;
 - (ii) Submit periodic reports so that Bonneville can determine the extent of compliance by the offeror with the subcontracting plan;
 - (iii) Submit the Individual Subcontract Report (ISR) and the Summary Subcontract Report (SSR) using the applicable forms in accordance with the instructions on the form.
 - (A) The ISR shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the CO. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.
 - (B) The SSR shall be submitted annually for the twelve-month period ending September 30. Reports are due 30 days after the close of each reporting period.
 - (iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and SSR using the required forms;
 - (v) Provide its contract number, DUNS number, the e-mail address of the offeror’s official responsible for acknowledging receipt of or rejecting the ISRs to all first-tier subcontractors with subcontracting plans so they can include this information when submitting their ISRs; and
 - (vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor’s official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.
 - (11) A description of the types of records that will be maintained concerning procedures adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror’s efforts to locate small businesses and to award subcontracts to them.
- (b) For multiyear contracts or contracts containing options, the cumulative value of the basic contract and all options is considered in determining whether a subcontracting plan is necessary (8.3.1(a)). If a plan is necessary and the offeror is submitting an individual contract plan, the plan shall contain all the elements required by paragraph (a) of this section and shall contain separate statements and goals for the basic contract and each option.

Clause or Provision

35.2.66 Provision 8-1 Small Business Engagement Program Award Representation

As prescribed 8.3.1.1, insert the following provision in all solicitations:

SMALL BUSINESS ENGAGEMENT PROGRAM AWARD REPRESENTATION (APR 2025)

(a) [CO Fill in]

NAICS CODE	Size Standard in Millions of Dollars <u>OR</u>
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	Size Standards in Number of Employees

(b) The offeror represents that it is , is not a small business concern.

(End of provision)

35.2.68 Clause 8-3 Utilization of Small Business Engagement Program

As prescribed in 8.3.1.1, insert the following clause in all solicitations and contracts, except when the award is to a small business or to an individual:

UTILIZATION OF SMALL BUSINESS ENGAGEMENT PROGRAM (APR 2025)

- (a) It is the policy of Bonneville to engage small businesses in the performance of contracts to the maximum extent practical.
- (b) Contractors shall establish procedures to ensure the timely payment of amounts due according to the terms of their subcontracts with these small businesses.
- (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.

(End of clause)

35.2.69 Provision 8-4 Subcontracting Plan Requirement

As prescribed in 8.3.4.1(a), insert the following provision in solicitations that exceed \$750,000 (\$1.5M for construction) and offer opportunities for subcontracting, except if the award is to a small business or an individual:

SUBCONTRACTING PLAN REQUIREMENT (APR 2025)

Offerors who are not small businesses as defined in the provision 8-1, Small Business Engagement Program Award Representation, shall:

- (a) Submit with their offer, either:
 - (1) An estimate of the dollar amounts they plan to award to subcontractors who are one of the supplier diversity program categories; 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 prior to award if the nature of the contract offers subcontracting possibilities. The plan shall provide maximum practicable opportunity for small businesses to participate in performance of the contract. The plan will be incorporated into the contract.

(End of provision)

Part 10 – Labor Law:

Policy

10.1.3 Policy

- (a) Bonneville complies with federal labor requirements as directed by the Secretary of Labor to the extent allowed by Bonneville's governing statutes.
- (b) Bonneville is responsible for ensuring full and impartial enforcement of the labor standards in the administration of its contracts. Bonneville shall maintain an effective program that ensures that contractors, and subcontractors, carry out their obligations under the labor standards clauses.
- (c) Bonneville will show no preference for either union or non-union contractors.
- (d) Bonneville will remain impartial concerning any dispute between labor and contractor management and not undertake the conciliation, mediation, or arbitration of a labor dispute. COs, and their representatives, shall refrain from discussing with the contractor, or any labor representative, any aspect of their collective bargaining agreements which may require revision to enable compliance with terms of Bonneville contract. They shall be referred to the Department of Labor (DOL). Bonneville's Manager for Labor Management Relations should be advised of the referral.
- (e) Bonneville will exchange information concerning labor matters with other affected agencies to ensure a uniform Government approach concerning a particular plant or labor-management dispute.
- (f) Bonneville will notify the agency responsible for conciliation, mediation, arbitration, or other related action of the existence of any labor dispute affecting, or threatening to affect, Bonneville purchase programs.
- (g) Bonneville will prohibit its contractors from discriminating due to age, race, color, religion, sex, or national origin and will promote opportunities for qualified covered veterans or workers with physical or mental disabilities.
- (h) A delay caused by a strike may be excusable if the strike was unforeseeable at time of award and the contractor and its subcontractors act in good faith and in a lawful manner to end the strike (See clauses 20-3 and 28-8).

