



Department of Energy
Bonneville Power Administration
PO Box 3621
Portland, OR 97208

FY14 TECHNOLOGY INNOVATION FUNDING OPPORTUNITY ANNOUNCEMENT
FOA#: BPA-0002617
Thru Amendment 001

Announcement Issue Date:	March 01, 2013
Registration Due for Pre-Application Conference, 4:00pm PDT:	March 12, 2013
Pre-Application Conference, 1:30-3:00pm PDT:	March 15, 2013
Phase 1–Concept Paper and Statement of Qualifications, 4:00pm PDT:	March 29, 2013
Notice to Applicants to Submit Phase 2 Applications:	April 5, 2013
Phase 2–Full Application Due Date, 4:00pm PDT:	May 7, 2013

The following is a Bonneville Power Administration (BPA) competitive announcement for the FY14 Technology Innovation Portfolio. BPA's Technology Innovation (TI) Office conducts an annual opportunity announcement for projects that advance technologies based on agency guidance and strategic needs identified in the agency's Technology Roadmaps and Focus Areas. BPA uses a two-phase process to identify and select these potential research and development opportunities. In Phase 1, BPA will accept concept papers and detailed supporting information for consideration. In Phase 2, BPA will then invite those parties who met the qualifying criteria to submit full applications under this announcement. All documents shall be submitted electronically through the TI Funding Opportunity Announcement website: <https://bpa-exchange.energy.gov>.

Please review the entire announcement prior to submitting any documents. BPA is under no obligation to consider submittals that do not include all the required information. Detailed requirements are noted from Part I through IV. Any amendments to this announcement will be posted on the TI Funding Opportunity Announcement website. Applicants should periodically review the website for any updates as no other notices will be provided.

Applicants are reminded that Bonneville's financial assistance and acquisition decisions and administration are not governed by the same rules and regulations of other federal agencies. Bonneville financial assistance is subject to the policies and procedures outlined in the Bonneville Financial Assistance Instructions (BFAI) and acquisition contracts are subject to the Bonneville Purchasing Instructions (BPI), both of which are prescribed by the Head of the Contracting Activity. The BFAI and BPI may be downloaded from the BPA website at <http://www.bpa.gov> by selecting "Doing Business."

If you have any questions, please contact Matt DeLong, Financial Assistance Officer, at 503-230-7549 or e-mail mldelong@bpa.gov. Contacting BPA program officials for information related to this announcement is prohibited.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt DeLong".

Matthew L. DeLong
Financial Assistance Officer

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PART I – FY14 TECHNOLOGY INNOVATION FUNDING OPPORTUNITY DESCRIPTION

A. BACKGROUND

The Bonneville Power Administration (BPA) is a federal power marketing agency that transmits and markets power from 31 federal dams and one nuclear power plant. BPA also purchases power from several wind farms. BPA's Technology Innovation Office conducts an annual opportunity announcement for projects that advance technologies based on agency guidance and strategic needs identified in the agency's Technology Roadmaps and Focus Areas. Previous announcements resulted in projects that addressed the Technology Roadmaps in areas of Energy Efficiency and Demand Response, Hydro Power Operations, Renewable Energy, Physical Security, and Transmission Services.

Technology road-mapping is a form of technology planning that is used to inform and guide the agency's research and development agenda. The main benefit of technology road-mapping is that it provides information to make better technology investment decisions by identifying technologies and technology gaps that are critical to improving BPA's power delivery system. The Roadmaps and Focus Areas are then used to identify ways to leverage Agency investments to bridge these gaps.

In support of its research, operation, and maintenance goals, BPA has its own set of nationally recognized Laboratories. The Labs are located at BPA's Ross Complex in Vancouver. Laboratory capabilities for high voltage, high current, mechanical, chemical, environmental field testing services, and staged system fault services are specifically tailored for BPA system needs. The Labs provide services that are important to ensuring regional system reliability and provide a conduit for the development and demonstration of new technologies needed to modernize the electrical energy infrastructure and to ensure safe and efficient operation of the power system.

B. OBJECTIVE

This Technology Innovation (TI) Funding Opportunity Announcement is for projects beginning in BPA's Fiscal Year 2014, which runs from October 1, 2013 through September 30, 2014. Projects may be submitted for up to 36 months, but BPA will only fund on a fiscal year basis (October – September). Funding for future periods is subject to annual approval. Applicants should allow some flexibility in their startup planning to allow for kickoff meetings, contracting, and minor project adjustments. The goal is to select technology innovation projects that advance our ability to maximize the Federal Columbia River Power Systems (FCRPS) asset value and that do so by improving BPA's ability to monitor, control and use all of FCRPS assets in an integrated manner. This TI Funding Opportunity does not purchase power nor imply any commitment to purchase power from any resource(s) for BPA.

A requirement for an acceptable technology innovation application is that it fulfills BPA's objectives to be a leader in the application of technologies that provide benefits to BPA, its customers and the region. Project sponsors will need to demonstrate that submitted projects are meeting the challenges of BPA. Consequently, the proposed projects would need to benefit BPA (directly or indirectly); though supporting research can draw from a multitude of informational and technological resources worldwide.

In this announcement cycle, there are one Roadmap and five Focus Areas. The one Technology Roadmap is in the area of Transmission and the five Focus Areas are described in section C2. Applications should address a Roadmap or at least one Focus Area.

C. PROJECT FOCUS AREAS

The Technology Roadmap and Focus Areas identify business and operational challenges, technical needs, required capabilities, and technology gaps that BPA could research to enhance its ability to maximize FCRPS asset value. The intent is to do so by enhancing the ability to monitor, control and use all of BPA's FCRPS assets in an integrated manner. Some of these research activities can focus on advancing the fundamental science and engineering of a particular resource technology, others may focus on demonstration projects that enhance the commercial viability and acceptance of the technology, and some may concentrate on solving technical challenges associated with the Focus Areas. In particular, BPA will be interested in projects that address the following roadmaps.

C.1 TECHNOLOGY ROADMAPS

BPA is interested in projects that investigate the technologies, technology gaps, and issues identified in the Transmission Technology Roadmap, on the TI Homepage at www.bpa.gov/ti or linked directly here:

<http://www.bpa.gov/Doing%20Business/TechnologyInnovation/Documents/2013/201303-BPA-Transmission-Roadmap-February-2013.pdf>

C.2 TECHNOLOGY INNOVATION FOCUS AREAS

BPA is interested in projects that advance technologies and technology gaps identified in the five Focus Areas listed below.

1. Transmission Power Flow Controls
2. Synchrophasor Data Intelligence
3. Demand Response Emerging Technologies
4. Climate Change Streamflow Modeling
5. Hydro Operation Forecasting of Singular Weather Usage Readings and Regional Loads

For proposal guidance about the **Technology Innovation Focus Areas**, go the TI Homepage at www.bpa.gov/ti or linked directly here:

<http://www.bpa.gov/Doing%20Business/TechnologyInnovation/Documents/2013/201303-FY2014-TI-Funding-Opportunity-Focus-Areas-Guidance.pdf>

D. BPA FURNISHED INFORMATION, PROPERTY OR SERVICES

BPA may provide limited services needed for the successful completion of the proposed project such as access to a substation, field support or data collection. The application must explicitly identify any government furnished information, equipment or services that may be needed to complete the project in accordance with Part IV of the announcement. Specific property handling instructions will be identified in the terms and conditions of finalized agreements. Recipients who plan on hosting BPA information or creating information systems for BPA should review the applicable clauses in Part VII to ensure that systems meet the stated criteria.

Applications should not expect BPA to provide substantial equipment (for example generation equipment such as an ocean buoy or wind turbine, control systems, cabling, transformation or interconnection to the BPA transmission system) for use during these projects.

PART II – AWARD INFORMATION

A. TYPE OF AWARD INSTRUMENT

BPA anticipates awarding cooperative agreements with cost sharing requirements under this announcement. Cooperative agreements permit substantial involvement between BPA and the selected applicants in the performance of the work supported. For the purposes of a BPA Technology Innovation Project (TIP), substantial involvement means:

- BPA does not limit its involvement to the administrative requirements of the BPA funding agreement. Instead, BPA has substantial involvement in the project as a whole.
- BPA requires the recipient to meet or adhere to specific procedural requirements before subsequent stages of a project may continue, e.g., Quarterly Reporting, Requests for Reimbursement, Project Stage Gates.
- BPA will negotiate aspects of the Project Description prior to project start when adjustments would lead to better alignment with BPA's objectives or enhance the probability of project success.
- BPA will review in a timely manner progress reports and proposed changes, recommending alternate approaches if the plans do not address critical programmatic issues or accomplish objectives, and determining whether Stage Gate objectives have been achieved to warrant continued funding.
- BPA may limit recipient discretion with respect to changes in the Principle Investigator/Key Personnel.

BPA reserves the sole right to determine the type of award instrument based upon the principal purpose of the award, which includes its primary beneficiary and other key determination factors. Projects selected which are determined to meet the criteria of acquisition contracts rather than cooperative agreements will be awarded subject to the Bonneville Purchasing Instructions. Contracts with Federally Funded Research and Development Centers are addressed in Part III of the announcement.

