

Bonneville Power Administration

**Fish & Wildlife
Contract
Management Manual**

November 7, 2003

Table of Contents

Only the sections shown in **bold** are included in this version of the Manual. The remaining chapters and sections are included only to provide the reader with a general list of topics that BPA is considering adding to the Manual in the future. See Scope, page 1, for more information.

SCOPE	3
--------------------	----------

PART I: Planning

Chapter 1 Multi-year Contracting Program (future topic)

PART II: Pre-Award Process

Chapter 2 The Solicitation and Review Process (future topic)

2.1 Solicitation, Review, and Decision (future topic)

2.2 Non-Contract Dispute Resolution (future topic)

PART III: From Proposal to Contract or Grant

Chapter 3 From Proposal to Contract or Grant (future topic)

3.1 Contracts vs. Grants (future topic)

3.2 Timely Contract Execution and Unauthorized Work.....4

3.3 Statement of Work and Budget (future topic)

3.4 Work Schedules6

Exhibit 3.4 Sample Work Schedules for BPA Projects8

3.5 Spending Caps10

Exhibit 3.5 Spending Caps and Spending Plans: Cases 1 and 2.....13

3.6 NEPA, ESA and Permits (future topic)

3.7 BPA-Contractor Communication, including Roles and Responsibilities of the Project Manager vs. CO vs. COTR (future topic)

PART IV: Project Management and Contract Administration

Chapter 4 Project Management (future topic)

Chapter 5 Contract Administration

5.1 Requisitions (future topic)

5.2 Delegations (future topic)

5.3 PR Package Checklist (future topic)

Chapter 6 Invoicing and Payment

6.1 Allowable and Unallowable Costs.....15

6.2 Submittal of Proper and Timely Invoices.....18

6.3 Invoice Review and Approval.....25

6.4 End-of-Performance Period and Final Invoices (future topic)

6.5 Contract Dispute Resolution (future topic)

Chapter 7 Reporting Requirements

7.1 Progress Reporting (future topic)

7.2 Technical Reports (future topic)

7.3 Biological Opinion/RPA Reporting (future topic)

Chapter 8 Contract Closeout (future topic)

Appendices:

Appendix A: Glossary of Acronyms and Terms.....28
Appendix B: Waivers29

SCOPE

This Contract Management Manual is intended to facilitate timely processing and consistent implementation of Fish and Wildlife contract and financial assistance agreements. We hope that contractors as well as BPA's Contracting Officers, Project Managers, and Contracting Officer's Technical Representatives will find it useful. Contracting Officers and COTRs may not waive the requirements of this Manual without written approval of the Vice President of EF&W (or delegate). In addition to this general requirement, this Manual explicitly lists several policies of particular importance that require waivers. See Appendix B, Waivers.

The scope of this Manual does not include the process established by the region to solicit, review, or fund proposals submitted by sponsors. Most of the policies in this Manual are oriented toward the development and administration of contracts. This Manual does not supersede the provisions of any individual contract or financial assistance agreement. This Manual does not supersede the Bonneville Purchasing Instructions (BPI).

We, at BPA, hope this Manual, in combination with our other efforts, will be instrumental in our drive towards excellence in both contract and financial management of BPA's Fish and Wildlife program.

PART III: From Proposal to Contract or Grant

Chapter 3 — From Proposal to Contract or Grant

Section 3.2: Timely Contract Execution and Unauthorized Work

A. Introduction

BPA is developing policies and procedures to ensure that contracts are awarded on a timely basis. BPA will work with contractors to minimize incidences in which contractors are working without a contract, working after expiration of an existing contract, or working on a temporary contract extension without a finalized Statement of Work and budget. The following policy is the first step of several that are needed to meet this goal.

B. General Policy

BPA intends to:

1. establish standards for executing contracts on a timely basis,
2. measure performance in meeting those standards,
3. implement systems to reduce lead times, and
4. eliminate the common practice of allowing time extensions when contracts cannot be executed before work is scheduled to begin.

C. Specific Policy

1. Definitions

“Fully Executed Contract” means a contract that includes a negotiated Statement of Work and budget for the full contract period, includes all applicable contract terms and conditions, and is signed by both the BPA Contracting Officer and the contractor.

“Contract Lead Time” means the period of time beginning when the contractor provides the BPA Project Manager/COTR a minimally acceptable contract package (statement of work, budget, and supporting documentation) and ending when the contract has been executed by both parties.

2. Lead Times

- a. BPA intends to ensure Contract Lead Times are significantly reduced during FY2004. BPA is undertaking several initiatives to reduce lead times, including ensuring that BPA's approval of the annual project budgets is announced as far in advance as possible prior to the beginning of BPA's fiscal year (October 1).
- b. Contractors shall submit their proposed Statement of Work, budget, and Work Schedule at least 90 days before the work is scheduled to begin (new contracts) or the existing contract period expires (contract renewals). This lead time is important to allow time to resolve questions and ensure both parties have time to sign the contract before work is

scheduled to begin. BPA will complete the implementation of this policy in 2005. During 2004, BPA will work with contractors to transition to this policy, particularly with regard to the lead time needed for the contractor to obtain their final internal approval to sign the contract.

- c. In order to reduce lead times and improve collaboration, BPA's CO and Project Manager/COTR shall jointly review the contractor's proposed Statement of Work, budget, and supporting documents making one list of questions or concerns, if necessary, that then are jointly discussed with the contractor.

