



Department of Energy
Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621



In reply refer to: BPA-2026-00282-F

April 20, 2026

SENT VIA EMAIL ONLY TO: [REDACTED]

Michael Sarich
FOIA University

[REDACTED]

Dear Mr. Sarich,

This communication is the Bonneville Power Administration's (BPA) final response to your request for agency records made under the Freedom of Information Act, 5 U.S.C. § 552 (FOIA). Your records request on November 19, 2025, and formally acknowledged on December 18, 2025.

Request

You seek, "...records sufficient to show the agency's FOIA-related technology, eDiscovery, and FOIA contractor support costs for FY 2022–Present. [Specifically:]

1. FOIA Case Management & Redaction Technology (COTS or Internal) -- Contracts, license agreements, purchase orders, or modifications (FY 2022–Present) for FOIA case management, redaction, intake, workflow, or tracking systems used. Most frequently, this will simply be a contract for a product like FOIAXpress, Feith's Workbench, or another Commercial Off-the-Shelf (COTS) product. If home-grown/internal systems are used, please provide documentation showing development, maintenance, or hosting costs. If internal costs are not separately tracked, a high-level good faith estimate is acceptable.
2. eDiscovery Tools Used by the Agency -- Contracts, license agreements, or purchase orders for all eDiscovery systems. (FY 2022–Present).
3. FOIA Support Services Contracts -- Contracts providing FOIA case processing, backlog reduction, search support, or litigation support, [or] any FOIA training or specialized contractor support funded externally."

Response

BPA searched for and gathered records responsive to your request. BPA collected 190 pages of responsive records from the knowledgeable agency personnel in Corporate & Infrastructure Contracting in Supply Chain Services. Those 190 pages accompany this communication, with redactions applied under 5 U.S.C. § 552(b)(4) Exemption 4 and (b)(6) (Exemption 6). Those 190 pages accompany this communication with the total number of redactions made under the following exemptions:

- 169 exemptions applied under 5 U.S.C. § 552(b)(4)
- 3 exemptions applied under 5 U.S.C. § 552(b)(6)

A more detailed explanation of applied exemptions follows.

Explanation of Exemptions

The FOIA generally requires the release of all responsive agency records upon request. However, the FOIA permits or requires withholding certain limited information that falls under one or more of nine statutory exemptions (5 U.S.C. § 552(b)(1-9)). Further, section (b) of the FOIA, which contains the FOIA's nine statutory exemptions, also directs agencies to publicly release any reasonably segregable, non-exempt information that is contained in those records.

Exemption 4

Exemption 4 protects “trade secrets and commercial or financial information obtained from a person [that is] privileged or confidential.” (5 U.S.C. § 552(b)(4)). Information is considered commercial or financial in nature if it relates to business or trade. This exemption is intended to protect the interests of both the agency and third-party submitters of information. Prior to publicly releasing agency records, BPA was required by Exemption 4 to solicit objections to the public release of any third party's confidential commercial information contained in the responsive records set. BPA provided Alvarez LLC (“Alvarez”), Carahsoft Technology Corporation (“Carahsoft”) and Novitas Data LLC (“Novitas”) with an opportunity to formally object to the public release of their information contained in BPA records. Alvarez and Carahsoft submitted their objections to BPA. BPA accepted those objections in part, based on guidance available from the U.S. Department of Justice, and is withholding commercial confidential information from public release, specifically unit pricing and line pricing, confidential portions of the Statement of Work, and names of specific employees and contact information. The FOIA does not permit a discretionary release of information otherwise protected by Exemption 4.

Exemption 6

Exemption 6 serves to protect Personally Identifiable Information (PII) contained in agency records when no overriding public interest in the information exists. BPA does not find an overriding public interest in a release of the information redacted under Exemption 6- specifically, signatures. This information sheds no light in the executive functions of the agency and BPA finds no overriding public interest in its release. BPA cannot waive these redactions, as the protections afforded by Exemption 6 belong to individuals and not to the agency.

Lastly, as required by 5 U.S.C. § 552(a)(8)(A), information has been withheld only in instances where (1) disclosure is prohibited by statute, or (2) BPA foresees that disclosure would harm an interest protected by the exemption cited for the record. When a full disclosure of a record is not possible, the FOIA statute further requires that BPA take reasonable steps to segregate and release nonexempt information. The agency has determined that in certain instances partial disclosure is possible and has accordingly segregated the records into exempt and non-exempt portions.

Fees

There are no fees associated with processing your FOIA request.

Certification

Pursuant to 10 C.F.R. § 1004.7, I am the individual responsible for the records search and information release described above. BPA-2026-00282-F is now closed with the responsive agency information provided.

Appeal

Note that the records release certified is final. Pursuant to 10 C.F.R. § 1004.8, you may appeal the adequacy of the records search, and completeness of this final records release, within 90 calendar days from the date of this communication. Appeals should be addressed:

Director, Office of Hearings and Appeals
HG-1, L'Enfant Plaza
U.S. Department of Energy
1000 Independence Avenue, S.W.
Washington, D.C. 20585-1615

The written appeal, including the envelope, must clearly indicate that a FOIA appeal is being made. You must also submit your appeal by e-mail to OHA.filings@hq.doe.gov, including the phrase "Freedom of Information Appeal" in the subject line. (The Office of Hearings and Appeals prefers to receive appeals by email.) The appeal must contain all the elements required by 10 C.F.R. § 1004.8, including a copy of the determination letter. Thereafter, judicial review will be available to you in the Federal District Court either (1) in the district where you reside, (2) where you have your principal place of business, (3) where DOE's records are situated, or (4) in the District of Columbia.


Additionally, you may contact the Office of Government Information Services (OGIS) at the National Archives and Records Administration to inquire about the FOIA mediation services they offer. The contact information for OGIS is as follows:

Office of Government Information Services
National Archives and Records Administration
8601 Adelphi Road-OGIS
College Park, Maryland 20740-6001
E-mail: ogis@nara.gov
Phone: 202-741-5770
Toll-free: 1-877-684-6448
Fax: 202-741-5769

Questions about this communication may be directed to the FOIA Public Liaison James King at jjking@bpa.gov or 503-230-7621. Questions may also be directed to FOIA Case Coordinator, Brian Roth, at bsroth@bpa.gov or (503) 230-4383. Thank you for your interest in the Bonneville Power Administration.

Sincerely,

**CANDICE
PALEN**

 Digitally signed by
CANDICE PALEN
Date: 2026.04.20 10:10:46
-07'00'

Candice D. Palen
Freedom of Information/Privacy Act Officer

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
SOLICITATION/CONTRACT/ORDER FOR SERVICES AND/OR ITEMS**

PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB), US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

SOLICITATION/CONTRACT/ORDER NUMBER

1. Requisition Number <i>(used only in COOP event)</i> :	2. Contract/Order Number: BPA- 23 - D - 93728	3. Effective Date: 12/07/2023
4. FSS Contract/Award Number: SEWP No. NNG15SD19B	5. Solicitation Number: BPA- ... - ... -	6. Date Solicitation Issued:

CONTACT INFORMATION

FOR INFORMATION CONTACT:	7. Name of Contract Specialist: Jenna Lewis	8. Phone and Email: 971-666-2780, jklewis@bpa.gov	9. Offer Due Date/Pacific Time:
	10. Issued By: Bonneville Power Administration 905 NE 11th Ave, Portland, OR 97232	11. Freight Terms: N/A 12. Payment Terms: Net 30	
13. Email Invoices To: hdjohnston@bpa.gov	14. Contract Type: <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Non-Commercial		
15. Pre-Proposal Site Tour N/A or Conference Info:			

16. Offeror/Contractor Name and Address: Alvarez LLC 161 Fort Evans Road NE, Suite 335 Leesburg, VA 20176	17. Offeror/Contractor Point of Contact Name, Phone and Email: (b) (4)
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SOLICITATION/CONTRACT/ORDER DETAILS *(Attach continuation pages as necessary to list all items.)*

18. Item Number	19. Description	20. Quantity	21. Unit	22. Unit Price	23. Amount
	See Schedule of Items / Continuation Page		...		
			...		
			...		
			...		

24. Accounting and Appropriation Data <i>(used only in COOP event)</i> :	25. Total Award Amount \$ 543,998.39
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26. Contractor is <input type="checkbox"/> is not <input checked="" type="checkbox"/> required to sign this document and return this form via email to the Contracting Officer. Contractor agrees to furnish and deliver all items set forth or otherwise identified above and on any additional sheets subject to the terms and conditions specified herein.	27. Offer Dated: Your offer on this solicitation, specified in items: 18-23, including any additions or changes set forth herein, is accepted.
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28a. Name and Title of Signer:	29a. Name of Contracting Officer: Joshua Kulak
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28b. Signature of Contractor By: _____ <i>(Signature of person authorized to sign.)</i>	28c. Date Signed:	29b. Signature of Contracting Officer: By: _____ <i>(Signature of Contracting Officer.)</i>	29c. Date Signed: 11/03/2023
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B. SCHEDULE OF ITEMS/CONTINUATION PAGE

Line Item No.	Description	Quantity	Unit	Unit Price	Amount
0001	Content Manager Advanced Records Management Edition 2 Named Users SW E-LTU 24x7 Maintenance Part No. 13868-SP-AL218-608 Support ID: 2153445756-A FFP	1	Each		(b) (4)
0002	Content Manager Advanced Records Manager Records Coordinator Named User SW E-LTU 24x7 Maintenance Part No. 13868-SP-AL222-608 Support ID: 2153445756-A FFP	49	Each		(b) (4)
0003	Content Manager Advanced Records Manager Knowledge Worker Named User SW E-LTU 24x7 Maintenance Part No. 13868-SP-AL221-608 Support ID: 2153445756-A FFP	3000	Each		(b) (4)
0004	Content Manager Advanced Records Manager Casual Contributor Named User SW E-LTU 24x7 Maintenance Part No. 13868-SP-AL219-608 Support ID: 2153445756-A FFP	1000	Each		(b) (4)
0005	Content Manager Advanced Records Manager Inquiry Named User SW E-LTU 24x7 Maintenance Part No. SP-AL220 Support ID: 2153445756-A FFP	750	Each		(b) (4)
0006	Content Manager Optical Character Recognition Enhanced Package SW E-LTU 24x7 Maintenance Part No. 13868-SP-AL250-608 Support ID: 2153445756-A FFP	1	Each		(b) (4)
0007	Content Manager Optical Character Recognition 24x7 Maintenance Part No. 13868-SP-AL250-608 Support ID: 2153445756-A FFP	1	Each		(b) (4)
0008	Content Manager 10 million Objects Volume Package SW ELTU 24x7 Maintenance Part No. 13868-SP-AL210-608 Support ID: 2153445756-A FFP	1	Each		(b) (4)
0009	Content Manager Advanced Records Management Administrator Named User SW E-LTU 24x7 Maintenance Part No. 13868-SP-AL217-608 Support ID: 2153445756-A FFP	4	Each		(b) (4)
0010	HPE Legal Hold for 1-4999 Employees Notice and Interview Form Processing Concurrent Active Custodian Software ELTU 24x7 Maintenance Part No. SP-AL372 Support ID: OIJ37081-A FFP	3	Each		(b) (4)

0011	HP Legal Hold 1-5000 Devices SW E-LTU HP Legal Hold Desktop Agent per Device for 1- 5000 Devices Software ELTU 24x7 Maintenance Part No. SP-AL404 Support ID: OIJ37081-A FFP	1000	Each	(b) (4)	
0012	HP Legal Hold Notice and Interview Processing Server 24x7 Maintenance Part No. SP-AL413 Support ID: OIJ37081-A FFP	1	Each		
0013	HP Legal Hold for 1-4999 24x7 Maintenance Part No. SP-AL406 Support ID: OIJ37081-A FFP	1	Each		
0014	HPE Legal Hold for 1-4999 Employees Notice and Interview Form Processing Concurrent Active Custodian Software ELTU 24x7 Maintenance Part No. SP-AL407 Support ID: OIJ37081-A FFP	500	Each		
0015	HPE Legal Hold for 1- 4999 Employees Non-indexed File Content Server Software E-LTU 24x7 Maintenance Part No. SP-AO852 Support ID: OIJ37081-A FFP	1	Each		
0016	HPE Legal Hold Collections and Preservation Policy Server Software E-LTU 24x7 Maintenance Part No. SP-AL403 Support ID: OIJ37081-A FFP	1	Each		
0017	ControlPoint Enterprise Volume Package 100 Terabytes SW E-LTU 24x7 Maintenance Part No. 13868-SP-AL279-608 Support ID: OIJ37081-A FFP	1	Each		
0018	Zovy Support Contains former products including: - Zovy Enterprise (Formerly HPCA) Standard Support & Maintenance for HPCA Mailbox Mgmt - Fldr Nmd Usr SW E-LTU, HPCA Base 1-5000 Nd Usr SW E-LTU HPCA Mail Sch 1-5000 Nd Usr SW ELTU - HPCA Disc 1-5000 Nd Usr SW E-LTU, HPCA File Archive Strg 41 + TB SW FFP	1	Each		
			TOTAL - All Items		\$543,998.39

C. SUBMISSION OF INVOICES & CONTACT INFORMATION

1. Invoices should be sent electronically to:

hdjohnston@bpa.gov

2. Payment Terms:

Net 30

3. Bonneville Contact Information:

Bonneville Office:

Attention:

Contact Email:

Block 10

Block 7

Block 8

4. Contractor Contact Information:

Company Name:
Attention:
Contact Email:

Block 16
Block 17
Block 17

D. DELIVERY INFORMATION

Line Item No.	Period of Performance/ Delivery Date	Quantity	Unit	Delivery Terms	Ship To Address or Place of Performance
0001-0018	12/07/2023 - 12/06/2024	1.00	Year	Block 11	905 NE 11th Ave Portland, OR 97232

Special Delivery Instructions:

E. INSPECTION AND ACCEPTANCE TERMS

All line item(s) in Section B will be inspected and accepted by the COR at the address specified in Section C unless otherwise stated in the table below.

Line Item No.	Inspection At/Inspection By		Acceptance At/Acceptance By		Additional Info
All	Government	Government	Government	Government	

F. ATTACHMENTS

	Description
F1	Statement of Work - N/A
F2	Contract Clauses
F3	Wage Determination - N/A
F4	Additional Attachments - Quote #127281 incorporated by reference
F5	Solicitation Provisions - N/A

ATTACHMENT F2

CONTRACT CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The full text of a clause may be accessed electronically at the following link.

Bonneville Purchasing Instructions provisions and clauses: [Bonneville Purchasing Instructions - Bonneville Power Administration \(bpa.gov\)](https://www.bpa.gov)

15-18 Homeland Security (OCT 2023) (15.10.3)

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
SOLICITATION/CONTRACT/ORDER FOR SERVICES AND/OR ITEMS**

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Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB), US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

SOLICITATION/CONTRACT/ORDER NUMBER

1. Requisition Number <i>(used only in COOP event)</i> :	2. Contract/Order Number: BPA- 24 - P - 95976	3. Effective Date:
4. FSS Contract/Award Number: NNG15SD19B	5. Solicitation Number: BPA- 24 - RFQ - 5530	6. Date Solicitation Issued: 10/02/2024

CONTACT INFORMATION

FOR INFORMATION CONTACT:	7. Name of Contract Specialist: Jenna Lewis	8. Phone and Email: 971-666-2780, jklewis@bpa.gov	9. Offer Due Date/Pacific Time: 10/22/2024 8:59 pm
	10. Issued By: Bonneville Power Administration 905 NE 11th Ave, Portland, OR 97232		11. Freight Terms: N/A 12. Payment Terms: Net 30
13. Email Invoices To: hdjohnston@bpa.gov		14. Contract Type: <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Non-Commercial	
15. Pre-Proposal Site Tour N/A or Conference Info:			

16. Offeror/Contractor Name and Address: Alvarez LLC 161 Fort Evans Road NE, Suite 335 Leesburg, VA 20176	17. Offeror/Contractor Point of Contact Name, Phone and Email: (b) (4)
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SOLICITATION/CONTRACT/ORDER DETAILS *(Attach continuation pages as necessary to list all items.)*

18. Item Number	19. Description	20. Quantity	21. Unit	22. Unit Price	23. Amount
	See Section B. Schedule of Items / Continuation Page		...		
			...		
			...		
			...		

24. Accounting and Appropriation Data <i>(used only in COOP event)</i> :	25. Total Award Amount \$ 565,327.88
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26. Contractor is <input type="checkbox"/> is not <input checked="" type="checkbox"/> required to sign this document and return this form via email to the Contracting Officer. Contractor agrees to furnish and deliver all items set forth or otherwise identified above and on any additional sheets subject to the terms and conditions specified herein.	27. Offer Dated: 11/01/2024 Your offer on this solicitation, specified in items: 18-23, including any additions or changes set forth herein, is accepted.
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28a. Name and Title of Signer:	29a. Name of Contracting Officer: Melissa Peterson
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28b. Signature of Contractor By: _____ <i>(Signature of person authorized to sign.)</i>	28c. Date Signed:	29b. Signature of Contracting Officer: By: _____ <i>(Signature of Contracting Officer.)</i>	29c. Date Signed:
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B. SCHEDULE OF ITEMS/CONTINUATION PAGE

Line Item No.	Description	Quantity	Unit	Unit Price	Amount
0001	IT Services: Content Manager Advanced Records Management Edition 2 Named Users SW E-LTU. Support ID: 2153445756-A. Part No. SP-AL218 FFP	1	Each		(b) (4)
0002	IT Services: Content Manager Advanced Records Manager Records Coordinator Named User SW E-LTU. Support ID: 2153445756-A. Part No. SP-AL222 FFP	49	Each		
0003	IT Services: Content Manager Advanced Records Manager Knowledge Worker Named User SW E-LTU. Support ID: 2153445756-A. Part No. SP-AL221 FFP	3000	Each		
0004	IT Services: Content Manager Advanced Records Manager Casual Contributor Named User SW E-LTU. Support ID: 2153445756-A. Part No. SP-AL219 FFP	1000	Each		
0005	IT Services: Content Manager Advanced Records Manager Inquiry Named User SW E-LTU Support ID: 2153445756-A. Part No. SP-AL220 FFP	750	Each		
0006	IT Services: Content Manager Optical Character Recognition Enhanced Package SW E-LTU Support ID: 2153445756-A. Part No. SP-AL251 FFP	1	Each		
0007	IT Services: Content Manager Optical Character Recognition Base Package SW E-LTU Support ID: 2153445756-A. Part No. SP-AL250 FFP	1	Each		
0008	IT Services: Content Manager 10 Million Objects Volume Package SW E-LTU. Support ID: 2153445756-A. Part No. SP-AL210 FFP	1	Each		
0009	IT Services: Content Manager Advanced Records Management Administrator Named User SW E-LTU. Support ID: 2153445756-A. Part No. SP-AL217 FFP	4	Each		
0010	IT Services: HPE Legal Hold for 1-4999 Employees Notice and Interview Form Processing Concurrent Active Custodian Software ELTU. Part No. SP-AL407 FFP	3	Each		
0011	IT Services: HP Legal Hold 1-5000 Devices SW E-LTU HP Legal Hold Desktop Agent per Device for 1-5000 Devices Software ELTU. Support ID: OUIJ37081-A. Part No. SP-AL404 FFP	1000	Each		
0012	IT Services: HPE Legal Hold Notice and Interview Processing Server. Support ID: OUIJ37081-A. Part No. SP-AL413 FFP	1	Each		
0013	IT Services: HP Legal Hold for 1-4999. Support ID: OUIJ37081-A. Part No. SP-AL406 FFP	1	Each		
0014	IT Services: HPE Legal Hold for 1-4999 Employees Notice and Interview Form Processing Concurrent Active Custodian Software ELTU. Support ID: OUIJ37081-A. Part No. SP-AL407 FFP	500	Each		
0015	IT Services: HPE Legal Hold for 1- 4999 Employees Nonindexed File Content Server Software E-LTU. Support ID: OUIJ37081-A. Part No. SP-AO852 FFP	1	Each		
0016	IT Services: HPE Legal Hold Collections and Preservation Policy Server Software E-LTU Support ID: OUIJ37081-A. Part No. SP-AL403 FFP	1	Each		
0017	IT Services: ControlPoint Enterprise Volume Package 100 Terabytes SW E-LTU. Support ID: OUIJ37081-A. Part No. SP-AL279 FFP	1	Each		
0018	IT Services: Zovy Enterprise (Formerly HPCA) Standard Support & Maintenance for HPCA Mailbox Mgmt. Part No. ZovySupport FFP	1	Each		
Base Year Total					\$565,327.88
Option Year 1					
1001	IT Services: Content Manager Advanced Records Management Edition 2 Named Users SW E-LTU. Support ID: 2153445756-A. Part No. SP-AL218 FFP	1	Each		(b) (4)
1002	IT Services: Content Manager Advanced Records Manager Records Coordinator Named User SW E-LTU. Support ID: 2153445756-A. Part No. SP-AL222 FFP	49	Each		
1003	IT Services: Content Manager Advanced Records Manager Knowledge Worker Named User SW E-LTU. Support ID: 2153445756-A. Part No. SP-AL221 FFP	3000	Each		
1004	IT Services: Content Manager Advanced Records Manager Casual Contributor Named User SW E-LTU. Support ID: 2153445756-A. Part No. SP-AL219 FFP	1000	Each		
1005	IT Services: Content Manager Advanced Records Manager Inquiry Named User SW E-LTU Support ID: 2153445756-A. Part No. SP-AL220 FFP	750	Each		
1006	IT Services: Content Manager Optical Character Recognition Enhanced Package SW E-LTU Support ID: 2153445756-A. Part No. SP-AL251 FFP	1	Each		
1007	IT Services: Content Manager Optical Character Recognition Base Package SW E-LTU Support ID: 2153445756-A. Part No. SP-AL250 FFP	1	Each		

(b) (4)

1008	IT Services: Content Manager 10 Million Objects Volume Package SW E-LTU. Support ID: 2153445756-A. Part No. SP-AL210 FFP	1	Each
1009	IT Services: Content Manager Advanced Records Management Administrator Named User SW E-LTU. Support ID: 2153445756-A. Part No. SP-AL217 FFP	4	Each
1010	IT Services: HPE Legal Hold for 1-4999 Employees Notice and Interview Form Processing Concurrent Active Custodian Software ELTU. Part No. SP-AL407 FFP	3	Each
1011	IT Services: HP Legal Hold 1-5000 Devices SW E-LTU HP Legal Hold Desktop Agent per Device for 1-5000 Devices Software ELTU. Support ID: OUIJ37081-A. Part No. SP-AL404 FFP	1000	Each
1012	IT Services: HPE Legal Hold Notice and Interview Processing Server. Support ID: OUIJ37081-A Part No. SP-AL413 FFP	1	Each
1013	IT Services: HP Legal Hold for 1-4999. Support ID: OUIJ37081-A. Part No. SP-AL406 FFP	1	Each
1014	IT Services: HPE Legal Hold for 1-4999 Employees Notice and Interview Form Processing Concurrent Active Custodian Software ELTU. Support ID: OUIJ37081-A. Part No. SP-AL407 FFP	500	Each
1015	IT Services: HPE Legal Hold for 1- 4999 Employees Nonindexed File Content Server Software E-LTU. Support ID: OUIJ37081-A. Part No. SP-AO852 FFP	1	Each
1016	IT Services: HPE Legal Hold Collections and Preservation Policy Server Software E-LTU Support ID: OUIJ37081-A. Part No. SP-AL403 FFP	1	Each
1017	IT Services: ControlPoint Enterprise Volume Package 100 Terabytes SW E-LTU. Support ID: OUIJ37081-A. Part No. SP-AL279 FFP	1	Each
1018	IT Services: Zovy Enterprise (Formerly HPCA) Standard Support & Maintenance for HPCA Mailbox Mgmt. Part No. ZovySupport FFP	1	Each
		Option Year 1 Total \$604,293.73	

Option Year 2

2001	IT Services: Content Manager Advanced Records Management Edition 2 Named Users SW E-LTU. Support ID: 2153445756-A. Part No. SP-AL218 FFP	1	Each
2002	IT Services: Content Manager Advanced Records Manager Records Coordinator Named User SW E-LTU. Support ID: 2153445756-A. Part No. SP-AL222 FFP	49	Each
2003	IT Services: Content Manager Advanced Records Manager Knowledge Worker Named User SW E-LTU. Support ID: 2153445756-A. Part No. SP-AL221 FFP	3000	Each
2004	IT Services: Content Manager Advanced Records Manager Casual Contributor Named User SW E-LTU. Support ID: 2153445756-A. Part No. SP-AL219 FFP	1000	Each
2005	IT Services: Content Manager Advanced Records Manager Inquiry Named User SW E-LTU Support ID: 2153445756-A. Part No. SP-AL220 FFP	750	Each
2006	IT Services: Content Manager Optical Character Recognition Enhanced Package SW E-LTU Support ID: 2153445756-A. Part No. SP-AL251 FFP	1	Each
2007	IT Services: Content Manager Optical Character Recognition Base Package SW E-LTU Support ID: 2153445756-A. Part No. SP-AL250 FFP	1	Each
2008	IT Services: Content Manager 10 Million Objects Volume Package SW E-LTU. Support ID: 2153445756-A. Part No. SP-AL210 FFP	1	Each
2009	IT Services: Content Manager Advanced Records Management Administrator Named User SW E-LTU. Support ID: 2153445756-A. Part No. SP-AL217 FFP	4	Each
2010	IT Services: HPE Legal Hold for 1-4999 Employees Notice and Interview Form Processing Concurrent Active Custodian Software ELTU. Part No. SP-AL407 FFP	3	Each
2011	IT Services: HP Legal Hold 1-5000 Devices SW E-LTU HP Legal Hold Desktop Agent per Device for 1-5000 Devices Software ELTU. Support ID: OUIJ37081-A. Part No. SP-AL404 FFP	1000	Each
2012	IT Services: HPE Legal Hold Notice and Interview Processing Server. Support ID: OUIJ37081-A Part No. SP-AL413 FFP	1	Each
2013	IT Services: HP Legal Hold for 1-4999. Support ID: OUIJ37081-A. Part No. SP-AL406 FFP	1	Each
2014	IT Services: HPE Legal Hold for 1-4999 Employees Notice and Interview Form Processing Concurrent Active Custodian Software ELTU. Support ID: OUIJ37081-A. Part No. SP-AL407 FFP	500	Each
2015	IT Services: HPE Legal Hold for 1- 4999 Employees Nonindexed File Content Server Software E-LTU. Support ID: OUIJ37081-A. Part No. SP-AO852 FFP	1	Each

(b) (4)

(b) (4)

2016	IT Services: HPE Legal Hold Collections and Preservation Policy Server Software E-LTU Support ID: OUI37081-A. Part No. SP-AL403 FFP	1	Each
2017	IT Services: ControlPoint Enterprise Volume Package 100 Terabytes SW E-LTU. Support ID: OUI37081-A. Part No. SP-AL279 FFP	1	Each
2018	IT Services: Zovy Enterprise (Formerly HPCA) Standard Support & Maintenance for HPCA Mailbox Mgmt. Part No. ZovySupport FFP	1	Each

Option Year 2 Total \$647,113.96

Base Award	\$565,327.88
Exercised Options	\$0.00
Contract Price	\$565,327.88
Unexercised Options	\$1,251,407.69
Total Potential Contract Price	\$1,816,735.57

C. SUBMISSION OF INVOICES & CONTACT INFORMATION

1. Invoices should be sent electronically to

hdjohnston@bpa.gov

2. Payment Terms

Net 30

3. If Insurance is required send electronically to:

bpainsurancecertificates@bpa.gov

4. Bonneville Contact Information:

Bonneville Office:
Attention:
Contact Email:

Block 10
Block 7
Block 8

5. Contractor Contact Information:

Company Name:
Attention:
Contact Email:

Block 16
Block 17
Block 17

D. DELIVERY INFORMATION

Line Item No.	Period of Performance/ Delivery Date	Quantity	Unit	Delivery Terms	Ship To Address or Place of Performance
0001-0018	12/07/2024 - 12/06/2025	1.00	Job	Block 11	905 NE 11th Ave Portland, OR 97232
1001-1018	12/07/2025 - 12/06/2026	1.00	Job	Block 11	905 NE 11th Ave Portland, OR 97232
2001-2018	12/07/2026 - 12/06/2027	1.00	Job	Block 11	905 NE 11th Ave Portland, OR 97232

Special Delivery Instructions:

E. INSPECTION AND ACCEPTANCE TERMS

All line item(s) in Section B will be inspected and accepted by the COR at the address specified in Section C unless otherwise stated in the table below.

Line Item No.	Inspection At/Inspection By		Acceptance At/Acceptance By		Additional Info
All Items	Government	Government	Government	Government	

F. ATTACHMENTS

	Description
F1	Statement of Work - N/A
F2	Bonneville Supplemental Clauses + NASA SEWP Clauses are also applicable
F3	Wage Determination - Exempt per 29 CFR Part 541 Subpart E
F4	Additional Attachments - N/A
F5	Solicitation Provisions - N/A

ATTACHMENT F2

CONTRACT CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The full text of a clause may be accessed electronically at the following link.

Bonneville Purchasing Instructions provisions and clauses: [Bonneville Purchasing Instructions - Bonneville Power Administration \(bpa.gov\)](https://www.bpa.gov)

- 15-17 Information Assurance (FEB 2022) (15.9.4)
- 15-18 Homeland Security (OCT 2023) (15.10.3)
- 15-22 Export Control (OCT 2023) (15.11.3 (a))
- 15-23 Re-export Control (OCT 2023) (15.11. 3 (b))

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
AMENDMENT OF SOLICITATION/MODIFICATION OF
CONTRACT/ORDER**

PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT

This data is used to amend a solicitation or modify a contract or order. This form will assist in ensuring all changes are applied appropriately. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB) US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

1. Solicitation/Contract/Order Number: BPA- 24 - P - 95976		2. Amendment/Modification Number: M - 001	
3. Effective Date: 10/1/2025	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Jenna Lewis, 503-230-3948, jklewis@bpa.gov	

AMENDMENTS OF SOLICITATIONS

6. The above numbered solicitation is amended as set forth in Item 12. The hour and date specified for receipt of Offers, is extended to _____ is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation. If a signature is requested in Item 11, acknowledge this amendment by completing Items 13 and 14 and returning the amendment with your proposal. Failure of your acknowledgment to be received at the place designated for the receipt of proposal prior to the hour and date specified may result in rejection of your proposal. If by virtue of this amendment you desire to change a proposal already submitted, such a change must be received prior to the due date and hour specified in the solicitation.

MODIFICATIONS OF CONTRACTS/ORDERS (Modifies the contract/order as described in item 12.)

<input type="checkbox"/>	7. This unilateral modification is issued pursuant to: (specify authority below). The changes set forth in item 12 are made in the Contract/Order in Item 1.
<input type="checkbox"/>	8. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, spelling correction, etc.) set forth in item 12 pursuant to the authority of BPI Part 14.10.3(b)(1).
<input checked="" type="checkbox"/>	9. Bilateral/Other (specify authority): FAR Clause 52.217-9, FAR Clause 52.212-4

10. Accounting and Appropriation Data (used for COOP event only):

IMPORTANT 11. Contractor is not, is required to sign this document and return via email to the Contract Specialist.

12. Description of Amendment/Modification (Attach additional documentation if needed and state SEE CONTINUATION SHEET.)

SEE CONTINUATION SHEET.

Except as provided herein, all terms and conditions of the document referenced in Item 1 or 2 remain unchanged.

13. Company Name:

Alvarez LLC

14a. Name, Phone and Title of Signer: _____ (b) (4)		15a. Name of Contracting Officer: Melissa Peterson	
14b. Contractor/Officer: _____ (b) (4) By: _____ (Signature of person authorized to sign)	14c. Date Signed: 09/30/2025	15b. Signature of Contracting Officer: By: _____ (Signature of Contracting Officer)	15c. Date Signed:

CONTINUATION SHEET (FORM 4220.51)

The purpose of this modification is to descope option year CLINs, which no longer provide a benefit to Bonneville, and to exercise Option Year One, extending the period of performance and adding funds; therefore:

- The following CLINs totaling **(b) (4)** are descoped from Option Year One. The new Option Year One total is \$373,340.36.

1010	IT Services: HPE Legal Hold for 1-4999 Employees Notice and Interview Form Processing Concurrent Active Custodian Software ELTU. Part No. SP-AL407 FFP	3	Each	(b) (4)
1011	IT Services: HP Legal Hold 1-5000 Devices SW E-LTU HP Legal Hold Desktop Agent per Device for 1-5000 Devices Software ELTU. Support ID: OUI37081-A. Part No. SP-AL404 FFP	1000	Each	
1012	IT Services: HPE Legal Hold Notice and Interview Processing Server. Support ID: OUI37081-A Part No. SP-AL413 FFP	1	Each	
1013	IT Services: HP Legal Hold for 1-4999. Support ID: OUI37081-A. Part No. SP-AL406 FFP	1	Each	
1014	IT Services: HPE Legal Hold for 1-4999 Employees Notice and Interview Form Processing Concurrent Active Custodian Software ELTU. Support ID: OUI37081-A. Part No. SP-AL407 FFP	500	Each	
1015	IT Services: HPE Legal Hold for 1- 4999 Employees Nonindexed File Content Server Software E-LTU. Support ID: OUI37081-A. Part No. SP-AO852 FFP	1	Each	
1016	IT Services: HPE Legal Hold Collections and Preservation Policy Server Software E-LTU Support ID: OUI37081-A. Part No. SP-AL403 FFP	1	Each	
1017	IT Services: ControlPoint Enterprise Volume Package 100 Terabytes SW E-LTU. Support ID: OUI37081-A. Part No. SP-AL279 FFP	1	Each	

- The following CLINs totaling **(b) (4)** are descoped from Option Year Two. The new Option Year Two total is \$393,049.29.

2010	IT Services: HPE Legal Hold for 1-4999 Employees Notice and Interview Form Processing Concurrent Active Custodian Software ELTU. Part No. SP-AL407 FFP	3	Each	(b) (4)
------	---	---	------	---------

2011	IT Services: HP Legal Hold 1-5000 Devices SW E-LTU HP Legal Hold Desktop Agent per Device for 1-5000 Devices Software ELTU. Support ID: OIJ37081-A. Part No. SP-AL404 FFP	1000	Each	(b) (4)
2012	IT Services: HPE Legal Hold Notice and Interview Processing Server. Support ID: OIJ37081-A Part No. SP-AL413 FFP	1	Each	
2013	IT Services: HP Legal Hold for 1-4999. Support ID: OIJ37081-A. Part No. SP-AL406 FFP	1	Each	
2014	IT Services: HPE Legal Hold for 1-4999 Employees Notice and Interview Form Processing Concurrent Active Custodian Software ELTU. Support ID: OIJ37081-A. Part No. SP-AL407 FFP	500	Each	
2015	IT Services: HPE Legal Hold for 1- 4999 Employees Nonindexed File Content Server Software E-LTU. Support ID: OIJ37081-A. Part No. SP-AO852 FFP	1	Each	
2016	IT Services: HPE Legal Hold Collections and Preservation Policy Server Software E-LTU Support ID: OIJ37081-A. Part No. SP-AL403 FFP	1	Each	
2017	IT Services: ControlPoint Enterprise Volume Package 100 Terabytes SW E-LTU. Support ID: OIJ37081-A. Part No. SP-AL279 FFP	1	Each	

3. With the exception of the CLINs identified above, Option Year One is exercised as follows:

- a. The period of performance end date is changed from December 6, 2025, to December 6, 2026.
- b. Funds are added in the amount of (b) (4) The new total contract value is \$938,668.24.

This modification constitutes the total equitable adjustment for the changes described herein.

A conformed copy of the contract is attached hereto.

B. SCHEDULE OF ITEMS/CONTINUATION PAGE

Line Item No.	Description	Quantity	Unit	Unit Price	Amount
0001	IT Services: Content Manager Advanced Records Management Edition 2 Named Users SW E-LTU. Support ID: 2153445756-A. Part No. SP-AL218 FFP	1	Each		(b) (4)
0002	IT Services: Content Manager Advanced Records Manager Records Coordinator Named User SW E-LTU. Support ID: 2153445756-A. Part No. SP-AL222 FFP	49	Each		
0003	IT Services: Content Manager Advanced Records Manager Knowledge Worker Named User SW E-LTU. Support ID: 2153445756-A. Part No. SP-AL221 FFP	3000	Each		
0004	IT Services: Content Manager Advanced Records Manager Casual Contributor Named User SW E-LTU. Support ID: 2153445756-A. Part No. SP-AL219 FFP	1000	Each		
0005	IT Services: Content Manager Advanced Records Manager Inquiry Named User SW E-LTU Support ID: 2153445756-A. Part No. SP-AL220 FFP	750	Each		
0006	IT Services: Content Manager Optical Character Recognition Enhanced Package SW E-LTU Support ID: 2153445756-A. Part No. SP-AL251 FFP	1	Each		
0007	IT Services: Content Manager Optical Character Recognition Base Package SW E-LTU Support ID: 2153445756-A. Part No. SP-AL250 FFP	1	Each		
0008	IT Services: Content Manager 10 Million Objects Volume Package SW E-LTU. Support ID: 2153445756-A. Part No. SP-AL210 FFP	1	Each		
0009	IT Services: Content Manager Advanced Records Management Administrator Named User SW E-LTU. Support ID: 2153445756-A. Part No. SP-AL217 FFP	4	Each		
0010	IT Services: HPE Legal Hold for 1-4999 Employees Notice and Interview Form Processing Concurrent Active Custodian Software ELTU. Part No. SP-AL407 FFP	3	Each		
0011	IT Services: HP Legal Hold 1-5000 Devices SW E-LTU HP Legal Hold Desktop Agent per Device for 1-5000 Devices Software ELTU. Support ID: OUIJ37081-A. Part No. SP-AL404 FFP	1000	Each		
0012	IT Services: HPE Legal Hold Notice and Interview Processing Server. Support ID: OUIJ37081-A. Part No. SP-AL413 FFP	1	Each		
0013	IT Services: HP Legal Hold for 1-4999. Support ID: OUIJ37081-A. Part No. SP-AL406 FFP	1	Each		
0014	IT Services: HPE Legal Hold for 1-4999 Employees Notice and Interview Form Processing Concurrent Active Custodian Software ELTU. Support ID: OUIJ37081-A. Part No. SP-AL407 FFP	500	Each		
0015	IT Services: HPE Legal Hold for 1- 4999 Employees Nonindexed File Content Server Software E-LTU. Support ID: OUIJ37081-A. Part No. SP-AO852 FFP	1	Each		
0016	IT Services: HPE Legal Hold Collections and Preservation Policy Server Software E-LTU Support ID: OUIJ37081-A. Part No. SP-AL403 FFP	1	Each		
0017	IT Services: ControlPoint Enterprise Volume Package 100 Terabytes SW E-LTU. Support ID: OUIJ37081-A. Part No. SP-AL279 FFP	1	Each		
0018	IT Services: Zovy Enterprise (Formerly HPCA) Standard Support & Maintenance for HPCA Mailbox Mgmt. Part No. ZovySupport FFP	1	Each		
Base Year Total					\$565,327.88
Option Year 1					
1001	IT Services: Content Manager Advanced Records Management Edition 2 Named Users SW E-LTU. Support ID: 2153445756-A. Part No. SP-AL218 FFP	1	Each		(b) (4)
1002	IT Services: Content Manager Advanced Records Manager Records Coordinator Named User SW E-LTU. Support ID: 2153445756-A. Part No. SP-AL222 FFP	49	Each		
1003	IT Services: Content Manager Advanced Records Manager Knowledge Worker Named User SW E-LTU. Support ID: 2153445756-A. Part No. SP-AL221 FFP	3000	Each		
1004	IT Services: Content Manager Advanced Records Manager Casual Contributor Named User SW E-LTU. Support ID: 2153445756-A. Part No. SP-AL219 FFP	1000	Each		
1005	IT Services: Content Manager Advanced Records Manager Inquiry Named User SW E-LTU Support ID: 2153445756-A. Part No. SP-AL220 FFP	750	Each		
1006	IT Services: Content Manager Optical Character Recognition Enhanced Package SW E-LTU Support ID: 2153445756-A. Part No. SP-AL251 FFP	1	Each		
1007	IT Services: Content Manager Optical Character Recognition Base Package SW E-LTU Support ID: 2153445756-A. Part No. SP-AL250 FFP	1	Each		

(b) (4)

1008	IT Services: Content Manager 10 Million Objects Volume Package SW E-LTU. Support ID: 2153445756-A. Part No. SP-AL210 FFP	1	Each	
1009	IT Services: Content Manager Advanced Records Management Administrator Named User SW E-LTU. Support ID: 2153445756-A. Part No. SP-AL217 FFP	4	Each	
1010	IT Services: Zovy Enterprise (Formerly HPCA) Standard Support & Maintenance for HPCA Mailbox Mgmt. Part No. ZovySupport FFP	1	Each	

Option Year 1 Total \$373,340.36

Option Year 2

(b) (4)

2001	IT Services: Content Manager Advanced Records Management Edition 2 Named Users SW E-LTU. Support ID: 2153445756-A. Part No. SP-AL218 FFP	1	Each	
2002	IT Services: Content Manager Advanced Records Manager Records Coordinator Named User SW E-LTU. Support ID: 2153445756-A. Part No. SP-AL222 FFP	49	Each	
2003	IT Services: Content Manager Advanced Records Manager Knowledge Worker Named User SW E-LTU. Support ID: 2153445756-A. Part No. SP-AL221 FFP	3000	Each	
2004	IT Services: Content Manager Advanced Records Manager Casual Contributor Named User SW E-LTU. Support ID: 2153445756-A. Part No. SP-AL219 FFP	1000	Each	
2005	IT Services: Content Manager Advanced Records Manager Inquiry Named User SW E-LTU Support ID: 2153445756-A. Part No. SP-AL220 FFP	750	Each	
2006	IT Services: Content Manager Optical Character Recognition Enhanced Package SW E-LTU Support ID: 2153445756-A. Part No. SP-AL251 FFP	1	Each	
2007	IT Services: Content Manager Optical Character Recognition Base Package SW E-LTU Support ID: 2153445756-A. Part No. SP-AL250 FFP	1	Each	
2008	IT Services: Content Manager 10 Million Objects Volume Package SW E-LTU. Support ID: 2153445756-A. Part No. SP-AL210 FFP	1	Each	
2009	IT Services: Content Manager Advanced Records Management Administrator Named User SW E-LTU. Support ID: 2153445756-A. Part No. SP-AL217 FFP	4	Each	
2010	IT Services: Zovy Enterprise (Formerly HPCA) Standard Support & Maintenance for HPCA Mailbox Mgmt. Part No. ZovySupport FFP	1	Each	

Option Year 2 Total \$393,049.29

Base Award	\$565,327.88
Exercised Options	\$373,340.36
Contract Price	\$938,668.24
Unexercised Options	\$393,049.29
Total Potential Contract Price	\$1,331,717.53

C. SUBMISSION OF INVOICES & CONTACT INFORMATION

1. Invoices should be sent electronically to

hdjohnston@bpa.gov

2. Payment Terms

Net 30

3. If Insurance is required send electronically to:

bpainsurancecertificates@bpa.gov

4. Bonneville Contact Information:

Bonneville Office:
Attention:
Contact Email:

Block 10
Block 7
Block 8

5. Contractor Contact Information:

Company Name:
Attention:
Contact Email:

Block 16
Block 17
Block 17

D. DELIVERY INFORMATION

Line Item No.	Period of Performance/ Delivery Date	Quantity	Unit	Delivery Terms	Ship To Address or Place of Performance
0001-0018	12/07/2024 - 12/06/2025	1.00	Job	Block 11	905 NE 11th Ave Portland, OR 97232
1001-1010	12/07/2025 - 12/06/2026	1.00	Job	Block 11	905 NE 11th Ave Portland, OR 97232
2001-2010	12/07/2026 - 12/06/2027	1.00	Job	Block 11	905 NE 11th Ave Portland, OR 97232

Special Delivery Instructions:

E. INSPECTION AND ACCEPTANCE TERMS

All line item(s) in Section B will be inspected and accepted by the COR at the address specified in Section C unless otherwise stated in the table below.

Line Item No.	Inspection At/Inspection By		Acceptance At/Acceptance By		Additional Info
All Items	Government	Government	Government	Government	

F. ATTACHMENTS

	Description
F1	Statement of Work - N/A
F2	Bonneville Supplemental Clauses + NASA SEWP Contract NNG15SD19B Clauses are also applicable
F3	Wage Determination - Exempt per 29 CFR Part 541 Subpart E
F4	Additional Attachments - N/A
F5	Solicitation Provisions - N/A

ATTACHMENT F2

CONTRACT CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The full text of a clause may be accessed electronically at the following link.

Bonneville Purchasing Instructions provisions and clauses: [Bonneville Purchasing Instructions - Bonneville Power Administration \(bpa.gov\)](https://www.bpa.gov)

- 15-17 Information Assurance (FEB 2022) (15.9.4)
- 15-18 Homeland Security (OCT 2023) (15.10.3)
- 15-22 Export Control (OCT 2023) (15.11.3 (a))
- 15-23 Re-export Control (OCT 2023) (15.11. 3 (b))

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
SOLICITATION/CONTRACT/ORDER FOR SERVICES AND/OR ITEMS**

PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB), US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

SOLICITATION/CONTRACT/ORDER NUMBER

1. Requisition Number <i>(used only in COOP event)</i> :	2. Contract/Order Number: BPA- 20 - P - 86572	3. Effective Date: 12/07/2020
4. FSS Contract/Award Number:	5. Solicitation Number: BPA- ... - ... -	6. Date Solicitation Issued:

CONTACT INFORMATION

FOR INFORMATION CONTACT:	7. Name of Contract Specialist: Ameliaja Brown	8. Phone and Email: 503-230-3821 albrown@bpa.gov	9. Offer Due Date/Pacific Time:
	10. Issued By: Bonneville Power Administration 905 NE 11th Ave, Portland, OR 97232	11. Freight Terms: n/a 12. Payment Terms: Net 30	
13. Email Invoices To:	14. Contract Type: <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Non-Commercial		

15. Pre-Proposal Site Tour or Conference Info:

16. Offeror/Contractor Name and Address: Carahsoft Technology Cop. Micro Focus Team 11493 Sunset Hills Road Suite 100 Reston, Virginia 20190	17. Offeror/Contractor Point of Contact Name, Phone and Email: Megan Wyman
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SOLICITATION/CONTRACT/ORDER DETAILS *(Attach continuation pages as necessary to list all items.)*

18. Item Number	19. Description	20. Quantity	21. Unit	22. Unit Price	23. Amount
	See Section B. Schedule of Items		...		\$ 464,342.83
			...		
			...		
			...		

24. Accounting and Appropriation Data <i>(used only in COOP event)</i> :	25. Total Award Amount \$ 464,342.83
--	---

26. Contractor is <input checked="" type="checkbox"/> is not <input type="checkbox"/> required to sign this document and return this form via email to the Contracting Officer. Contractor agrees to furnish and deliver all items set forth or otherwise identified above and on any additional sheets subject to the terms and conditions specified herein.	27. Offer Dated: Your offer on this solicitation, specified in items: 18-23, including any additions or changes set forth herein, is accepted.
---	---

28a. Name and Title of Signer: Megan Wyman, Renewals Account Representative	29a. Name of Contracting Officer: Josh Kulak
--	---

28b. Signature of Contractor By: <u>Megan Wyman</u> <i>(Signature of person authorized to sign.)</i>	28c. Date Signed:	29b. Signature of Contracting Officer: By: _____ <i>(Signature of Contracting Officer.)</i>	29c. Date Signed:
--	-------------------	---	-------------------

B. SCHEDULE OF ITEMS/CONTINUATION PAGE

Line Item No.	Description	Quantity	Unit	Unit Price	Amount
0001	Discovery Core Renewal- Base Year (12/07/2020-12/06/2021) (See line items 01-018 attached Quote 24348619 for technical details)	1	Year	\$ 464,342.83	\$ 464,342.83
1001	Discovery Core Renewal - Option Year 01 (12/07/2021-12/06/2022) (See line items 19-36 attached Quote 24348619 for technical details)	1	Year	\$ 487,565.08	\$ 487,565.08
2001	Discovery Core Renewal - Option Year 02 (12/07/2022-12/06/2023) (See line items 37-54 attached Quote 24348619 for technical details)	01	Year	\$ 511,939.57	\$ 511,939.57
			...		
			...		
			...		
			...		
TOTAL - Base Item(s)					\$ 464,342.83
TOTAL - Base + All Options					\$ 1,463,847.48

C. SUBMISSION OF INVOICES & CONTACT INFORMATION

1. Invoices should be sent electronically to: hdjohnston@bpa.gov

2. Payment Terms: Net 30

3. Bonneville Contact Information:

Bonneville Office: Software Development and Ops
Attention: Heather Johnston
Contact Email: hdjohnston@bpa.gov

4. Contractor Contact Information:

Company Name: Carahsoft
Attention: Megan Wyman
Contact Email: megan.wyman@carahsoft.com

D. DELIVERY INFORMATION

Line Item No.	Period of Performance/ Delivery Date	Quantity	Unit	Delivery Terms	Ship to Address or Place of Performance
0001	12/07/2020-12/06/2021	1	Year	n/a	BPA locations.
1001	12/07/2021-12/06/2022	1	Year	n/a	BPA locations.
2001	12/07/2022-12/06/2023	1	Year	n/a	BPA locations.
			...	n/a	
			...	n/a	
			...	n/a	
			...	n/a	

E. INSPECTION AND ACCEPTANCE TERMS

All line item(s) in Section B will be inspected and accepted by the COR at the address specified in Section C unless otherwise stated in the table below.

Line Item No.	Inspection At/Inspection By		Acceptance At/Acceptance By		Additional Info
0001	Government	Government	Government	Government	n/a
1001	Government	Government	Government	Government	n/a
2001	Government	Government	Government	Government	n/a
	
	
	
	

F. ATTACHMENTS

	Description
F1	Statement of Work - n/a
F2	Contract Clauses
F3	Wage Determination - n/a
F4	Contract Attachments: Description- Carahsoft Quote #24348619
F5	Solicitation Provisions & Attachments

ATTACHMENT F2

CONTRACT CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following link.

