

	MODIFICATION/REVISION CONTINUATION PAGE	PAGE OF PAGES	
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I. MUST CHECK ONE			
<input type="checkbox"/>	A. THIS CHANGE ORDER OR OTHER UNILATERAL CHANGE IS ISSUED PERSUANT TO: <i>(Specify authority)</i>		
<input type="checkbox"/>	B. ADMINISTRATIVE CHANGE SET FORTH IN ITEM II. <i>(Such as typographical errors, funding data, etc.)</i>		
<input checked="" type="checkbox"/>	C. THIS CONTRACT MODIFICATION IS ISSUED PERSUANT TO: <i>(Specify authority)</i> Mutual Agreement of Both Parties and Contract Clause 25-4 -- CHANGES		

II. DESCRIPTION OF MODIFICATION/REVISION:

(a) This Cost Reimbursement Intergovernmental Master Contract (56662) is hereby modified for the following changes:

(1) **Delete the following Contract Clauses**, necessitated by the updated Bonneville Purchasing Instructions (BPI), as a result of various Executive Orders and other Federal Procurement Regulations having been issued **after inception of above master contract award in April 2012**:

- (A) **Delete** BPI Contract Clause at 12-3 in its entirety, EXAMINATION OF RECORDS ALTERNATE I (AUG 09) (BPI 12.8.8.1)
- (B) **Delete** BPI Contract Clause at 15-55 in its entirety, SAFETY AND HEALTH – NON-ELECTRICAL CONTRACTOR(S) (MAR 11) (BPI 15.2.1)
- (C) **Delete** BPI Contract Clause at 25-10 in its entirety, APPLICABLE LAW – STATE OF IDAHO, (SEP 09) (BPI 25.4.1)

(2) **Add/incorporate the following Contract Clauses** – (Full texts of the clauses are attached and annotated as “56662-0000-01, Attachment 1, Modification 001”):

- (A) CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (3-10)
(FEB14)(BPI 3.9.4.1)
- (B) SUBCONTRACTING WITH DEBARRED OR SUSPENDED ENTITIES (11-7)
(JUL 13) (BPI 11.8.1; BPI 25.1.1)
- (C) BUY AMERICAN ACT – SUPPLIES (9-3)
(JUL 13)(BPI 9.1.6)
- (D) RESTRICTION ON CERTAIN FOREIGN PURCHASES (9-8) **(JUL 13)**
(BPI 9.3.2.1)

(E) **CONTRACTOR SAFETY AND HEALTH (15-12)**
(APR 14) ([BPI 15.2.4.1](#))

(F) **CONTRACTOR SAFETY AND HEALTH REQUIREMENTS (15-13)**
(APR 14) ([BPI 15.2.4.1](#))

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

(H) **EXAMINATION OF RECORDS (12-13)**
(JUL 13) ([BPI 12.8.8.1](#))

(b) All other terms and conditions remain the same.



Attachment 1
Intergovernmental Master Contract No. 56662
ENVIRONMENT, FISH & WILDLIFE MA - YAKAMA INDIAN NATION AND BPA
Modification 001

BPA CO(R) – Khanida P. Mote; kpnote@bpa.gov; Phone: 503-230-4599; Fax: 4508

(BPA) DUNS No. **043003334**
BPA Federal Customer Treasury Fund Account Symbol: **89X4045**
BPA Agency Location Code: **89001401**

BPI CLAUSE 3-10 -- CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (3-10)
(FEB14)([BPI 3.9.4.1](#))

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the Contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts that exceed \$150,000.

End of Clause

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

- (a) "Commercially available off-the-shelf (COTS) item," as used in this clause means any item of supply (including construction material) that is:
 - (1) A commercial item (as defined in BPI 1.8);
 - (2) Sold in substantial quantities in the commercial marketplace; and
 - (3) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace.
- (b) The Government suspends or debar Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract in excess of \$30,000 with a Contractor that is debarred, suspended, by any executive agency unless there is a compelling reason to do so.



- (c) The Contractor shall require each proposed subcontractor whose subcontract will exceed \$30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended by the Federal Government.
- (d) The Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended (see www.sam.gov).
- (e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that exceed \$30,000 in value and is not a subcontract for commercially available off-the-shelf items

End of Clause

**BPI CLAUSE 9-3 -- BUY AMERICAN ACT - SUPPLIES (9-3)
(JUL 13)(BPI 9.1.6)**

- (a) The Buy American Act (41 U.S. Code §8301-8305) provides that the Government give preference to domestic source end products.