3. Unauthorized Work

- a. Contractors may not begin work without a contract signed by the BPA Contracting Officer or other explicit authorization by the Contracting Officer. BPA will not pay for work performed prior to such authorization. COTRs shall not encourage or allow a contractor to begin work without such authorization. This requirement applies to both new contracts and contract renewals.
- b. COTRs shall not extend contracts to allow time to negotiate and sign a contract renewal without first obtaining written approval of the Vice President of EF&W (or delegate). See Appendix B, Waivers. CO's shall inform the Vice President (or delegate) if they extend a contract without such prior approval, including instances where the extension was necessary for the CO to complete their part of the process rather than allowing the contract to expire. No cost time extensions to complete work that does not otherwise involve a renewal of the contract are not subject to this paragraph.
- c. If the contractor has received a temporary extension or authorization from the CO, BPA will not pay for such work until the Fully Executed Contract is complete (signed by both parties). This requirement may be waived only by the Vice President of EF&W (or delegate). See Appendix B, Waivers.

Section 3.4: Work Schedules

A. Introduction

A Work Schedule is a summary of the contract condensed into one table. A Work Schedule lists the start/end dates and estimated budget for each task.

B. General Policy

Work Schedules shall be used:

1. As a planning tool to ensure a mutual understanding between the COTR and the contractor before the contract is executed.
2. As a project management tool for monitoring planned progress/costs against actual progress/costs.
3. As a contract management tool to ensure that if actual progress/costs vary significantly from planned progress/costs, the parties have adequate time to obtain approvals to change either the contract tasks or budget. This is particularly important to ensure neither the fiscal year Spending Cap nor the contract ceiling are exceeded. BPA plans to use Work Schedules in conjunction with a separate BPA-generated report which will track actual contract expenses based on invoices received from the contractor.

C. Specific Policy

1. Prior to Contract Execution

Prior to contract execution, the contractor shall submit a draft Work Schedule with the proposed Statement of Work and contract budget. The Work Schedule should not be incorporated into the contract since it is intended as a working tool to be updated without a formal contract amendment.

Work Schedules must contain the following elements in one table:

1. List of each objective and task.
2. Start and end date for each task (by month and year).
3. An estimated total budget amount for each task. If requested, the contractor shall also provide a separate breakdown of the labor hours associated with each task. Costs that are allocated across multiple tasks (e.g., indirect rates or equipment used in multiple tasks) may be either listed as a separate line item or allocated among the appropriate tasks.
4. Reference information including:
 - Contractor name
 - Contract number
 - Contract budget period
 - Name of person who prepared the Work Schedule and date.

Work schedules should not include more detail than necessary for the contractor and COTR to develop an overall plan before contract execution and to assess progress during the performance of the work.

2. After Contract Execution

The COTR shall review the Work Schedule with the contractor on a regular basis to keep informed of progress and to determine if corrective action is appropriate. COTRs are encouraged to discuss the Work Schedule when certifying invoices. BPA acknowledges that the costs allocated to each task are estimates and that variation between estimated and actual costs is likely to occur.

After contract execution, revisions to the Work Schedule may be made without modifying the Statement of Work and budget unless the changes:

- a. increase the total contract cost ceiling,
- b. shift work into the next contract budget period, or
- c. result in a change to the scope of the contract.

The Contractor shall update the Work Schedule in writing. Although this can occur any time during the year, it is particularly important to do so if changes occur that are likely to impact:

- a. upcoming Regional progress reviews
- b. the contract ceiling or the completion of tasks after the current contract budget year expires, or
- c. the Spending Cap for the next BPA fiscal year.

3. Sample Work Schedules

Two sample Work Schedules are shown in Exhibit 3.4. The contractor may use any tool (e.g., Microsoft Project, Excel, Word, Word Perfect, etc.) as long as the minimum requirements above are met. Work Schedule templates are posted on the F&W Website (under "Information for F&W Contractors").

D. Implementation

BPA is collaborating with the Business Practices Committee and Template Subcommittee to create integrated templates for Work Schedules, Statements of Work, Budgets, etc. These committees include representatives from the Council staff, Columbia Basin Fish and Wildlife Authority, individual contractors, and BPA. The Work Schedules in this version of the Manual are likely to evolve as we develop and implement all of the templates in 2004. For this reason, BPA will implement this policy with the understanding that changes may be needed to integrate these Work Schedule requirements with other templates that have not yet been developed.

Exhibit 3.4 Sample #1: Work Schedule

Exhibit 3.4 Sample #2: Work Schedule

WORK SCHEDULE

Contractor:

Contract Number:

Contract Period:

Prepared by:

Date:

NOTE: Costs that are allocated across multiple tasks (e.g., indirect rates or equipment used in multiple tasks) may be either listed as a separate line item or allocated among the appropriate tasks.

Objective / Task Number	Objective / Task Description	Estimated Total Budget By Task	Task Start Date (mo/yr)	Task End Date (mo/yr)
I. PLANNING AND DESIGN				
Objective 1				
Task 1.1				
Objective 2				
Task 2.1				
Task 2.2				
Task 2.3				
II. CONSTRUCTION AND IMPLEMENTATION				
Objective 1				
Task 1.1				
Task 1.2				
Task 1.3				
III. OPERATIONS AND MAINTENANCE				
Objective 1				
Task 1.1				
Task 1.2				
IV. MONITORING AND EVALUATION				
Objective 1				
Task 1.1				
Task 1.2				
Total Budget				

Section 3.5: Spending Caps

A. Introduction

BPA has established Spending Caps to ensure total contract expenditures within a Fiscal Year do not exceed the total amount budgeted for that Fiscal Year (October 1-September 30).

B. Policy

1. At the time of contract execution or renewal, a Spending Cap shall be included in the contract that limits expenditures for the F&W Program Fiscal Year (begins October 1 and ends the following September 30.) The amount of the annual Fiscal Year project budget set by the Council and BPA will also become the amount of the Spending Cap. if:
 - a. The contract term begins on October 1 and ends on September 30, or
 - b. The contract term begins on any other date and all of the following criteria are met:
 - i. there is only one contract under the project budget set by the Council and BPA,
 - ii. the annual Fiscal Year budget does not change by more than 5% between Fiscal Years, and
 - iii. the seasonal spending pattern does not vary significantly between contract years.

