Department of Energy

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

FREEDOM OF INFORMATION ACT/PRIVACY PROGRAM

October 15, 2014

In reply refer to: FOIA #BPA-2014-00042-F

Dan Seligman
Columbia Research Corporation
P.O. Box 99249
Seattle, WA 98139

Mr. Seligman:

This is a final response to your request for Bonneville Power Administration (BPA) records under the Freedom of Information Act (FOIA), 5 U.S.C. § 552. Your request was received in our office on October 8, 2013, with an acknowledgement letter sent to you on the same date. On October 9, 2014, you had a conversation with the FOIA office to discuss your request and agreed to receive a copy of the redacted contract as it has been received at BPA and without further legal review.

You requested:

1. "A copy of the RFP used by BPA to select Avue Technologies.
2. A copy of the Avue Technologies contract (including the scope of work).
3. Records, including e-mails, from BPA to Avue Technologies directing, permitting or approving Avue Technologies to prepare the September 27, 2013 report entitled "BPA's DOE/OPM DE Audit Analysis and Recommendations."

Response:

On November 5, 2013, BPA provided 132 pages of material that were responsive to the first item of your request.

For the second item of your request, we have located 339 pages of responsive material and are releasing 192 pages in full and 147 pages with redactions under the vendor's request for Exemption 4 status. There are no responsive documents associated with the third item of your request.

The Freedom of Information Act generally requires the release of all government records upon request. However, FOIA permits withholding certain, limited information that falls under one or more of nine statutory exemptions (5 U.S.C. §§ 552(b)(1-9)).

Exemption 4 protects "trade secrets and commercial or financial information obtained from a person and privileged and confidential" (5 U.S.C. § 552(b)(4)). Because the Avue-BPA contract contains commercial and financial information from Avue, it was sent to Avue for comment, as required by Executive Order 12,600. Avue returned the contract with its requested redactions under Exemption 4.

Rather than wait for the BPA's analysis of Avue's requested redactions, you agreed, via email dated October 10, 2014, to accept the Avue redacted contract as a full response to this part of your request. Enclosed is the redacted contract.

There are no fees associated with this request.

Appeal:
Pursuant to Department of Energy FOIA regulations at 10 C.F.R. § 1004.8, you may administratively appeal this response in writing within 30 calendar days. If you choose to appeal, please include the following:

(1) The nature of your appeal - denial of records, partial denial of records, adequacy of search, or denial of fee waiver;
(2) Any legal authorities relied upon to support the appeal; and
(3) A copy of the determination letter.

Clearly mark both your letter and envelope with the words "FOIA Appeal," and direct it to the following address:

Director, Office of Hearings and Appeals
Department of Energy
1000 Independence Avenue SW
Washington DC 20585-1615

I appreciate the opportunity to assist you. If you have any questions about this letter, please contact Colleen Cushnie, Case Officer (BPA Contractor, ACS), at (503) 230-5986 or via email at cacushnie@bpa.gov.

Sincerely,

C. M. Frost
Freedom of Information/Privacy Act Officer

Enclosure:
CD-ROM of Responsive Documents, FOIA #BPA-2014-00042-F

UNITED STATES GOVERNMENT	CONTRACT	BONNEVILLE POWER ADMINISTRATION

Mail Invoice To:

.See Page 2

Contract : 00057786
Release :
Page : 1

Vendor:
CARAHSOFT TECHNOLOGY CORP
12369 SUNRISE VALLEY DRIVE
SUITE D-2
RESTON VA 20191

Attn: REGAN HOUSTON

Please Direct Inquiries to:

WINSTON B. YOUNG
Title: CONTRACT SPECIALIST
Phone: 503-230-3603
Fax :

Contract Title: TALENT ACQUISITION SYSTEM

Total Value : $5,207,565.00 ** NOT TO EXCEED **
Pricing Method: FIRM FIXED PRICE
Payment Terms: % Days Net 30
Performance Period: 06/25/12 - 06/24/15

Craig P. Abod
Contractor Signature
Craig P. Abod
Printed Name/Title
7/3/12
Date Signed

Kristy Norton
BPA Contracting Officer
7/2/12
Date Signed

BPA CONTRACT 57786
TALENT ACQUISITION SYSTEM

Contracting Officer	Sanjit Kundu	(503) 230-3518	skkundu@bpa.gov
Contracting Officer's Representative	Winston Young	(503) 230-3603	wbyoung@bpa.gov
Contracting Officer's Technical Representative	Sherry Schaefer	(503) 230-5969	smschaefer@bpa.gov

The parties agree as follows:

1. This BPA contract is issued as a task order against GSA Contract No. GS-35F-0119Y. Subjection to any applicable mandatory provisions of the GSA Contract to the contrary, the Avue Enterprise Master Subscription Agreement that is included in the GSA Contract and is included in this contract document shall be the governing contract document regarding the obligations of BPA and Avue with respect to the Avue subscription purchased, except and subject to the specific additional or clarifying obligations contained below or in the "Clarifying Addendum" made part of the Avue MSA for BPA.

2. The following attached documents comprise this contract:

   - Attachment 1: Avue Enterprise Master Subscription Agreement, with incorporated BPA contract clauses
   - Attachment 2: Statement of Work
   - Attachment 3: Carahsoft-Avue BPA RFO 22012-Attachment 6 Technical Response Appendix 0308 2012.XLS
   - Attachment 4: Carahsoft-Avue Business Proposal Response BPA RFO 22012 March 9 2012.pdf
   - Attachment 5: GSA Contract No. GS-35F-0119Y

3. The initial three year period of performance is June 25, 2012 through June 24, 2015 with five additional option year periods.

4. Funding is authorized for the initial period of performance on a firm fixed basis in the amount of $5,207,565.00.

SCHEDULE OF PRICES (22-51M)
(JUN 12)

The Contractor shall provide a subscription to Avue Digital Services in accordance with the following line items:

Non-Responsive

[redacted]

PRICING FOR OPTION YEARS (7-54M)
(JUN 12)

Option years 1 -5 shall be priced as follows:

Non-Responsive

[redacted]

CONTRACT TYPE (7-1)
(SEP 98)(BPI 7.1.9)

This is a Firm Fixed Price Contract.

PERFORMANCE PERIOD AND OPTIONS (7-7)
(SEP 98)(BPI 7.2.7.1)

(a) This is a three (3) year contract with options to extend for five (5) additional one year periods.

(b) BPA may unilaterally extend the term of this contract by written notice to the Contractor. BPA will give the Contractor preliminary notice of its intent to extend at least 30 days before the contract expires.

5. Please note BPA Contract 57786 on all invoices and send them via e-mail to the following:

   Bonneville Power Administration
   Attn: Sherry Schaefer, NJM-3
   905 NE 11th Ave.
   Portland, OR 97232
   smschaefer@bpa.gov

TECHNOLOGIES CORPORATION

AVUE TECHNOLOGIES CORPORATION: AVUE DIGITAL SERVICES®

ENTERPRISE MASTER SUBSCRIPTION AGREEMENT WITH BONNEVILLE POWER ADMINISTRATION

PURCHASED THROUGH CARAHSOFT TECHNOLOGY CORPORATION, AN AUTHORIZED AVUE PRIVATE SECTOR HRLOB SHARED SERVICE CENTER (HRLOB SSC) RESELLER, UNDER GSA FEDERAL SUPPLY SCHEDULE CONTRACT #GS-35F-0119Y [GS-35F-0131R] [CHECK WHICH CONTRACT # IS CORRECT]

Effective: June __,2012

1.0 Enterprise Subscription

This enterprise Subscription Agreement (the "***Agreement***") for Avue Digital Services® ("***ADS***"), is effective as of June, __ 2012 (the "***Effective Date***") between Avue Technologies Corporation ("***Avue***") and Bonneville Power Administration("***Subscriber***"). The ADS modules covered by this Agreement (the "***Subscribed ADS Modules***") and the Covered User Community entitled to access to the Subscribed ADS Modules under this Agreement are identified in Attachment 1.

