



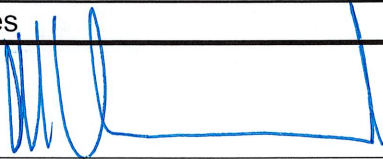
BLANKET FINANCIAL ASSISTANCE
AGREEMENT

Contract ID 00084063

Contract Release 00000

Terms 15

Mail Invoice To:
See individual task orders

Please Direct Inquiries To: DANIEL AFFONSO Title CONTRACT SPECIALIST Phone: 503-230-5918 Fax		Vendor: MIKE EDMONDSON OFFICE OF SPECIES CONSERVATION PO BOX 83720 BOISE ID 83720-0195	
Title FINANCIAL ASSISTANCE MASTER AGREEMENT -EF&W			
Contract Value			
Total Value \$.00 USD			
Pricing Method NO FUNDS OBLIGATED		Start Date 9/2/2022	
Contract Type BLANKET FINANCIAL ASSISTANCE AGREEMENT		End Date 8/31/2032	
Signatures			
 Vendor Authorized Signature ADMINISTRATOR MICHAEL R. EDMONDSON Printed Name/Title SEP 08 2022 Date Signed 208-334-2189 Phone		LAURA SURBROOK Digitally signed by LAURA SURBROOK Date: 2022.09.08 12:09:37 -07'00' Authorized Signature Laura Surbrook, Contracting Officer Printed Name/Title 9/08/2022 Date Signed 503-230-3406 Phone	



DEPARTMENT OF ENERGY
Bonneville Power Administration
P.O. BOX 3621 • PORTLAND, OREGON 97208-3621



CONTINUATION PAGE
BLANKET FINANCIAL ASSISTANCE AGREEMENT (BFAA) NO. 84063-000
RECIPIENT - IDAHO GOVERNOR'S OFFICE OF SPECIES CONSERVATION

Contracting Officer's Representative (COR)	TBD at task order level	NA	NA
Contracting Officer (CO)	Laura Surbrook	503-230-3406	lsurbrook@bpa.gov
Contract Specialist (CS)	Daniel Affonso	503-230-5918	dxaffonso@bpa.gov

1. Upon signature by the BPA Contracting Officer and the recipient, this BFAA is hereby issued and consists of the following:
 - Signature page
 - Continuation page
 - Terms and Conditions
 - Project Description
2. The performance period is from 09/02/2022 through 08/31/2032.
3. Each task order from this BFAA shall specify the award type (Grant or Cooperative Agreement) and pricing method (Fixed Cost, Cost Reimbursement or Advanced Payment).
4. The recipient shall provide evidence it has obtained motor vehicle liability insurance covering bodily injury and property damage, with limits of liability as required or approved by the agency, protecting the recipient and the Government against third- party claims arising from the ownership, maintenance, or use of an interagency fleet management system vehicle (IFMS).
5. The recipient shall establish and enforce suitable penalties for their employees who use or authorize the use of Government vehicles for other than performance of BPA Financial Assistance awards (see 41 CFR 101-38.301-1).
6. The recipient shall assume, without the right of reimbursement from the Government, the cost or expense of any use of interagency fleet management vehicles (IFMS) and services not related to the performance of the task orders under this BFAA.

Clauses

GENERAL CLAUSES

CLAUSE 1 REGULATIONS APPLICABLE TO BPA FINANCIAL ASSISTANCE (JUL 2017)

The Bonneville Power Administration's financial assistance function is managed and executed solely in accordance with the Bonneville Financial Assistance Instructions (BFAI). The BFAI is available on the Internet at www.bpa.gov/goto/BFAI.

CLAUSE 2 LEGAL AUTHORITY AND EFFECT (JUL 2017)

A BPA financial assistance award, and any modification of such financial assistance award, is valid only if it is in writing and is signed, either in writing or electronically, by a Contracting Officer.

CLAUSE 3 NON-ASSIGNABILITY (JUL 2017)

This financial assistance award may not be transferred, assigned, or assumed, by operation of law or otherwise, without the prior written consent of the Contracting Officer.

CLAUSE 4 COMPLIANCE WITH FEDERAL, STATE, AND MUNICIPAL LAW (JUL 2017)

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this financial assistance award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this financial assistance award.

CLAUSE 5 INCONSISTENCY WITH FEDERAL LAW (JUL 2017)

Any apparent inconsistency between Federal Law(s) and the BFAI, and the terms and conditions of this financial assistance award must be immediately referred to the Contracting Officer for resolution through a written notification providing the following information:

- (a) The Recipient's award number;
- (b) The name and contact information (postal address, telephone number, and email address) for the individual(s) to whom the Contracting Officer should direct any inquiries regarding this matter; and
- (c) A detailed description of the apparent inconsistency.

CLAUSE 6 BLANKET FINANCIAL ASSISTANCE AGREEMENT (M) (JUL 2021)

- (a) This is a Blanket Financial Assistance Agreement, from which Task Orders will be issued with fixed-priced, cost reimbursement, or cost share requirements.
- (b) Each Task Order will specify the agreement type and will include but is not limited to unique terms applicable to that specific Task Order, a Statement of Work detailing work elements/requirements, and a line item Budget related to the work elements/requirements.

CLAUSE 7 CONTRACTING OFFICER'S REPRESENTATIVE (OCT 2018)

The Contracting Officer's Representative (COR) is the authorized representative of the Contracting Officer (CO) for technical actions performed in relation to the award. This includes the functions to review the work performed and interpretation of technical program requirements.

The COR is not authorized to act for the CO in the following matters: modifications that change the amount of award, technical requirements, or time for performance, suspension or termination of the Recipient's right to proceed; and final decisions on any matters subject to appeal.

CLAUSE 8 FIELD REPRESENTATIVE (OCT 2018)

The Field Representative (FR) will be appointed by the Contracting Officer (CO) or the Contracting Officer's Representative (COR) and is authorized by the CO or COR for reviewing project accomplishments and Recipient's technical reports, and interpretation of award requirements.

The Field Representative (FR) is not authorized to act in the following matters:

- (a) Modifications that change the award amount or general direction of the project;
- (b) Suspension or termination of the recipient's right to proceed;
- (c) Approval of financial requests and reports; and
- (d) Final decisions on any matters subject to appeal.

CLAUSE 9 CHANGE OR ABSENCE OF THE PRINCIPAL INVESTIGATOR OR DESIGNATED KEY PERSONNEL (JUL 2017)

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 designated 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 continuous absence of the Principal Investigator or key personnel in excess of three 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's prior approval. The

Recipient must contact the Contracting Officer (CO) and Contracting Officer's Representative (COR) immediately upon becoming aware that any of these changes are likely and must receive CO approval before effecting any such change.

CLAUSE 10 FEDERAL STEWARDSHIP (OCT 2018)

BPA will exercise Federal stewardship in overseeing the project activities performed under this financial assistance award. Stewardship activities include, but are not limited to, conducting site visits, reviewing performance and financial reports, providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project, assuring compliance with terms and conditions of the financial assistance award, and reviewing technical performance during and after project completion to ensure that the financial assistance award objectives are being/have been accomplished.

- (a) Review Meetings. The Recipient, including but not limited to the Principal Investigator (or, if applicable, co-Principal Investigators), is required to participate in periodic review meetings with BPA. Review meetings enable BPA to assess the work performed under this financial assistance award and determine whether the Recipient has timely achieved the technical milestones and deliverables stated in this financial assistance award.

BPA shall determine the frequency of review meetings and select the day, time, and location of each review meeting.

For each review meeting, the Recipient is required to provide a comprehensive overview of the project, including:

- (1) The Recipient's technical progress compared to the schedule of technical milestones and deliverables stated in Attachment 8 to this financial assistance award;
- (2) The Recipient's actual expenditures compared to the approved budget in this financial assistance award; and
- (3) Other subject matter specified by BPA.

- (b) Project Meetings. The Recipient is required to notify BPA in advance of scheduled project meetings and tests. Upon request by BPA, the Recipient is required to provide BPA with reasonable access (by telephone, webinar, or otherwise) to the project meetings and tests. The Recipient is not expected to delay any work under this financial assistance award for the purpose of government insight.

- (c) Site Visits. BPA's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems; inspect property and records relating to this financial assistance award; and to provide technical assistance, if required. The Recipient must provide, and must require its subrecipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of BPA's representatives in the performance of their duties. To the maximum extent practicable, BPA will perform site visits and evaluations in a manner that does not unduly interfere with or delay project work.

CLAUSE 11 SUBSTANTIAL INVOLVEMENT (OCT 2018)

- (a) Substantial Involvement Generally. BPA has substantial involvement in work performed under this financial assistance award, as described below.

- (1) The Recipient must adhere to BPA's agency-specific and programmatic requirements.
 - (2) BPA may intervene at any time in the conduct or performance of work under this financial assistance award.
 - (3) BPA does not limit its involvement to the administrative requirements of this financial assistance award. Instead, BPA has substantial involvement in the direction and redirection of the technical aspects of the project as a whole.
 - (4) BPA may modify or terminate projects that fail to achieve predetermined Go/No Go decision points or technical milestones and deliverables.
- (b) Go/No Go Decisions. Financial assistance award establishes "Go/No Go" decision points. For each "Go/No Go" decision point, the BPA Contracting Officer must determine whether the Recipient has fully and satisfactorily completed the work described in this financial assistance award. As a result of a Go/No Go review, BPA may, at its discretion, authorize the following:
- (1) Continuation of the project;
 - (2) Recommend redirection of work under the project;
 - (3) Place a hold on the project, or portions thereof, pending further supporting data;
 - (4) Suspend or terminate the financial assistance award due to noncompliance with the terms and conditions of the financial assistance award; or
 - (5) Other appropriate actions.
- (c) Technical Milestones and Deliverables. The financial assistance award establishes technical milestones and deliverables. If the Recipient fails to achieve any technical milestones and deliverables, BPA may, at its discretion, renegotiate the statement of project objectives or schedule of technical milestones and deliverables. In the alternative, BPA may deem the Recipient's failure to achieve these technical milestones and deliverables to be noncompliance with the terms and conditions of this financial assistance award and suspend or terminate the financial assistance award.
- (d) Technology Transfer and Outreach. BPA may provide guidance and/or assistance to the Recipient to accelerate the commercial deployment of BPA-funded technologies.
- (e) General Release. The Recipient understands that any technical or other guidance or assistance provided by BPA may result in positive or negative outcomes and may have unintended or unanticipated consequences. The Recipient agrees to release the Federal Government, Federal officers and employees, contractors, and agents from any and all liability, responsibility, and claims arising out of or relating to technical or other guidance or assistance under this financial assistance award.

CLAUSE 12 NONDISCLOSURE AND CONFIDENTIALITY AGREEMENTS ASSURANCES (JUL 2017)

By entering into this financial assistance award, the Recipient attests that it does not require its employees or contractors to sign nondisclosure or confidentiality agreements which prohibit or otherwise restrict signatories from reporting the following to the DOE Inspector General:

- (a) A violation of law, rule, or regulation;
- (b) Mismanagement, waste, fraud, abuse; or
- (c) A substantial and specific danger to public health or safety.

CLAUSE 13 FOREIGN WORK AND TRAVEL (JUL 2021)

- (a) Performance of Work in the United States, and Canada. All work under this award must be performed in the United States, and/or Canada unless the Recipient receives advance written authorization from BPA to perform certain work elsewhere. If the travel location is expressly described in the SOW and Budget of the award, receipt of the financial assistance award shall be considered to be written authorization by the CO.
- (b) All other travel not specified in part (a): The Recipient is required to obtain written authorization from the Contracting Officer before incurring any costs related to foreign travel. In seeking reimbursement for costs related to foreign travel, the Recipient is required to provide a report to the Contracting Officer which explains:
 - (1) Where the Recipient will travel;
 - (2) The purpose of the trip;
 - (3) What the Recipient will do; and
 - (4) How the travel relates to this Award.

CLAUSE 14 PURCHASES (JUL 2017)

- (a) Sense of Congress. To the greatest extent practicable, all equipment and products purchased with funds made available under this financial assistance award should be made in the United States.
- (b) Purchase of Equipment/Supplies. Any new equipment acquired under this financial assistance award must be made or manufactured in the United States, to the maximum extent practicable. This requirement does not apply to used or leased equipment. Any supplies acquired under this financial assistance award must be made or manufactured in the United States, to the maximum extent practicable.
- (c) Purchase of Foreign Equipment/Supplies. The Recipient shall notify the Contracting Officer in advance of purchasing any equipment with an acquisition cost of \$25,000 or more per unit not made or manufactured in the United States. The notification shall include:
 - (1) A description of the equipment or supplies to be purchased;
 - (2) Identification of the proposed supplier;
 - (3) The proposed price; and
 - (4) Identification of the country of origin and the reason for acquiring the equipment or supplies outside of the United States.