BPA reserves the right to enter into discussions with applicants for the purpose of establishing higher cost share requirements or a Cooperative Research and Development Agreement (CRADA) or similar instrument with no BPA cost share. Projects most likely to be affected are those that are primarily focused on incremental improvements of existing software or technologies used by BPA.

B. ESTIMATED FUNDING

\$3-3.5 million is available for new awards under this announcement; however, BPA is under no obligation to award the full amount available.

C. ANTICIPATED NUMBER OF AWARDS AND AWARD SIZE

BPA anticipates multiple awards resulting from this announcement. BPA will fund no more than 50% of total project costs, limited to between \$50,000 to \$500,000 per project per fiscal year (a minimum dollar for dollar match of BPA's contribution). Projects applying for multiple years of funding will be subject to the same limitation per year. Allowable cost share is identified in Part III. All BPA funds are provided on a cost reimbursement basis only (no profit).

D. FUNDING PERFORMANCE PERIOD

Projects are funded on a fiscal year basis with the first year beginning no sooner than October 1, 2013 and ending no later than September 30, 2014, although actual project start dates may be delayed. Projects for two to three years are encouraged but are subject to stage gates, Period of Performance Clause, Project Renewal Clause (see Part VII) and the annual TI Summit Review.

PART III – ELIGIBLE APPLICATIONS

A. ELIGIBLE APPLICANTS

All interested parties are eligible to apply under Phase 1 of this announcement.* Respondents may submit multiple Phase 1 applications for different concepts. However, only those submissions determined by BPA to meet the qualifying criteria identified in Part V will be invited, and therefore eligible, to submit full applications under this announcement during Phase 2. BPA supports teaming arrangements if proposed but a Primary Applicant must be identified and letters of commitment should be included from co-applicants.

DOE National Laboratory Contractors and Other Federally Funded Research and Development Center (FFRDC) Contractors

A DOE National Laboratory Contractor / FFRDC Contractor is eligible to apply under this announcement if DOE has granted the entity special authority to submit direct applications or its cognizant contracting officer provides written authorization and this authorization is submitted with the application during Phase 2. If DOE has granted the entity special authority include a narrative describing the special authority and identify a DOE representative for verification. If a DOE National Laboratory Contractor / FFRDC Contractor is selected for award, the proposed work will be authorized using BPA's Inter-Governmental Contract rather than an Interagency Agreement under the Economy Act. BPA is not subject to Federal Acquisition Regulations or the Economy Act. The following wording is acceptable for the authorization:

“Authorization is granted for the _____ Laboratory to participate in the proposed project. The work proposed for the laboratory is consistent with or complementary to the missions of the laboratory and will not adversely impact execution of the DOE assigned programs at the laboratory.”

DOE National Laboratory Contractor / FFRDC contractors may be proposed as team members on another entity's application. DOE National Laboratory Contractor / FFRDC contractors that are not performing the role of the lead organization are not required to submit any written authorization from the cognizant contracting officer. BPA will not enter into a separate agreement with DOE National Laboratory Contractor / FFRDC contractors proposed as team members. BPA will enter into a single agreement with the lead organization/primary applicant.

**Recipients and subrecipients will be excluded from further consideration if they are present in the Excluded Parties List System (EPLS) or found to be otherwise ineligible.*

B. COST SHARING

BPA requires a minimum 50% cost share (of the total project) per year for all projects submitted with a maximum BPA contribution of \$500,000 per project per fiscal year. Cost share shall be expended and the same rate as BPA spending unless written approval is provided. The cost share may be from one or multiple sources. Project funding may be cash or in-kind contribution to the work.

When calculating the amount of the non-BPA contribution, the Financial Assistance Officer may approve the following costs as allowable in accordance with the applicable cost principles:

- (a) Cash;
- (b) Personnel costs;
- (c) The value of a service, other resource, or third party in-kind contribution determined in accordance with the applicable circular of the Office of Management and Budget;
- (d) Indirect costs or facilities and administrative costs; or
- (e) Other appropriated Federal funds provided they are used in accordance with their appropriation, e.g., Federal Grants with a similar purpose.

The Financial Assistance Officer will not allow:

- (a) Revenues or royalties from the prospective operation of an activity beyond the project length;
- (b) Software licenses provided by the prime recipient;
- (c) Unrecognized profit;
- (d) Any costs contributed prior to the execution date of the agreement; or

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(e) Proceeds from the prospective sale of an asset of an activity.

All in-kind cost share must be provided in sufficient detail to allow determination of reasonableness and allowability, e.g., hourly rates, number of hours, pro-rated amounts for donated equipment, etc. BPA will apply cost principles applicable to Educational Institutions, State Local and Indian Tribal Governments, and Non-Profit Organizations, respectively (2 CFR Part 220, 2 CFR 225, and 2 CFR 230). For commercial organizations, BPA will apply the Bonneville Purchasing Instructions (BPI), Appendix 13-A, Contract Cost Principles for Commercial Organizations. The BPI is located at <http://www.bpa.gov/corporate/business/bpi/>.

All cost sharing shall be fully auditable and verifiable and is subject to BPA acceptance. Cost share commitments shall be verified by BPA within thirty days of the award notice. Examples of acceptable verification include letters of commitment signed by a party authorized to obligate the co-funder and copies of official funding agreements. ~~A cost share letter template is provided in Appendix I for use in obtaining written acknowledgment of cost share support for in-kind or cash contributions.~~

As noted above, cost share commitments shall be documented and include sufficient detail to determine reasonability of the amount (# of hours, hourly rates, equipment values) and use of the cost share. If in-kind, the cost share services should be documented on worksheet “f. Contractual” of the Budget Workbook – Vol III and also on the “i. Cost Share” worksheet for the corresponding amount and type. If cash or equipment is being provided, the use should be documented in the appropriate tab (travel, equipment, contractual) and also in the “i. Cost Share” worksheet.

PART IV – APPLICATIONS AND SUBMISSION INFORMATION

A. SUBMISSION REQUIREMENTS

This announcement is composed of two phases with all relevant dates listed on the cover page. The requirements for both phases are addressed in this Part. It is critical that potential applicants carefully review these requirements, as incomplete applications may be denied further consideration. Phase 1 submittals should clearly demonstrate how their project application is aligned with the BPA Technology Roadmap and/or Focus Area, e.g., technology need, gap, business challenge, capability, or area of interest. Applications will be evaluated based upon the criteria in Part V of this announcement. BPA will notify each Phase 1 applicant of the results of this evaluation. Those applicants determined to meet the identified criteria will be invited to submit a full application under Phase 2.

B. PHASE 1 CONTENT

This section contains the instructions for Phase 1 of this announcement. If more than one Phase 1 application is submitted by the same applicant, each application shall contain all the information required by this opportunity announcement to be considered responsive. Phase 1 applications should provide all the requirements below included in one document (Microsoft Word or Adobe Portable Document Format) uploaded as their “Concept Paper” submission on the website. Applicants must fill out all requested information in the website application process regardless of duplication with their submission.

B.1 CONCEPT PAPER

The Concept Paper must address the following items:

- Project description and list of major objectives (one page maximum).
- Describe how your project is aligned with the research guidance provided in the Transmission Technology Roadmap and/or Focus Areas - www.bpa.gov/ti. This should include how the project will seek to address BPA’s required capabilities, technology needs or challenges identified in the Roadmap/Focus Areas (three pages maximum). The Technology Readiness Level (TRL) at project start and project finish should be provided, with brief explanation. Refer to Appendix IV for TRL guidance.

B.2 SUMMARY OF THE WORK PLAN

Explain how the work will be performed (three pages maximum).

B.3 COST SHARE/BUDGET

Describe how the recipient intends to address the required 50% minimum cost-share for the project, including actual funding secured or potential sources of funding. If funding commitments have been secured, the applicant may describe this using percentage of project that is already funded. Cost estimates should be provided in the online application; however, applicants will have the opportunity to update these figures during Phase 2.

B.4 STATEMENT OF QUALIFICATIONS & REFERENCES

1. Qualifications & Experience

List the principal investigator(s), organization project leaders, partners, and participants. Describe what they bring to the project and their knowledge, skills and experience as related to the project. Applicants should include a resume for each Principal Investigator and major project participant. Resume should include abilities, skills, qualifications, and specialized experience relevant to the type of work proposed (include credentials, educational background and years of experience).

Principal Investigator(s)

- Identify the Principal Investigator(s) and other key personnel necessary to complete this project (projects will not be allowed to replace a Principal Investigator without written authorization)
- Describe the time commitment for the Principal Investigator(s) and other key project personnel and/or positions as a percentage of a full time employee (FTE)
- Identify contacts and references (name, title, address, telephone, and fax numbers) knowledgeable of the Principal Investigator(s) and other key personnel's previous technology experience related to the project.
- Include a brief description of the direct technology and other relevant experience of the Principal Investigator(s) and other key personnel for their responsibility areas.