See Exhibit 3.5, Simple Case #1 for an example of this policy.

2. If the criteria established above do not apply, the COTR and their manager, in consultation with the contractor, shall establish the Spending Cap based on their best estimate of the dollar amount needed to accomplish work planned during the Fiscal Year within the limitations established by the Council and BPA. For contracts renewed in the last half of the Fiscal Year that have an annual Fiscal Year budget that exhibits significant variations in any of the criteria in 1(b), above, the COTR should work closely with their manager and the Council in advance of the contract renewal date to determine the appropriate Spending Cap amount, while taking into account the specific Fiscal Year budget recommended by the Council.

See Exhibit 3.5, Complex Case #2 for an example of this policy.

3. Both the Contractor and COTR shall regularly monitor planned vs. actual expenditures to ensure that the Spending Cap is not exceeded. Contractors may find it helpful (but are not required) to prepare spending plans to track their total planned spending by month. See Section C,2, below for more information. Exhibit 3.5 provides examples of simple spending plans.
4. If the Contractor's total actual and forecasted expenditures are expected to exceed the Spending Cap, the Contractor must notify the CO in writing as required by Clause 22.100.
 - a. The BPA COTR and their manager will consult with the Council if the project needs additional funding. This will generally occur during the quarterly program status review, as projects that are under-spending are reconciled with those that need additional funding. Any revisions to Spending Caps must be approved by the Vice President of EF&W (or delegate). See Appendix B, Waivers.

- b. If funds are available and the CO determines that the Spending Cap should be increased to include additional funds, the COTR will prepare a Contract Change Request for the CO to increase the current Spending Cap.
- c. If funds are not available, the CO, in consultation with the COTR, will work with the Contractor to help prioritize tasks and determine which work can continue without exceeding the Spending Cap.

C. Implementation

1. The following clauses will be added to contracts when they are executed or renewed.

Add to the SCHEDULE OF ITEMS:

SPENDING CAP AMOUNT 22.105 (October, 2003)

BPA acknowledges the 12-month statement of work and budget submitted by the Contractor. The 12-month budget is \$_____ for the period _____ through _____. BPA is also setting a BPA fiscal year Spending Cap of \$_____ for the period October 1, 2003 through September 30, 2004. The Contractor shall not exceed the Spending Cap pursuant to clause 22.100, Spending Cap Limitation.

Add to the Terms and Conditions:

SPENDING CAP LIMITATION 22.100 (October, 2003)

Notwithstanding contract clause 22-7:

- (a) The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the established Spending Cap.
 - (b) For purposes of determining if and when the Spending Cap will be exceeded, the Contractor shall include all actual and forecasted expenditures under this contract, both direct and indirect, for the period October 1 through September 30 of the years shown in the Schedule, whether or not already invoiced or paid.
 - (c) The Contractor shall continuously monitor its expenditures to ensure the Spending Cap is not exceeded. The Contractor shall notify the CO, in writing, as early as possible if the sum of the actual and forecasted expenditures is expected to exceed the Spending Cap. The Contractor shall indicate to the CO the reasons its expected expenditures will exceed the Spending Cap and the amount of the adjustment to the Spending Cap needed to continue performance through September 30.
 - (d) BPA is not required to reimburse the Contractor for costs incurred in excess of the Spending Cap. Any costs incurred by the Contractor in excess of the Spending Cap are at the contractor's risk. The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur expenses in excess of the Spending Cap until the CO notifies the Contractor in writing that the Spending Cap has been increased.
 - (e) Only the CO has the authority to adjust or modify the Spending Cap. No notice, communication, or representation from any person, other than the CO, shall affect the limitation in this contract.
2. BPA is working with Council staff, the Columbia Basin Fish and Wildlife Authority, and others to implement Spending Caps and rescheduling. For this reason, the policies in this section will evolve during 2004. Contractors may find it helpful (but not required) to

prepare monthly spending plans to track total planned spending by month. Such spending plans should enable contractors to improve the management of projects consistent with basic project management principles including the ability to track planning spending vs. actual spending. Exhibit 3.5 provides examples of simple spending plans. Templates for Spending Plans are available on the F&W “Information for Contractors” website.

Exhibit 3.5 Case #1: Spending Caps and Spending Plan

Exhibit 3.5 Case #2: Spending Caps and Spending Plan

PART IV: Project Management and Contract Administration

Chapter 6 — Invoicing and Payment

Section 6.1: Allowable and Unallowable Costs

A. Introduction

This Manual supplements the following regulations that describe allowable and unallowable costs under Federal contracts and financial assistance agreements:

State, tribal, local governments	OMB Circular A-87
Nonprofit organizations	OMB Circular A-122
Educational Institutions	OMB Circular A-21
Commercial organizations	BPI Appendix 13A
Federal agencies	BPA will use the principles of OMB Circular A-87 as a guide to determine allowability of costs.

These costs can accrue as either direct costs to specific contracts or as indirect costs. Direct costs are defined as any cost that can be identified with a specific contract. Indirect costs are defined as any cost that cannot be identified with a specific contract and instead benefits or supports multiple contracts or multiple cost objectives.

B. General Policy

1. COTRs may not allow direct costs that are specifically disallowed by this Manual unless approved by the Vice President of EF&W (or delegate). See Appendix B, Waivers.
2. If a cost is not specifically disallowed by the applicable OMB Circular or BPI Appendix 13A, BPA has the authority to determine specific policy for which costs will be allowed as a direct expense of contracts supporting the Fish and Wildlife program.
3. Generally, costs will only be authorized that are clearly in direct support of the tasks identified in the contract Statement of Work.