The Contracting Officer will provide consent to purchase or reject within 30 calendar days of receipt of the Recipient's notification. If the Contracting Officer fails to respond within the timeframe above, the Recipient may proceed with the purchase.

CLAUSE 15 LOBBYING RESTRICTIONS (JUL 2017)

By accepting funds under this award, the Recipient agrees that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

**CLAUSE 16 EXPORT CONTROLS
(JUL 2017)**

The Recipient is required to comply with U.S. export control laws and regulations in the performance of work under this financial assistance award.

**CLAUSE 17 PUBLICATIONS
(JUL 2017)**

BPA encourages the Recipient to publish or otherwise make publicly available the results of work performed under this Award. The Recipient is required to include the following acknowledgement in publications arising out of or relating to work performed under this Award:

Acknowledgment: "The information, data, or work presented herein was funded in part by the Bonneville Power Administration under Award Number _____. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

**CLAUSE 18 EXTENSIONS OF PERIOD OF PERFORMANCE
(JUL 2017)**

The Recipient may request an extension of the period of performance of this financial assistance award. Requests must be submitted in writing to the Contracting Officer at least 60 calendar days before the end of the project period. The Contracting Officer will promptly exercise discretion to grant or deny such requests.

**CLAUSE 19 PROPERTY TRUST RELATIONSHIP & INSURANCE COVERAGE
(JUL 2017)**

- (a) Property acquired in whole or in part with Federal funds under this award may not be encumbered in any way without the written permission of the Contracting Officer, who may require the recording of liens or other appropriate notices of record such property. The Recipient will ensure full replacement insurance coverage for such property.
- (b) Federally-owned property provided under the financial assistance award need not be insured unless required by the terms and conditions of this financial assistance award.

**CLAUSE 20 BPA FURNISHED EQUIPMENT OR MATERIAL
(JUL 2017)**

- (a) The recipient hereby releases and agrees to hold BPA, or persons acting upon behalf of the BPA, harmless for any and all liability of every kind and nature whatsoever resulting from the receipt, shipping, installation, operation, handling, condition, use and maintenance of the material furnished by BPA under this award.
- (b) Neither BPA nor persons acting on behalf of BPA make any warranty or other representation, express or implied that the material provided under this award will accomplish the results for which it is requested or intended.

**CLAUSE 21 PROPERTY – SUPPLIES AND EQUIPMENT
(JUL 2017)**

- (a) Supplies. The Recipient takes title to any supplies acquired in whole or in part with Federal funds under the financial assistance award.

If the total aggregate value of unused supplies is \$5,000 or less at the termination,

discontinuation or completion of the project or program the Recipient may retain the unused supplies with no further obligation to BPA.

If the total aggregate value of unused supplies exceeds \$5,000 at the termination, discontinuation, or completion of the project and the supplies are not needed for any other financial assistance award, the Recipient may retain the supplies for use on other activities or sell them. In either case, the Recipient must compensate BPA for the BPA funded share as specified in BFAI 4.314.

Upon request by BPA, the Recipient is required to provide information on the condition, location, value, and use of remaining supplies.

- (b) Equipment. Post-Award equipment purchases with an acquisition cost per unit in excess of \$25,000 may be purchased only with the prior approval of the Contracting Officer. An award offer by the CO which explicitly describes a piece of equipment in the Budget shall be considered Contracting Officer approval.

The Recipient takes title to any equipment purchased in whole or in part with Federal funds subject to the following conditions:

- (1) The equipment must be used for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project;
- (2) The equipment shall not be encumbered without approval of BPA; and
- (3) The equipment shall be used and disposed in accordance with BFAI 4.313.

If the current per unit fair market value of particular equipment is \$5,000 or less at the end of the project period (or the termination of the financial assistance award, if applicable), the Recipient may retain, sell, or otherwise dispose of the equipment with no further obligation to BPA.

If the current per unit fair market value of particular equipment exceeds \$5,000 at the end of the project period (or the termination of the financial assistance award, if applicable), the equipment must be disposed of in accordance with BFAI 4.313(e)

Upon request by BPA, the Recipient is required to provide information on the condition, location, value, and use of remaining equipment.

CLAUSE 22 TITLE TO AND DISPOSITION OF PROPERTY (OCT 2018)

- (a) In this article “property” means tangible personal property acquired or fabricated under this financial assistance award, other than property actually consumed during the execution of work under this financial assistance award.
- (b) Title to each item of property acquired under this financial assistance award with an acquisition value of \$5,000 or less shall vest in the Recipient upon acquisition with no further obligation of the Parties unless otherwise determined by the Contracting Officer. Should any item of property with an acquisition value greater than \$5,000 be required, the Recipient shall obtain prior written approval of the Contracting Officer. Title to this property shall also vest in the Recipient upon acquisition. The Recipient shall be responsible for the maintenance, repair, protection, and preservation of all property.
- (c) At the completion of the term of this financial assistance award, items of property with a per unit fair market value greater than \$5,000 shall be disposed of in accordance with the

disposition requirements in BFAI 4.313.

CLAUSE 23 RECORD RETENTION (JUL 2021)

Consistent with BFAI 4.333, the Recipient is required to retain records relating to this Award for three years after the end of the project period, unless one of the following exceptions applies:

- (a) If any litigation, claim, or audit is started before the expiration of the three-year period, the Recipient is required to retain the records until all litigation, claims, or audit findings involving the records have been resolved and final action taken;
- (b) The Recipient is required to retain records for any real property or equipment acquired with Federal funds for three years after final disposition of the real property or equipment.

Copies of records may be substituted for originals.

CLAUSE 24 AUDITS (OCT 2018)

- (a) Audits Generally. The Recipient is required to provide any information, documents, site access, or other assistance requested by BPA or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this financial assistance award. BPA will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

- (b) Government Audits. Consistent with BFAI 6.503(b), BPA may audit the Recipient's financial records or administrative records relating to this financial assistance award at any time.

BPA may conduct a final audit at the end of the project period (or the termination of the financial assistance award, if applicable). Upon completion of the audit, the Recipient is required to refund to BPA any payments for costs that were determined to be unallowable.

- (c) Compliance Audits for For-Profit Recipients. For-profit Recipients are required to comply with the annual compliance audit requirements in BFAI Part 6. An audit conducted in accordance with this part must be in lieu of any financial audit of BPA awards which a for-profit entity is required to undergo under any other Federal statute or regulation.
- (d) Single Audits for Entities Other than For-Profit Recipients. Recipients other than for-profits are required to comply with the single audit requirements in BFAI Part 6. An audit conducted in accordance with this part must be in lieu of any financial audit of financial assistance awards the Recipient is required to undergo under any other Federal statute or regulation.
- (e) If an audit is required, a copy of the audit report shall be submitted to the Federal Audit Clearinghouse.

CLAUSE 25 SUSPENSION OR TERMINATION (JUL 2017)

- (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 the BPA financial assistance award, 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 Contracting 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 non-cancelable costs, properly incurred by the recipient prior to termination.

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

**CLAUSE 26 CLAIMS, DISPUTES, AND APPEALS
(JUL 2017)**

(a) Claims. The Recipient is required to submit all claims arising out of or relating to this Award to the Contracting Officer in writing. The Recipient's written submission must contain the following information:

- (1) The nature of the Recipient's claim(s) and the basis for relief, and
- (2) All necessary information and documents supporting the Recipient's claim(s).

The Recipient shall negotiate in good faith with the Contracting Officer to resolve such claims.

(b) Claims for Damages. The Recipient agrees to release the Federal Government, Federal officers and employees, contractors, and agents from any and all liability, responsibility, and

claims for consequential, punitive, special, or incidental damages, claims for lost profits, or other direct or indirect damages arising out of or relating to this Award.

(c) Disputes and Appeals.

- (1) Informal Dispute Resolution. Whenever practicable, BPA shall attempt to resolve informally any dispute over the award or administration of Federal financial assistance. Informal resolution, including resolution through an alternative dispute resolution mechanism, shall be preferred over formal procedures, to the extent practicable.
- (2) Alternative Dispute Resolution. Before issuing a final determination in any dispute in which informal resolution has not been achieved, the Contracting Officer should suggest that the other party consider the use of voluntary consensual methods of dispute resolution, such as mediation. ADR may be used at any stage of a dispute.
- (3) Final Determination. Whenever a dispute is not resolved informally or through an alternative dispute resolution process, BPA shall mail (by certified mail) a brief written determination signed by a Contracting Officer, setting forth BPA's final disposition of such dispute. Such determination shall contain the following information:
 - (i) A summary of the dispute, including a statement of the issues and of the positions taken by BPA and the party or parties to the dispute; and
 - (ii) The factual, legal and, if appropriate, policy reasons for BPA's disposition of the dispute.
- (4) Right of Appeal. The final determination under paragraph (c) of this section may be appealed to the Head of the Contracting Activity (HCA). The appeal must be received by BPA within 90 days of the receipt of the final determination. The mailing address is Bonneville Power Administration, M/S CGP-7, 905 NE 11th Ave., Portland, OR, 97232.
 - (i) In reviewing disputes, the HCA shall be bound by applicable law, statutes, and rules, and by the terms and conditions of the award.
 - (ii) The decision of the HCA shall be the final decision of BPA.

FINANCIAL & REPORTING CLAUSES

CLAUSE 27 REPORTING PROGRAM PERFORMANCE (JUL 2021)

- (a) Frequency. Unusual events having a negative impact on the project should be reported to the Contracting Officer's Representative (COR) as soon as they are discovered. In addition, a status report is due monthly or as identified in the Statement of Work. 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 status report template may 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 impacted 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).

CLAUSE 28 COST SHARING (M) (SEP 2022)

- (a) If any task order(s) issued under this Blanket Financial Assistance Agreement utilizes Cost Sharing then all cost share contributions must be provided in accordance with BFAI 4.306. The Recipient is required to pay the "Cost Share" amount stated in the individual Task Order. By accepting federal funds under this financial assistance award, the Recipient agrees that it is liable for its percentage of the total allowable project costs as specified in the Task Order:

Government Share \$/%	Prime Recipient Share \$/%	Total Project Cost
<i>TBD at Task Order Level</i>	<i>TBD at Task Order Level</i>	<i>TBD at Task Order Level</i>

The Recipient is required to pay the "Cost Share" amount as a percentage of the total project costs in each invoice period for the duration of the period of performance. If the Recipient receives advance written authorization from the Contracting Officer, the Recipient may pay the "Cost Share" amount on a basis as mutually agreed by the non-Federal entity and BPA.

If the Recipient is a small business and has been granted a "Cost Share Grace Period" by BPA, the Recipient will not be required to pay cost share during the first 12 months of the period of performance. If the project is continued beyond the Cost Share Grace Period, the Recipient is required to pay at least 10% of the Total Project Cost (including the costs incurred during the Cost Share Grace Period) as cost share over the remaining period of performance.

If the project is terminated or is otherwise not funded to completion, the Recipient is not required to pay the entire "Cost Share" amount stated in this financial assistance award; however, the Recipient is required to pay its share (i.e., percentage) of the total project cost incurred to date as of the termination or end date of the financial assistance award

- (b) Source of Cost Share. The Recipient may not use Federal funds to meet its cost sharing

obligations, unless otherwise allowed by Federal law.

- (c) Cost Share Record Keeping. The Recipient is required to document and maintain records of project costs paid by BPA and project costs that the Recipient claims as cost sharing, including in-kind contributions. Upon request, the Recipient is required to provide such records to BPA.
- (d) Inability to Comply with Cost Sharing Obligations. If the Recipient determines that it might be unable to meet its cost sharing obligations, the Recipient is required to notify the Contracting Officer in writing immediately. The notification must include the following information:
 - (1) Whether the Recipient intends to continue or phase out the project, and
 - (2) If the Recipient intends to continue the project, how the Recipient will pay (or secure replacement funding for) the Recipient's share of the total project cost.

If the Recipient fails to meet its cost sharing obligations, BPA may terminate this financial assistance award or otherwise recover some or all of the financial assistance provided.

- (e) Modifying Cost Sharing Contributions. The Recipient must notify and receive written authorization from the Contracting Officer before modifying the amount of cost share contributions.

CLAUSE 29 PAYMENT REQUESTS (JUL 2017)

Only the Recipient may submit reimbursement requests to BPA. Subrecipients must submit reimbursement requests to the Recipient, which is responsible for conveying reimbursement requests to BPA on behalf of subrecipients. Subrecipients may not submit reimbursement requests directly to BPA. The Recipient is required to submit reimbursement requests electronically through the COR.