Bonneville Purchasing Instructions provisions and clauses:

<https://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>

- 28-1.5 Purchase Order-Basic Terms (FEB 2020) (28.3.4(e))
- 28-3 Invoice (OCT 2014) (28.3.4(h))
- 28-4.1 Payment – Firm-Fixed-Price (FEB 2020) (28.3.4(i))
- 28-5.1 Inspection/Acceptance – Firm-Fixed-Price (MAR 2018) (28.3.4(k))
- 28-6 Changes (JUL 2013) (28.3.4(m))
- 28-7 Stop Work Order (MAR 2018) (28.3.4(n))
- 28-8 Force Majeure/Excusable Delay (JUL 2013) (28.3.4(o))
- 28-9.1 Termination for Cause – Firm-Fixed-Price (MAR 2018) (28.3.4(p))
- 28-10.1 Termination for Convenience – Firm-Fixed-Price (MAR 2018) (28.3.4(r))
- 28-11 Warranty (JUL 2013) (28.3.4(t))
- 28-12 Limitation of Liability (JUL 2013) (28.3.4(u))
- 28-13 Disputes (JUL 2013) (28.3.4(v))
- 28-14 Indemnification (MAR 2018) (28.3.4(w))
- 28-16 Title (MAR 2018) (28.3.4(z))
- 28-17 Taxes (JUL 2013) (28.3.4(aa))
- 28-18 Assignment (MAR 2018) (28.3.4(bb))
- 28-19 Other Compliances (JUL 2013) (28.3.4(cc))
- 28-20.2 Requirements Unique to Government Contracts – Services (FEB 2020) (28.3.4(dd))
- 28-21 Order of Precedence (FEB 2020) (28.3.4(ee))
- 28-22 Applicable Law (JUL 2013) (28.3.4(ff))
- 28-23 Internet Protocol Version (MAR 2018) (28.3.4(gg))
- 3-9 Restriction on Commercial Advertising (FEB 2020) (3.5.2)
- 4-2 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (FEB 2020) (4.10.3)
- 4-4 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (FEB 2020) (4.11.5(b))
- 5-2 Privacy Protection (MAR 2018) (5.1.4(b))
- 5-3 Privacy Act (MAR 2018) (5.1.4(c))
- 14-2 Contract Administration Representatives (MAR 2018) (14.1.5(b))
- 14-7 Subcontracts (MAR 2018) (14.9.1)
- 14-18 Bankruptcy (OCT 2005) (14.19.3)
- 14-21 Computer Fraud and Abuse Act (MAR 2018) (14.14.1)
- 15-17 Information Assurance (MAR 2018) (15.9.4)
- 15-18 Homeland Security (MAR 2018) (15.10.3)
- 17-6 Commercial Software- No Contractor License (MAR 2018) (17.2.1.2(c))
- 23-3 Unauthorized Reproduction or Use of Computer Software (MAR 2018) (23.2.1)

GOVERNMENT - PRICE QUOTATION

MICRO FOCUS at CARAHSOFT



Government Solutions

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLLFREE (888) 66CARAH
 WWW.CARAHSOFT.COM | MICROFOCUS@CARAHSOFT.COM

TO: Heather Johnston
 IT COR
 Bonneville Power Administration
 905 NE 11th Ave.
 Portland, OR 97232 USA

FROM: Megan Wyman
 Carahsoft Technology Corp.
 Micro Focus Team
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: hdjohnston@bpa.gov

EMAIL: Megan.Wyman@carahsoft.com

PHONE: (503) 230-3586

PHONE: (703) 871-8632

FAX: (703) 871-8505

TERMS: FT IN: 52-2189693
 Shipping Point: FOB Destination
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Cage Code: 1P3C5
 DUNS No: 088365767

QUOTE NO: 24348619
QUOTE DATE: 10/28/2020
QUOTE EXPIRES: 10/30/2020
RFQ NO:
SHIPPING: ESD

Credit Cards: VISA/MasterCard/AMEX
 Sales Tax May Apply

TOTAL PRICE: \$464,342.83

TOTAL QUOTE: \$464,342.83

LINE NO.	PARTNO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
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***ASMP-R - all Maintenance and Support is provided directly by Micro Focus**

BASE RENEWAL

1	H7Q25AAE	Content Manager Advanced Records Management Edition 2 Named Users Software E-LTU 24x7 Maintenance Micro Focus Government Solutions LLC H7Q25AAE Start Date: 12/07/2020 End Date: 12/06/2021 SAID: 1045 9710 0118 Support ID: 2153445756-A	(b) (4)		
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2	H7Q35AAE	Content Manager Advanced Records Manager Records Coordinator Named User Software E-LTU 24x7 Maintenance Micro Focus Government Solutions LLC H7Q35AAE Start Date: 12/07/2020 End Date: 12/06/2021 SAID: 1045 9710 0118 Support ID: 2153445756-A	(b) (4)		
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3	H7Q37AAE	Content Manager Advanced Records Manager Knowledge Worker Named User Software E-LTU 24x7 Maintenance Micro Focus Government Solutions LLC H7Q37AAE Start Date: 12/07/2020 End Date: 12/06/2021 SAID: 1045 9710 0118 Support ID: 2153445756-A	(b) (4)		
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GOVERNMENT - PRICE QUOTATION

GOVERNMENT - PRICE QUOTATION



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LINE N O.	PARTNO.	DESCRIPTION	QUOTE PRICE	QTY EXTENDED PRICE
4	H7Q39AAE	Content Manager Advanced Records Manager Casual Contributor Named User Software E-LTU 24x7 Maintenance Micro Focus Government Solutions LLC H7Q39AAE Start Date: 12/07/2020 End Date: 12/06/2021 SAID: 1045 9710 0118 Support ID: 2153445756-A		(b) (4)
5	H7Q41AAE	Content Manager Advanced Records Manager Inquiry Named User Software E-LTU 24x7 Maintenance Micro Focus Government Solutions LLC H7Q41AAE Start Date: 12/07/2020 End Date: 12/06/2021 SAID: 1045 9710 0118 Support ID: 2153445756-A		
6	H7Q52AAE	Content Manager Optical Character Recognition Base Package Software E-LTU 24x7 Maintenance Micro Focus Government Solutions LLC H7Q52AAE Start Date: 12/07/2020 End Date: 12/06/2021 SAID: 1045 9710 0118 Support ID: 2153445756-A		
7	H7Q53AAE	Content Manager Optical Character Recognition Enhanced Package Software E-LTU 24x7 Maintenance Micro Focus Government Solutions LLC H7Q53AAE Start Date: 12/07/2020 End Date: 12/06/2021 SAID: 1045 9710 0118 Support ID: 2153445756-A		
8	H7Q67AAE	Content Manager 10 million Objects Volume Package Software E-LTU 24x7 Maintenance Micro Focus Government Solutions LLC H7Q67AAE Start Date: 12/07/2020 End Date: 12/06/2021 SAID: 1045 9710 0118 Support ID: 2153445756-A		
9	H7Q69AAE	Content Manager Advanced Records Management Administrator Named User Software E-LTU 24x7 Maintenance Micro Focus Government Solutions LLC H7Q69AAE Start Date: 12/07/2020 End Date: 12/06/2021 SAID: 1045 9710 0118 Support ID: 2153445756-A		

GOVERNMENT - PRICE QUOTATION



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LINE NC	PARTNO.	DESCRIPTION	QUOTE PRICE	QTY EXTENDED PRICE
10	ZovySupport	Zovy support contains former products including: - Zovy Enterprise (Formerly HPCA) Standard Support & Maintenance for HPCA Mailbox Mgmt - Fldr Nmd Usr SW E-LTU, HPCA Base 1-5000 Nd Usr SW E-LTU HPCA Mail Sch 1-5000 Nd Usr SW E-LTU - HPCA Disc 1-5000 Nd Usr SW E-LTU, HPCA File Archive Strg 41 + TB SW Micro Focus Start Date: 12/07/2020 End Date: 12/06/2021		(b) (4)
11	H9C22AAE	HP eDiscovery Full Review 5TB Software E-LTU 24x7 Maintenance Micro Focus Start Date: 12/07/2020 End Date: 12/06/2021 Support ID: OJJ37081-A		
12	H7W46AAE	LH Desktop 1 - 5000 Devices SW ELTU 24x7 Maintenance Micro Focus Start Date: 12/07/2020 End Date: 12/06/2021 Support ID: OJJ37081-A		
13	H9D52AAE	LH Notice Interview P Svr SW ELTU 24x7 Maintenance Micro Focus Start Date: 12/07/2020 End Date: 12/06/2021 Support ID: OJJ37081-A		
14	H9D49AAE	HP Legal Hold for 1-4999 24x7 Maintenance Micro Focus Government Solutions LLC - H9D49AAE Start Date: 12/07/2020 End Date: 12/06/2021 Support ID: OJJ37081-A		
15	H9D54AAE	LHE 14999 Emp NIFF Proc CAC SW ELTU 24x7 Maintenance Micro Focus Start Date: 12/07/2020 End Date: 12/06/2021 Support ID: OJJ37081-A		
16	H9D60AAE	Legal Hold for 1-4999 Employees Non-indexed File Content Server Software E-LTU 24x7 Maintenance Micro Focus Start Date: 12/07/2020 End Date: 12/06/2021 Support ID: OJJ37081-A		
17	H9D53AAE	HPE Legal Hold Collections and Preservation Policy Server Software E-LTU 24x7 Maintenance Micro Focus Government Solutions LLC - H9D53AAE Start Date: 12/07/2020 End Date: 12/06/2021 Support ID: OJJ37081-A		
18	H9C53AAE	ControlPoint Enterprise Volume Package 100 Terabytes Software E-LTU 24x7 Maintenance Micro Focus Start Date: 12/07/2020 End Date: 12/06/2021 Support ID: OJJ37081-A		

GOVERNMENT - PRICE QUOTATION



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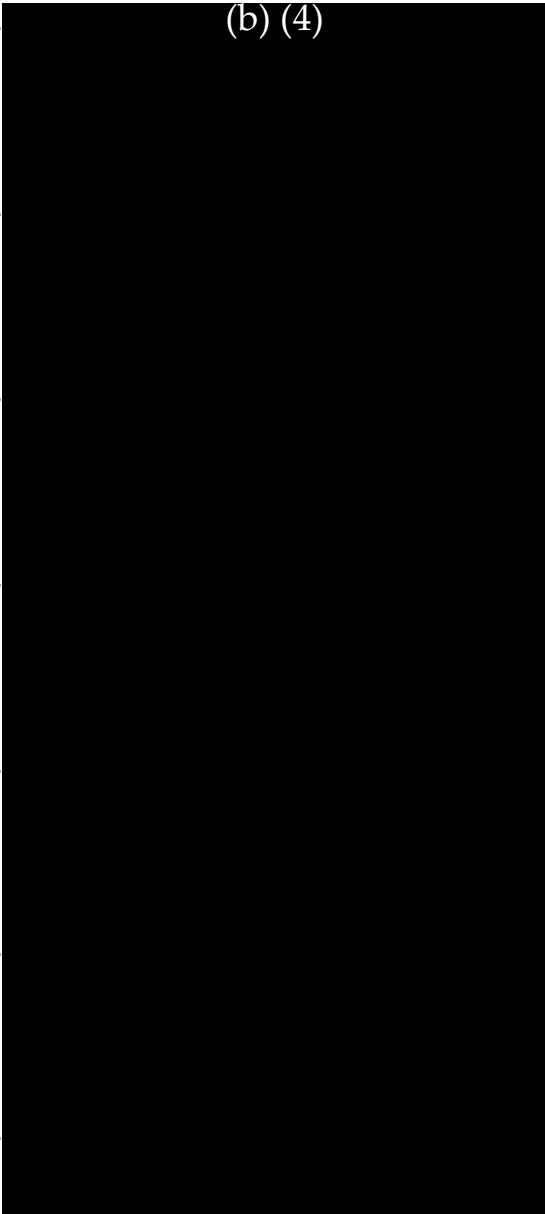


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LINE NO.	PARTNO.	DESCRIPTION	-	QUOTE PRICE	QTY EXTENDED PRICE
		SUBTOTAL:			\$464,342.83
				TOTAL PRICE:	\$464,342.83
				TOTAL QUOTE:	\$464,342.83

SUGGESTED OPTIONS

LINE NO.	PARTNO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
OPTION YEAR 1						
19	H7Q25AAE	Content Manager Advanced Records Management Edition 2 Named Users Software E-LTU 24x7 Maintenance Micro Focus- H7Q25AAE Start Date: 12/07/2021 End Date: 12/06/2022 Support ID: 2153445756-A				
20	H7Q35AAE	Content Manager Advanced Records Manager Records Coordinator Named User Software E-LTU 24x7 Maintenance Micro Focus- H7Q35AAE Start Date: 12/07/2021 End Date: 12/06/2022 Support ID: 2153445756-A				
21	H7Q37AAE	Content Manager Advanced Records Manager Knowledge Worker Named User Software E-LTU 24x7 Maintenance Micro Focus- H7Q37AAE Start Date: 12/07/2021 End Date: 12/06/2022 Support ID: 2153445756-A				
22	H7Q39AAE	Content Manager Advanced Records Manager Casual Contributor Named User Software E-LTU 24x7 Maintenance Micro Focus- H7Q39AAE Start Date: 12/07/2021 End Date: 12/06/2022 Support ID: 2153445756-A				
23	H7Q41AAE	Content Manager Advanced Records Manager Inquiry Named User Software E-LTU 24x7 Maintenance Micro Focus- H7Q41AAE Start Date: 12/07/2021 End Date: 12/06/2022 Support ID: 2153445756-A				
24	H7Q52AAE	Content Manager Optical Character Recognition Base Package Software E-LTU 24x7 Maintenance Micro Focus- H7Q52AAE Start Date: 12/07/2021 End Date: 12/06/2022 Support ID: 2153445756-A				
25	H7Q53AAE	Content Manager Optical Character Recognition Enhanced Package Software E-LTU 24x7 Maintenance Micro Focus- H7Q53AAE Start Date: 12/07/2021 End Date: 12/06/2022 Support ID: 2153445756-A				



GOVERNMENT - PRICE QUOTATION



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LINE NC	PARTNO.	DESCRIPTION	QUOTE PRICE	QTY EXTENDED PRICE
26	H7Q67AAE	Content Manager 10 million Objects Volume Package Software E-LTU 24x7 Maintenance Micro Focus- H7Q67AAE Start Date: 12/07/2021 End Date: 12/06/2022 Support ID: 2153445756-A	(b) (4)	(b) (4)
27	H7Q69AAE	Content Manager Advanced Records Management Administrator Named User Software E-LTU 24x7 Maintenance Micro Focus- H7Q69AAE Start Date: 12/07/2021 End Date: 12/06/2022 Support ID: 2153445756-A		
28	ZovySupport	Zovy support contains former products including: - Zovy Enterprise (Formerly HPCA) Standard Support & Maintenance for HPCA Mailbox Mgmt - Fldr Nmd Usr SW E-LTU, HPCA Base 1-5000 Nd Usr SW E-LTU HPCA Mail Sch 1-5000 Nd Usr SW E-LTU - HPCA Disc 1-5000 Nd Usr SW E-LTU, HPCA File Archive Strg 41 + TB SW Micro Focus- ZovySupport Start Date: 12/07/2021 End Date: 12/06/2022		
29	H9C22AAE	HP eDiscovery Full Review 5TB Software E-LTU 24x7 Maintenance Micro Focus- H9C22AAE Start Date: 12/07/2021 End Date: 12/06/2022 Support ID: OJJ37081-A		
30	H7W46AAE	LH Desktop 1 - 5000 Devices SW ELTU 24x7 Maintenance Micro Focus- H7W46AAE Start Date: 12/07/2021 End Date: 12/06/2022 Support ID: OJJ37081-A		
31	H9D52AAE	LH Notice Interview P Svr SW ELTU 24x7 Maintenance Micro Focus- H9D52AAE Start Date: 12/07/2021 End Date: 12/06/2022 Support ID: OJJ37081-A		
32	H9D49AAE	LH 14999 Employees Svr SW ELTU 24x7 Maintenance Micro Focus- H9D49AAE Start Date: 12/07/2021 End Date: 12/06/2022 Support ID: OJJ37081-A		
33	H9D54AAE	LHE 14999 Emp NIF Proc CAC SW ELTU 24x7 Maintenance Micro Focus- H9D54AAE Start Date: 12/07/2021 End Date: 12/06/2022 Support ID: OJJ37081-A		
34	H9D60AAE	Legal Hold for 1- 4999 Employees Non-indexed File Content Server Software E-LTU 24x7 Maintenance Micro Focus- H9D60AAE Start Date: 12/07/2021 End Date: 12/06/2022 Support ID: OJJ37081-A		

GOVERNMENT - PRICE QUOTATION



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LINE NO.	PARTNO.	DESCRIPTION	QUOTE PRICE	QTY EXTENDED PRICE
35	H9D53AAE	LH Collections Pres Pol Svr SW ELTU 24x7 Maintenance Micro Focus- H9D53AAE Start Date: 12/07/2021 End Date: 12/06/2022 Support ID: OUJ37081-A	(b) (4)	(b) (4)
36	H9C53AAE	ControlPoint Enterprise Volume Package 100 Terabytes Software E-LTU 24x7 Maintenance Micro Focus- H9C53AAE Start Date: 12/07/2021 End Date: 12/06/2022 Support ID: OUJ37081-A	(b) (4)	(b) (4)
OPTION YEAR 1 SUBTOTAL:				\$487,565.08
OPTION YEAR 2				
37	H7Q25AAE	Content Manager Advanced Records Management Edition 2 Named Users Software E-LTU 24x7 Maintenance Micro Focus- H7Q25AAE Start Date: 12/07/2022 End Date: 12/06/2023 Support ID: 2153445756-A	(b) (4)	(b) (4)
38	H7Q35AAE	Content Manager Advanced Records Manager Records Coordinator Named User Software E-LTU 24x7 Maintenance Micro Focus- H7Q35AAE Start Date: 12/07/2022 End Date: 12/06/2023 Support ID: 2153445756-A	(b) (4)	(b) (4)
39	H7Q37AAE	Content Manager Advanced Records Manager Knowledge Worker Named User Software E-LTU 24x7 Maintenance Micro Focus- H7Q37AAE Start Date: 12/07/2022 End Date: 12/06/2023 Support ID: 2153445756-A	(b) (4)	(b) (4)
40	H7Q39AAE	Content Manager Advanced Records Manager Casual Contributor Named User Software E-LTU 24x7 Maintenance Micro Focus- H7Q39AAE Start Date: 12/07/2022 End Date: 12/06/2023 Support ID: 2153445756-A	(b) (4)	(b) (4)
41	H7Q41AAE	Content Manager Advanced Records Manager Inquiry Named User Software E-LTU 24x7 Maintenance Micro Focus- H7Q41AAE Start Date: 12/07/2022 End Date: 12/06/2023 Support ID: 2153445756-A	(b) (4)	(b) (4)
42	H7Q52AAE	Content Manager Optical Character Recognition Base Package Software E-LTU 24x7 Maintenance Micro Focus- H7Q52AAE Start Date: 12/07/2022 End Date: 12/06/2023 Support ID: 2153445756-A	(b) (4)	(b) (4)
43	H7Q53AAE	Content Manager Optical Character Recognition Enhanced Package Software E-LTU 24x7 Maintenance Micro Focus- H7Q53AAE Start Date: 12/07/2022 End Date: 12/06/2023 Support ID: 2153445756-A	(b) (4)	(b) (4)

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LINE NC	PARTNO.	DESCRIPTION	QUOTE PRICE	QTY EXTENDEDPRICE
44	H7Q67AAE	Content Manager 10 million Objects Volume Package Software E-LTU 24x7 Maintenance Micro Focus- H7Q67AAE Start Date: 12/07/2022 End Date: 12/06/2023 Support ID: 2153445756-A		(b) (4)
45	H7Q69AAE	Content Manager Advanced Records Management Administrator Named User Software E-LTU 24x7 Maintenance Micro Focus- H7Q69AAE Start Date: 12/07/2022 End Date: 12/06/2023 Support ID: 2153445756-A		
46	ZovySupport	Zovy support contains former products including: - Zovy Enterprise (Formerly HPCA) Standard Support & Maintenance for HPCA Mailbox Mgmt - Fldr Nmd Usr SW E-LTU, HPCA Base 1-5000 Nd Usr SW E-LTU HPCA Mail Sch 1-5000 Nd Usr SW E-LTU - HPCA Disc 1-5000 Nd Usr SW E-LTU, HPCA File Archive Strg 41 + TB SW Micro Focus- ZovySupport Start Date: 12/07/2022 End Date: 12/06/2023		
47	H9C22AAE	HP eDiscovery Full Review 5TB Software E-LTU 24x7 Maintenance Micro Focus- H9C22AAE Start Date: 12/07/2022 End Date: 12/06/2023 Support ID: OJJ37081-A		
48	H7W46AAE	LH Desktop 1 - 5000 Devices SW ELTU 24x7 Maintenance Micro Focus- H7W46AAE Start Date: 12/07/2022 End Date: 12/06/2023 Support ID: OJJ37081-A		
49	H9D52AAE	LH Notice Interview P Svr SW ELTU 24x7 Maintenance Micro Focus- H9D52AAE Start Date: 12/07/2022 End Date: 12/06/2023 Support ID: OJJ37081-A		
50	H9D49AAE	LH 14999 Employees Svr SW ELTU 24x7 Maintenance Micro Focus- H9D49AAE Start Date: 12/07/2022 End Date: 12/06/2023 Support ID: OJJ37081-A		
51	H9D54AAE	LHE 14999 Emp NIF Proc CAC SW ELTU 24x7 Maintenance Micro Focus- H9D54AAE Start Date: 12/07/2022 End Date: 12/06/2023 Support ID: OJJ37081-A		
52	H9D60AAE	Legal Hold for 1- 4999 Employees Non-indexed File Content Server Software E-LTU 24x7 Maintenance Micro Focus- H9D60AAE Start Date: 12/07/2022 End Date: 12/06/2023 Support ID: OJJ37081-A		

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LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY EXTENDED PRICE
53	H9D53AAE	LH Collections Pres Pol Svr SWELTU 24x7 Maintenance Micro Focus- H9D53AAE Start Date: 12/07/2022 End Date: 12/06/2023 Support ID: OUJ37081-A			(b) (4)
54	H9C53AAE	ControlPoint Enterprise Volume Package 100 Terabytes Software E-LTU 24x7 Maintenance Micro Focus- H9C53AAE Start Date: 12/07/2022 End Date: 12/06/2023 Support ID: OUJ37081-A			
OPTION YEAR 2 SUBTOTAL:					\$511,939.57
SUGGESTED SUBTOTAL:					\$999,504.65

***The pricing and discounts being provided in this quote is based off of a complete bill of materials. Any changes to the configuration may cause an overall adjustment to the discount structure. Please contact your sales rep listed on the quote if any configuration changes are needed.

***Please note that due to the low pricing provided in this quote, credit cards will not be accepted for this particular pricing structure. If it is requested that payment be made with a credit card, then the above pricing is subject to change and a processing fee will be added. Payment via Purchase Order and WAWF will incur no additional fee.

***Licensee agrees that any order for Micro Focus software licenses and support will be governed by the Micro Focus Government Solutions Customer Pass Through Terms found at:
https://static.carahsoft.com/concrete/files/6715/7133/8405/MFGS_PassThrough_TermsConditions.pdf

Licensee acknowledges it has had the opportunity to review the Agreement, prior to executing an order.

Additional license authorizations and restrictions applicable to your software product are found at
<https://softwaresupport.softwaregrp.com/doc/KM720008>

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
AMENDMENT OF SOLICITATION/MODIFICATION OF
CONTRACT/ORDER**

PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT

This data is used to amend a solicitation or modify a contract or order. This form will assist in ensuring all changes are applied appropriately. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB) US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

1. Solicitation/Contract/Order Number: BPA- 20 - P - 86572		2. Amendment/Modification Number: M - 001	
3. Effective Date: 12/07/2021	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Amelija Brown, 503-230-3821, albrown@bpa.gov	

AMENDMENTS OF SOLICITATIONS

6. The above numbered solicitation is amended as set forth in Item 12. The hour and date specified for receipt of Offers, is extended to _____ is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation. If a signature is requested in Item 11, acknowledge this amendment by completing Items 13 and 14 and returning the amendment with your proposal. Failure of your acknowledgment to be received at the place designated for the receipt of proposal prior to the hour and date specified may result in rejection of your proposal. If by virtue of this amendment you desire to change a proposal already submitted, such a change must be received prior to the due date and hour specified in the solicitation.

MODIFICATIONS OF CONTRACTS/ORDERS (Modifies the contract/order as described in item 12.)

<input checked="" type="checkbox"/>	7. This unilateral modification is issued pursuant to: (specify authority below). The changes set forth in item 12 are made in the Contract/Order in Item 1.
<input type="checkbox"/>	8. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, spelling correction, etc.) set forth in item 12 pursuant to the authority of BPI Part 14.10.3(b)(1).
<input type="checkbox"/>	9. Bilateral/Other (specify authority):

10. Accounting and Appropriation Data (used for COOP event only):

IMPORTANT 11. Contractor is not, is required to sign this document and return via email to the Contract Specialist.

12. Description of Amendment/Modification (Attach additional documentation if needed and state SEE CONTINUATION SHEET.)

The purpose of this Modification is to Exercise Option Year 001 (CLIN 1001) of the contract. This modification consists of this Signature Page. The following items have been modified:

1. Option Year 001 is excised extending the performance period from December 07, 2021 through December 06, 2022. Funding in the fixed price of \$487,565.08 is hereby obligated and the total contract value has changed from \$464,342.83 to \$951,907.91.

All other terms of Contract 85672 remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 1 or 2 remain unchanged.

13. Company Name:

CARASOFT TECHNOLOGY CORP

14a. Name, Phone and Title of Signer: Megan Wyman; Renewals Account Representative		15a. Name of Contracting Officer: Amelija Brown	
14b. Contractor/Offeror By: _____ (Signature of person authorized to sign)	14c. Date Signed: 10/20/2021	15b. Signature of Contracting Officer By: _____ (Signature of Contracting Officer)	15c. Date Signed:

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
AMENDMENT OF SOLICITATION/MODIFICATION OF
CONTRACT/ORDER**

PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT

This data is used to amend a solicitation or modify a contract or order. This form will assist in ensuring all changes are applied appropriately. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB) US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

1. Solicitation/Contract/Order Number: BPA- 20 - Purcha - 86572		2. Amendment/Modification Number: M - 001	
3. Effective Date: 12/07/2021	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Amelija Brown, 503-230-3821, albrown@bpa.gov	

AMENDMENTS OF SOLICITATIONS

6. The above numbered solicitation is amended as set forth in Item 12. The hour and date specified for receipt of Offers, is extended to _____ is not extended.

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MODIFICATIONS OF CONTRACTS/ORDERS (Modifies the contract/order as described in item 12.)

<input checked="" type="checkbox"/>	7. This unilateral modification is issued pursuant to: (specify authority below). The changes set forth in item 12 are made in the Contract/Order in Item 1.
<input type="checkbox"/>	8. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, spelling correction, etc.) set forth in item 12 pursuant to the authority of BPI Part 14.10.3(b)(1).
<input type="checkbox"/>	9. Bilateral/Other (specify authority):

10. Accounting and Appropriation Data (used for COOP event only):

IMPORTANT 11. Contractor is not, is required to sign this document and return via email to the Contract Specialist.

12. Description of Amendment/Modification (Attach additional documentation if needed and state SEE CONTINUATION SHEET.)

The purpose of this Modification is to Exercise Option Year 001 (CLIN 1001) of the contract. This modification consists of this Signature Page. The following items have been modified:

1. Option Year 001 is excised extending the performance period from December 07, 2021 through December 06, 2022. Funding in the fixed price of \$487,565.08 is hereby obligated and the total contract value has changed from \$464,342.83 to \$951,907.91.

All other terms of Contract 85672 remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 1 or 2 remain unchanged.

13. Company Name:

CARASOFT TECHNOLOGY CORP

14a. Name, Phone and Title of Signer: Megan Wyman; Renewals Account Representative		15a. Name of Contracting Officer: Amelija Brown	
14b. Contractor/Offeror By: _____ (Signature of person authorized to sign)	14c. Date Signed: 10/20/2021	15b. Signature of Contracting Officer By: _____ (Signature of Contracting Officer)	15c. Date Signed:

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
SOLICITATION/CONTRACT/ORDER FOR SERVICES AND/OR ITEMS**

PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB), US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

SOLICITATION/CONTRACT/ORDER NUMBER

1. Requisition Number <i>(used only in COOP event)</i> :	2. Contract/Order Number: BPA- 21 - C - 88809	3. Effective Date: 09/01/2021
4. FSS Contract/Award Number:	5. Solicitation Number: BPA- ... - ... -	6. Date Solicitation Issued:

CONTACT INFORMATION

FOR INFORMATION CONTACT:	7. Name of Contract Specialist: Ameliaja Brown	8. Phone and Email: 503-230-3821, albrown@bpa.gov	9. Offer Due Date/Pacific Time:
	10. Issued By: Bonneville Power Administration 905 NE 11th Ave, Portland, OR 97232	11. Freight Terms: n/a 12. Payment Terms: Net 30	
13. Email Invoices To: hdjohnston@bpa.gov	14. Contract Type: <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Non-Commercial		
15. Pre-Proposal Site Tour or Conference Info:			

16. Offeror/Contractor Name and Address: Megan Wyman Renewals Account Representative MicroFocus	17. Offeror/Contractor Point of Contact Name, Phone and Email: MEGAN WYMAN@CARAHSOFT.COM
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SOLICITATION/CONTRACT/ORDER DETAILS *(Attach continuation pages as necessary to list all items.)*

18. Item Number	19. Description	20. Quantity	21. Unit	22. Unit Price	23. Amount
	See Section B: Schedule of Items	12	Month		(b) (4)
		12	Month		
			

24. Accounting and Appropriation Data <i>(used only in COOP event)</i> :	25. Total Award Amount \$ 985,416.72
--	---

26. Contractor is <input checked="" type="checkbox"/> is not <input type="checkbox"/> required to sign this document and return this form via email to the Contracting Officer. Contractor agrees to furnish and deliver all items set forth or otherwise identified above and on any additional sheets subject to the terms and conditions specified herein.	27. Offer Dated: Your offer on this solicitation, specified in items: 18-23, including any additions or changes set forth herein, is accepted.
---	---

28a. Name and Title of Signer:	29a. Name of Contracting Officer: Joshua Kulak
28b. Signature of Contractor By: _____ <i>(Signature of person authorized to sign.)</i>	29b. Signature of Contracting Officer: By: _____ <i>(Signature of Contracting Officer.)</i>
28c. Date Signed:	29c. Date Signed: 10/05/2021

B. SCHEDULE OF ITEMS/CONTINUATION PAGE

Line Item No.	Description	Quantity	Unit	Unit Price	Amount	
0001	Steady state operations and maintenance - PPM	12		(b) (4)		
0002	Steady state operations and maintenance - Big Data (DCS)	12				
			...			
			...			
			...			
			...			
			...			
				TOTAL - Base Item(s)		\$ 985,416.72
				TOTAL - Base + All Options		\$ 985,416.72

C. SUBMISSION OF INVOICES & CONTACT INFORMATION

- 1. Invoices should be sent electronically to: hdjohnston@bpa.gov
- 2. Payment Terms: 30
- 3. Bonneville Contact Information:

Bonneville Office: Software Development Ops
Attention: Heather Johnston
Contact Email: hdjohnston@bpa.gov

- 4. Contractor Contact Information:

Company Name: CARAHSOFT TECHNOLOGY CORP
Attention:
Contact Email:

D. DELIVERY INFORMATION

Line Item No.	Period of Performance/ Delivery Date	Quantity	Unit	Delivery Terms	Ship to Address or Place of Performance
001	09/01/2021-08/30/2022	12	Month	n/a	See attached Statement of Work
002	09/01/2021-08/30/2022	12	Month	n/a	See attached Statement of Work
			...	n/a	
			...	n/a	
			...	n/a	
			...	n/a	
			...	n/a	

E. INSPECTION AND ACCEPTANCE TERMS

All line item(s) in Section B will be inspected and accepted by the COR at the address specified in Section C unless otherwise stated in the table below.

Line Item No.	Inspection At/Inspection By		Acceptance At/Acceptance By		Additional Info
001	Government	Government	Government	Government	See SOW
002	Government	Government	Government	Government	See SOW
	
	
	
	
	

F. ATTACHMENTS

	Description
F1	Statement of Work - MicroFocus Service Level Agreement
F2	Contract Terms and Conditions & Letter Contract dated September 02, 2021
F3	Wage Determination - n/a
F4	Contract Attachments- Cyber Security Requirements
F5	Solicitation Provisions & Attachments- n/a



Statement of Work for Bonneville Power Administration SMS Services from Carahsoft

SOW ID: 1322925

Important Confidentiality Notice

This Statement of Work is proprietary to Carahsoft Technology Corp and contains Carahsoft Technology Corp Confidential Information. It may not be disclosed in whole or in part without the express written authorization of Carahsoft Technology Corp. No portion of this Statement of Work may be duplicated or used for any purpose other than to receive Services or Deliverables from Carahsoft Technology Corp described herein.

© Copyright 2020 Carahsoft Technology Corp.

Carahsoft Contact

(b) (4)

MFGS Software Services Contact

(b) (4)

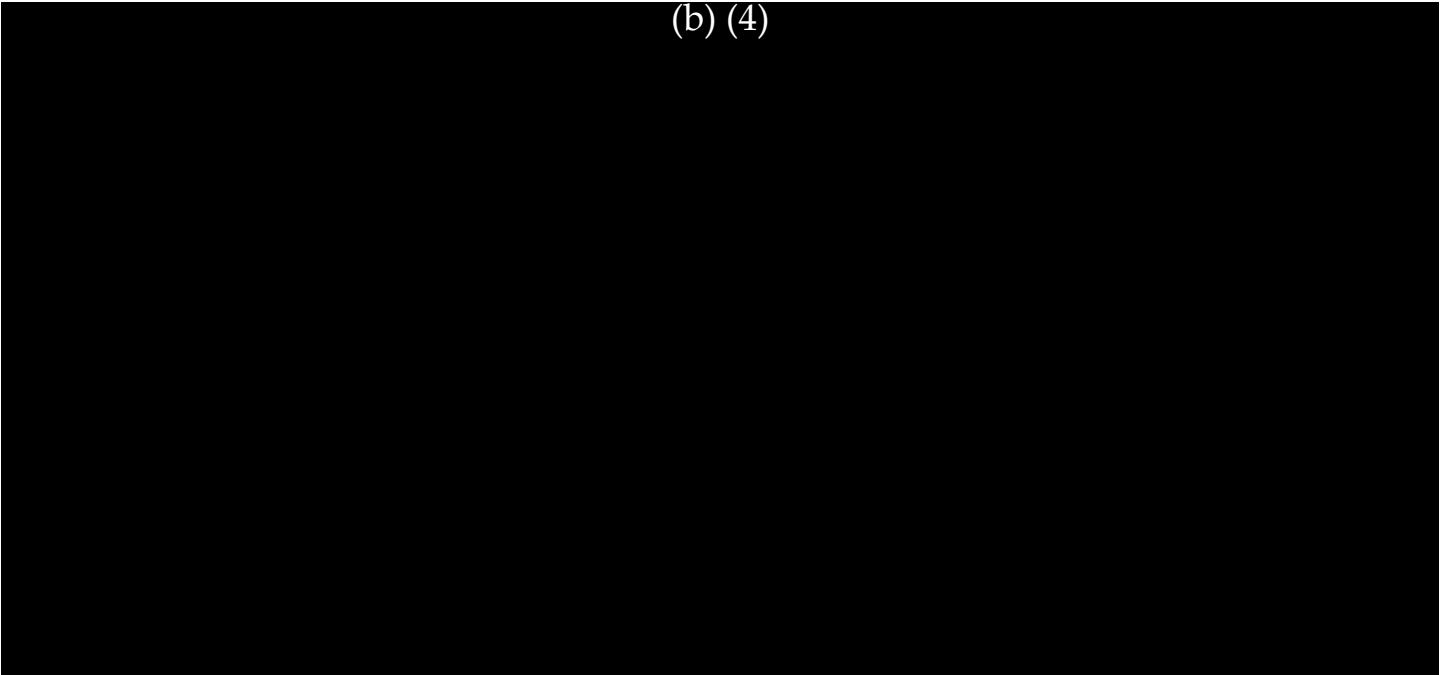
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1.0 Statement of Work Information

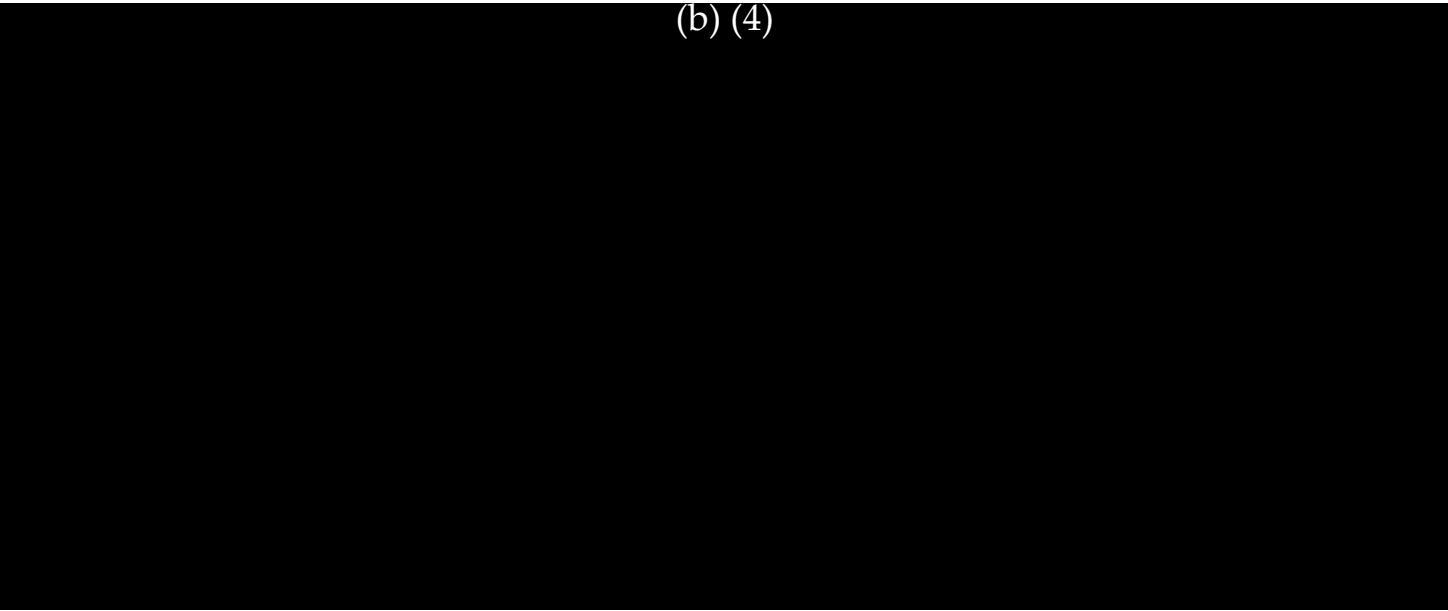
1.1. Introduction

(b) (4)



1.2. Services Overview

(b) (4)

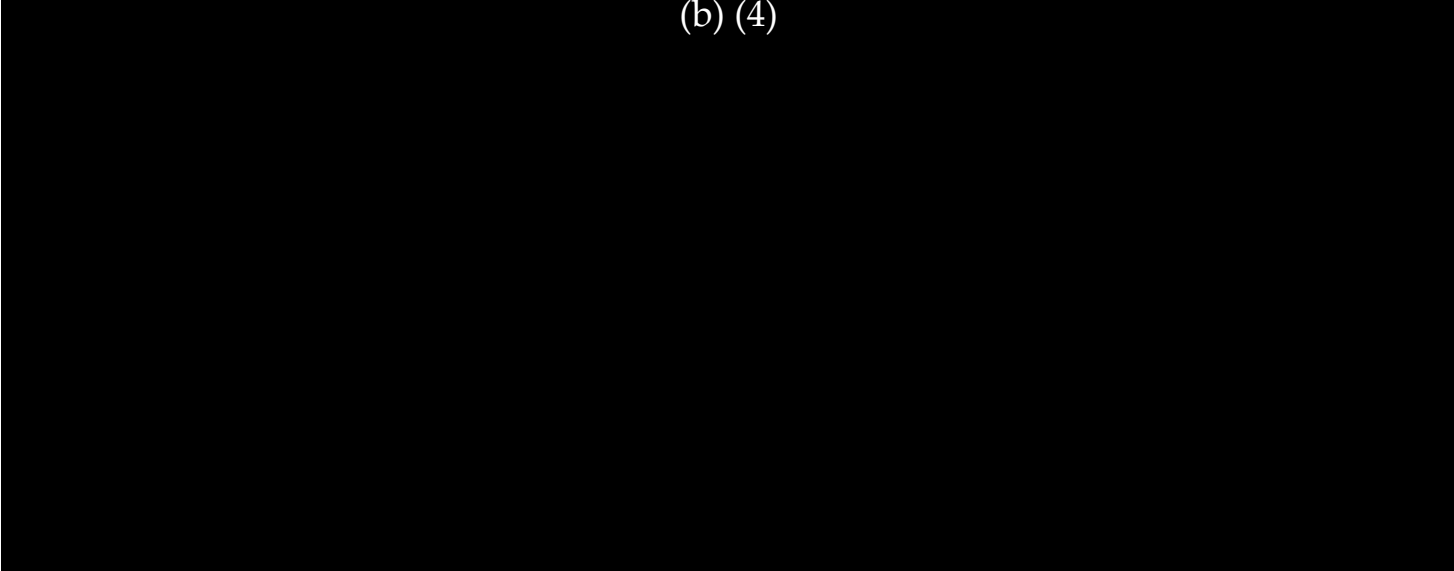


1.3. Term

Carahsoft and MFGS shall provide the Services for a period of 12 months (“**Term**”) in accordance with this SOW. Service commencement date is mutually defined by MFGS and the Customer for September 1, 2021.

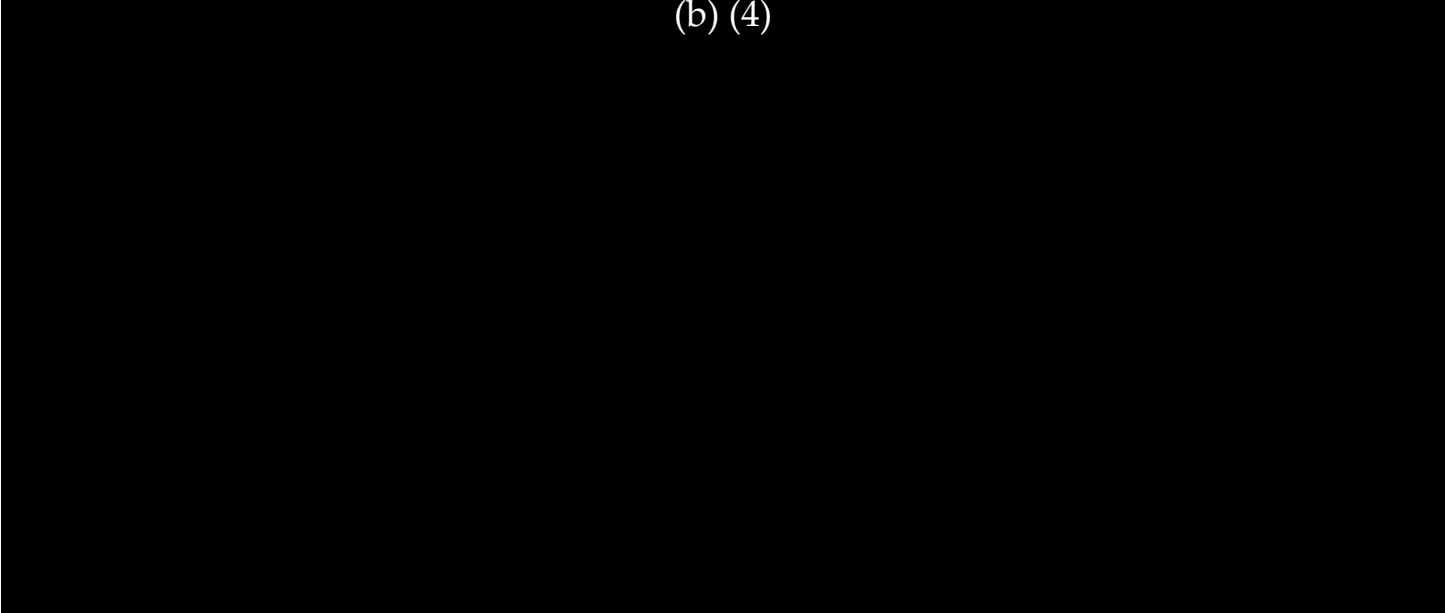
1.4. Services Approach

(b) (4)

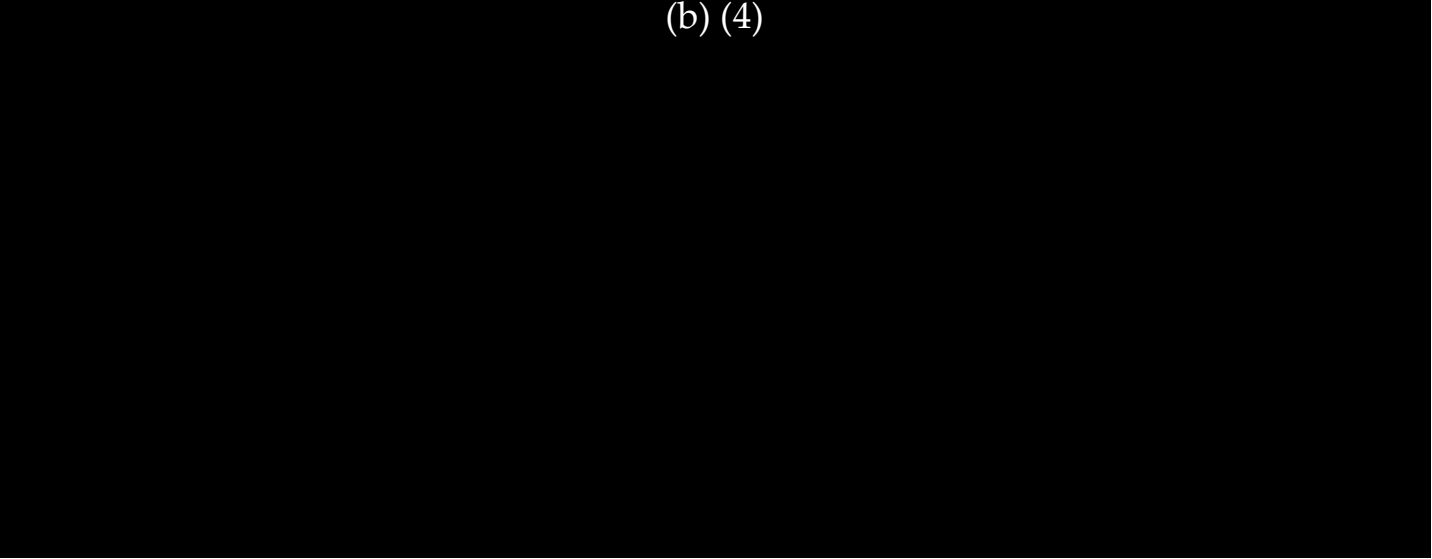


1.5 Case Management

(b) (4)

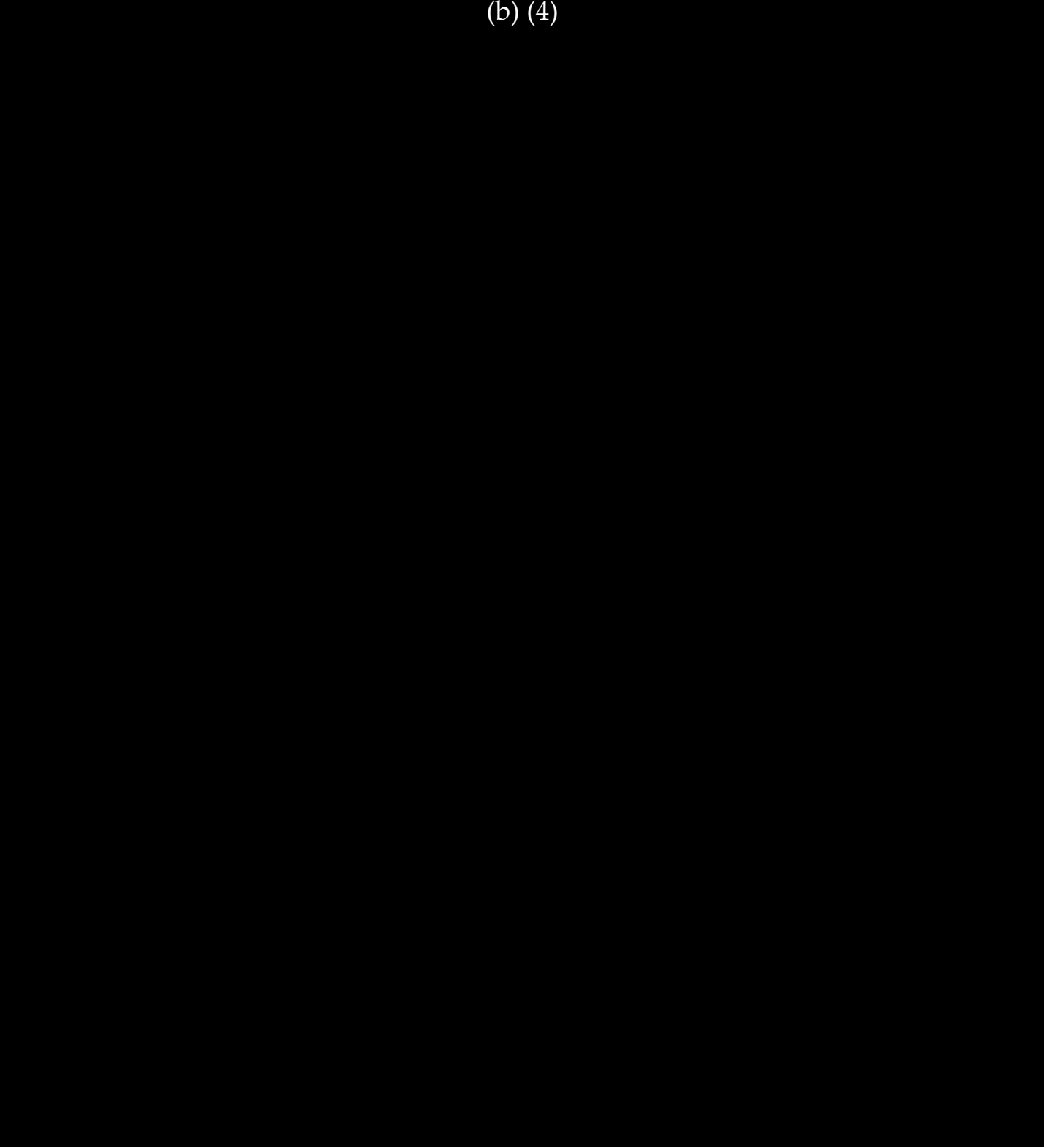


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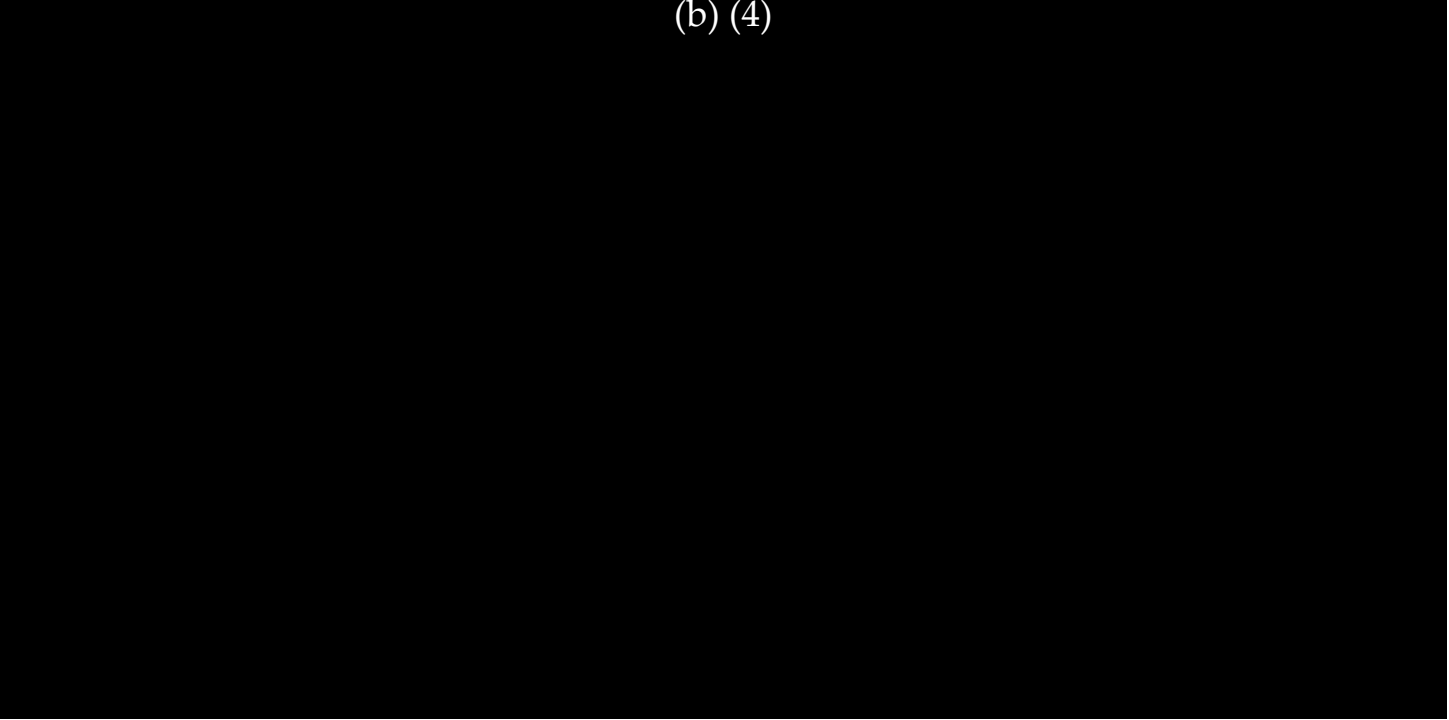
2.0 Definition of Solution Components

(b) (4)



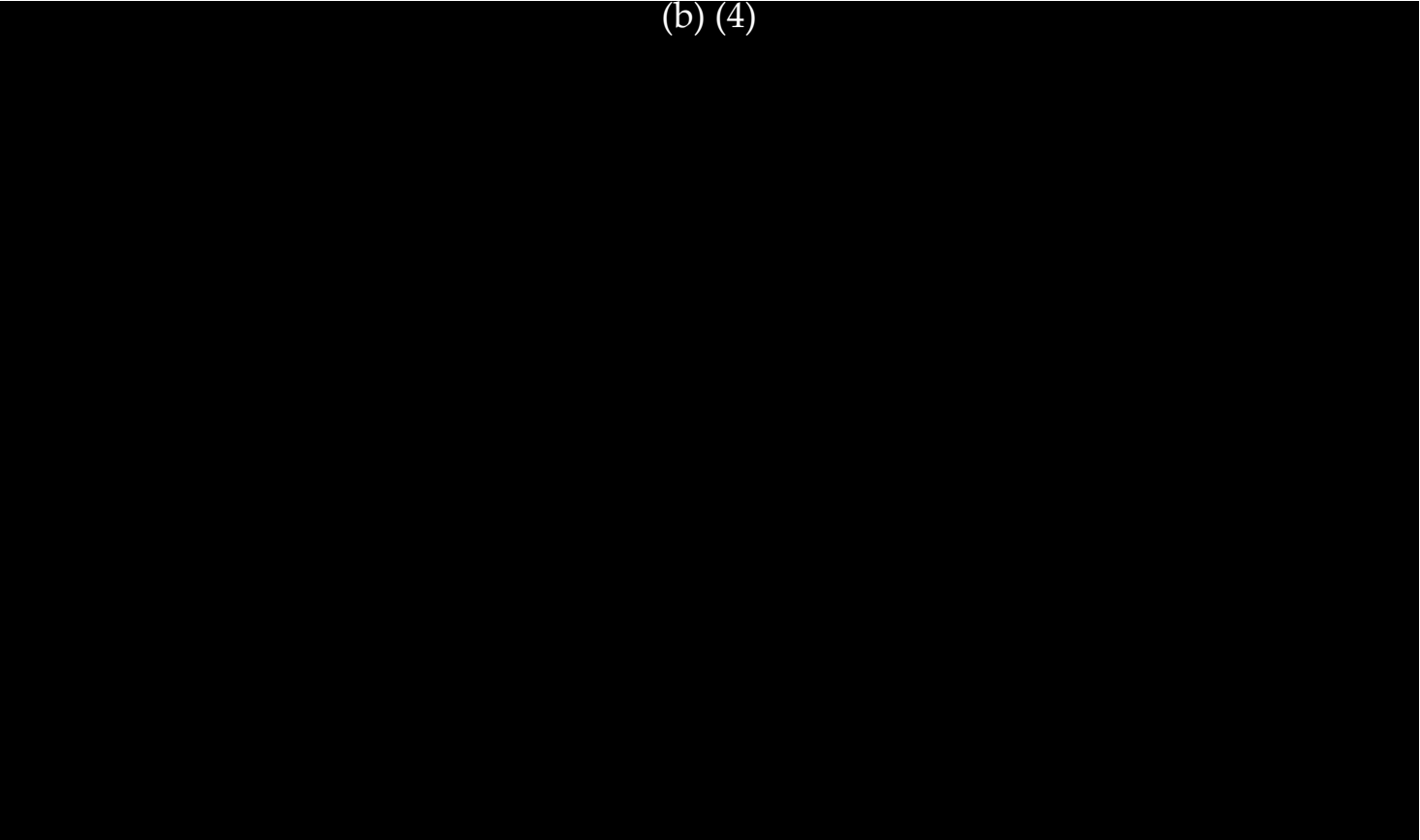
3.0 Steady State Services Scope

(b) (4)

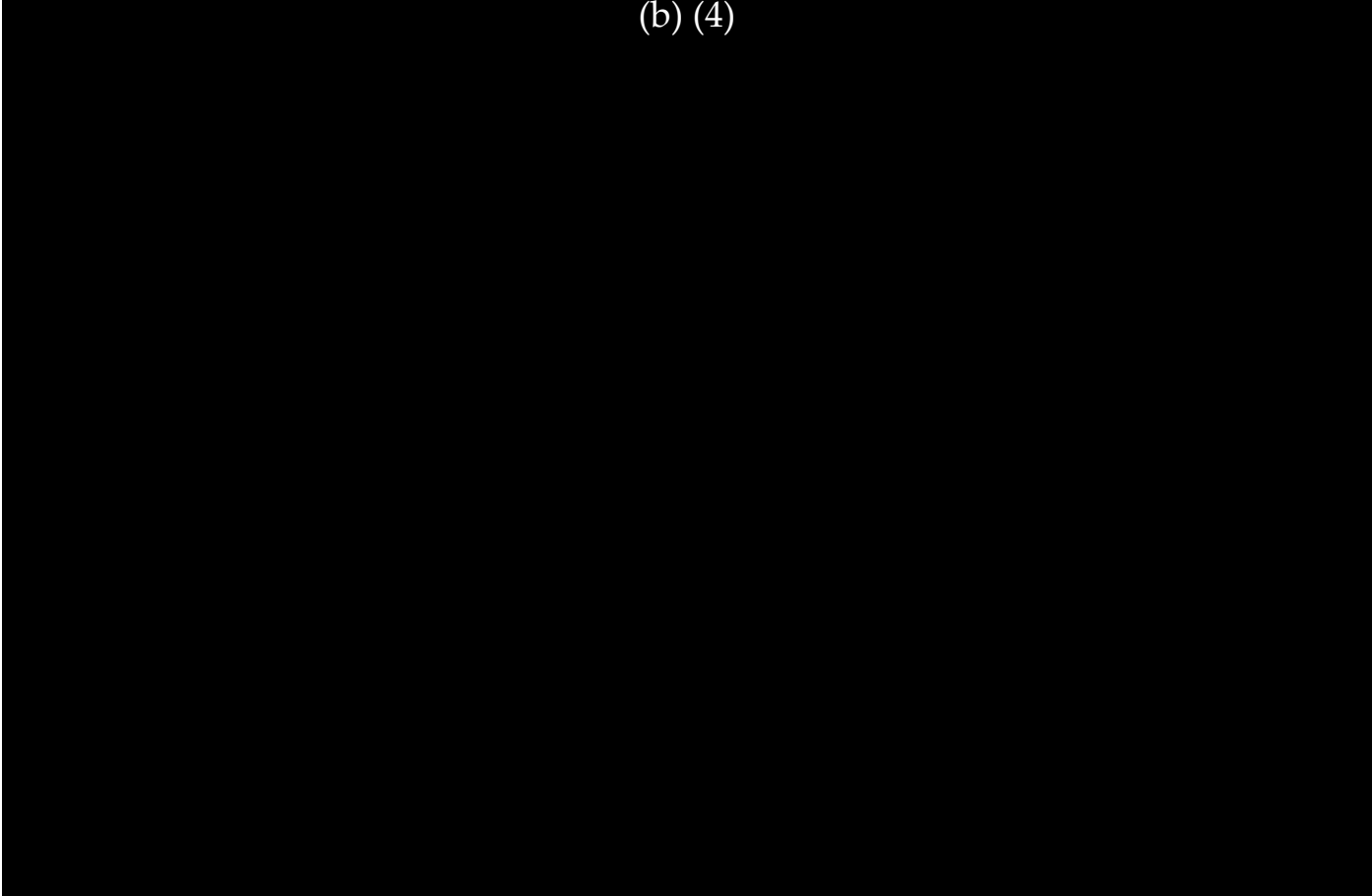


3.1 Reactive Services

(b) (4)