C. Specific Policy

In order to extend program accomplishments as far as possible and to provide consistent guidance to our contractors, the following policies are established as to what will be allowed as a direct charge against a contract in support of the Fish and Wildlife program. Disallowed costs may be incurred as a cost share by the contractor or (assuming it is allowed by the applicable OMB Circular or BPI Appendix 13A) they may be incurred as an indirect expense if they benefit multiple contracts and are approved by the Cognizant Audit Agency in the negotiated indirect cost rates.

1. **Uniforms:** Uniforms are not allowed as a direct cost unless 90% or more of the employee's time is allocated to the contract or other BPA contracts and the contractor has an established policy that requires employees to wear uniforms.
2. **Fundraising and Co-Funding:** Costs incurred in support of fundraising activities are not allowed as a direct cost. Time spent on grant applications or co-funding is allowable if the approximate amount of time is identified in the Statement of Work.
3. **Lobbying:** In no situation will a contractor be allowed to use BPA F&W program funds to finance lobbying activities.
4. **Memberships and Publications:** Costs for memberships and publications are generally not allowed unless they directly support a specific BPA contract requirement and have been specifically approved in the negotiated Statement of Work and contract budget. For example, publications may be appropriate and allowable for research projects in which certain publications are needed to complete the requirements in the Statement of Work. See "General Professional Development" below for circumstances in which BPA may pay for memberships and publications that support general professional development.
5. **Participation in Meetings:** Costs incurred in participating in meetings are allowed as a direct cost only when the meeting attendance directly benefits the BPA contract or otherwise directly supports BPA F&W program activities. (Examples of allowable meetings include: a) attendance at a contract workshop put on by BPA for the F&W contractors; b) yearly planning meetings for annual operations plans for hatcheries; c) coordination plans for multi-agency projects, d) Project Status Review meetings.)
6. **Conference Attendance:** Costs incurred in attending conferences are allowed as a direct cost only if:
 - a. the contract is primarily for research, studies, or evaluation projects and information transfer is a primary objective of the contract, and,
 - b. conference attendance has been included in the BPA-approved Statement of Work and contract budget.

Conference attendance for other types of contracts is considered "General Professional Development" and is not allowable as a direct cost.
7. **Certification, Licenses, and Safety Training:** Training to obtain or maintain certifications and licenses as well as safety training is allowable if it is necessary to perform the technical aspects of the Statement of Work. Examples include CPR training, First Aid training, safety training, All Terrain Vehicle licensing, Electro-fishing certification, etc., if they are needed to perform the contract Statement of Work. It does **not** include attendance at conferences or General Professional Development as defined below.
8. **General Professional Development:** The costs for General Professional Development are not allowable as a direct cost. BPA expects contractors to hire specialists already qualified and able to perform the tasks outlined in the approved project proposal and Statement of Work. For example, specialists should be knowledgeable and trained in such topics as data collection, NEPA writing skills, survey protocol, GIS, GPS, monitoring, etc., if these tasks will be performed within the life of the project. If the specialist does not have these skills when hired, it is the responsibility of the project sponsor to pay for training, travel, and time for the individual to obtain these critical skills. "General Professional Development" includes:
 - a. costs for memberships and publications not specifically allowed under "Memberships and Publications," above,
 - b. general business training such as training in Excel, Word, etc,

- c. training that promotes general professional development in the Fish and Wildlife Program, and
 - d. conferences not specifically allowed under “Conference Attendance,” above.
9. **Fringe Benefits:** Fringe rates may change during the contract period as a result of increased or decreased costs such as a change in employee health benefit costs. The contractor shall notify the CO immediately if the fringe benefit rate changes during the contract period.
10. **Indirect Costs:** These costs are negotiated by either the CO at the time of contract award or by the Cognizant Audit Agency as an approved indirect cost rate. The “Cognizant Audit Agency” is the Federal agency assigned responsibility for approving the indirect rates that will be used for all Federal contracts. The contractor cannot bill a different rate than the current approved indirect cost rate. If the Cognizant Audit Agency negotiates a new rate during the contract period, BPA is obligated to pay the indirect costs at the new approved rate (note: the rates go up and down). The contractor shall notify the CO immediately if the indirect cost rate changes during the contract period. Note: If an indirect rate proposal has been submitted to the Cognizant Audit Agency but not yet approved, the Contractor may include the proposed indirect rate in their budget. The budget may be approved with a proposed (not yet approved) indirect rate. However, the contractor can only bill BPA at the rate currently approved by the Cognizant Audit Agency (not the proposed rate). When a revised rate is approved, the contractor shall bill for any balance due or credit BPA for any overcharges.

D. Implementation of this Section

BPA acknowledges that, at the time that this Manual became effective, many existing contracts included Statements of Work and budgets that may either:

- 1. not clearly identify costs that are only allowable under this Manual if included in the Statement of Work and Budget, or
- 2. identify certain costs in the approved Statement of Work and budget that are not allowable under this Manual.

For this reason, BPA will phase in the complete enforcement of this Section as new contracts or contract renewals are executed.

Section 6.2: Submittal of Proper and Timely Invoices

A. Introduction

This section defines a proper invoice and identifies F&W invoicing policies. It should be read together with Section 6.3, Invoice Review and Approval.

B. General Policy

Contractors are responsible for submitting proper invoices for payment. BPA Fish and Wildlife will no longer correct improper invoices, subject to the implementation policy below. Improper, non-itemized and/or incomplete invoices will be returned to the contractor without processing for payment until a corrected invoice is received.