2.0 Subscription Periods

Avue enterprise subscriptions are sold on: (a) an annual basis, in which case the client may elect to make its subscription fee payments either (i) with a single annual payment on or before the first day of the subscription period, or (ii) in 12 monthly installments; and (b) a monthly basis, in which case the client pays its subscription fees on a month to month basis. In either event, the initial Subscription Period shall commence on the Effective Date and shall continue for the period stated in Attachment 1 (in the case of an Annual Subscription) or month to month so long as the monthly fee is paid in a timely manner (in the case of a Monthly Subscription). The Subscriber may renew its Annual Subscription for a succeeding annual period by issuing an appropriate written renewal order prior to the end of its then-current Subscription Period.

3.0 Scope of Subscription and Incidental Services

3.1 The Subscribed ADS Modules, extranet access, and services related to this subscription (the "***Subscribed Services***") shall consist of the following for each Subscriber: (a) extranet access to Subscribed ADS Modules, including their associated user interface and content databases; (b) on-going software application and database management and administration, including updates and upgrades; (c) startup and ongoing configuration for each of the Subscribed ADS Modules; (d) professional deployment services support such as training and briefings for all managers and employees; (e) help desk assistance for employees and applicants using the system; (f) professional human resources staff support directly to managers using the Subscribed ADS Modules. Avue Digital Services constitutes "software maintenance as a product" and includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics.In addition, certain ADS Modules may include the loan by Avue, at Avue's sole risk and expense, of a relatively small number of Avue-owned personal electronic devices such as tablet computers, which are necessary or desirable for certain individuals who are employees of the Subscriber to be able to access certain data and feature-functionality not otherwise available.

3.2 Each Avue enterprise subscription is offered on an "all-you-can-eat" basis which means Avue supports unlimited use by the client organization and its employees, as well as, depending upon the module, external users such as applicants. For its enterprise customers, Avue does *not* assess fees for ADS on a per-seat, per-server, per-transaction, or professional service fee basis. Avue enterprise subscription fees constitute fixed price, all-inclusive fee coverage of ADS start-up activation and use, including, where applicable, the addition of client-specific occupational and workforce management content, job requirements, and business logic rules engines, as well as all the training, internal communications and marketing, change management, and support the client reasonably needs throughout the life of the subscription. Training and other periodic presentations offered by Avue to its customers are typically offered in a setting where modest food and refreshments are provided throughout the day to attendees; attendees have the option of partaking or not.

3.3 The Subscriber's enterprise subscription to Avue Digital Services includes, as part of the fixed-price, for the entire life of the Subscription, at no additional charge, Avue Enterprise Direct®. Avue Enterprise Direct® includes Avue expert call center support directly to managers such that, used in combination with the Subscribed Modules, the Subscriber need not maintain internal HR resources to provide manager support. Avue Enterprise Direct® helps managers, for example, create positions, vacancy announcements, applicant intake questionnaires and associated documents, as well as creating and modifying performance plans, and similar workforce management tasks depending upon the module(s) subscribed.

3.4 Pursuant to Section 7, upon the Subscriber's request and for additional charge, Avue may provide supplemental and incidental services as mutually agreed.

3.5 The current Avue Digital Services offering is described in Attachment 2; additional ADS modules may be added, or current modules withdrawn, from time to time by Avue, provided that a Subscribed ADS Module to which a valid subscription is in place will not be withdrawn by Avue without reasonable notice to the Subscriber.

3.6 ***For federal government Subscribers, the Subscribed Services are commercial items under FAR 2.101 and this standard commercial license to the Subscribed Services shall be incorporated into and attached to the applicable contract.***

4.0 Covered User Community

4.1. Except as otherwise provided in this Section 4, the Covered User Community identified in Attachment 1 includes only those users who are employees of the Subscriber.

4.1.1 The Covered User Community does not include employees of contractors to the Subscriber or of any other entities that may provide services to or receive services from the Subscriber or any of its subordinate organizations; provided that, contractors to the Subscriber may be permitted limited access comparable to professional staff in the event they: (a) are not employees of a competitor of Avue; and (b) agree to be bound to the terms of a system use agreement in a form reasonably satisfactory to Avue.

4.1.2 Professional services contractors to the Subscriber may also be granted limited access to the system in the same manner as full-time employees for purposes of providing information to the Subscriber in connection with contractor management feature functionality in the Avue system.

4.2. The Subscriber agrees not to use the Subscribed Services on behalf of any other organization or entity, including but not limited to product demonstrations to others outside of the specific licensed governmental entity, except as may otherwise be provided in this Agreement.

5.0 Right to Use Avue Digital Services

5.1 Definitions. For purposes of this Article:

5.1.1 "ADS Material" includes any and all of the following aspects of Avue Digital Services®, whether owned by Avue and/or third parties -- databases, data, services, functions, content, functionality, rules, documents, reports, and associated Avue-provided interfaces -- which exist at any time during the Subscription Period except for data and documents that constitute Client Data.

5.1.2 "Client Data" includes:

5.1.2.1 Individual historical data elements relating to specific individuals that are customarily contained in an individual employee record. These include, for example, name, date of birth, SSN, education, occupational series, grade, salary, and similar data; and

5.1.2.2 Individual historical data

elements that are quantitative or otherwise arise from one or more specific transactions so long as these data elements can be downloaded in the course of authorized use by the Subscriber from a report generated from the "Online Reports" interface embedded in Avue. These include, for example, individual performance ratings, transaction processing cycle time metrics, employee complaint proceeding outcomes, and similar data; and

5.1.2.3 Documents, solely in their original form, provided to Avue by Subscriber. These include, for example, position descriptions and performance plans produced by or for Subscriber prior to the relevant Subscription Period.

5.1.3 For a Subscriber that is a U.S. Government agency ("Government Subscriber"), the following shall apply notwithstanding any other section of this Agreement:

5.1.3.1 In addition to section 5.1.2, "Client Data" shall include the following (the "Government Data"): any data in its original form that: (1) the Government Subscriber owns and provides to Avue under this Agreement, and (2) the Government Subscriber first develops and enters into an Avue-hosted database using a Subscribed ADS Module during the Subscription Period; provided any such data are not, in whole or in part, ADS Material and/or include Avue's proprietary format, display or database correlations. Government Data does not include derivative works of ADS Material prepared by the Government Subscriber. Avue shall maintain the ability to segregate all Government Data from ADS Material, including segregating Government Data embedded in derivative works of ADS Material or other Avue proprietary information.

5.1.3.2 To the extent that the Government Subscriber does not already own the Government Data, the Government Subscriber shall have unlimited rights under FAR 52.227-14 to the Government Data, including the right to use, duplicate and disclose the Government Data for purposes of migrating such data to a non-Avue database after the Subscription Period. The Government Subscriber's unlimited rights to the Government Data shall survive the expiration or termination of this Agreement.

5.1.3.3 All Government Data shall be returned upon request to the Government Subscriber in a .csv, ASCII, or other format agreed upon by Avue and the Government Subscriber, provided such request occurs within the Subscription Period or thirty (30) days after the Subscription Period.

5.1.3.4 The Covered User Community in Attachment 1 may include other government agencies and third parties expressly listed in Attachment 1, provided Attachment 1 lists the number of maximum authorized third-party users and the Government Subscriber pays the Third Party Subscription Fee listed in Attachment 1.

5.2 Subject to sections 5.3 through 5.9 of this Article, Subscriber shall have a non-exclusive, non-transferable, limited right to use Avue Digital Services® for access to the Subscribed ADS Modules during the relevant Subscription Period under this Agreement, including the right to make use, for its own internal operations, of any printable output (whether in hard copy or electronic form) of data that it generates or downloads by means of its authorized use of Avue Digital Services®.

5.3 So long as separated from Avue's proprietary format, display, or database correlations, Subscriber shall have the right to use and maintain Client Data outside the Avue Digital Services® system at any time.

5.4 Avue Digital Services® may be used only by members of the Covered User Community and may be accessed only through the use an Avue provided software interface.

5.5 Use of Avue Digital Services® by Subscriber shall be only for the Subscriber's own business purposes solely in the course of satisfying the Subscriber's own business needs during the term of this Agreement.

5.6 ADS Material (including archival documents) may only be copied and used for: (1) processing of current human resources transactions during the Subscription Period (e.g., creating positions, staffing vacancies); and (2) record keeping with respect to current and past human resources transactions. Use of ADS Material to feed another system in any form other than as a "read-only" image, or to compile or create a competing or successor human resources database or system (whether or not a Subscribed Module) for use by Subscriber or any other organization – e.g., a library or electronic system usable in processing future transactions independent of ADS - is strictly prohibited.