Organization(s)

- Identify the organizations and personnel responsible for implementing the project. Identify the project manager, his/her tenure, and scope of responsibility. If multiple parties will perform the work describe the relationship between the parties (contractual, partnership, consortium, etc).
- Letters of commitment should be including if a teaming arrangement is anticipated.
- Identify the credentials of organization/staff to support the application
- Identify the management structure and key managers who will be responsible for the technical work areas.
- Describe the adequacy of the proposed facilities to conduct and support development of any necessary field-testing activities.
- Provide pertinent examples of experience working with utility companies or federal agencies related to the technology area being studied within the last five years.

Partner(s)/Participants/Vendors

- Identify the consultants and contractors you expect to use on the project.
- Discuss any known and planned relationships with other utilities, developers, vendors, subsidiaries and others that will participate in the planning, development or operational phases of the project. This does not include ad-hoc project consultants or contractors.

2. References

List three references for projects of similar scope and complexity that were completed by the Applicant. Include a brief summary of the project along with the names, telephone numbers, and email addresses of contact persons from the agencies or organizations that sponsored the project.

NOTE: The Statement of Qualifications and References must be re-submitted with any updates for Phase 2. This ensures that BPA has the most up to date information in one place for evaluators to use.

B.6 MULTIPLE CONCEPT SUBMISSIONS

Each response to Phase 1 submitted shall address only one project and describe the Technology Roadmap topic and/or Focus Areas. Applicants with multiple projects should submit a separate application for each.

C. PHASE 2 CONTENT

If invited, Phase 2 applications shall include all the required documentation below.

C.1 INTRODUCTION

This section contains the instructions for preparing the Full Application. If more than one application is submitted by the same applicant, each application shall be submitted and contain all the information required by this opportunity announcement in order to be responsive. This opportunity announcement prescribes a specific format for the Application to facilitate preparation and evaluation. Applicants may include additional material in the application only if it is necessary for clarification. Elaborate applications, lengthy discussions, and non-critical attachments are discouraged.

C.2 APPLICATION DETAILS AND FORMAT

The application shall present the applicant's plans for the project based on the concepts provided in Phase 1 format above, the details requested below, and how the applicant expects the project to proceed.

The application must be organized and provide the information in the sequence presented below. Sections must be numbered and identified as provided in this part. Additional subsections may be used if such usage enhances the applicant's ability to describe the work. If a required item is not known or is not applicable, applicants shall state this in the applicable section of the application. Relevant documents may be cited by reference. Copies of references cited are not expected to be included as part of the application at this time. BPA reserves the right to request copies of references cited. If the application contains "trade secrets" as defined by 18 U.S.C. § 1839 Applicant shall mark each page containing such information. Applicants are advised to restrict the inclusion of trade secrets in the application to the minimal amount of information necessary to support BPA's evaluation.

C.3 FULL APPLICATIONS SHALL INCLUDE THE FOLLOWING:

Applicants must fill out all requested information in the website application process regardless of duplication with their submission.

Applications are required to submit a separate document for each of the following volumes in Word, Adobe Portable Document Format, or Excel as appropriate. Please be advised that if selected, the applicant must provide Volume II – Project Description, in Word format, as BPA intends to incorporate the Project Description into the resulting award document. Volume III – Budget, may only be submitted in Excel using the Budget Workbook included with this announcement.

Each Project Application shall include the following outlined sections. Each section is described in more detail following this outline.

- 1. Volume I: Technical Proposal
 - a. Cover and title page
 - b. Describe the following:
 - i. Summary description of the proposed project
 - ii. How the project is aligned with the research guidance provided in the Technology Roadmap and/or Focus Areas
 - iii. The risk to BPA of not doing the project
 - iv. The work already being done in the R&D community that is related to the project
 - v. How the project's results can be applied
 - vi. How the project will benefit BPA and the costs of doing the project
 - vii. The potential environmental impacts (of the project itself)

- viii. Describe any required BPA furnished property or services to include level of effort BPA is required to provide to the project
- ix. Technology Readiness Level (refer to Appendix IX)
- x. Any additional information,
- xi. Statement of Qualifications & References

2. Volume II: Project Description (Statement of Work)

- a. Cover and title page
- b. Provide a detailed Project Description (Refer to Appendix III for template and instructions)

3. Volume III: Cost Share and Budget

C.3.1 DETAIL

1. Volume I – Technical Proposal

The Technical Proposal will be used to assess both the scientific merit of the proposed work and its relevance to BPA’s Transmission Roadmap and/or Focus Area(s). The technical proposal must be self-contained and written in a clear and concise manner. The proposal shall be definitive with respect to the research and development which the applicant actually proposes to conduct.

1.a Cover Page

Show the name of the project, organization name, date of the application, the person responsible for the application preparation, and all co-sponsors currently in the project. The cover shall include the legend “Technical Proposal for Evaluation Purposes by or on behalf of the Bonneville Power Administration.”

Clearly show that this is Volume I: Technical Proposal on the cover page.

1.b. Technical Proposal: As listed above the Technical Proposal shall provide the following:

- i. Summarize the proposed project. This should be a short paragraph of approximately three or four sentences.
- ii. Describe how the project is aligned with the research guidance provided in the Technology Roadmap and/or Focus Area(s) - www.bpa.gov/ti. This should include how the project will seek to address BPA’s needed capabilities, technology needs or challenges identified in the Roadmap/Focus Area(s).
- iii. The impact or unmitigated risk to BPA of not doing this project, the probability of success and technical risks of the project.
- iv. Any related work already being done in the R&D community that is related to this project. How this project improves, advances, changes, or is somehow different than what is being or has already been done.
- v. Where and how this project’s results can be applied. Is there something being used today that will benefit from this project? Is there a past use that can be put to better use because of this project? Is there an indirect benefit that should be noted? Does the project have near or future term application? If it is not applicable to BPA’s system, explain why and why it would be important for BPA to fund it.
- vi. How this project will benefit BPA. Describe the qualitative benefits to BPA. Quantify the benefit and estimate the cost of doing the project. Describe the assumptions and any calculations for these estimates. Describe whether the costs and benefits are quantifiable or not. If they cannot be quantified, describe why not.
- vii. Describe the potential environmental impacts from the construction, operation, and implementation of the proposed project, including project-specific impacts (rather than

general impacts) that may result from facilities footprints, demonstration or implementation phases, and construction activities, e.g., ground disturbance, wetlands impacts, water usage. List any permits that may be required from state, local, and federal permitting authorities. Please note that construction, operation, and implementation is contingent upon BPA's completion of environmental review as required by the National Environmental Policy Act (NEPA) and applicable environmental statutes.

- viii. Describe the level of effort the applicant is requesting from BPA in support of the project. Specifically identify any BPA furnished data, services, or materials that are essential to the performance of the project. Identify the key tasks or phases in the project where the applicant believes BPA participation is essential. Applicants are advised that BPA's labor contribution to the project may be limited. BPA does not make any guarantees that BPA will contribute labor to the project.
- ix. Technology Readiness Level (TRL) – Describe the TRL for the project at the start of work and the anticipated TRL at completion. Refer to Appendix IV for a description of each of the levels. This is also required to be entered into the announcement website.
- x. Provide any additional information, with appropriate headings, that will help describe the project and plans.
- xi. Statement of Qualifications and References – The information submitted during Phase 1 (Part IV-B.4) must be re-submitted with Volume I. This can be provided as an appendix if not available in the same format as the rest of Volume I.

2. Volume II – Project Description (Statement of Work)

1.a Cover Page

Show the name of the project, organization name, date of the application, the person responsible for the application preparation, and all co-sponsors currently in the project. The cover shall include the legend "Technical Proposal for Evaluation Purposes by or on behalf of the Bonneville Power Administration."

Clearly show that this is Volume II: Project Description on both the cover and title pages.

2.b. Project Description

Follow BPA guidelines for proposed Project Description (see Appendix III for template and instructions). All applications must contain a detailed Project Description that describes the project's objectives, addresses how the project work will be conducted, and how the objectives will be achieved. This is similar to a Statement of Work and should be written as a standalone document that can serve as the applicant's work proposal for the project. BPA intends to incorporate the applicant's proposed Project Description into the resulting Cooperative Agreement or other award instrument.

3. Volume III – Cost Share and Budget (Budget Workbook – Microsoft Excel)

Applicants are required to complete the BPA Budget Workbook provided with the announcement in Microsoft Excel and upload with their application. **No other submission for Volume III is required at this time.** Cost share commitment letters must be provided within 30 days of tentative award **and Fringe/Indirect Rate Proposals are required within 14 days.** **Cost share commitment letters along with Fringe/Indirect Rate Proposals on hand at the time of Phase II submission can be included as and addendum to Vol III**

PART V – EVALUATION INFORMATION

A. CRITERIA FOR PHASE 1

The Phase 1 application will be evaluated individually based on the response to BPA's requirements and the evaluation criteria. Phase 1 submittals will not be evaluated against each other. BPA reserves the right to utilize third party consultants in the review of Phase 1. BPA is solely responsible for any decisions made pursuant to this phase, including the determination of the applicant's capability to bring the proposed idea to a successful conclusion and the relative technical and schedule risks for the project. Applicants will be notified of the decision by BPA of whether they can proceed to Phase 2. Phase 1 submittals will be evaluated using the following criteria, listed in descending order of importance:

- a. Relevance of the proposed project to the Technology Roadmap and/or the Focus Area(s);
- b. Principal investigator and project team qualifications including technical expertise, capabilities, related experience, and previous project successes, as well as the resources, facilities, techniques and/or unique combinations of these which are integral factors for achieving the application objectives;
- c. Probability of achieving the 50 percent cost-share requirement; and,
- e. Clarity, quality, and organization of the Phase 1 application.