BPA intends to eventually transition all F&W contracts to:

1. Limit the frequency of invoicing to no more frequently than monthly,
2. Establish a standard for timely payment of invoices of “Net 30.”

BPA acknowledges that many F&W contractor's accounting systems are not currently set up to meet these objectives. For this reason, BPA intends to implement them over a period of time to ensure consistency and equitability among contractors.

C. Specific Policy

1. **Proper Invoice and Documentation:** Improper, non-itemized and/or incomplete invoices will be returned to the contractor without processing for payment until a corrected invoice is received. A proper invoice is defined as one that includes all of the information and documentation described in the contract clause in Section D, below. This includes:
 - a. **Invoice Numbers:** The number must be a unique number and used only once at BPA for that contractor. For example, Invoice #12345 from contractor “A” cannot be assigned to two separate contracts. –
 - b. **Invoice Performance Period:** BPA will reject any invoice without an invoice performance period (the range of dates that the work being invoiced was performed). The invoice will be returned if the invoice performance period covers more than one budget period or BPA fiscal year (i.e., work performed prior to September 30 should be billed on one invoice and work performed on October 1 or later should be billed on a separate invoice). Invoices for utilities (gas, electric, etc.) are exempt from this requirement.
 - c. **Backup documentation:** Invoices must include the minimum additional documentation required by paragraph (b) of the payment clause.
2. **Allowable costs:** Allowable costs shall be determined in accordance with Section 6.1, above.
3. **Prompt Invoice Submittal:** The contractor shall submit invoices promptly. Invoices shall be submitted no more than 90 days after performance of the work unless an exception is approved in advance by the Contracting Officer in accordance with the Payment Clause (see Section D, below). Exceptions may be allowed only if one or more of the following criteria is met:

- a. The contractor normally bills BPA less often than monthly and this is acceptable to BPA. For example, if the contractor and BPA agree that quarterly billing is acceptable, invoices must be submitted within 60 days after the end of the quarter.
- b. the nature of the specific work being performed makes it clearly impractical to submit invoices within 90 days. If the delay is caused by subcontractors, the contractor must cite the actions it is taking to reduce the lag time for contractor invoice submittal.

CO's shall forward any approved exceptions to the Vice President of EF&W (or delegate.) Contractors whose accounting systems are not currently set up to submit invoices within 90 days after performance of work are also subject to these requirements. They shall take actions to fully comply and in the interim shall provide BPA with a close approximation of the costs incurred. Future funding may be adversely affected for contractors who continue to submit late invoices or regularly request exceptions to this policy.

4. **Maximum Invoice Frequency:** For existing contracts (including contract renewals), BPA will continue to accept invoices submitted more frequently than monthly if the contractor has done so in the past. For new contracts, BPA will not accept invoices submitted more frequently than monthly. Utility contracts are exempt from this policy.
5. **Payment Terms:** For existing contracts with renewal dates on or after February 1, 2004, payment terms less than "Net 15" will be converted to "Net 15." For new contracts executed on or after February 1, 2004 that are under new projects, payment terms shall be "Net 30" unless approved by the Vice President of EF&W (or delegate).
6. **Interest Charges:** Invoices may not include any interest charges for timeliness of payment.
7. **Credits:** Refunds or credits to BPA as a result of previous errors in billing, overpayments, or other rebates or refunds shall be applied by the contractor to the invoice submitted immediately following the identification of the need to issue a refund, credit, or rebate to BPA. Do not submit the refund or credit as a check or cash if the contract is currently active. Separate statements to BPA indicating a credit amount to be applied by BPA to offset future payments will no longer be accepted by BPA. If the contract is closed, contractors will not be able to offset the refund or credit against the existing contract. Only in this case will contractors be allowed to submit a check.
8. **Revised Invoices:** If the contractor needs to correct or revise a previously submitted but not yet paid invoice, the contractor shall note on the corrected or revised invoice: "Corrected/Revised Invoice – Corrects invoice # _____ previously submitted." The revised invoice must have a revised invoice date.
9. **Electronic Funds Transfer:** F&W contractors will use electronic funds transfer as the payment method to comply with Bonneville Purchasing Instructions 22.6, which states "Electronic funds transfer (EFT) shall be the primary payment method for contract invoice and contract financing payments as required by 31 U.S.C. 3332(e), with limited exceptions." BPI Clause 22-20, Electronic Funds Transfer Payment, shall be included in all contracts and intergovernmental contracts. Electronic funds transfer will be approved to no more than 1 EFT account number per contractor name and location.
10. **Ceilings and Spending Caps:** Invoices that exceed the contract ceiling or Spending Cap will be rejected in full and returned to the contractor with an explanation.

D. Contract Clauses and Implementation Strategy

1. If needed to conform to the policy described in section C5, above., payment terms (Net 15, Net 30) will be revised when contracts are bilaterally renewed on or after February 1, 2004,
2. A payment clause similar to the following will be unilaterally added to all Intergovernmental Contracts after the effective date of this Manual. To provide for a reasonable transition, BPA will continue to correct and pay contractor invoices until January 31, 2004, and will notify contractors of needed corrections or additional documentation.