Revokes 10.1.4.1 Policy

Revokes 10.1.4.2 Procedures

10.1.4.3 Solicitation Provision and Contract Clauses

The CO shall include the clause 10-1, Fairness in Employment, in all solicitations and contracts, except under the following conditions:

- (1) Valued less than \$25,000;
- (2) With individuals (as opposed to a firm with multiple employees);
- (3) On or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
- (4) For work performed outside the United States by employees who were not recruited within the United States; or
- (5) With State or local governments or any agency, instrumentality or subdivision thereof.

10.1.5 Workers with Disabilities

This subpart prescribes policies and procedures for implementing Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 793) (the Act); Executive Order 11758, January 15, 1974; and the regulations of the Secretary of Labor (41 CFR Part 60-741). In this subpart, the terms *contract* and *contractor* include *subcontract* and *subcontractor*.

10.1.5.1 Policy

- (a) Section 503 of the Act applies to all Government contracts in excess of \$15,000 for supplies and services (including construction) except as waived by the Secretary of Labor. Clause 10-2, Workers with Disabilities, implements the Act.
- (b) The requirements of Clause 10-2, Workers with Disabilities, in any contract with a State or local government (or any agency, instrumentality, or subdivision thereof) shall not apply to any agency, instrumentality, or subdivision of that government that does not participate in work on or under the contract.
- (c) DOE through the delegation to the Administrator and HCA, with the concurrence of the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary), may waive any or all of the terms of the clause 10-2, Workers with Disabilities, when it is determined that the contract is essential to the national security, and that its award without complying with such requirements is necessary to the national security. Upon making such a determination, DOE shall notify the Deputy Assistant Secretary in writing within 30 days.

10.1.5.2 Procedures

- (a) Prior to the performance of an applicable contract, the CO shall direct the contractor to the DOL/OFCCP website for information on rights and obligations of individuals with disabilities and for copies of employment posters. If the contractor is unable to download and print copies of the required notice, the CO shall provide hard copies upon the contractor's request. Contractor failure to post the required notice is a breach of the contract per Clause 10-2(b).
- (b) The CO shall notify the HCA prior to forwarding complaints received about the administration of the Act to the Deputy Assistant Secretary for Federal Contract Compliance 200 Constitution Avenue, N.W. Washington, DC 20210 or to any OFCCP regional or area office. The OFCCP shall institute investigation of each complaint and shall be responsible for developing a complete case record.
- (c) The CO shall take necessary action, as soon as possible upon notification by the HCA, to implement any sanctions imposed on a contractor by the Department of Labor for violations of Clause 10-2 Workers with Disabilities. These sanctions (see 41 CFR 60-741.66) may include:
 - (1) Withholding from payments otherwise due;
 - (2) Termination or suspension of the contract; or
 - (3) Debarment of the contractor.

10.1.5.3 Contract Clause

The CO shall include the clause 10-2, Workers with Disabilities, in all solicitations and contracts. Clause 10-2 shall not be included in solicitations and contracts:

- (a) Where both performance of the work and the recruitment of workers will occur outside the U.S., Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island; or
- (b) The contract is with a State or local government (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.

10.1.9 Employment for Veterans

This subsection prescribes policies and procedures for implementing the following:

- (a) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 (38 U.S.C. § 4211 and 4212) (the Act).
- (b) The Veterans Employment Opportunities Act of 1998, Public Law 105-339.