5.7 Except for record keeping purposes described in the preceding section, In no event shall Subscriber access, download, print, store, extract, copy, publish, transmit, transfer, or transport to another program, ADS Material for use after termination or expiration of the Subscription Period, or use independent of, the Subscribed ADS Modules. The Subscriber shall not incorporate any of the ADS Material in any other work.

5.8 In no event shall Subscriber access or otherwise use Avue Digital Services® (including any ADS Material) to develop a product, program, or resource that provides similar functionality or is otherwise similar to Avue Digital Services®, including, without limitation, the Subscribed ADS Modules, whether for internal use or for the use of other agencies or third parties. Subscriber shall not reverse compile, disassemble, or reverse engineer the ADS Material. Subscriber shall not sell, license, or distribute any ADS Material to third parties (including, without limitation, other government agencies) or use any ADS Material as a component of or as a basis for any material offered for sale, license, or distribution.

5.9 With respect to section 5.0 of this agreement and its subsections, those provisions do not prevent internal use by Subscriber for internal Subscriber purposes of the output from the ADS Material, including but not limited to reports, position descriptions, and vacancy announcements. Additionally, except for sections 5.6, 5.7, and 5.8, the provisions in section 5.0 do not otherwise limit the rights of Subscriber in any way to data and information developed, entered into, and processed through Avue's information system(s) by Subscriber which is not technical data or computer software, and the reference to documents or data in their "original form" is not intended to limit the rights of Subscriber in data developed by Subscriber which may be modified or updated. By the same token, simply by using the ADS Material or inputting its own data into the ADS Material, Subscriber does not obtain any rights in the ADS Material. Nothing in this section is intended to narrow the scope of ADS Material or expand the scope of Client Data for purposes of sections 5.6, 5.7, and 5.8 of this Agreement, which shall apply to any data and information developed, entered into, and processed through Avue's information system(s) by Subscriber that includes ADS Material. At any time during the term of the contract at the request of the Subscriber, and at contract closeout, Avue will provide said data in a format previously identified by Subscriber. Data formats include, but are not limited to, XML, CSV, and PDF, but do not include MS Word.

6.0 Extranet Access

As described in Attachment 3, as part of the client's enterprise subscription, Avue will provide Subscriber with on-going Extranet access to the Subscribed ADS Modules. This includes on-going access to the applications, databases, and services for these modules sufficient to serve the Covered User Community identified in Attachment 1. Avue will be responsible for data and database administration throughout the course of the Subscribed Period. In addition, the Subscriber shall receive the following startup and configuration services:

- Capacity planning
- Functional and technical implementation and deployment Consulting
- Internal marketing planning and consulting

- Training and briefings of employees, managers, and staff professionals
- Database customization, specialized occupational cluster development, as well as application functionality and rules engine configuration
- Creation of User ID's, passwords, profiles, and permissions.

7.0 **Supplemental or Incidental Services**

The Subscriber may request that Avue perform supplemental or incidental services that relate to the Subscribed Services. Each work request for such supplemental or incidental services shall describe the requested services to be completed and, if applicable, the requested date of completion. All such work requests are subject to written acceptance by Avue.

8.0 **Subscriber Obligations**

The Subscriber shall (a) provide Avue with full, good faith cooperation and such information as may be required by Avue in order to promptly and fully deploy the Subscribed Services throughout the Subscriber; (b) provide such assistance and information as may be reasonably requested by Avue from time to time, and (c) timely and fully carry out all other Subscriber responsibilities set forth herein, including the Attachments hereto. For Subscribers purchasing the Avue Command Center Module (ACC), Subscriber specifically agrees to cooperate with Avue to establish a full bi-directional interface between the Avue system and the payroll system used by Subscriber.

9.0 **Level of Performance**

9.1. Definitions: For purposes of this Section 9.0, the following terms will have the meanings given:

9.1.1. "***Service Availability***" means the up-time of the Extranet Data Center and the relevant applications.

9.1.2. "***Hours of Operation***" means 2060 hours per quarter calendar year, calculated as follows: 7x24 for 365 days divided by 4 quarters per year less: (a) six daily maintenance and backup as required not to exceed one hour per day between 12 AM and 1AM (EST) and (b) one weekly maintenance and backup as required not to exceed one four hour period occurring from Saturday midnight to 4AM (EST) Sunday morning. "***Performance Standard***" means 95% of the Hours of Operation, i.e. 1957 hours per calendar quarter.

9.1.3. "***Service Accessibility***" means the ability for the Covered User Community to access the Subscribed ADS Modules from the following locations: within the Subscriber intranet environment; from Subscriber employee homes; and through general Internet access providers. Access from these locations is subject to meeting technical and security requirements.

9.2. Performance Availability and Service Accessibility

9.2.1. Avue will be responsible for maintaining Service Availability and Service Accessibility at a level not less than the Performance Standard.

9.3. Service Metrics

9.3.1. Avue will be responsible for the provision of Service Availability and Service Accessibility statistics on a monthly basis, as well as providing quarterly summary reports to the Subscriber. The monthly and quarterly statistics will reflect the number of actual hours of service delivered.

9.3.2. Any deficiency in achieving the Performance Standard in a quarter year may be subject to Service Credit, as defined and provided for in Section 9.4.

9.4. Service Credit:

9.4.1. In the event that, on an aggregate basis within any given quarter of a year, Avue does not provide Service Availability and Service Accessibility for any Subscribed ADS Module at a level that is at least equal to the Performance Standard due to a failure within the Extranet Data Center, the Subscriber may deduct from the Subscription Fee one percent

(1%) of the Subscription Fee for such Subscribed ADS Module, prorated with respect to such quarter, for each full one percent (1%) of the cumulative shortfall below the Performance Standard ("***Service Credit***").

9.4.2. Service Credit applied to Avue, will be subject to offset, pro rata, to the extent that Avue has provided service in excess of the Performance Standard, calculated on a rolling-average basis, during the preceding four quarters.

9.4.3. Service Credit, if any, may only be credited against the Subscriber's Subscription Fees, if any, next occurring for the affected Subscribed ADS Module(s).

9.4.4. The application of Service Credit will not apply in the event of a declared disaster where a business continuity plan is being executed, for the duration of the time required to relocate to the secondary data center. In addition, the application of Service Credit shall be subject to the terms contained elsewhere in this Agreement, including without limitation Section 9.5, Section 14.0, and Section 17.2.

9.4.5. The first quarter of the provision of any particular Subscribed ADS Module will be excluded from any Service Credit determination.

9.4.6. Major revisions to any Subscribed ADS Modules shall be excluded from the availability calculations for the first quarter that the major revision is in production. Avue and the Subscriber will jointly determine when a revision is considered to be a major revision.

9.5. Maximum Service Credits: Notwithstanding any other provision of this Agreement, including without limitation Section 9.4 in the event that the Subscriber is entitled to any Service Credit as a result of any shortfall in Service Availability and Service Accessibility in any calendar quarter, such Service Credit shall not exceed five percent (5%) of the Subscription Fee for the affected Subscribed ADS Module, pro-rated with respect to such calendar quarter.

9.6. Sole Remedy. Subscriber acknowledges and agrees that any Service Credit provided for under this Section 9 shall be the Subscriber's sole and only remedy in the event that there is any shortfall regarding Service Availability and Service Accessibility during the Subscription Period. This provision does not limit the government's rights to terminate for convenience or for cause pursuant to FAR 52.212-4(l) and (m).

10.0 **Fees and Expenses**

10.1. Enterprise Annual Subscriptions. As set forth in Attachment 1, and invoiced and payable as set forth in Section 11, for Enterprise Annual Subscriptions there shall be an Initialization Fee, an Annual Subscription Fee, and an Annual Extranet Fee for each ADS Module.

10.2 Enterprise Monthly Subscriptions. As set forth in Attachment 1, and invoiced and payable as set forth in Section 11, for Enterprise Monthly Subscriptions there shall be a single monthly Subscription Fee for each ADS Module.