Principles of IGC Payment Clause:

- (a) The contractor shall submit proper invoices on a monthly basis in arrears to:

Bonneville Power Administration
(Program Analyst-KEWB-4)
PO Box 3621
Portland OR 97208-3621

A proper invoice must include all of the following information:

1. Name of contractor (must reasonably match the name on the contract);
 2. Contractor address (only when not set up as Electronic Funds Transfer);
 3. Invoice date;
 4. BPA contract number;
 5. Contractor invoice number (must be a number unique to the contractor and not used on any other invoice with BPA);
 6. Invoice Performance Period (e.g., "For work actually performed during the period of June 1 through June 30, 2003"). The invoice will be returned if the invoice performance period covers more than one budget period or BPA fiscal year (i.e., work performed prior to September 30 should be billed on one invoice and work performed on October 1 or later should be billed on a separate invoice);
 7. Shipping terms, if applicable (i.e., FOB Destination);
 8. Contact name, title and telephone number;
 9. **For fixed price contracts:** Description (including, for example, contract line/sub-line number), price, and quantity of goods and services rendered;
 10. **For cost reimbursement contracts:** Documentation required under section (c), below.
- (b) The contractor shall submit invoices promptly. Invoices shall be submitted no more than 90 days after performance of the work, including the work of subcontractors, unless the Contracting Officer has provided a written exception and established another deadline. If the contractor is unable to submit an invoice within 90 days, the contractor shall contact the Contracting Officer through the COTR regarding the reason for the delay. If acceptable the CO will provide written authorization for submittal of a late invoice. Any invoice received after 90 days of work performance that has not received prior approval by the CO will be treated as a "non-routine request for payment". Non-routine request for payment will result in a review of the contractor's overall record of timely invoice submittals. BPA may require the contractor to develop a written plan to reduce the instances of late billings. BPA may also review spending levels, work accomplishment to date, and program funding levels. This review could potentially require additional negotiation or partial termination of other work tasks to accommodate payment of the

non-routine request for payment. Payment terms specified elsewhere in this contract (e.g., Net 30, etc.) do not apply to the payment of non-routine requests for payment.

- (c) For Cost Reimbursement Contracts, the contractor will supply an itemized listing of expenditures for each budgetary line item set forth in the approved budget, showing as a minimum:

Line Item Description	Minimum Documentation Required **See note below for exceptions	Documentation NOT Required **See note below for exceptions
Salaries – direct labor only	A list by position title showing the hours worked and hourly rate. This must be consistent with the labor categories shown in the awarded budget. On a quarterly basis, the COTR may request individual employee names as a “spot-check” to verify the specific individuals whose time is being charged to the contract. Individual invoice approvals shall not be delayed during this “spot-check” and any adjustments, if necessary, will be made in subsequent payments.	Individual time sheets and employee names.
Salary Fringes	Must be itemized at the same rates negotiated in the contract award. If a revised rate has been approved by the Cognizant Audit Agency, provide a copy of the approved rate agreement.	Detailed information supporting fringe benefit amounts, such as insurance policies, etc.
Travel and transportation (including per diem)	Copy of the summary page of the travel voucher or other document(s) that was used to reimburse the person that traveled. List purpose of travel, destinations, and dates if not on the summary page.	Airline ticket receipts, hotel receipts, meal receipts, etc.
Training/Tuition	Description of the training received, who received the training, dates of the training, and cost of the training. Level of detail must be adequate to determine whether it is allowable under the F&W Contract Management Manual.	Conference registration receipts, payment vouchers, etc.
Equipment and materials greater than \$10,000 per item (non expendable)	Itemized description of the equipment, date of purchase, purchase cost, model number, and serial number.	Copies of receipts, freight bills, etc.
Equipment less than \$10,000 but more than \$1000 per item	Itemized list of equipment.	Copies of receipts, freight bills, etc.
Equipment under \$1000 per item and Miscellaneous Supplies	Summarize the kinds of equipment and miscellaneous supplies by type (e.g., office supplies, power tools, camera, etc.).	Copies of receipts, freight bills, etc.

Line Item Description	Minimum Documentation Required **See note below for exceptions	Documentation NOT Required **See note below for exceptions
Operations, repair and maintenance (including computer services)	Itemize what service was obtained and the cost (e.g., repair of a motor).	Copies of payment vouchers, repair invoices, parts bills, etc.
Equipment Rental	Description of what was rented, dates or hours of rental, and rental rates and whether rates include operator.	Rental receipts, time sheets, etc.
Overhead/Other Indirect Costs	Rates shall be identified and applied consistent with the current rate negotiated by the Cognizant Audit Agency or by the CO. Identify the line items to which the indirect rate applies.	Itemized lists or records of costs included in overhead or other indirect costs.
Subcontracts (also include when work being billed was performed by subcontractor)	List subcontractor costs with the amounts paid to each subcontractor and the dates the work was performed. If subcontract costs are over 50% of the contract amount, the subcontract costs shall be provided in the same detail as those required above for the prime contractor.	Same guidance as above.
Summary Financial Information	Provide a summary of the approved budget for the current budget year and cumulative expenditures to date.	

****More detailed information may be required when certain situations occur such as those listed below where the CO, COTR, and their manager determine more detailed information is needed: (this list is not intended to be all inclusive).**

- Amounts billed are inconsistent with the negotiated budget, such as:
 - Fringe benefits are different than negotiated
 - Labor category rates and/or categories are different than negotiated
 - Equipment is different or costs more than negotiated
 - Indirect cost rate is different than Cognizant Audit Agency current approved rate or CO negotiated rate, whichever is appropriate
 - Budget line item is expended at a faster rate than expected based on Work Schedule
 - Extensive line item transfer request are occurring
 - Overcharges or other invoice abnormalities occur.

- (d) Non-itemized and/or incomplete billings will be returned to the contractor without processing for payment until a corrected invoice is received. Allowable costs shall be determined in accordance with the cost principles of the F&W Contract Management Manual and applicable OMB Circular (or BPI Appendix 13A for commercial contractors).

- (e) Additionally, invoices will be returned if:
 1. The amount exceeds any established Spending Cap or the contract award ceiling;
 2. The invoice billing period is for work performed after the last day of the contract performance period;
 3. The invoice includes a billing period that covers more than one BPA fiscal year (i.e., work performed prior to September 30 should be billed on one invoice and work performed on October 1 or later should be billed on a separate invoice).