The Recipient's submission of reimbursement requests should coincide with the Recipient's normal billing pattern. Reimbursement requests may be submitted no more frequently than every two weeks.

Every reimbursement request submitted by the Recipient must show the Federal share and the non-Federal cost share contribution for the invoice period, and the method by which the Recipient calculated the total Federal share and non-Federal cost share.

Upon request by BPA, the Recipient is required to provide BPA with additional supporting documentation to verify the Recipient's compliance with its cost sharing obligations.

CLAUSE 30 ADVANCE PAYMENT AND FINANCIAL REPORTING REQUIREMENTS (OCT 2018)

- (a) Payments under this award will be made by advance payment by EFT payment. Recipient requests for advances and recipient financial reporting requirements shall be made as follows:
 - (1) Advances. Advances for the anticipated needs of the project shall be made upon submission of Standard Form 270, Request for Advance and Reimbursement by the applicant. Generally, advances should be submitted not more frequently than monthly, and each request cannot be for more than 90 days cash requirements. An original and two copies should be submitted to the Contracting Officer's Representative (COR).
 - (2) Federal Cash Transactions Report, SF-425. This report shall be prepared and submitted to the COR whenever an SF-425, Financial Status Report is submitted. Interim Cost Reports. Interim cost reports on SF-425, Financial Status Report (Short Form), shall be

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- submitted to the COR quarterly, within 30 days after the end of the reporting period.
- (3) Excess Funds. A prompt refund shall be made if excess funds are drawn. Exceptions are allowed when funds will be disbursed within 7 calendar days or, if the excess is less than \$10,000 and will be disbursed within 30 calendar days. Any interest earned on advance funds must be promptly refunded (except for State governments and instrumentalities and Tribes.)
 - (4) Final Cost Report. A final cost report shall be submitted to the COR 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.

**CLAUSE 31 REIMBURSEMENT PAYMENT & FINANCIAL REPORTING REQUIREMENTS (M)
(SEP 2022)**

- (a) 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, or CO approved equivalent, shall be used when requesting reimbursement for costs incurred on the project. Every request submitted must show the Federal and non-Federal cost share (if applicable), unless written authorization is provided to report compliance of cost share obligations on an alternate basis. Requests should not be made more frequently than every two weeks and shall be submitted to the Contracting Officer's Representative (COR). 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 written request by BPA, additional supporting documentation shall be provided within 30 days. BPA may deny reimbursement for any failure to comply with these requirements. Additional guidance for documentation may be obtained from the Contracting Officer.
 - (2) Interim Cost Reports. Interim cost reports on SF-425, Financial Status Report (short Form), or CO approved equivalent, shall be submitted to the Contracting Officer's Representative (COR) quarterly, within 30 days after the end of the reporting period. The following reporting period end dates shall be used for interim reports: 03/31, 06/30, 09/30, 12/31.
 - (3) Final Cost Report. The final cost report shall be submitted to the COR within 90 days after the end of the effective period unless a delay is approved by the CO in Writing. 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.

**CLAUSE 32 BUDGET CHANGES
(JUL 2021)**

- (a) Budget Changes Generally. Any increase in the total project cost, must be approved in advance and in writing by the Contracting Officer.
- (b) Transfers of Funds Among Direct Cost Categories. The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 5 percent of the total project cost of this Award.
- (c) Transfer of Funds Between Direct and Indirect Cost Categories. The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds from direct to indirect cost categories.

**CLAUSE 33 INCREMENTAL FUNDING (M)
(AUG 2021)**

If any task order(s) issued under this Blanket Financial Assistance Agreement utilizes Incremental Funding then it is anticipated that further BPA funding will be provided on an incremental basis. If funds are not available for any reason, BPA shall be under no obligation to provide funding for any additional portion of the project. If BPA does not fund the balance of the effective period, the award will be terminated when the funds committed by BPA have been expended.

**CLAUSE 34 INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP
(OCT 2018)**

- (a) The recipient shall immediately notify Bonneville of the occurrence of any of the following events:
 - (1) The recipient or the recipient's parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act;
 - (2) The recipient's consent to the institution of an involuntary case under the Bankruptcy Act against the recipient or the recipient's parent;
 - (3) The filing of any similar proceeding for or against the recipient or the recipient's parent, or its consent to, the dissolution, winding-up or readjustment of the recipient's debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over the recipient, under any other applicable state or federal law; or
 - (4) The recipient's insolvency due to the recipient's inability to pay the recipient's debts generally as they become due.
- (b) Such notification shall be in writing and shall:
 - (1) Specifically set out the details of the occurrence of an event referenced in paragraph (a);
 - (2) Provide the facts surrounding that event; and
 - (3) Provide the impact such event will have on the project being funded by this award.
- (c) Upon the occurrence of any of the four events described in the paragraph (a), BPA reserves the right to conduct a review of this award to determine the recipient's compliance with the required elements of the award (including such items as cost share, progress towards technical project objectives, and submission of required reports). If the BPA review determines that there are significant deficiencies or concerns with the recipient's performance under the award, BPA reserves the right to impose additional requirements, as needed, including change your payment method or institute payment controls.

- (d) Failure of the recipient to comply with this term may be considered a material noncompliance of this financial assistance award by the Contracting Officer.

OTHER CLAUSES

CLAUSE 35 NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS (JUL 2017)

The recipient shall comply with 10 CFR 1040 which provides that "...no person shall, on the ground of race, color, national origin, sex (when covered by section 16 and section 401), handicap, or age, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment, where a primary purpose of the Federal financial assistance is to provide employment or when the delivery of services is affected by the recipient's employment practices (under section 504, all grantee and subgrantee employment practices are covered regardless of the purpose of the program), in connection with any program or activity receiving Federal financial assistance from the Bonneville Power Administration)."

CLAUSE 36 ENVIRONMENTAL PROTECTION (JUL 2021)

The recipient agrees to comply with all applicable Federal environmental laws including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Toxic Substances Control Act (TSCA), the Hazardous Materials Transportation Act (HMTA), the Federal Water Pollution Control Act (CWA), the Clean Air Act, the National Environmental Policy Act (NEPA), the Endangered Species Act (ESA), and the National Historic Preservation Act (NHPA), and their implementing regulations, guidance, protocols, and related executive orders, and applicable State equivalents. The recipient shall indemnify and hold BPA harmless, and shall be solely responsible for any cost (including but not limited to penalties, fees, assessments, damages, remediation costs, attorney fees, etc.), and for performing any corrective actions (including but not limited to response actions and actions required in administrative penalties or orders), arising from any act or omission of the recipient and its subcontractors, employees, or agents that is in violation of the environmental laws or protections described above.

If this award is for a grant (not a cooperative agreement), then the recipient is solely responsible for environmental compliance obligations related to the grant.

CLAUSE 37 ENDANGERED SPECIES ACT REQUIREMENTS (JUL 2021)

(a) To the extent requested by BPA, the recipient shall:

- (1) Participate with BPA in consultations and conferences conducted under Section 7 of the Endangered Species Act (ESA) as requested, including but not limited to potentially acting as BPA's designated representative in preparing documents for BPA's review, approval, and submission to the Services, as appropriate;
- (2) Provide to BPA all information, materials, documents, records and other assistance requested by BPA for such consultations and conferences.

- (b) The recipient shall not proceed with action/activities in this agreement until completion of requisite ESA Section 7 consultations and conferences, and shall comply with the terms and conditions of letters of concurrence or biological opinions issued by the Services. Recipients whose activities require a Section 10 permit or 4(d) authorization shall apply for such permit or authorization (sometimes in conjunction with BPA's initiation of Section 7 consultation) and shall be solely responsible for holding the permit and conducting work under the terms and conditions of the permit or authorization.

CLAUSE 38 NEPA REQUIREMENTS (JUL 2021)

- (a) NEPA Generally. Consistent with DOE's National Environmental Policy Act ("NEPA") Implementing Regulations (10 C.F.R. Part 1021), BPA is required to assess the impact of the work under this financial assistance award on the human environment and determine whether the work requires the preparation of an Environmental Assessment ("EA") or Environmental Impact Statement ("EIS"), or is categorically excluded from preparation of either an EA or EIS.

The Recipient is required to provide any information, documents, site access, or other assistance requested by BPA.

- (b) Significant Changes to Scope of Work. Significant changes to the scope of work under this financial assistance award may require BPA to re-evaluate the impact of the work under this financial assistance award on the human environment and conduct further environmental review under NEPA.

CLAUSE 39 FELONY CONVICTION AND FEDERAL TAX LIABILITY ASSURANCES (JUL 2017)

By entering into this agreement, the Recipient attests that it has not been convicted of a felony criminal violation under Federal law in the 24 months preceding the date of signature.

The Recipient further attests that it does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

CLAUSE 40 DRUG-FREE WORKPLACE REQUIREMENTS FOR FINANCIAL ASSISTANCE AWARDS (JUL 2017)

- (a) Drug-free workplace requirement

- (1) Persons other than individuals. No person, other than an individual, shall receive an award from any Federal agency unless such person agrees to provide a drug-free workplace by—
- (i) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the awardee's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - (ii) Making a good faith effort to continue to maintain a drug-free workplace through implementation and maintenance of a drug awareness program.

- (2) Individuals. BPA shall not make an award to any individual unless such individual agrees

as a condition of such award that the individual will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in conducting any activity with such award.

- (b) Suspension, termination, or debarment of awardee. Grounds for suspension, termination, or debarment. Each financial assistance award by BPA shall be subject to suspension of payments under the award or termination of the award, or both, and the awardee thereunder shall be subject to suspension or debarment, if the agency head of the awarding agency or his official designee determines, in writing, that the awardee violates the requirements of the drug free policy.
- (c) Employee sanctions and remedies. An awardee shall, within 30 days after receiving notice from an employee of a conviction of a drug related offense—
 - (1) Take appropriate personnel action against such employee up to and including termination; or
 - (2) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.

CLAUSE 41 INTANGIBLE PROPERTY (OCT 2018)

- (a) The Recipient must use intangible property acquired under this award for the originally-authorized purpose, and must not encumber the property without approval of Bonneville. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the Bonneville Financial Assistance Instructions 4.313 Equipment paragraph (e).
- (b) The non-Federal entity may copyright any work that is subject to copyright protection under 17 U.S.C. § 102 and was developed, or for which ownership was acquired, under a financial assistance award. Bonneville reserves a paid-up royalty-free, nonexclusive, nontransferable, irrevocable, worldwide license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, or otherwise use the work for Bonneville purposes, and to authorize others to do so on behalf of Bonneville.
- (c) Bonneville has the right to:
 - (1) Obtain, reproduce, publish, or otherwise use the data produced under a financial assistance award; and
 - (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Bonneville purposes.

CLAUSE 42 RIGHTS IN DATA (OCT 2018)

- (a) Except as otherwise provided herein, the Recipient grants to Bonneville 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 Bonneville, for all the material or subject matter produced under this financial assistance award, 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 award.

- (b) Recipient shall hold Bonneville harmless from any claim or suit brought against Bonneville alleging that the Work Product 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, provided Recipient is given prompt written notice of such claim and is given information, reasonable assistance, and sole authority to defend or settle the claim.

CLAUSE 43 INDEMNITY (OCT 2018)

Each party shall be responsible for its own negligent acts or omissions and the negligent acts of its employees, officers, or directors to the extent allowed by law.

CLAUSE 44 ENVIRONMENTAL, SAFETY, AND HEALTH (OCT 2018)

- (a) With respect to the performance of any portion of the work under this financial assistance award, the recipient agrees to comply with all State and Federal Environmental, Safety and Health regulations.
- (b) The recipient shall apply this term to its sub-recipients.

CLAUSE 45 SMALL UNMANNED AIRCRAFT (UAS) (JUL 2021)

To operate the controls of a small Unmanned Aerial System (UAS), a remote pilot shall have an airman certificate with a small UAS rating, or be under the direct supervision of a person who holds such a certificate and ensures the UAS provider does not have any open FAA actions against it. Visual line-of-sight (VLOS) only; the unmanned aircraft must remain within VLOS of the remote pilot in command and the person manipulating the flight controls of the small UAS. The small UAS operator manipulating the controls of a drone should always avoid manned aircraft and never operate in a careless or reckless manner. Daylight-only operations or civil twilight (30 minutes before official sunrise to 30 minutes after official sunset, local time) with appropriate anti-collision lighting. BPA strongly encourages all UAS pilots to check local and state laws before gathering information through remote sensing technology or photography with regard to privacy issues. Ensure that you have prior approval before entering private property during the course of the flight. Drone shall be available to BPA for inspection or testing on request, and provide any associated records. Report to the BPA within 10 days any operation that results in serious injury, loss of consciousness, or property damage (to property other than the UAS) of at least \$500.