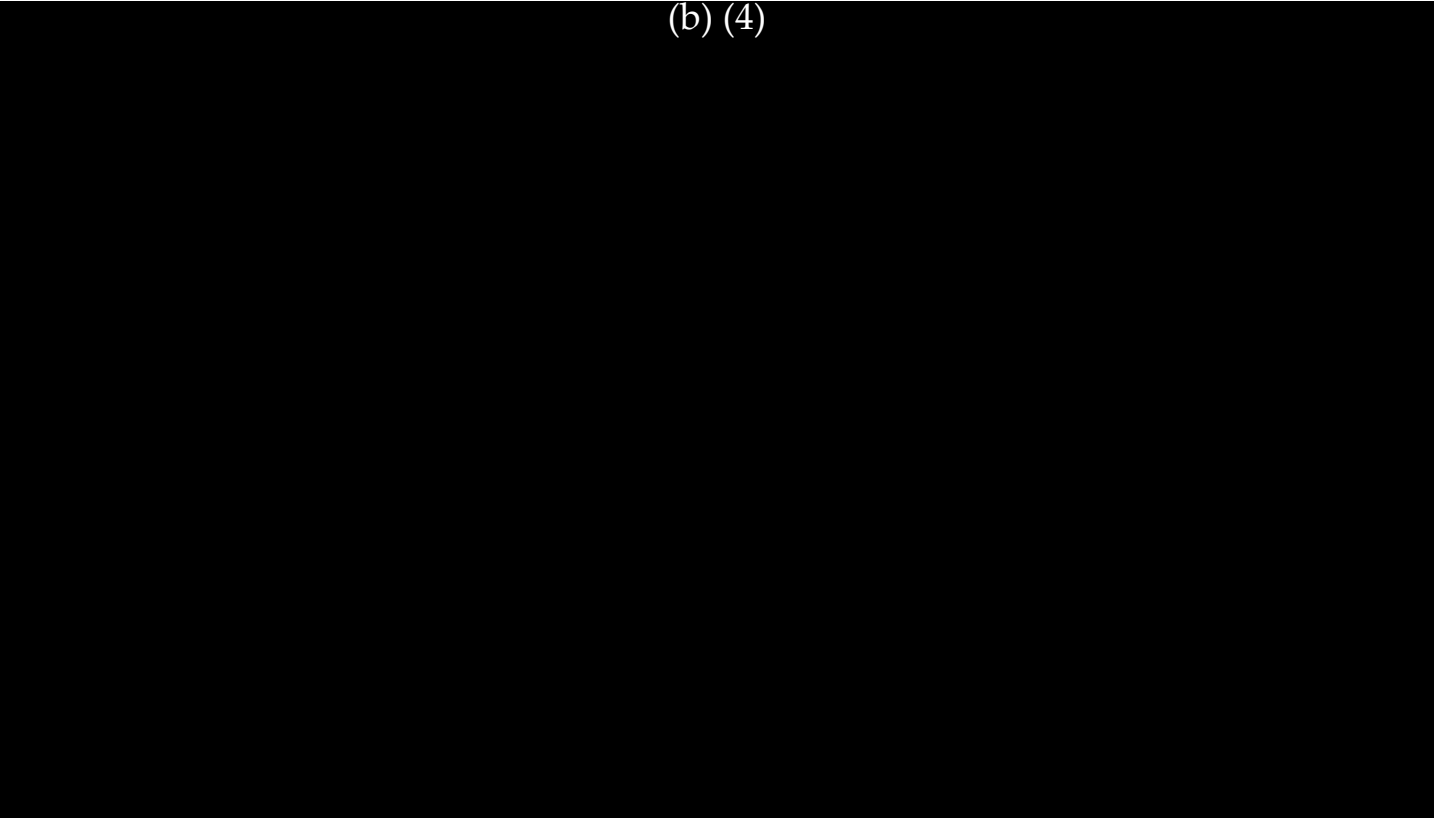


(b) (4)



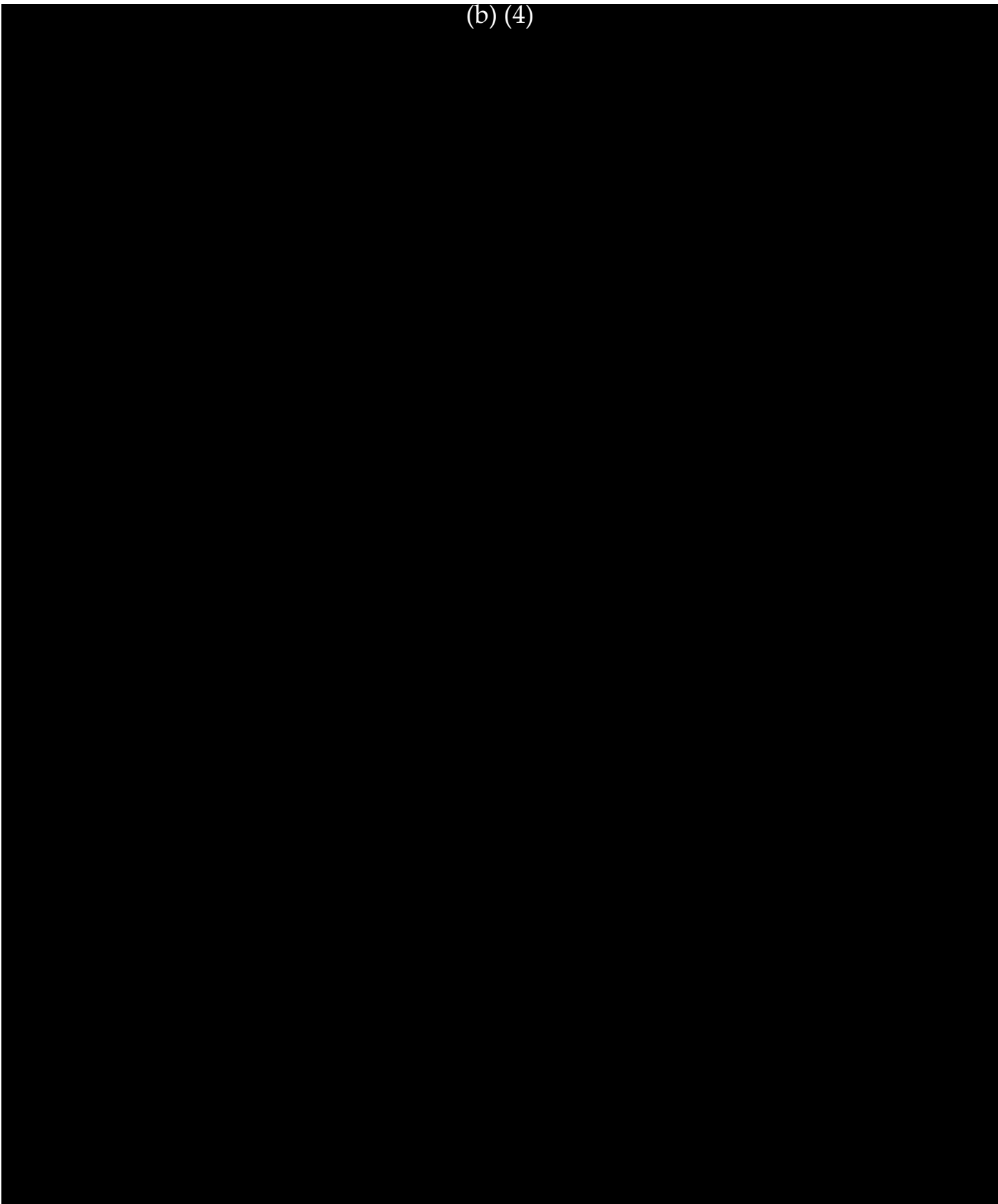
3.2 Advisory Services

(b) (4)

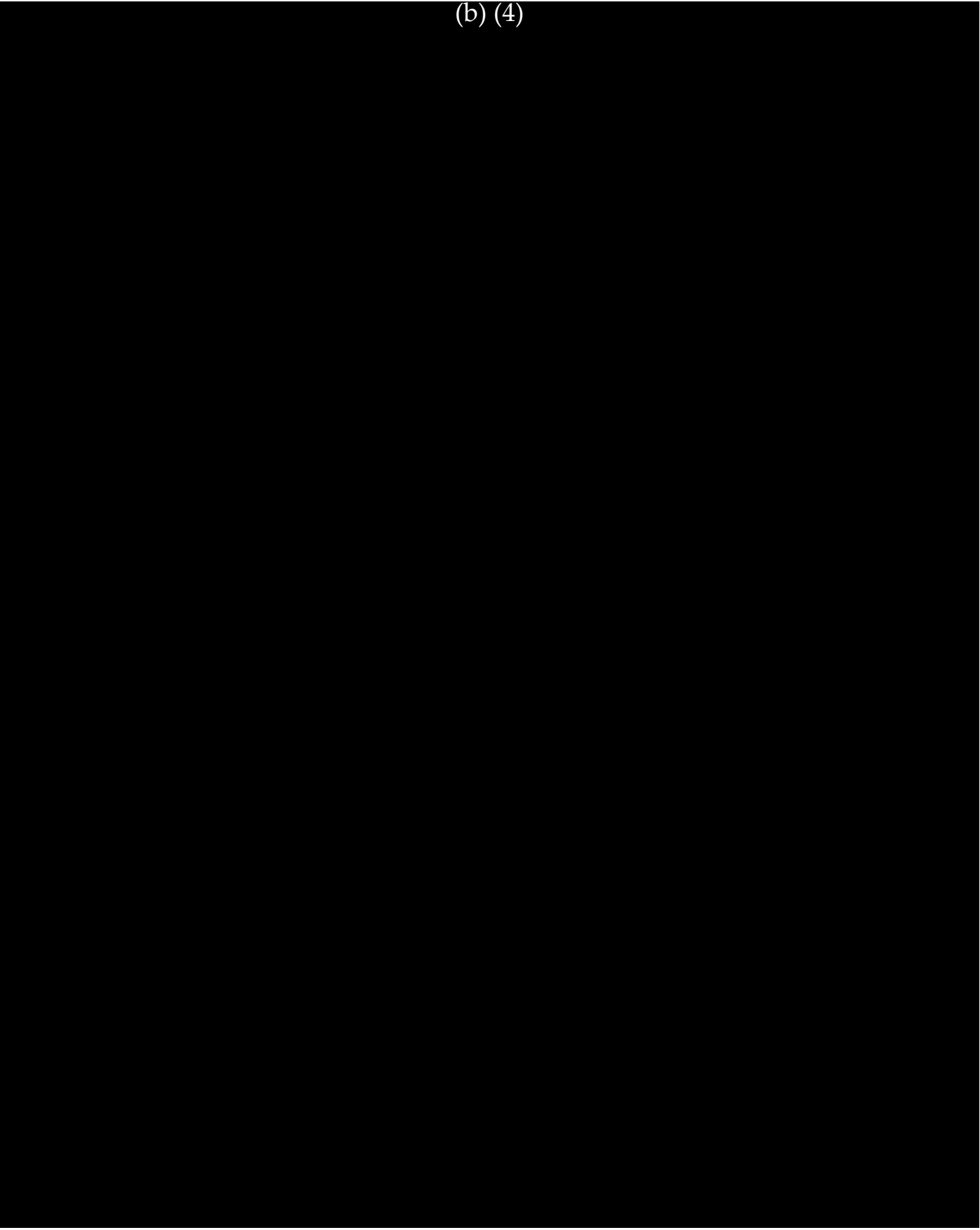


3.3 Operational Services

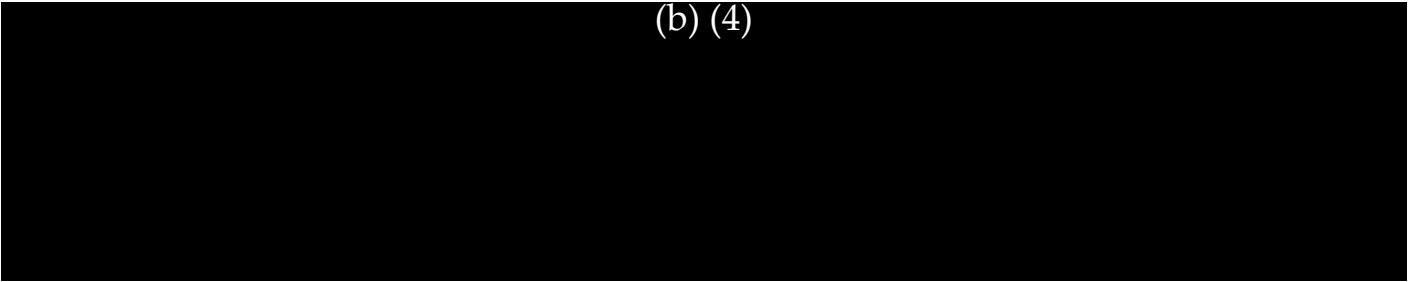
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(b) (4)

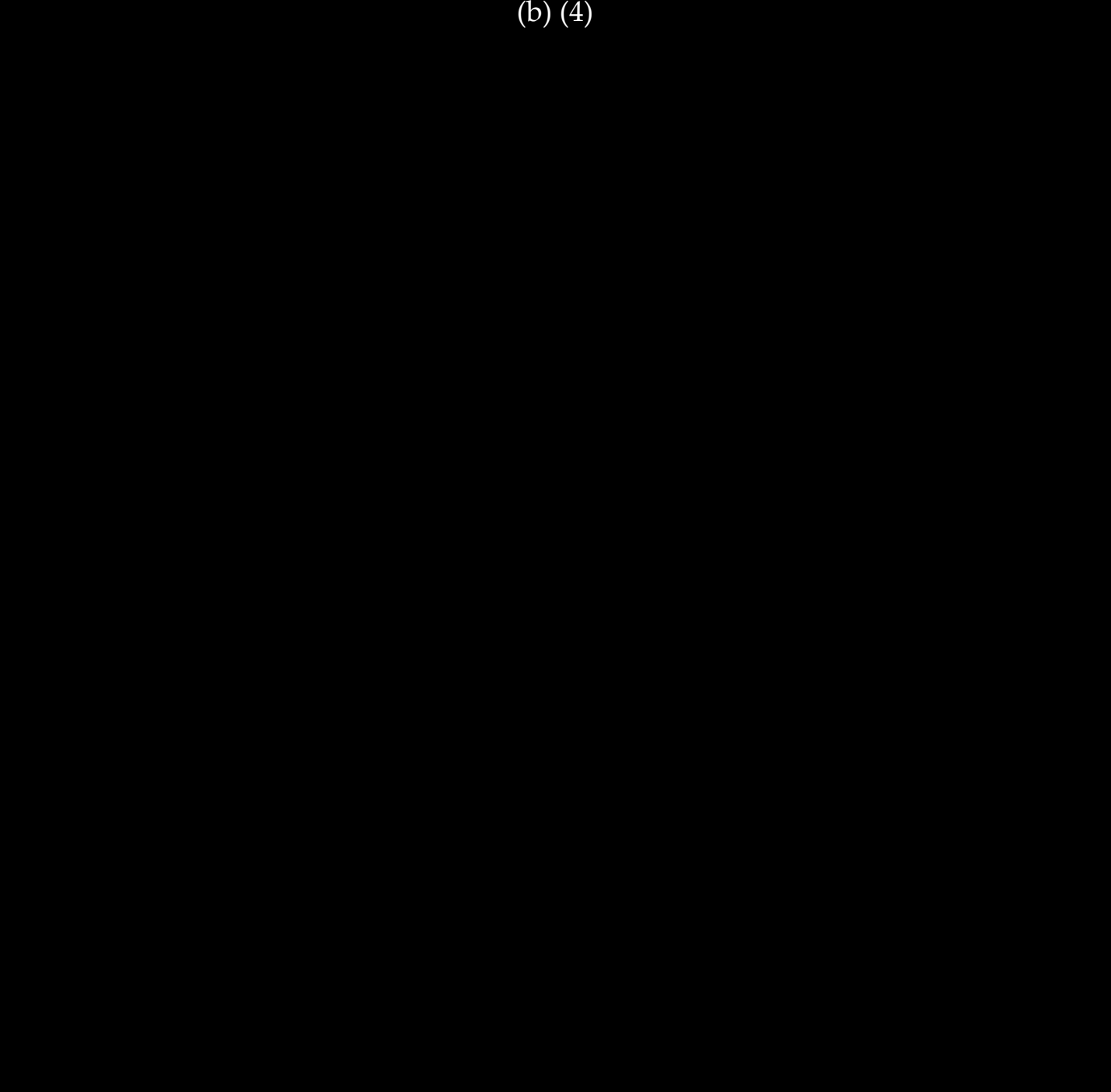


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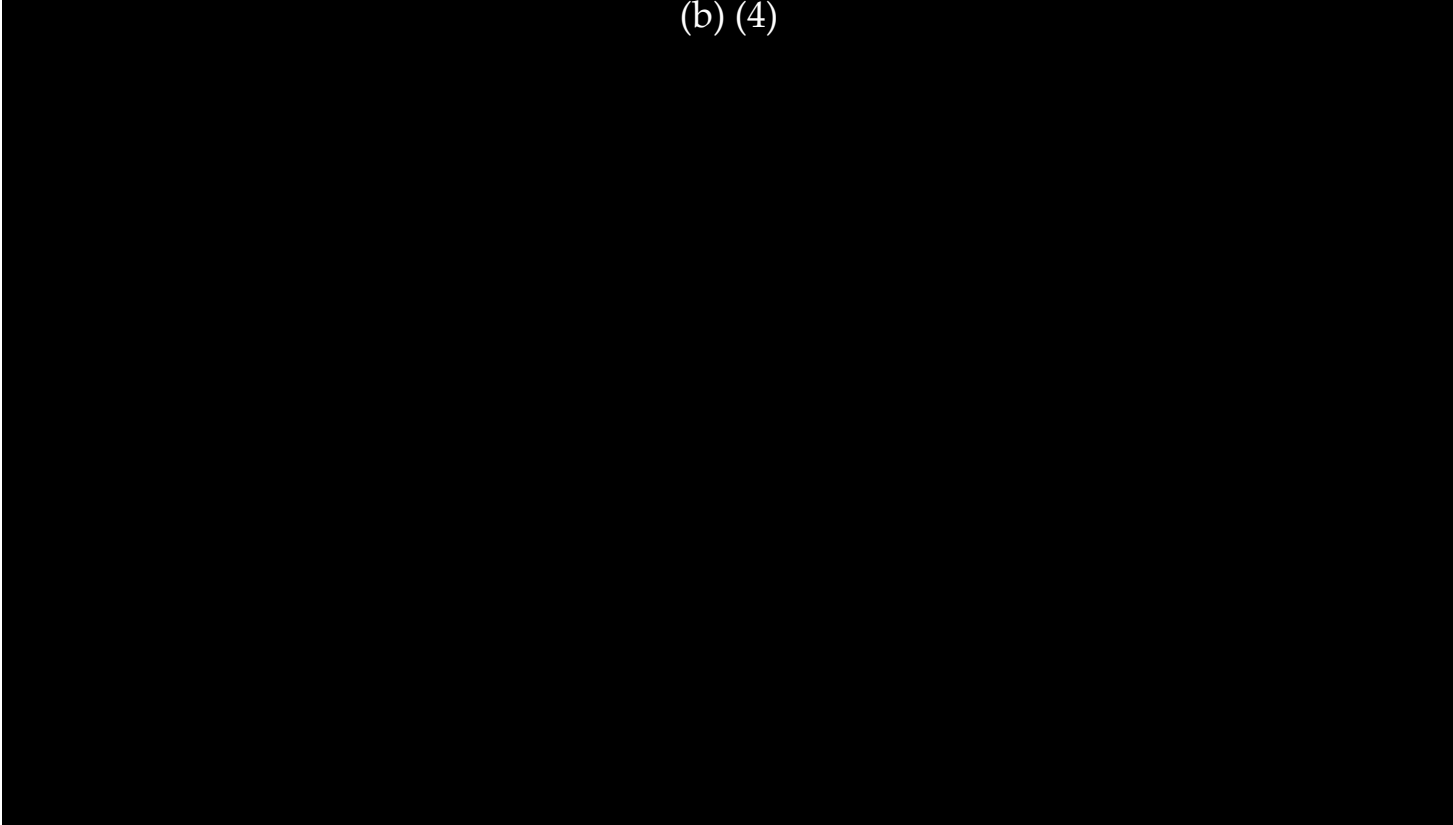
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3.4 PPM Enhancement Services

(b) (4)


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(b) (4)



3.5 Technical Account Management

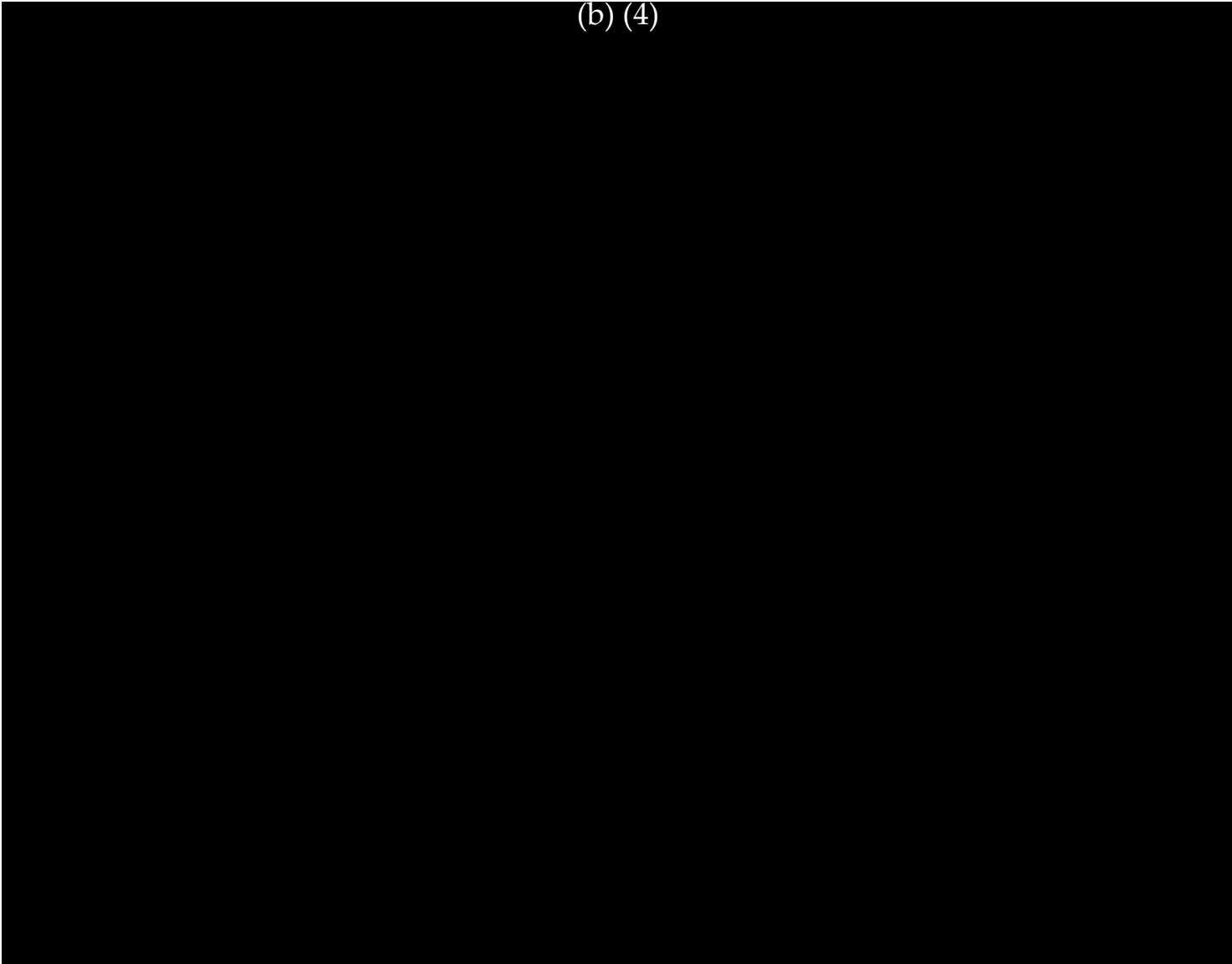
(b) (4)



4 Service Level Objectives (SLOs)

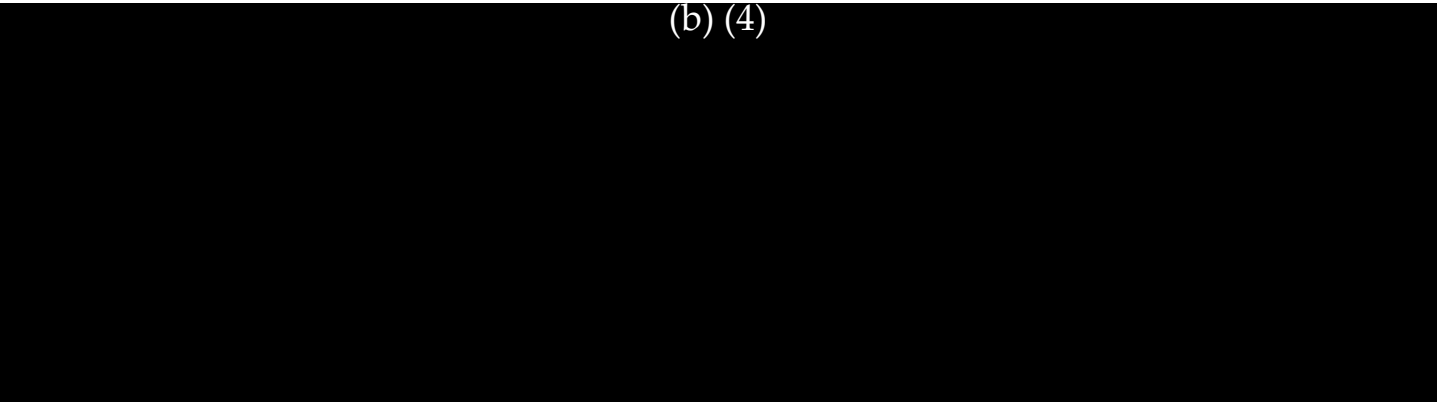
4.1 Case Volume

(b) (4)



4.2 Service Level Agreements

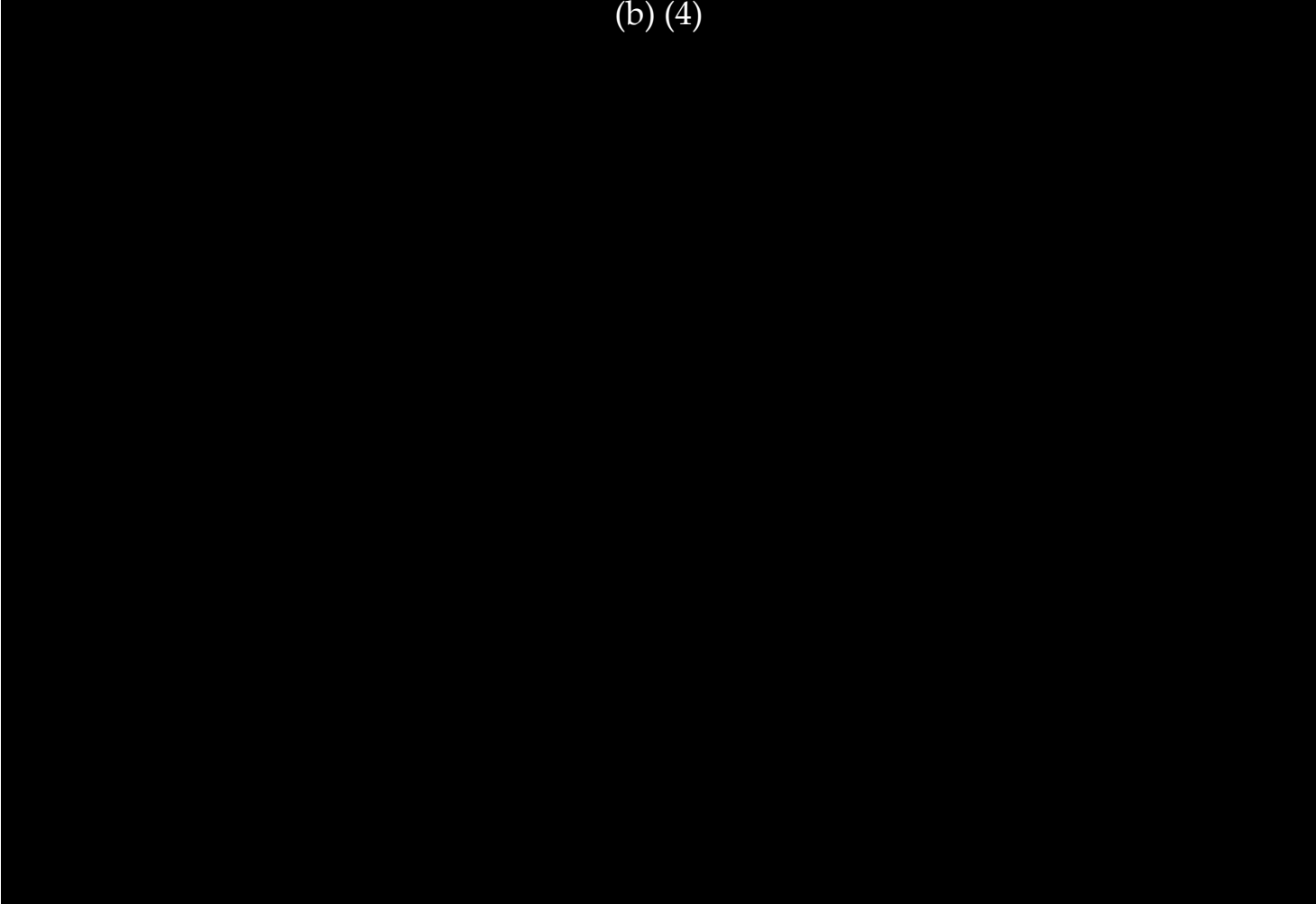
(b) (4)



(b) (4)

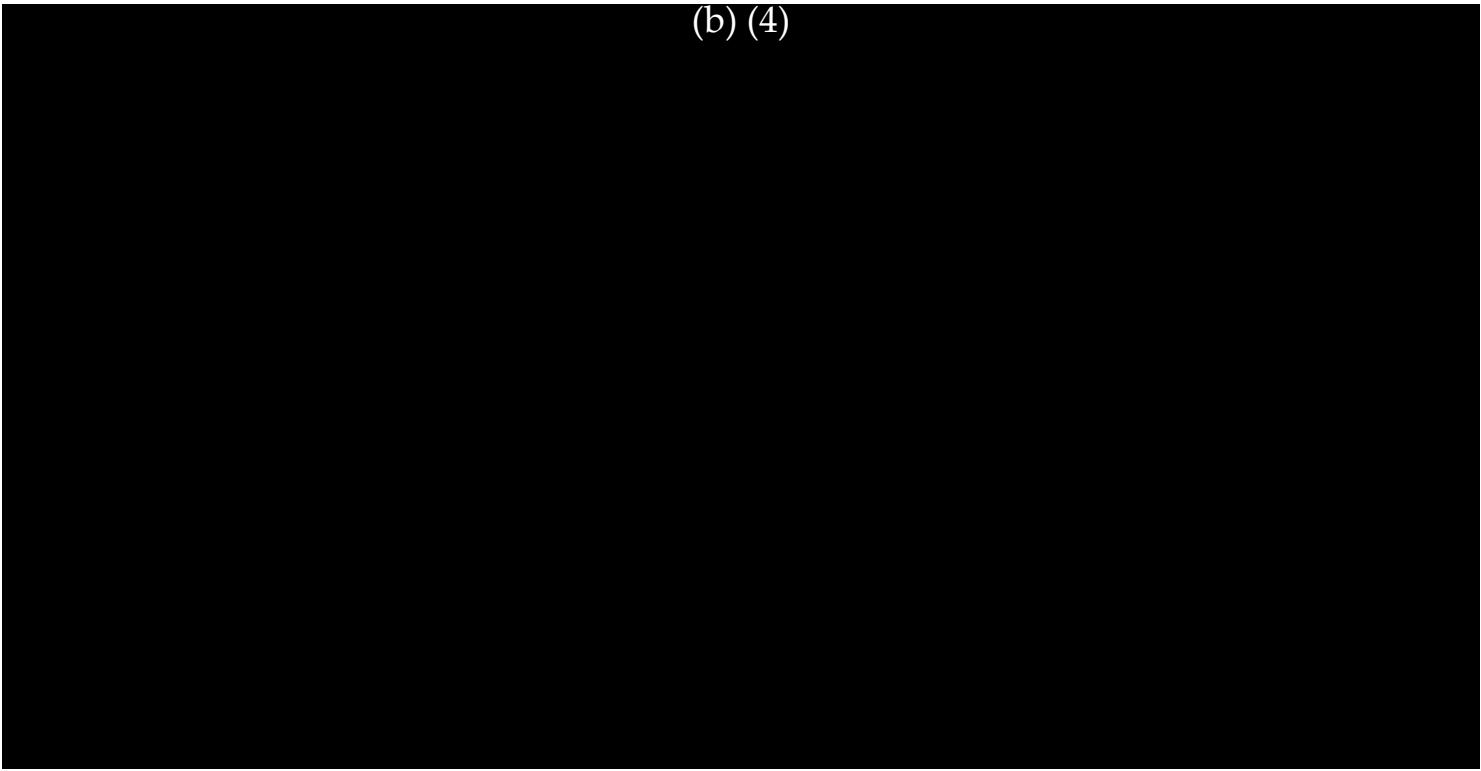
4.2.1 Response Time Goals

(b) (4)



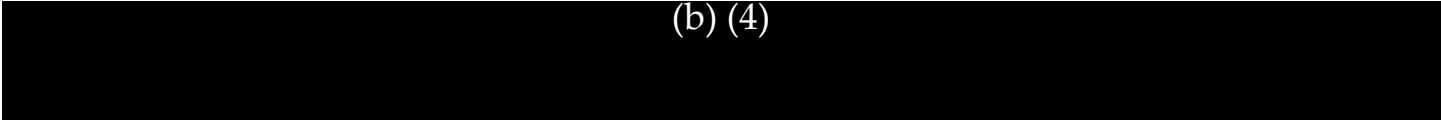
4.2.2 Restoration Time Goals

(b) (4)



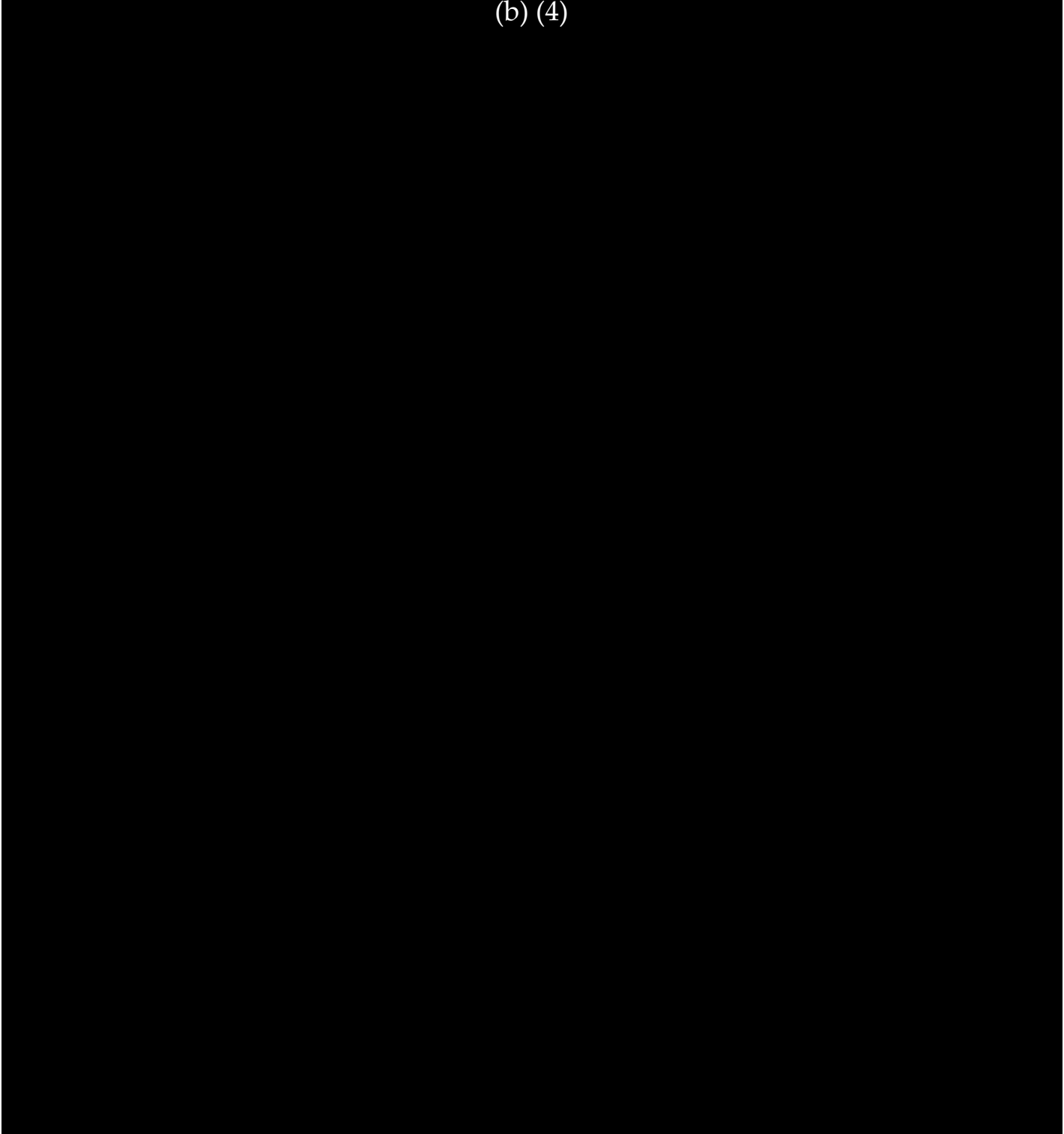
5.0 Responsibilities

(b) (4)

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5.1 Customer Responsibilities

(b) (4)

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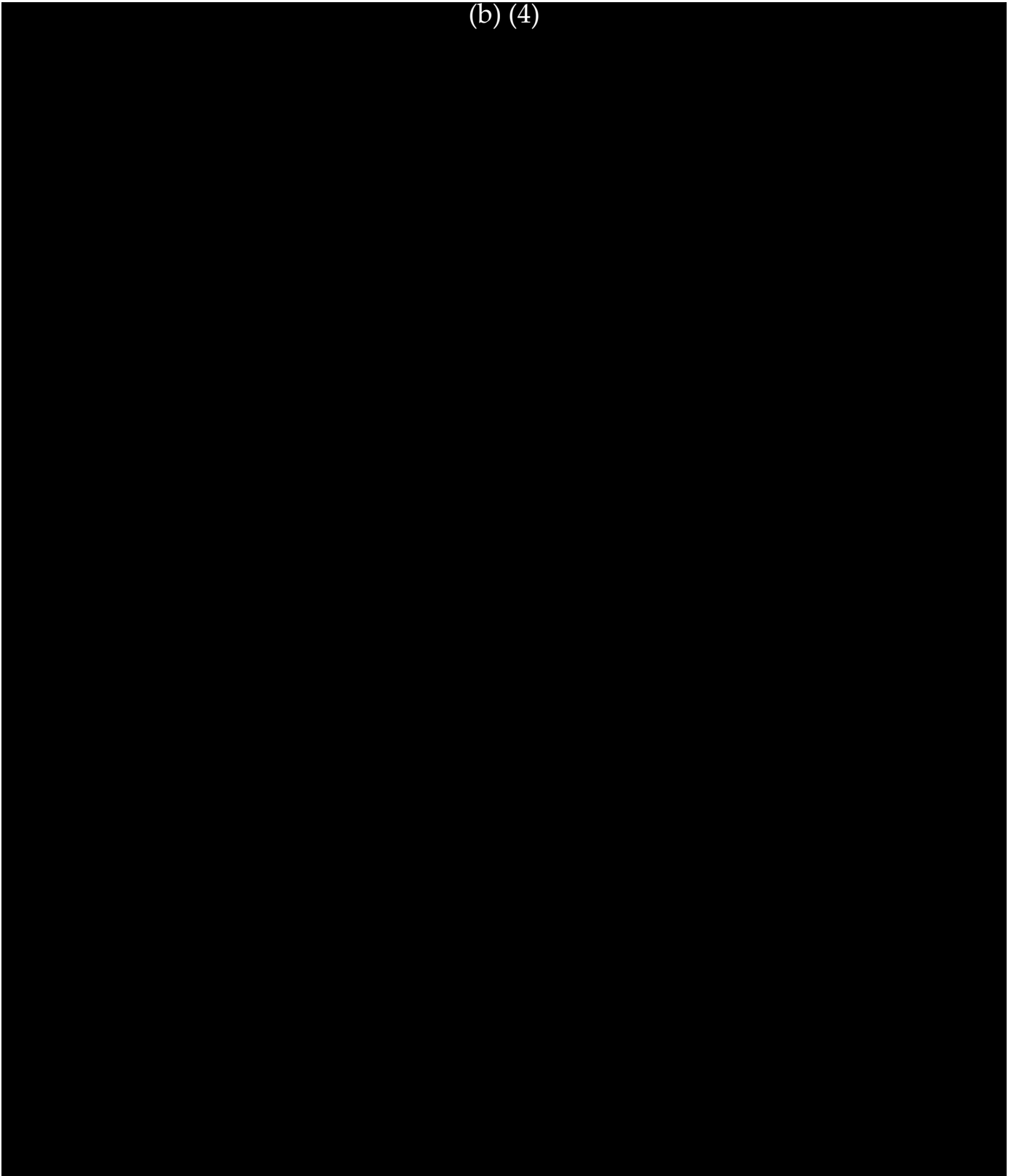
(b) (4)

5.2 MFGS Responsibilities

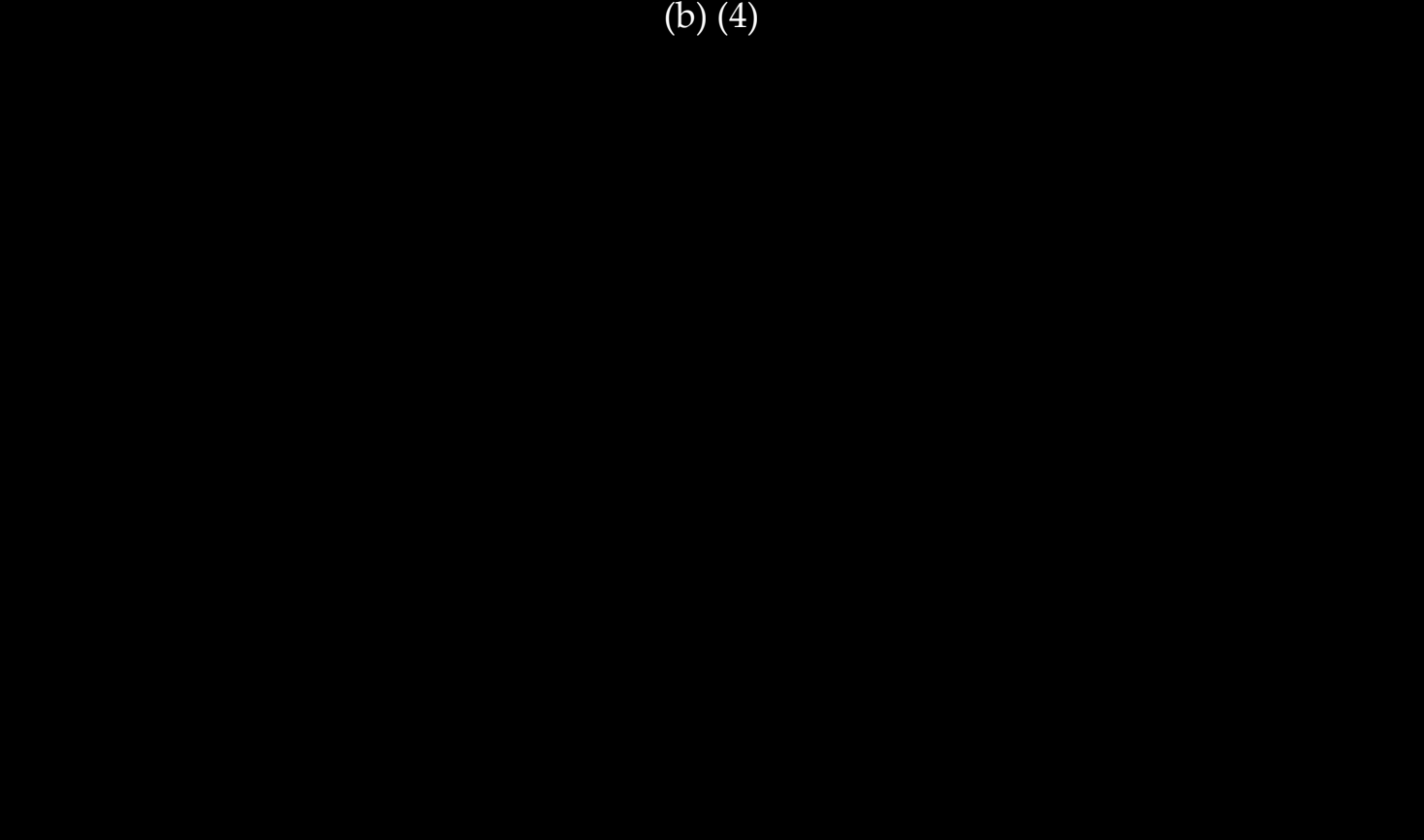
(b) (4)

6.0 Assumptions, Dependencies, Limitations, and Exclusions

(b) (4)

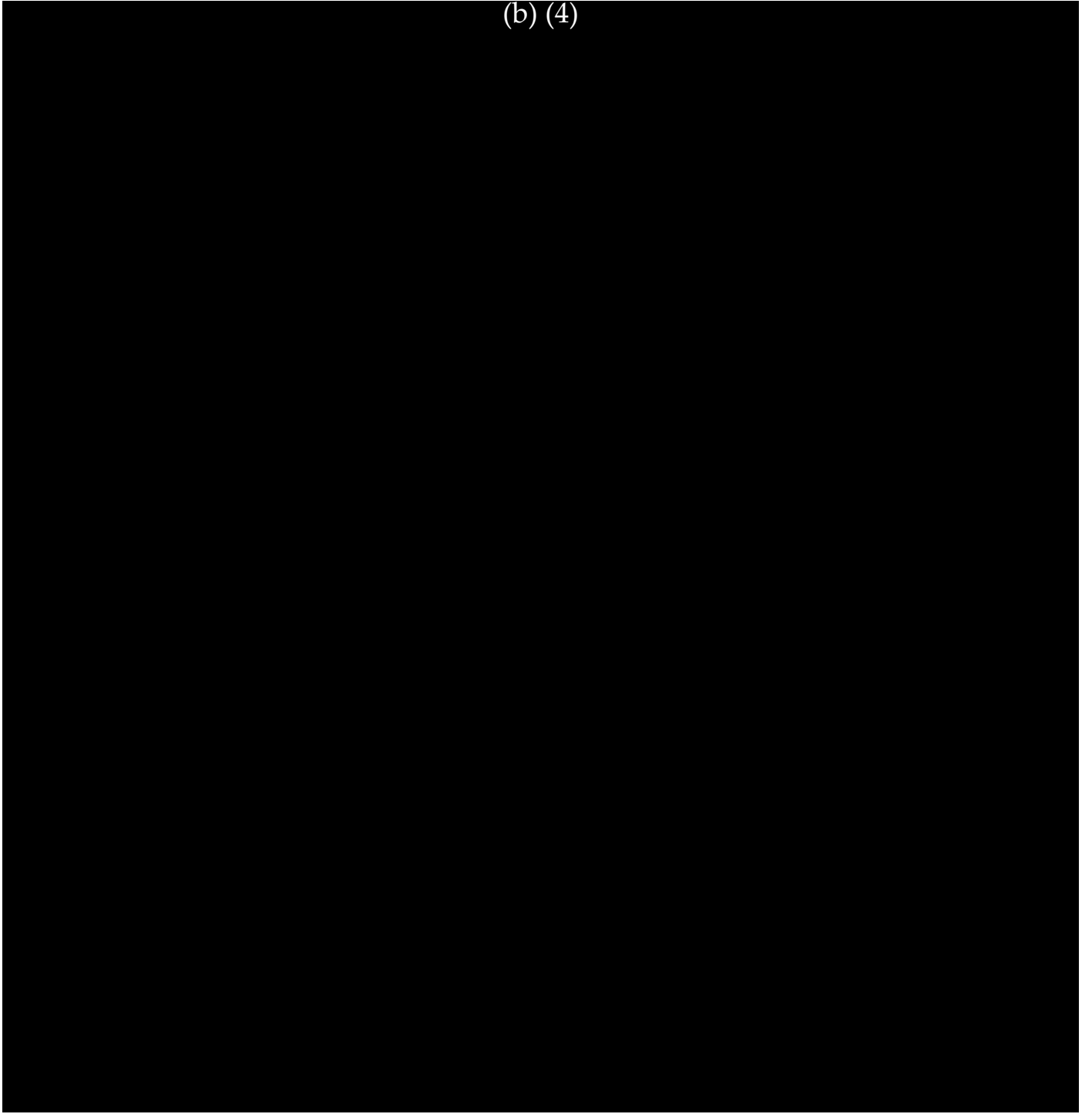


(b) (4)



7.0 Other Considerations

(b) (4)



8.0 Pricing, Order and Payment Information

8.1 Pricing and Invoicing Schedule

(b) (4)

Year 1: \$985,416.72

Option
Year 1

(b) (4)

Total Fixed Price

Year 2: \$1,014,979.20

Option
Year 2

(b) (4)

Total Fixed Price

Year 3: \$1,045,428.60

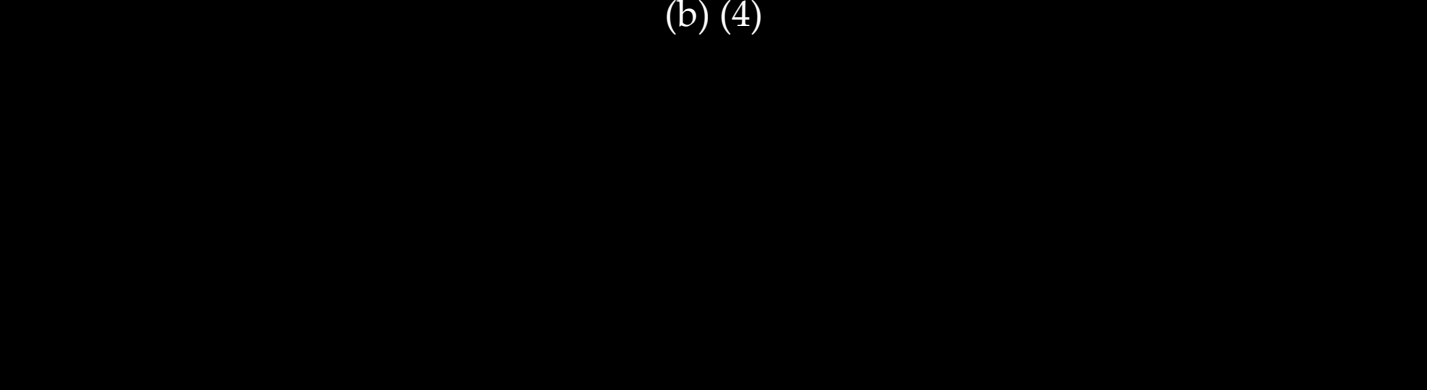
(b) (4)

(b) (4)

ORDERING INFORMATION	Consulting Engagement ID:
<u>Customer Site:</u> 905 NE 11 th Avenue Portland, OR 97232	<u>Invoice to:</u> Per Customer Issued PO

9.0 Cancellation and Rescheduling

(b) (4)



10.0 Authorization

(b) (4)

Effective Date: Date of last signature below

Bonneville Power Administration

Carahsoft

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

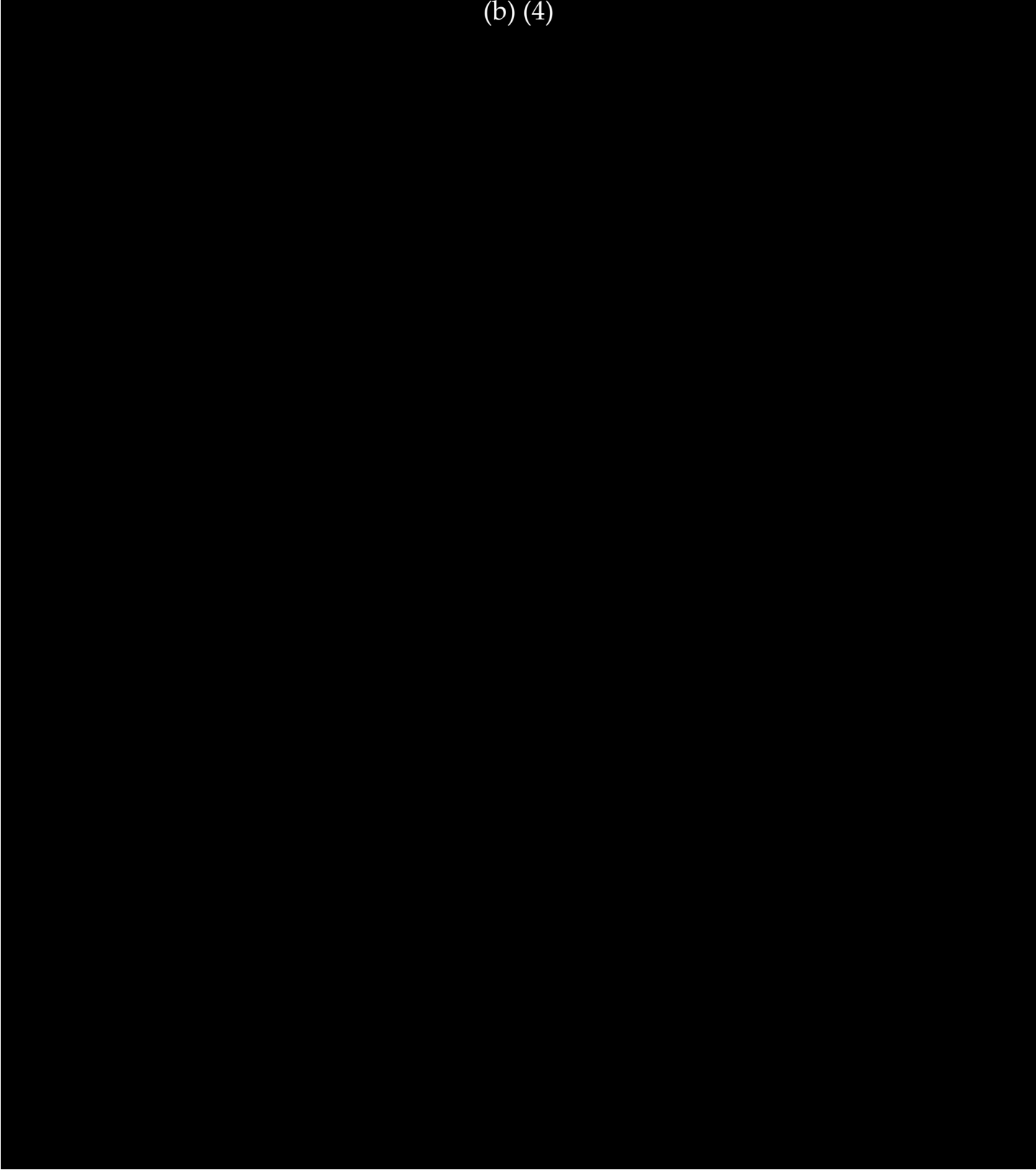
Date

Date

APPENDIX A

MICRO FOCUS GOVERNMENT SOLUTIONS, LLC CUSTOMER PASS THROUGH TERMS

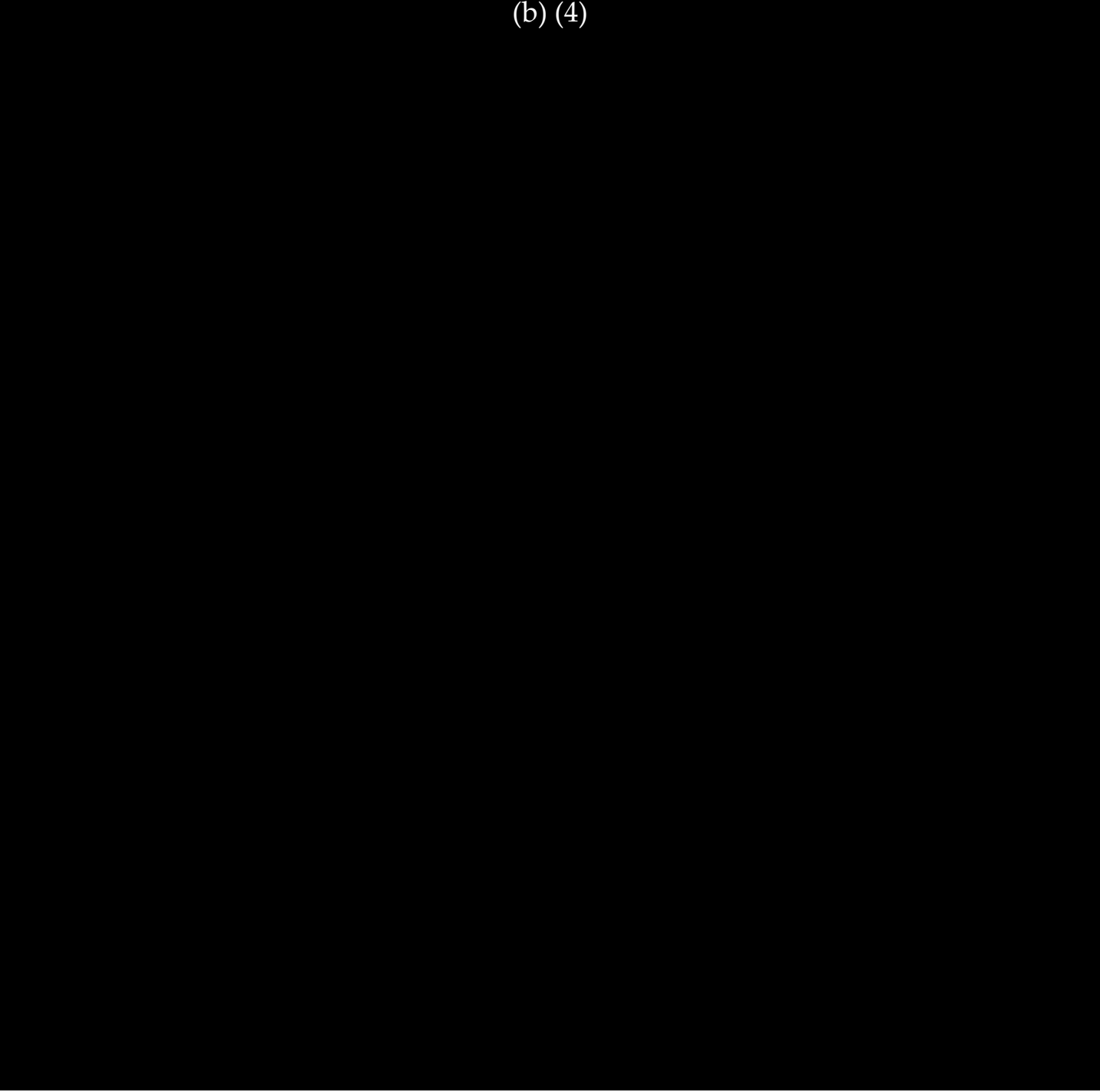
(b) (4)



(b) (4)

(b) (4)

(b) (4)



ATTACHMENT F2

CONTRACT CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following link.