"Commercially available off-the-shelf (COTS item)"

(1) Means any item of a supply (including construction material) that is:

(1) A commercial item (as defined in BPI 1.8);

(2) Sold in substantial quantities in the commercial marketplace; and

(3) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 USC App 1702) such as agricultural products and petroleum products.

"Components" means those articles, materials, and supplies, which are incorporated directly into the end products.

"End products" means those articles, materials, and supplies to be acquired for public use under this contract.

"Domestic end product" means (1) an unmanufactured end product mined or produced in the United States or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in (b) (2) or (3) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

- (b) The Contractor shall deliver only domestic end products, except those



- (1) That BPA determines are not mined, produced or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;
- (2) For which BPA determines that domestic preference would be inconsistent with the public interest; or
- (3) For which BPA determines the cost to be unreasonable.

(c) In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for an end product that is a COTS item.

(The foregoing requirements are administered in accordance with Executive Order No. 10582, as amended, and Part 9 of the BPI.)

End of Clause

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

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

End of Clause

**CONTRACTOR SAFETY AND HEALTH (15-12)
(APR 14)(BPI 15.2.4.1)**

- a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.



- (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
- (2) The Contractor shall comply with
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by BPA.
- (c) The Contractor shall hold BPA and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Technical Representative (COTR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
 - (1) The BPA Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a BPA Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@BPA.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete BPA form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COTR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete BPA Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COTR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
- (e) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and BPA employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.



- (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
- (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
- (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) BPA encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall 1.) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and 2.) inform workers that they may raise safety concerns to BPA or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. BPA may coordinate the response to a contractor worker's health and safety concerns with the State OSHA when necessary to facilitate resolution.
- (g) BPA employees may direct the contractor to stop a work activity due to safety and health concerns. The BPA employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a BPA employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the BPA employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a BPA Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when BPA stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COTR or BPA Safety Office, the Contractor shall provide the total labor hours for a completed month to BPA no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

End of Clause

**BPI CLAUSE 15-13 -- CONTRACTOR SAFETY AND HEALTH REQUIREMENTS (15-13)
(APR 14)([BPI 15.2.4.1](#))**

- (a) The Contractor shall prepare a site specific safety plan (SSSP) and submit the SSSP to the Contracting Officer (CO) or the CO's designee. The Contractor is prohibited from performing on



- site work without written authorization from the CO. The CO is prohibited from issuing an authorization to proceed with on-site work until the BPA Safety Office has reviewed the SSSP and any concerns are resolved.
- (b) The Contractor shall follow the work procedures provided in the *Contractor Safety and Health Requirements For Prime and Subcontractors*. The full text of the *Contractor Safety and Health Requirements for Prime and Subcontractors* is available at <http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.
 - (c) The Contractor shall include this clause in all subcontracts.

End of Clause

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

- (a) In performance of this contract, the contractor shall protect all data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and BPA's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of these information or systems.
- (b) The contractor shall maintain an information security and/or data security plan or program consistent with industry standards such as National Institute of Standards and Technology (NIST), as required by the E-Government Act (Public Law 107-347) of 2002, Title III Federal Information Security Management Act (FISMA).
- (c) The BPA Chief Information Officer (CIO), or representatives, shall have the right to examine, audit, and reproduce any of the contractor's pertinent information security and/or data security plan or program.
- (d) The contractor shall adhere to any additional information security requirements identified in the statement of work.
- (e) The contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by BPA.

End of Clause

**BPI CLAUSE 12-3 – EXAMINATION OF RECORDS (12-3)
(JUL 13)(BPI 12.8.8.1)**

- (a) The contractor shall keep accurate and complete accounting records in support of all cost-based billings to BPA in accordance with generally accepted accounting principles and practices. The Comptroller General of the United States, the Contracting Officer, or their representatives, shall have the right to examine, audit, and reproduce any of the Contractor's pertinent records involving transactions related to this contract or any subcontract hereunder. Records includes, but is not limited to, books, documents, and other information regardless of form (e.g., machine readable data) or type (e.g. databases, applications software, data base management software, utilities, etc.) including computations and projections related to proposing, negotiating, pricing, subcontracting, modifying or performing the contract. The purpose of such examination shall be to determine the accuracy, completeness, and currency of costs charged under the contract and/or to verify cost or pricing information submitted to BPA.



- (b) Such documents shall be available for three (3) years after final payment or, in the case of termination, three (3) years from the date of any final termination settlement. Records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims have been disposed of.
- (c) The contractor shall insert a clause containing all the terms of this clause, including this paragraph (c), in other than fixed price subcontracts over \$100,000, altering the clause as necessary to identify the contracting parties and the Contracting Officer under the prime contract.

(End of Clause)