CLAUSE 46 CLOSEOUT (JUL 2021)

The Federal awarding agency or pass-through entity will close out the Federal award when it determines that all applicable administrative actions and all required work of the Federal award have been completed by the non-Federal entity. If the non-Federal entity fails to complete the requirements, the Federal awarding agency or pass-through entity will proceed to close out the Federal award with the information available. This section specifies the actions the non-Federal entity and Federal awarding agency or pass-through entity must take to complete this process at the end of the period of performance.

(a) The recipient must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. A subrecipient must submit to the pass-through entity, no later than 90 calendar days (or an earlier date as agreed upon by the pass-through entity and subrecipient) after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity may approve extensions when requested and justified by the non-Federal entity, as applicable.

(b) Unless the Federal awarding agency or pass-through entity authorizes an extension, a non-Federal entity must liquidate all financial obligations incurred under the Federal award no later than 120 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.

(c) The Federal awarding agency or pass-through entity must make prompt payments to the non-Federal entity for costs meeting the requirements in Subpart E of this part under the Federal award being closed out.

(d) The non-Federal entity must promptly refund any balances of unobligated cash that the Federal awarding agency or pass-through entity paid in advance or paid and that are not authorized to be retained by the non-Federal entity for use in other projects.

(e) Consistent with the terms and conditions of the Federal award, the Federal awarding agency or pass-through entity must make a settlement for any upward or downward adjustments to the Federal share of costs after closeout reports are received.

(f) The non-Federal entity must account for any real and personal property acquired with Federal funds or received from the Federal Government.

(g) When a recipient or subrecipient completes all closeout requirements, the Federal awarding agency or pass-through entity must promptly complete all closeout actions for Federal awards. The Federal awarding agency must make every effort to complete closeout actions no later than one year after the end of the period of performance unless otherwise directed by authorizing statutes. Closeout actions include Federal awarding agency actions in the grants management and payment systems.

(h) If the non-Federal entity does not submit all reports in accordance with this section and the terms and conditions of the Federal Award, the Federal awarding agency must proceed to close out with the information available within one year of the period of performance end date.

(i) If the non-Federal entity does not submit all reports in accordance with this section within one year of the period of performance end date, the Federal awarding agency must report the non-

Federal entity's material failure to comply with the terms and conditions of the award with the OMB-designated integrity and performance system (currently FAPIIS).

CLAUSE 47 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS (JUL 2021)

(a) To the extent requested by BPA, the recipient shall:

- (1) Provide all relevant information to assist BPA in complying with Section 106 of the NHPA, including, but not limited to project descriptions, design drawings, maps, delineating project footprint, and GIS (spatial) data.
- (b) The recipient shall not conduct activities related to Section 106 consultation or inherently governmental functions including but not limited to identification of the Area of Potential Effects (APE), drafting consultation letters, or contacting consulting parties on behalf of BPA.
- (c) The recipient shall not proceed with actions/activities in this award until BPA completes the requisite Section 106 compliance and notifies the recipient of completion. The recipient shall comply with terms and conditions identified by BPA during the Section 106 compliance process.
- (d) If requested by BPA, the recipient may enter into an agreement with a sub-contractor to provide cultural resources services to identify cultural resources within the APE including but not limited to background research and literature review, pedestrian survey, subsurface testing of high probability areas, historic structure and linear resources system evaluation, and preparation of reporting deliverables (inventory report, state-required forms, spatial data, maps, etc.) documenting findings.
 - (1) The recipient should coordinate with BPA prior to entering into an agreement to ensure BPA, state and other federal requirements will be met.
 - (2) The recipient should coordinate with BPA to ensure BPA is provided the opportunity to review draft deliverables before they are finalized. The recipient should ensure that the subcontract remains open until BPA provides notification that the Section 106 compliance process has been completed.
- (e) Significant Changes to Scope of Work. Significant changes to the scope of work under this financial assistance award may require BPA to re-evaluate the impact of the work under this financial assistance award and conduct further review under NHPA.

CLAUSE 100 KEY PERSONNEL (M) (AUG 2021)

The key personnel identified in each task order (or release) are considered to be essential to the work being performed hereunder. No diversion shall be made by the Recipient without the written acceptance of the Contracting Officer.

Interim Clause Update:

Clause 48 – Policy Authorization to Utilize GSA Vehicles (June 2022)

- (a) If it is in the Bonneville Power Administration's (BPA) interest, the contracting officer may authorize cost-reimbursement recipients to obtain, for official purposes only, interagency fleet management system (IFMS) vehicles and related services, including-
 - (1) Fuel and lubricants,
 - (2) Vehicle inspection, maintenance, and repair,
 - (3) Vehicle storage, and
 - (4) Commercially rented vehicles for short-term use.
- (b) Complete rebuilding of major components of recipient-owned or -leased equipment requires the approval of the contracting officer in each instance.
- (c) BPA recipients shall not be authorized to obtain interagency fleet management system (IFMS) vehicles and related services for use in performance of any Financial Assistance awards other than a cost-reimbursement agreement, except as otherwise specifically approved by the Administrator of the General Services Administration at the request of the agency involved.

Clause 49 – Authorization to Utilize GSA Vehicles (June 2022)

- (a) The contracting officer may authorize a cost-reimbursement recipient to obtain interagency fleet management system (IFMS) vehicles and related services, if the contracting officer has-
 - (1) Determined that the authorization will accomplish Bonneville Power Administration (BPA) Financial Assistance objectives and effect demonstrable economies;
 - (2) Received evidence that the recipient has obtained motor vehicle liability insurance covering bodily injury and property damage, with limits of liability as required or approved by the agency, protecting the recipient and the Government against third-party claims arising from the ownership, maintenance, or use of an interagency fleet management system vehicle (IFMS);
 - (3) Arranged for periodic checks to ensure that authorized recipients are using vehicles and related services exclusively under cost-reimbursement Financial Assistance awards;
 - (4) Ensured that recipients shall establish and enforce suitable penalties for their employees who use or authorize the use of Government vehicles for other than performance of BPA Financial Assistance awards (see 41 CFR 101-38.301-1);
 - (5) Received a written statement that the recipient will assume, without the right of reimbursement from the Government, the cost or expense of any use of

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- interagency fleet management vehicles (IFMS) and services not related to the performance of the Financial Assistance award; and
- (6) Considered any recommendations of the recipient.

(b) The authorization shall –

- (1) Be in writing;
 - (2) Cite the Financial Assistance award number;
 - (3) Specify any limitations on the authority, including its duration, and any other pertinent information; and
 - (4) Instruct the recipient to comply with the applicable BPA policies and procedures provided in this subpart.
- (c) Authorizations to subcontractors, subrecipients and pass-through entities shall be issued through, and with the approval of, the recipient.
- (d) Contracting officers authorizing recipient use of interagency fleet management system (IFMS) vehicles and related services subject their agencies to the responsibilities and liabilities provided in 41 CFR 101-39.4 regarding accidents and claims.

STATUTORY AND NATIONAL POLICY REQUIREMENTS

Financial assistance awards are subject to the following statutory and national policy requirements below. By signing or accepting the funds under the financial assistance award, the recipient agrees that it will comply with applicable provisions below.

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
NONDISCRIMINATION				
On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by: DOE at 10 CFR Part 1040	All	All	All	Requirements flow down to subrecipients.
On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 [3 CFR, 1964-1965 Comp., p. 339], as implemented by Department of Labor regulations at 41 CFR Part 60 and EPA at 40 CFR Parts 7 and 12.	Grants, cooperative agreements, and other prime awards defined at 40 CFR 60-1.3 as "Federally assisted construction contract."	All	Awards under which construction is to be done.	Requirements flow down to construction subrecipients.
On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.). DOE at 10 CFR Part 1040	All	Education al institution [for sex discrimination, excepts all Institution controlled by religious organization, when inconsistent with the organization's religious tenets].		

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90. DOE at 10 CFR Part 1040	Grants, cooperative agreements, and other awards defined at 45 CFR 90.4 as "Federal financial assistance."	All	All	Requirements flow down to subrecipients.
On the basis of handicap, in: 1. Section 504 of the Rehabilitation Act of 1973 (29 USC 794), as implemented by Department of Justice regulations at 28 CFR Part 41 and DOE at 10 CFR Part 1040.	Grants, cooperative agreements, and other awards included in "Federal financial assistance"	All	All	Requirements flow down to subrecipients.
2. The Architectural Barriers Act of 1968 (42 USC 4151, et seq.).	Grant or loan	All	Construction or alteration of buildings or facilities, except those restricted to use only by able-bodied uniformed personnel.	
3. Americans with Disabilities Act. 42 USC 12101 et. seq	All	All		
LIVE ORGANISMS				
For human subjects:				
For human subjects, the Common Federal Policy for the Protection of Human Subjects. Codified by the: DOE at 10 CFR Part 745	All	All	Research, development, test, or evaluation involving live human subjects.	Requirements flow down to subrecipients
P.L. 104-191 Health Insurance Portability and Accountability Act (HIPAA)	As applicable	Covered Entities	As applicable	Limits uses of protected health information (PHI) collected or maintained by researchers within a covered entity or access to PHI from a covered entity. Research uses do not require Business Associate Agreements (defined at 45 CFR part 164.504 (e)(1) between collaborating institutions. Guidance available at http://privacyruleandresearch.nih.gov/
For animals:	All	All		Requirements flow down to subrecipients.

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
Rules on animal acquisition, transport, care, handling, and use in: (i) 9 CFR Parts 1-4, Department of Agriculture rules that implement the Laboratory Animal Welfare Act of 1966 (7 US+A160C. 2131-2156). Public Health Service Agencies must follow requirements in the PHS Policy on Humane Care and Use of Laboratory Animals, which implements PL 99-158, Sec. 495. NASA requirements for animal welfare are set forth at 14 CFR Part 1232 EPA at 40 CFR Part 40. For USDA/CSREES, "In the case of domestic farm animals housed under farm conditions, the institution should adhere to the principles stated in the Guide for the Care and Use of Agricultural Animals in Agriculture and Teaching, Federation of Animal Science Societies, 1999."	All	All	Research, experimentation, or testing involving the use of animals USDA regulations exempt birds, most rats and mice bred for research, and farm animals used for agricultural research.	
Rules of the Departments of Interior (50 CFR Parts 10-24) and Commerce (50 CFR Parts 217-227) implementing law s and conventions on the taking, possession, transport, purchase, sale, export, or import of wildlife and plants, including the: Endangered Species Act of 1973 (16 U.S.C. 1531-1543); Marine Mammal Protection Act (16 U.S.C. 1361-1384); Lacey Act (18 U.S.C. 42); and Convention on International Trade in Endangered Species of Wild Fauna and Flora.	All	All	Activities which may involve or impact wildlife and plants.	
ENVIRONMENTAL STANDARDS				
Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et. Seq.) and Clean Water Act (33 U.S.C. 1251, et. seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 Comp., p. 799]. EPA at 40 CFR Part 6	All	All	All, for Clean Air Act, Clean Water Act, and Executive Order 11738.	Requirements flow down to subrecipients.

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
<p>The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et. seq.) and to prepare Environmental Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.</p> <p>DOE at 10 CFR Part 1021</p>				
<p>Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et. seq.), which require flood insurance, when available, for Federally assisted construction or acquisition in flood-prone areas.</p> <p>DOE at 10 CFR Part 1022</p>	All	All	Awards involving construction, land acquisition or development, with some exceptions [see 42 U.S.C. 4001, et. seq.].	The Council on Environmental Quality's regulations for implementing NEPA are at 40 C.F.R. Parts 1500-1508. Executive Order 11514 [3 CFR, 1966-1970 Comp., p. 902], as amended by Executive Order 11991, sets policies and procedures for considering actions in the U.S. Executive Orders 11988 [3 CFR, 1977 Comp., p. 117] and 11990 [3 CFR, 1977 Comp., p. 121] specify additional considerations, when actions involve floodplains or wetlands, respectively.
<p>All existing or proposed components of the National Wild and Scenic Rivers system, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271, et seq.).</p> <p>EPA at 40 CFR Part 6</p>	Grants, cooperative agreements, and other "financial assistance" (see 16 U.S.C. 3502).	All	Awards that may affect existing or proposed element of National Wild and Scenic Rivers system.	Requirements flow to subrecipients.