Bonneville Purchasing Instructions provisions and clauses:

<https://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>

- 28-1.1 Contract-Basic Terms (FEB 2020) (28.3.4(a))
- 28-3 Invoice (OCT 2014) (28.3.4(h))
- 28-4.1 Payment – Firm-Fixed-Price (FEB 2020) (28.3.4(i))
- 28-5.1 Inspection/Acceptance – Firm-Fixed-Price (MAR 2018) (28.3.4(k))
- 28-6 Changes (JUL 2013) (28.3.4(m))
- 28-7 Stop Work Order (MAR 2018) (28.3.4(n))
- 28-8 Force Majeure/Excusable Delay (JUL 2013) (28.3.4(o))
- 28-9.1 Termination for Cause – Firm-Fixed-Price (MAR 2018) (28.3.4(p))
- 28-10.1 Termination for Convenience – Firm-Fixed-Price (MAR 2018) (28.3.4(r))
- 28-11 Warranty (JUL 2013) (28.3.4(t))
- 28-12 Limitation of Liability (JUL 2013) (28.3.4(u))
- 28-13 Disputes (JUL 2013) (28.3.4(v))
- 28-14 Indemnification (MAR 2018) (28.3.4(w))
- 28-16 Title (MAR 2018) (28.3.4(z))
- 28-17 Taxes (JUL 2013) (28.3.4(aa))
- 28-18 Assignment (MAR 2018) (28.3.4(bb))
- 28-19 Other Compliances (JUL 2013) (28.3.4(cc))
- 28-20.2 Requirements Unique to Government Contracts – Services (FEB 2020) (28.3.4(dd))
- 28-21 Order of Precedence (FEB 2020) (28.3.4(ee))
- 28-22 Applicable Law (JUL 2013) (28.3.4(ff))
- 28-23 Internet Protocol Version (MAR 2018) (28.3.4(gg))
- 3-9 Restriction on Commercial Advertising (FEB 2020) (3.5.2)
- 4-2 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (FEB 2020) (4.10.3)
- 4-4 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (FEB 2020) (4.11.5(b))
- 5-2 Privacy Protection (MAR 2018) (5.1.4(b))
- 5-3 Privacy Act (MAR 2018) (5.1.4(c))
- 7-40 Option to Extend the Term of the Contract (FEB 2020) (7.9.8(f))
- 14-2 Contract Administration Representatives (MAR 2018) (14.1.5(b))
- 14-18 Bankruptcy (OCT 2005) (14.19.3)
- 15-16 Access to Bonneville Facilities and Computer Systems (MAR 2018) (15.8.3)
- 15-17 Information Assurance (MAR 2018) (15.9.4)
- 15-18 Homeland Security (MAR 2018) (15.10.3)
- 17-10 Commercial Software Contractor License (MAR 2018) (17.2.1.2(b))



ATTACHMENT #4 CYBER SECURITY REQUIREMENTS

BPA Contract 88809 Carahsoft SMS RENEWAL -2021/2022

BPA can provide license usage information to the vendor, but BPA will not accept an audit requirement nor will BPA install audit software.

Additionally, in accordance with Information Assurance (15-17), the data that will be provided to the vendor or the vendor is collecting on BPA's behalf, has a rating of moderate under the FIPS 199 Standards for Security Categorization of Federal Information and Information Systems. A moderate designation requires the vendor to provide protection of BPA data using the security controls as outlined in NIST 800-53rev4 or the ISO27001:2005/2013 security controls. This protection must be verified through an independent 3rd party audit against NIST 800-53rev4 or the ISO27001:2005/2013 security controls. The 3rd party audit must be completed yearly. The federal government program Federal Risk and Authorization Management Program (FedRAMP) provides a list of auditing organizations that have been certified to conduct these audits. The vendor is not required to use an auditor off the FedRAMP list. The list is mentioned as information only. The vendor will provide BPA with a date that they expect to have the audit performed and when BPA will receive the final report of the results of the audit. This report is considered a deliverable in the contract. BPA will reserve the right to negotiate the timelines in the interest of protecting sensitive information.

Please note BPA Contract 88809 on all invoices and send them via email to the following:
BuyIT@bpa.gov

CS: Ameliaja Brown, 503-230-3821
COR: Heather Johnston, 503-230-3586



Department of Energy

Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

September 2, 2021

Megan Wyman
1860 Michael Faraday Drive
Suite 100
Reston, VA 20190

Dear Ms. Bullock

This letter constitutes an authorization for Carahsoft (authorized reseller of MicroFocus) to provide Solution Management Services (SMS), per the attached Statement of Work in accordance with the following:

- (a) A maximum of \$84,581.60 of costs may be incurred starting September 1, 2021 through September 30, 2021.
- (b) Expenditures above that amount are not authorized, and are at your risk.
- (c) Services are authorized to continue through September 30, 2021.
- (d) This authorization is subject to the contract payment terms 28-4.1 in the Bonneville Purchasing Instructions.
- (e) When the contract for this project is definitized, it will be a Fixed Price order.
- (f) In the event of contract termination, calculation of payments due under this authorization will be accomplished under the provisions of Clauses Termination For Cause-Firm Fixed Price (28-9.1) and/or Termination For BPA's Convenience-Firm Fixed Price (28-10.1) as identified in the Bonneville Purchasing Instructions.
- (g) No payments will be made before an executed contract has been signed by both parties.
- (h) The Contracting Officer's Representative is Heather Johnston.

(j) A definitized contract is expected to be executed before September 30, 2021.

Sincerely,

(b) (6)

Ameliaja Brown
IT Contracting Officer

cc: Heather Johnston (BPA, COR)
cc: Lee Javadi (Micro Focus)

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
SOLICITATION/CONTRACT/ORDER FOR SERVICES AND/OR ITEMS**

PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB), US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

SOLICITATION/CONTRACT/ORDER NUMBER

1. Requisition Number <i>(used only in COOP event)</i> :	2. Contract/Order Number: BPA- 23 - C - 93140 Mng Services MFGS Prod	3. Effective Date: 08/31/2023
4. FSS Contract/Award Number:	5. Solicitation Number: BPA- ... - ... -	6. Date Solicitation Issued:

CONTACT INFORMATION

FOR INFORMATION CONTACT:	7. Name of Contract Specialist: Peggy Oliver-McVay	8. Phone and Email: 360-619-6941; psolivermccvay@bpa.gov	9. Offer Due Date/Pacific Time:
	10. Issued By: Bonneville Power Administration 4400 NE 77th Ave, Vancouver, WA 98662	11. Freight Terms: N/A 12. Payment Terms: Net 30 days	
13. Email Invoices To: hdjohnston@bpa.gov & BuyIT@bpa.giv		14. Contract Type: <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Non-Commercial	
15. Pre-Proposal Site Tour None or Conference Info:			

16. Offeror/Contractor Name and Address: Carahsoft Technology Corporation MicroFocus Government Solutions 11493 Sunset Hills Rd. Ste. 100 Reston VA. 20190	17. Offeror/Contractor Point of Contact Name, Phone and Email: Aowab Alwazir Email: Aowab.Alwazir@carahsoft.com Phone:703-921-4165
--	--

SOLICITATION/CONTRACT/ORDER DETAILS *(Attach continuation pages as necessary to list all items.)*

18. Item Number	19. Description	20. Quantity	21. Unit	22. Unit Price	23. Amount
	See Section B		...		
			...		
			...		
			...		

24. Accounting and Appropriation Data <i>(used only in COOP event)</i> :	25. Total Award Amount \$ 1,045,428.60
--	---

26. Contractor is <input checked="" type="checkbox"/> is not <input type="checkbox"/> required to sign this document and return this form via email to the Contracting Officer. Contractor agrees to furnish and deliver all items set forth or otherwise identified above and on any additional sheets subject to the terms and conditions specified herein.	27. Offer Dated: Your offer on this solicitation, specified in items: 18-23, including any additions or changes set forth herein, is accepted.
---	---

28a. Name and Title of Signer: Elaine Shadid, Service Contract Specialist	29a. Name of Contracting Officer:
--	-----------------------------------

28b. Signature of Contractor By: <u>Elaine Shadid</u> <i>(Signature of person authorized to sign.)</i>	28c. Date Signed: 08/30/2023	29b. Signature of Contracting Officer: By: _____ <i>(Signature of Contracting Officer.)</i>	29c. Date Signed:
--	---------------------------------	---	-------------------

Bonneville Power Contract No. 93140**MicroFocus Managed Services to Support MFGS products**

BPA Contracting Officer	Peggy Oliver-McVay	(360) 619-6941	psolivermcvay@bpa.gov
BPA Contracting Officer's Technical Representative	Heather Johnston		hdjohnston@bpa.gov and buyit@bpa.gov
Install – Registration Code Instructions			ITSoftwareMgmt@bpa.gov

Summary

This is a Firm Fixed Price Contract and is hereby executed according to the following agreement between Bonneville Power Administration (BPA) and Carahsoft –Microfocus Government Solutions and in accordance with the Bonneville Terms and Conditions, Statement of Work, and Schedule of Prices.

1. This contract is hereby issued as follows and contains:
 - Signature Page
 - Continuation Page
 - Section B-F
 - F.1 Statement of Work
 - F.2 Bonneville Terms and Conditions
 - F.4.1 Micro Focus Professional Services Agreement
2. The contractor shall provide the services in the firm fixed price line items as set forth in in the Schedule of Items/Pricing.
3. This is a Firm Fixed Price Contract with a base year Period of Performance and four pre-priced optional one year periods. The base year performance period is from 09/01/2023 to 08/31/2024.
4. Funding is hereby authorized for the base year in the total firm fixed price of \$1,045,428.60.
5. Cyber Security: Information Assurance

Information Protection and Information Disposal: See Part C.1 & C.2 in the Statement of Work for full requirement.

 - FISMA Category is Moderate

The data that will be provided to the vendor, or the vendor is collecting on Bonneville's behalf, has a rating of moderate under the FIPS 199 Standards for Security Categorization of Federal Information and Information Systems.
6. Please submit all invoices in accordance to Clause (28-3); with the contract number clearly visible to the Contracting Officer's Representative (COR) at the email address provided above and a copy to: buyIT@bpa.gov.
7. Please submit contract items directly to the Contracting Officer at the email address provided above.

B. SCHEDULE OF ITEMS/PRICES

Line Item No.	Description	Quantity	Unit	Unit Price	Amount	
0001	Services Non Personal: IT Services- O&M IMG (scm) Amortized Service. Part No. PS-AA480. Firm Fixed Price.	(b) (4)				
0002	Services Non Personal: IT Services Steady State Operations and Maintenance- PPM. Part No. PS-AA466	(b) (4)				
	Base Year 09/01/2023 to 08/31/2024	Total Base year			\$1,045,428.60	
1001	Services Non Personal: IT Services- O&M IMG (scm) Amortized Service. Part No. PS-AA480. Firm Fixed Price.	(b) (4)				
1002	Services Non Personal: IT Services Steady State Operations and Maintenance- PPM. Part No. PS-AA466	(b) (4)				
	Option Year 1- POP 09/01/2024 to 08/31/2025	Total Opt. Yr. 1			\$1,076,845.44	
2001	Services Non Personal: IT Services- O&M IMG (scm) Amortized Service. Part No. PS-AA480. Firm Fixed Price.	(b) (4)				
2002	Services Non Personal: IT Services Steady State Operations and Maintenance- PPM. Part No. PS-AA466	(b) (4)				
	Option Year 2- POP 09/01/2025 to 08/31/2026	Total Opt. Yr. 2			\$1,109,095.08	
3001	Services Non Personal: IT Services- O&M IMG (scm) Amortized Service. Part No. PS-AA480. Firm Fixed Price.	(b) (4)				
3002	Services Non Personal: IT Services Steady State Operations and Maintenance- PPM. Part No. PS-AA466	(b) (4)				
	Option Year 3- POP 09/01/2026 to 08/31/2027	Total Opt. Yr. 3			\$1,142,368.20	
4001	Services Non Personal: IT Services- O&M IMG (scm) Amortized Service. Part No. PS-AA480. Firm Fixed Price.	(b) (4)				
4002	Services Non Personal: IT Services Steady State Operations and Maintenance- PPM. Part No. PS-AA466	(b) (4)				
	Option Year 4- POP 09/01/2027 to 08/31/2028	Total Opt. Yr.4			\$1,176,639.12	
TOTAL - Base Items					\$1,045,428.60	
TOTAL - All Items					\$5,550,376.44	

C. SUBMISSION OF INVOICES & CONTACT INFORMATION

1. Invoices should be sent electronically to:

hdjohnston@@bpa.gov and a copy to BuyIT@bpa.gov

2. Payment Terms:

Net 30 days

3. Bonneville Contact Information:

Bonneville Office:
Attention:
Contact Email:

Bonneville Power Administration- NSSF
Peggy Oliver-McVay
psolivermcvay@bpa.gov

4. Contractor Contact Information:

Company Name:
Attention:
Contact Email:

Carahsoft Technology Corporation
Aowab Aalwazir
aowab.alwazir@carahsoft.com

D. DELIVERY INFORMATION

Line Item No.	Period of Performance/ Delivery Date	Quantity	Unit	Delivery Terms	Ship To Address or Place of Performance
0001-0002	09/01/2023 to 8/31/2024	12.00	Month	Block 11	905 NE 11th Ave Portland, OR 97232
1001-1002	09/01/2024 to 8/31/2025	12.00	Month	Block 11	905 NE 11th Ave Portland, OR 97232
2001-2002	09/01/2025 to 8/31/2026	12.00	Month	Block 11	905 NE 11th Ave Portland, OR 97232
3001-3002	09/01/2026 to 8/31/2027	12.00	Month	Block 11	905 NE 11th Ave Portland, OR 97232
4001-4002	09/01/2027 to 8/31/2028	12.00	Month	Block 11	905 NE 11th Ave Portland, OR 97232

Special Delivery Instructions:

E. INSPECTION AND ACCEPTANCE TERMS

All line item(s) in Section B will be inspected and accepted by the COR at the address specified in Section C unless otherwise stated in the table below.

Line Item No.	Inspection At/Inspection By		Acceptance At/Acceptance By		Additional Info
ALL	Government	Government	Government	Government	

F. ATTACHMENTS

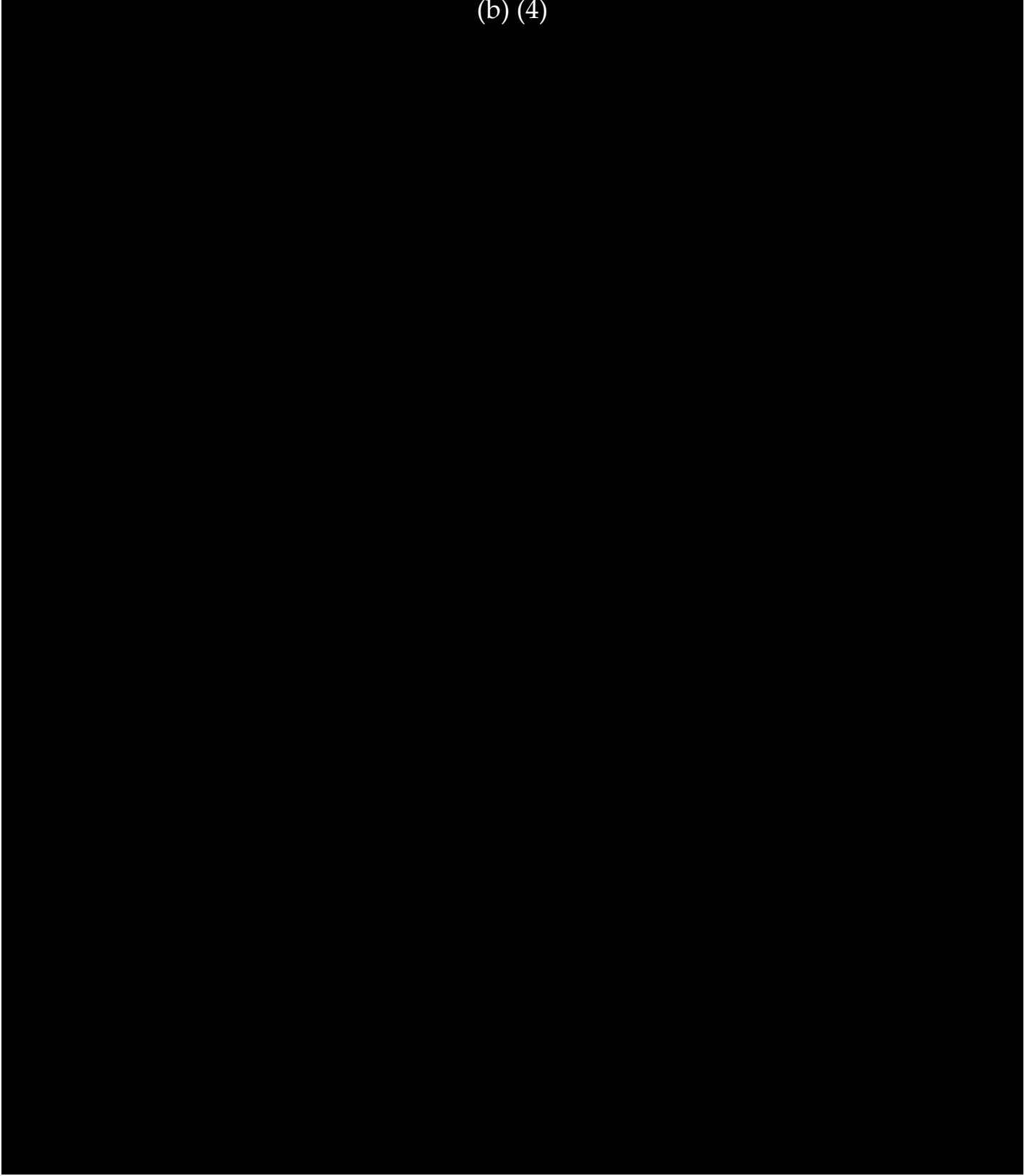
	Description
F1	Statement of Work -Dated 08/29/2023
F2	Contract Clauses: See F2 Attached
F3	Wage Determination -N/A
F4	Additional Attachments: Micro Focus Professional Services Agreement
F5	Solicitation Provisions: N/A

F. 1 Statement of Work

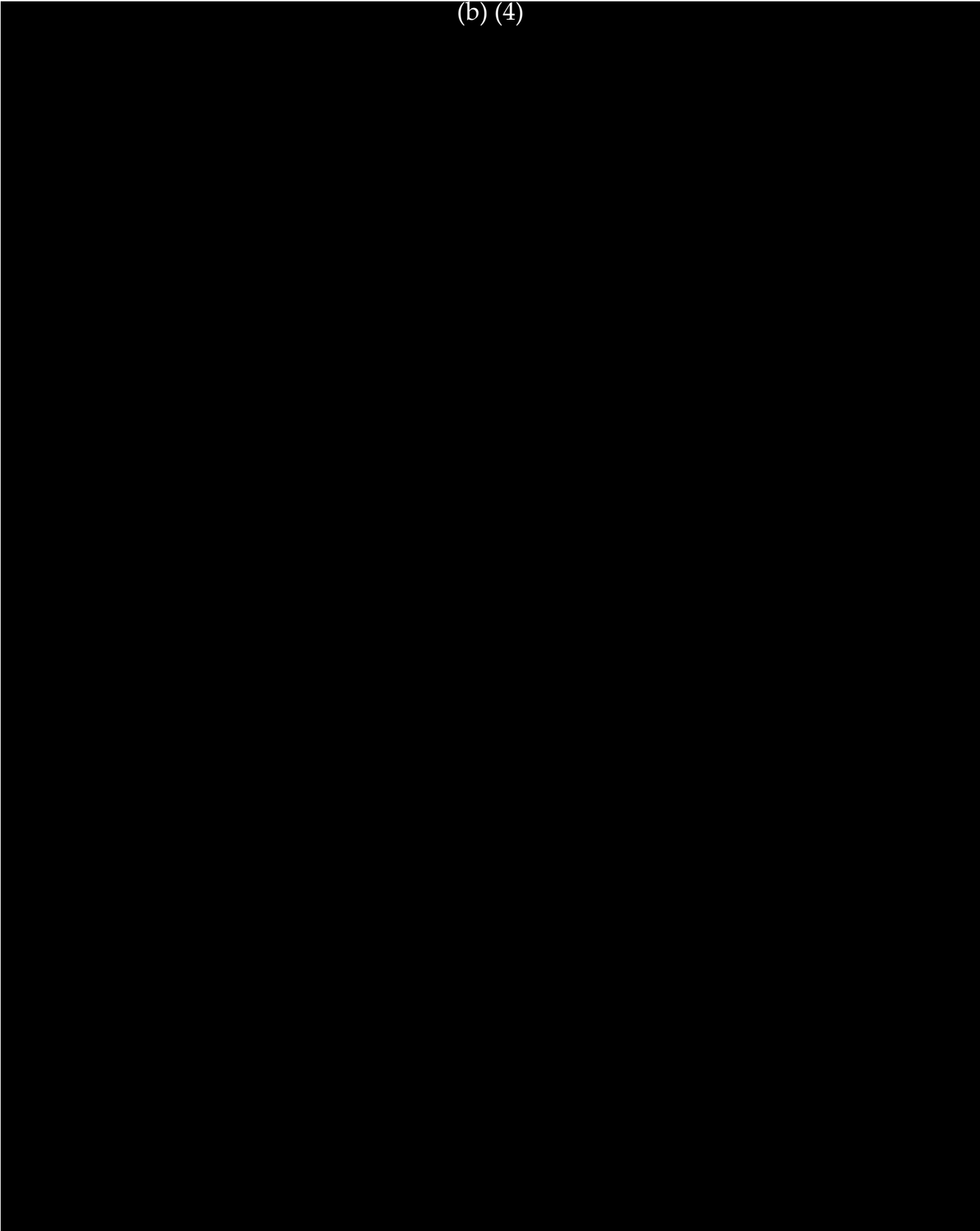
Title: Micro Focus /Open Text Managed Services of MFGS Products

Date: 08/29/2023

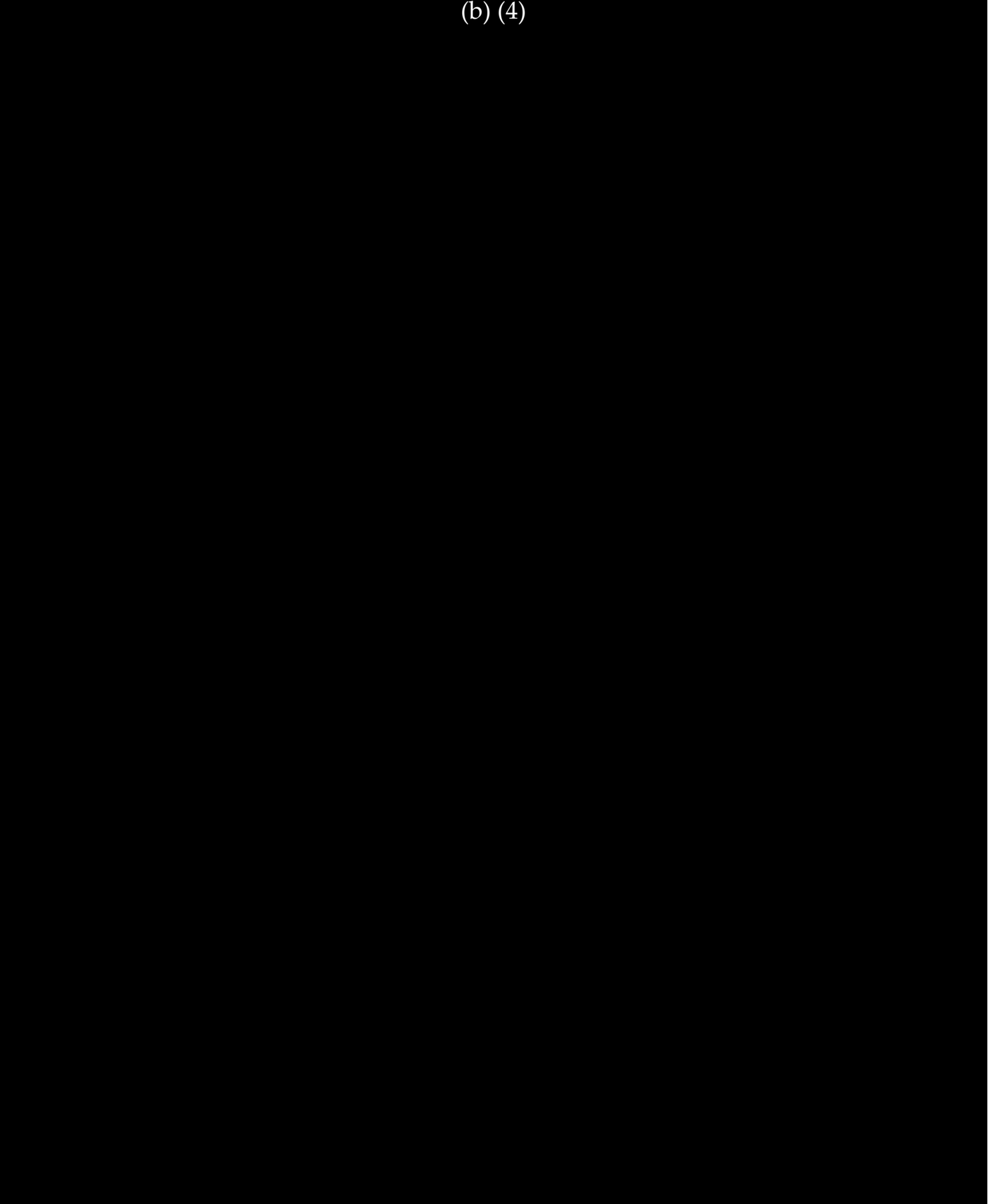
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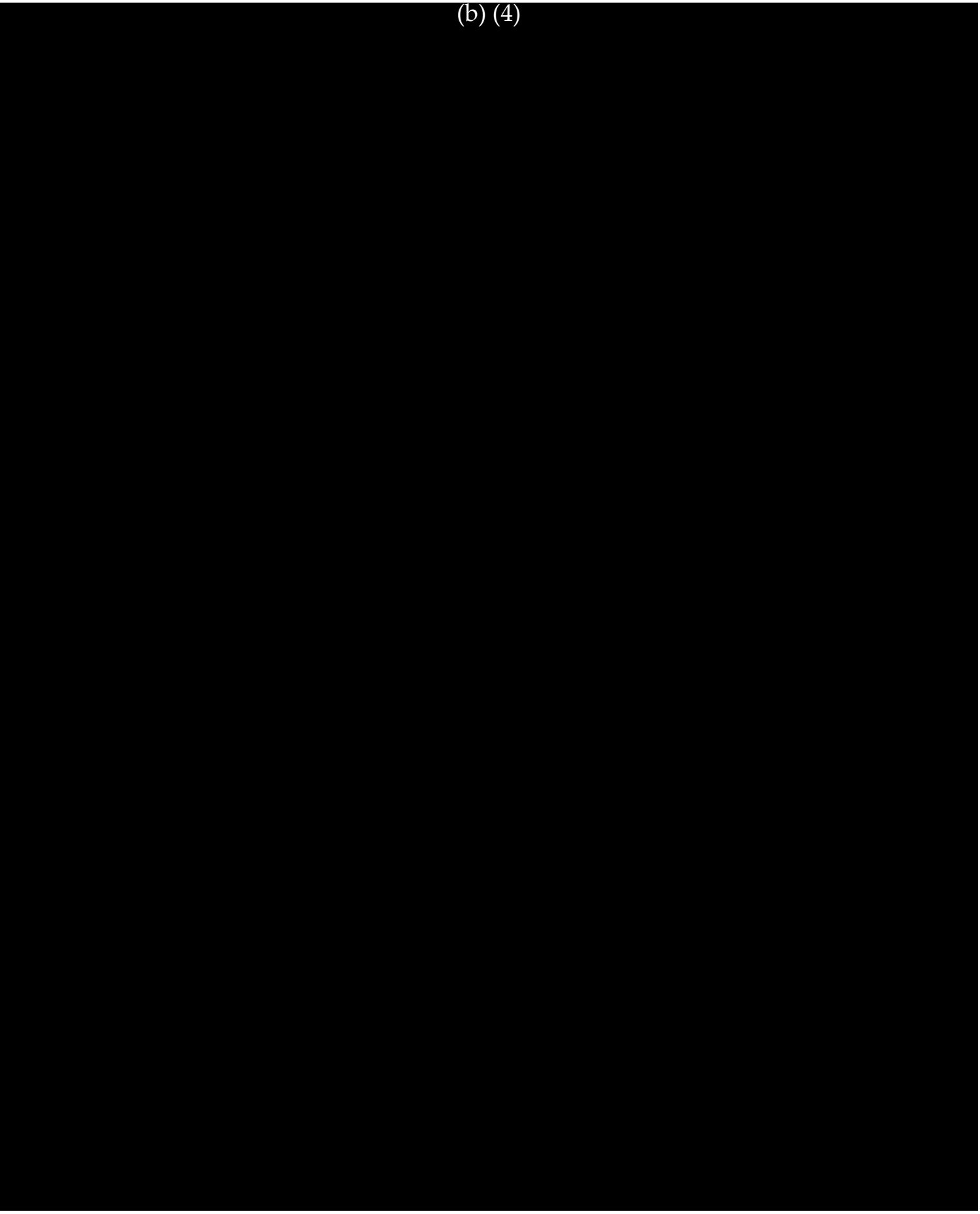
(b) (4)



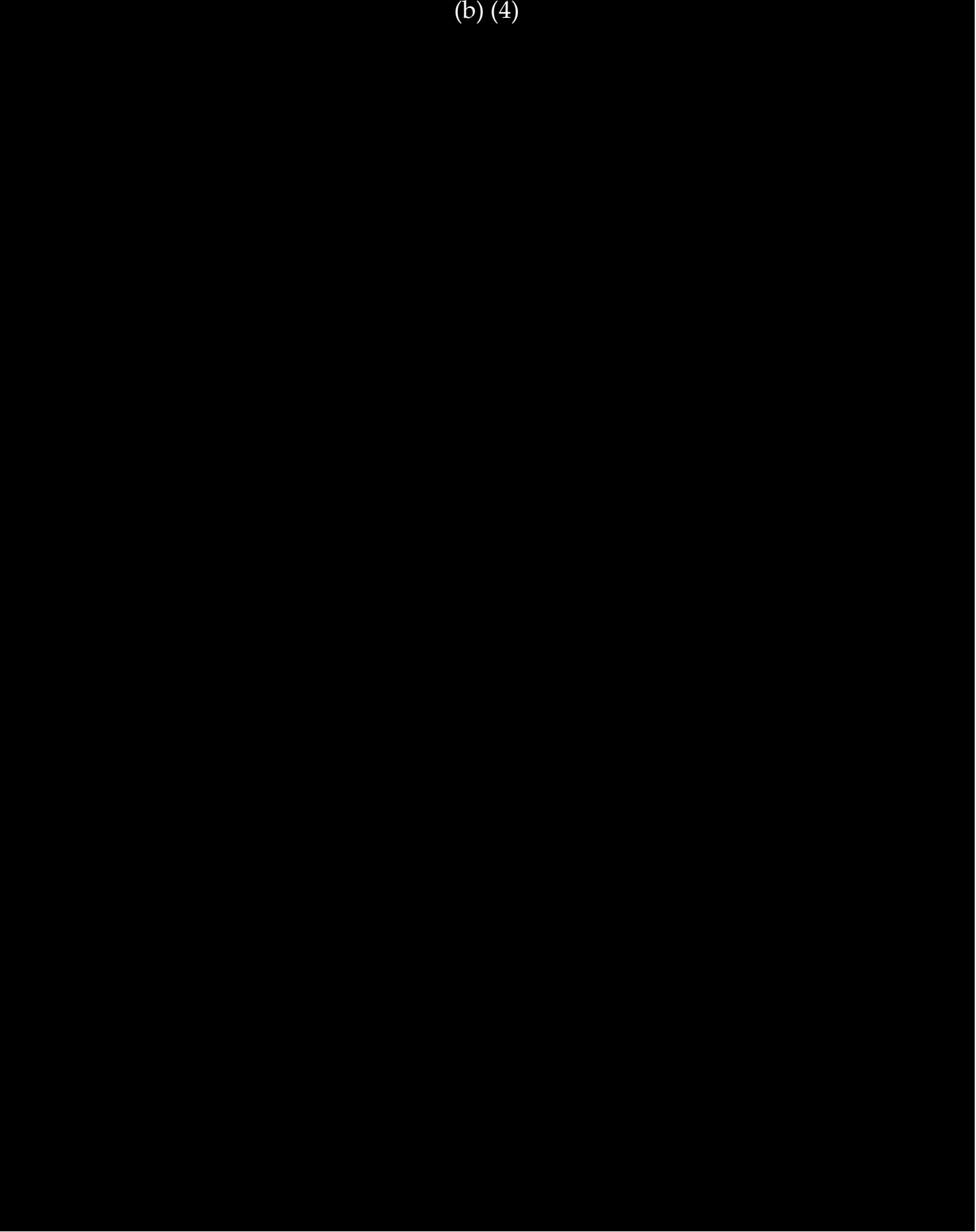
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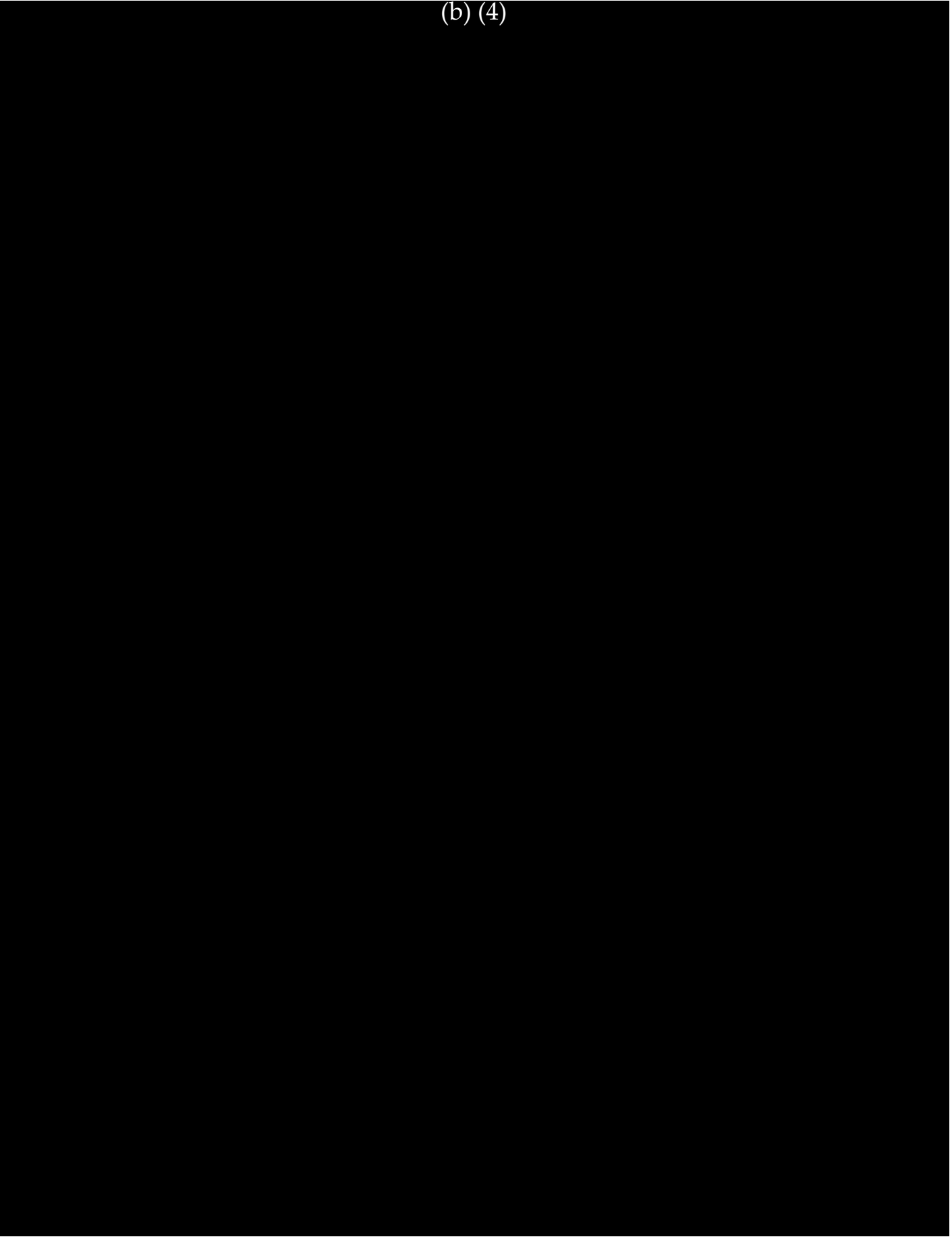
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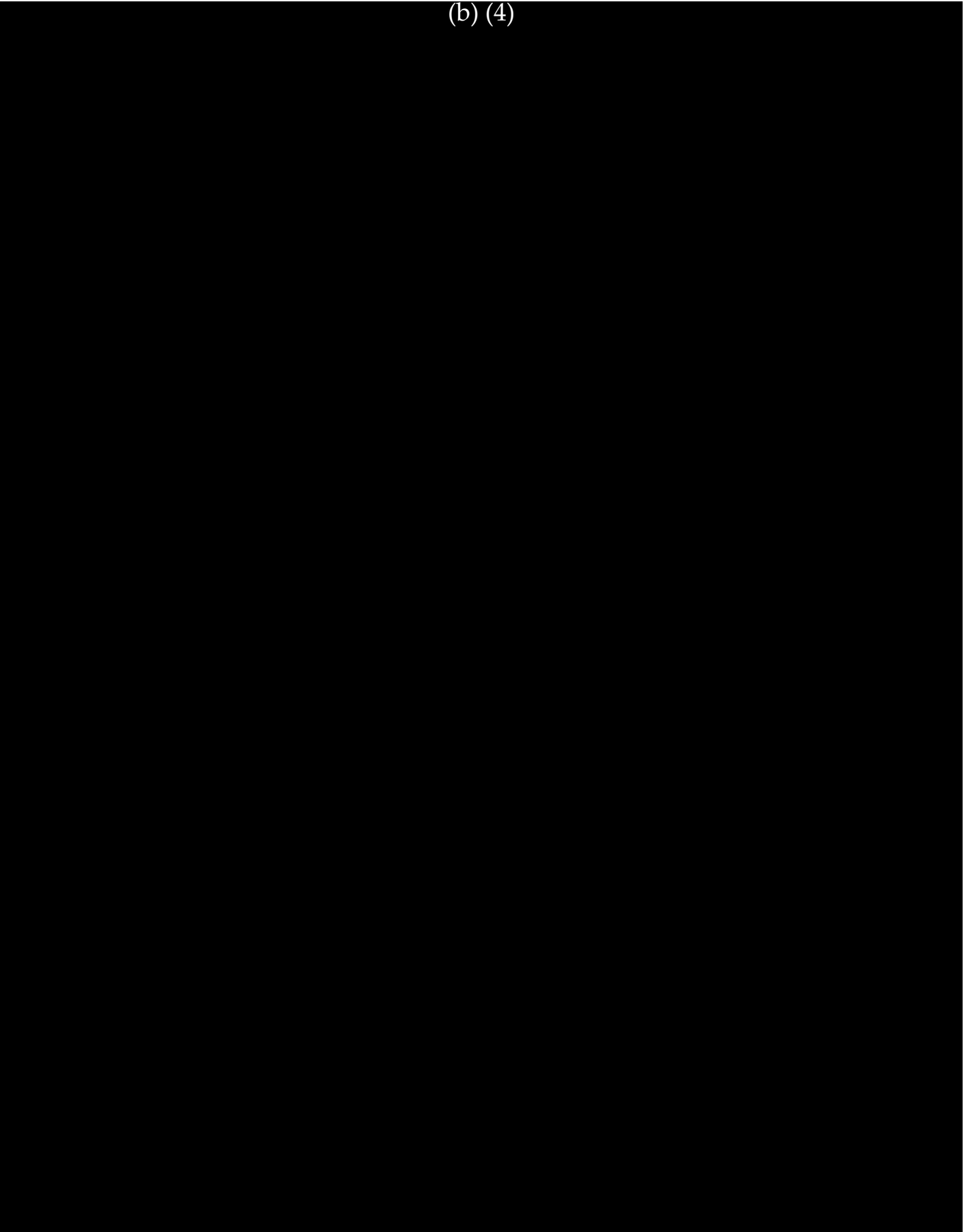
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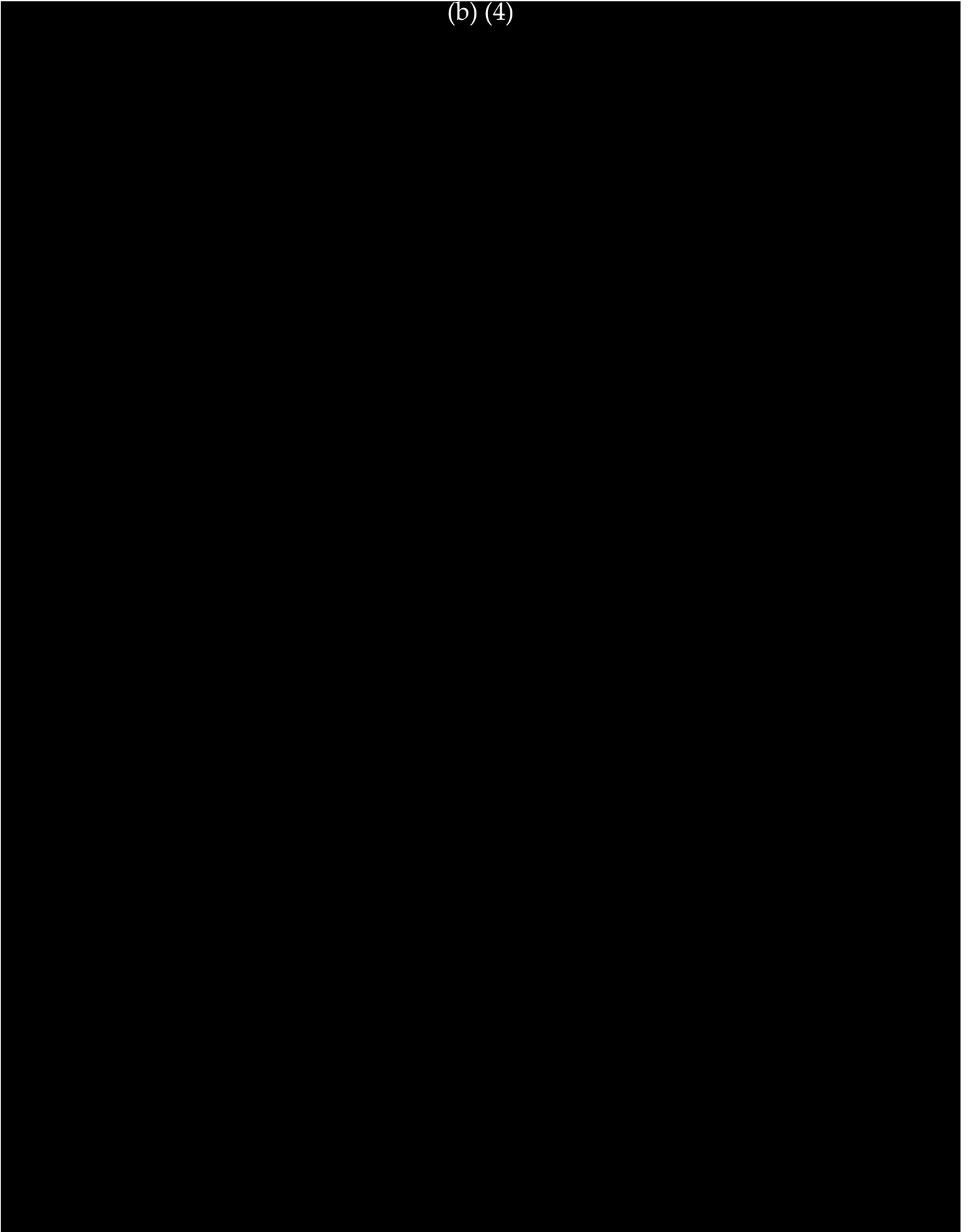
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(b) (4)



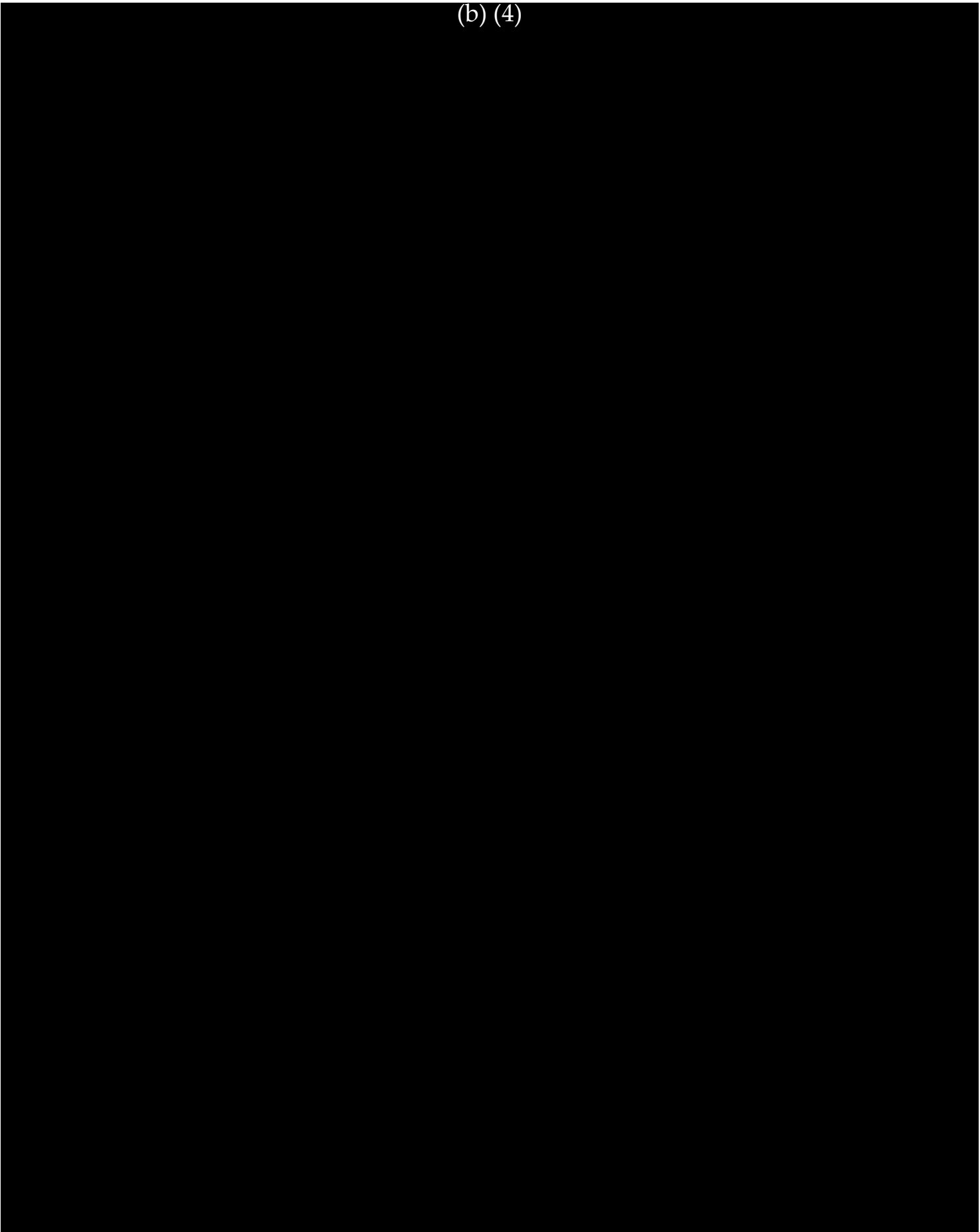
(b) (4)



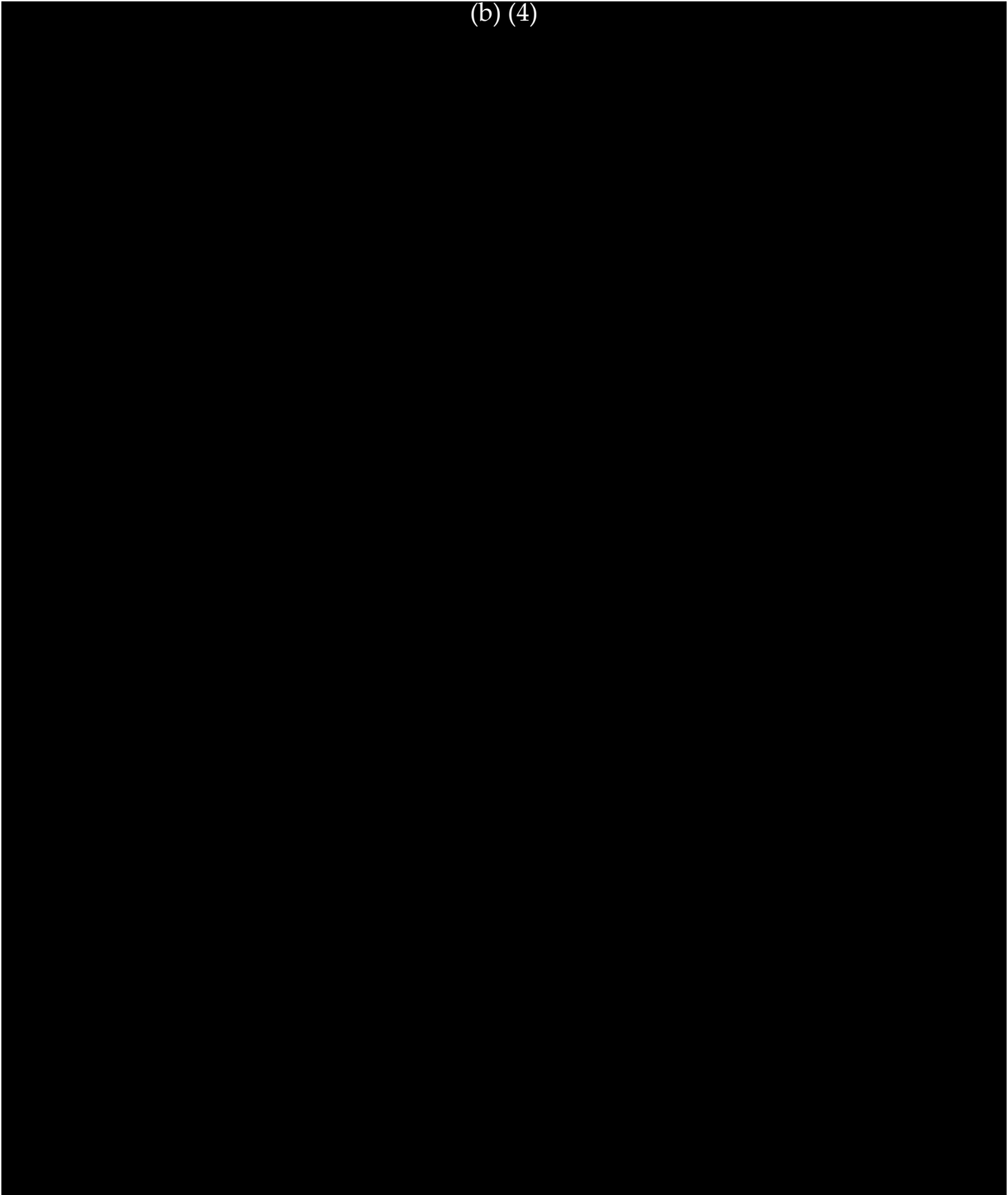
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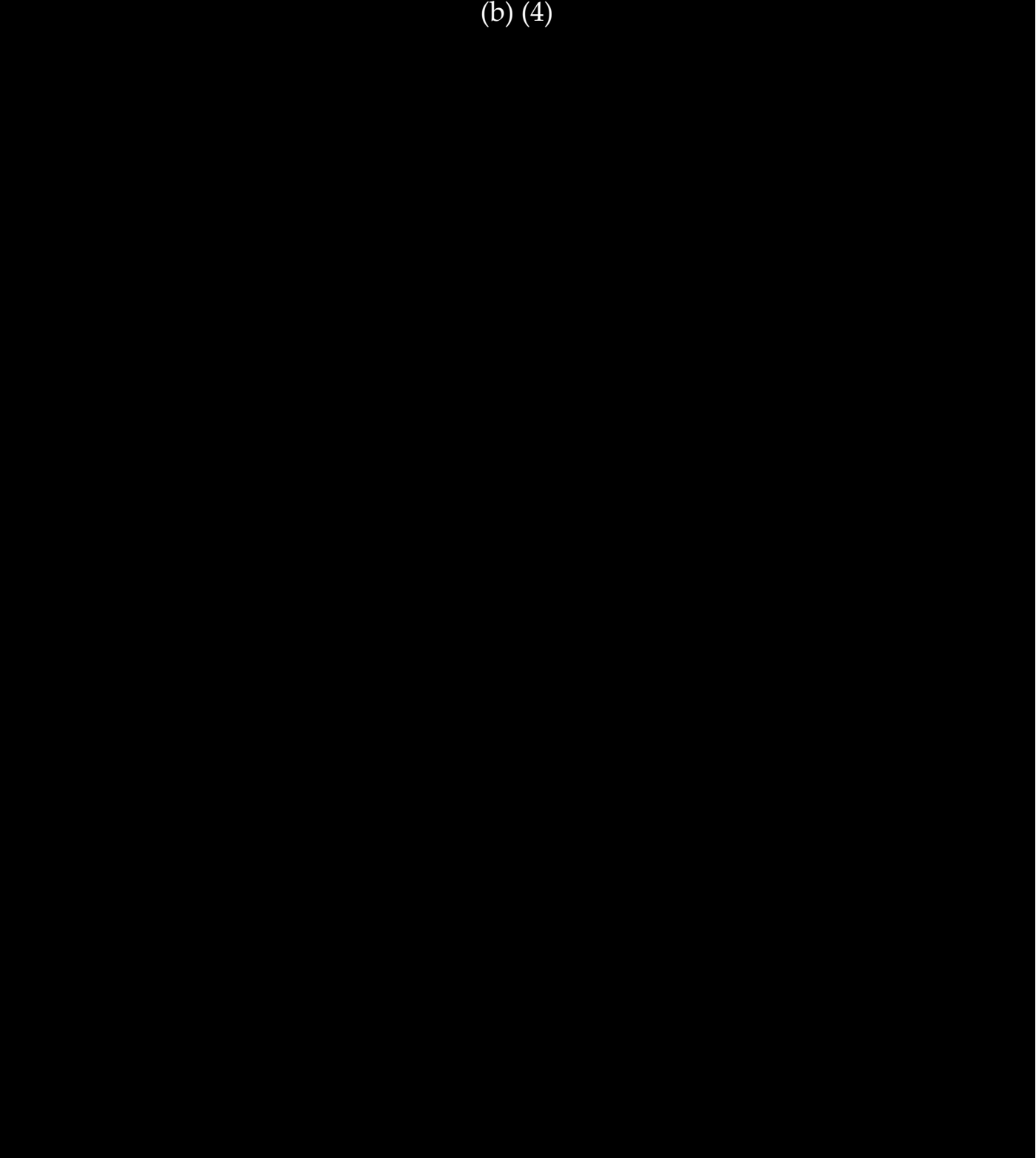
(b) (4)



(b) (4)



(b) (4)



Part C Information Assurance

C.1 Information Protection

The data that will be provided to the vendor, or the vendor is collecting on Bonneville's behalf, has a rating of **moderate** under the FIPS 199 Standards for Security Categorization of Federal Information and Information Systems.