10.3 Determination of Fees and FTE Modification. For all Enterprise Subscriptions all ADS fees are determined by the number of employees within the Subscribing Entity. The number of employees is determined by the authorized FTE's, in the enacted budget for the entity, for the fiscal year in which the initial purchase takes place. Subsequently, at each renewal the Subscriber will have its Annual Subscription and Extranet Fees adjusted as necessary to bring these fees into alignment with the Subscriber's enacted budget FTE for that subscription fiscal year.

10.4 Supplemental or Incidental Services. For any of the supplemental or incidental services described in Section 7, the Subscriber shall pay at the specified rates agreed upon between the Subscriber and Avue at the time an order for such services is accepted by Avue. The Subscriber shall be responsible for all actual, reasonable, out-of-pocket expenses incurred by Avue in performing any supplemental or incidental services. For government Subscribers, reimbursement of expenses under this subparagraph is limited to allowable costs under the applicable regulations.

11.0 **Acceptance, Invoicing and Payment Terms**

11.1. Avue shall not be required to initiate the Subscribed Services for any Subscription Period unless there is a procurement contract in place against which a valid purchase order for the Subscribed Services may be placed.

11.2. Subscriber's acceptance of any Subscribed ADS Module shall be deemed to occur at the time of Avue's first release of the Subscribed ADS Module for Subscriber's use which will be deemed to occur at the time when Avue provides Subscriber with its first user accounts permitting access to the fully functioning system.

11.3 With respect to Enterprise Annual Subscriptions:

11.3.1 Initialization Fees shall be invoiced commencing on the date the Subscribed ADS Modules are first released to the Subscriber. Payment is due upon receipt of invoice by the Subscriber.

11.3.2 Annual Subscription Fees shall be invoiced as follows:

11.3.2.1 In the event that Subscriber has not elected to take advantage of the standard pre-payment discount Avue offers its customers, the Annual Subscription Fees shall be invoiced in twelve (12) monthly installments, commencing on the date the Subscribed ADS Modules are first released to the Subscriber. Each ensuing subscription renewal shall be invoiced, due and payable in same manner. Payment is due upon receipt of invoice by the Subscriber. The fact that Annual Subscription Fees are paid monthly does not relieve the Subscriber of the full year subscription obligation to which such fees relate.

11.3.2.2 In the event that Subscriber has elected to take advantage of the standard pre-payment discount Avue offers its customers, initial year Subscription Fees are invoiced in full on the date the Subscribed ADS Modules are first released to the Subscriber. Payment is due upon receipt of invoice by the Subscriber. Each ensuing subscription renewal shall be invoiced, due and payable on the first day of the new subscription period.

11.3.3 Annual Extranet Fees are invoiced in twelve (12) monthly installments, commencing on the date the Subscribed ADS Modules are first released to the Subscriber. Payment is due upon receipt of invoice by the Subscriber.

11.4 With respect to Enterprise Monthly Subscriptions, subscription fees shall be invoiced monthly commencing on the date the Subscribed ADS Modules are first released to the Subscriber. Payment is due upon receipt of invoice by the Subscriber.

11.5. Fees for new ADS modules are invoiced on the first day of the Subscription Period to which the fees relate. Payment is due upon receipt of invoice by the Subscriber.

11.6 For Government subscribers, payment of all Avue fees shall be in accordance with the Prompt Payment Act.

11.7. Each invoice for fees and expenses relating to supplemental or incidental services under Section 7 is due and payable within thirty (30) days after the invoice date.

11.8. Any early termination of this Agreement shall not result in a refund or reduction of the fees for that portion of the Subscription Period so terminated.

12.0 **Subscriber Point of Contact**

The Subscriber's COTR, as identified in Attachment 1, will serve as the Subscriber's primary point of contact with Avue for all technical purposes.

13.0 **Ownership and Use of Intellectual Property**

13.1. The Subscriber acknowledges that Avue and/or its licensors own all intellectual property rights relating to the ADS Material and the Subscribed Services, including but not limited to all patents, trademarks, copyrights, trade secret, and data rights in all such materials including such rights as embodied in all hardware, software, and data components and any associated documentation, and all customizations, developments, derivative works, and outputs. The parties agree that, except as stated herein, this Agreement does not grant the Subscriber any rights to patents, copyrights, trade secrets, trade names, trademarks (whether registered or unregistered), data or any other rights or licenses in respect of the Subscribed Services or the ADS Materials. Upon termination of the Subscription Period and except as specifically permitted under section 5.6, the Subscriber agrees to return any Avue intellectual property in its possession, including but not limited to ADS Material and Avue copyrighted material, within 30 days of Avue's written request.

13.2. The ADS Material embodies information that is confidential and proprietary to Avue and its licensors. In addition but not in limitation of the foregoing, the Subscriber understands and agrees that the content databases of the ADS Materials include a data structure incorporating complex associations between data elements, that was created by Avue and which constitute or contain confidential information and trade secrets which are proprietary to Avue.

13.3. The Subscriber acknowledges that the Subscribed Services are purchased under the name Avue Digital Services, ADS, and the various individual module names designated by Avue. Subscriber agrees that it will only use Avue Digital Services, ADS, and the applicable module names when referring to the Subscribed Services, whether for internal use or external reference, and will not re-name, or otherwise refer to the Subscribed Services, provided that Subscriber shall not use Avue, Avue Digital Services, ADS, or other Avue intellectual property in connection with any internal or external communications, presentation or marketing material without the Avue's review and express written consent.

14.0 **Warranties and Disclaimers**

14.1. *Warranty and Disclaimer*. The ADS Material, including all software and data used to provide access to Subscribed ADS Modules, are protected by copyright laws and international copyright treaties, as well as other intellectual property laws. Avue warrants that it has sufficient rights to provide access to the ADS Material in accordance with this Agreement. However, due to the complex nature of software and digital services, Avue does not warrant that the ADS Materials are completely error free, will operate without interruption, are compatible with all equipment and software configurations, or will otherwise meet the Subscriber's needs. AVUE DOES NOT MAKE, AND HEREBY SPECIFICALLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR ARISING BY TRADE USAGE OR COURSE OF DEALING, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF INFORMATIONAL CONTENT, AND NONINFRINGEMENT.

14.2. The Subscriber assumes sole responsibility for results obtained from the use of any ADS Material and for conclusions drawn therefrom, except to the extent damage results from Avue's failure to exercise a reasonable standard of care in providing the ADS Material. Avue shall not be responsible for loss, destruction, alteration, or disclosure to any person of the Subscriber's data submitted by the Subscriber or resultant output thereof (or loss, destruction, alteration or disclosure to any person of any physical media on which such the Subscriber data or resultant output are stored), unless caused by Avue's negligence or willful misconduct. Furthermore, Avue shall have no liability for any errors or omissions in any information, instructions, or scripts provided to Avue by the Subscriber in connection with the services provided hereunder.

14.3. **<u>LIMITATION OF LIABILITY</u>. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE**

OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR REVENUE, LOST SAVINGS, LOSS OF USE OF THE SUBSCRIBED ADS MODULES OR ANY COMPONENT OF SUBPART THEREOF, BUSINESS INTERRUPTION, OR COST OF SUBSTITUTED FACILITIES, EQUIPMENT OR SERVICES, OR OTHER ECONOMIC LOSS ARISING OUT OF BREACH BY THE OTHER PARTY OF ANY OF ITS REPRESENTATIONS, WARRANTIES OR AGREEMENTS CONTAINED IN THIS AGREEMENT, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS CLAUSE SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 41 U.S.C. §§ 3729-3733. THIS CLAUSE SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OR RELATED TO THIS AGREEMENT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 41 U.S.C. §§3729-3733.

14.4. **<u>DISCLAIMER OF ACTIONS CAUSED BY AND/OR UNDER THE CONTROL OF THIRD PARTIES</u>: AVUE DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE DATA CENTER AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET OR PORTIONS THEREOF. ALTHOUGH AVUE WILL USE COMMERCIALLY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, AVUE CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, AVUE DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS, INCLUDING WITHOUT LIMITATION ANY SERVICE ACCESSIBILITY AND SERVICE AVAILABILITY SHORTFALL RESULTING FROM IN WHOLE OR IN PART FROM SUCH EVENTS.**

15.0 [Reserved]

16.0 **Additional Terms and Conditions**

In the event that certain "premium" features (e.g., where proprietary third party data access requires payment of a fee) are made available to Subscriber, the Subscriber will be given written notice of all applicable terms and conditions, including charges, which are different from those set forth in this Agreement ("***Additional Terms***"). Subscriber will not be given access to such "premium" features without accepting the Additional Terms, but once accepted, Subscriber agrees to, and will be obligated to comply with, all such Additional Terms as well as the terms and conditions in this Agreement. All Additional Terms will be considered part of this Agreement.