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C. 300h-3). EPA at 40 CFR Part 6	All	All	Construction in All area with aquifer that the EPA finds would create public health hazard, if contaminated.	42 U.S.C. 300h-3(e) precludes awards of Federal financial assistance for all projects that the EPA administrator determines may contaminate a sole-source aquifer so as to threaten public health.
Resource Conservation and Recovery Act 42 USC 6901	All	Awards to states or a political subdivision of a state (which for this purpose includes state and local institutions of higher education or hospitals)		
HEALTH & SAFETY GUIDELINES				
Applicable OSHA Standards in Laboratories 29 CFR 1910.1030 Bloodborne Pathogens; 29 CFR 1910.1450, Occupational Exposure to Hazardous Chemicals in Laboratories	All	All	Research involving use of hazardous chemicals or bloodborne pathogens	
Handling and transport of etiologic agents Procedures for Domestic Handling and Transport of Diagnostic Specimens and Etiologic Agents, 1994 (3rd ed.), H5a3doc.75, National Committee for Clinical Laboratory Standards	All	All	Research involving etiologic agents	
Hotel and Motel Fire Safety Act of 1990 - P.L. 101-39 40 USC 327-333	Conference or meeting support	All	Alterations and Renovations > \$500,000	
Labor Standards under Federally Assisted Construction: Construction Work Hours and Safety Standards Act 40 USC 327-333	All	All	Alterations and Renovations > \$500,000	

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
Text Messaging While Driving - EO 13513	All	All	When performing work for or on behalf of government	Adopt and enforce policies that ban text messaging while driving.
Increasing Seat Belt Use in the United States Executive Order 13043, Increasing Seat Belt Use in the United States, dated, April 16, 1997	All	All		In accordance with the Executive Order, "grantees are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles."
NATIONAL SECURITY GUIDELINES				
Executive Order 13224, Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism, dated September 23, 2001.	All			
GENERAL/MISCELLANEOUS REQUIREMENTS				
Drug Free Workplace 41 USC 701 et seq. DOE at 10 CFR Part 607	All	All		
Civil False Claims Act 31 USC 2739	All	All	All	
Criminal False Claims Act 18 USC 287 and 1001 31 USC 3801, 45 CFR 79	All	All	All	
Government-wide Debarment and Suspension (Nonprocurement) DOE at 10 CFR 1036	All	All		

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
<p>Lobbying Prohibitions 31 USC 1352, stipulates that (1) No Federal appropriated funds have been paid or will be paid, 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 in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than 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 in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit the SF Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.</p> <p>DOE at 10 CFR Part 601</p>	All			Requirements flow down to construction subrecipients.
<p>Metric System</p> <p>15 USC 205 and Executive Order 12770</p>	All	All	All	
<p>Misconduct in Science</p> <p>Policies and responsibilities associated with prevention, detection, and handling of misconduct in science allegations as stipulated in regulations:</p> <p>DOE at 10 CFR Part 733</p> <p>[Federal Register: December 6, 2000 (Volume 65, Number 235)] [Notices] [Page 76260-76264]</p>	All	All	All	

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
<p>National Historic Preservation</p> <p>The recipient agrees to identify to the awarding agency all property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and to provide all the help the awarding agency may need, with respect to the award.</p> <p>16 USC 470f</p>	All	All	All	
<p>Paperwork Reduction Act</p> <p>44 USC 3501</p>	All	All	<p>When data is collected from respondents using a questionnaire or other survey instrument. See, however, M-11-07 dated 12/9/10 entitled, "Facilitating Scientific Research by Streamlining the Paperwork Reduction Act Process."</p> <p>https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2011/m11-07.pdf</p>	<p>Data collection activities, if any, performed under this project are the responsibility of the recipient, and awarding agency support of the project does not constitute approval of any survey design, questionnaire content, or data collection procedures. The recipient shall not represent to respondents that such data are being collected for or in association with Bonneville without the specific written approval of the Bonneville CO. However, this requirement is not intended to preclude mention of Bonneville support of the project in response to an inquiry or acknowledgment of such support in any publication of these data.</p>
<p>U.S. Flag Air Carriers</p> <p>49 USC 40118 See also General Services Administration amendment to the Federal Travel Regulations, Federal Register (Vol. 63, No. 219, 63417-63421)</p>	All	All	<p>Any air transportation to, from, between, or within a country other than the U.S. of persons or property, the expense of which will be assisted by Federal funding, must be performed by or under a code-sharing arrangement with a U.S.-flag air carrier if service provided by such a carrier is available (see Comp Gen. Decision B-240956, dated September 25, 1991).</p>	

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
Trafficking in Persons By signing or accepting funds under the agreement, the recipient agrees that it will comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as implemented by 2 CFR 175.	All	175.15 (b)l.a. applies to private entities 175.15(b) If.b. applies to other than private entities if award includes subrecipient award to a private entity 117.15(b)l.c. applies to all recipients		Requirements flow down to subrecipients.
Whistleblower Protection Awardees are notified of the applicability of 41 U.S.C. § 4712, as amended by P.L. 112-239, providing protection for whistleblowers.	All	All	All	
Use of United States Flag Vessels 46 CFR 381	All	All		
Patents, Trademarks and Copyrights 35 USC 202-204 and 37 CFR 401	All	Awards to non-profits and small businesses		
Privacy Act 5 USC 552a	All	All		
Pro Children Act 20 USC 7183	All	All	All awards performed in facilities where children are served.	
Uniform Relocation Assistance and Real Property Acquisition Policies Act 42 USC 4601 and 49 CFR 24	All	All		
Constitution Day PL 108-447	All	Educational Institutions		
Copeland Act 40 USC 4135	All	All		

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
Davis Bacon Act 40 USC 3141 et seq	All	All		
Earthquake Hazards Reduction Act 42 USC 7701 et seq., EO 12699	All	All	Construction awards within applicable geographic areas	
Freedom of Information Act 5 USC 552	All	All		
Hatch Act 5 USC 7321-7328	All	State or Local Governments		
Limited English Proficiency EO 13166	All	All		
Native American Graves Protection and Repatriation 25 USC 3001-3013	All	All		Precludes use of funds to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, unless the activity fits within a law enforcement exception as noted in the provision.

Statement of Work

Part A – Overview

A.1 Goal

The goal of this Blanket Financial Assistance Agreement is to streamline the award process through the issuance of Task Orders to the Recipient. This Financial Assistance Master Agreement is in support of the Bonneville Power Administration's (BPA) Fish and Wildlife Program as proposed under the Northwest Power Conservation Council's (Council) Fish and Wildlife Program or other binding agreements (Biological Opinion [BiOp]).

A.2 Background

BPA Fish and Wildlife (F&W) implements and participates in actions to meet BPA's fish and wildlife mitigation responsibilities under the Northwest Power Act and the Endangered Species Act (ESA). BPA is required by law to mitigate the impacts to fish and wildlife to the extent affected by the construction and operation of the Federal Columbia River Power System (FCRPS). F&W, together with the other Agencies, the US Army Corps of Engineers (Corps) and the Bureau of Reclamation (BOR), implements ESA Biological Opinions on the impacts of the FCRPS on unlisted and ESA-listed fish and wildlife. Projects are proposed for BPA funding under the Council's Fish and Wildlife Program and NOAA Fisheries/U.S. Fish and Wildlife Service (USFWS) Biological Opinions.

BPA is awarding this Blanket Financial Assistance Agreement for projects in support of BPA's Fish and Wildlife program and in support of the Council's Fish and Wildlife Program. Projects and awards mitigate for the effects of the FCRPS in the Columbia River Basin. Projects are implemented as onsite and offsite mitigation efforts throughout the Basin and may include, but are not limited to, habitat, hatchery, and harvest-related efforts. Examples of work are resident fish substitution; resident fish culture facilities; resident and anadromous fish and wildlife habitat protection and enhancement; wildlife mitigation agreements; ecosystem coordination; watershed coordination and planning; project implementation and effectiveness monitoring; anadromous fish hatcheries; tributary fish passage and screening projects; water rights acquisition; supplementation and captive brood stock research programs; ESA safety net hatchery programs; pacific lamprey reintroduction and studies, coded wire tag and Passive Integrated Transponder (PIT) tag fish marking, estuary habitat enhancement, and estuary and Columbia River plume research.

A.3 Locations

The majority of the work will be conducted off of BPA property and will be identified in each future Task Order.

A.4 BPA Furnished Property

If applicable, BPA-provided property will be identified in each Task Order.

Part B – Roles and Responsibilities

- Contract Specialist (CS): a person assigned to represent the contracting officer on administrative matters within the limits of their authority by the contracting officer.
- Contracting Officer (CO): an individual with delegated authority by the BPA Head of Contracting Authority (HCA) to enter into, administer, and/or terminate financial assistance agreements and make related determinations and findings.

- Contracting Officer's Representative (COR): an individual designated and authorized in writing by the contracting officer to perform specific technical and/or administrative functions, and who has been formally trained and certified at BPA to perform such duties.

Part C – Definitions

- Task Order– The project specific work issued under the Blanket Financial Assistance Agreement
- Pisces – Pisces is a software tool for managing BPA's Fish and Wildlife Program. BPA created Pisces to help manage fish and wildlife projects throughout the Columbia River Basin. Pisces provides a collaborative environment, where Recipients and BPA project managers can create and manage Statements of Work based on [work elements](#). Program partners will be able to access reports on all aspects of the program's activity. Pisces is a web-enabled software tool. After installing the Pisces application, users must have an internet connection and a Pisces account in order to access program information.

Part D – Technical Approach and Tasks

D.1 Specific Requirements/Tasks for Each Release

Each Task Order will be comprised of a combination of the following work elements in support of their respective program. Each Task Order will clearly identify the tasks and deliverables for each project.

Work Element (WE) Name	Definition
Environmental Compliance	
Produce Environmental Compliance Documentation	Covers any work by the Recipient to investigate, gather, acquire, or prepare data and documents in support of obtaining environmental clearances for BPA. Work may include providing maps, drafting a biological assessment, obtaining permits, monitoring and reporting required by permits, conducting public involvement activities, completing cultural resource surveys and reports in coordination with BPA archaeologists, inspecting water craft, vehicles, and heavy equipment for invasive species, implementing best management practices for lamprey, etc. Recipients are required to comply with all applicable federal, state, and local laws, including those that restrict the transport of invasive species. In all cases, environmental compliance work done by the recipient must be separated from all other work. It is not permitted to combine environmental compliance activities with any other work element.
Planning and Coordination	
Outreach and Education	Covers work to educate or communicate with the public. Includes conducting classes, seminars, workshops, training, symposia, and conferences. Excludes work to coordinate with landowners or other direct participants in on-the-ground conservation (include this type of coordination as part of the associated implementation WE), or work to identify and select new projects (WE: Identify and Select Projects).
Identify and Select Projects	Covers work by the Recipient to identify, prioritize, assess, and ultimately select projects. Often associated with Model Watersheds, or habitat restoration programs that coordinate multiple projects within a larger umbrella project. Coordination work that helps identify and select projects or sites should be covered under this work element.
Produce Inventory or Assessment	Covers inventories and assessments specifically designed to support future implementation actions. Can include passage inventories, habitat condition inventories, or watershed assessments. Does not cover ongoing passage and habitat monitoring.