(f) Adjustments

1. Refunds, Rebates or Credits. Separate statements to BPA indicating a credit amount to be applied by BPA to offset future payments will no longer be accepted by BPA.
 - Active/Current Contracts. Refunds or credits to BPA as a result of previous errors in billing, overpayments, or other rebates or refunds shall be applied by the contractor to the invoice submitted immediately following the identification of the need to issue a refund, credit, or rebate to BPA. The invoice where the credit or refund has been applied shall include an explanation of the reason for the refund or credit. Do not submit the refund or credit as a check or cash.
 - Inactive/Closed Contracts. Refunds or credits to BPA as a result of previous errors in billing, overpayments, or other rebates or refunds shall be returned to BPA in the form of a check. Contact the CO to determine to whom to address the check. An explanation of the reason for the refund or credit shall be included with the check. Please do not submit cash.
2. Corrected or Revised Invoices. If the contractor needs to correct or revise a previously submitted but not yet paid invoice, the contractor –agency shall note on the corrected or revised invoice: “Corrected/Revised Invoice – Corrects invoice # _____ previously submitted.” The revised invoice must have a new date.

(g) Final payment.

The Contractor shall submit an invoice marked "Final Invoice", promptly upon completion of the work. Upon approval of that invoice and upon the Contractor's compliance with all terms of this contract, the BPA shall promptly pay any allowable costs not previously paid.

(End of clause)

3. An Electronic Funds Transfer clause similar to the following will be unilaterally added to all IGCs after the effective date of this Manual. Until January 31, 2004, BPA will continue to make payments under other methods to allow time for the contractor to convert their processes. The clause will be similar to the text shown below.

Principles of IGC Electronic Funds Transfer Clause:

- (a) Payment Method. Payments under this contract, including invoice and contract financing payments, will be made by electronic funds transfer (EFT). Contractors are required to provide its taxpayer identification number (TIN) and other necessary banking information as per paragraph (c) of this clause to receive EFT payment.
- (b) Contractor EFT arrangement with a financial institution or authorized payment agent. The Contractor shall designate to BPA, as per paragraph (c) of this clause, and maintain at its own expense, a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under all BPA contracts, unless the BPA Vendor File Maintenance Team is notified of a change as per paragraph (d) of this clause. An initial designation should be submitted after award, but no later than three weeks before an invoice or contract financing request is submitted for payment. **Electronic Funds Transfer will only be approved to one EFT account number per Vendor name and location.**
- (c) Submission of EFT banking information to BPA. The Contractor shall submit EFT enrollment banking information directly to BPA Vendor File Maintenance Team, using either SF 3881, “ACH Vendor/Miscellaneous Payment Enrollment Form” or BPA’s “Vendor Express Enrollment Form.” These EFT enrollment forms are available either from the Contracting Officer (CO) or from the Vendor File Maintenance Team. If you

have any questions or need assistance, please call the BPA "Vendor Hot Line" at (503) 230-4004. Submit completed enrollment form to the following address:

Bonneville Power Administration
ATTN: Vendor File Maintenance (EFT) – TLF-4
PO Box 3621
Portland, OR 97208-3621

- (d) Change in EFT information. In the event that EFT information changes or the Contractor elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the Contractor shall be responsible for providing the changed information to the BPA Vendor File Maintenance Team office. The Vendor File Maintenance Team must be notified 30 days prior to the date such change is to become effective.
- (e) Suspension of Payment. BPA is not required to make any payment under this contract until receipt of the correct EFT payment information from the Contractor.
- (f) EFT and prompt payment. BPA shall pay no penalty on delay of payment resulting from defective EFT information. BPA will notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.

(End of clause)

Section 6.3: Invoice Review and Approval

A. Introduction

COTRs must review and become familiar with BPI Appendix 14-A, Section 6, Acceptance and Payment. Before a contract payment can be made, the COTR must certify that the work has been performed and that the amounts charged are reasonable for the work performed.

The COTR is not responsible for the accuracy of each item on the invoice. The COTR is only expected to apply a "reasonableness" check of the invoice. A review of the invoice, Work Schedule, and other financial data may provide information indicating reasonable progress, or lack thereof, on the project. If COTRs have questions about the allowability of a cost item, they should immediately contact the CO or Internal Audit staff.

B. General Policy

1. COTRs will certify invoices only if they have reasonably concluded that the invoiced work has been completed as required by the contract. This may be done by site visits or a phone call to the contractor.
2. COTRs will insist on conformance to what the contract requires, not what the COTR may personally believe the contract should have required. If the contract requirements are ambiguous, the COTR shall use reasonable business judgment and consider the original intent of the parties.
3. COTRs will review invoices and supporting documentation to determine the reasonableness of direct charges to the contract.
4. COTRs are not required to audit invoices, but are expected to use reasonable efforts and best judgment in reviewing and approving invoices, including reasonable verification of mathematical accuracy and review of supporting documents.
5. COTRs shall require only the minimum supporting documentation identified in the payment clause and shall obtain management approval before additional information is requested of the contractor. (See Specific Policy below.)
6. If COTRs do not know whether the work performed meets the contract requirements or if the charges are appropriate, they must contact the CO and/or the BPA Audit Staff for advice.
7. COTRs should use a checklist similar to Exhibit 8 of BPI Appendix 14-A, Checklist for the Review of Cost Reimbursement Contract Invoices, to facilitate invoice reviews. (A modified version of the checklist is attached at end of this policy section.)
8. COTRs and KEWB shall review and accept or reject an invoice within 7 working days after BPA receives a proper invoice. Contractors shall be notified immediately if there is a problem with their invoice. The COTR shall notify KEWB of an unacceptable invoice and KEWB, in conjunction with the COTR, will use a notification similar to Exhibit 7 of BPI Appendix 14-A, Sample Notice for Improper Invoice, to notify the contractor of an unacceptable invoice.
9. If the COTR cannot complete the invoice review process within the period shown above due to questions related to the invoice, the COTR may authorize payment of any portions of the invoice that are not in question.