17.0 **General**

17.1. *Notices*: Any notice or request hereunder shall be made in writing, delivered in person to an authorized officer of the respective party, sent by first-class mail or reputable express courier (postage or charges prepaid) or transmitted by confirmed facsimile to the other party at its address stated at the beginning of this Agreement or at such other address for which such party gives notice hereunder. Any notices, demands or other communications required or permitted hereunder shall be deemed given when hand delivered or transmitted by confirmed facsimile, on the next business day after being sent by overnight express courier (charges prepaid), or three (3) days after being deposited in the United States mail, postage prepaid.

17.2. *Force Majeure:* If any cause or circumstance beyond a party's reasonable control prevents that party from performing its obligations, in whole or in part, pursuant to this Agreement, such party shall not be held responsible for the part-performance or non-performance of such obligation(s) during the continuance of such cause or circumstance; provided, however, that the part-performing or non-performing party provides the other with prompt detailed notice of the cause and circumstance hindering or preventing performance. Upon receiving such notice, the other party may defer or suspend its performance until it receives additional written notice that the part-performing or non-performing party is ready and able to continue performance.

17.3. *Severability*: If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17.4. *Section Headings:* The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement.

17.5. *Waiver:* The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future.

17.6. *Dispute Resolution*: If a dispute regarding the interpretation or enforcement of this Agreement arises, the senior executive officers of the parties will promptly meet to seek to resolve the dispute. In the event that the dispute is not then resolved, the parties shall have recourse to all available legal and equitable remedies.

IN THE EVENT THIS AGREEMENT IS INCORPORATED INTO A GOVERNMENTAL CONTRACT AWARD, EXECUTION BY THE PARTIES IS NOT NECESSARY.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have executed this Agreement, effective as of the date first written above.

SUBSCRIBER

By:____________________________________
Name:
Title:

AVUE TECHNOLOGIES CORPORATION

By:____________________________________
Name:
Title:

<u>Clarifying Addendum for BPA</u>

The Avue Master Subscription Agreement (MSA) for BPA dated effective as of June __, 2012 is hereby clarified as follows:

1. <u>Functional Requirements</u>

Self Scoring of Functional Requirements are requested and contained in the Response Appendix of the RFO (Avue's response is contained in file titled "Carahsoft-Avue BPA RFO 22012-Attachment 6 Technical Response Appendix 03 08 2012.xls"). Specifically called out from the document are requirements that Avue does not yet meet and their associated response. Unless specifically stated, the timeline for the tasks below will be agreed to in writing during the detailed planning phase (within 30 days of contract award). Unless otherwise negotiated, all tasks will be complete within 6 months of contract award.

Non-Responsive

[redacted]

Non-Responsive

[redacted]

Non-Responsive

[redacted]

Non-Responsive

[redacted]

Non-Responsive

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Non-Responsive

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Non-Responsive

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CONTRACTOR COMPLIANCE WITH BPA POLICIES (3-8)
(SEP 09)(BPI 3.7.1)

(a) The contractor shall comply with all BPA policies affecting the BPA workplace environment. Examples of specific policies are:

(1) Harassment-free workplace;

(2) Non-smoking workplace;

(3) Firearms and other weapons (BPAM 1086);

(4) Safety and health clauses in this contract;

(5) Visits to BPA substations, rights-of-way work sites, other electrical hazardous work sites, and non-electrical hazardous work sites;
(6) Standards of conduct regarding transmission information (BPI 3.2);
(7) Dissemination of Critical Program Information (BPA Security Standards Manual, Chapter 300-2); and
(8) Identity verification and background screening for all contractors, and pre-approval for non-US Citizen access to BPA facilities, as prescribed by the BPA Security office procedures.
(b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BPA FACILITIES (23-4) (MAY 07)(BPI 23.4.1)

(a) The following definitions shall apply to this contract:
(1) "Access" means the ability to enter BPA facilities as a direct or indirect result of the work required under this contract.
(2) "Sensitive unclassified data" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified data may include, but are not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data within the meaning of l8 U.S.C. 1905 and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled nuclear information within the meaning of 42 U.S.C. 2168; critical infrastructure information, energy supply data; economic forecasts; and financial data.
(b) BPA personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at BPA. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide BPA with information to determine an individual's initial eligibility or continued eligibility for access to BPA facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
(c) The contractor is responsible for protecting BPA property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire for Non Sensitive Positions and submit it to BPA for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer-term contract employees will occur at periodic intervals, generally of five years.
(d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to BPA facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of BPA property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
(1) Any behavior, activities, or associations that may show the individual is not reliable or trustworthy.
(2) Any deliberate misrepresentations, falsifications, or omissions of material facts.
(3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse.

(4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
(e) If the NACI screening process described above prompts a determination to disapprove access, BPA shall notify the contractor, who will then inform the individual of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
(f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COTR immediately.
(g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
(h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of BPA's information resources must participate annually in a BPA-furnished information resources security training course.
(i) The contractor is responsible for obtaining from its employees any BPA-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COTR, who will forward it to Security Management.
(j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to BPA facilities and/ or computer systems.

HOMELAND SECURITY (14-17)
(OCT 11)(BPI 14.18.3)
(a) The performance of any development, design, maintenance or support services by the Contractor must be performed within the U.S. If any portion of the Contractor's maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to BPA to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country. BPA will notify the Contractor in writing whether it can allow an intangible export of BPA's Critical Information (CI) or if a Deemed Export License is required.
(b) The Contractor shall not transfer any BPA CI, BPA software, data or technology to any foreign nationals, whether located within or outside of the U.S. CI means any designated sensitive information which must be safeguarded from loss, misuse, compromise, unauthorized, access, or modification, because such actions may adversely affect BPA business, security or other interests of the government, or the privacy of individuals; or which may otherwise be used by BPA's competitors or adversaries (including, but not limited to, other utilities, contractors, foreign interests, or disgruntled employees) to harm or embarrass BPA, or to gain an unfair advantage. The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to BPA's CI, software, data or technology. BPA will approve or reject consultation with the third party.
(c) Notification of Security Incident. The Contractor shall immediately notify BPA's Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with BPA in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5200 and ask for a Cyber Security Officer. BPA may also provide in writing to the Contractor alternate phone numbers for

contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

PRIVACY ACT (5-1)
(OCT 93)(BPI 5.1.2)
(a) The Contractor shall be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974, (5 U.S.C. 552a) and applicable DOE regulations.
(b) The Contractor agrees to:
(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals.
(2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
(c) In the event of violations of the Act, a civil action may be brought against BPA if the violation concerns the design, development, or operation of a system of records on individuals to accomplish a BPA function, and criminal penalties may be imposed upon the employees of BPA when the violation concerns the operation of a system of records on individuals to accomplish a BPA function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor and any employee of the Contractor are considered to be employees of BPA.

INSURANCE (16-2M)
(JUN 12)(BPI 16.3.3)

(a) Before commencing work under this contract, the Contractor shall provide to the Contracting Officer certificates of insurance from the insurance company, or an authorized insurance agent, stating the required insurance has been obtained and is in force. The certificate(s) shall identify the Contractor and name BPA as the certificate holder as follows:
Bonneville Power Administration
Attention: Contracting Officer's Representative – Winston Young
The certificate shall also identify the contract number(s) for which coverage is provided, and shall contain a statement that the insurer will endeavor to give notice of cancellation or any material change to the certificate holder at least 30 days before the effective date.
(b) Throughout the period of the contract the Contractor shall deliver a new certificate of insurance to the Contracting Officer within 10 business days of existing policy expiration, changes, and/or changes in insurance providers. If the Contractor's insurance does not cover the subcontractors involved in the work, the Contractor shall provide the Contracting Officer with certificates of insurance stating that the required insurance has been obtained by the subcontractors.
(c) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.
(d) The following minimum kinds and amounts of insurance are applicable in the performance of the work under this contract. All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.
(1) **Workers' compensation and employer's liability**. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. Employer's liability coverage of at least $1,000,000 shall be required. BPA may require Contractors who are individuals (whether incorporated or not) to carry workers' compensation to protect agency interests. The Contracting Officer shall advise the Contractor regarding specific requirements.
(2) **Commercial General liability**. The contractor shall provide commercial general liability insurance (CGL) of at least $1,000,000 per occurrence. Any policy aggregate limits which apply shall be modified

to apply to each location and project. The policy shall name BPA, its officials, officers, employees and agents, as additional insureds with respect to the contractor's performance of services under the contract. The contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of BPA. The contractor's CGL policy shall be issued on an occurrence basis.