- (c) The Jobs for Veterans Act, Public Law 107-288.
- (d) Executive Order 11701, January 24, 1973 (3 CFR, 1971-1975 Comp., p. 752).
- (e) The regulations of the Secretary of Labor (41 CFR part 60-300, and 61-300).

10.1.9.2 Policy

- (a) Contractors and subcontractors subject to the Act must:
 - (1) List all employment openings, with the appropriate employment service delivery system where the opening occurs, except for executive and senior management positions, positions to be filled from within the contractor's organization; and positions lasting three days or less.
 - (2) Take 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, other protected veteran, and Armed Forces service medal veteran, in all employment practices.
 - (3) Undertake appropriate outreach and positive recruitment activities that are reasonably designed to effectively recruit protected veterans; and
 - (4) Establish a hiring benchmark and apply it to hiring of protected veterans in each establishment, on an annual basis, in the manner prescribed in the regulations of the Secretary of Labor.
 - (5) Report on employment of veterans using the Department of Labor's annual form VETS-4212, Federal Contractor Veterans' Employment Report (VETS-4212 Report).
- (b) The Act applies to contracts and subcontracts for personal property and services (including construction) of \$150,000 or more except as waived by the Secretary of Labor.
- (c) Contracts with foreign entities and Indian Tribal governments are exempt from all aspects of the Act.
- (d) The requirements of the Clause 10-19, Employment for Veterans, in any contract with a State or local government (or any agency, instrumentality, or subdivision) do not apply to any agency, instrumentality, or subdivision of that government that does not directly participate in work on or under the contract.
- (e) The Act requires Clause 10-19, Employment for Veterans, and Clause 10-20, Employment Reports on Veterans, in solicitations and contracts greater than \$150,000 unless an exemption is provided by the Act.
- (f) IGCs are exempt from the reporting and the award and modification restrictions in the Act.
- (g) The CO is prohibited from awarding or modifying a contract for non-commercial services in excess of \$150,000 to a contractor subject to the Act that has not submitted the required annual VETS-4212, Federal Contractor Veterans' Employment Report (VETS 4212 Report), with respect to the preceding fiscal year if the contractor was subject to the reporting requirements of 38 U.S.C § 4212(d).

10.1.9.3 Procedures

- (a) To verify if a proposed contractor is current with its submission of the VETS-4212 Report, the CO shall:
 - (1) Query the Department of Labor's VETS 4212 Database via the Internet at <https://www.dol.gov/vets/vets4212.htm> under "Filing Verification"; and
 - (2) Contact the VETS-4212 customer support via e-mail at VETS-4212-customersupport@dol.gov for confirmation, if the proposed contractor represents that it has submitted the VETS-4212 Report and is not listed on the verification file.
- (b) The CO is permitted to award and modify contracts for commercial items and services at any dollar value without confirming the contractor has submitted the required annual VETS-4212 Report.
- (c) The CO is permitted to award and modify contracts for non-commercial items and services that do not exceed \$150,000 without confirming the contractor has submitted the required annual VETS-4212 Report.

- (d) The CO is prohibited from awarding or modifying a contract for non-commercial services in excess of \$150,000 to a contractor subject to the Act that has not submitted the required annual VETS-4212 Report.
- (e) If performance under the clause, 10-19, Employment for Veterans, may necessitate a revision of a collective bargaining agreement, the CO must advise the affected labor unions that the Department of Labor will give them appropriate opportunity to present their views. However, neither the CO nor any representative of the CO may discuss with the contractor or any labor representative any aspect of the collective bargaining agreement.
- (f) The CO must take necessary action as soon as possible upon notification by the appropriate agency official to implement any sanctions imposed on a contractor by the Department of Labor for violations of the clause 10-19, Employment for Veterans. The sanctions (see 41 CFR 60-300.66) may include withholding of progress payments, termination or suspension of the contract, or debarment of the contractor.

10.1.9.4 Contract Clauses

- (a) The CO shall include the clause 10-19, Employment for Veterans, in all solicitations and contracts when the contract value is expected to exceed \$150,000.
- (b) The CO shall include the clause 10-20, Employment Reports on Veterans, in solicitations and contracts containing the clause 10-19, Employment for Veterans. Clause 10-20 shall not be included in contracts and IGCs with State and local governments.