As long as the vendor's employees only use Bonneville computer systems in support of this work, no additional requirements are set for the vendor to achieve.

However, if the contract employees or the vendor as a whole instantiates Bonneville information into the vendor's corporate logical or physical environment, the vendor will be responsible for the ensuring Bonneville's information is adequately protected.

Please see below for the level of protection and demonstration of proof that would be required:

The data is rated as a moderate. A moderate designation requires the vendor to provide protection of Bonneville data using the security controls as outlined in NIST 800-53rev5 or NIST 800-171rev2 or the ISO27001:2022 security controls. This protection must be verified through an independent 3rd party audit against NIST 800-53rev5 or NIST 800-171rev2 or the ISO27001:2022 security controls. The 3rd party audit must be completed **yearly**.

The vendor will be required to provide Bonneville with a date that they expect to have the audit performed and when Bonneville will receive the final report of the results of the audit. Bonneville will reserve the right to negotiate the timelines in the interest of protecting sensitive information.

C.2 Information Disposal Post Contract

All Bonneville information will be removed and destroyed from all vendor corporate systems as well as from all physical storage immediately following the end of the contract or warranty period.

Part D Vendor Onboarding

Bonneville shall furnish an ID badge/DOE Security Badge (and RSA Token where applicable) for logical and/or physical access to Bonneville for the Contractor. All Bonneville information subject to FISMA controls must be kept within the Bonneville network boundaries, unless otherwise explicitly approved by Bonneville in writing. No non-Bonneville electronic storage devices may be connected to the Bonneville network unless otherwise explicitly approved by Bonneville in writing.

The Bonneville network interface requires multiple authentications that include the ID badge/DOE Security Badge, account and password. Bonneville will provide all necessary network accounts for remote access to be used in the ongoing support described in the scope of services.

The following shall apply:

- a) The Contractor handling the information shall be issued an ID badge/DOE Security Badge (and RSA Token where applicable), which shall be requested and managed by the COR.
- b) The COR and Contractor shall be responsible for coordinating account activation and permissions to shared folders on the Bonneville network.
- c) The Contractor shall abide by Bonneville Power Administration Manual 1110 (BPAM 1110) Business use of Bonneville Information Technology Services Policy whenever using Bonneville equipment. BPAM 1110 is available by request or at the following internal site:
https://connection.bud.bpa.gov/workplace-resources/policy/policylibrary/BPAM_1110_Use_of_BPA_Tech_Services.pdf. Failure to abide by these rules may result in termination of access, permission, the contract and possible legal action by Bonneville.
- d) New Badged Contractor Required Training, including information security training to permit use of the ID badge/DOE Security Badge (and RSA Token where applicable), must be completed once they receive their Learning Nucleus account information and can be found on the Required Training site:
<https://connection.bud.bpa.gov/employee-center/training/Pages/Required-Training-Badged-Contractors.aspx>

- If the Contractor is badge-only (no logical access), printed copies of the required training must be provided to them. Once completed, they will need to send a signed FY Required Training Self-Study Attestation to the COR. The COR will then retain a copy of the badged contractor's signed attestation for their records and submits a copy to HR Training.
 - After completing initial required trainings, the Contractor will take them as regularly required for all badged contract personnel. Most of these trainings are repeated each fiscal year, as listed on the Required Training site linked above.
 - The COR and Contractor are responsible for tracking completed training and ensuring completion.
- e) Upon completion of the contract, the COR shall be responsible for terminating account access of the Contractor to the Bonneville network. The Contractor shall mail the ID badge/DOE Security Badge (and RSA Token where applicable) to the following address or return it to the COR if onsite:
- Bonneville Power Administration
ATTN: COR (*****
P.O. Box 3621
Portland, OR 97208-3621
- f) The Contractor shall be responsible for the safe-keeping of the Bonneville issued ID badge/DOE Security Badge (and RSA Token where applicable) at all times. If your ID badge/DOE Security Badge is lost/stolen, it must be reported to the Office of Security and Continuity of Operations Office within one hour of discovery (reference: <https://connection.bud.bpa.gov/workplace-resources/security/Pages/ID-Badges-and-Credentials.aspx>), with an additional notification to the COR.
- g) The Contractor personnel shall only utilize the ID badge/DOE Security Badge (and RSA Token where applicable) when conducting work directly related to the Statement of Work. Any other work is unauthorized.
- h) The vendor must notify the COR within 4 hours if access is no longer needed for a contract resource. Access termination must be completed within 4 hours to comply with NERC-CIP standards.

Part E Badging

Bonneville facilities are secure and require a U.S. Government-issued badge for entry. Contractor resources involved with this project will be required to pass a background investigation before receiving their access badge.

- a) Description: Background investigation, vetting process, & ID Badge issuance is required to start work. This process can take 4 to 6 weeks to complete after requested (except in cases as noted below).
- b) Description: Alternate Remote System Access token or USB clamshell card reader can take 2 weeks to process and ship (if required).

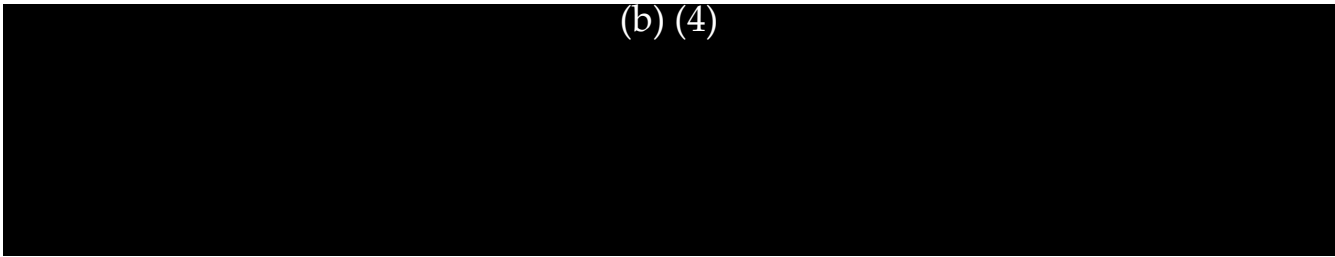
Part F Foreign Nationals

All foreign nationals (FN) must be processed through the Foreign National Access Program (FNAP) prior to any interaction with Bonneville personnel or projects. This process can take 30 or more days or may be denied depending on the sensitivity of the FN country or work being conducted. FN will be processed through their Bonneville POC/Contracting Officer Representative. If the FN is working on Bonneville projects remotely*, the Contractor shall report this information within 60 days of the project start date.

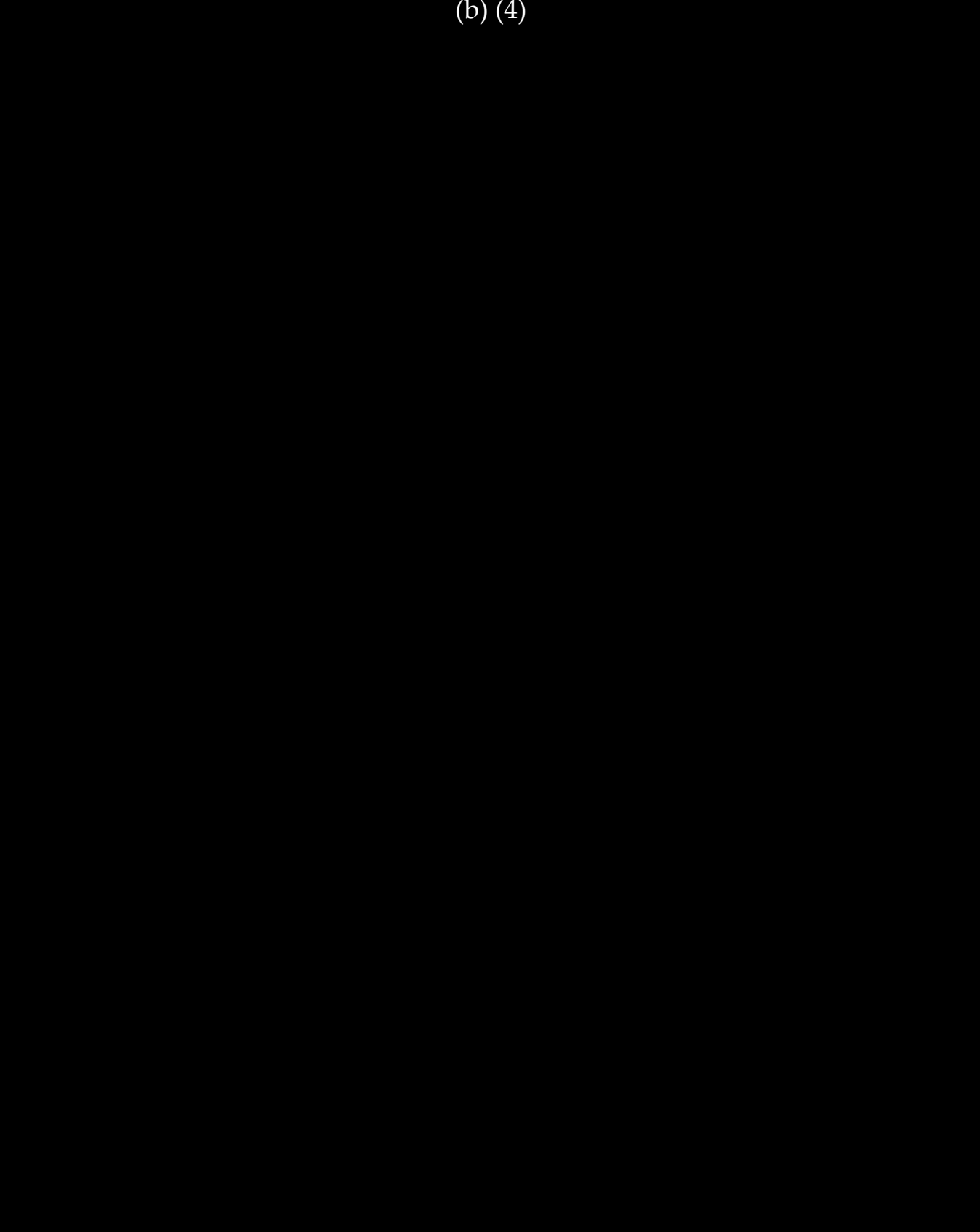
*Remote work is allowed in accordance with the Department of Energy (DOE). However, remote work must occur within the United States.

(b) (4)

(b) (4)



(b) (4)



ATTACHMENT F2

CONTRACT CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following link.

Bonneville Purchasing Instructions provisions and clauses; including Interim Policies: [Bonneville Purchasing Instructions - Bonneville Power Administration \(bpa.gov\)](https://www.bpa.gov)

- 28-1.1 Contract-Basic Terms (FEB 2020) (28.3.4)
- 28-3 Invoice (OCT 2014) (28.3.4(h))
- 28-4.1 Payment – Firm-Fixed-Price (FEB 2020) (28.3.4)
- 28-5.1 Inspection/Acceptance – Firm-Fixed-Price (MAR 2018) (28.3.4)
- 28-6 Changes (JUL 2013) (28.3.4)
- 28-7 Stop Work Order (MAR 2018) (28.3.4)
- 28-8 Force Majeure/Excusable Delay (JUL 2013) (28.3.4)
- 28-9.1 Termination for Cause – Firm-Fixed-Price (MAR 2018) (28.3.4)
- 28-10.1 Termination for Convenience – Firm-Fixed-Price (MAR 2018) (28.3.4)
- 28-11 Warranty (JUL 2013) (28.3.4)
- 28-12 Limitation of Liability (JUL 2013) (28.3.4)
- 28-13 Disputes (JUL 2013) (28.3.4)
- 28-14 Indemnification (MAR 2018) (28.3.4)
- 28-16 Title (MAR 2018) (28.3.4)
- 28-17 Taxes (JUL 2013) (28.3.4)
- 28-18 Assignment (MAR 2018) (28.3.4)
- 28-19 Other Compliances (JUL 2013) (28.3.4)
- 28-20.2 Requirements Unique to Government Contracts – Services (FEB 2022) (28.3.4)
- 28-21 Order of Precedence (FEB 2020) (28.3.4)
- 28-22 Applicable Law (JUL 2013) (28.3.4)
- 28-23 Internet Protocol Version (FEB 2022) (28.3.4)

- 3-9 Restriction on Commercial Advertising (FEB 2020) (3.5.2)
- 4-2 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (FEB 2020) (4.10.3)
- 4-4 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (FEB 2022) (4.11.5(b))
- 5-2 Privacy Protection (MAR 2018) (5.1.4(b))
- 5-3 Privacy Act (MAR 2018) (5.1.4(c))
- 7-39 Option to Extend Services (FEB2020) (7.9.8(f))
- 7-40 Option to Extend the Term of the Contract (FEB 2020) (7.9.8(g))
- 14-2 Contract Administration Representatives (MAR 2018) (14.1.5(b))
- 14-18 Bankruptcy (OCT 2005) (14.19.3)
- 15-15 Screening Requirements for Personnel Having Access to Bonneville Facilities (FEB 2022) (15.7.2.1)
- 15-16 Access to Bonneville Facilities and Computer Systems (FEB 2018) (15.8.3)
- 15-17 Information Assurance (FEB 2022) (15.9.4)
- 15-18 Homeland Security (FEB 2022) (15.10.3)
- 17-10 Commercial Software Contractor License (MAR 2018) (17.2.1.2(b))

ATTACHMENT F2

CONTRACT CLAUSES INCORPORATED BY FULL TEXT

MINIMUM INSURANCE COVERAGE (16-8) (FEB 2022) (16.4.8.2)

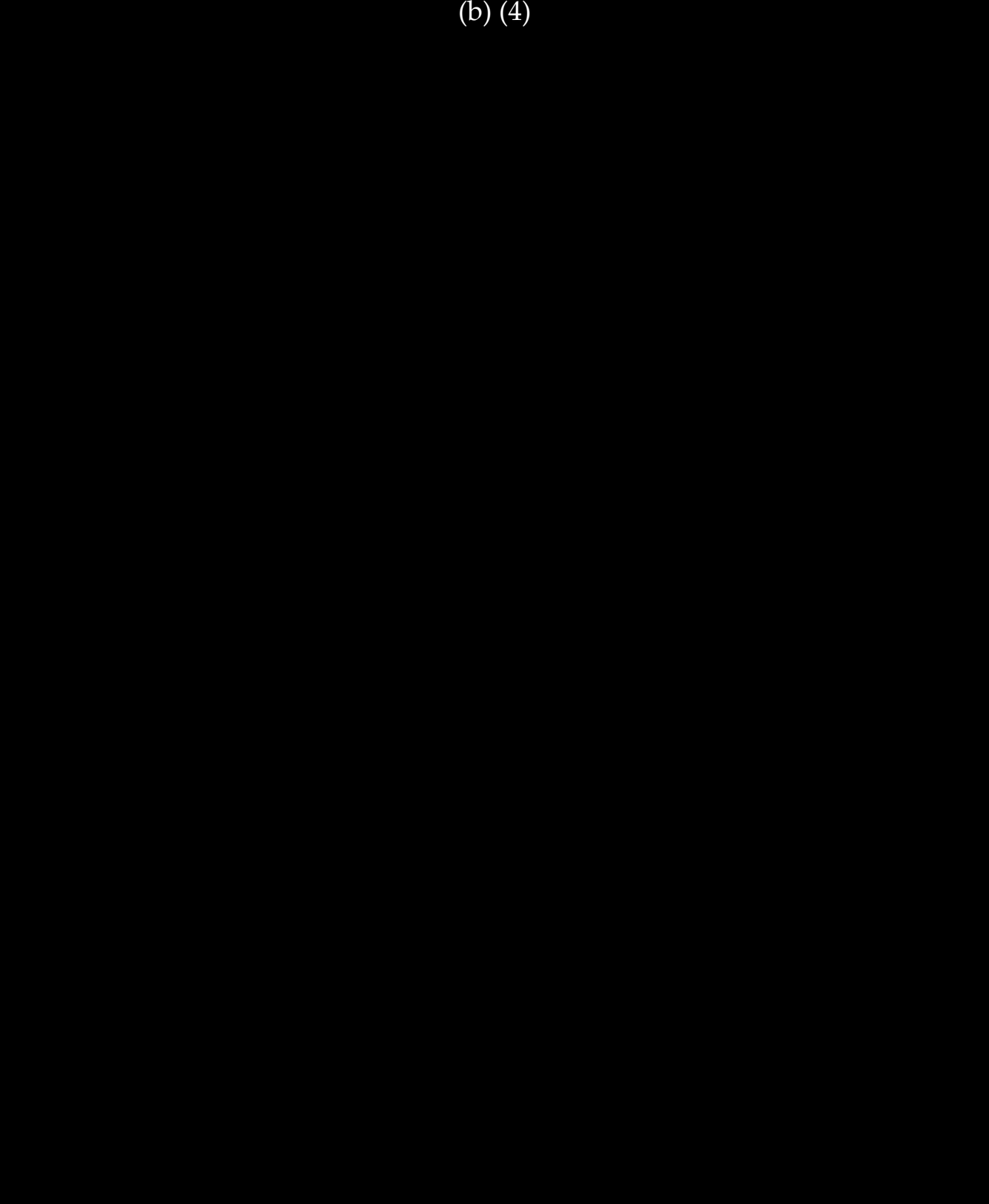
The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract. The Contracting Officer shall check all that apply and insert amounts as they pertain to each individual contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.
- (c) Property damage liability. Additional property damage liability insurance shall be required when the contractor is engaged in the handling and/or transportation and/or disposal of hazardous wastes
- (d) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (e) Watercraft liability. When watercraft is used in connection with performing the work, watercraft liability insurance of at least \$1,000,000 per occurrence coverage is required.
- (f) Pollution liability. The Contractor shall provide environmental impairment liability insurance of at least \$1,000,000 per occurrence. Such insurance will include coverage for the clean-up, removal, storage, disposal, transportation and/or use of pollutants. The insurance policy shall name BPA, its officials, officers, employees and agents as additional insureds. The contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville.
- (g) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (h) Medical malpractice liability. The Contractor shall maintain medical malpractice liability insurance of at least \$1,000,000 per occurrence.
- (i) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

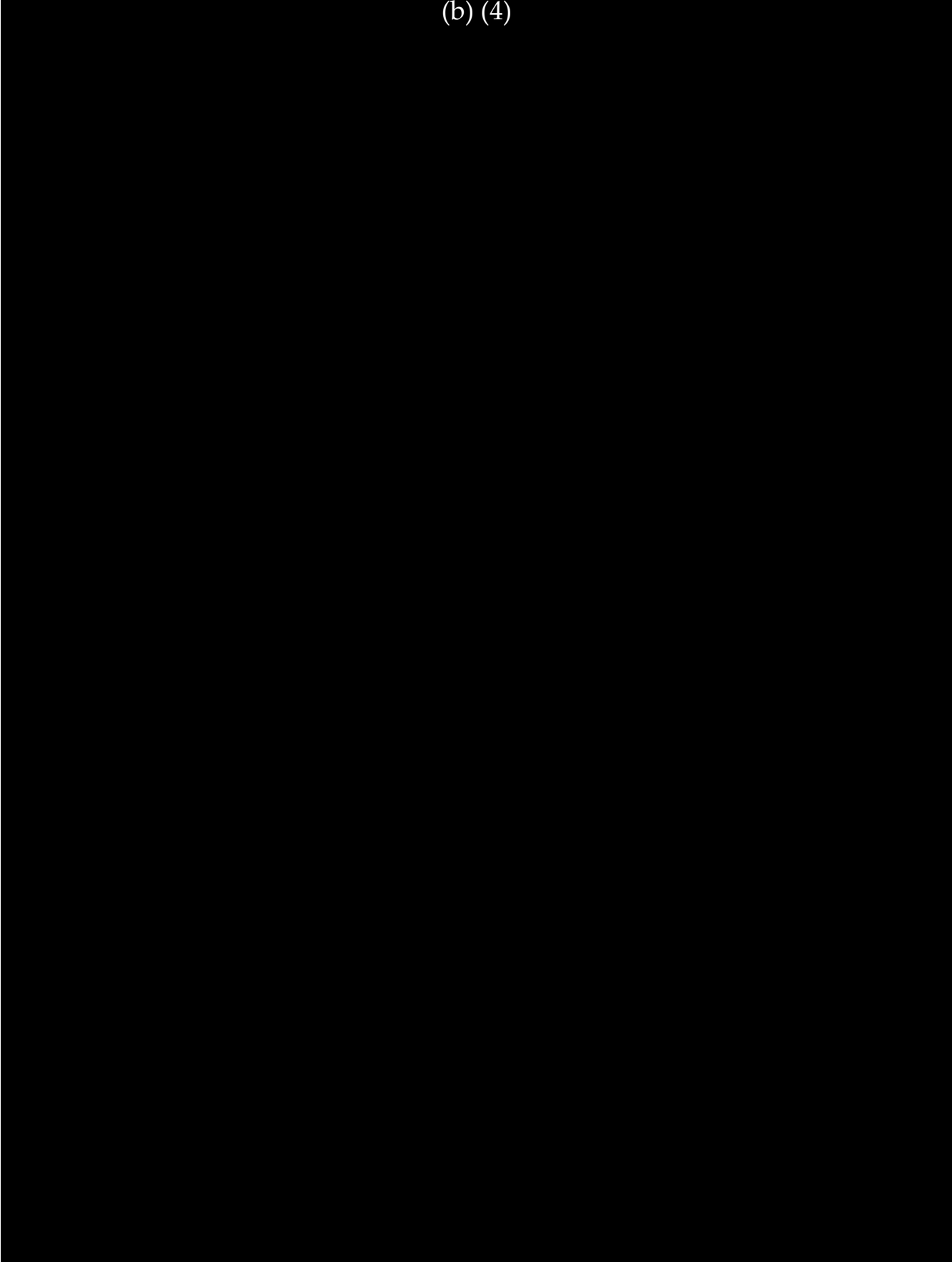
Attachment A – Terms

MICRO FOCUS MASTER PROFESSIONAL SERVICES AGREEMENT

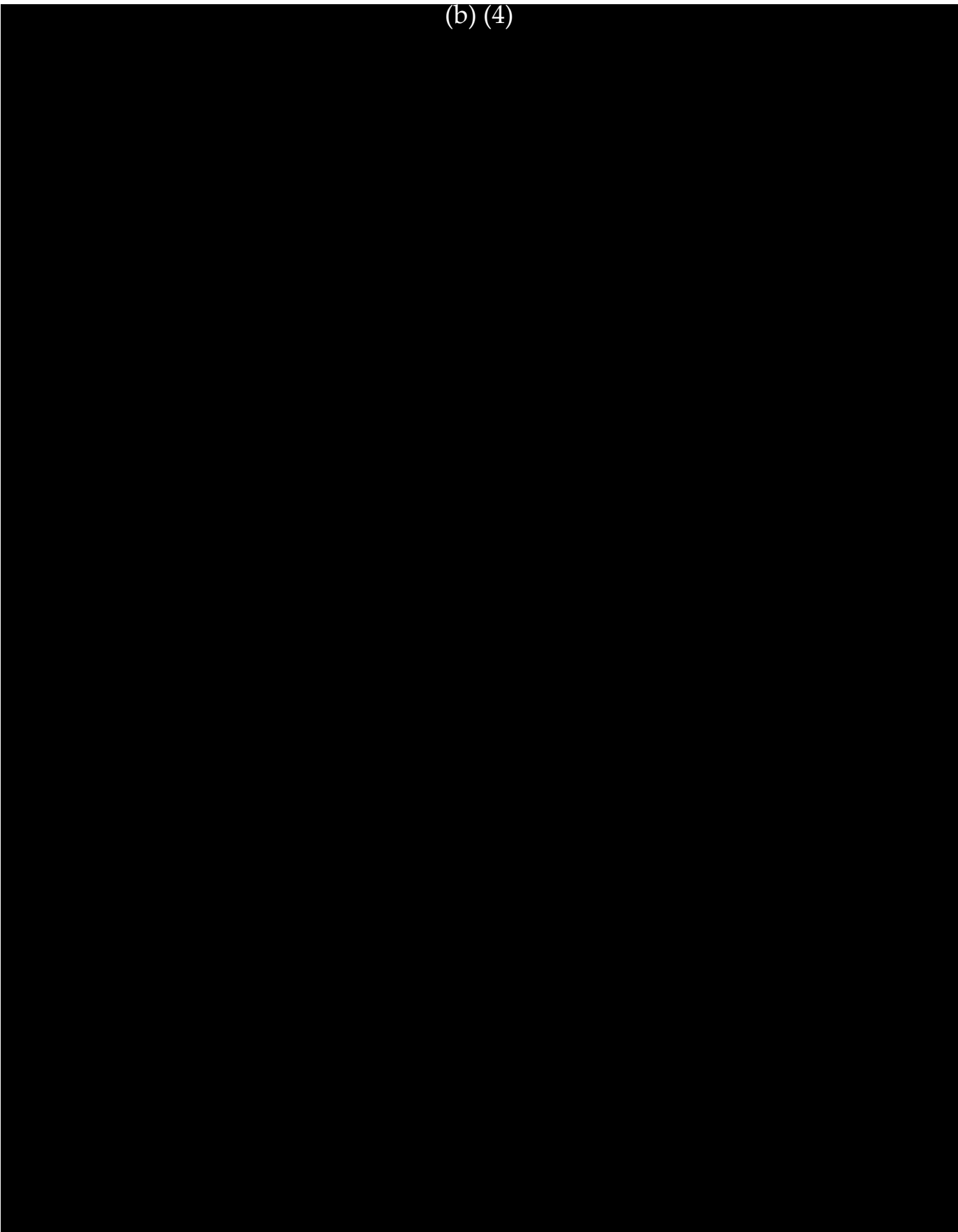
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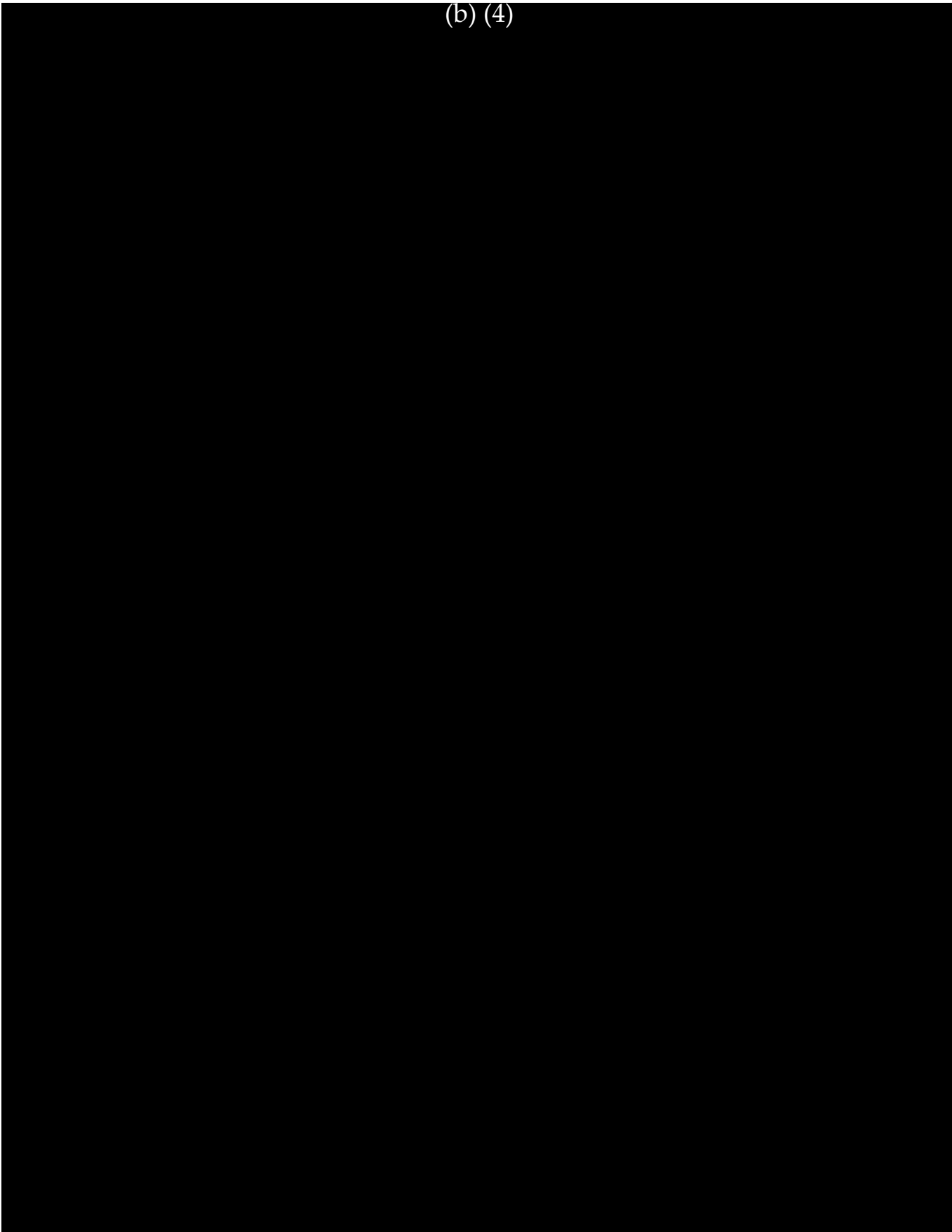
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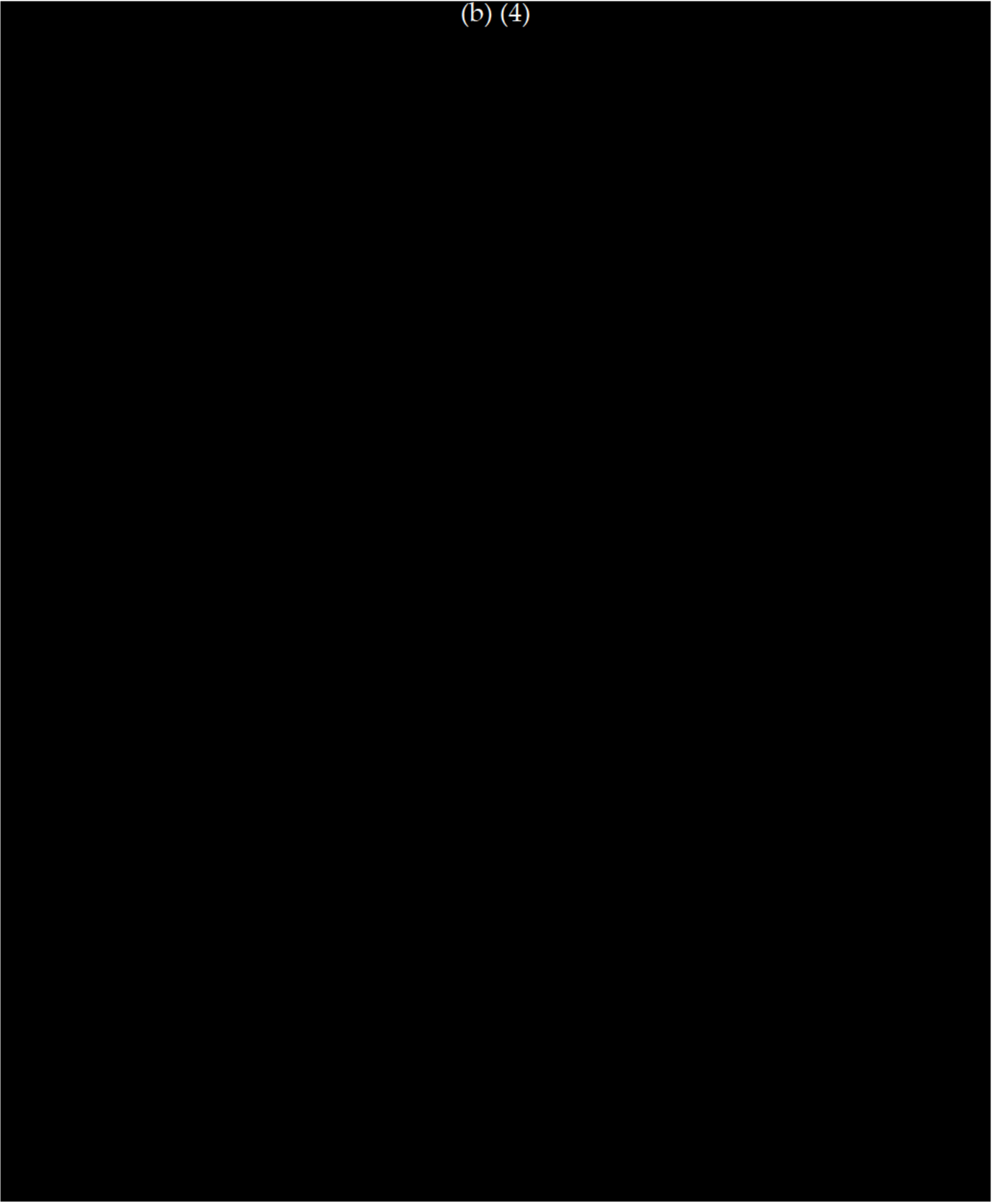
(b) (4)



(b) (4)



(b) (4)



**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
AMENDMENT OF SOLICITATION/MODIFICATION OF
CONTRACT/ORDER**

PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT

This data is used to amend a solicitation or modify a contract or order. This form will assist in ensuring all changes are applied appropriately. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB) US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

1. Solicitation/Contract/Order Number: BPA- 20 - Purcha - 86572		2. Amendment/Modification Number: M - 001	
3. Effective Date: 12/07/2021	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Amelija Brown, 503-230-3821, albrown@bpa.gov	

AMENDMENTS OF SOLICITATIONS

6. The above numbered solicitation is amended as set forth in Item 12. The hour and date specified for receipt of Offers, is extended to _____ is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation. If a signature is requested in Item 11, acknowledge this amendment by completing Items 13 and 14 and returning the amendment with your proposal. Failure of your acknowledgment to be received at the place designated for the receipt of proposal prior to the hour and date specified may result in rejection of your proposal. If by virtue of this amendment you desire to change a proposal already submitted, such a change must be received prior to the due date and hour specified in the solicitation.

MODIFICATIONS OF CONTRACTS/ORDERS (Modifies the contract/order as described in item 12.)

<input checked="" type="checkbox"/>	7. This unilateral modification is issued pursuant to: (specify authority below). The changes set forth in item 12 are made in the Contract/Order in Item 1.
<input type="checkbox"/>	8. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, spelling correction, etc.) set forth in item 12 pursuant to the authority of BPI Part 14.10.3(b)(1).
<input type="checkbox"/>	9. Bilateral/Other (specify authority):

10. Accounting and Appropriation Data (used for COOP event only):

IMPORTANT 11. Contractor is not, is required to sign this document and return via email to the Contract Specialist.

12. Description of Amendment/Modification (Attach additional documentation if needed and state SEE CONTINUATION SHEET.)

The purpose of this Modification is to Exercise Option Year 001 (CLIN 1001) of the contract. This modification consists of this Signature Page. The following items have been modified:

1. Option Year 001 is excised extending the performance period from December 07, 2021 through December 06, 2022. Funding in the fixed price of \$487,565.08 is hereby obligated and the total contract value has changed from \$464,342.83 to \$951,907.91.

All other terms of Contract 85672 remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 1 or 2 remain unchanged.

13. Company Name:

CARASOFT TECHNOLOGY CORP

14a. Name, Phone and Title of Signer: Megan Wyman; Renewals Account Representative		15a. Name of Contracting Officer: Amelija Brown	
14b. Contractor/Offeror By: _____ (Signature of person authorized to sign)	14c. Date Signed: 10/20/2021	15b. Signature of Contracting Officer By: _____ (Signature of Contracting Officer)	15c. Date Signed:

The purpose of this modification is to exercise Option Year 2 and incorporate changes to the Terms and Conditions required by Executive Order.

This modification contains the following:

1. Signature Page
2. Form 4220.51 - Continuation Sheet
3. Sections B-F
4. ATTACHMENT F1: Statement of Work 8/29/2023
5. ATTACHMENT F2: Terms and Conditions
6. ATTACHMENT F4: Attachment A - Terms

The Parties Agree as Follows:

- 1) The Period of Performance is extended to 8/31/2026.
- 2) Optional Contract Line Items 2001 and 2002 are, hereby, exercised. As a result, the contract value increased \$1,109,095.08 from \$2,122,274.04 to \$3,231,369.12.
- 3) BPI Clause 28-20.2 "Requirements Unique to Government Contracts – Services" is updated and incorporated.
- 4) A fully incorporated copy is included.
- 5) This modification constitutes the total equitable adjustment for the changes described herein.
- 6) All 93140-000 Terms and Conditions Apply and Remain Unchanged.

B. SCHEDULE OF ITEMS/PRICES

Line Item No.	Description	Quantity	Unit	Unit Price	Amount	
0001	Services Non Personal: IT Services- O&M IMG (scm) Amortized Service. Part No. PS-AA480. Firm Fixed Price.	(b) (4)				
0002	Services Non Personal: IT Services Steady State Operations and Maintenance- PPM. Part No. PS-AA466	(b) (4)				
	Base Year 09/01/2023 to 08/31/2024	Total Base year			\$1,045,428.60	
1001	Services Non Personal: IT Services- O&M IMG (scm) Amortized Service. Part No. PS-AA480. Firm Fixed Price.	(b) (4)				
1002	Services Non Personal: IT Services Steady State Operations and Maintenance- PPM. Part No. PS-AA466	(b) (4)				
	Option Year 1- POP 09/01/2024 to 08/31/2025	Total Opt. Yr. 1			\$1,076,845.44	
2001	Services Non Personal: IT Services- O&M IMG (scm) Amortized Service. Part No. PS-AA480. Firm Fixed Price.	(b) (4)				
2002	Services Non Personal: IT Services Steady State Operations and Maintenance- PPM. Part No. PS-AA466	(b) (4)				
	Option Year 2- POP 09/01/2025 to 08/31/2026	Total Opt. Yr. 2			\$1,109,095.08	
3001	Services Non Personal: IT Services- O&M IMG (scm) Amortized Service. Part No. PS-AA480. Firm Fixed Price.	(b) (4)				
3002	Services Non Personal: IT Services Steady State Operations and Maintenance- PPM. Part No. PS-AA466	(b) (4)				
	Option Year 3- POP 09/01/2026 to 08/31/2027	Total Opt. Yr. 3			\$1,142,368.20	
4001	Services Non Personal: IT Services- O&M IMG (scm) Amortized Service. Part No. PS-AA480. Firm Fixed Price.	(b) (4)				
4002	Services Non Personal: IT Services Steady State Operations and Maintenance- PPM. Part No. PS-AA466	(b) (4)				
	Option Year 4- POP 09/01/2027 to 08/31/2028	Total Opt. Yr.4			\$1,176,639.12	
TOTAL - Base Items					\$1,045,428.60	
TOTAL - All Items					\$5,550,376.44	

C. SUBMISSION OF INVOICES & CONTACT INFORMATION

1. Invoices should be sent electronically to:

hdjohnston@@bpa.gov and a copy to BuyIT@bpa.gov

2. Payment Terms:

Net 30 days

3. Bonneville Contact Information:

Bonneville Office:

Bonneville Power Administration- NSSF

Attention:

Erin Nolan

Contact Email:

emnolan@bpa.gov

4. Contractor Contact Information:

Company Name:

Carahsoft Technology Corporation

Attention:

Aowab Aalwazir

Contact Email:

aowab.alwazir@carahsoft.com

D. DELIVERY INFORMATION

Line Item No.	Period of Performance/ Delivery Date	Quantity	Unit	Delivery Terms	Ship To Address or Place of Performance
0001-0002	09/01/2023 to 8/31/2024	12.00	Month	Block 11	905 NE 11th Ave Portland, OR 97232
1001-1002	09/01/2024 to 8/31/2025	12.00	Month	Block 11	905 NE 11th Ave Portland, OR 97232
2001-2002	09/01/2025 to 8/31/2026	12.00	Month	Block 11	905 NE 11th Ave Portland, OR 97232
3001-3002	09/01/2026 to 8/31/2027	12.00	Month	Block 11	905 NE 11th Ave Portland, OR 97232
4001-4002	09/01/2027 to 8/31/2028	12.00	Month	Block 11	905 NE 11th Ave Portland, OR 97232

Special Delivery Instructions:

E. INSPECTION AND ACCEPTANCE TERMS

All line item(s) in Section B will be inspected and accepted by the COR at the address specified in Section C unless otherwise stated in the table below.

Line Item No.	Inspection At/Inspection By		Acceptance At/Acceptance By		Additional Info
ALL	Government	Government	Government	Government	

F. ATTACHMENTS

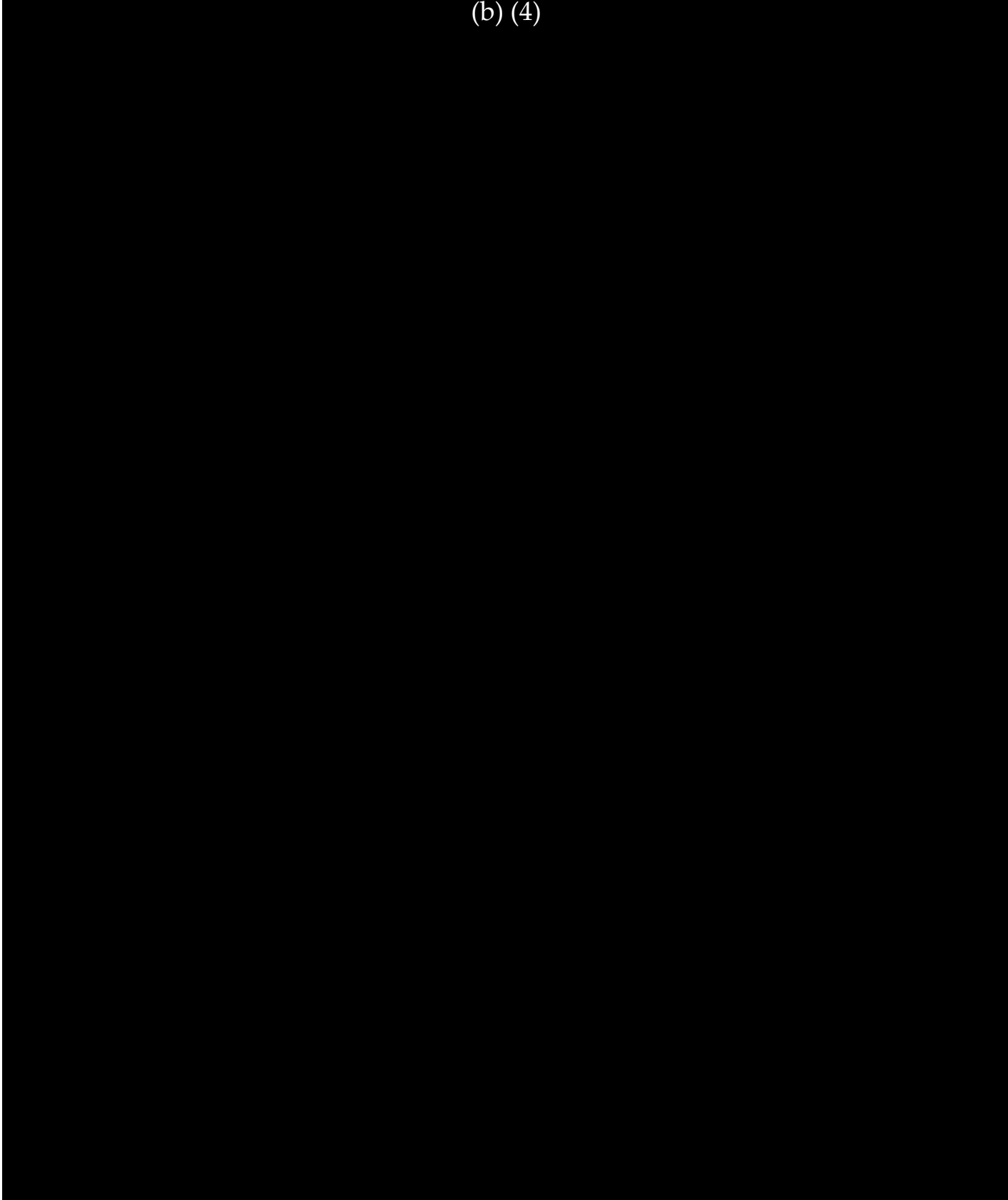
	Description
F1	Statement of Work -Dated 07/26/2023
F2	Contract Clauses: See F2 Attached
F3	Wage Determination -N/A
F4	ATTACHMENT A TERMS
F5	Solicitation Provisions: N/A

F. 1 Statement of Work

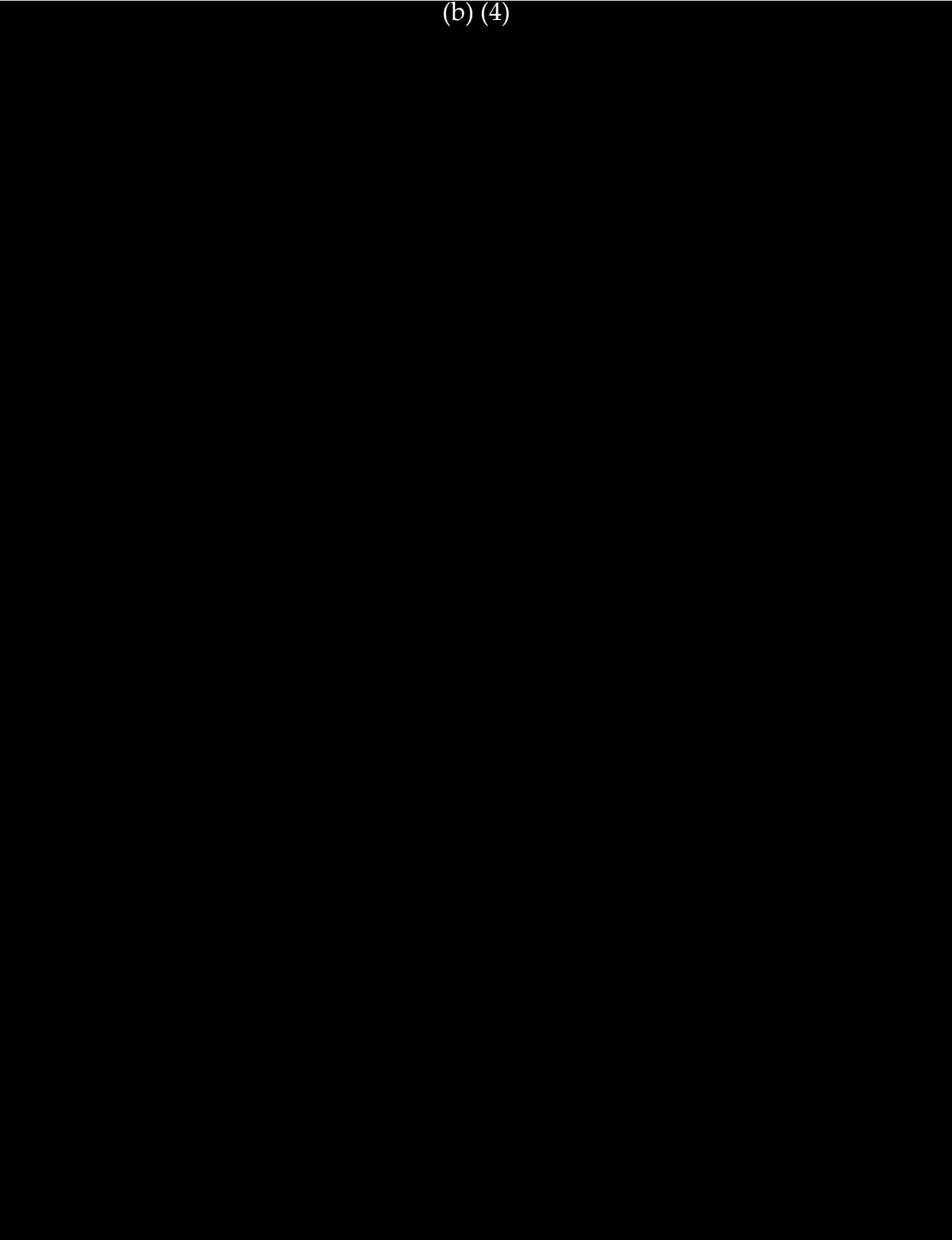
Title: Micro Focus /Open Text Managed Services of MFGS Products