(3) **Automobile liability.** The contractor shall provide automobile liability insurance covering the operation of all automobiles used in performing the contract. Policies shall provide limits of at least $1,000,000 per accident and include coverage for all owned, non-owned and hired automobiles.

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

(a) In performance of this contract, the contractor shall protect all data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and BPA's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of these information or systems.

(b) The contractor shall maintain an information security and/or data security plan or program consistent with industry standards such as National Institute of Standards and Technology (NIST), as required by the E-Government Act (Public Law 107-347) of 2002, Title III Federal Information Security Management Act (FISMA).

(c) The BPA Chief Information Officer (CIO), or representatives, shall have the right to examine, audit, and reproduce any of the contractor's pertinent information security and/or data security plan or program.

(d) The contractor shall adhere to any additional information security requirements identified in the statement of work.

(e) The contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the Contract as identified by BPA.

In all other respects, the MSA remains unchanged.

Attachment 1
Subscription

Name of the Subscriber: Bonneville Power Administration

Subscriber's COTR:

Type of Subscription (Annual/Monthly): Annual

Modules Subscribed:

As part of the contract to which this Agreement is an Attachment, Subscriber has subscribed to the entire Avue Atlas® offering (including modules that may be added from time to time during the contract period). Under this subscription, however, Subscriber will be charged for Initialization, Annual Subscription Fees, and Extranet Fees only with respect to modules that have been activated for deployment in Subscriber. Further, Subscriber will have the right, by simple modification of this contract, to activate additional Avue modules for prices mutually agreed upon. Currently, the Avue Atlas® consists of the following modules:

Module Name and Category	Acronym	Price Type
Avue Operating System – Includes Position Management, Employee Skills Survey, Payroll System Interface, PAR Workflow	AOS	C
Avue Command Center® on-line reporting and decision support – Includes Avue Command Console™ mobile tablet executive enterprise display and decision support	ACC	B
Recruitment, Retention, and Staffing	RRS	B
RRS Assessment	RRS-A	A
Performance Optimization	POM	B
Organizational Forecasting – includes succession planning	OFM	C
Organizational Optimization	OOM	B
Salary Management	SMM	B
Enterprise Learning Management	ELM	C
Employee Benefits and Retirement	EBRM	C
Management-Employee Relations	MER	B
EEO Program and Case Management	EEO	B
Injury Compensation Program and Case Management	ICM	B
Avue Time and Attendance	ATA	C
Avue Workforce Scheduling ***New Modules Added 06 01 12:*** Workforce Engagement Conference and Event Management [Type A with ELM]	AWS WEM CEM	C B A/B

Covered User Community (number of Subscriber FTE): Up to 5,000 FTE

Initial Subscription Period: Base Period of effective Date through three calendar years plus five calendar year option years.

Supplemental or Incidental Services: None

Fees: The Subscriber is activating three Avue modulels immediately upon contract award: Avue Operating System (AOS), Recruitment, Retention and Staffing Module (RRS), and the Avue Command Center (ACC). See attached spreadsheet.

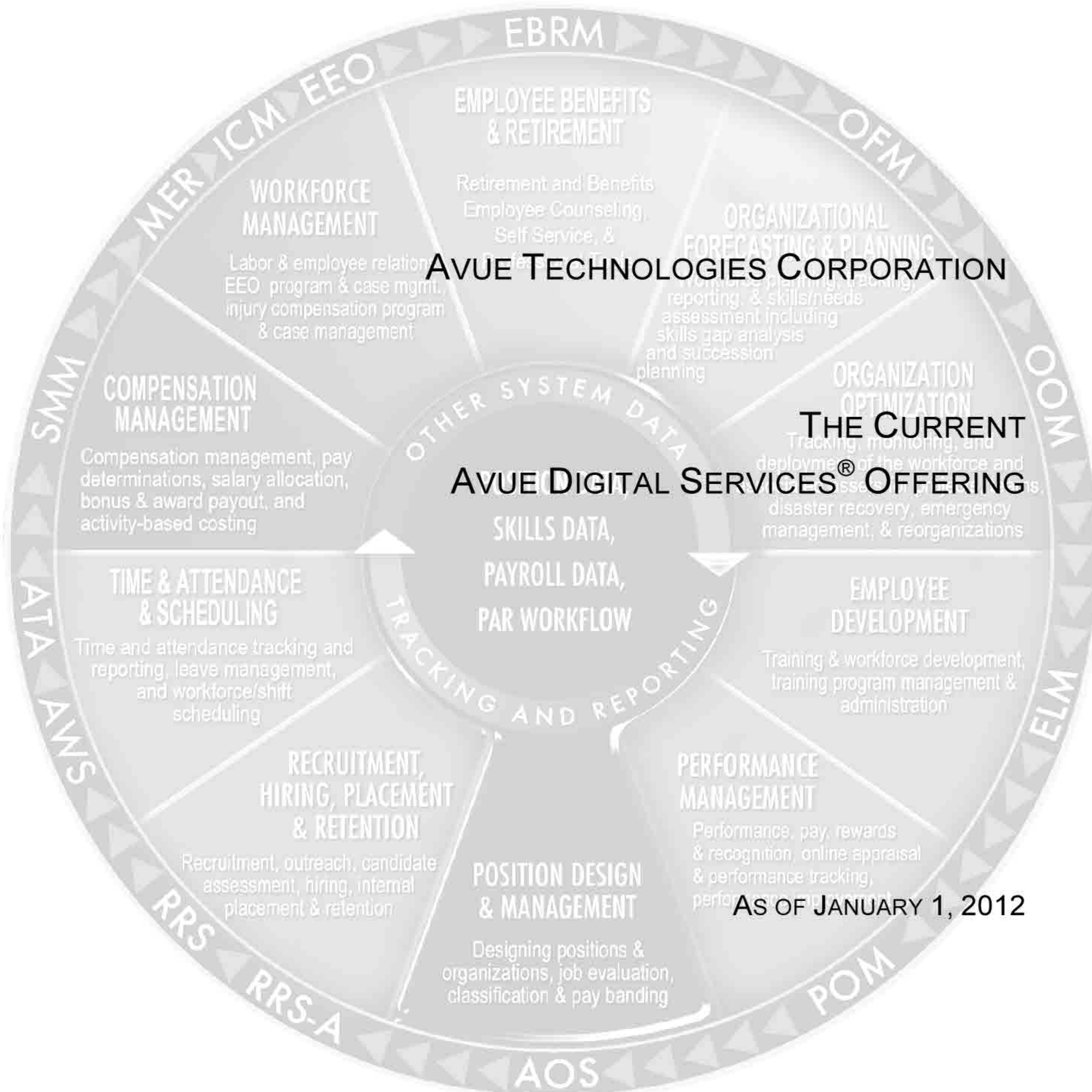
Special Considerations:

1. In consideration of the special pricing discounts provided to BPA during the Base Period, BPA will:
   a. Use its best efforts in cooperation with Avue to fully and promptly deploy the Subscribed Modules to "hands-on usage" by line managers and employees, as well as staff professionals; and
   b. At Avue's request, serve as an active reference to other customers and potential customers with respect to the Avue offering, including making its Avue project lead (or other person reasonably acceptable to Avue) available in Washington, DC to speak at an Avue event (held at a mutually convenient date) up to once per year.