B. CRITERIA FOR PHASE 2

Application Evaluation Process

Applications will be reviewed by the Financial Assistance Officer to determine responsiveness to the application requirements provided in the announcement. These requirements include submission of all required documents and meeting the 50% minimum cost share. Responsive applications will proceed to the next level of evaluation. Non-responsive applications will not be given any further consideration for award.

Responsive applications will then be reviewed and evaluated by an evaluation panel composed of BPA staff and third party subject matter experts. Qualified subject matter experts are used at BPA's sole discretion and are required to sign non-disclosure agreements and certify that they do not have a conflict of interest in participating in the evaluation of each application along with internal evaluators.

The application will be evaluated across several criteria. BPA applies a portfolio model to manage its technology innovation projects. Under this portfolio model, BPA's goal is to have a balance of projects in its Technology Innovation Portfolio across various technologies, time horizons, risk/reward profiles, cost concerns, and other needs. Highly ranked applications will be considered for inclusion in the BPA Technology Innovation Portfolio. Portfolio decisions are more complex than a technical review of a project taken in isolation. The decision to include a project in the Technology Innovation Portfolio includes consideration of the project risk/benefit profiles, the need to address the Roadmap and/or Focus Areas, a balance of projects, ability to commit resources, a balance of time horizons and other factors.

Applicants are advised that an application for a project on a subject matter that is not currently included in BPA's TI portfolio may stand a better chance of selection for award compared to another application on a subject matter that is already well represented in the portfolio. Portfolio funding decisions are based in part on the information provided in the application. BPA reserves the right to consider other information from any source, including past performance information, for all project participants.

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Project Evaluation Criteria

Evaluation criteria are provided below:

No.	Criteria	BPA Objective
1	The degree to which the project strengthens BPA’s existing portfolio of projects	The right portfolio
2	The degree to which project scope addresses the challenges addressed with the research guidance identified in BPA’s Technology Roadmap and/or Focus Area(s).	The right research.
3	The quantitative or qualitative expected benefits as applied system-wide, assuming this project is a technical success.	Magnitude of benefits to BPA and Pacific Northwest commensurate with risks
4	Team members have sufficient experience and are qualified to carry out the project	The right mix of talent
5	The probability of the project being a technical success.	Achieving successful project results.
6	The probability of near or long term successful application to BPA.	Successful application to BPA business challenges.
7	The degree to which proposed Stage Gates (go/stop decision points) reflect real options/choices for project decisions, <u>and</u> relate to real discovery/science/achievement thresholds.	The right decision points.
8	Cost share which exceeds the minimum requirement, e.g. greater than 50%.	The right leverage.
9	The percentage of cost share which is a cash contribution.	The right leverage.

The application evaluation panel may determine that additional information is needed to fully evaluate an application. The Financial Assistance Officer will identify additional information required and the format for the information. BPA may request written information, conduct telephone discussions or use any other means at BPA’s sole discretion.

C. KEY DATES

TI Funding Opportunity Announcement Posted	March 01, 2013
Notice of intent to participate in Conference	March 12, 2013 4:00 PM Pacific Time
Conference Questions due	March 13, 2013 4:00 PM Pacific Time
Conference	March 15, 2013 1:30 PM to 3:00 PM Pacific Time
Phase 1 Application Due	March 29, 2013 4:00 PM Pacific Time
Phase 1 Selection and Notification for Phase 2 Eligibility	April 5, 2013
Phase 2 Applications Due	May 7, 2013 at 4:00 PM Pacific Time
Award Notices	July 12, 2013
Award Process Begins	Late-July, 2013

PART VI – QUESTIONS AND CONFERENCE

A. QUESTIONS

Applicants may submit questions regarding the announcement in writing to Matt DeLong, Financial Assistance Officer any time. Answers that are not readily apparent by reading this announcement will be posted to the Funding Opportunity Exchange website weekly. Any required changes to the announcement will be posted as an amendment.

Questions provided prior to the pre-application conference (see below) will be addressed at the conference and should be submitted via e-mail no later than 4:00 PM Pacific time, March 13, 2013. In the subject line of your email, please reference “FY2014 TI Funding Opportunity Conference Questions.” These questions will be answered during the conference noted below as well as posted on the BPA Funding Opportunity Exchange website after the conference.

B. CONTACT

Name: Matt DeLong
Email: mldelong@bpa.gov
Telephone: 503-230-7549

C. PRE-APPLICATION CONFERENCE

BPA will hold a conference to review Phase 1 and Phase 2 content, instructions, and the evaluation process as stated in this announcement. Attendance is not required and any topics discussed will be posted to the BPA Funding Opportunity Exchange website for review by all interested applicants.

The conference will be held on March 15, 2013 from 1:30 PM to 3:00 PM Pacific Time in Room 122 of the BPA Headquarters Building, 905 NE 11th Avenue, Portland, Oregon. A call-in phone number for the conference will be provided upon written request. Please provide an email notice of your intent to participate to Matt DeLong, Financial Assistance Officer, no later than 4:00 PM Pacific time, March 12, 2013 via email to mldelong@bpa.gov.* In the subject line of the email reference “FY2014 TI Funding Opportunity Conference.” In the notice please identify your organization or firm, the participants and citizenship of each, and potential project roles. Your information will be submitted to BPA Security for review. Seating at the conference venue is limited and potential applicants are limited to two in-person participants per organization.

*Applicants attending in person are advised to allow additional time to complete the security screening process. Foreign Nationals interested in participating are encouraged to call-in to the conference rather than attend in person due to security processing lead times.

PART VII – TERMS AND CONDITIONS

Terms and conditions for Cooperative Agreements or Contracts will be provided following selection of apparent awardees. Specific terms and conditions will be reviewed and negotiated at that time. Agreements will be awarded consistent with the Bonneville Financial Assistance Instructions (BFAI). Contracts are subject to the Bonneville Purchasing Instructions (BPI). It is BPA's intent that these clauses be used interchangeably and Financial Assistance recipients and/or Contractors abide by the clause's legal requirements regardless of the use of the specific words: "contract," "contractor," "subcontractor," "grant," "cooperative agreement," "recipient," or "sub-recipient." The BFAI and BPI may be downloaded from the BPA website www.bpa.gov by selected "Doing Business."

This is not a comprehensive list of all clauses that will be included in any resultant award. The following clauses are provided to ensure applicants consider their impact on project descriptions and costs during the application process.

**REPORTING PROGRAM PERFORMANCE (4-4M)
(BFAI 4.10)(FEB 13)**

- (a) Frequency. Unusual events having a negative impact on the project should be reported to the Project Technical Representative (PTR) as soon as they are discovered. In addition, a project status report is due monthly to the PTR and Project Manager. A final report on the project must be submitted in accordance with the project description and project schedule but no later than 30 days after project completion.
- (b) Contents. A project status report template will be provided by BPA. The report should contain a comparison of the actual accomplishments to those planned for the period. If the project is not on schedule, a brief explanation of the reason is required. Unusual situations encountered which impact the costs or effectiveness of the project should be identified and explained. Other elements to report on include items such as activities/accomplishments, challenges, financial status (estimated spending and cost share), planned activities, and overall project status (green, yellow, red).

**REIMBURSEMENT PAYMENT AND FINANCIAL REPORTING REQUIREMENTS (4-6M)
(BFAI 4.10)(FEB 13)**

Payment for services performed under this award will be reimbursed by Vendor Express payment after performance of the services. Recipient requests for reimbursements, and recipient financial reporting requirements shall be made as follows:

- (1) Reimbursements. Standard Form 270, Request for Advance and Reimbursement, shall be used when requesting reimbursement for costs incurred on the project. Every request submitted to must show the Federal and non-Federal cost share, unless written authorization is provided to report compliance your cost share obligations on an alternate basis. Requests should not be made more frequently than monthly and shall be submitted to the Project Technical Representative (PTR). Requests shall be accompanied by:
 - i. A summary of the approved budget, by line item, and cumulative expenditures by line item to date. Cost share shall be reported for the period of the request and cumulative to date.
 - ii. Documentation to support payment and cost share obligations. Acceptable supporting documentation may include invoices on appropriate letterhead, time cards, travel vouchers, equipment purchase requisitions, printouts from internal financial systems, and indirect/unallowable cost justifications. Upon request by BPA, you are required to provide additional supporting documentation. BPA may deny reimbursement for any failure to comply with these requirements. Additional guidance for documentation may be obtained from the Financial Assistance Officer.