<u>Manage and Administer Projects</u>	<p>Covers the administrative and technical work by the recipient to fulfill BPA's programmatic requirements such as financial reporting (accruals), and development of renewal package (includes SOW/Project Description, budget, property inventory).</p> <p>Excel Budget - Documentation of sub-recipient & subcontract estimates in the line-item (Excel) budget must conform to BPA's requirements for budget detail (i.e., the same as the recipient). BPA highly recommends that solicitations for bids/estimates require sub-recipient & subcontractors to conform to BPA standards for detail (rates and units - hours/quantities/volumes, etc.). BPA recommends sub-recipient & subcontractor bids be submitted to the recipient electronically in spreadsheet format, and already include actual calculations (e.g., rates * hours, not just textual numbers in cells), so that the recipient can cut and paste sub-recipient & subcontract estimates directly into their budget spreadsheet. For more information, see http://efw.bpa.gov/contractors/docs/Guidance_on_subcontracts.doc.</p>
<u>Provide Technical Review</u>	The review of technical details, including but not limited to engineering plans, restoration plans, project selection, RM&E methods, and deliverable approval.
<u>Produce Plan</u>	<p>Covers a wide range of planning activities including but not limited to operation plans, management plans, maintenance plans, implementation plans, restoration plans, research, monitoring, and evaluation (RM&E) plans, Hatchery Genetic Management Plans (HGMPs), hatchery master plans, hatchery fish production plans, feasibility studies, and surveys (does not include land management plans; see WE: Produce Land Management Plan). Covers both strategic plans that will influence multiple projects and site-specific plans. Use WE: Council Step Process to cover labor and materials for the submission of documents required by the NPCC's 3-step process. Where WE: Produce Plan is used in a SOW for production of a Hatchery Master Plan, the recipient should review the NPCC's requirements under their 2001 Step Document, Section V., Elements A & B (http://www.nwcouncil.org/media/27877/2001_29.pdf) to be sure this content is covered in the plan.</p>
<u>Produce Design and/or Specifications</u>	Covers all work associated with the preparation of engineering or technical drawings, specifications and/or budgets required for the construction/installation of any structure or facility. May include ancillary work such as land surveying, photogrammetric surveys, field surveys, etc. For construction work not requiring a formal design (e.g., installation of a barbed-wire fence), this work may be included as a milestone under the corresponding work element.
<u>Coordination-Columbia Basinwide</u>	Refers to coordination work that covers a large portion of the Columbia River Basin. Coordination which directly supports other project work should be covered in the details of the associated work element. Coordination work which helps identify or select projects and/or sites should be covered under WE: Identify and Select Projects. Coordination work related to a subbasin or other small region should be covered under WE: Watershed Coordination.
<u>Watershed Coordination</u>	Refers to coordination work focused on a local watershed or subbasin. Coordination which directly supports other project work should be covered in the details of the associated work element. Coordination work which helps identify or select projects and/or sites should be covered under WE: Identify and Select Projects.
<u>Produce Land Management Plan</u>	<p>The Land management plans (LMP) will guide management of any real property interest that BPA funds to ensure compliance with the underlying mitigation agreement, if one exists, and any conservation easement granted over that property. BPA typically expects a management plan be prepared for real property interests secured with ratepayer funds. Where properties are near or similar to each other, BPA will support a programmatic planning approach.</p> <p>Land Management Plans will serve several purposes. First, they become the blueprint for how, when, and where a new property will be enhanced or improved, if necessary. Project proposals, MOAs, and easements provide broad parameters for how a sponsor will manage a site, but in most instances they don't provide much detail—the management plan does.</p> <p>Land management plans should identify each species or habitat of interest on the property, each prohibition in the easement, each reserved right or allowed action in the easement, and any restrictions or reservations from applicable MOAs. The management plan should then discuss each of those elements and explain how the sponsor will manage for that element. For a sensitive species, for example, the plan should state where and when the manager will take specific actions to protect and enhance that species. For specific prohibitions in an easement—for example, no livestock grazing—the plan will discuss any limited and approved exceptions to the prohibition; e.g., the manager might plan to try using goats to control Himalayan blackberries.</p>

Reporting	
Produce (Annual) Progress Report	<p>This work element covers written reports of results that are submitted to BPA for dissemination to the public. These progress reports may cover less than a year or multiple years. Progress reports come in three types, RM&E Technical Progress Report, Non-technical Progress Report, and Hybrid Progress Report</p> <p>RM&E Technical Progress Reports are used for Grants or Cooperative Agreements that have RM&E work elements (WE: Develop RM&E Methods and Designs, WE: Collect/Generate/Validate Field and Lab Data, WE: Analyze/Interpret Data).</p> <p>Non-technical Progress Reports are used for Grants or Cooperative Agreements that have no RM&E work elements.</p> <p>Hybrid Progress Reports are used for awards that have RM&E work elements (WE: Develop RM&E Methods and Designs, WE: Collect/Generate/Validate Field and Lab Data, WE: Analyze/Interpret Data), as well as other work elements. Work with your COR and the RME Support team to determine appropriate due dates and format for Hybrid reports. For example you may have separate chapters for RM&E, habitat restoration, and O&M activities.</p> <p>Work with your COR and the RME support team if you have a question regarding which report type is most suitable for your project.</p> <p>Reports should be submitted using the most recent BPA reporting guidance & templates available at https://www.cbfish.org/Help.mvc/GuidanceDocuments</p> <p>Once uploaded in Pisces, a progress report will be finalized by BPA with an identification number, and then made publicly available via https://www.cbfish.org.</p>
Produce Other Report	<p>This work element covers any report required or produced for a Grant or Cooperative Agreement except those specifically covered under other work elements (e.g., WE: Produce (Annual) Progress Report, WE: Produce Journal Article, WE: Produce Pisces Status Report, or WE: Produce BiOp RPA Report). If this work element is used for multiple reports in the same Grant or Cooperative Agreement, then each report should be listed as a separate milestone.</p>
Produce Pisces Status Report	<p>This work element covers the reporting of status of milestones and deliverables in each Grant or Cooperative Agreement. These milestone status reports shall be completed either monthly or quarterly as negotiated between the recipient and COR. For any other type of status report required or produced for a Grant or Cooperative Agreement, use WE: Produce Other Report - except those specifically covered under other work elements (e.g., WE: Produce (Annual) Progress Report, or WE: Produce Journal Article).</p>
Produce BiOp RPA Report	<p>For projects associated with reasonable and prudent alternatives (RPAs) supporting research, monitoring, and evaluation (i.e., RPAs 50-73), submit an online report through cbfish.org describing how your project helps BPA demonstrate ESA Biological Opinion (BiOp) compliance for your associated RPAs. For projects with multiple recipients, all Grants or Cooperative Agreements will need to contribute, but only one report for each project is needed.</p>
Habitat Improvement	
Increase Aquatic and/or Floodplain Complexity	<p>Work that adds natural materials in stream to create habitat features or to improve channel morphology. Includes J-hooks, barbs, vortex weirs, and large woody debris (LWD), and in some instances the use of angular rock as ballast for LWD structures. Or improve complexity by creation of pools or fish spawning habitat by addition of gravel. If structures are being added primarily to overcome a fish passage barrier, use 184. Install Fish Passage Structure. If replacing or maintaining an existing structure, use 186. Operate and Maintain Habitat/Passage/Structure. If planting is used for bank stabilization, use 47. Plant Vegetation. If other methods are used to control erosion in the riparian and upland zones, use 55. Erosion and Sedimentation Control.</p>
Realign, Connect, and/or Create Channel	<p>Active attempts to directly add sinuosity, meanders, side channels, and/or off-channel habitats (e.g., sloughs or oxbows). May include reconnection of historical channels (either via excavation or diversion of existing streamflow), excavation of new channels, and/or significantly improving the functionality of existing channels (e.g., creating a "natural" spawning channel for chum). If work is solely to add structures/features that change hydraulic conditions and that may eventually cause channel realignment, create a pool, or promote spawning then use WE: Increase Aquatic and/or Floodplain Complexity. If the work includes removal of a barrier for fish passage into upstream reaches of the existing channel, then use WE: Remove/Install</p>

	<p>Diversion, WE: Remove/Breach Fish Passage Barrier, or WE: Install Fish Passage Structure, since the miles of opened habitat must be recorded as a metric. If work is to create, restore, or enhance wetland function then use WE: Create, Restore, and/or Enhance Wetland.</p>
Decommission Road/Relocate Road	<p>Any activity that makes a road or trail unusable including adding berms, pits, boulders or logs, and/or ripping, scarifying, recontouring, or obliterating the road or trail with heavy equipment that may involve re-contouring the slope. Also use for building a road or trail in a more appropriate location to replace a decommissioned road or trail. If decommissioning by planting vegetation or seeding use WE: Plant Vegetation. If removal of fish barrier (e.g., culvert) is included, also use WE: Remove/Install Diversion, WE: Remove/Breach Fish Passage Barrier, or WE: Install Fish Passage Structure. If work also involves channel realignment, use WE: Realign, Connect, and/or Create Channel in addition to this work element.</p>
Develop Alternative Water Source	<p>Provision of water supply for livestock that is out of the water zone and at a distance beyond that which may affect the conditions of the water body. Includes, but not limited to, watering troughs, spring and well development, and guzzler installation.</p>
Develop Pond	<p>Develop a pond and its surrounding habitat for resident fish and/or waterfowl. May involve the installation of a water control structure or excavation. Does not apply to sediment control ponds (WE: Erosion and Sedimentation Control), acclimation ponds (WE: Build, Modify, and/or Refurbish Artificial Production Facility), or wetlands (WE: Create, Restore, and/or Enhance Wetland).</p>
Develop Terrestrial Habitat Features	<p>Includes the installation and/or creation of structures for the benefit of wildlife species, including, but not limited to, nest boxes/platforms, avian perches, snags, guzzlers, and artificial roosting sites.</p>
Improve Road	<p>Work designed to eliminate or reduce erosion, sediment, and/or toxic run-off from reaching streams, rivers, or wetlands from roads or trails currently in use. This includes road projects that reduce or eliminate inter-basin transfer of water, placement of structures to contain/ control run-off from roads or trails, road or trail reconstruction or reinforcement, surface and peak-flow drainage improvements, and roadside vegetation. These roads may be in or extend into the riparian zone.</p>
Install Fence	<p>Work to install various types of fence and/or gates for habitat improvement. If applicable, include cattle guards or water gaps for livestock as part of the deliverable. For riparian fencing, BPA recommends project sponsors include 50+ foot riparian buffers, or wider, based on the stream type, site specific dynamics, and current research. This work is not generally intended to be used for upland fencing for pasture rotation purposes. Upland fencing for fish will be considered on a case by case basis. Upland fencing is authorized for parcels managed for wildlife if this is part of a management plan to exclude livestock. WE: Install Fence should not be used for non-habitat purposes such as securing equipment or property; instead, use a milestone under the work element for which the property or equipment is used. WE: Install Fence should not be used for protection of new plantings; instead, use a milestone under WE: Plant Vegetation or WE: Maintain Vegetation.</p> <p>If work is to repair a fence or exclusion device, use WE: Operate and Maintain Habitat/Passage/Structure. If a lease or other land use agreement of greater than 15 years is completed as part of the fence installation, you must also use WE: Lease Land in addition to WE: Install Fence (i.e., if you have an agreement for less than 15 years, only use WE: Install Fence). For a renewal of a lease or land use agreement that extends the period of protection, you must use WE: Lease Land instead of WE: Install Fence.</p>
Enhance Nutrients in Water Bodies	<p>Addition of fish carcasses, or direct nutrient introduction methods to improve biological diversity in streams, rivers, or lakes.</p>
Plant Vegetation	<p>Use during the first year (and only first year) of planting terrestrial or aquatic vegetation and/or applying seed (aerially, mechanically, and/or by hand) for purposes such as: wildlife cover and forage enhancement, erosion control and soil stabilization (run-off reduction and other soil destabilizing processes and activities not related to restoration after construction of facilities such as passage structures, buildings, or fish hatcheries), roughness recruitment, shading, restoration of native habitat, restoration after wildfires, and rehabilitation of removed roads/trails.</p> <p>All maintenance activities (irrigation, site prep, survival survey) which occur during the same</p>

	Grant or Cooperative Agreement period as planting/seeding should be included in this WE as milestones. See associated work elements and notes for this WE: Plant Vegetation for more guidance.
Practice No-till and Conservation Tillage Systems	Includes establishing conservation tillage systems that focus on increased crop residue during subsequent crop seeding, and/or the reduction or elimination of traditional tilling practices. Work may also include the purchase of chaff chopper/spreaders and other equipment (generally co-operatively purchased) designed to aid in no- or reduced- till operations and crop residue enhancement.
Remove Mine Tailings	Work to remove or re-contour remnant landscape effects from old mining operations. Could be terrestrial or aquatic in nature. If work also creates wetland or modifies channel use WE: Create, Restore, and/or Enhance Wetland and WE: Realign, Connect, and/or Create Channel.
Erosion and Sedimentation Control	This is work that occurs in the riparian and upland zones, which may include the installation of water bars, gully plugs and culvert outlets, grassed waterways, grade stabilization structures, sediment catchment ponds/basins, regrading or terracing, and removal of drainage pipes and other blockages specifically to prevent erosion, sediment slumps, or landslides. This WE does not include improvements to roads or the planting of vegetation in applications other than surface soils stabilization. For that work, use WE: Improve Road or WE: Plant Vegetation, respectively.
Enhance Floodplain/Remove, Modify, Breach Dike	Refers to the removal, breaching, or alteration/set-back of a dike to restore riparian/floodplain or wetland habitat. This may also involve the installation of a tidegate or culvert. Also includes re-contouring of habitat to restore or enhance wetland or floodplain functionality and connectivity.
Create, Restore, and/or Enhance Wetland	Refers to the creation, restoration, or enhancement of a wetland area or function. This may be from the installation of a water control structure, re-contouring, and excavation to improve habitat connectivity. If the wetland was created from dike removal, breaching or modification, or the installation of a tidegate or culvert to improve fish passage, also use WE: Enhance Floodplain/Remove, Modify, Breach Dike, or WE: Install Fish Passage Structure. If additional actions or techniques are implemented, make sure you properly document associated work elements, e.g., WE: Develop Pond, or WE: Develop Terrestrial Habitat Features. Habitat creation (establishment) is defined as the manipulation of the physical, chemical, or biological characteristics present to develop a wetland on a site, where a wetland did not previously exist. Creation results in a gain in wetland acres. Habitat restoration (re-establishment) is defined as the manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to former wetlands that may have been filled or subsided. Re-establishment results in rebuilding a former wetland and results in a gain in wetland acres. Restoration results in rebuilding a former wetland and results in a gain in wetland acres by re-gradation of the elevation to support wetland vegetation and function. Habitat enhancement is defined as the manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions of degraded wetland. Habitat enhancement is the manipulation of a site to heighten, intensify, or improve specific function(s), to change the growth stage or composition of the vegetation present, or is undertaken for a purpose such as water quality improvement, flood water retention, or wildlife habitat.
Remove, Exclude and/or Relocate Animals	Removal or relocation of fish and wildlife species and/or any action employed to exclude non-native or undesirable fish and wildlife species from a particular area. Roundup and exclusion of animals protected by the Wild Free-Roaming Horses and Burros Protection Act of 1971 is not approved under the BPA Fish and Wildlife Mitigation Program. For California sea lions, "removal" and "exclusion" only includes non-lethal hazing. For trapping California sea lions for the sole purpose of tagging, use WE: Mark/Tag Animals. Examples of "removal" of fish and wildlife species include the removal of bullfrog egg masses and adults or removal of northern pikeminnows. Examples of "exclusion" activities include the installation of a fish passage barrier to exclude non-native fish from high mountain lakes. Fencing activities designed to "exclude" livestock should use WE: Install Fence. An example of a "relocation" activity includes the relocation of beavers.