Non-Responsive

[redacted]

TECHNOLOGIES CORPORATION



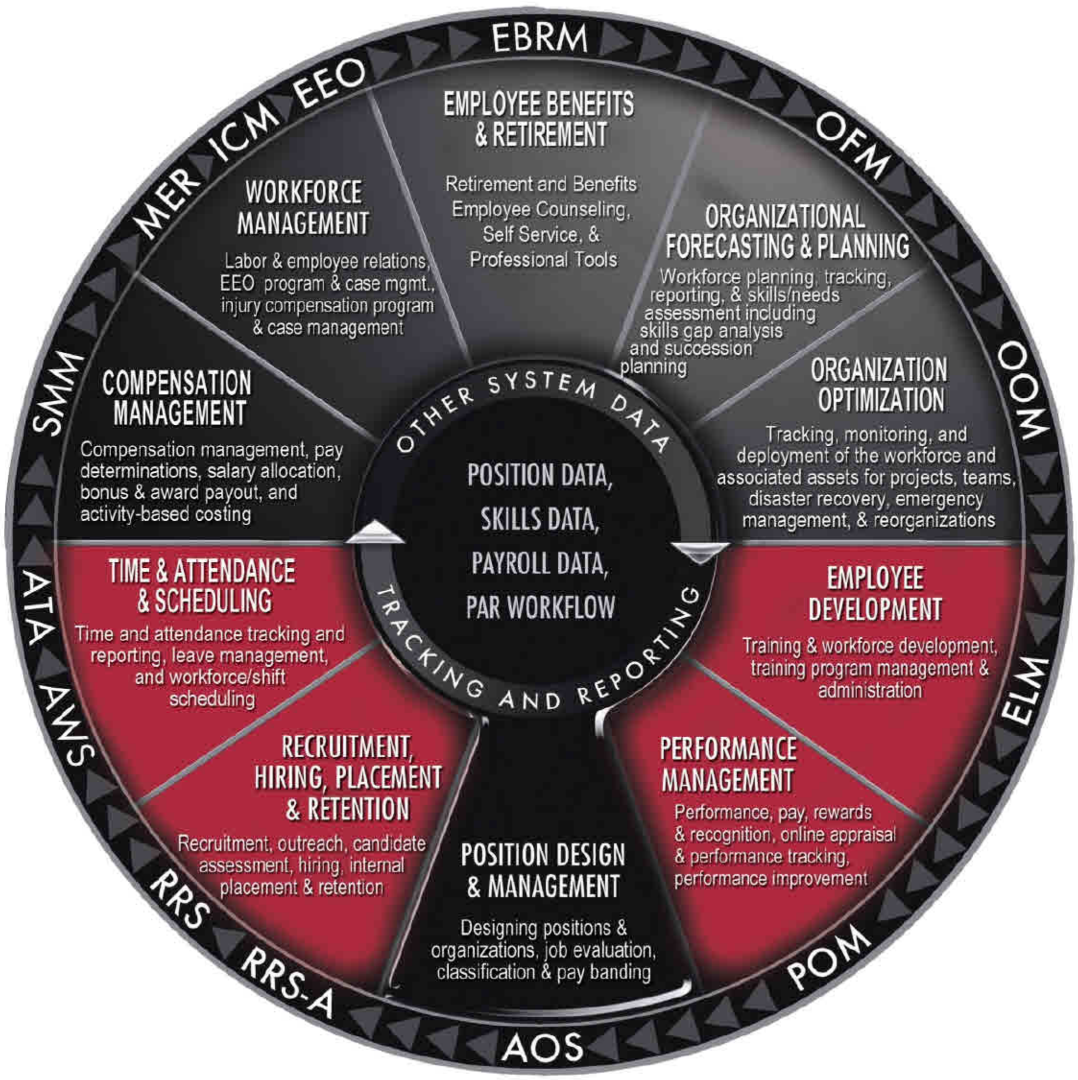
Avue Technologies Corporation

The Current

Avue Digital Services® Offering

As of January 1, 2012

The Current Avue Digital Services® Offering



Since 1983, Avue has been the leader in workforce optimization and management solutions designed for all aspects of workforce management within the public sector. Our flagship solution, Avue Digital Services®, is a fully-integrated suite of twelve native-web modules that digitize, automate, optimize, track, monitor, and report on the most important workforce management processes, including:

- Position Management
- Compensation Management
- Organizational Architecture
- Individual and Enterprise Performance Optimization
- Recruitment and Staffing
- Workforce Forecasting and Succession Planning
- Personnel Security and Background Investigations
- Management-Employee Relations
- Equal Employment Opportunity
- Injury Compensation
- Enterprise Learning Management
- Employee Benefits and Retirement
- Workforce time and attendance and scheduling

Total coverage of Avue® is shown in the Avue Atlas® above.

Avue serves agencies that vary widely in mission and HR strategy in both the legislative and executive branches, including agencies with innovative human capital management policies such as pay banding, market-based pay, and pay for performance. We actively engage our clients to develop innovative human capital programs that address emerging labor market issues and promote organizational agility, flexibility and mission responsiveness.

Avue's unprecedented workforce management offering is a fully-hosted, integrated service delivery system that pairs technology with professional services – and it's ready to deploy instantly. Avue's embedded the expertise of highly skilled professionals in its rules engines, providing the most comprehensive human resources knowledge management base available in the public sector. The engineered content and expertise along with business process management technology, workflow, and transaction processing, are included in the single, fixed annual subscription fee.

Equally remarkable, Avue provides unlimited, on-demand, professional expert consulting services directly supporting managers – at no additional charge to Avue subscribers.

THE AVUE® PLATFORM

Flexible, Scalable, Secure

The modular nature of Avue® provides significant flexibility to allow clients to subscribe only to the modules they need.

- Any single module subscription includes a complete Personnel Action Request workflow system that facilitates workflow, tracking, metrics, and reporting, across the entire "SF-52" spectrum of actions.
- Certain business processes, such as performance management, also include "collaboration" workflow. This form of workflow facilitates communication and engages all process participants as a team. Team builder, unique among HR systems, also allows end users to build teams to encourage collaboration and to allow many to confer on a single issue.
- Workflow participants access the system through the Avue Navigator™, which provides the ability to initiate and respond to requests, make just-in-time decisions, process actions, and access standard and ad hoc reporting.

Access to the Internet is all your agency needs to provide – if you can get to the Internet, you can get to your Avue account online.

Avue® includes a bi-directional interface that integrates Avue data with other systems including Human Resource Information Systems (HRIS), payroll systems, financial systems, and time and attendance systems.

- The interface extends and provides real-time access to information across system silos so that relevant information can be shared by multiple systems.
- Avue uses XML, the industry standard and preferred OMB approach, for data transfer/interaction.

Our expert system rules engines, application functionality, content databases and IT infrastructure are all hosted in our secure data centers and accessed by our clients 24/7, using a standard browser via the Internet from anywhere in the world. You won't need to purchase hardware, software, or software enabling devices – a standard browser and Internet access is all any user ever needs.

Avue® is explicitly designed for high scalability and performance and a subscription includes unlimited concurrent users – from managers, administrative officers, support staff, recruiters, EEO personnel, background investigators, HR professionals, to employees and applicants. Avue® provides all the capacity you need to support all you users and encourages high numbers of concurrent users, especially during key events such as annual performance ratings and surge hiring. Avue maintains over 99% uptime and has never lost data or been below this threshold. The unique combination of our technology and business model enables our solution to be rapidly deployed within organizations and deliver quick and measurable results.

Because Avue® is an expert system where the business process rules are digitally embedded, even occasional users can operate it without risk. Users' views have uniquely designed permissions based on their roles. Individual users can also have multiple roles, for example, as a manager and as an HR professional. Roles dictate security provisions, access to data, and authorized actions. Avue performs (at no additional charge) all system administrator functions, including user management, with same day service.

KEY BENEFITS OF THE AVUE® SOLUTION

Fast, Efficient, Experienced and Trusted

Automation of All Human Capital Management Processes & Practices: Avue® digitizes 80% to 90% of all public sector HR business processes, enabling our clients to dramatically improve quality of service while simultaneously reducing cycle times and costs. For recruitment and staffing alone:

- All Avue clients routinely achieve a 10-day cycle time required to staff a Federal position. This dramatic reduction is a result of digitizing these processes and providing context-sensitive content to aid hiring managers and supporting administrative staff.
- Avue's rules-based engines, in tandem with the automatically generated applicant questionnaire, are able to digitally assess applicants and determine the 3-4% most highly qualified of the pool.

The annual savings generated by our solution generally provide a financial savings of 10-20 times the existing business processes.