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- (2) Final Cost Report. The final cost report shall be submitted to the PTR within 90 days after the end of the effective period. It shall be submitted in the same format as the budget as awarded. The final cost report shall compare the amounts allocated in the award budget to the amounts expended for each budget element.

COST REIMBURSEMENT BASIS (4-15) (BFAI 4.10)(SEP 04)

This award is funded on a cost reimbursement basis without fee or profit, not to exceed the amount awarded as indicated on the face page and is subject to a refund of unexpended funds to BPA.

SUSPENSION OR TERMINATION (4-17) (BFAI 4.10)(SEP 04)

(a) Definitions.

- (1) "Suspension" is an action by BPA that temporarily suspends BPA support under the award pending corrective action by the Recipient or pending a decision by BPA to terminate the award.
- (2) "Termination" means the cancellation of BPA sponsorship, in whole or in part, at any time prior to the date of completion.

(b) Suspension or Termination for cause.

- (1) Notice of Suspension. Prior to issuing a suspension notice, efforts will be made by BPA and the recipient to informally resolve disagreements. If informal efforts fail, BPA may issue a notice of suspension that specifies the date on which the suspension will take effect. During the suspension, BPA may withhold further payment and prohibit the recipient from incurring additional obligations of funds pending corrective action by the recipient or a decision by BPA to terminate. BPA shall allow all necessary and proper costs that the recipient could not reasonably avoid during the period of suspension provided that they would otherwise be allowable.
- (2) Notice of Termination for Cause. Prior to issuing a termination notice, efforts will be made by BPA and the recipient to informally resolve disagreements. If informal efforts fail, BPA may issue a notice of termination that will take effect as stated in the letter. The Financial Assistance Officer shall determine the severity of the violation that caused the termination for cause, and determine what costs are appropriate for reimbursement.

(c) Termination for convenience. BPA or the recipient may request that the award be terminated in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The recipient shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. BPA shall allow full credit to the recipient for the BPA share of the noncancellable costs, properly incurred by the recipient prior to termination.

(d) Authority to issue notices. The Financial Assistance Officer is the only person authorized to suspend or terminate the award.

CHANGE OR ABSENCE OF THE PRINCIPAL INVESTIGATOR OR DESIGNATED KEY PERSONNEL (4-18) (BFAI 4.10)(SEP 04)

Since BPA funding of this project is based, to a significant extent, on the qualifications and level of participation of the Principal Investigator(s), or key personnel, a change of Principal Investigator(s), or key personnel, or their level of effort is considered a change in the approved project. The approval of BPA must be obtained prior to any change of the Principal Investigator or key personnel who have been identified as key personnel. In addition, any

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continuous absence of the Principal Investigator or key personnel in excess of 3 months, or plans for the Principal Investigator or key personnel to become substantially less involved in the project than was indicated in the approved application requires BPA prior approval. The recipient must contact the Financial Assistance Officer (FAO) immediately upon becoming aware that any of these changes are likely and must receive FAO approval before effecting any such change.

COST SHARE (4-100M) (BFAI 1.3.3)(FEB 13)

The total estimated project cost is the sum of the BPA share and the Recipient share of the estimated project costs. BPA's share may not exceed fifty percent of the project's total cost or the percentage identified in the Cost Share Budget in Unit 3, whichever is less. The Cost Share Budget constitutes the cost share requirement for this project. BPA shall not pay profit to the Recipient for performing this project.

- (a) Recipient shall maintain records of all projects costs claimed as cost sharing, including in-kind costs, as well as records of cost to be paid by BPA. Such records are subject to audit.
- (b) In the event of a change to the cost share type or source, Recipient shall provide written notification to the Financial Assistance Officer.
- (c) If Recipient discovers it may be unable to provide cost sharing of at least the amount identified in the Cost Share Budget, Recipient shall immediately provide written notification to the Financial Assistance Officer. The notification shall indicate whether you will continue or phase out the project. If you plan to continue the project, the notification must describe how replacement cost sharing will be secured or the scope will be modified to comply with the cost sharing requirement.
- (d) Failure to obtain and maintain the required level of cost share during the project period of performance is grounds for Termination. BPA may terminate this Agreement per Clause 4-17 without notice if the Recipient is unable to obtain and/or maintain the required level of cost share during the project period of performance

PERFORMANCE PERIOD (4-101M) (BFAI 4.10)(FEB 13)

- (a) The work to be performed under the Agreement shall commence on the date specified on the signature page of the Agreement or upon Agreement execution, whichever is later, and shall continue until the date specified on the signature page.
- (b) The performance period is subject to the Project Description's Project Stage Gates.
 - (1) Stage gates are decision points for deciding whether the project should continue, be delayed, stopped or re-scoped. Stage gates occur at least once before the end of a project. Stage gates are based upon the essential performance elements (breakthroughs) that have to happen for the rest of the project to be worth doing and before the project can go any further.
 - (2) BPA will authorize performance of subsequent stage gates identified in the Statement of Work. In the event a determination is made to exercise a subsequent stage gate, the Project Technical Representative (PTR) will issue a written authorization to proceed with work included in the subsequent stage gate. The PTR's stage gate authority is limited to stage gates that have been funded by the Agreement or Modification to the Agreement.
 - (3) Reallocation of funds between stage gates requires the written approval of the FAO. The Recipient shall submit any reallocation requests through the PTR.
 - (4) The decision to exercise a stage gate is a unilateral option reserved for BPA.
- (c) The performance period may be extended via bi-lateral modification.

**CERTIFICATION, DISCLOSURE, AND LIMITATION REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (3-3)
(SEP 98)(BPI 3.5.6)**

(a) As used in this clause:

"Covered Federal action" means:

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

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

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

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

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

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

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

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

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

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

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

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

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- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, Standard Form-LLL, Disclosure of Lobbying Activities, to the Contracting Officer.
- (3) He or she will include the language of this certification in all subcontract awards at any tier and that all sub-recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, U.S. Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10, 000 and not more than \$100,000 for each such failure.
- (d) A contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using non appropriated funds (to include profits from any covered Federal action), which would be prohibited under this clause if paid for with appropriated funds.
- (e) The contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (b) of this clause. An event that materially affects the accuracy of the information reported includes--
 - (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
 - (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (f) The contractor shall require the submittal of a certification, and if required, a disclosure form, by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.
- (g) All subcontractor disclosure forms (but not certifications), shall be forwarded from tier to tier until received by the prime contractor. The prime contractor shall submit all disclosure forms to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding contractor.
- (h) Any person who makes an expenditure prohibited under this clause or who fails to file or amend the disclosure form to be filed or amended by this clause shall be subject to a civil penalty as provided by 31 U. S. Code 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

DRUG-FREE WORKPLACE (3-6) (SEP 98)(BPI 3.6.4)

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

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

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

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

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

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

(c) The Contractor, if other than an individual, shall -- within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration); or as soon as possible for contracts of less than 30 calendar days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an on-going drug-free awareness program to inform such employees about--

(A) The dangers of drug abuse in the workplace;

(B) The contractor's policy of maintaining a drug-free workplace;

(C) Any available drug counseling, rehabilitation, and employee assistance programs; and

(D) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (c)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (c)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(A) Abide by the terms of the statement; and

(B) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Notify the Contracting Officer in writing within ten (10) days after receiving notice under subdivision (c)(4)(B) of this clause, from an employee, or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subparagraph (c)(4)(B) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(A) Taking appropriate personnel action against such employee, up to and including termination; and/or

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- (B) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (c)(1) through (c)(6) of this clause.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (c) of this clause may, pursuant to BPI 3.6.3 render the contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

SUBCONTRACTING WITH DEBARRED OR SUSPENDED ENTITIES (11-7) (DEC 12) (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:
 - (i) A commercial item (as defined in BPI 1.8);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) 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.

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

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

HOMELAND SECURITY (14-17) (DEC12)(BPI 14.18.3)

- (a) If any portion of the Contractor's maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to BPA to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. BPA will notify the Contractor in writing whether or not it can allow an intangible export of BPA's Critical Information or if a Deemed Export License is required.

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- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to BPA Critical Information. BPA will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify BPA's Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with BPA in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. BPA may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

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

Note: Applicability of this clause will depend on whether a contractor's software will operate on, or come in contact with, BPA's systems or networks or where a contractor has access to BPA information or data.

- (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.

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

Note: Applicability of this clause will depend on whether a contractor/recipient intends to share information/data that must be protected. This clause is intended to replace any need for an NDA for contractor/recipient provided information/data.

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to BPA. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to BPA.