Date: 08/29/2023

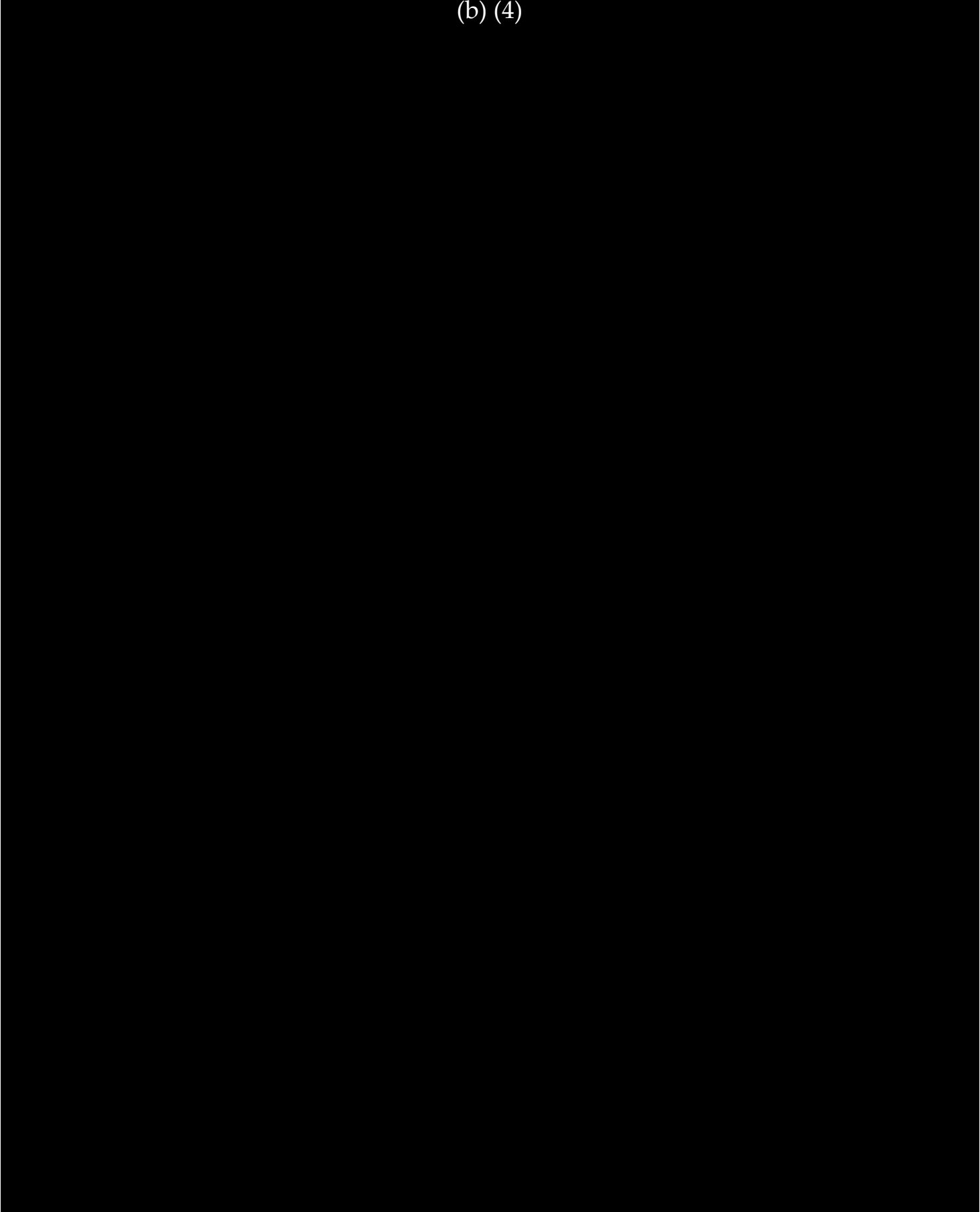
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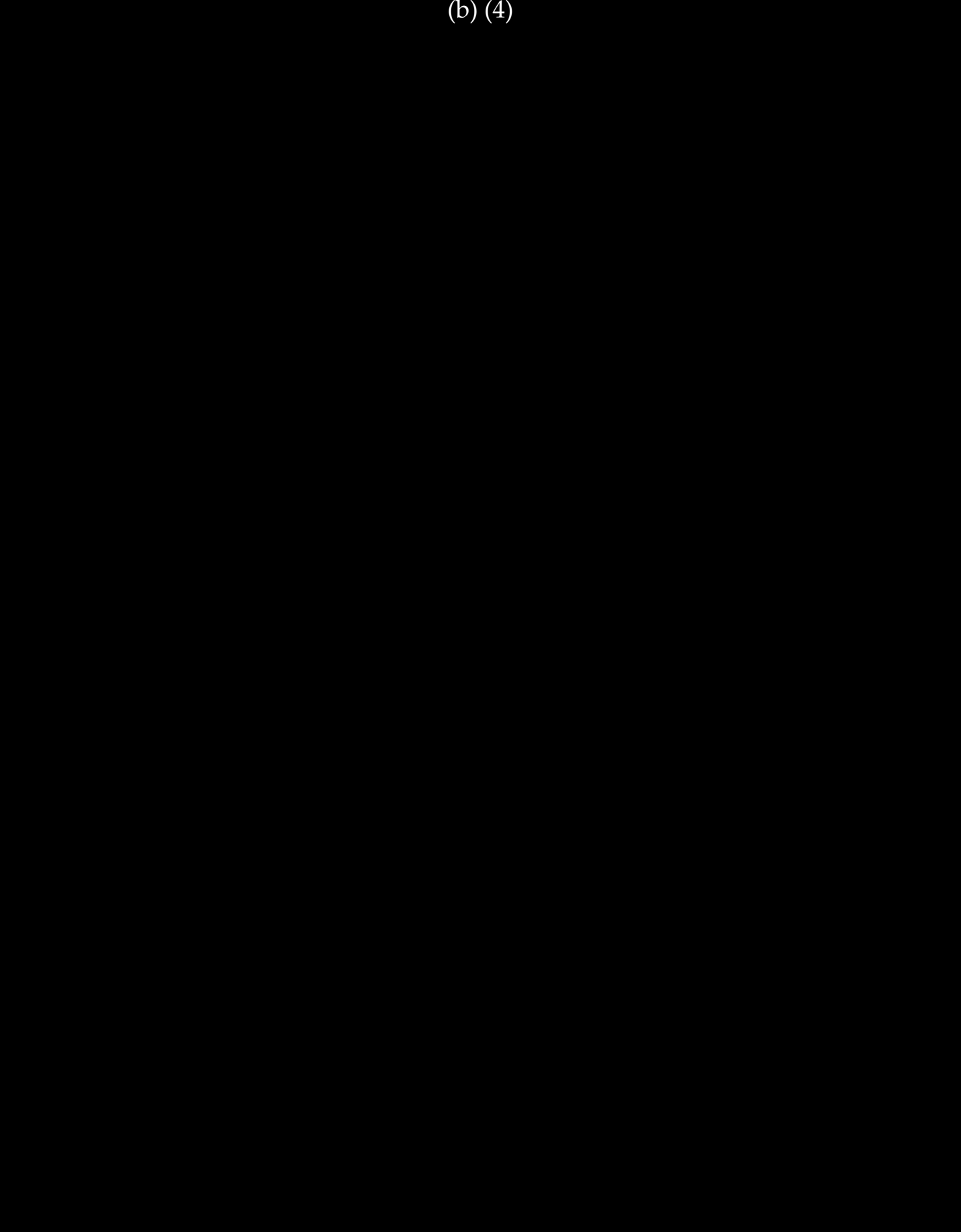
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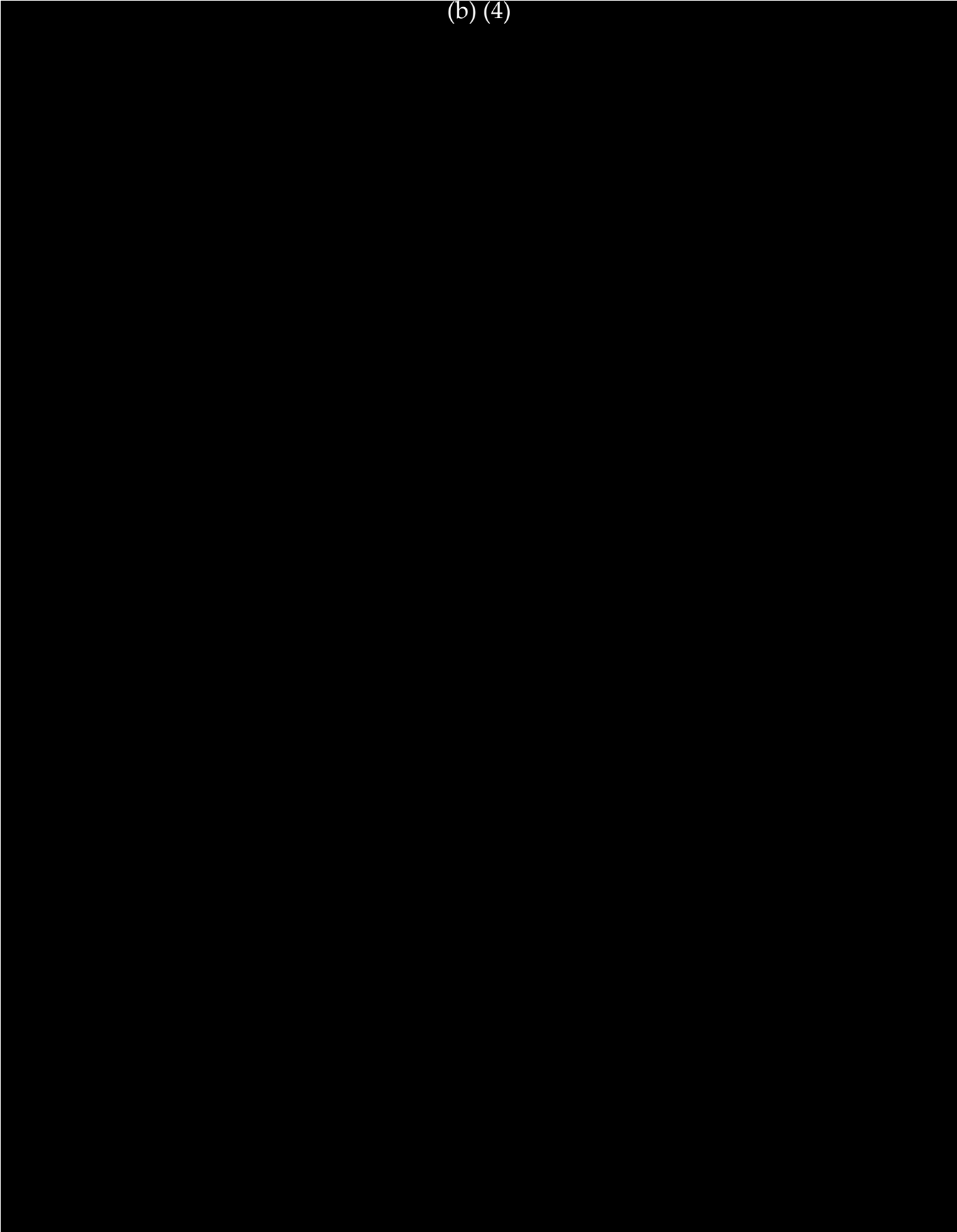
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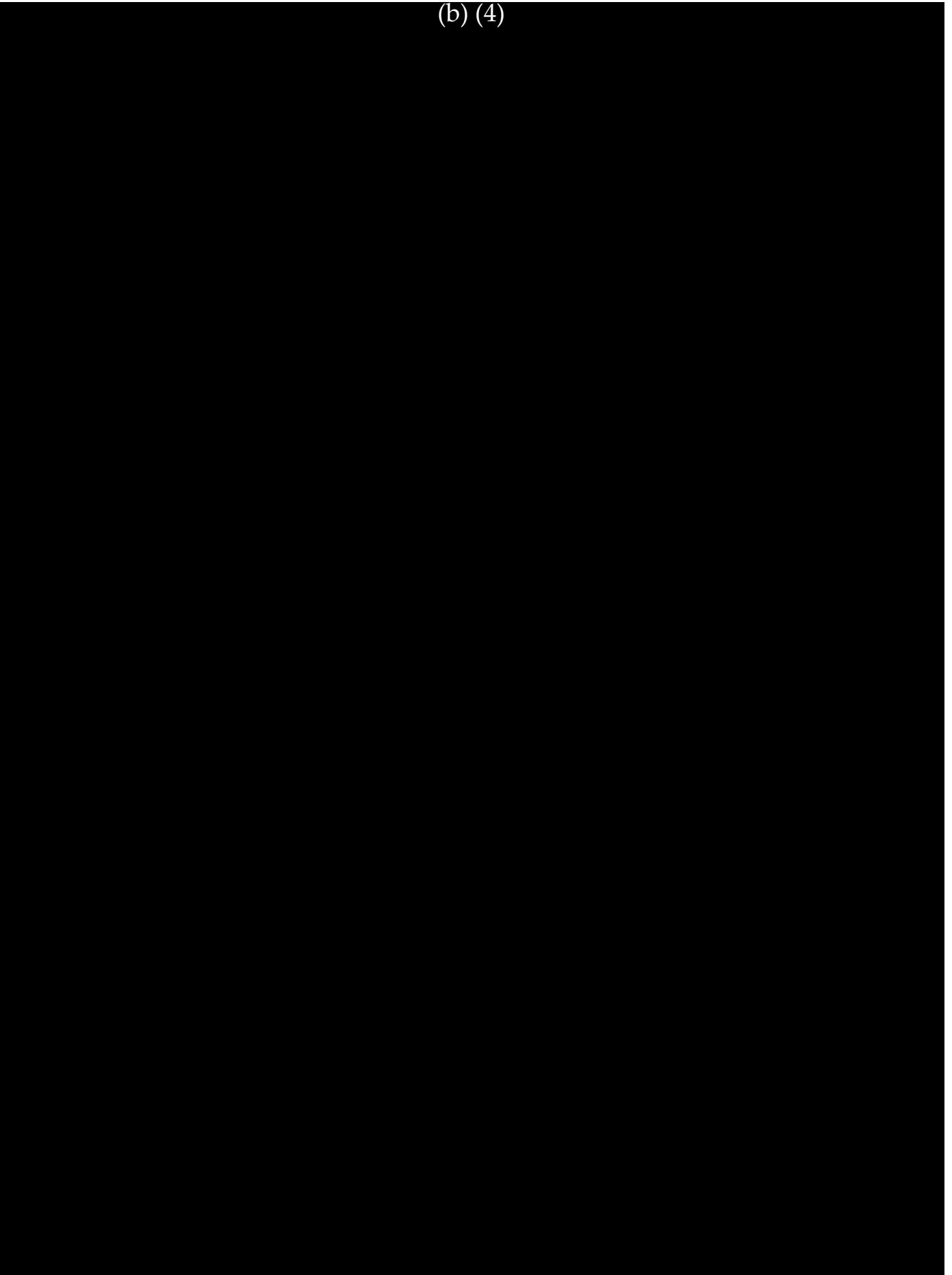
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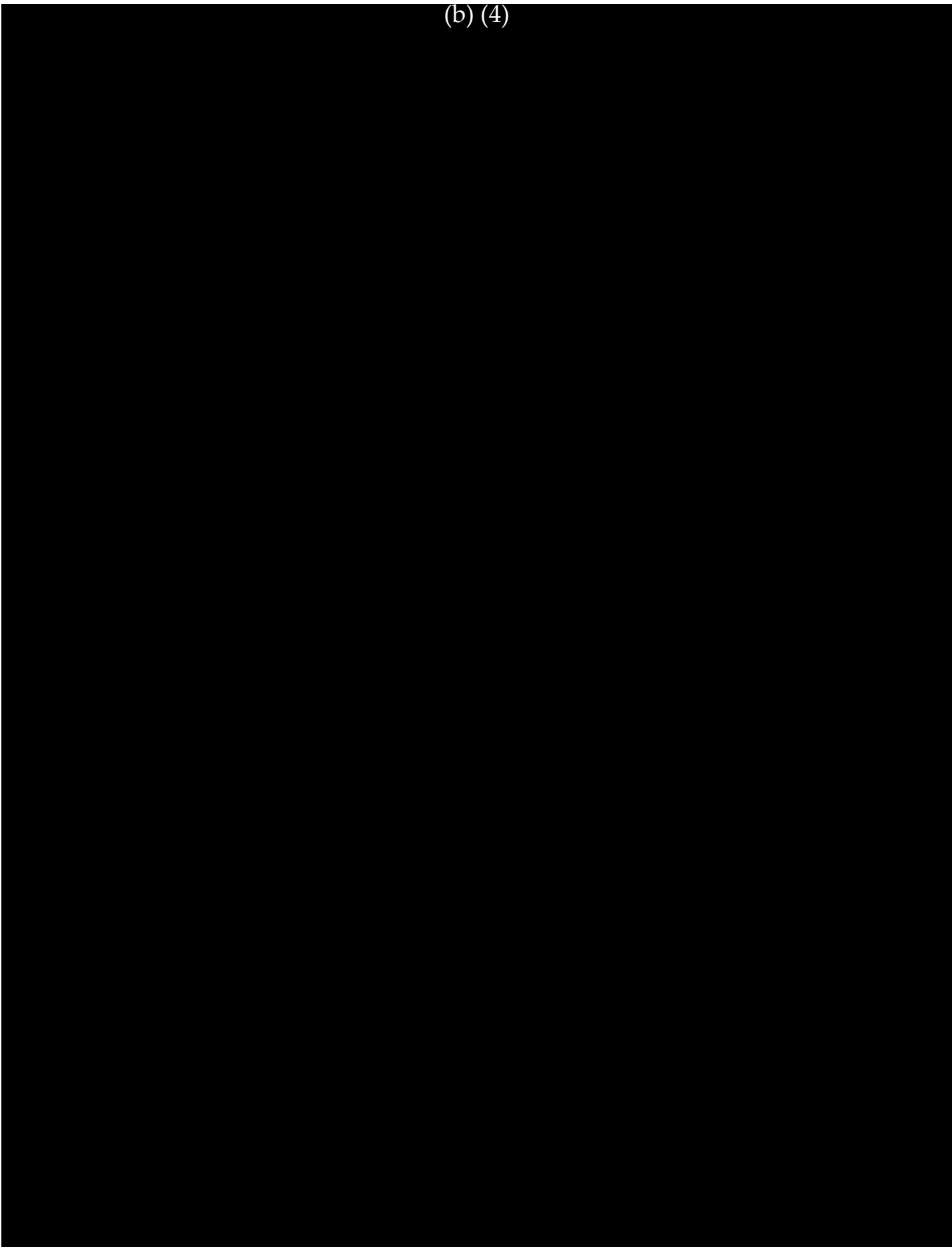
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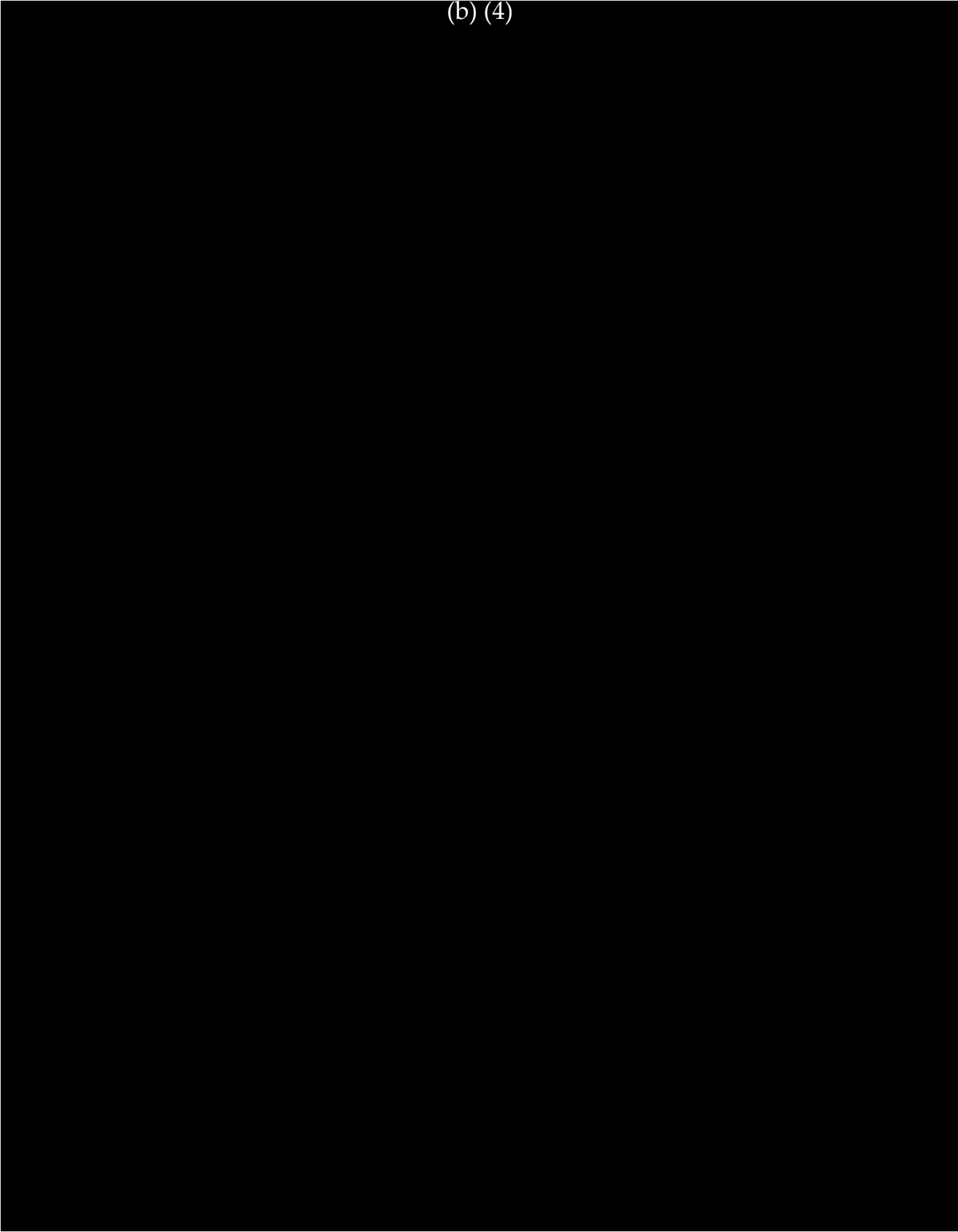
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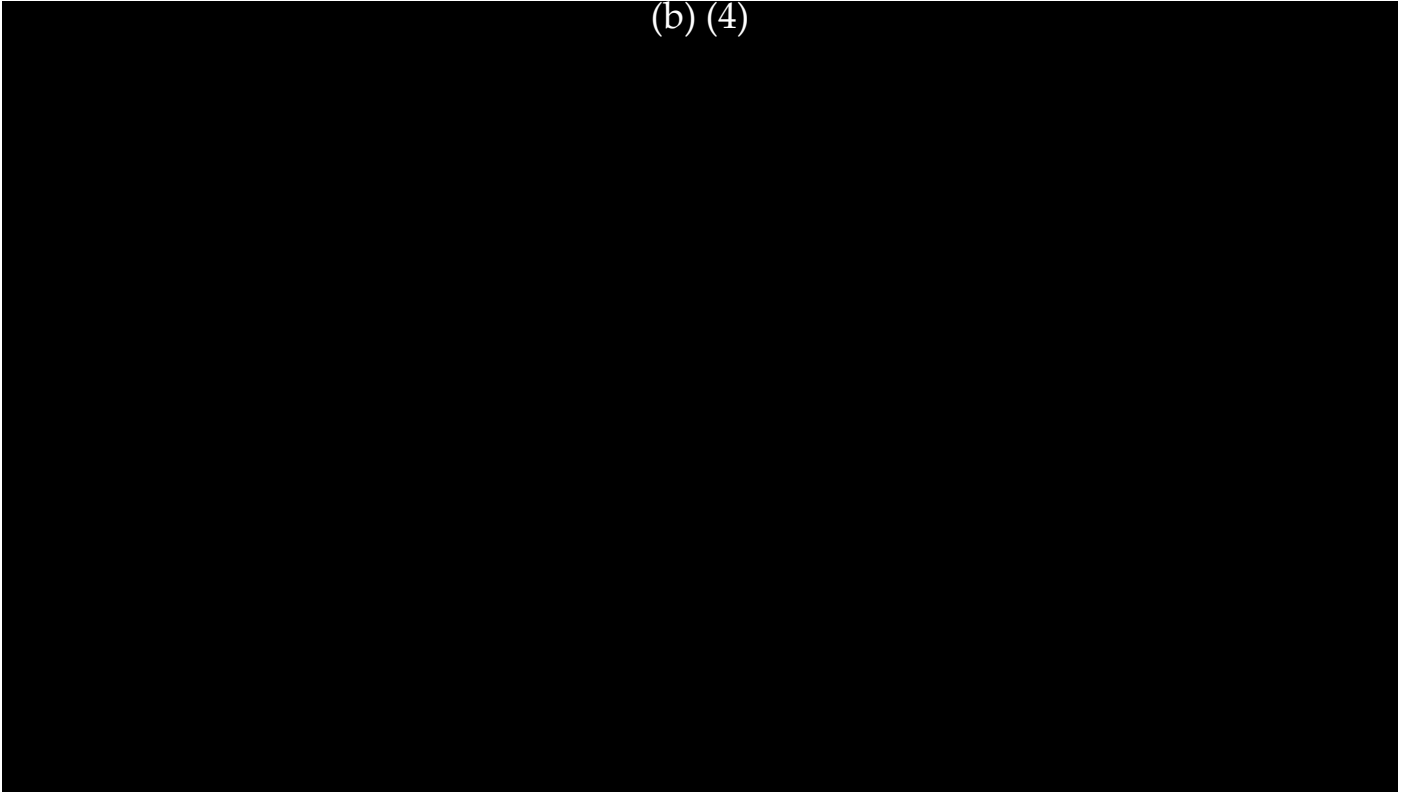
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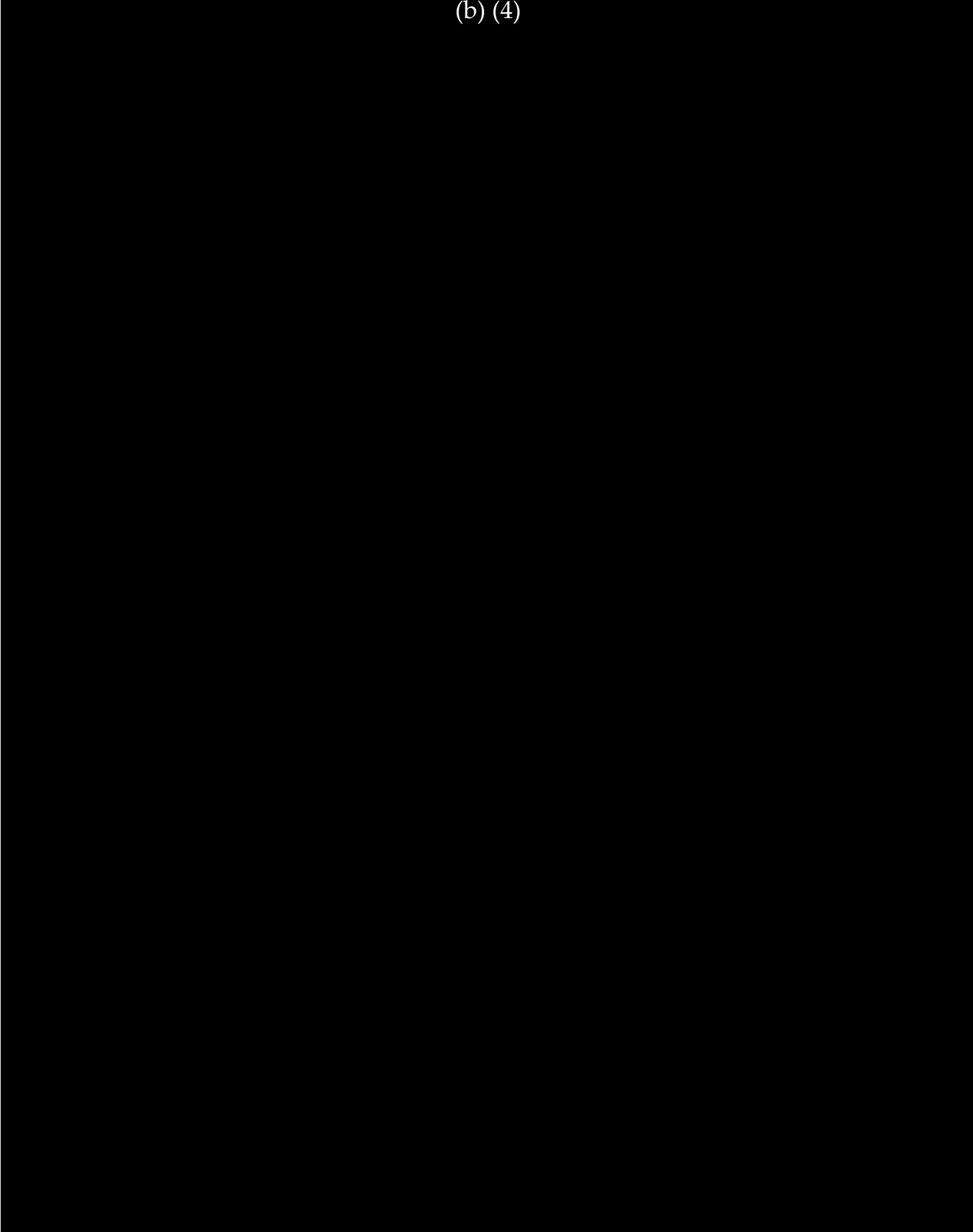
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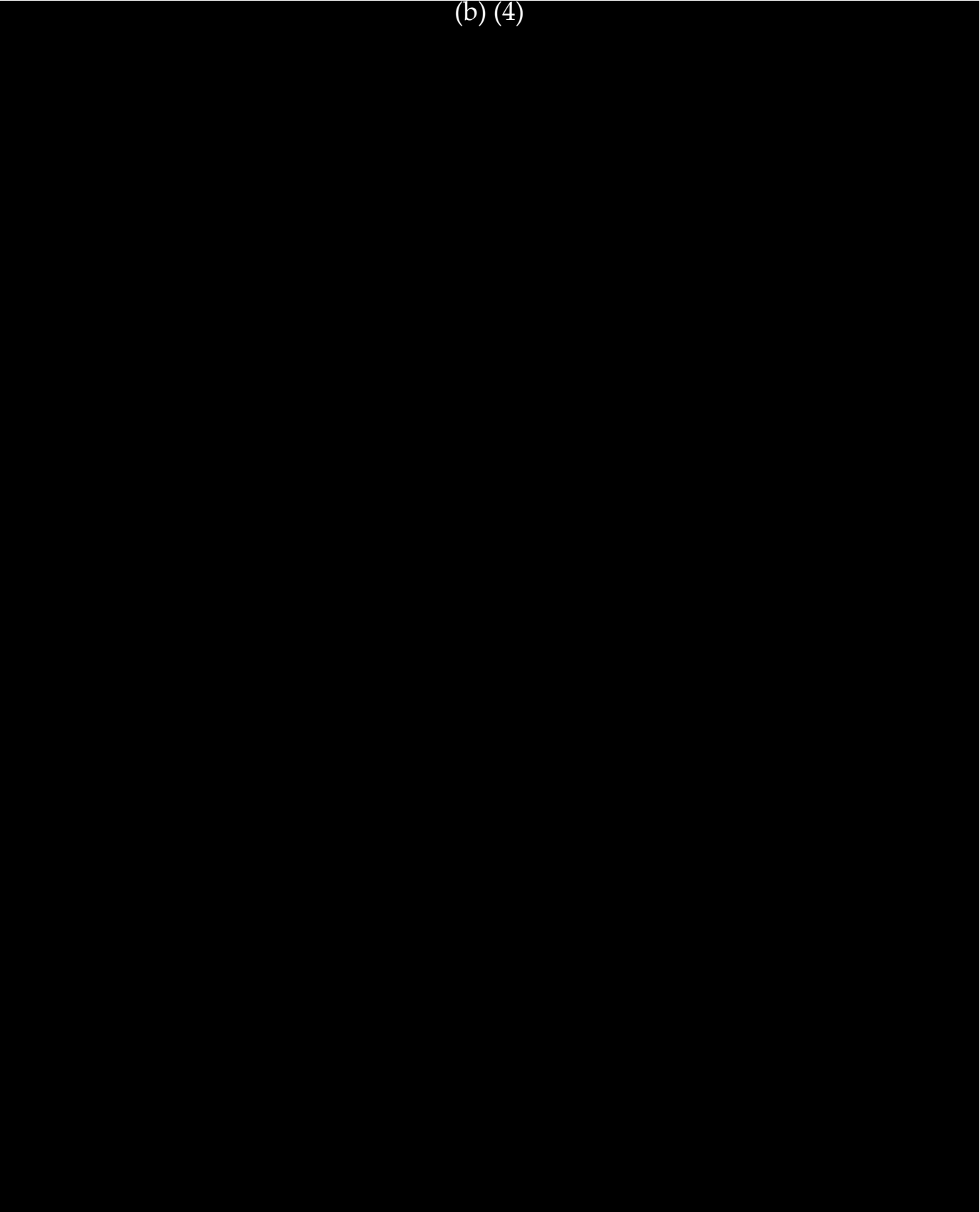
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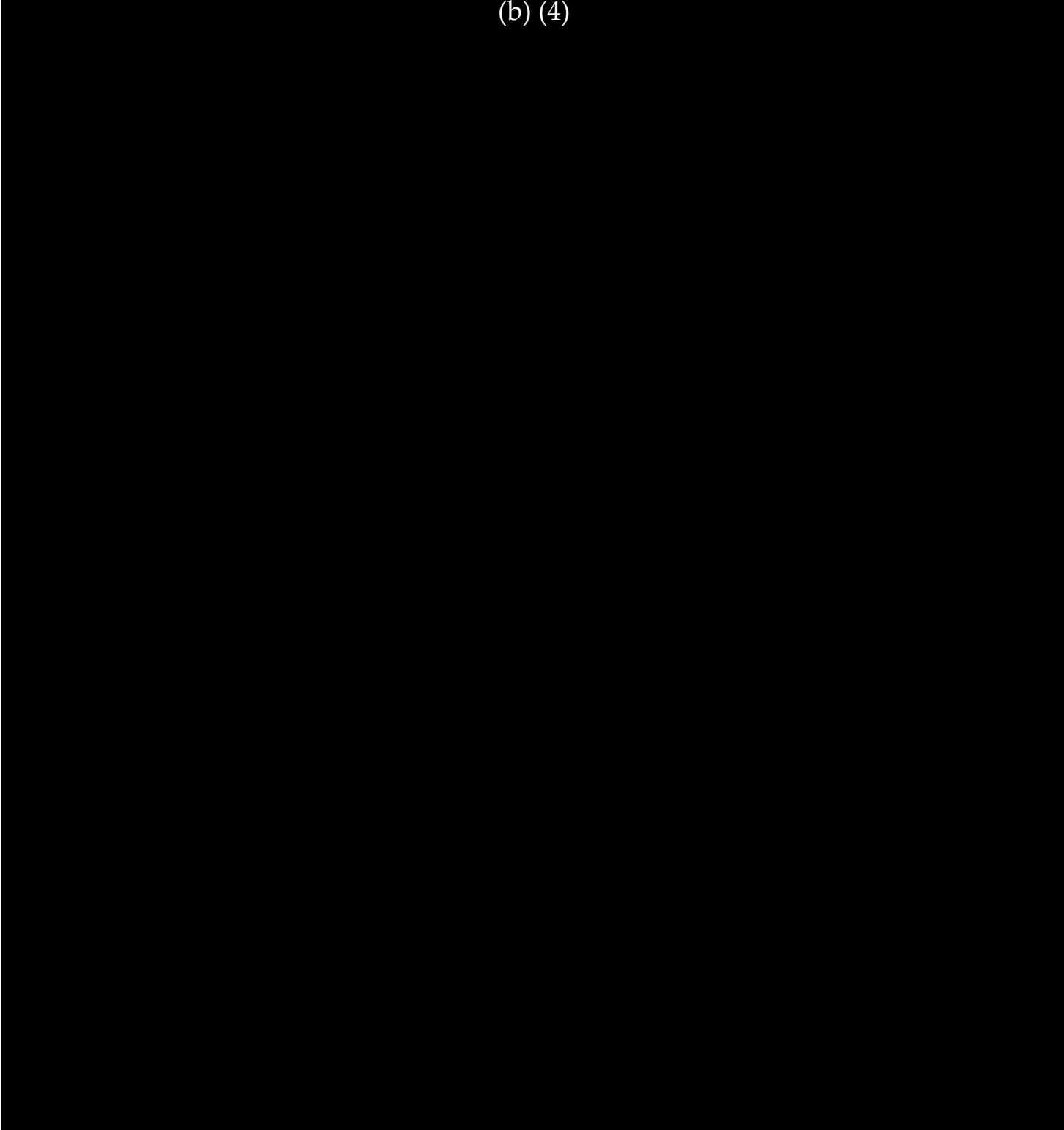
(b) (4)



(b) (4)



(b) (4)



Part C Information Assurance

C.1 Information Protection

The data that will be provided to the vendor, or the vendor is collecting on Bonneville's behalf, has a rating of **moderate** under the FIPS 199 Standards for Security Categorization of Federal Information and Information Systems.

As long as the vendor's employees only use Bonneville computer systems in support of this work, no additional requirements are set for the vendor to achieve.

However, if the contract employees or the vendor as a whole instantiates Bonneville information into the vendor's corporate logical or physical environment, the vendor will be responsible for the ensuring Bonneville's information is adequately protected.

Please see below for the level of protection and demonstration of proof that would be required:

The data is rated as a moderate. A moderate designation requires the vendor to provide protection of Bonneville data using the security controls as outlined in NIST 800-53rev5 or NIST 800-171rev2 or the ISO27001:2022 security controls. This protection must be verified through an independent 3rd party audit against NIST 800-53rev5 or NIST 800-171rev2 or the ISO27001:2022 security controls. The 3rd party audit must be completed **yearly**.

The vendor will be required to provide Bonneville with a date that they expect to have the audit performed and when Bonneville will receive the final report of the results of the audit. Bonneville will reserve the right to negotiate the timelines in the interest of protecting sensitive information.

C.2 Information Disposal Post Contract

All Bonneville information will be removed and destroyed from all vendor corporate systems as well as from all physical storage immediately following the end of the contract or warranty period.

Part D Vendor Onboarding

Bonneville shall furnish an ID badge/DOE Security Badge (and RSA Token where applicable) for logical and/or physical access to Bonneville for the Contractor. All Bonneville information subject to FISMA controls must be kept within the Bonneville network boundaries, unless otherwise explicitly approved by Bonneville in writing. No non-Bonneville electronic storage devices may be connected to the Bonneville network unless otherwise explicitly approved by Bonneville in writing.

The Bonneville network interface requires multiple authentications that include the ID badge/DOE Security Badge, account and password. Bonneville will provide all necessary network accounts for remote access to be used in the ongoing support described in the scope of services.

The following shall apply:

- a) The Contractor handling the information shall be issued an ID badge/DOE Security Badge (and RSA Token where applicable), which shall be requested and managed by the COR.
- b) The COR and Contractor shall be responsible for coordinating account activation and permissions to shared folders on the Bonneville network.
- c) The Contractor shall abide by Bonneville Power Administration Manual 1110 (BPAM 1110) Business use of Bonneville Information Technology Services Policy whenever using Bonneville equipment. BPAM 1110 is available by request or at the following internal site:
https://connection.bud.bpa.gov/workplace-resources/policy/policylibrary/BPAM_1110_Use_of_BPA_Tech_Services.pdf. Failure to abide by these rules may result in termination of access, permission, the contract and possible legal action by Bonneville.
- d) New Badged Contractor Required Training, including information security training to permit use of the ID badge/DOE Security Badge (and RSA Token where applicable), must be completed once they receive their Learning Nucleus account information and can be found on the Required Training site:
<https://connection.bud.bpa.gov/employee-center/training/Pages/Required-Training-Badged-Contractors.aspx>

- If the Contractor is badge-only (no logical access), printed copies of the required training must be provided to them. Once completed, they will need to send a signed FY Required Training Self-Study Attestation to the COR. The COR will then retain a copy of the badged contractor's signed attestation for their records and submits a copy to HR Training.
 - After completing initial required trainings, the Contractor will take them as regularly required for all badged contract personnel. Most of these trainings are repeated each fiscal year, as listed on the Required Training site linked above.
 - The COR and Contractor are responsible for tracking completed training and ensuring completion.
- e) Upon completion of the contract, the COR shall be responsible for terminating account access of the Contractor to the Bonneville network. The Contractor shall mail the ID badge/DOE Security Badge (and RSA Token where applicable) to the following address or return it to the COR if onsite:
 Bonneville Power Administration
 ATTN: COR (*****
 P.O. Box 3621
 Portland, OR 97208-3621
- f) The Contractor shall be responsible for the safe-keeping of the Bonneville issued ID badge/DOE Security Badge (and RSA Token where applicable) at all times. If your ID badge/DOE Security Badge is lost/stolen, it must be reported to the Office of Security and Continuity of Operations Office within one hour of discovery (reference: <https://connection.bud.bpa.gov/workplace-resources/security/Pages/ID-Badges-and-Credentials.aspx>), with an additional notification to the COR.
- g) The Contractor personnel shall only utilize the ID badge/DOE Security Badge (and RSA Token where applicable) when conducting work directly related to the Statement of Work. Any other work is unauthorized.
- h) The vendor must notify the COR within 4 hours if access is no longer needed for a contract resource. Access termination must be completed within 4 hours to comply with NERC-CIP standards.

Part E Badging

Bonneville facilities are secure and require a U.S. Government-issued badge for entry. Contractor resources involved with this project will be required to pass a background investigation before receiving their access badge.

- a) Description: Background investigation, vetting process, & ID Badge issuance is required to start work. This process can take 4 to 6 weeks to complete after requested (except in cases as noted below).
- b) Description: Alternate Remote System Access token or USB clamshell card reader can take 2 weeks to process and ship (if required).

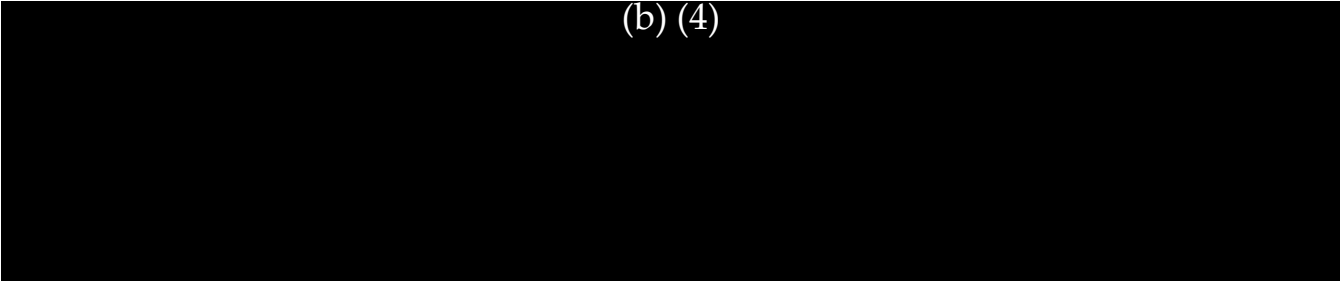
Part F Foreign Nationals

All foreign nationals (FN) must be processed through the Foreign National Access Program (FNAP) prior to any interaction with Bonneville personnel or projects. This process can take 30 or more days or may be denied depending on the sensitivity of the FN country or work being conducted. FN will be processed through their Bonneville POC/Contracting Officer Representative. If the FN is working on Bonneville projects remotely*, the Contractor shall report this information within 60 days of the project start date.

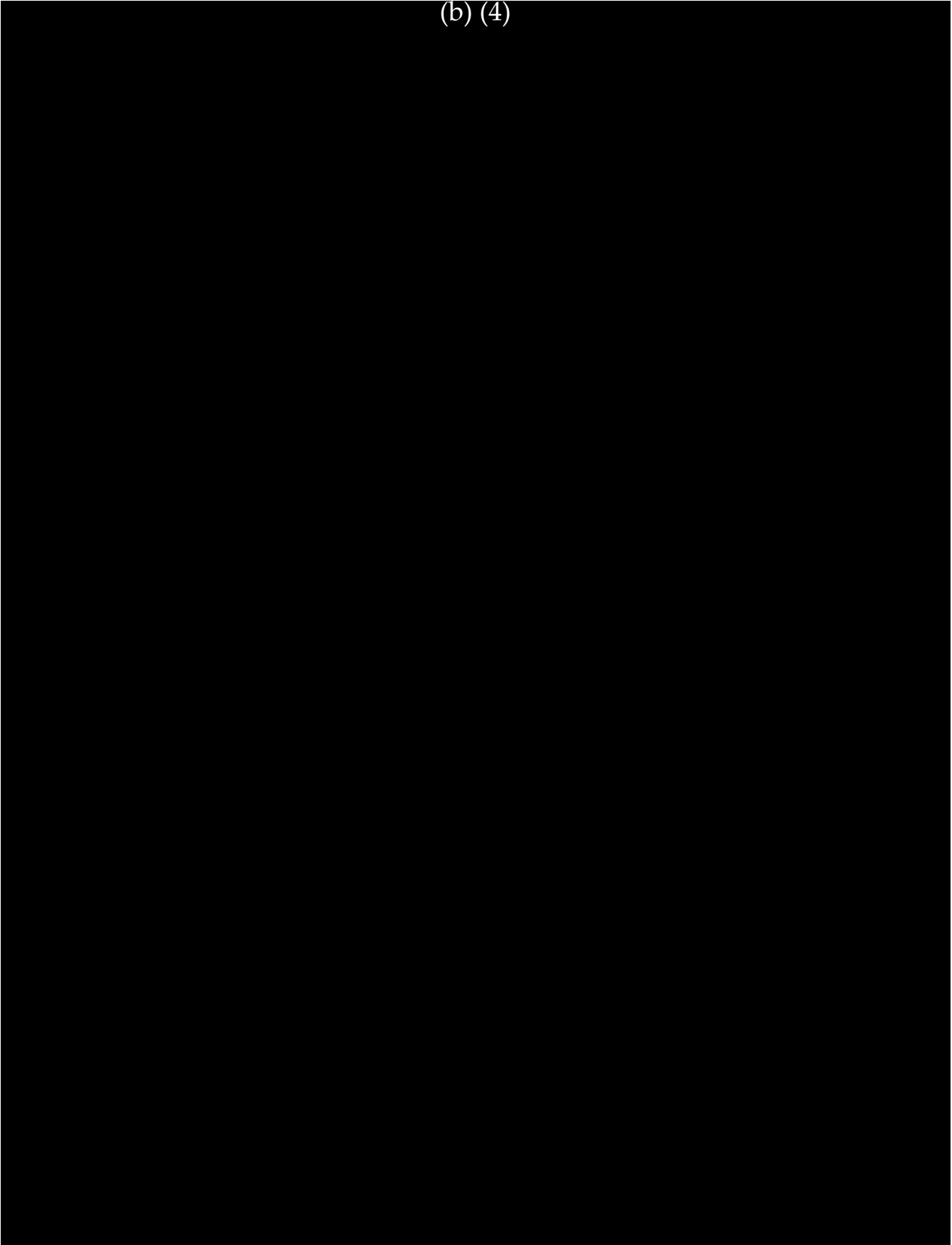
*Remote work is allowed in accordance with the Department of Energy (DOE). However, remote work must occur within the United States.

(b) (4)

(b) (4)



(b) (4)



ATTACHMENT F2

CONTRACT CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following link.