Clause or Provision

35.2.84 Clause 10-1 Fairness in Employment

As prescribed in 10.1.4.3, insert the following clause in all solicitations and contracts:

FAIRNESS IN EMPLOYMENT (APR 2025)

- (a)
 - (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).
- (b)
 - (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 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) Demolition;

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

(End of clause)

35.2.85 Clause 10-2 Workers with Disabilities

As prescribed in 10.1.5.3, insert the following clause in solicitations and contracts:

WORKERS WITH DISABILITIES (APR 2025)

(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 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 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.

(End of clause)

35.2.93 Clause 10-10 Apprentices, Trainees and Helpers

As prescribed in 10.3.2.3, insert the following clause in solicitations and contracts for construction which exceeds \$2,000:

APPRENTICES, TRAINEES AND HELPERS (APR 2025)

- (a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the DOL determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees.

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices.

(2) Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Helpers. Helpers will be permitted to work on a project if the helper classification is specified on an applicable wage determination or is approved pursuant to the conformance procedures set forth in paragraph (b) of the Contract Wage Rate Requirements clause. The allowable ratio of helpers to journeymen employed by the Contractor or subcontractor on the job site shall not be greater than two helpers for every three journeymen (in other words, not more than 40% of the total number of journeymen and helpers in each contractor's, or in each subcontractor's own workforce employed on the job site). Any worker listed on a payroll at a helper wage rate, who is not a helper as defined in 29 CFR 5.2(n)(4), shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any helper performing work on the job site in excess of the ratio permitted shall be paid not less than the applicable journeymen's (or laborer's, where appropriate) wage rate on the wage determination for the work actually performed.

(End of clause)

Revokes Clause 10-15 Pre-Award On-Site Equal Opportunity Compliance Review

Revokes Clause 10-16 Affirmative Action Compliance Requirements for Construction

Revokes Clause 10-17 Equal Opportunity Pre-Award Clearance of Subcontracts

35.2.102 Clause 10-19 Employment for Veterans

As prescribed in 10.1.9.4, insert the following clause:

EMPLOYMENT FOR VETERANS (APR 2025)

- (a) Definitions. As used in this clause –
“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at BPI 10.1.9.1.
- (b) The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires the Contractor to employ and advance in employment qualified protected veterans.
- (c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 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. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

Part 12 – Source Selection Award:

Policy

12.2.3 Receipt and Initial Handling

Any office receiving an unsolicited proposal shall immediately email to: UnsolicitedProposal@bpa.gov or send it to Supply Chain Services – NSS, c/o Small Business Specialist, who serves as a clearinghouse for all unsolicited proposals received by Bonneville. The Small Business Specialist shall log in the proposal, acknowledge receipt of the proposal to the proposer, and send copies to the subject matter expert (or program office) and designated CO. The Small Business Specialist shall either attach the following or print on the face page of the proposal:

UNSOLICITED PROPOSAL -- CONTENTS SHALL NOT BE DISCLOSED OUTSIDE
BONNEVILLE POWER ADMINISTRATION AND SHALL NOT BE USED FOR PURPOSES
OTHER THAN EVALUATION.

Part 15 – Environment, Safety and Security:

Policy

15.5.1 Policy

It is Bonneville policy to advance procurement activities that include the procurement of products and services which promote energy efficiency, water efficiency, environmental preference, are bio-based, non-ozone depleting, and contain recycled content, non-toxic, or less-toxic alternatives, where cost-effective and reasonably available to meet the functional requirements the program office.

15.5.2 The Clean Air Act

The Clean Air Act (CAA) is the comprehensive federal law that regulates air emissions from stationary and mobile sources. For the purposes of this subsection, ozone-depleting and refrigeration substances are discussed in section 608 (general stationary refrigeration and air conditioning) and section 609 (motor vehicle air conditioning) of the CAA. For more information on Section 608 see:

<https://www.epa.gov/section608> and Section 609 see: <https://www.epa.gov/mvac>.