C. Specific Policy

1. For cost reimbursement contracts, the contractor will supply an itemized listing of expenditures for each budgetary line item (see Section 6.2 D for standard payment clause).
2. The COTR may require more detailed documentation, subject to the criteria in the payment clause (see Section 6.2 D) and the following process.
3. Before the COTR requires additional documentation from the contractor:
 - a. The COTR shall discuss the need for the additional information with his/her manager and the CO. If a COTR Liaison has been established for the contractor, the Liaison should also be consulted.
 - b. The Liaison or the appropriate manager shall discuss the need for the additional information with all the COTRs working with the same contractor
 - c. The Liaison or manager and COTRs shall jointly develop a proposed strategy to address the problem in a consistent fashion with the contractor
 - i. Example 1: if the problem is indicative of a systemic problem, all COTRs with the same contractor shall require the same level of supporting documentation on all invoices received from that contractor until the problem has been corrected.
 - ii. Example 2: if the problem appears to be a one time oversight or error, the COTR shall request the additional information on the one affected contract only, but should continue to monitor the situation for evidence of systemic problems.
 - d. The COTR, Liaison or manager shall obtain approval of the proposed strategy to address the problem from the CO and from the Vice President of EF&W (or delegate) before implementing the strategy and requesting the additional information. See Appendix B, Waivers.
4. COTRs shall use the guidance below in determining whether a cost is reasonable and whether it is billable as a direct charge to the contract.
 - a. Are the costs charged of an amount and nature that could be reasonably expected to accrue when performing the work required of the contract?
 - b. Are the costs charged consistent with the pace of work described in the Work Schedule?
 - c. Is the purpose of the cost item specifically defined/required in the contract?
 - d. Is the cost item being used when the contractor's employee or subcontractor performs work under the contract?
 - e. Does the contractor normally charge these types of costs directly to comparable contracts?
 - f. Is the cost item allowable as a direct cost? (See Section 6.1, the applicable OMB circular, or BPI Appendix 13A.)

If the answers to all of the above questions are yes, the COTR should **allow the costs** as a direct cost and approve the invoice.

If any of the answers are no, the COTR should **disallow the costs** as a direct cost and subtract the known amount from the invoice total. If the specific amount is not known, the invoice shall be rejected until such time as adequate documentation has been received and reviewed and approved or disallowed as described above.

Appendix A: Glossary of Acronyms and Terms

BPI: Bonneville Purchasing Instructions

CO: Contract Officer

COTR: Contracting Officer's Technical Representative

Cognizant Audit Agency: The Federal agency assigned responsibility for approving the indirect rates that will be used for all Federal contracts of a particular contractor or agency.

Council: Northwest Power and Conservation Council (NWPPCC)

ESA: Endangered Species Act

IGC: Inter Governmental Contract

NEPA: National Environment Policy Act

OMB: Office of Management and Budget

Appendix B: Waivers

1. COTRs and COs are required to comply with this Manual. If there are particular instances where a waiver appears appropriate, the COTR shall first consult with their manager, who may recommend that the waiver be granted and will help communicate with the rest of the Management Team to develop a consistent approach. The Policy Team will consider waiver requests. Ultimately, only the Vice President of EF&W (or delegate) may grant a waiver of this Manual. Therese Lamb has delegated this responsibility to Scott Hampton (and Terry Larson in Scott's absence).
2. Waivers should generally be requested via email to simplify the process and ensure cc's are notified concurrently of both the request and the approval.
3. Following is a waiver email template that includes the situations most likely to require a waiver.

To: Scott Hampton

cc: Dale Latham, applicable CO, applicable supervisors (e.g., Paul Kruger and Terry Larson)

From: PM/COTR

Subject: Waiver of Contract Manual

Regarding _____(Contractor), _____(contract number, if applicable), please *(delete those that do not apply and add a brief explanation to support the request)*

approve a temporary ___day extension of the existing contract (contract number _____) to allow time to negotiate and sign a contract renewal. (Section 3.2, C, 3, a, Unauthorized Work)

approve a temporary ___day new contract to allow time for a Fully Executed Contract to be negotiated. (Section 3.2, C, 3, a, Unauthorized Work)

approve invoice number _____ in the amount of \$_____ for work performed **after** the contractor received a temporary extension or authorization from the CO to work without a Fully Executed Contract **but before** the Fully Executed Contract was complete (signed by both parties). (Section 3.2, C, 3, c, Unauthorized Work)

approve the following revision to the Spending Cap (Section 3.5, B, 4, a, Spending Caps): *(describe the change and reasons for the change; add Val Lefler to the CC list)*

approve payment for the following direct costs that are not allowed by the F&W Contract Management Manual. (Section 6.1, B, 1, Allowable and Unallowable Costs) *(describe the cost, amount, and provide explanation)*

approve payment terms (e.g., Net 10) more favorable to the contractor than allowed by F&W policy. (Section 6.2, C, 5, Payment Terms) *(describe the reasons for the waiver request)*

approve this request to require additional invoice documentation from the contractor above that required by the payment clause. (Section 6.3, C, 3, Invoice Review and Approval) *(describe the additional documentation required and the reason it is necessary)*

approve this request to waive the following section of the F&W Contract Management Manual *(describe the request and cite the section of the Manual to be waived)*