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- (b) BPA shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. BPA shall give such Information at least such protection as BPA gives its own information and data of the same general type, but in no event less than reasonable protection. BPA shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. BPA shall not disclose the Contractor's Information to any person other than those of BPA's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). BPA shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as BPA itself is required to give such Information under this contract. BPA's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:
- (1) has become a matter of public knowledge other than through an act or omission of the BPA;
 - (2) has been made known to BPA by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of BPA prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) BPA is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by BPA from information not defined as "Information" in this contract;
or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).
- (c) BPA shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

AUTHORIZATION AND CONSENT-RESEARCH, DEVELOPMENT, AND DEMONSTRATION CONTRACTS

(17-1.1)

(OCT 11)(BPI 17.6.4.1.1)

- (a) BPA authorizes and consents to all use and manufacture of any invention described in and covered by a United States patent in the performance of this contract or any subcontract at any tier.
- (b) The terms of this clause shall apply to subcontracts at any tier whether or not incorporated into such subcontracts.

PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (17-2.1)

(OCT 11)(BPI 17.4.1.1, BPI 17.5.2.8.1)

- (a) Contractor's rights.
- (1) Ownership. The Contractor may retain ownership of each subject invention throughout the world in accordance with the provisions of this clause.
 - (2) License. The Contractor shall retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, unless the Contractor fails to disclose the invention within the times specified in paragraph (b) of this clause. The Contractor's license extends to any domestic subsidiaries and affiliates within the corporate structure of which the Contractor is a part, and includes the right to grant sublicenses to the extent the Contractor was legally obligated to do so at contract award. The license is transferable only with the written approval of the agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(b) Contractor's obligations.

- (1) The Contractor shall disclose in writing each subject invention to the CO within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure shall identify the inventor(s) and this contract under which the subject invention was made. It shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention. The disclosure shall also identify any publication, on sale (i.e., sale or offer for sale), or public use of the subject invention, or whether a manuscript describing the subject invention has been submitted for publication and, if so, whether it has been accepted for publication. In addition, after disclosure to the agency, the Contractor shall promptly notify the CO of the acceptance of any manuscript describing the subject invention for publication and any on sale or public use.
- (2) The Contractor shall elect in writing whether or not to retain ownership of any subject invention by notifying the Contracting Officer within 2 years of disclosure to the agency. However, in any case where publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.
- (3) The Contractor shall file either a provisional or a non-provisional patent application on an elected subject invention within 1 year after election. However, in any case where a publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the Contractor shall file the application prior to the end of that statutory period. If the Contractor files a provisional application, it shall file a non-provisional application within 10 months of the filing of the provisional application. The Contractor shall file patent applications in additional countries or international patent offices within either 10 months of the first filed patent application (whether provisional or non-provisional) or 6 months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
- (4) The Contractor may request extensions of time for disclosure, election, or filing under paragraphs (b)(1), (b)(2), and (b)(3) of this clause.

(c) Government's rights—

- (1) Ownership. The Contractor shall assign to the agency, on written request, title to any subject invention—
 - (A) If the Contractor fails to disclose or elect ownership to the subject invention within the times specified in paragraph (b) of this clause, or elects not to retain ownership; provided, that the agency may request title only within 60 days after learning of the Contractor's failure to disclose or elect within the specified times.
 - (B) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (b) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (b) of this clause, but prior to its receipt of the written request of the agency, the Contractor shall continue to retain ownership in that country.
 - (C) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.
- (2) License. If the Contractor retains ownership of any subject invention, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world.

(d) Contractor action to protect the Government's interest.

- (1) The Contractor shall execute or have executed and promptly deliver to the agency all instruments necessary to—

- (A) Establish or confirm the rights the Government has throughout the world in those subject inventions in which the Contractor elects to retain ownership; and
 - (B) Assign title to the agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection for that subject invention in any country.
- (2) The Contractor shall require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in the Contractor's format, each subject invention in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, as to the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
- (3) The Contractor shall notify the Contracting Officer of any decisions not to file a nonprovisional patent application, continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response or filing period required by the relevant patent office.
- (4) The Contractor shall include, within the specification of any United States nonprovisional patent and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the agency). The Government has certain rights in the invention."
- (e) Reporting on utilization of subject inventions. The Contractor shall submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining utilization of the subject invention that are being made by the Contractor or its licensees or assignees. The reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and other data and information as the agency may reasonably specify. The Contractor also shall provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (f) of this clause. The Contractor also shall mark any utilization report as confidential/proprietary to help prevent inadvertent release outside the Government. As required by 35 U.S.C. 202(c)(5), the agency will not disclose that information to persons outside the Government without the Contractor's permission.
- (f) March-in rights. The Contractor acknowledges that, with respect to any subject invention in which it has retained ownership, the agency has the right to require licensing pursuant to 35 U.S.C. 203 and 210(c), and in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency in effect on the date of contract award.
- (g) Subcontracts. The Contractor shall include the substance of this clause in all subcontracts.

**RIGHTS IN DATA-- CREATION OF NEW WORK (17-5.1)
(OCT 11)(BPI 17.5.4.1.1)**

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

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

**PATENT AND COPYRIGHT INFRINGEMENT NOTICE (17-13)
(OCT 11)(BPI 17.6.4.3.1.1)**

- (a) The Contractor shall report to the CO, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.
- (b) In the event of any claim or suit against BPA on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to BPA, when requested by the CO, all evidence and information in the Contractor's possession pertaining to such claim or suit. **Such evidence and information shall be furnished at the expense of BPA except where the Contractor has agreed to indemnify BPA.**
- (c) The terms of this clause shall apply to subcontracts at any tier whether or not incorporated into such subcontracts.

PART VIII – DEFINITIONS/ACRONYMS

"Applicant" means an entity that files a written application for financial assistance with BPA or with a recipient, i.e., for a subaward.

"Application" means a written document from an applicant that contains details of the project or program for which they are seeking BPA's financial assistance and support.

"Award" means the written instrument executed by a BPA Financial Assistance Officer (FAO) after an application is approved, which contains the terms and conditions for providing financial assistance to the recipient. "Award" can refer to any of the specific instruments referred to in the BFAI. An award authorizes funds for a specific project.

"BFAI" means Bonneville Financial Assistance Instructions.

"BPA" means Bonneville Power Administration

"BPI" means the Bonneville Purchasing Instructions.

"Contract" means a legal instrument reflecting an agreement between BPA and a contractor whenever the principal purpose of the instrument is the acquisition by purchase or lease of goods or services for the direct use or benefit of BPA.

"Cooperative agreement" means a legal instrument reflecting a relationship between BPA and a State or local government or other recipient whenever:

- (1) the principal purpose of the relationship is the transfer of money, property, services, or anything of value to the State, local government, tribe or other recipient to accomplish a public purpose of support or stimulation authorized by Federal statute, rather than acquisition, by purchase, lease, or barter, of property or services for the direct benefit or use of BPA; and,
- (2) substantial involvement is anticipated between BPA and the State, local government, tribe or other recipient during performance of the activity. (31 U.S.C. 6305)

"Cooperative Research and Development Agreements" (CRADA) is when a partner and BPA intend to collaborate on a project. It protects a company's and BPA's existing intellectual property, and allows the company to negotiate for an exclusive field-of-use license to subject inventions that arise during the CRADA's execution, and BPA to maintain license rights to those inventions. The primary type is that of Shared Resources: A joint research project between BPA and a partner to develop, advance, or commercialize BPA-developed or BPU utilized technology without funds changing hands.

"FCRPS" means the Federal Columbia River Power System.

"Field Representative" or "FR" means the individual who has been delegated responsibility by the Financial Assistance Official (FAO) for inspecting the project for compliance with plans and specifications. The field representative is not authorized to make changes to the award, direct the recipient to take specific actions, issue stop or resume work orders. Field representatives work under the direct supervision of the FAO and Project Technical Representative (PTR).

"Financial assistance" means any form of assistance instrument where the principal purpose of the relationship is the transfer of money, property, services or anything of value to a recipient in order to accomplish a public purpose of support or stimulation authorized by Federal statute rather than of acquisition, by purchase, lease, or barter, of property or services for the direct benefit or use of BPA. Specific types of financial assistance instruments include, but are not limited to, grants, cooperative agreements, and loans.

"Financial Assistance Officer" (FAO) means a BPA employee who possesses the delegated authority to obligate BPA funds through the use of financial assistance instruments.

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"Financial Assistance Officer's Representative" or "FAOR" means the individual designated by the FAO to perform administrative work connected with the award.

"Financial Status Report" (FSR) means a periodic report regularly provided to the FAO or PTR to enable supervision of the recipient's project implementation and success.

"FY" means Fiscal Year. BPA's fiscal years begins October 1st and continues until September 30th of the following year.

"Gap" means a utility need that is not met today or will not be met in the future with the technology currently in service.

"Government" means a State or local government or a federally-recognized Indian Tribal Government.

"Grant" means a legal instrument reflecting a relationship between BPA and a State or local government or other recipient whenever:

(1) the principal purpose of the relationship is the transfer of money, property, services, or anything of value to the State, local government, tribe or other recipient in order to accomplish a public purpose of support or stimulation authorized by Federal statute, rather than acquisition, by purchase, lease, or barter, of property or services for the direct benefit or use of BPA; and,

(2) no substantial involvement is anticipated between BPA and the State, local government, tribe or other recipient during performance of the contemplated activity. (31 U.S.C. 6304.)