Remove Vegetation	<p>Use during the initial year of treating a site if removing one or more plant species, or a number of individuals of a plant species, by mechanical, biological, and/or chemical means, or by controlled burn.</p> <p>Target species are often exotic or non-native plants, naturalized plants, or undesirable native plants, all of which may be considered to be noxious, invasive or "weeds". Includes the removal of both aquatic and terrestrial plants as well as tree stand manipulation due to encroachment or to create forage openings.</p>
Habitat/Passage Operations and Maintenance	
Investigate Trespass	Efforts involved with establishing whether trespass is occurring (human or livestock). For fence maintenance use WE: Operate and Maintain Habitat/Passage/Structure.
Remove Debris	Removal of items such as trash, old buildings, and abandoned equipment from water or land. Does not include removal of a diversion or instream structure. For removal of organic matter when cleaning screens, use WE: Operate and Maintain Habitat/Passage/Structure.
Trap and Haul	Work to capture and transport fish, including kelts, usually by means of trucking or barging for the purpose of assisting upstream and/or downstream migration, fish salvage operations, or re-establishing a population in different tributaries. If trapping and hauling for predator control, use WE: Remove, Exclude and/or Relocate Animals. If installing a fish trap, use WE: Install Fish Monitoring Equipment.
Operate and Maintain Habitat/Passage/Structure	The inspection, operation, and maintenance of habitat features including, but not limited to, fences, instream structures, passage facilities, sediment control structures, and off-site water developments. Inspection includes visual surveys, photo points, and physical parameters to assure habitat structure is functioning as intended. Also includes the maintenance of residences, sheds, barns, and other buildings associated with habitat/passage projects. Use WE: Provide Access and Public Information for maintenance of access roads, parking areas, signs, and kiosks. Use WE: Maintain Artificial Production Facility/Infrastructure, for operation and maintenance of facilities and structures associated with hatcheries. Use WE: Maintain Vegetation for vegetation maintenance.
Provide Access and Public Information	Installation and/or maintenance of signs, kiosks, information boards, access roads, trails, road closures, and parking areas. You should use this WE for trespass signing rather than WE: Investigate Trespass. Also, WE: Maintain Artificial Production Facility/Infrastructure, should be used for this kind of work pertaining to hatchery operations and WE: Improve Road, should be used for road work associated with habitat improvement by reducing erosion.
Law Enforcement	Provide enforcement activities on mainstems and tributaries, including two primary components: (1) reduce illegal take of Columbia Basin fish & wildlife, and (2) enforce habitat rules and regulations. Enforcement officers will enforce fisheries and habitat regulations, providing protection against illegal takes on resident fish, anadromous fish, and Columbia River salmon species throughout their life cycle, i.e., "gravel to gravel," with an emphasis on weak stocks passing through the hydro-power corridor into tributary streams and critical habitats. This WE should also be used when purchasing enforcement support equipment, e.g., boats, vehicles, radios, etc.
Maintain Vegetation	<p>Maintain planted or pre-existing vegetation through physical, chemical, mechanical, and/or biological activities such as scalping, installing mats or mulch, mowing, irrigating, fertilizing, applying herbicide(s), burning, using Integrated Pest Management (IPM), preventing or reducing animal damage (browse repellents, tree tubes). This includes using different, or the same, treatment techniques in previously treated areas the second year, or later, of planting.</p> <p>Vegetation maintenance activities which occur during the first (initial) year of planting (such as installing tree tubes, fertilizing, animal repellents, etc.) should be a milestone under WE: Plant Vegetation.</p>
Instream Passage Improvement	
Install Fish Screen	Work to install or replace a fish screen associated with a diversion or pump. Typical screen types include rotary drum, flat plate or traveling. The design of complex or large-scale screens is typically a separate work element. See WE: Produce Design and/or Specifications.
Install Siphon	Covers work that installs a siphon, flume, or other structure to separate canal flow from stream flow where the two have been intermingled as part of past water diversion development, resulting in fish using the natural stream course for passage and rearing. If additional fish

	barriers are needed, include these as a milestone. This WE is specific to modifying existing structures; the design of these structures is typically a separate work element and should use WE: Produce Design and/or Specifications.
Remove/Install Diversion	Work that removes, replaces, or avoids creating a fish passage barrier associated with a stream diversion, including push-up dams. May be part of a diversion consolidation effort that reduces the number of diversion sites. Includes installation of alternative ways to divert stream flow without creating passage barriers caused by traditional diversion structures. Examples include, but are not limited to, infiltration galleries, instream diversion pumps, and lay-flat stanchions.
Remove/Breach Fish Passage Barrier	Work that facilitates fish passage over a natural (e.g., beaver) or human-made barrier by breaching or removal without replacement. This includes dams, weirs, fish ladders, tidegates, culverts, bridges, and road crossings. If the dam is part of a diversion, use WE: Remove/Install Diversion. If installing a fish passage structure at the same location, use WE: Install Fish Passage Structure, and have removal of the passage barrier as a milestone under that work element.
Install Fish Passage Structure	<p>Install, replace, or modify structures when the intent is to improve fish passage and/or flow, typically by removing or modifying a full or partial instream barrier. "Structures" include: fish ladders, bridges, culverts, jump pools, roughened channels, and weirs. "Barriers" include such obstacles to fish passage as man-made dams (including push-up diversion dams), tidegates, weirs, culverts, rock fords and road crossings, as well as natural barriers such as logjams and natural streambeds. When using this work element, if work includes removing a fish passage barrier, include that work as a milestone under this WE instead of using WE: Remove/Breach Fish Passage Barrier.</p> <p>Where anadromous fish are present, structures installed must meet current NOAA specifications and USFWS specifications for bull trout and lamprey. Use WE#180, Enhance Floodplain/Remove, Modify, Breach Dike if the installation of a passage structure is associated with a dike removal, breaching, and modification, and may create additional acres of habitat as well as providing access to instream habitat. Use WE: Install Fish Monitoring Equipment, for weirs installed primarily to restrict fish passage for the purpose of monitoring or collecting fish (e.g., picket weirs). Design of complex or large-scale fish passage structures is often a separate work element (see WE: Produce Design and/or Specifications).</p>
Land Acquisition / Conservation Easement	
TBL Work	This is a BPA Internal-use only work element. BPA uses this work element for any work the Transmission Business Line (TBL) provides in support of a fish and wildlife project. May include appraisal review, appraisals, help in development of an MOA, real estate negotiations, survey/photogrammetry, and GIS work. Additionally, relocation costs associated with a land purchase are captured here.
Prepare HEP Report	Efforts leading to a report to present the findings of the Habitat Evaluation Procedure (HEP) survey conducted by the Regional HEP team.
Lease Land	Includes riparian, grazing, and multiple-use leases, typically for multiple years.
Conduct Pre-Acquisition Activities	This work element includes the majority of the steps that are required before fee title or a conservation easement can be acquired for a tract of land. The steps include: perform appraisal, title searches, hazardous waste assessment, and land boundary surveys; provide legal descriptions; and identify minimum habitat units. For easements, this work element would also define the easement terms and conditions.
Hatchery / Major Construction	
Construction Management	Oversight of construction, including activities ranging from conducting daily construction observation, to providing professional on-site inspection services, to construction management support, including recipient daily-log review; RFI review and responses; submittal review and responses; and key site observations, such as reinforcement inspection, concrete pour observation, and facility start-up. Usually this WE is used only on larger construction activities (\$250,000 or greater value) and/or where construction management is deemed to be important or complex enough to warrant splitting it out in a separate Grant or Cooperative Agreement from the actual construction work.

Build, Modify, and/or Refurbish Artificial Production Facility	This work element covers all work associated with the planning and construction of a new hatchery, or modification, major maintenance, or addition to an existing facility. This includes construction of any structural component of an artificial production facility, and real property alterations associated with the site or satellite facilities. For example: incubation rooms, rearing tanks/ponds, raceways, acclimation ponds, holding ponds, pumps, wells or other water supply, hatchery offices, staff housing, roads, asphalt, etc.
Council Step Process	<p>Projects that fall under the Council's 3-Step Review Process include artificial production programs/facilities, other major or complex construction programs, programs that address an entire watershed, or actions that substantially deviate from a subbasin plan.</p> <p>Step 1 - conceptual planning, represented under the Program primarily by master plan development and approval. Step 2 - preliminary design and cost estimation, and environmental (NEPA and ESA) review. Step 3 - final design review and detailed cost estimation prior to construction and operation.</p> <p>Activities necessary to coordinate through the review process include submitting required documents, responding to Council/ISRP questions, developing and providing additional materials, attending meetings with Council/ISRP, and making appropriate revisions to receive acceptance and approvals to proceed to next steps.</p>
Hatchery Operations and Maintenance	
Maintain Fish Health	Includes the work performed under Grants or Cooperative Agreements solely for fish health maintenance, such as fish health monitoring, pathology sampling, laboratory processing of samples, and consultation with fish health professionals. If the full range of hatchery fish culture activities is performed under a Grant or Cooperative Agreement, use WE: Produce Hatchery Fish instead.
Maintain Artificial Production Facility/Infrastructure	<p>Includes all minor maintenance and repair activities associated with fish production facilities, including maintenance of buildings, grounds, raceways, acclimation ponds, net pens, water treatment facilities, equipment, vehicles, etc.</p> <p>All significant actions in response to emergencies must be reported to the CO and COR by email and phone call as soon as is practical (i.e., after life and property are secured).</p>
Trap/Collect/Hold/Transport Fish - Hatchery	Includes work performed under Grants or Cooperative Agreements solely for trapping, collecting, transporting, and/or holding fish (all life history stages) for inclusion in a fish culture program. If the full range of fish culture activities is performed under a Grant or Cooperative Agreement, use WE: Produce Hatchery Fish, with milestones for trapping, collecting, transporting, and/or holding fish, as appropriate.
Produce Hatchery Fish	This work element includes the fish culture activities associated with a "typical" hatchery O&M Grant or Cooperative Agreement: obtaining broodstock, spawning broodstock, incubating fertilized eggs, maintaining fish health, rearing juveniles, acclimating juveniles prior to Grant or Cooperative Agreement, releasing juveniles into a stream or lake (either onsite or from a separate acclimation facility), and transportation of fish or eggs between various locations. O&M recipients should use this work element, "Produce Hatchery Fish," along with WE: Maintain Artificial Production Facility/Infrastructure, in their SOWs. Use WE: Maintain Fish Health, if you are ONLY performing fish health activities under your Grant or Cooperative Agreement. Unless there are unusual circumstances, use only one work element per species and brood year.
Put and Take Fisheries	The stocking of a pond, lake or reservoir with hatchery reared fish for recreational fishing purposes. This includes the transport and stocking of the fish, and the operation and maintenance of the recreational facilities, e.g., bathrooms and access roads. Use a separate work element for each species.
Research Monitoring and Evaluation	
Install Fish Monitoring Equipment	<p>This work element should be used as little as possible and has been reserved almost exclusively for the PTAGIS project, which installs fish monitoring equipment for use by NOAA Fisheries and the Army Corps of Engineers. Please contact your COR before adding this work element into your SOW.</p> <p>In most instances, rotary screw trap installation (and removal) should be a milestone under the WE for which the equipment will be used, typically WE: Collect/Generate/Validate Field and Lab</p>