Bonneville Purchasing Instructions provisions and clauses; including Interim Policies: [Bonneville Purchasing Instructions - Bonneville Power Administration \(bpa.gov\)](https://www.bpa.gov/Bonneville-Purchasing-Instructions)

- 28-1.1 Contract-Basic Terms (FEB 2020) (28.3.4)
- 28-3 Invoice (OCT 2014) (28.3.4(h))
- 28-4.1 Payment – Firm-Fixed-Price (FEB 2020) (28.3.4)
- 28-5.1 Inspection/Acceptance – Firm-Fixed-Price (MAR 2018) (28.3.4)
- 28-6 Changes (JUL 2013) (28.3.4)
- 28-7 Stop Work Order (MAR 2018) (28.3.4)
- 28-8 Force Majeure/Excusable Delay (JUL 2013) (28.3.4)
- 28-9.1 Termination for Cause – Firm-Fixed-Price (MAR 2018) (28.3.4)
- 28-10.1 Termination for Convenience – Firm-Fixed-Price (MAR 2018) (28.3.4)
- 28-11 Warranty (JUL 2013) (28.3.4)
- 28-12 Limitation of Liability (JUL 2013) (28.3.4)
- 28-13 Disputes (JUL 2013) (28.3.4)
- 28-14 Indemnification (MAR 2018) (28.3.4)
- 28-16 Title (MAR 2018) (28.3.4)
- 28-17 Taxes (JUL 2013) (28.3.4)
- 28-18 Assignment (MAR 2018) (28.3.4)
- 28-19 Other Compliances (JUL 2013) (28.3.4)
- 28-20.2 Requirements Unique to Government Contracts – Services (APR 2025) (28.3.4)
- 28-21 Order of Precedence (FEB 2020) (28.3.4)
- 28-22 Applicable Law (JUL 2013) (28.3.4)
- 28-23 Internet Protocol Version (FEB 2022) (28.3.4)

- 3-9 Restriction on Commercial Advertising (FEB 2020) (3.5.2)
- 4-2 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (FEB 2020) (4.10.3)
- 4-4 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (FEB 2022) (4.11.5(b))
- 5-2 Privacy Protection (MAR 2018) (5.1.4(b))
- 5-3 Privacy Act (MAR 2018) (5.1.4(c))
- 7-39 Option to Extend Services (FEB2020) (7.9.8(f))
- 7-40 Option to Extend the Term of the Contract (FEB 2020) (7.9.8(g))
- 14-2 Contract Administration Representatives (MAR 2018) (14.1.5(b))
- 14-18 Bankruptcy (OCT 2005) (14.19.3)
- 15-15 Screening Requirements for Personnel Having Access to Bonneville Facilities (FEB 2022) (15.7.2.1)
- 15-16 Access to Bonneville Facilities and Computer Systems (FEB 2018) (15.8.3)
- 15-17 Information Assurance (FEB 2022) (15.9.4)
- 15-18 Homeland Security (FEB 2022) (15.10.3)
- 17-10 Commercial Software Contractor License (MAR 2018) (17.2.1.2(b))

ATTACHMENT F2

CONTRACT CLAUSES INCORPORATED BY FULL TEXT

MINIMUM INSURANCE COVERAGE (16-8) (FEB 2022) (16.4.8.2)

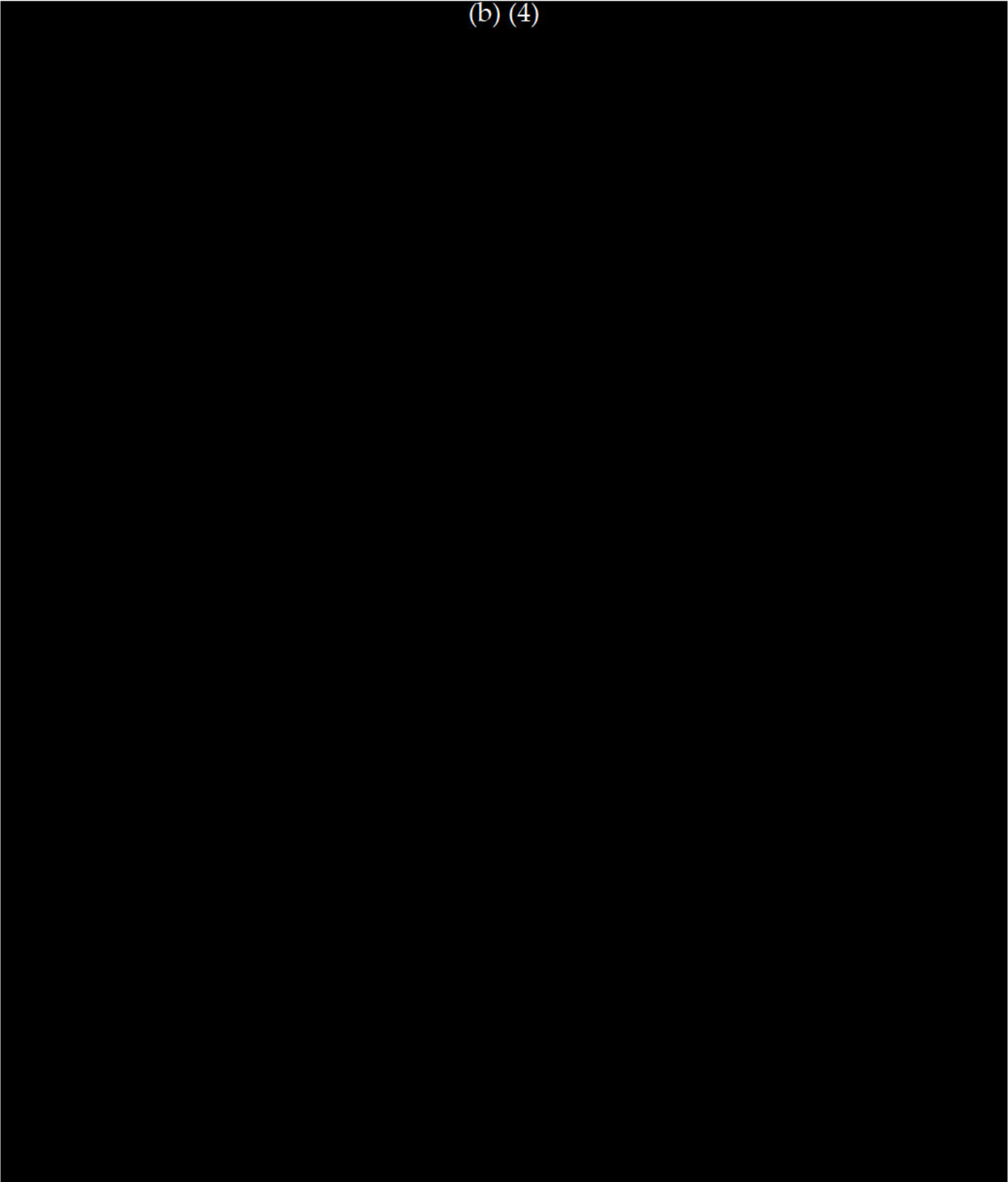
The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract. The Contracting Officer shall check all that apply and insert amounts as they pertain to each individual contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.
- (c) Property damage liability. Additional property damage liability insurance shall be required when the contractor is engaged in the handling and/or transportation and/or disposal of hazardous wastes
- (d) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (e) Watercraft liability. When watercraft is used in connection with performing the work, watercraft liability insurance of at least \$1,000,000 per occurrence coverage is required.
- (f) Pollution liability. The Contractor shall provide environmental impairment liability insurance of at least \$1,000,000 per occurrence. Such insurance will include coverage for the clean-up, removal, storage, disposal, transportation and/or use of pollutants. The insurance policy shall name BPA, its officials, officers, employees and agents as additional insureds. The contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville.
- (g) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (h) Medical malpractice liability. The Contractor shall maintain medical malpractice liability insurance of at least \$1,000,000 per occurrence.
- (i) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

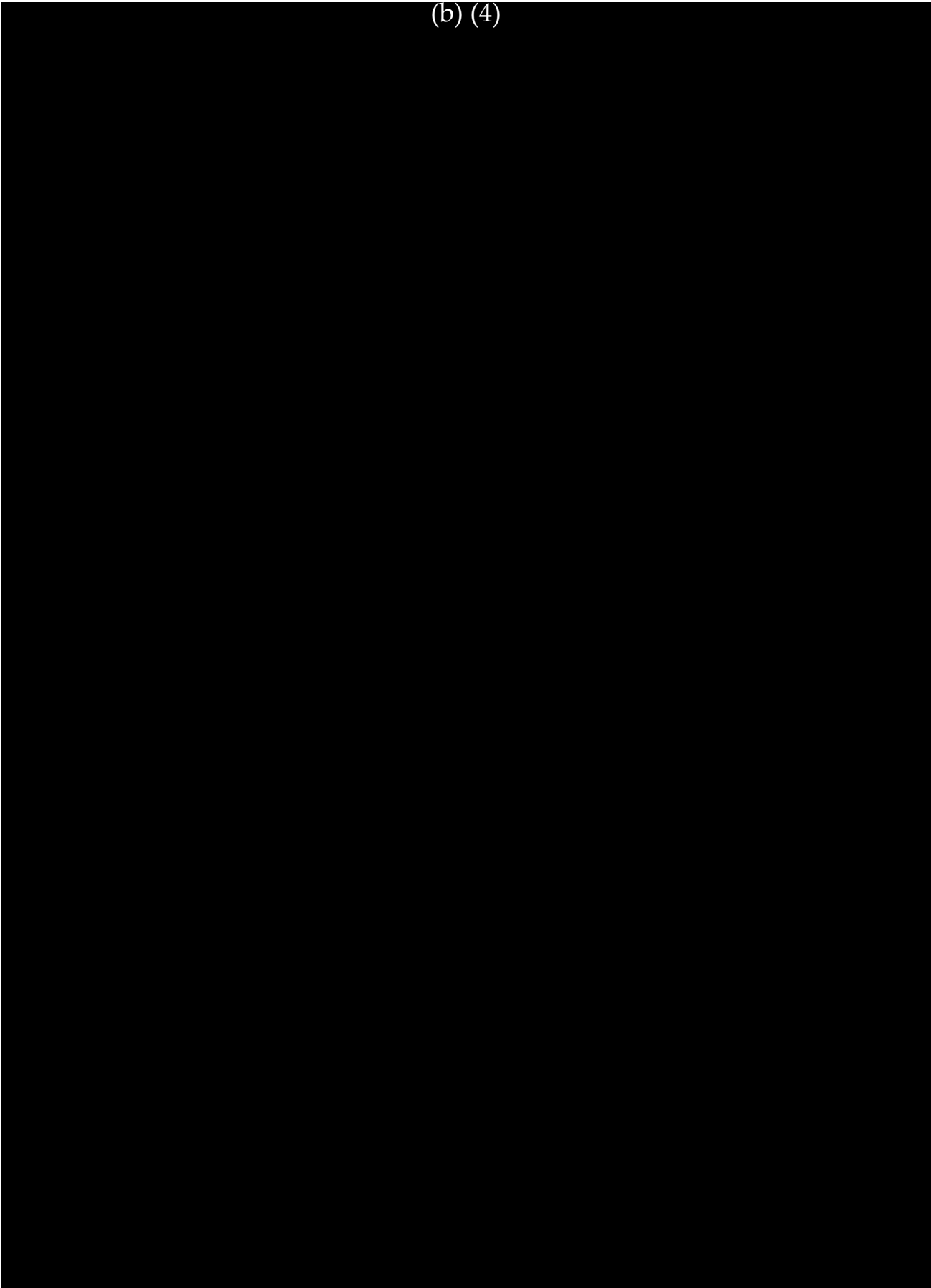
Attachment A – Terms

MICRO FOCUS MASTER PROFESSIONAL SERVICES AGREEMENT

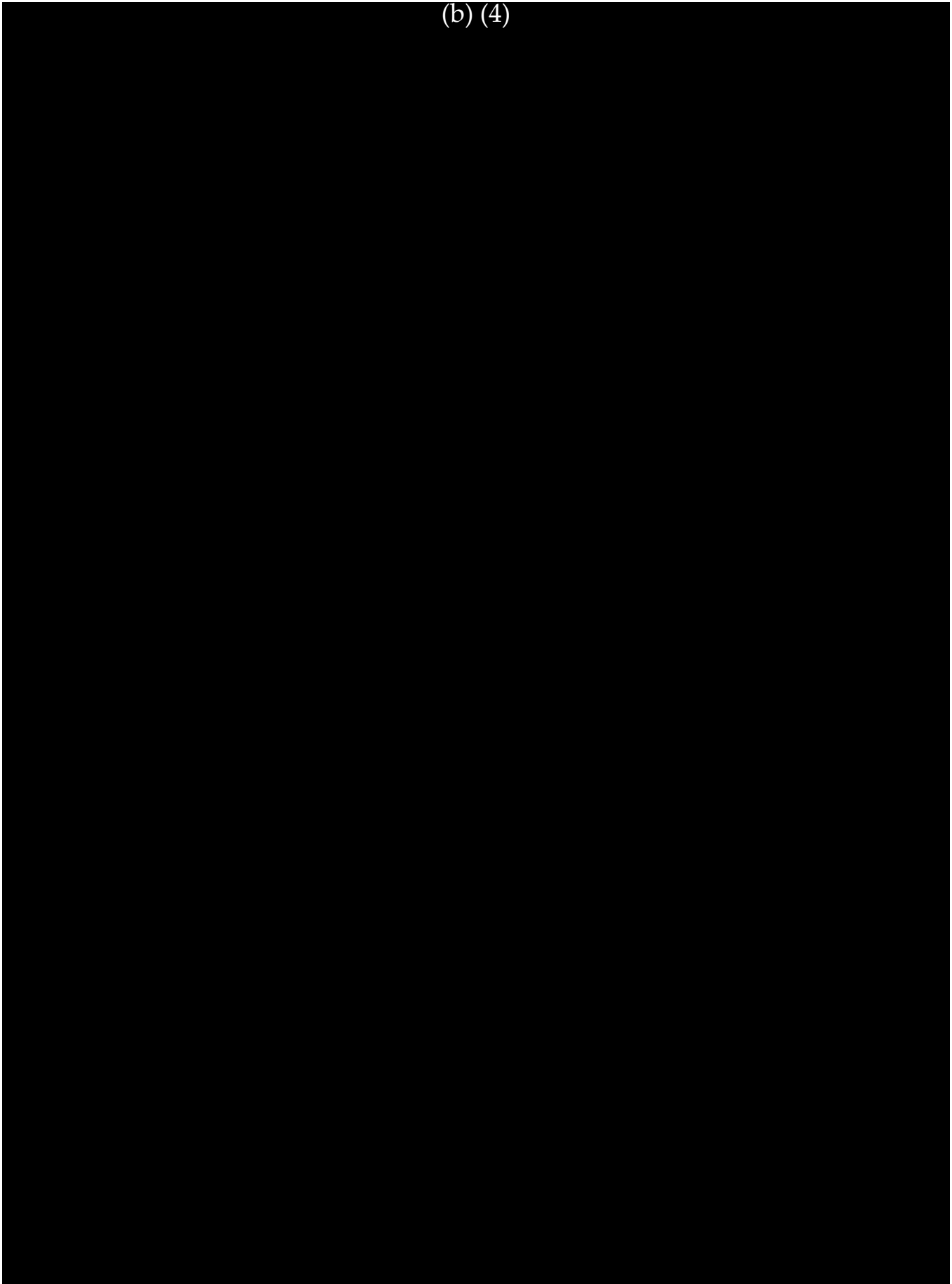
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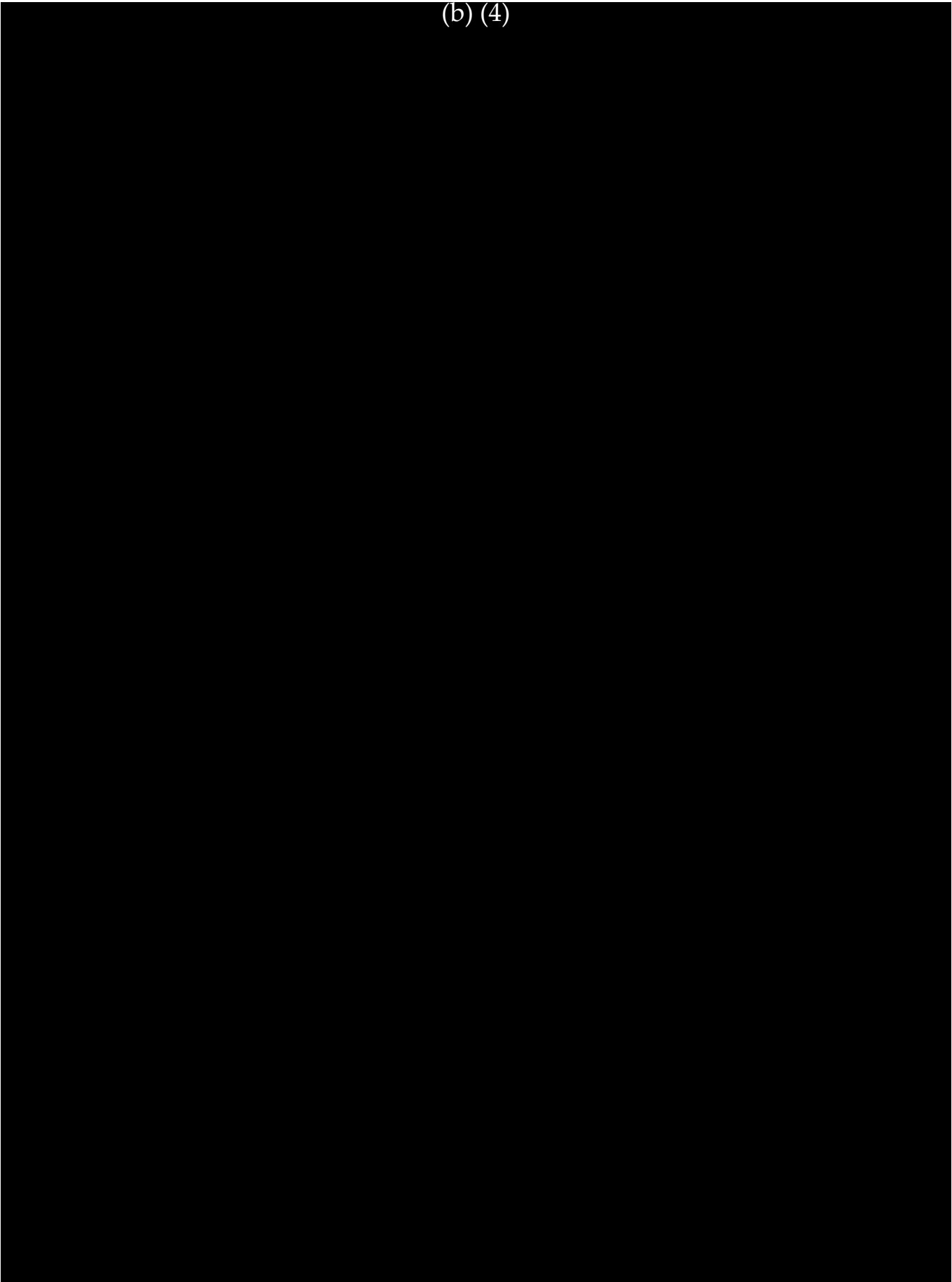
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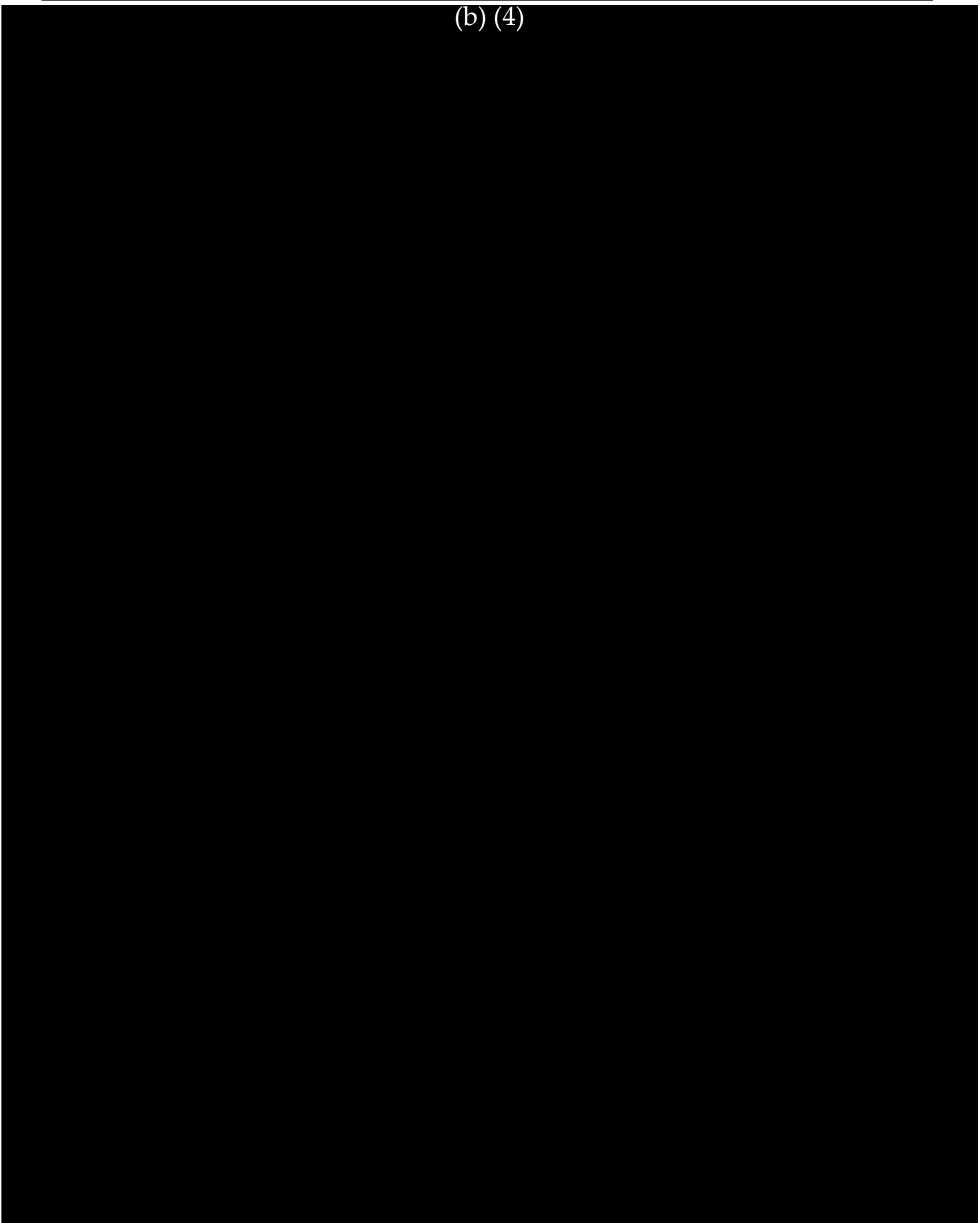
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(b) (4)



**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
AMENDMENT OF SOLICITATION/MODIFICATION OF
CONTRACT/ORDER**

PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT

This data is used to amend a solicitation or modify a contract or order. This form will assist in ensuring all changes are applied appropriately. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB) US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

1. Solicitation/Contract/Order Number: BPA- 20 - Purcha - 86572		2. Amendment/Modification Number: M - 001	
3. Effective Date: 12/07/2021	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Amelija Brown, 503-230-3821, albrown@bpa.gov	

AMENDMENTS OF SOLICITATIONS

6. The above numbered solicitation is amended as set forth in Item 12. The hour and date specified for receipt of Offers, is extended to _____ is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation. If a signature is requested in Item 11, acknowledge this amendment by completing Items 13 and 14 and returning the amendment with your proposal. Failure of your acknowledgment to be received at the place designated for the receipt of proposal prior to the hour and date specified may result in rejection of your proposal. If by virtue of this amendment you desire to change a proposal already submitted, such a change must be received prior to the due date and hour specified in the solicitation.

MODIFICATIONS OF CONTRACTS/ORDERS (Modifies the contract/order as described in item 12.)

<input checked="" type="checkbox"/>	7. This unilateral modification is issued pursuant to: (specify authority below). The changes set forth in item 12 are made in the Contract/Order in Item 1.
<input type="checkbox"/>	8. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, spelling correction, etc.) set forth in item 12 pursuant to the authority of BPI Part 14.10.3(b)(1).
<input type="checkbox"/>	9. Bilateral/Other (specify authority):

10. Accounting and Appropriation Data (used for COOP event only):

IMPORTANT 11. Contractor is not, is required to sign this document and return via email to the Contract Specialist.

12. Description of Amendment/Modification (Attach additional documentation if needed and state SEE CONTINUATION SHEET.)

The purpose of this Modification is to Exercise Option Year 001 (CLIN 1001) of the contract. This modification consists of this Signature Page. The following items have been modified:

1. Option Year 001 is excised extending the performance period from December 07, 2021 through December 06, 2022. Funding in the fixed price of \$487,565.08 is hereby obligated and the total contract value has changed from \$464,342.83 to \$951,907.91.

All other terms of Contract 85672 remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 1 or 2 remain unchanged.

13. Company Name:

CARASOFT TECHNOLOGY CORP

14a. Name, Phone and Title of Signer: Megan Wyman; Renewals Account Representative		15a. Name of Contracting Officer: Amelija Brown	
14b. Contractor/Offeror By: _____ (Signature of person authorized to sign)	14c. Date Signed: 10/20/2021	15b. Signature of Contracting Officer By: _____ (Signature of Contracting Officer)	15c. Date Signed:

MODIFICATION CONTINUATION SHEET

I. MUST CHECK ONE

<input type="radio"/>	A. THIS CHANGE ORDER OR OTHER UNILATERAL CHANGE IS ISSUED PURSUANT TO: <i>(Specify authority)</i>
<input type="radio"/>	B. ADMINISTRATIVE CHANGE SET FORTH IN ITEM II: <i>(Such as typographical errors, funding data, etc.)</i>
<input checked="" type="radio"/>	C. THIS CONTRACTUAL MODIFICATION IS ISSUED PURSUANT TO: <i>(Specify authority)</i> 7-40 Option to Extend the Term of the Contract (FEB 2020)

II. DESCRIPTION OF MODIFICATION/REVISION

BPA Contract 88809 Modification 001

The purpose of this Modification is to Exercise Option Year 001 (per Section 8.0 of the attached Statement of Work). This modification consists of a Signature Page, this Task Order Modification Continuation Page, a conformed copy of the Schedule of Pricing and unchanged Statement of Work. The following items have been modified:

- In accordance with BPI Clause 7-40, Option Year 01 has been exercised and funding in the fixed amount of \$2,000,395.92 and the total contract value has changed from \$ 985,416.72 to \$2,000,395.92. The following Schedule of Pricing have been updated in accordance with Option Year 001 and shall become effective September 1, 2022:

CLIN	Description	QTY	Unit	Unit Price	Total Price
0001	Base Year (September 1, 2021 through August 31, 2022) Steady state operations and maintenance - PPM	(b) (4)			
0002	Base Year (September 1, 2021 through August 31, 2022) Steady state operations and maintenance - Big Data (DCS	(b) (4)			
0003	Option Year 001 (September 1, 2022 through August 31, 2023) Steady state operations and maintenance - PPM	(b) (4)			
0004	Option Year 001 ((September 1, 2022 through August 31, 2023) Steady state operations and maintenance - Big Data (DCS)	(b) (4)			
Total Option Year 001 Fixed Price: \$1,014,979.20					
Total Fixed Price Contract Value: \$2,000,395.92					

- The performance period has been extended until August 31, 2023.

All BPA terms and conditions (88809) remain unchanged and shall apply. The attached Statement of Work for SMS Services from Carahsoft remains unchanged and shall apply.

Please note BPA Contract 88809 on all invoices and send them via email to the following: Bonneville Power Administration
Attn: Heather Johnston (JSI-3)

Email to: hdjohnston@bpa.gov

CO: Ameliaja Brown, 503-230-3821
COTR: Heather Johnston, 503-230-3586



Statement of Work for Bonneville Power Administration SMS Services from Carahsoft

SOW ID: 1322925

Important Confidentiality Notice

This Statement of Work is proprietary to Carahsoft Technology Corp and contains Carahsoft Technology Corp Confidential Information. It may not be disclosed in whole or in part without the express written authorization of Carahsoft Technology Corp. No portion of this Statement of Work may be duplicated or used for any purpose other than to receive Services or Deliverables from Carahsoft Technology Corp described herein.

© Copyright 2020 Carahsoft Technology Corp.

Carahsoft Contact

(b) (4)

MFGS Software Services Contact

(b) (4)

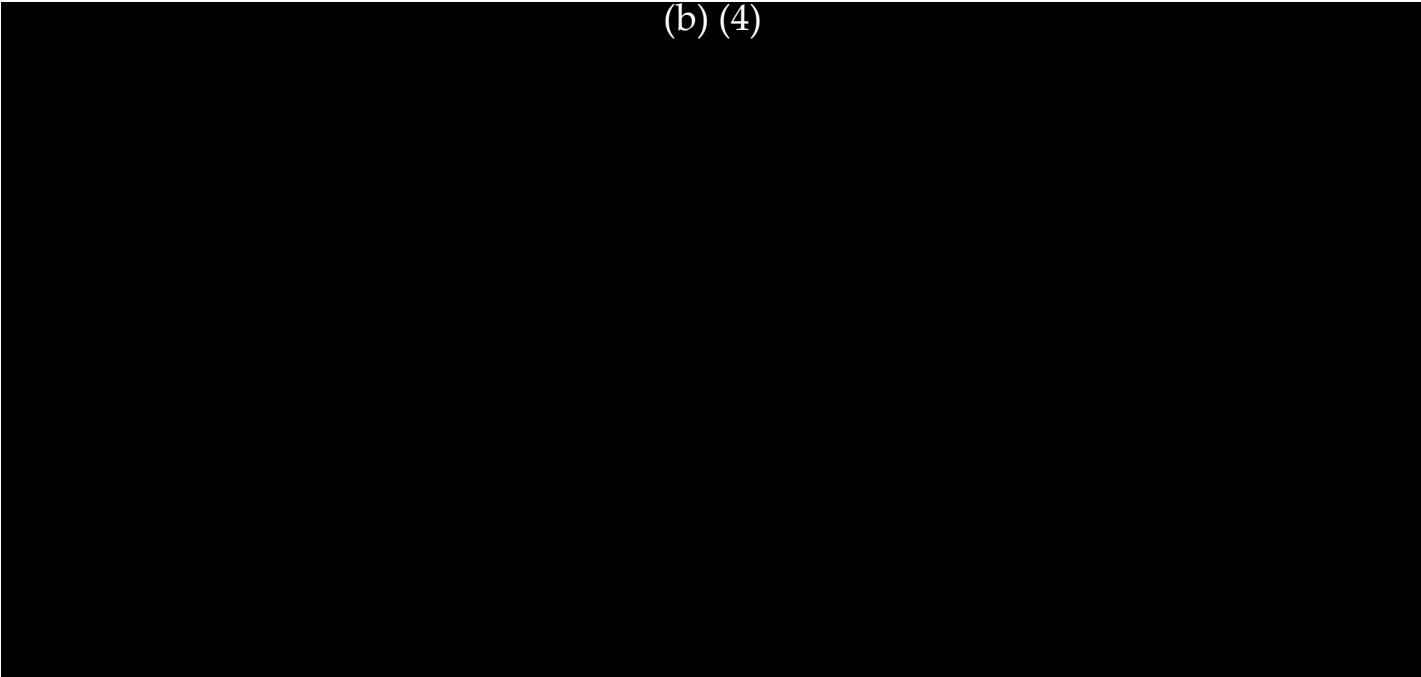
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 - 1.2. Services Overview..... 5
 - 1.3. Term..... 6**
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1.0 Statement of Work Information

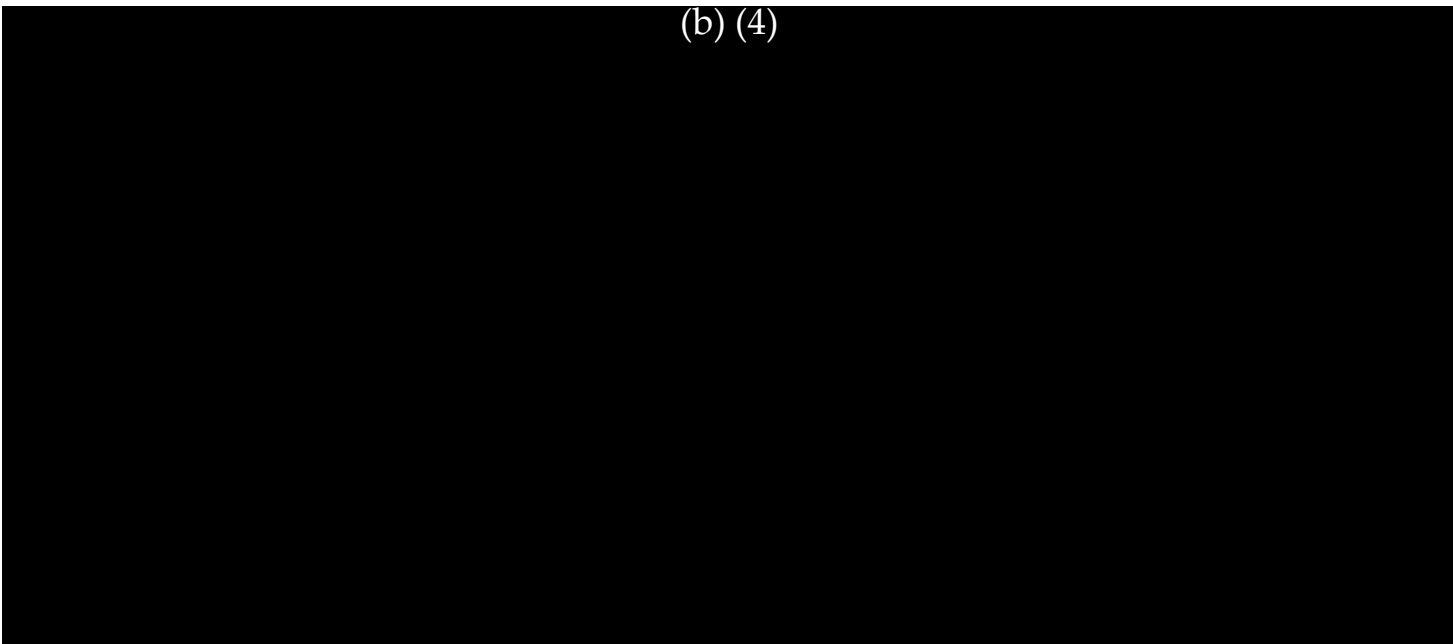
1.1. Introduction

(b) (4)



1.2. Services Overview

(b) (4)

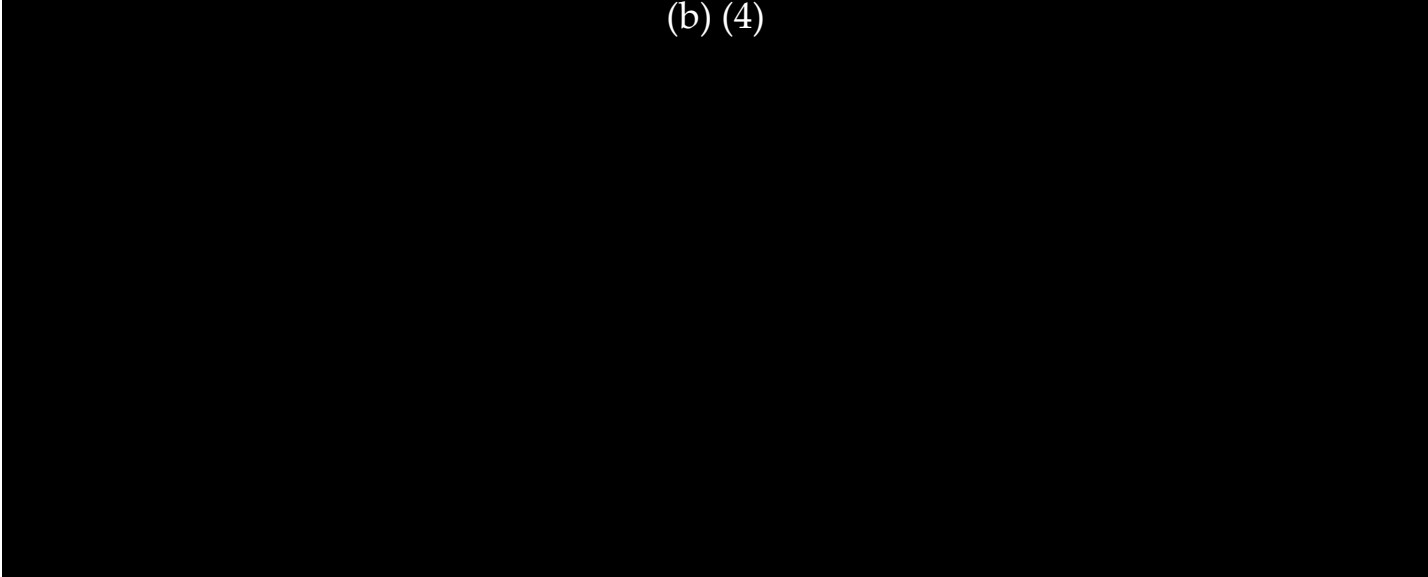


1.3. Term

Carahsoft and MFGS shall provide the Services for a period of 12 months (“**Term**”) in accordance with this SOW. Service commencement date is mutually defined by MFGS and the Customer for September 1, 2021.

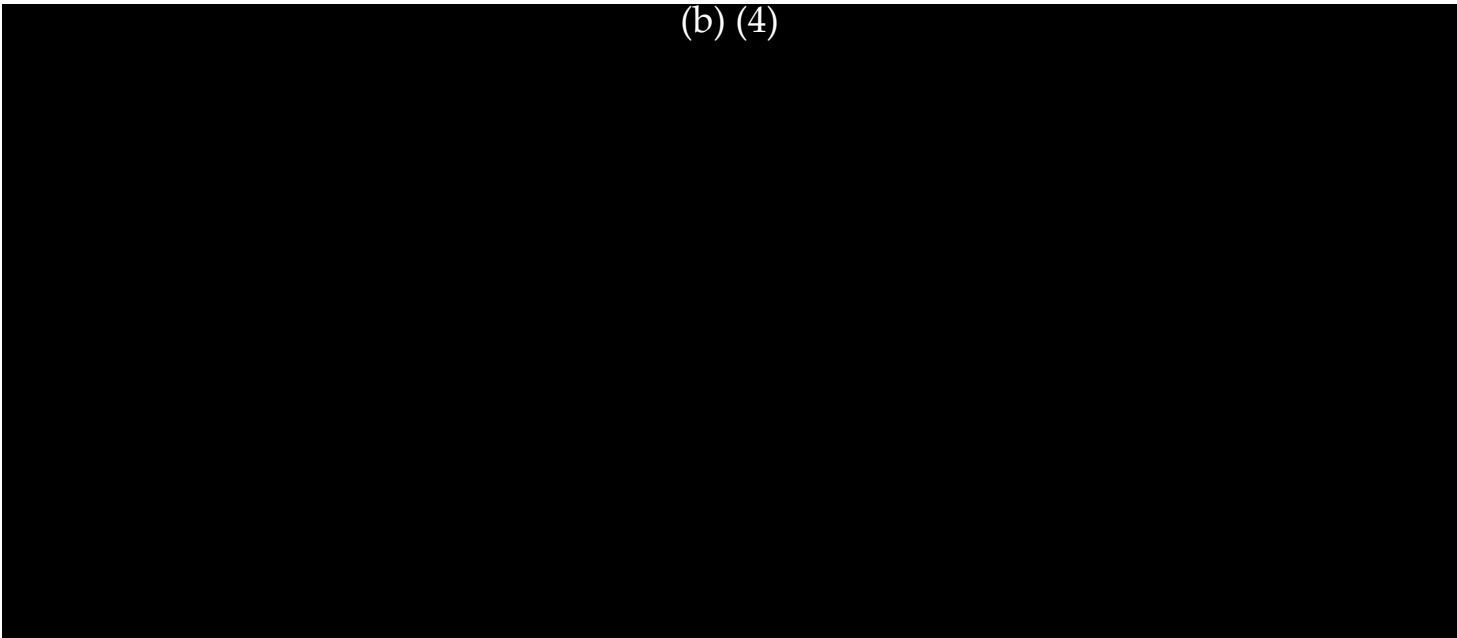
1.4. Services Approach

(b) (4)

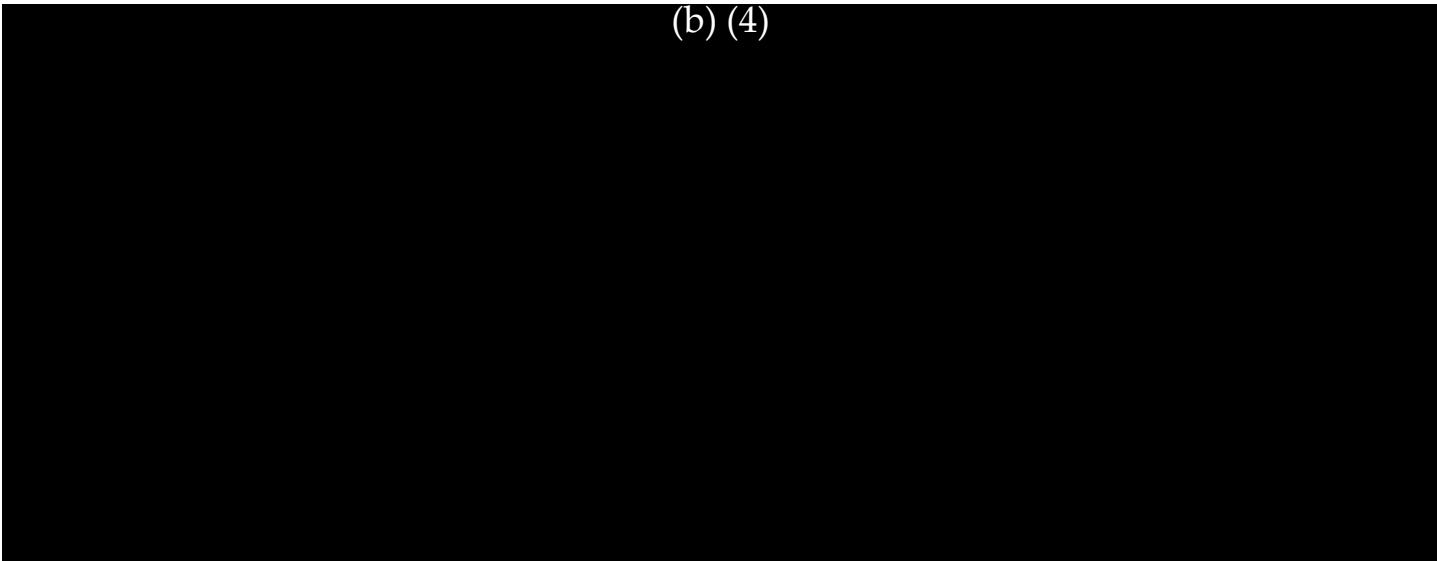


1.5 Case Management

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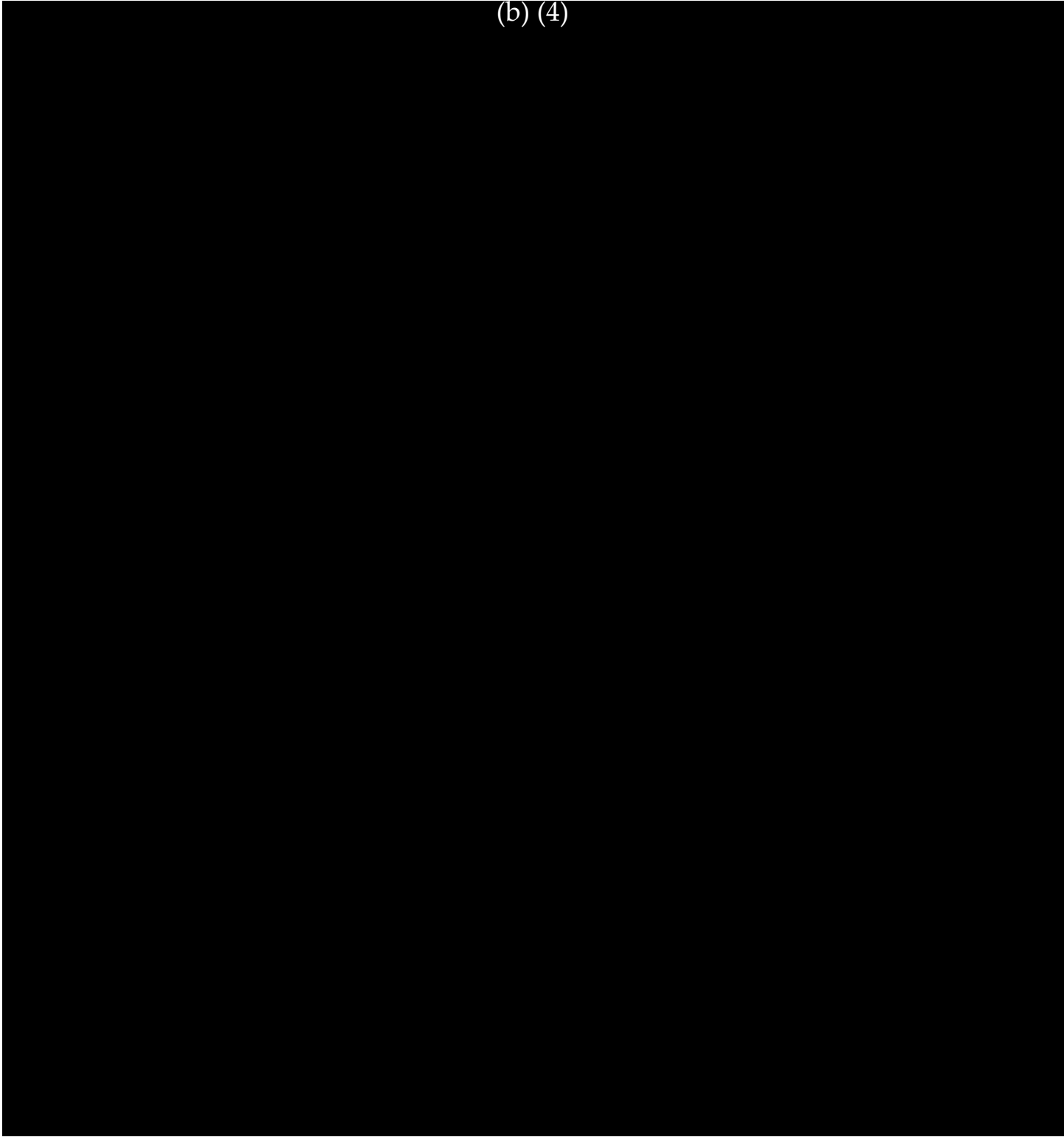


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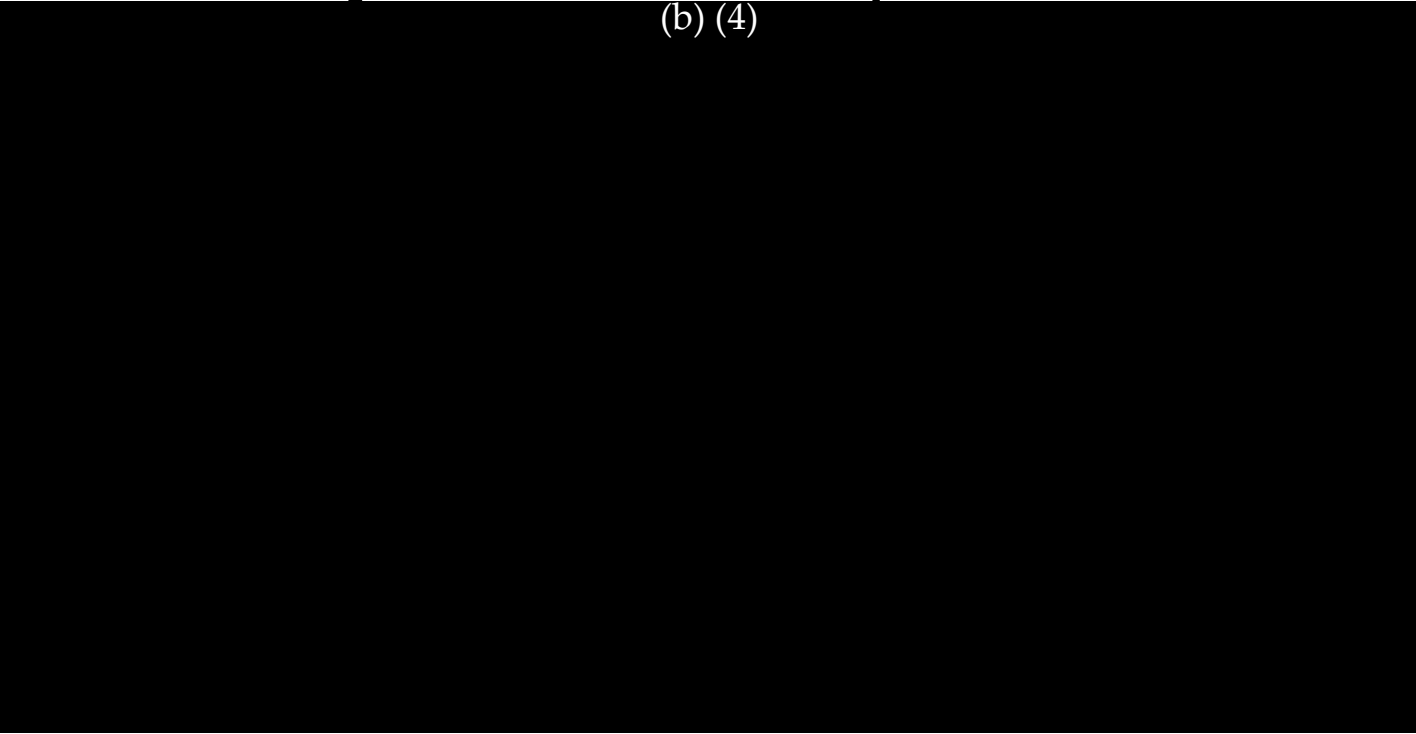
2.0 Definition of Solution Components

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3.0 Steady State Services Scope

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3.1 Reactive Services

(b) (4)

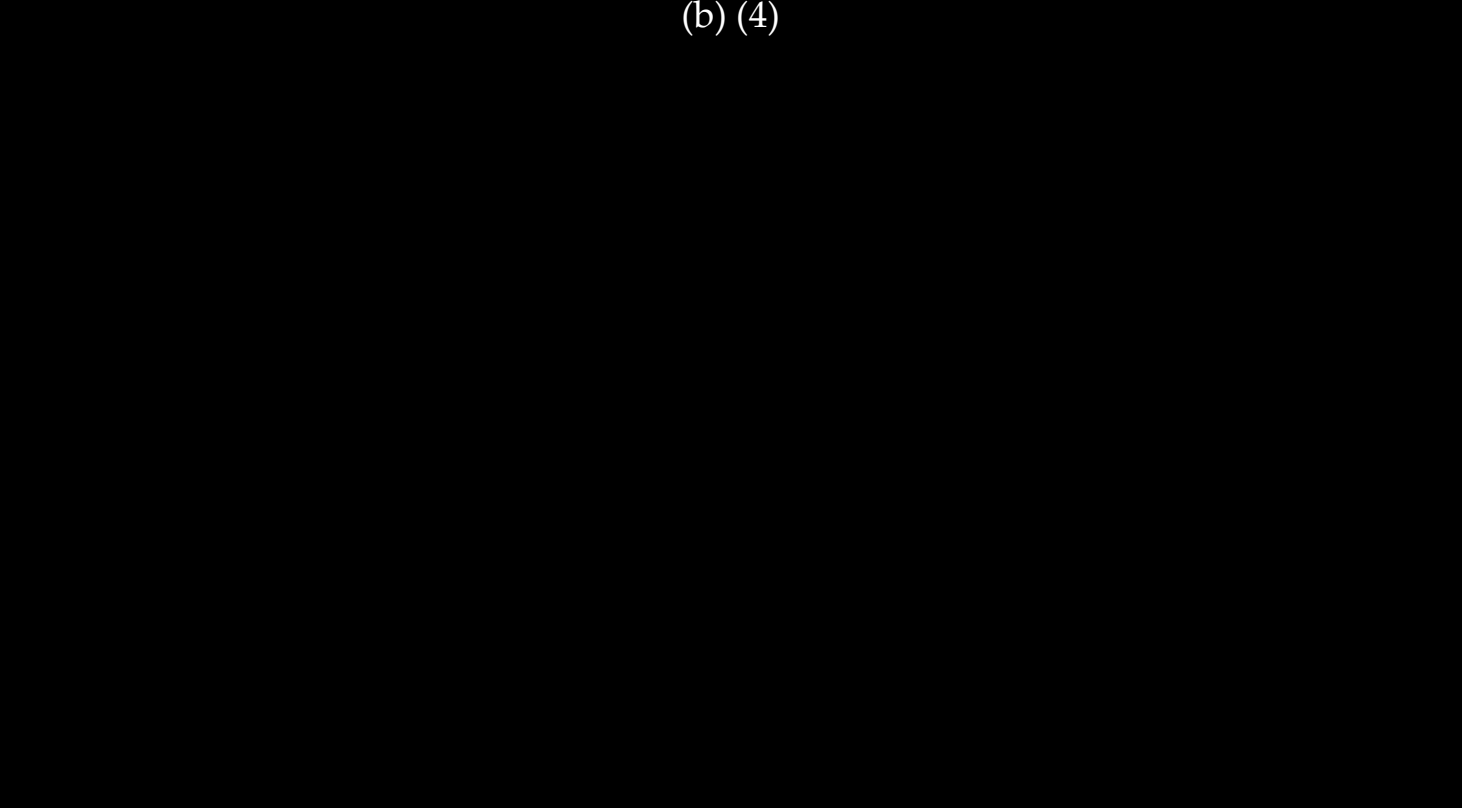


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3.2 Advisory Services

(b) (4)



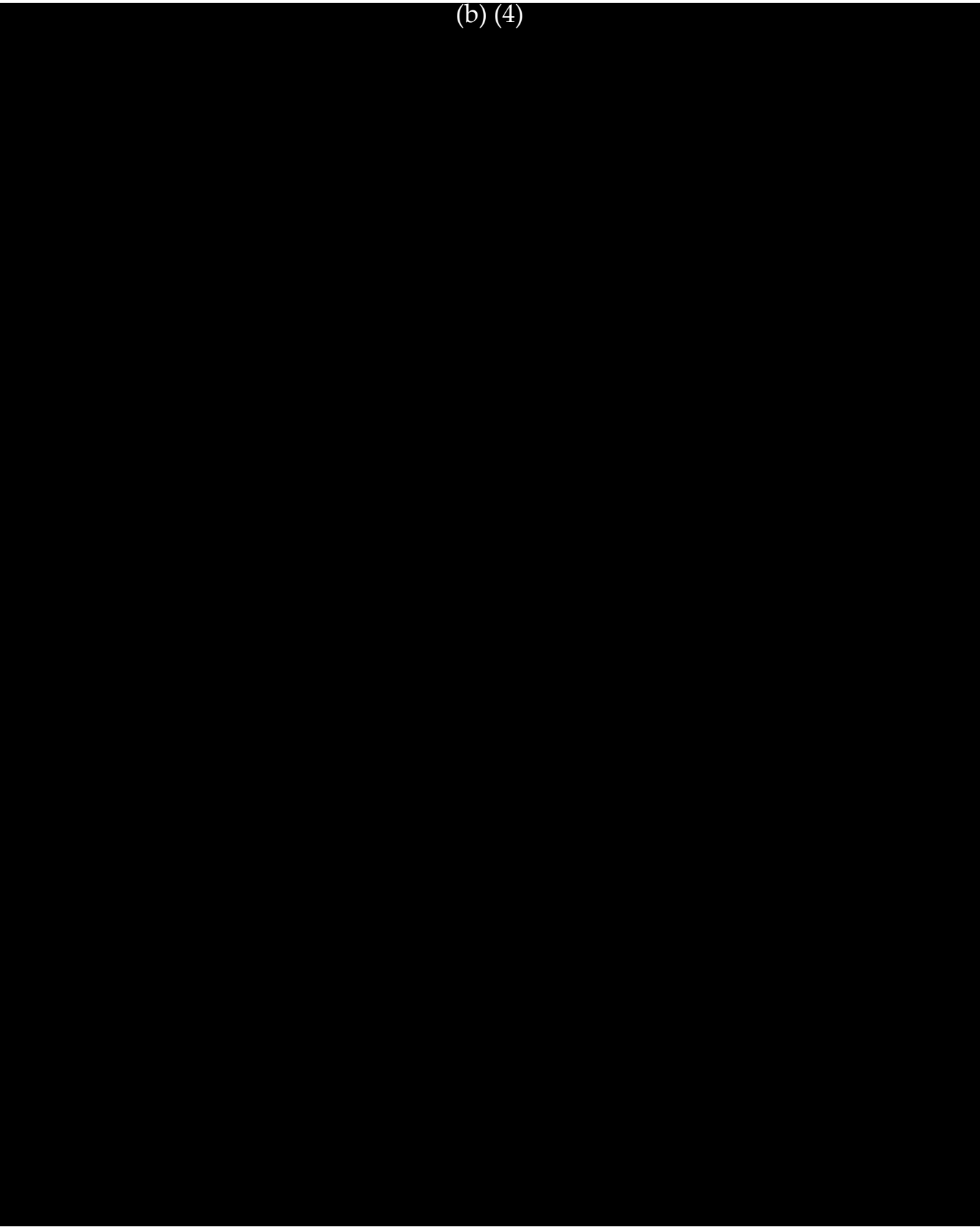
3.3 Operational Services

(b) (4)

3.3.1 Operational Services Requests

(b) (4)

(b) (4)

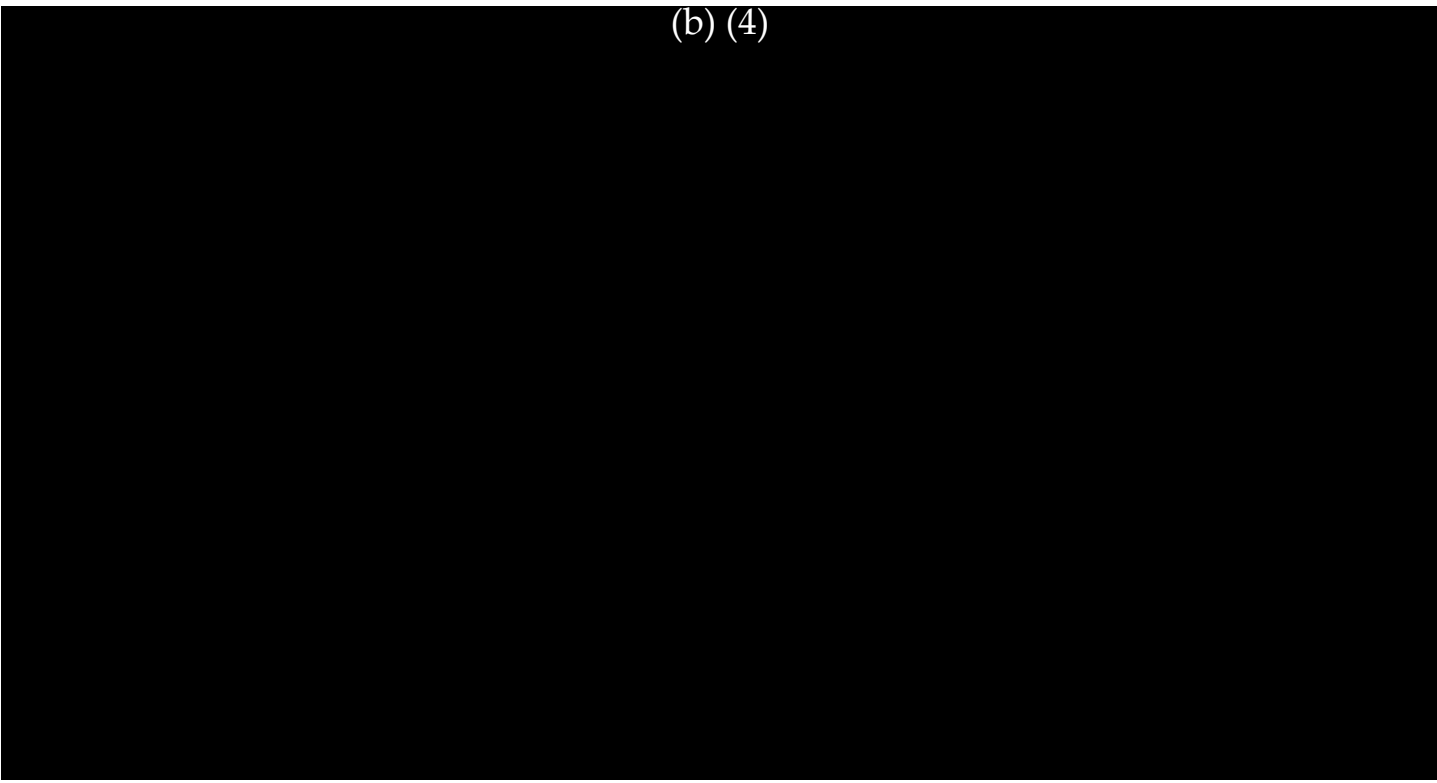


(b) (4)

3.4 PPM Enhancement Services


(b) (4)

(b) (4)



3.5 Technical Account Management


(b) (4)



4 Service Level Objectives (SLOs)

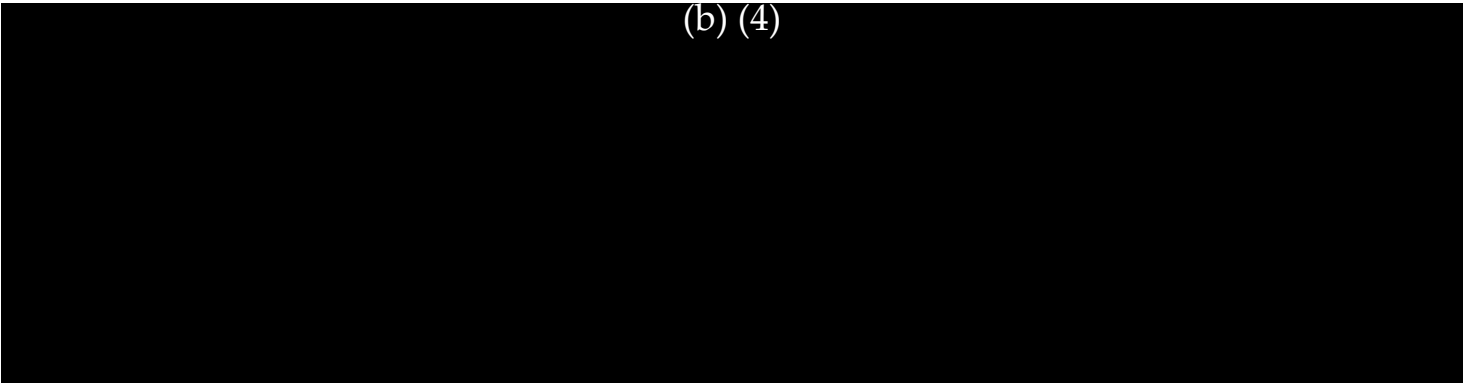
4.1 Case Volume

(b) (4)