15.5.2.1 Policy

It is the policy of Bonneville to advance cost-effective programs to minimize the procurement of materials and substances that contribute to the depletion of stratospheric ozone. The EPA's Significant New Alternative Policy (SNAP) program offers acceptable Non-Ozone Depleting Alternative Products at: <https://www.epa.gov/snap/snap-program-overview>.

15.5.4 Recovered Materials and Bio-Based Products

- (a) Bonneville's Environment, Fish and Wildlife office promulgates Bonneville policy related to recovered or recycled materials. Recovered materials are waste materials and byproducts that have been recovered or diverted from solid waste, but do not include materials and byproducts generated from, and commonly reused within, an original manufacturing process. Buying recycled-content products ensures that the materials collected in recycling programs will be used again in the manufacture of new products. Utilizing their Comprehensive Procurement Guideline (CPG) program, the EPA has designated certain products that are or can be made with recovered materials. Further information and a list of suppliers is available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (b) Bio-based or bio-preferred products are commercial or industrial products (other than food or feed) that are composed in whole, or in significant part, of biological products, renewable agricultural materials (including plant, animal, and marine materials), or forestry materials as set forth in the 2002 Farm Bill, as amended. Further information is available at: <https://www.biopreferred.gov/BioPreferred/> and <https://www.biopreferred.gov/BioPreferred/faces/pages/ProductCategories.xhtml>.

15.5.4.1 Policy

It is Bonneville policy to advance the acquisition of products containing recovered materials and bio-based products in service and construction contracts.

Clause or Provision

35.2.173 Clause 15-8 Refrigeration Equipment

As prescribed in 15.5.2.3, insert the following clause in solicitations and contracts:

REFRIGERATION EQUIPMENT (APR 2025)

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: <https://www.epa.gov/section608> and Section 609 (motor vehicle air conditioning) see: <https://www.epa.gov/mvac>.

(End of clause)

35.2.176 Clause 15-11 Bio-Based Products

As prescribed in 15.5.4.2, insert the following clause in solicitations and contracts:

BIO-BASED PRODUCTS (APR 2025)

- (a) In the performance of this contract, the Contractor shall use bio-based products to the maximum extent possible that are United States Department of Agriculture (USDA)-designated items unless the product cannot be acquired—
- (1) Competitively within a time frame providing for compliance with the contract performance schedule; or
 - (2) Meeting contract performance requirements; or
 - (3) At a reasonable price.
- (b) Information about this requirement and these products is available at <https://www.biopreferred.gov>.

(End of clause)

Part 28 – Acquisition of Commercial Items and Services:

Clause or Provision

35.2.366 Clause 28-20.1 Requirements Unique to Government Contracts – Supplies

As prescribed in 28.3.4(bb), insert the following clause in solicitations and contracts for commercial acquisitions:

REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SUPPLIES (APR 2025)

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 supplies:

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
- (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 15-14)
 - (3) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (4) Utilization of Small Business Engagement Program (Clause 8-3)
 - (5) Restriction on Certain Foreign Purchases (Clause 9-8)
 - (6) Child Labor-Cooperation with Authorities and Remedies (Clause 10-24)
 - (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) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (13) Subcontracting with Debarred or Suspended Entities (Clause 11-7)

- (14) 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.
- (15) Fairness in Employment (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.
- (16) 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.

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) Employment for Veterans (Clause 10-19)
 - (2) Employment Reports on Veterans (Clause 10-20)
 - (3) Examination of Records (Clause 12-3)
 - (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.

ADDITIONAL CLAUSES FOR SOLICITATIONS AND CONTRACTS AS APPLICABLE:

- (c) Contractor Code of Business Ethics and Conduct (Clause 3 -11) is applicable if the value of the contract is expected to exceed \$6 million and the performance period is 120 days or more.

ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS:

- (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 (b)(3) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General does not flow down; and
 - (2) Those clauses contained in this paragraph, unless there is an exception noted:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Contractor Code of Business Ethics and Conduct (Clause 3 -11), (Exception: If the value of the contract is less than 6 million and the performance period is less than 120 days).
 - (iii) Utilization of Small Business Engagement Program (Clause 8-3), (Exception: Do not insert unless the subcontract offers further subcontracting opportunities)
 - (iv) Fairness in Employment (Clause 10-1)
 - (v) Workers with Disabilities (Clause 10-2)
 - (vi) Employment for Veterans (Clause 10-19)
 - (vii) Employment Reports on Veterans (Clause 10-20)
 - (viii) Child Labor-Cooperation with Authorities and Remedies (Clause 10-24)
 - (ix) Combating Trafficking in Persons (Clause 10-25)
 - (x) Subcontracting with Debarred or Suspended Entities (Clause 11-7), (Exception: Do not insert if subcontracting for COTS items)
 - (xi) Acceleration of Payments to Small Business Contractors (Clause 22-21)

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

(End of clause)

35.2.367 Clause 28-20.2 Requirements Unique to Government Contracts – Services

As prescribed in 28.3.4(bb), insert the following clause in solicitations and contracts for commercial acquisitions:

REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (APR 2025)

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 Small Business Engagement Program (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) 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) Fairness in Employment (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.

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) Employment 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.
- (5) 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.
- (6) Examination of Records (Clause 12-3).
- (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 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.

ADDITIONAL CLAUSES FOR SOLICITATIONS AND CONTRACTS AS APPLICABLE:

- (c) Contractor Code of Business Ethics and Conduct (Clause 3 -11) is applicable if the value of the contract is expected to exceed \$6 million and the performance period is 120 days or more.

ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS:

- (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 (b)(6) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General does not flow down; and
 - (2) Those clauses contained in this paragraph, unless there is an exception noted:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Contractor Code of Business Ethics and Conduct (Clause 3 -11), (Exception: If the value of the contract is less than 6 million and the performance period is less than 120 days).
 - (iii) Utilization of Small Business Engagement Program (Clause 8-3), if the subcontract offers further subcontracting opportunities.
 - (iv) Fairness in Employment (Clause 10-1)
 - (v) Workers with Disabilities (Clause 10-2)
 - (vi) Employment Eligibility Verification (Clause 10-18), (Exception: Do not insert if subcontracting for commercial items)
 - (vii) Employment for Veterans (Clause 10-19)
 - (viii) Employment Reports on Veterans (Clause 10-20)
 - (ix) Contract Work Hours and Safety Standards Act (Clause 10-21)

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

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

(End of clause)

Appendix 4:

Policy

4.5.1.2. Supply Chain / Contractor Research

The CO should undertake or lead contractor research, e.g., number of contractors/suppliers, their capability, capacity, performance history, credit standing, location, foreign/domestic, small business standing etc., including the results of any request for interest/pre-qualification undertaken. The CO would need to determine if there are any supply chain constraints that may lead to only one available source (such as incumbent system is closed architecture), or if there are industry supply shortages or if contractors/suppliers need to be developed etc. CO's should review historical pricing and determine if different solicitation timing (i.e. periods of high demand verses low demand) that might change the acquisition prices to the Agency's benefit. The CO should lead/manage any formal request for interest/pre-qualification (RFI/RFP/Q) process.

Appendix 11:

Policy

Revokes 11.4 BPA HARASSMENT POLICY

Appendix 12-A:

Policy

Exhibit 12-A-1 – COVER PAGE FORMAT

UNSOLICITED PROPOSAL SUBMITTED TO
THE BONNEVILLE POWER ADMINISTRATION

Name of Institution, Organization, Individual
Mailing Address
City, State, Zip

For: [Title of Proposal]
Brief Description

Name(s) of Bonneville Personnel with Whom the Proposer has had Preliminary Discussions on the Proposed

Work: _____

Requested Starting Date: _____

Proposed Duration: _____

Total Cost of Proposal: _____

Amount Requested From Bonneville: _____

If Renewal, Give Contract or Grant Number: _____

Small Business _____ Profit _____ Nonprofit _____

Educational _____ Other: _____

Principal Investigator: _____ Phone: _____

Business Contact: _____ Phone: _____

Date of Submission _____

(END OF CHANGES)