"Grantee." See Recipient.

"Local government" means a county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of government (whether or not incorporated as a nonprofit corporation under state law), any other regional or interstate government entity, or any agency or instrumentality of a local government.

"Negotiation" means the process through which BPA and the applicant establish mutual agreement as to project purpose, definition, timing, BPA's role in the project, and the resources appropriate to support and carry out the project.

"PNW" means the "Pacific Northwest" (as defined by the Northwest Power Act, 16 U.S.C. § 839a(14)) section 3(14), "the area consisting of the states of Oregon, Washington, and Idaho, the portion of the State of Montana west of the Continental Divide, and such portions of the States of Nevada, Utah, and Wyoming as are within the Columbia River drainage basin and any contiguous areas, not in excess of seventy-five air miles from the area referred to in (the Act), which are a part of the service area of a rural electric cooperative customer served by the (BPA) Administrator."

"Participant" means a non-Federal party which receives financial assistance by means of a cooperative agreement. At BPA the term "recipient" is used in lieu of "participant."

"Principal Investigator" means a person designated by the recipient in the award document as necessary to understand the goals of the project, direct and manage the project, and whose participation is required for successful completion of the project.

"Program Office" means the office that determines major program goals and policies, and allocates funds, personnel, and other resources among the programs for which it is responsible, and determines other major facets of the financial assistance effort.

"Project Technical Representative" or "PTR" means the individual designated by the FAO to perform technical award administration activities on behalf of the FAO within limits specified by the FAO.

“R&D” means Research and Development investigations in the following areas:

- Basic Research - research directed toward increasing knowledge in science. The primary aim of basic research is to develop a more complete understanding of the subject under study.
- Applied Research – is the effort that normally follows basic research. It attempts to determine and exploit the potential of scientific discoveries or improvements in technology, materials, processes, methods, devices or techniques. It attempts to advance the state of the art.
- Advanced Development - all effort directed toward projects that have moved into development of hardware for test. The prime result of this type of effort is proof of design concept rather than the development of hardware for service use.
- Demonstration – field tests

"Recipient" means the organization that receives a financial assistance award from BPA and is financially accountable for the use of any BPA funds or property provided for the performance of the project, and is legally responsible for carrying out the terms and conditions of the award.

“SOQ” means a Statement of Qualifications.

“Stage Gate” means a critical GO/STOP decision point. It occurs at least once within a fiscal year. Its occurrence is based upon the essential performance elements that have to happen for the rest of the project to be worth doing and before the project can go any further (see Appendix II for further details).

"State" means any of the several States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, any territory or possession of the United States, or any agency or instrumentality of a State exclusive of local governments.

APPENDIX I – BUDGET WORKBOOK INFORMATION

The Microsoft Excel Budget Workbook attached with the FOA must be filled out in its entirety. Instructions for completing each worksheet are included on the BPA Exchange website.

APPENDIX II – STAGE GATE GUIDANCE

Definition

Stage Gates are decision points for deciding whether the project should go ahead or be stopped. Stage gates occur at least once before the end of a project. Its occurrence is based upon the essential performance elements that have to happen for the rest of the project to be worth doing and before the project can go any further.

Guidance

1. Every project has to have at least two stage gates during each fiscal year. This is in addition to the requirement of presenting project status during the Technology Innovation Summit Week (described below).
2. Have the riskiest sorts of project elements done early in the project life.
3. The project proposer should view the whole project and determine if there are critical elements that can be done early. It's important to know early in the project life whether or not there are any "show stoppers." Fail early – fail cheap.
4. The stage gate review process is performed by members of the project team including the Financial Assistance Officer/Project Technical Representative (Contracting Officer/Contracting Officer's Technical Representative for contracts), project manager, subject matter expert, and Technology Innovation Project Management Officer. At a minimum the Project Technical Representative (or Contracting Officer's Technical Representative), Project Manager, and Project Management Officer should be involved in the stage gate review and decision. Criteria should be designed to answer salient questions such as:
 - Have critical technical milestones been met?
 - Is project on time and within budget?
 - Does the concept still have potential to provide the anticipated benefits?
5. Each gate requires quantitative and/or qualitative criteria. For example:
 - If project Task 1 does not meet a specific testing specifications then the probability of not being able to design product feature "A" quadruples. This puts the project at an unacceptable risk; therefore the best business decision is to stop the project.
 - During Phase 1 an environmental assessment proved to be in conflict with the BPA need to provide value to the region, therefore the project was stopped.
 - Before performing a detailed design of the demonstration project, a feasibility study was conducted to determine the material costs. The study learned that certain materials were in extreme short supply causing the preliminary estimates of the material costs to be severely conservative. The newly revised costs resulted in a negative cost/benefit. The project was stopped.

Technology Innovation Summit Week

In addition to the stage gate decision points, project progress is evaluated during the Technology Innovation Summit Week. Like a stage gate, decisions about whether the project should move forward or be stopped are also made at this time. The TI Summit Week occurs during the second FY quarter. This allows the project sufficient time to gain traction, meet deliverables, and provide a project progress report. During the week, project presentations are provided by the principal investigators and should include project status, issues, next steps, financial status, etc. The recipient should figure any associate travel costs into the project budget. Presentation templates and instructions will be provided after award but applicants should build in adequate time to prepare a thorough presentation. Presentations will be made to the Technology Confirmation/Innovation Council who performs this annual review of funded projects and makes decisions about continued funding and project support.

APPENDIX III – PROJECT DESCRIPTION CONTENTS

The Applicant's Project Description shall address each of the following topics in the sequence presented below. **All tasks and deliverables anticipated to be accomplished in future fiscal years should be clearly marked as such. Budgets and work will be approved per fiscal year.**

1. Goal and Scope of this Agreement

The general objective and goal of the agreement should be outlined in a few brief sentences. This section includes the technology area to be investigated, objectives/goals, and major milestones for the effort. Provide a brief overview of the technology development effort and describe why it is being pursued, what is intended to be accomplished, and what aspect of the Technology Roadmap and Focus Area(s) (if applicable) is being addressed.

2. Background

This section includes any information, explanations, or constraints that are necessary in order to understand the technical requirements presented in the Project Description. It may include techniques previously tried and found ineffective.

3. Location of Project (required only if work is site-specific)

The location of the project should be described. For example, "This project will be performed in the BPA service area of the Pacific Northwest," "This project will be performed at BPA Headquarters in Portland, Oregon," or a similar statement. If available, maps depicting possible site-specific project locations should be included with the application.

4. BPA-Furnished Property, Information or Services (As proposed by the Applicant and to be approved by BPA)

Indicates the nature and extent of property, data, or services to be provided to the applicant by BPA in support of this agreement. Describe the format in which any data is transferred to BPA. Also provide the location at which the property, data, or services will be delivered to the applicant, and the date and time it will be provided, in the format below:

<u>Description</u>	<u>Point of Delivery</u>	<u>Date</u>
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5. Recipient-Furnished Property or Service

The recipient is required to provide all property and services in support of this agreement, except those mentioned under Section 4 above. *In addition to physical property, include a listing of any proprietary data and software to be used on the project, as well as any patent applications related to the subject of the project.* The main purpose of this section is to point out major property or services which may be unique in nature.

6. Definitions and Acronyms

New terms or acronyms within the project description, particularly those of a specialized or technical nature, should be defined in this section. It is not necessary to define such common terms as BPA, Regional Act, etc.

7. Documentation

Specifications and standards (either Federal or industry-wide) which are to be used in the performance of the project are listed here, for incorporation by reference into the agreement.

8. General Requirements

A one paragraph description of the general requirements to be accomplished in this agreement should be provided here, expanding on the description in Section 1 above. A clear statement of the tasks to be performed in reaching these objectives.