4.2 Service Level Agreements

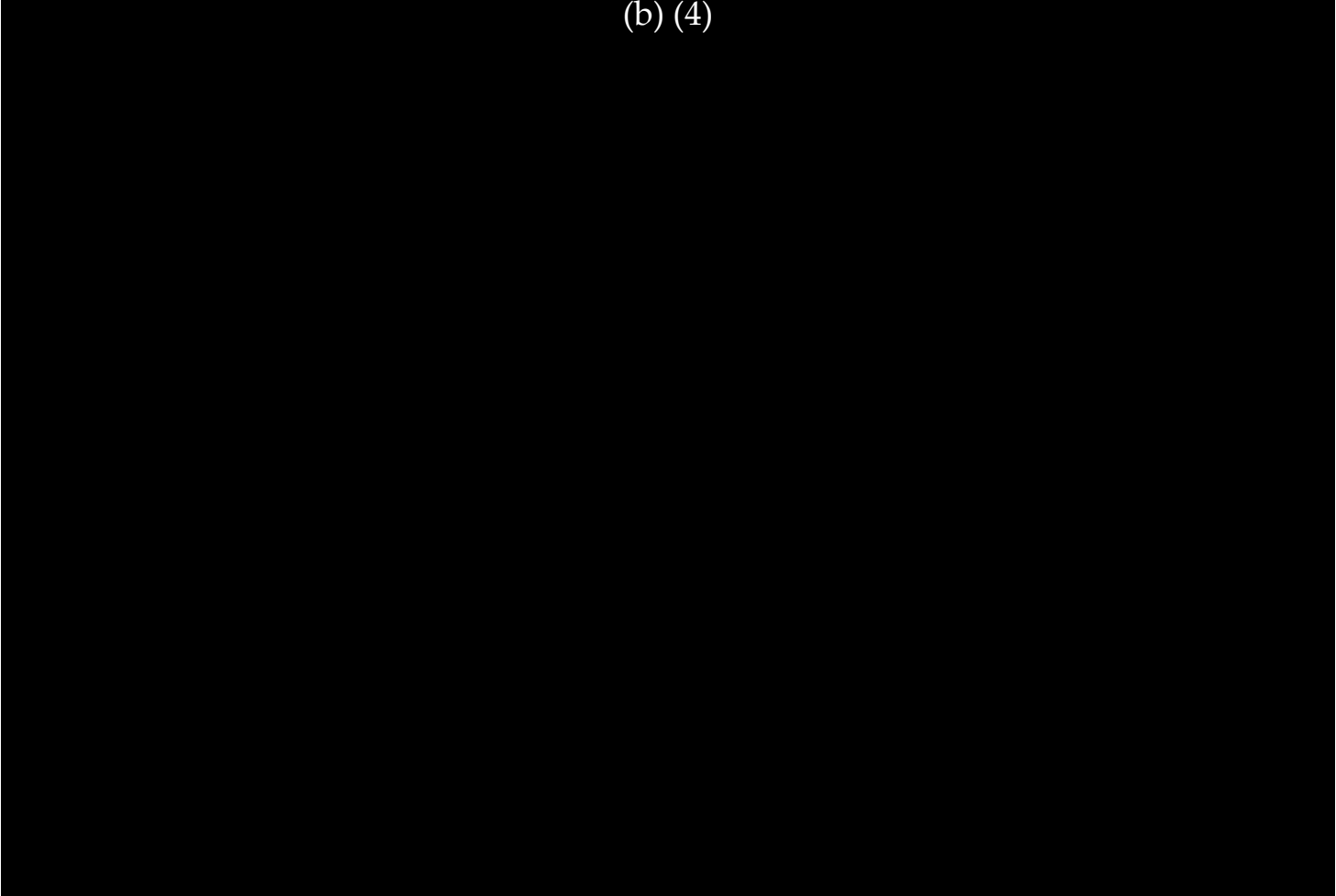
(b) (4)



(b) (4)

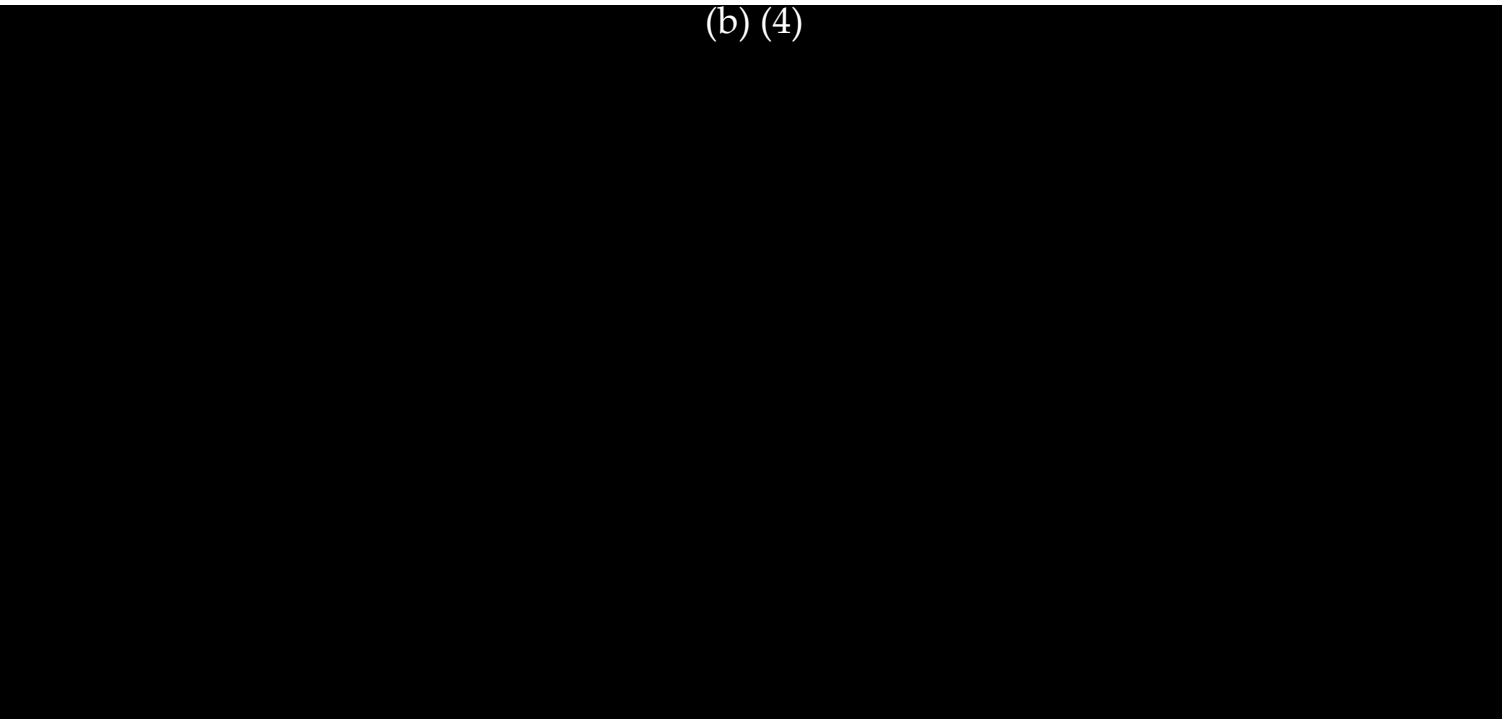
4.2.1 Response Time Goals

(b) (4)



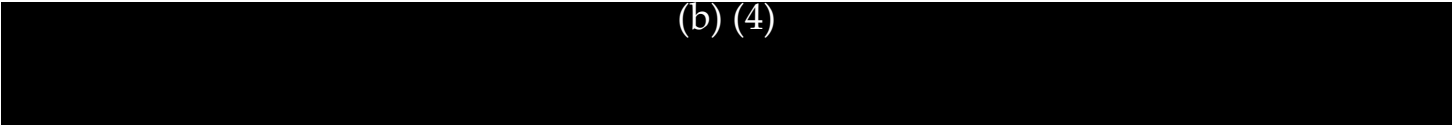
4.2.2 Restoration Time Goals

(b) (4)



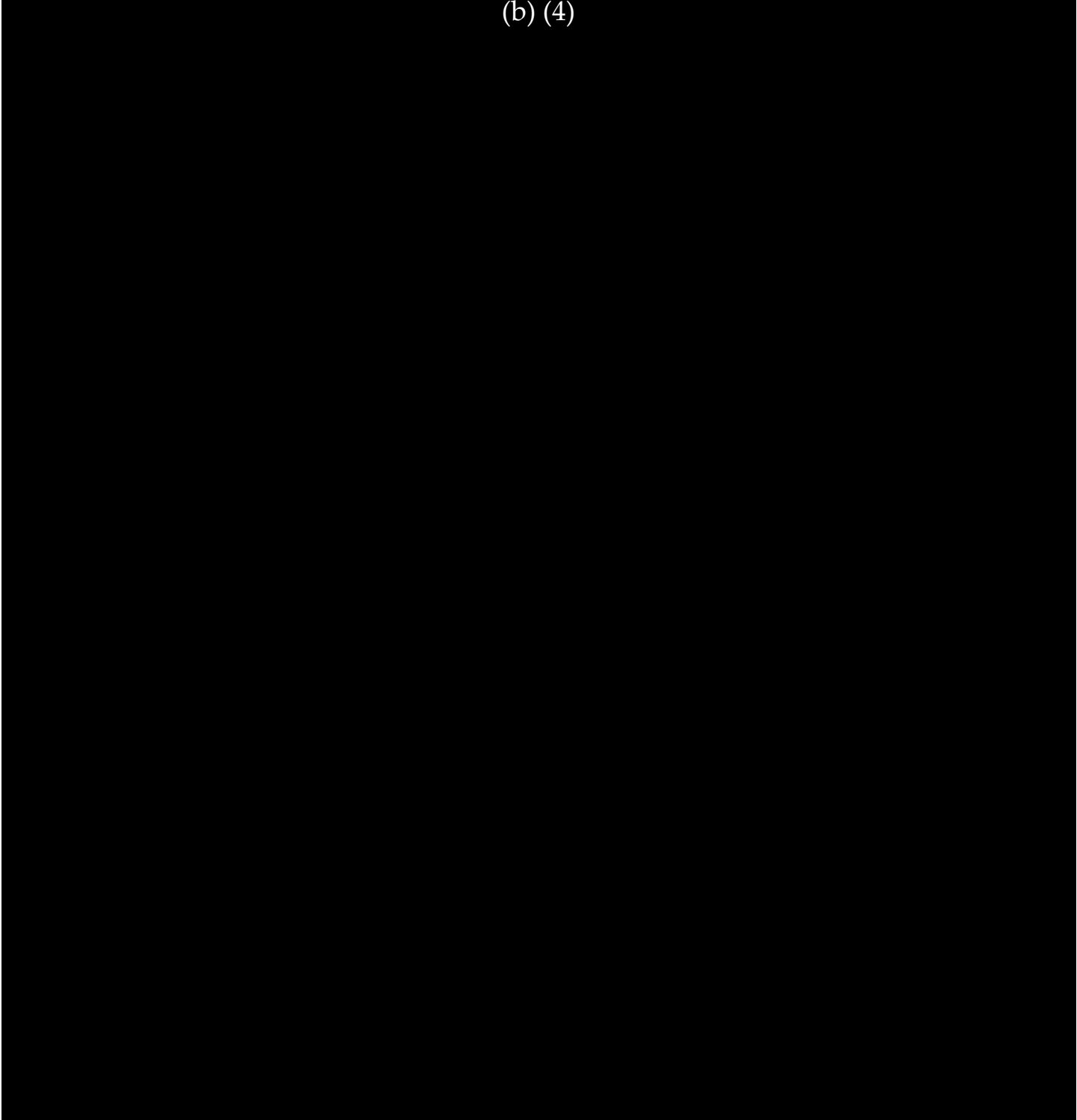
5.0 Responsibilities

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5.1 Customer Responsibilities

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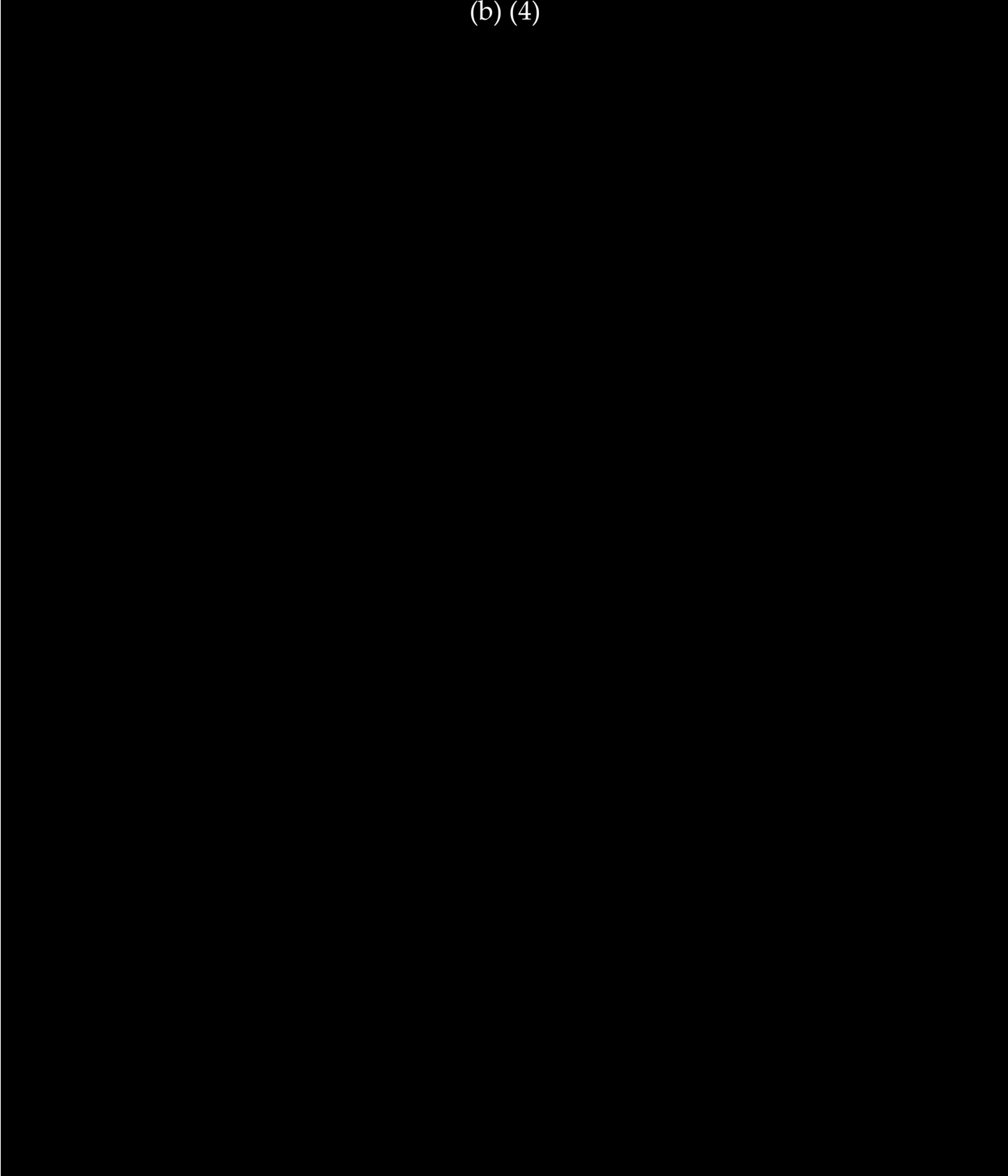
(b) (4)

5.2 MFGS Responsibilities

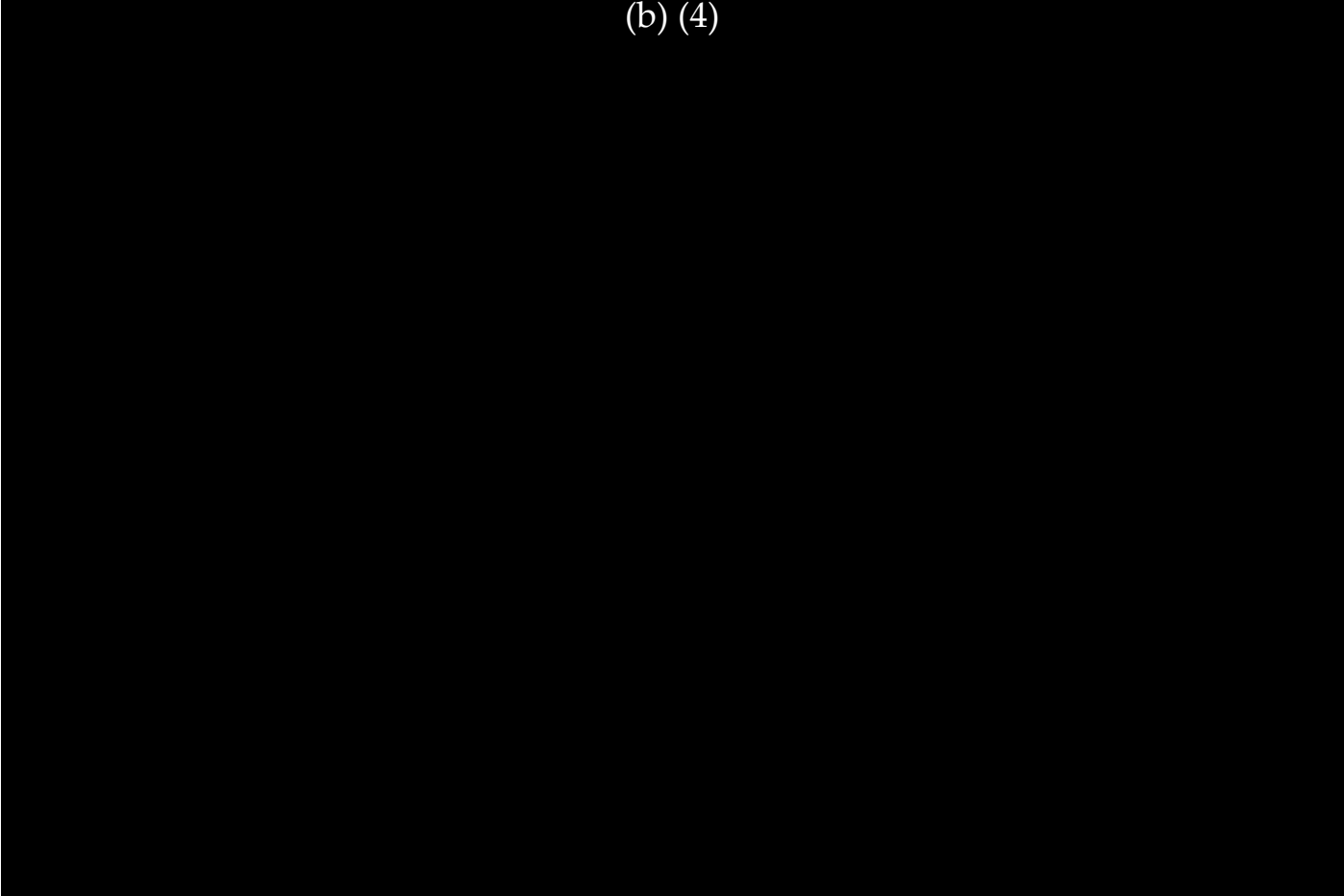
(b) (4)

6.0 Assumptions, Dependencies, Limitations, and Exclusions

(b) (4)



(b) (4)



7.0 Other Considerations

7.1 Services Acceptance

(b) (4)

7.2 Change Management Process

(b) (4)

8.0 Pricing, Order and Payment Information

8.1 Pricing and Invoicing Schedule

The total fees for the Services contemplated in this SOW are \$946,000.80 (“Spending Authority”) over the Term. MFGS proposes the 2 option periods for 12 months each with a % year over year increase.

**Base
Year**

Item #	Description	Quantity	Unit	Unit Price	Total Price
001	Steady state operations and maintenance - PPM	(b) (4)			
002	Steady state operations and maintenance - Big Data (DCS)	(b) (4)			

**Total Fixed Price
Year 1: \$985,416.72**

**Option
Year 1**

Item #	Description	Quantity	Unit	Unit Price	Total Price
001	Steady state operations and maintenance - ITOM	(b) (4)			
002	Steady state operations and maintenance - Big Data (DCS)	(b) (4)			

**Total Fixed Price
Year 2: \$1,014,979.20**

**Option
Year 2**

Item #	Description	Quantity	Unit	Unit Price	Total Price
001	Steady state operations and maintenance - ITOM	(b) (4)			
002	Steady state operations and maintenance - Big Data (DCS)	(b) (4)			

**Total Fixed Price
Year 3: \$1,045,428.60**

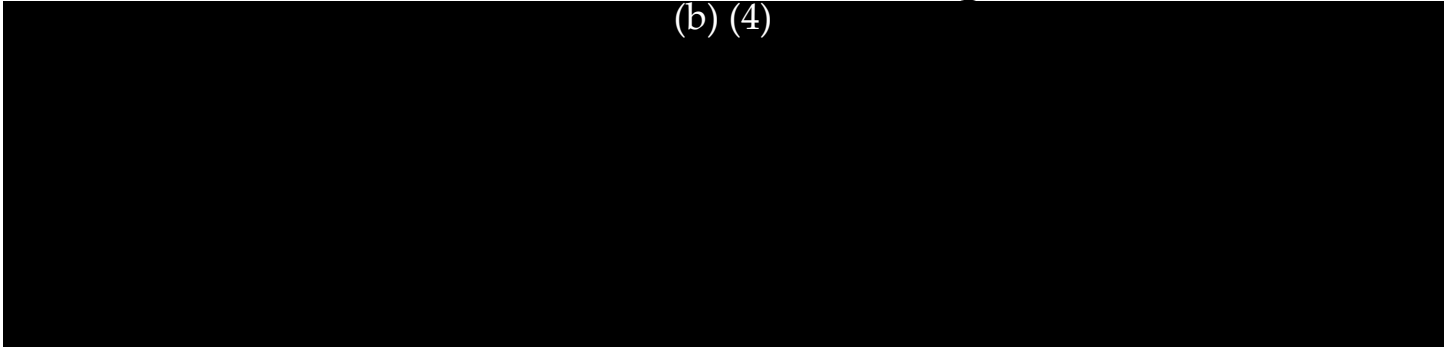
(b) (4)

(b) (4)

ORDERING INFORMATION	Consulting Engagement ID:
<u>Customer Site:</u> 905 NE 11 th Avenue Portland, OR 97232	<u>Invoice to:</u> Per Customer Issued PO

9.0 Cancellation and Rescheduling

(b) (4)



10.0 Authorization

(b) (4)

Effective Date: Date of last signature below

Bonneville Power Administration

Carahsoft

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

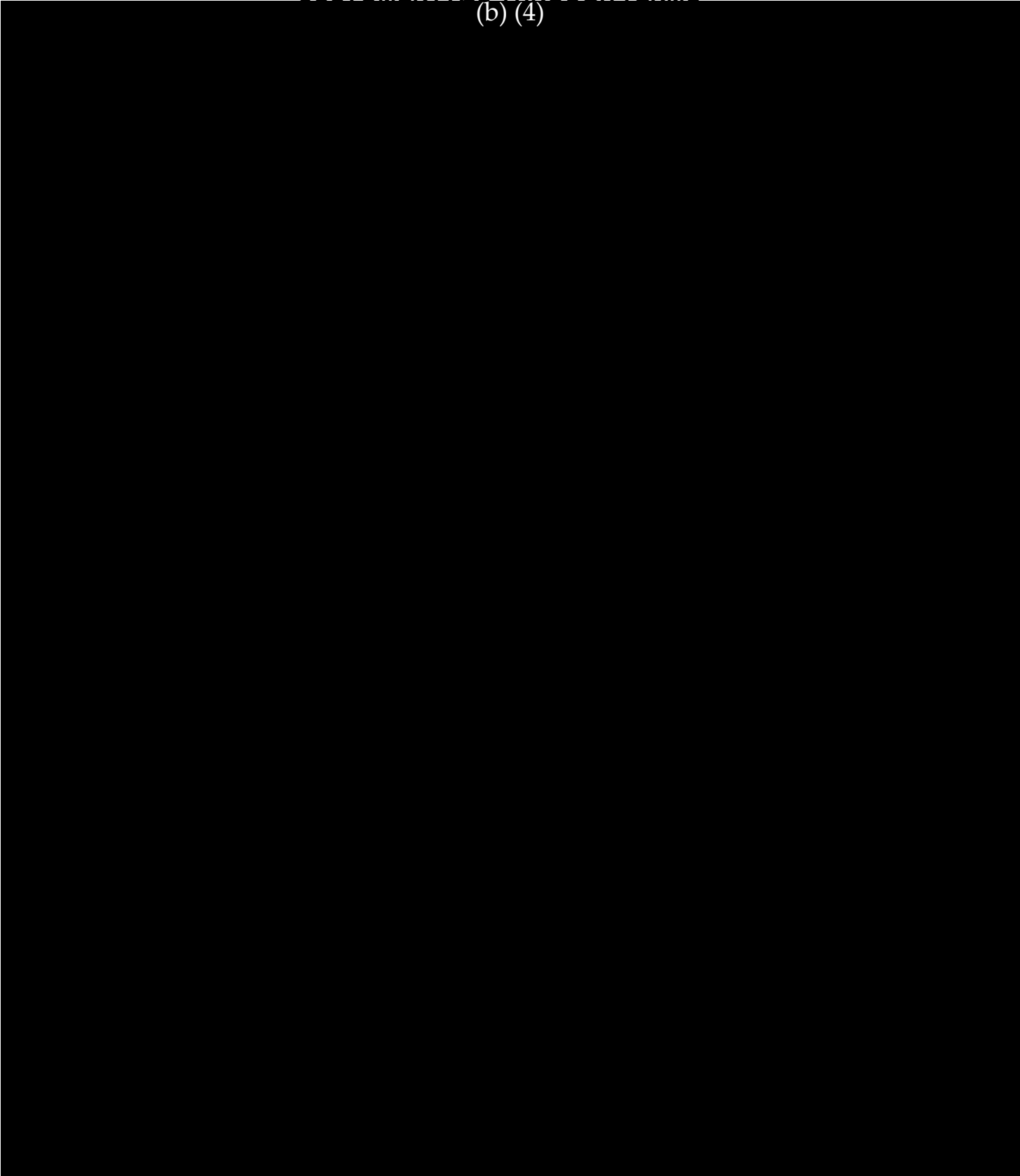
Date

Date

APPENDIX A

MICRO FOCUS GOVERNMENT SOLUTIONS, LLC CUSTOMER PASS THROUGH TERMS

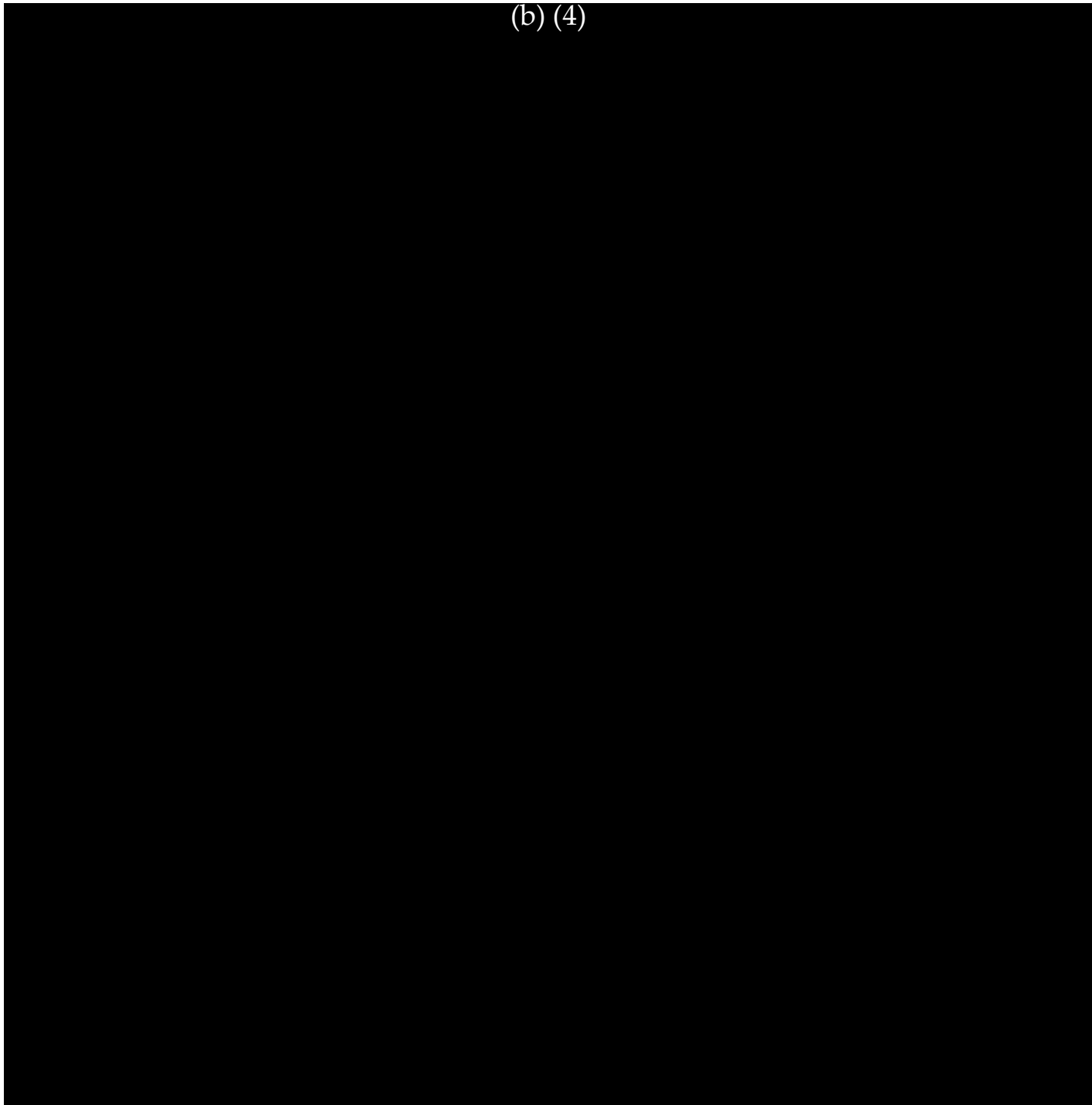
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**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
SOLICITATION/CONTRACT/ORDER FOR SERVICES AND/OR ITEMS**

PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB), US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

SOLICITATION/CONTRACT/ORDER NUMBER

1. Requisition Number (used only in COOP event):	2. Contract/Order Number: BPA- 21 - P - 88464	3. Effective Date: 07/23/2021
4. FSS Contract/Award Number:	5. Solicitation Number: BPA- ... - ... -	6. Date Solicitation Issued:

CONTACT INFORMATION

FOR INFORMATION CONTACT:	7. Name of Contract Specialist: Ameliaja Brown	8. Phone and Email: 503-230-3821, albrown@bpa.gov	9. Offer Due Date/Pacific Time:
	10. Issued By: Bonneville Power Administration	11. Freight Terms: n/a	12. Payment Terms: Net 30
13. Email Invoices To: hdjohnston@bpa.gov		14. Contract Type: <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Non-Commercial	

15. Pre-Proposal Site Tour or Conference Info:	16. Offeror/Contractor Name and Address: Novitas Data LLC 615 SW Broadway Street Suite 200 Portland, OR 97205	17. Offeror/Contractor Point of Contact Name, Phone and Email: Chris Torrey chris.torrey@novitasdata.com
--	---	--

SOLICITATION/CONTRACT/ORDER DETAILS (Attach continuation pages as necessary to list all items.)

18. Item Number	19. Description	20. Quantity	21. Unit	22. Unit Price	23. Amount
	See Section B Schedule of Items/ Continuation Page		...		
			...		
			...		
			...		

24. Accounting and Appropriation Data (used only in COOP event):	25. Total Award Amount \$ 75,000.00
--	--

26. Contractor is <input checked="" type="checkbox"/> is not <input type="checkbox"/> required to sign this document and return this form via email to the Contracting Officer. Contractor agrees to furnish and deliver all items set forth or otherwise identified above and on any additional sheets subject to the terms and conditions specified herein.	27. Offer Dated: Your offer on this solicitation, specified in items: 18-23, including any additions or changes set forth herein, is accepted.
---	---

28a. Name and Title of Signer: <i>Robert Oliver - CEO</i>	29a. Name of Contracting Officer: Ameliaja Brown
--	---

28b. Signature of Contractor: <i>(b) (6)</i>	28c. Date Signed: <i>7/23/2021</i>	29b. Signature of Contracting Officer: <i>(b) (6)</i> By:	29c. Date Signed: 07/23/2021
---	---------------------------------------	---	---------------------------------

B. SCHEDULE OF ITEMS/CONTINUATION PAGE

Line Item No.	Description	Est. Quantity	Unit	Unit Price	Amount
0001	Conversion of Non-Searchable PDF to Searchable PDF documents (FFP)	500000	Each	\$ 0.03	\$ 15,000.00
0002	PDF Conversion from TIFF (FFP)	500000	Each	\$ 0.03	\$ 15,000.00
0003	Base Stamping (FFP)	500000	Each	\$ 0.03	\$ 15,000.00
004	Process Data to Native for Review (per GB)	350	Each	\$ 75.00	\$ 26,250.00
005	Image Conversion / TIFF Generation and Creation (FFP)	500000	Each	\$ 0.03	\$ 15,000.00
006	Technical Administration (manual technical work for build of Index and construction of Field-list and hyperlinking)	4	Job	\$ 185.00	\$ 740.00
			...		
TOTAL - Base Item(s)					\$ 75,000.00
TOTAL - Base + All Options					\$ 75,000.00

C. SUBMISSION OF INVOICES & CONTACT INFORMATION

1. Invoices should be sent electronically to: hdjohnston@bpa.gov

2. Payment Terms: 30

3. Bonneville Contact Information:

Bonneville Office: Software Development & Ops

Attention: Heather Johnston

Contact Email: hdjohnston@bpa.gov

4. Contractor Contact Information:

Company Name: Novitas Data

Attention: Chris Torrey

Contact Email: chris.torrey@novitasdata.com

D. DELIVERY INFORMATION

Line Item No.	Period of Performance/ Delivery Date	Quantity	Unit	Delivery Terms	Ship to Address or Place of Performance
0001-0006	07/23/2021-07/22/2022	1	Each	n/a	905 NE 11th Ave Portland, OR 97232
			...	n/a	
			...	n/a	
			...	n/a	
			...	n/a	
			...	n/a	
			...	n/a	

E. INSPECTION AND ACCEPTANCE TERMS

All line item(s) in Section B will be inspected and accepted by the COR at the address specified in Section C unless otherwise stated in the table below.

Line Item No.	Inspection At/Inspection By		Acceptance At/Acceptance By		Additional Info
001-006	Government	Government	Government	Government	n/a
	
	
	
	
	
	

F. ATTACHMENTS

	Description
F1	Statement of Work - dated July 14, 2021
F2	Contract Clauses
F3	Wage Determination - n/a
F4	Contract Attachments - Novitas Project Price Proposal
F5	Solicitation Provisions & Attachments - n/a

ATTACHMENT F2

CONTRACT CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following link.

Bonneville Purchasing Instructions provisions and clauses:

<https://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>

- 28-1.5 Purchase Order-Basic Terms (FEB 2020) (28.3.4(e))
- 28-3 Invoice (OCT 2014) (28.3.4(h))
- 28-4.1 Payment – Firm-Fixed-Price (FEB 2020) (28.3.4(i))
- 28-5.1 Inspection/Acceptance – Firm-Fixed-Price (MAR 2018) (28.3.4(k))
- 28-6 Changes (JUL 2013) (28.3.4(m))
- 28-7 Stop Work Order (MAR 2018) (28.3.4(n))
- 28-8 Force Majeure/Excusable Delay (JUL 2013) (28.3.4(o))
- 28-9.1 Termination for Cause – Firm-Fixed-Price (MAR 2018) (28.3.4(p))
- 28-10.1 Termination for Convenience – Firm-Fixed-Price (MAR 2018) (28.3.4(r))
- 28-11 Warranty (JUL 2013) (28.3.4(t))
- 28-12 Limitation of Liability (JUL 2013) (28.3.4(u))
- 28-13 Disputes (JUL 2013) (28.3.4(v))
- 28-14 Indemnification (MAR 2018) (28.3.4(w))
- 28-16 Title (MAR 2018) (28.3.4(z))
- 28-17 Taxes (JUL 2013) (28.3.4(aa))
- 28-18 Assignment (MAR 2018) (28.3.4(bb))
- 28-19 Other Compliances (JUL 2013) (28.3.4(cc))
- 28-20.2 Requirements Unique to Government Contracts – Services (FEB 2020) (28.3.4(dd))
- 28-21 Order of Precedence (FEB 2020) (28.3.4(ee))
- 28-22 Applicable Law (JUL 2013) (28.3.4(ff))
- 28-23 Internet Protocol Version (MAR 2018) (28.3.4(gg))
- 3-9 Restriction on Commercial Advertising (FEB 2020) (3.5.2)
- 4-2 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (FEB 2020) (4.10.3)
- 4-4 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (FEB 2020) (4.11.5(b))
- 5-2 Privacy Protection (MAR 2018) (5.1.4(b))
- 5-3 Privacy Act (MAR 2018) (5.1.4(c))
- 14-2 Contract Administration Representatives (MAR 2018) (14.1.5(b))
- 14-7 Subcontracts (MAR 2018) (14.9.1)
- 14-18 Bankruptcy (OCT 2005) (14.19.3)
- 14-21 Computer Fraud and Abuse Act (MAR 2018) (14.14.1)
- 15-17 Information Assurance (MAR 2018) (15.9.4)
- 15-18 Homeland Security (MAR 2018) (15.10.3)
- 17-6 Commercial Software- No Contractor License (MAR 2018) (17.2.1.2(c))
- 23-3 Unauthorized Reproduction or Use of Computer Software (MAR 2018) (23.2.1)

CRSO Administrative Record Processing Statement of Work

7/14/21

Part A General

A.1 Objective

The objective of this contract is to retrieve and process data to complete and submit the Columbia River System Operations (CRSO) Administrative Record to the Ninth Circuit Court of Appeals in accordance with court rules and orders. This process involves converting native sets of data and making text searchable using optical character recognition (OCR). The final product will include .TIFF and .PDF options with bates numbering consistent with court rules and orders issued by the Ninth Circuit.

A.2 Background

Bonneville Power Administration (Bonneville) is an executive agency within the Department of Energy. As such, the agency is often engaged in litigation before the Federal Courts. Bonneville is currently a party in the case American Rivers, et al. v. Bonneville Power Administration in the United States Court of Appeals for the Ninth Circuit, docket numbers 20-73761, 20-73762, 20-73775. Bonneville is required to file an administrative record in that case. The date set forth by the Court for filing the record was July 9, 2021. Bonneville was not able to assemble the administrative record in time to meet that deadline. As a consequence, Bonneville has requested and received an extension from the Court and will now be required to file the administrative record no later than August 20, 2021.

Filing the record on or before August 20, 2021 is critical to Bonneville's involvement in the court case. Otherwise, Bonneville's interest in the proceeding could be jeopardized and/or Bonneville could face sanctions as ordered by the Court. Novitas has demonstrated sufficient expertise to accommodate Bonneville's needs and will be able to complete the administrative record, make the record available for filing with the Court, and distribute files to the Petitioners and Intervenor in the proceeding, Department of Justice, and other federal agencies involved in related litigation.

A.3 Location of Project

This work will be performed at remotely at Novitas offices.

A.4 BPA-Furnished Property or Services

Bonneville will provide the Contractor performing the work identified within this Statement of Work with the following:

Description	Point of Delivery	Date to be Delivered
Approximately 25 GB of data	External Hard Drive	Upon contract award

A.5 Contractor-Furnished Property or Service

Novitas shall provide all property, personnel (administrative and technical experts), and services to perform the work of this contract, except the functions and services specified to be provided by Bonneville in A.4 above.

A.6 Definitions

CRSO: Columbia River System Operations

Intervenor: Northwest Power and Conservation Council

Petitioners: American Rivers, et al., the Coeur d'Alene Tribe, and the Spokane Tribe of Indians,

Rules of Procedure: *The Appellate Lawyer Representatives' Guide to Practice in the United States Court of Appeals for the Ninth Circuit.*

Part B Technical Approach/Tasks

B.1 General Requirements

1. Novitas shall use materials and data provided by Bonneville in accordance with section B.2.1 below to create and assemble an administrative record suitable for filing under the accepted standards and practices of the Ninth Circuit Court of Appeals.
2. Novitas agrees to provide the complete administrative record to Bonneville no later than August 13, 2021. This will allow Bonneville one week to review and submit the record to the Court by August 20, 2021.

B.2 Specific Requirements

BONNEVILLE POWER ADMINISTRATION'S RESPONSIBILITIES

B.2.1 Bonneville will, in a timely manner, provide, transfer, or otherwise make available to Novitas all data, information, files, or other materials needed by Novitas to assemble the administrative record in *American Rivers, et al. v. Bonneville Power Administration*, docket numbers 20-73761, 20-73762, 20-73775, now pending before the Ninth Circuit Court of Appeals.

B.2.2 The information and data provided by Bonneville pursuant to section B.2.1 shall be in a format that is usable by Novitas for the purpose of creating the administrative record.

B.2.3 Bonneville will respond to any reasonable requests made by Novitas for additional information or assistance that will lead to successful completion of the administrative record and such information and/or assistance shall not be unreasonably withheld.

B.2.4 Bonneville will sponsor weekly meetings to assess the progress of assembly of the administrative record and work in good faith with Novitas to do everything practical to assist Novitas in its completion.

NOVITAS' RESPONSIBILITIES

B.2.5 Novitas shall use materials and data provided by Bonneville in accordance with section B.2.1 above to create and assemble an administrative record suitable for filing under the rules and orders issued by the Ninth Circuit Court of Appeals.

B.2.6 Novitas agrees to submit the completed administrative record to Bonneville no later than August 13, 2021. The completed administrative record will be compliant with Ninth Circuit Court of Appeals' rules and orders and ready for filing with the Court.

B.2.7 Novitas will promptly notify Bonneville of any issues that may jeopardize completion of the administrative record in a timely manner and the parties shall work together in good faith to resolve those issues to the best of their ability and in a timely manner.

B.2.8 Novitas agrees that one or more of its representatives working on this contract shall attend and participate in the weekly meetings described in section B.2.4 above, and will at such times (a) report on the progress of its work assembling the administrative record; and (b) explain any problems that have arisen in connection therewith.

Deliverables

The deliverable is a complete administrative record compliant with all applicable rules and order for submission to the Ninth Circuit Court of Appeals.

Quality Assurance

The administrative record will be reviewed by the attorney(s) representing Bonneville in the litigation to confirm minimum quality standards and the Court's requirements are met. At a minimum, the record must be:

- Bates numbered;
- Searchable using OCR;
- Complete (contains all documents/pages); and
- Readable (e.g., spreadsheets are in a readable format).

If the above-listed criteria are not met, Novitas will promptly submit a plan for remedy.

Payment

Upon acceptance of the deliverable(s), Bonneville will pay the contractor the amount invoiced, as determined by the Schedule of Prices. Contractor shall not invoice Bonneville for the deliverable prior to Bonneville's acceptance of the work.

Novitas agrees and understands that, with respect to completion of the administrative record, "TIME IS OF THE ESSENCE" and payment for services rendered is contingent upon successful completion of an administrative record suitable for filing by the date established in section B.2.6.

B.4 Summary of Deliverables

Description	Format	Due Date	Days for Bonneville Review
Administrative Record	External hard drive	August 13, 2021	7

This table is for summary purposes only. Omission or alteration of requirements from this table does not relieve the contractor of the responsibility for timely delivery of items required in Section B.3 Tasks or elsewhere in this contract.

Part C Inspection and Acceptance (Quality Assurance)

As described above, Bonneville and Novitas will meet weekly to assess progress on the project and address any issues that may arise.

Upon completion of the administrative record, the attorney(s) representing Bonneville in this litigation will review and determine whether to accept the product as per the criteria listed above.

Part D Cyber Security

D.1 Information Protection

The Contractor will be responsible for ensuring Bonneville's information is adequately protected.

Data provided by Bonneville to the Contractor (or data the Contractor is collecting on Bonneville's behalf) has a rating of "low" under the FIPS 199 Standards for Security Categorization of Federal Information and Information Systems. This requires the Contractor to protect Bonneville data using the NIST 800-53rev4 Security and Privacy Controls for Federal Information Systems and Organizations for a low-rated system. They must provide an attestation to Bonneville that will include that they are protecting Bonneville information commensurate with NIST 800-53rev4; security controls for a low data categorization. If the Contractor is using this standard, please provide attestation to NIST 800-53rev4.

Many private organizations use ISO-27001:2005/2013 (ISO/IEC 27001:2005/2013 – Information technology – Security techniques – Information security management systems – Requirements). If the Contractor is using this standard, please provide attestation to ISO-27001:2005/2013.

Attestations can be in the form of a formal memorandum, letter, or email.

D.2 Information Disposal Post Contract

All Bonneville information will be removed and destroyed from all Contractor corporate systems as well as from all physical storage upon receipt of notice from Bonneville.

Bonneville
POWER ADMINISTRATION



NOVITAS

simplifying  e discovery

Prepared by:

Chris Torrey
Senior Account Executive
(503) 358-3000
chris.torrey@novitasdata.com

Prepared for:

Jill Leary
Bonneville Power Administration
905 NE 11th Ave
Portland, OR 97232

INTRODUCTION

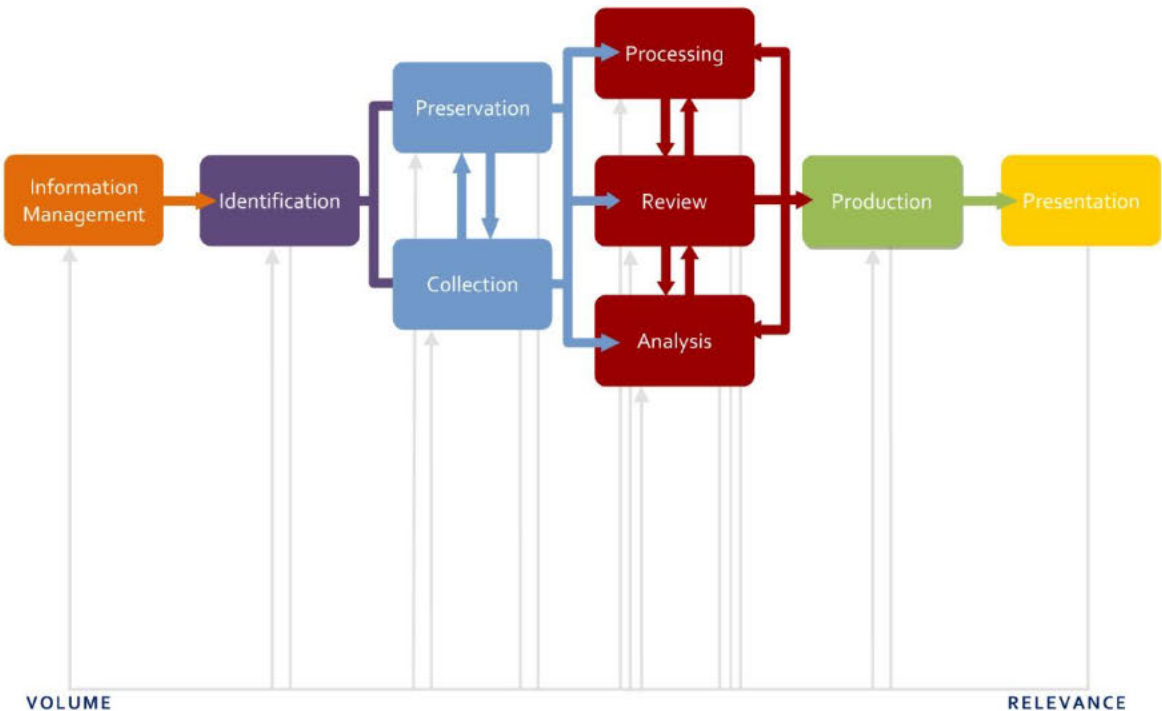
Founded in 1997, Novitas Data is a recognized expert in litigation support and discovery services and technologies. Our full range of traditional and electronic legal discovery services enable our clients to effectively respond to discovery requests while maintaining the integrity and security of their documents, data or information.

Our customers include major US corporations, law firms, EDD providers and government agencies throughout the US and the UK.

Novitas Data provides discovery solutions that are both repeatable and defensible. As a proven industry leader, we are able to support our clients throughout each stage of the discovery process from initial bates labeling to complex computer forensics.

Electronic Discovery Reference Model (source: edrm.net)

ELECTRONIC DISCOVERY INFORMATION LIFECYCLE



Project Details and Description

Novitas Data appreciates the opportunity to submit the following proposal to The Department of Energy at The Bonneville Power Administration. By executing this agreement, The BPA agrees to utilize Novitas Data for production services related to this case.

Overview:

Novitas Data will host, maintain and produce data as provided or requested by PDM LLP, unless collection is needed which Novitas Data can perform upon request (pricing for these services is included below for consideration). Specified data will be prepared for hosted review in Relativity upon request if necessary.

Project Management

Complex litigation involves large volumes of data, multiple parties and the need to meet deadlines and comply with legal requirements. Dedicated project management is essential to meet these challenges.

Novitas Data Project Managers steer the project tasks from start to finish, managing internal and external resources, collaborating with other team members and serving as the primary liaison between the Novitas Data team and the client.

At the beginning of each project, Novitas Data schedules an initial call or meeting between the Project Manager and our client to discuss project specifics, client expectations, project timelines and delivery methods. Throughout the project, the Project Manager serves as a point of contact to our client. In addition to providing information on project changes and production workflow, frequent communication and updates provide transparency and accountability.

PROJECT PRICE PROPOSAL: Hosted Services

Relativity Price Points and Options	Quantity	Additional Info	Unit Price	Total Price
Initial Database Set Up	TBD	<i>Set up database for required users, identify client preferred fields and security settings. This is a 1 time charge and results in data being loaded into Relativity for review after processing and deduplication.</i>	1	\$150.00 ea
Reviewer License Fee	TBD	<i>Each license allows simultaneous access to the database. This is a monthly charge per seat.</i>	\$125.00 ea	TBD
Monthly Hosting Fee	350GB Estimate	<i>This is the cost to host the data in Relativity on a monthly basis. This value will change as data is added or duplicated via productions</i>	\$10.00 GB - (\$350.00 minimum)	TBA
Technical / Training Support		<i>Database Technician Time for services including - exporting overlays, loading problem data, customizing databases, completing productions, Training, Support time, custom permissions adjustments, search consulting and the like. 6:00am to 6:00pm</i>	Per hr. billed in 6 min. increments	\$185.00 per hr.
Inactive Hosted Status	\$1.50 Per GB	<i>This option places an existing database in a dormant status. No users can access, review, or alter documents within the database. Reactivation includes a onetime \$350.00 fee / \$50 monthly minimum</i>	TBD	TBD
Data Upload to Relativity	TBD	<i>This involves uploading import ready data including native files, TIFF's, PDF's, etc. (upload ready requires that files have been received with Relativity load files already intact)</i>	\$0.00 GB	Waived
Conversion of non-searchable to searchable docs	TBD	<i>This step processes documents that are non-searchable in their native format, and makes them searchable for review within Relativity</i>	\$0.03 pp	TBD
Process Data to Tiff/PDF – from Relativity for production TIFF Later	TBD	<i>For processing native files to tiff or PDF from within the Relativity database for production purposes.</i>	\$0.03 pp	TBD
Image Conversion	TBD	<i>This is the process to convert a PDF production from Relativity to TIFF, or vice versa</i>	\$0.03 pp	TBD
Bates Stamping	TBD	<i>This is the process that applies a bates number sequence to the PDF</i>	\$0.03 pp	TBD

PROJECT PRICE PROPOSAL: Searching & Production

Relativity Price Points and Options	Quantity	Additional Info	Unit Price	Total Price
Process Data to Native for Review	350GB Estimate	<i>This process is required in order to load data into Relativity and is charged on the <u>expanded</u> data size.</i>	\$75.00 GB	\$26,250 Est.

PROJECT PRICE PROPOSAL: Analytics

Relativity Price Points and Options	Quantity	Additional Info	Unit Price	Total Price
Relativity Analytics	350GB	1-500 GB 501-750 GB 751-1023 GB 1 TB-3 TB 4 TB-14 TB Greater than 15 TB	Per GB Per GB Per GB Per GB Per GB Per GB	TBD

PROJECT PRICE PROPOSAL: DB Termination

Relativity Price Points and Options	Quantity	Additional Info	Unit Price	Total Price
Export Database	TBD	<i>In either Carbon (Relativity) or Concordance Format</i>	\$10.00 GB	TBD
Inactive / Near-ready Status	TBD	<i>Database is live but inaccessible (may be reactivated quickly)</i>	\$3.00 GB	TBD
Archive Status	TBD	<i>Database is offline and will take 12-48 hrs. to restore</i>	\$1.50 GB	TBD
Restore Database to Active	1	<i>Restoration to Active Status</i>	1	\$350.00
Delete / Scrub Database	TBD	<i>Complete and irreversible removal of all project data</i>	\$1.00 GB	TBD

PROJECT PRICE PROPOSAL: Data Storage

Relativity Price Points and Options	Quantity	Additional Info	Unit Price	Total Price
USB Flash Drive, Floppy, Cell Phone / PDA, CD or DVD	Each	<i>These prices reflect the monthly storage fee of all listed devices, by device, under the care of Novitas Data until requested by KVL.</i>	Each per month	\$5.00
Backup Tape	Each	N/A	Each per month	\$10.00
Hard Drive	Each	N/A	Each per month	\$15.00
Laptop / Desktop	Each	N/A	Each per month	\$50.00
Electronic Data Storage	TBD	N/A	Per GB per month	\$1.00

PROJECT PRICE PROPOSAL: Forensic Services

Data Storage Price Points and Options	Quantity	Additional Info	Unit Price	Total Price
Forensic Culling	TBD	N/A	Per GB	\$1.00
Affidavit	Each	N/A	Each	\$400.00
Forensic Reports	Each	N/A	Each	\$125.00
Password Cracking	Each	N/A	Each	\$25.00
Forensics Consulting / Testimony	TBD	N/A	Per Hr.	\$400.00
Corrupt File Analysis / Repair	Each	N/A	Per Doc.	\$50.00
Other Forensic Processing	TBD	N/A	Per Hr.	\$250.00
Forensic Tech. Time	TBD	N/A	Per Hr.	\$250.00
Forensic – On-site Daily (10 Hrs.)	TBD	N/A	Per Day	\$1,995
Media Duplication, CD	Each	N/A	Each	\$10.00
Media Duplication, DVD	Each	N/A	Each	\$25.00
Media Duplication, HD	Each	N/A	Each	\$125.00
Forensic Image – Lab	Each	N/A	Each	\$250.00
Social Media and Web Page Collection	Each	N/A	Each	\$300.00
Webmail Collection	Each	N/A	Each	\$150.00

ACCEPTANCE SIGNATURES:

Novitas Data Authorized Representative Name and Title

Date

Client Authorized Representative Name and Title

Date