	<p>Data, or WE: Mark/Tag Animals.</p> <p>This work element should be used as little as possible, since BPA needs to track the true cost and effort needed to collect data or mark animals. The PTAGIS project is the exception to this, which installs fish monitoring equipment for use by NOAA Fisheries and the Army Corps of Engineers.</p>
Develop RM&E Methods and Designs	<p>Work to identify and/or develop monitoring methods, designs, or associated tools. This includes statistical and sampling designs; protocols for field or remote sampling, data analysis, lab procedure, reporting standards, and quality assurance/quality control; development of data definitions and metadata; conceptual or simulation models; software development; tagging and other monitoring equipment; and generally any other work that prepares for the implementation of actual data collection/generation. Protocols, including temporal and spatial designs, data collection and analysis methods, and related metrics or indicators, will be "Published" in monitoringmethods.org. Does not apply to producing an RM&E plan itself (see WE: Produce Plan). Does not apply to models that are developed in the course of analyzing and interpreting existing data, such as multivariate models (see WE: Analyze/Interpret Data). Do not use this WE to describe field training activities. Instead, use the WE that applies to the activity to be conducted. Eg. Electrofishing should be in WE: Collect/Generate/Validate Field and Lab Data</p>
Collect/Generate/Validate Field and Lab Data	<p>Collect, generate, or capture source or empirical data; enter data into a computer spreadsheet/database; use automated data capture programs/routines and related hardware/software (e.g., PDAs, data loggers, thermographs); prepare or compile metadata; implement quality assurance/quality control (QA/QC) processes.</p> <p>Includes the collection of field samples/specimens (e.g., tissue, macroinvertebrate, or water quality samples), remote sensing data, and the subsequent laboratory processing of field samples/specimens and generation of data summaries.</p> <p>May include the installation of a weir, trap, electronic portal, or other equipment or facility used to monitor fish passage or to collect juvenile or adult fish.</p>
Mark/Tag Animals	<p>Covers activities integral to placing marks/tags on animals. Recognizing that this is a subset of data collection/generation, it has been separated to facilitate tracking the sometimes-significant costs associated with animal marking/tagging.</p> <p>This also covers installation of a weir, trap, electronic portal, or other equipment or facility used to monitor fish passage or to collect juvenile or adult fish. This describes the installation of relatively permanent fixed facilities as well as more mobile equipment, like rotary screw traps for smolts.</p> <p>This work element includes capture and bio-sampling activities when they support a primary purpose of placing the mark/tag. It also includes monitoring the effects of the mark/tag on the animals (e.g., tagging mortality), the mark/tag retention/detectability, other QA/QC for the mark/tag data, and creation of associated metadata. It does not include capture activities when the primary purpose is to collect biological data, and does not include subsequent mark/tag observations and analysis.</p> <p>When tagging fish, a separate instance of WE: Mark/Tag Animals must be used for different species. Also, if the marks are different by life stage (juveniles vs. adults), you should use a separate instance of WE: Mark/Tag Animals for each life stage. Insertion of a CWT in fry, followed by insertion of a PIT tag in the same fish as a parr, would be considered as both occurring under the "juvenile" life stage, and thus could be covered under the same WE: Mark/Tag Animals.</p> <p>If the marks will be applied to fish in a closed system, and fish will not be released, simply include your marking/tagging technique as a milestone under WE: Collect/Generate/Validate Field and Lab Data.</p> <p>For the use of this WE, a tag/mark is defined as something that is applied or done to the animal. "Genetic tags" do not fit this definition. Genetic sampling should be addressed under WE: Collect/Generate/Validate Field and Lab Data.</p>

<u>Transfer/Consolidate Regionally Standardized Data</u>	<p>This work is for transferring or reformatting data from one spreadsheet/database to another, typically primary data from a field or lab site to a higher-level, secondary regional or national database. This may also include derived data if such data are calculated by entities other than the secondary database. It includes both the act of sending and receiving, hardware/software needs for automated uploads/downloads (e.g., transmission and relay links for regular nightly uploads from remote telemonitoring sites), the development and application of data exchange protocols (including QA/QC), and any formatting and documentation required to make the transfer. It does not include initial data entry but it does include manipulating (e.g., reformatting and, if appropriate, georeferencing) data at the receiving end.</p> <p>This work element explicitly reinforces the importance of transferring data to databases where they will be maintained and accessible. Capturing data above the field or lab level includes acquisition in electronic formats, entering data into a computer from historical records, digitizing images, and other methods for converting information to digital format for later dissemination or analysis. This work element may include generating secondary/derived data when those data are stored in regional databases for access and use by other parties.</p>
<u>Create/Manage/Maintain Database</u>	Any work that maintains or improves the security, quality, accessibility, or utility of data. Includes creation of relational databases; creation of computer applications to manage data, creation of standardized data formats, management of the data within the database, database hardware/software maintenance and improvement, QA/QC, building and maintaining connectivity with interrelated applications (e.g., GIS), integrating with distributed information management systems using industry standards for discovery (i.e., web portals) and creation of metadata/documentation and user-support materials for the consolidated data, etc. This applies both to larger regional, secondary databases and to local primary databases (can include spreadsheets) maintained on desktops for individual projects. Does not include generation of data queries or reports, except for internal data management and QA.
<u>Disseminate Raw/Summary Data and Results</u>	All work that makes data and information available to others, except for written products covered specifically by other work elements. Includes maps, data query systems, internet data distribution (including online data query systems and web services), development and use of online data display tools, library and archival services, integration with distributed information management systems using industry standards for data display and analysis, and oral and abstract presentations of results to professional audiences. For regional data management projects this can include dissemination of information about the purpose, functions and tools of the data management projects themselves. For outreach and education to students, the general public, and other non-professional audiences, see WE: Outreach and Education.
<u>Analyze/Interpret Data</u>	Data analysis that goes beyond generation of data summaries from data collected or generated in the field or through remote sensing. These activities apply analytical tools to derive variables or indicators to inform management decisions. Often involving tests of statistical significance, this work element also may include modeling, indices, and synthesis. Typically culminates in resource management recommendations presented in a report of research/evaluation findings or analyses presented as formal publications. For the effort to publish your study, also use WE: Produce Journal Article.
<u>PIT Tags</u>	This is a BPA Internal-use only work element. BPA uses this work element to capture the cost of PIT tags purchased by BPA on behalf of the recipient(s). While this work element is not included in the recipient's statement of work, it is a project expense. Use WE: Mark/Tag Animals, for recipient expenses associated with ordering and/or implanting the tags in fish or wildlife.
<u>Produce Journal Article</u>	The "general title/subject" of an individual manuscript should be named in the WE title. This work element should only be used when either the study is complete, or when a very significant stage of the data collection and analyses are done, and the subject matter is well defined. Separate work elements should be used for each document. If you do not have a proposed title (or subject), you may not be far enough along in the data analysis to be using this work element. This work element applies only to manuscripts being submitted for possible peer-reviewed publication. Other technical analyses should be included as part of a project progress report WE: Produce (Annual) Progress Report.
Water Conservation and Irrigation Practices	
<u>Install Well</u>	Install well to enable groundwater to be used for irrigation as an alternative to instream flow. Wells installed to provide water for livestock should be covered under WE#34, Develop Alternative Water Source. Wells installed to provide hatchery or acclimation water supplies should be covered under WE: Build, Modify, and/or Refurbish Artificial Production Facility. If a

	well is being installed to provide water instream, also use WE: Develop and Negotiate Water Right Transaction and WE: Acquire Water Instream.
Install Flow Measuring Device	Includes activities for installing and/or moving electrical flow gauges or other complex flow measuring devices, such as flow gauges using telemetry to transmit data. Devices may be fixed or portable, and tend to be left in place for a full season or longer. Actual measurement would occur under WE: Collect/Generate/Validate Field and Lab Data.
Install Water Conservation Measure	<p>This work element is for work designed to provide irrigation efficiencies which result in increased instream flow, such as installing a pipeline, sprinkler, and/or lining a diversion ditch. Other options should have already been considered to accomplish this purpose, such as water transactions or obtaining cost-share for this work element and subsequently transferring conserved water instream.</p> <p>To cover initial work to put conserved water instream, including coordinating with the Columbia Basin Water Transactions Program, also use WE: Develop and Negotiate Water Right Transaction and WE: Acquire Water Instream.</p> <p>If the conservation measure is part of a larger irrigation consolidation project that involves eliminating a diversion, then you must also use WE: Remove/Install Diversion. If installing a pipeline to provide water to livestock, use WE: Develop Alternative Water Source instead.</p>
Aquifer Recharge	This work element should be used for any aquifer recharge work in support of a fish and wildlife project.
Water Transactions Work Elements	
Develop and Negotiate Water Right Transaction	Covers initial aspects of completing water right transactions from preliminary evaluation of the viability of a specific transaction opportunity to preparing the water transaction. May include: negotiating, proposing, and review of water deals through the Columbia Basin Water Transactions Program (www.CBWTP.org) process. Entities seeking to do a water transaction or conserve water should contact the CBWTP to acquire or transfer water instream. Work element does not include general landowner coordination before any transaction opportunity is identified. Includes development of transactions to put more water instream such as split season leases, long-term leases, diversion reduction agreements, permanent water transfers, stored water agreements to increase stream flows, conserved water, and water exchanges.
Acquire Water Instream	<p>Covers final aspects to complete implementation of water transactions through the Columbia Basin Water Transactions Program process to maintain and/or increase the flow of water to provide needed habitat conditions. Work includes steps for payment of funds to water right holder and/or completion of agreement for securing protected water instream. The work element involves the purchase or transfer of water rights for instream purposes, and these water allocations are not withdrawn from the stream. This work element is generally linked with WE: Develop and Negotiate Water Right Transaction.</p> <p>This work element may be linked with WE: Install Well, WE: Install Pipeline, WE: Install Sprinkler, and WE: Line Diversion Ditch for purposes of legally transferring conserved water instream. Entities using these irrigation efficiency work elements and putting water instream should coordinate with the CBWTP to complete a CBWTP water transaction checklist to ensure conserved flow is put instream and this work element is used to collect metrics for the amount of flow secured instream. See www.cbwtp.org for more information regarding the Columbia Basin Water Transactions Program. This work element may often be used in a separate Grant or Cooperative Agreement, such as a release under the CBWTP, instead of the release with irrigation efficiency work elements due to the time involved for the conserved water application to be processed through the state water agency. This work element may also be used to transfer water rights instream that were secured from an earlier land transaction if the water rights were not dedicated to instream purposes at the time of acquiring the land and putting the water rights instream is consistent with the fish and wildlife purposes.</p>
Miscellaneous	

<u>Income-Producing Activities</u>	<p>Includes all benefits and income-producing activity taking place on, or associated with property purchased with BPA funds. Benefits are actions that take place (such as grazing recipient-owned cattle) which have value to the recipient, but for which income is not received by the recipient. Income (including interest) must be placed in a separate account for this project, and not intermingled with other funds. Benefits, Income and a Spending Plan must be documented in a stand-alone report.</p> <p>The Work Element Budget for this WE should reflect all costs, including indirect, required to administer all benefits, income-producing actions and completion of a Spending Plan for which the recipient requests BPA reimbursement as part of this Grant or Cooperative Agreement.</p>
<u>Construction - Non-Hatchery</u>	<p>This work element should be used only on a limited basis. This work element covers all work associated with the planning and construction, or modification, major maintenance, or addition to an existing building or facility that is not part of a hatchery. This includes construction of any structural component of the building, and associated with the site. For example: office buildings, shop, equipment storage sheds, maintenance buildings, etc. This work element is meant to be used only for construction that cannot fit into another work element. For example: nursery construction should use WE: Plant Vegetation, bridge construction should use WE: Install Fish Passage Structure. Instream work should use the work element that best describes it, such as WE: Increase Aquatic and/or Floodplain Complexity or WE: Realign, Connect, and/or Create Channel.</p>

D.2 Safety

Safety is of utmost importance to BPA. In performing work under this Financial Assistance Master Agreement, the Recipient shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The Recipient shall exercise a degree of care commensurate with the work and the associated hazards. The Recipient, its employees and sub-recipients/subcontractors will at all times comply with all respective statutory, tribal, state and federal safety laws relating to the carrying out of the work under all Releases under this Financial Assistance Master Agreement.

Part E – Inspection and Acceptance

BPA will monitor each task order/release for progress, adherence to BPA requirements, and completion of requested scope. BPA's inspections are for the sole benefit of BPA and do not relieve The Recipient of responsibility for providing adequate quality control measures.