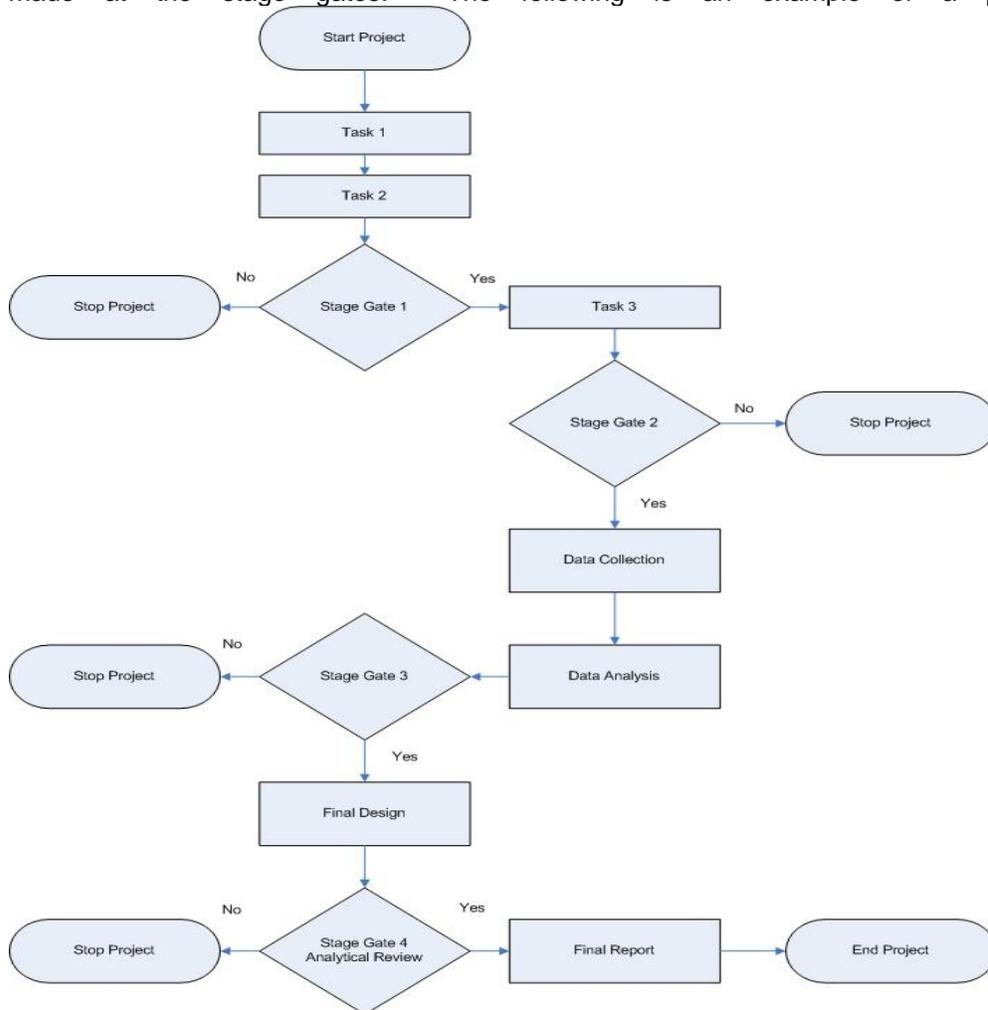
9. Specific Requirements

Describe the area of investigation or research required in performing the identified tasks.

The specific steps or activities to be accomplished by the recipient which will address the TI Funding Opportunity announcement objectives should be described in sufficient detail. If BPA approval or review is required at specific points, they should be defined in this section. In general, this section should include the following:

- A. A clear identification of the objectives or technical problem toward which the recipient's efforts are to be directed.
- B. A detailed description of tasks that represent the work to be performed. This portion of the Project Description shall be developed in an orderly progression and in enough detail to establish the feasibility of accomplishing the overall project goals. The work effort should be segregated into major tasks and identified separately in numbered paragraphs. Each numbered major task shall delineate, by subtask, the work to be performed, and any deliverable items. If the application includes a phased approach, specify such and present specific tasks with each phase. If there is parallel performance of several broad but definable tasks, describe them and develop specific task statements for each. The Project Description shall contain every task and must be definitive, realistic and clearly stated.
- C. Project Management Protocols: Include items that help to clarify and structure the project. These would include the following:
 - i) Communications plan: Identify the project communication protocols. Explain how the project team members, sponsors, and stakeholders will be informed. Describe the stakeholder's reporting requirements.
 - ii) Contingency plan: Thinking ahead, what could happen that may change the original project plan? If that happens, how could the project plan be changed to still achieve the project objectives? This may be a logical place to insert a stage gate decision point (refer to Appendix II for a guidance about stage gates).
 - iii) Identify Stage Gates: These are STOP/GO decision points. Criteria for determining success at each stage gate is required.(refer to Appendix II for a detailed description of stage gates)

iv) Include a Process Flow Chart that depicts the overall flow of the work and the major decisions that will be made at the stage gates. The following is an example of a process flow chart.



vi) Technology Transfer. BPA understands an expected outcome is not always certain in a research and development effort. In the event of a successful outcome, consider the potential for application at BPA and provide a preliminary technical transfer plan, e.g., what would be involved with moving from research and development to application? Identify any intellectual property, data, software, or hardware that could be included in this transfer.

D. Deliverables

General deliverable requirements include but are not limited to:

- All supporting data in an electronic format acceptable to BPA;
- Expected functionality and support of any hardware and/or software as applicable along with full documentation of its use and repair, as acceptable to BPA;
- Expected performance standards;
- How the proposed project will be integrated into BPA’s Power Delivery System;
- How established utility processes and procedures will be impacted;
- The appropriate testing and/or evaluation methodology if applicable; and,
- A final report including next steps for the project or potential follow-on projects.

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Specific material items which are to be delivered to BPA should be listed in this section. Deliverables could be specific products such as working prototypes, models, computer disks or printouts, copies of a publication or a report, presentation of workshops or briefings, test plans, specifications, drawings, test data, or other types of measurable results. Clearly identify deadlines for approval by BPA (determined by recipient's capabilities and nature of work; usually about 4 weeks) in the schedule. All data items shall be traceable to specific tasks defined in the Project Descriptions.

Identify any and all hardware/software to be delivered to BPA as a result of the effort. Specify BPA acceptance criteria for each deliverable, product or tangible result that you expect from each task, phase or area of work at agreement completion. Define criteria for establishing or indicating that a specific stage gate or phase has been completed. List the deliverables that result from the stage gate or phase tied to the execution schedule. Identify all reviews and when/where they will be conducted.

When project needs are divisible into logical and identifiable stages of accomplishment, BPA will require completion and approval of each successive stage before proceeding to the next.

E. Time Schedule

In addition to the Gantt or PERT chart specified in section iv. above, a specific time schedule shall be provided in the Project Description. Time schedules shall include chronological listings of the specific tasks detailed under B above. If BPA's approval is needed for a particular action, that activity shall be identified in the schedule. *Schedules shall be expressed in days per task and elapsed days after award, not in specific calendar dates.* A typical schedule may be formatted as follows:

Tasks	# of Work Days	Elapsed Calendar Days After Project Start
<i>Project Start - Pre-Award/Contract Execution</i>		
Task 1 – Short Description	20	28
Task 2 – Short Description	20	56
Task 3 – Short Description	10	70
Task 4 – Short Description	10*	70
Task 5 – Short Description	45	133
<i>State Gate 1 – approval required</i>	10	147
Task 6 – Short Description	20	175
Task 7 – Short Description	30	217
Task 8 – Short Description	30	259
<i>Stage Gate 2 – approval required</i>	10	273
Task 9 – Short Description	35	322
Task 10 – Short Description	20	350
Task 11 – Short Description	60	434
<i>Stage Gate 3 – approval required</i>	10	448
Task 12 – Short Description	60	532
Task 13 – Final Report, Tech Transfer, and Closeout	45	595
<i>Project Completion</i>	-	595

*Indicates concurrent task

11. Technical Exhibits

Voluminous and detailed data required to provide BPA with sufficient information to evaluate the Project Description should be appended as exhibits.

APPENDIX IV – TECHNOLOGY READINESS LEVELS (TRL)

TRL 1 – Basic principles observed and reported: Transition from scientific research to applied research. Essential characteristics and behaviors of systems and architectures. Descriptive tools are mathematical formulations or algorithms.

TRL 2 – Technology concept and/or application formulated: Applied research. Theory and scientific principles are focused on specific application area to define the concept. Characteristics of the application are described. Analytical tools are developed for simulation or analysis of the application.

TRL 3 – Analytical and experimental critical function and/or characteristic proof-of-concept: Proof of concept validation. Active Research and Development (R&D) is initiated with analytical and laboratory studies. Demonstration of technical feasibility using breadboard or brassboard implementations that are exercised with representative data.

TRL 4 – Component/subsystem validation in laboratory environment: Standalone prototyping implementation and test. Integration of technology elements. Experiments with full-scale problems or data sets.

TRL 5 – System/subsystem/component validation in relevant environment: Thorough testing of prototyping in representative environment. Basic technology elements integrated with reasonably realistic supporting elements. Prototyping implementations conform to target environment and interfaces.

TRL 6 – System/subsystem model or prototyping demonstration in a relevant end-to-end environment (ground or space): Prototyping implementations on full-scale realistic problems. Partially integrated with existing systems. Limited documentation available. Engineering feasibility fully demonstrated in actual system application.

TRL 7 – System prototyping demonstration in an operational environment (ground or space): System prototyping demonstration in operational environment. System is at or near scale of the operational system, with most functions available for demonstration and test. Well integrated with collateral and ancillary systems. Limited documentation available.

TRL 8 – Actual system completed and "mission qualified" through test and demonstration in an operational environment (ground or space): End of system development. Fully integrated with operational hardware and software systems. Most user documentation, training documentation, and maintenance documentation completed. All functionality tested in simulated and operational scenarios. Verification and Validation (V&V) completed.

TRL 9 – Actual system "mission proven" through successful mission operations (ground or space): Fully integrated with operational hardware/software systems. Actual system has been thoroughly demonstrated and tested in its operational environment. All documentation completed. Successful operational experience. Sustaining engineering support in place.