- The labor savings provided by Avue® effectively increases the servicing ratio (the number of HR professionals required to provide HR services versus the number of employees in the agency). Across the Federal Government, the servicing ratio is 1 HR FTE for every 50 Agency FTE. With Avue, a Subscriber can increase its ratio to 1 HR FTE for every 1,000 to 5,000 Agency FTE.
- The current shortage of HR professionals in the public sector and in the labor market means a "retire-without-rehire" plan is essential for all Federal agencies. Because of the increased servicing ratio Avue® provides, our subscribers benefit enormously from the business process reengineering and rules engines embedded in Avue®, assuring both increased efficiency and regulatory compliance.

Deployment Speed: Unlike ERP and HRIS systems, Avue® is an expert system that combines off-the-shelf database content with software application functionality to produce documents, decision support, completed transactions, advice, reports, and data exchanges from a fully hosted data center environment. *New Avue client agencies are activated and using the system literally within hours of contract award.*

Fixed Price, "All You Can Eat": Avue has developed a unique fixed-price, annual subscription model providing unlimited use inside the agency – effectively eliminating deployment constraints of legacy software "price-per-seat" licensing models.

- There are no licensing fees, no limits on the number of concurrent users, no transaction charges, and no professional service fees.
- Because the Avue® system is fully hosted, IT support costs, capital investments in hardware and software, and expensive system maintenance and upgrades to both the software and IT platform are eliminated.
- Avue® complies with all Federal security, COOP planning, and OMB E-Gov Enterprise Architecture requirements.

No Capital Investment: We provide all the hardware, software, content, and support required throughout the subscription period. Because Avue® is fully production ready and the IT infrastructure is available at the time of subscription, clients do not have to make *any* capital investment in IT infrastructure.

Complete Risk Management: Avue® manages client risk by ensuring that all services delivered fully meet all regulatory and statutory requirements and exemplify the best practices in these areas. Avue® automatically gathers and reports all information required to meet employment and civil rights statutes and regulations.

Because of its capability to ensure non-discriminatory, merit-based, workforce management, Avue® is exclusively endorsed by:

- American Federation of Government Employees
- Black Data Processing Associates
- Blacks In Government
- Federal Asian Pacific American Council
- Federally Employed Women
- National Image
- Organization of Black Airline Pilots Association
- Senior Executives Association
- Society of American Indian Government Employees

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These organizations also help Avue clients with outreach, targeted recruitment, and a demonstrated commitment to the Merit System Principles and positive, proactive, EEO practices.

Support and Maintenance Sourced to Avue: The Avue® service delivery model is unique. Because Avue® includes its own IT infrastructure, and packages all associated services to manage and support it in the subscription fee, clients do not need to grapple with ongoing management of the infrastructure, software, or content database. Product updates are made instantly available to all clients so upgrades and trying to fund and implement the next software releases are things of the past.

Fully Loaded Occupational Content Database: Only Avue® provides an integrated solution specifically built and maintained for the public sector.

- Through our unique solution, Avue provides off-the-shelf, public sector content databases covering 100% of the government-wide occupations. In addition, the subscription includes complete content database customization, if required, new bi-weekly content releases, and access to a shared library used by all of our subscribers. **No other system comes populated with such data or has a database even roughly comparable to the scope and comprehensive coverage of Avue®.**
- The Avue® database includes work functions, duties, skills/competencies, performance requirements, employee-labor relations, EEO, staffing, recruitment, and a myriad of other public sector HR content.
- All Avue® content is correlated for content validity, litigation risk mitigation, and incorporates best practices.
- Avue® Subscribers include a variety of agencies with alternative human capital systems, pay banding, market-based pay, and pay for performance.

Security & Continuity of Operations Plans (COOP): Avue® security meets the National Institute of Standards and Technology (NIST) and Federal Information Security Management Act (FISMA) standards and has been certified and accredited by its Subscriber agencies.

- Avue® security covers Avue data center physical security, operations, networks, database, data access, and personnel.
- For Subscribers, Avue® provides role-based security all the way down to the individual user level.
- By operating 100% "server side," Avue® has eliminated all software program installation issues, including downloads, "cookies," the need for web-emulation tools such as Citrix™, or other security and deployment risks.
- Avue® data centers also utilize a variety of security measures include biometric scanning, full-time on premise guards, and video surveillance.

All Federal agencies are required to have continuity of operations plans (COOP) in place for all critical systems. To help Subscriber agencies meet this requirement, Avue provides three data centers in geographically dispersed locations within the United States.

- Avue's data centers have backup power generation, redundant incoming telecommunications lines, off-site data storage, nightly backups, and other measures to assure a Subscriber can be up and running within a very short period of time should a data center have a catastrophic occurrence.
- Subscribers can access the data center from anywhere they can reach the Internet, and key components of the software are usable via wireless connection.

In the same manner as described for COOP purposes, Avue® also supports telecommuting objectives of agencies. Because access is dependent only on Internet access, subscribers can reach their Avue® account from anywhere, globally.

Enterprise-wide Visibility: Avue® provides enterprise-wide visibility on the workforce – from a bird's eye view to a wide angle lens, from 50,000 feet to sea level. Our real-time reporting makes it possible to review key metrics and drill down into the details about employees, locations, reporting relationships, performance metrics, skills/competencies, pay, overtime, and a host of other details and demographics. Avue® also refreshes payroll data nightly, and for some agencies, financial data as well. Real-time Avue-generated data can also be used to provide reports and unique features such as real-time organizational charts.

- Avue® provides information and insight about the distribution of positions, workload metrics, recruitment effort effectiveness, cycle time, employee skills, workforce demographics, and post-hire performance – and this is just the tip of the iceberg when it comes to the management information we make available.
- Every step of every business process incorporated in Avue® is tracked and feedback loops enable consistent ongoing process improvement. Everything, and we mean everything, is captured in the system and stored in a manner that allows reports to be generated on a standard, "time-released," regular and recurring, or "ad hoc" basis.

Highly Experienced Staff: Avue has an extensive workforce of former Federal and state/local HR professionals, each expert in various human capital management and financial management functions, including Federal payroll. Avue's internal expertise results from a careful and systematic strategy to recruit, hire, and retain experts in every range of human resources from operational service delivery, workforce research and analysis, integration with financial management, to policy formulation.

Avue's seasoned former public sector employees, representing over 700 years of public sector HR experience, provide our Subscribers with expertise, insight, regulatory guidance, and operations support in all areas, at all levels.

WORKFLOW, BUSINESS PROCESS MANAGEMENT, BUSINESS ACTIVITY MONITORING, PERSONNEL ACTION PROCESSING, TRACKING, AND REPORTING

Avue includes technologically superior workflow in its subscription offering and is the only human resources system to include business activity monitoring and reporting as a standard system and service feature.

Avue's workflow includes both collaboration workflows, such as for performance management and optimization, and transaction workflows, including personnel action ("SF-52") processing and bi-directional payroll interface.

- Unlike virtually any other HR solution, Avue's workflow adapts to the agency, rather than the other way around. To best meet each client's needs, during the deployment stage Avue maps each agency business process to produce an optimal process flow supporting the Subscriber's policies and practices. Using Avue's Data Mapping Engine (DME), process participants are linked to the workflow and are designated roles, security, permissions, and 'actions' that are tailored to the participant, their various agency roles, and their roles in relevant events in the business process. Edits, additions, deletions, and participant changes are accommodated by Avue® electronically or, if necessary, by Avue consultants, and are included in the client's subscription fee.

- Metrics are tracked for each process, event, and individual user to provide enterprise, business activity, process, and user metrics and reporting. Business Activity Monitoring (BAM), allows the Subscriber to monitor workload balance and track performance metrics on any covered business process. Workflow processing includes the capability to assign, delegate, and transfer work from one participant to another, either permanently or temporarily.

The Avue® Personnel Action Request ("SF-52") system covers 100% of the personnel actions processed, and produces an electronic, hard copy and interfaced output. Payroll system interfaces provide for automatic transmission to the client's payroll providers. Agencies with HRIS systems can also interface with Avue®.

Reports are both standard and ad hoc. Avue® provides custom report creation services as well as an online, ad hoc reporting tool. Every Avue report has an option to download report data to a CSV file so it can be imported into common office applications such as Microsoft Office Excel™ and other database applications.

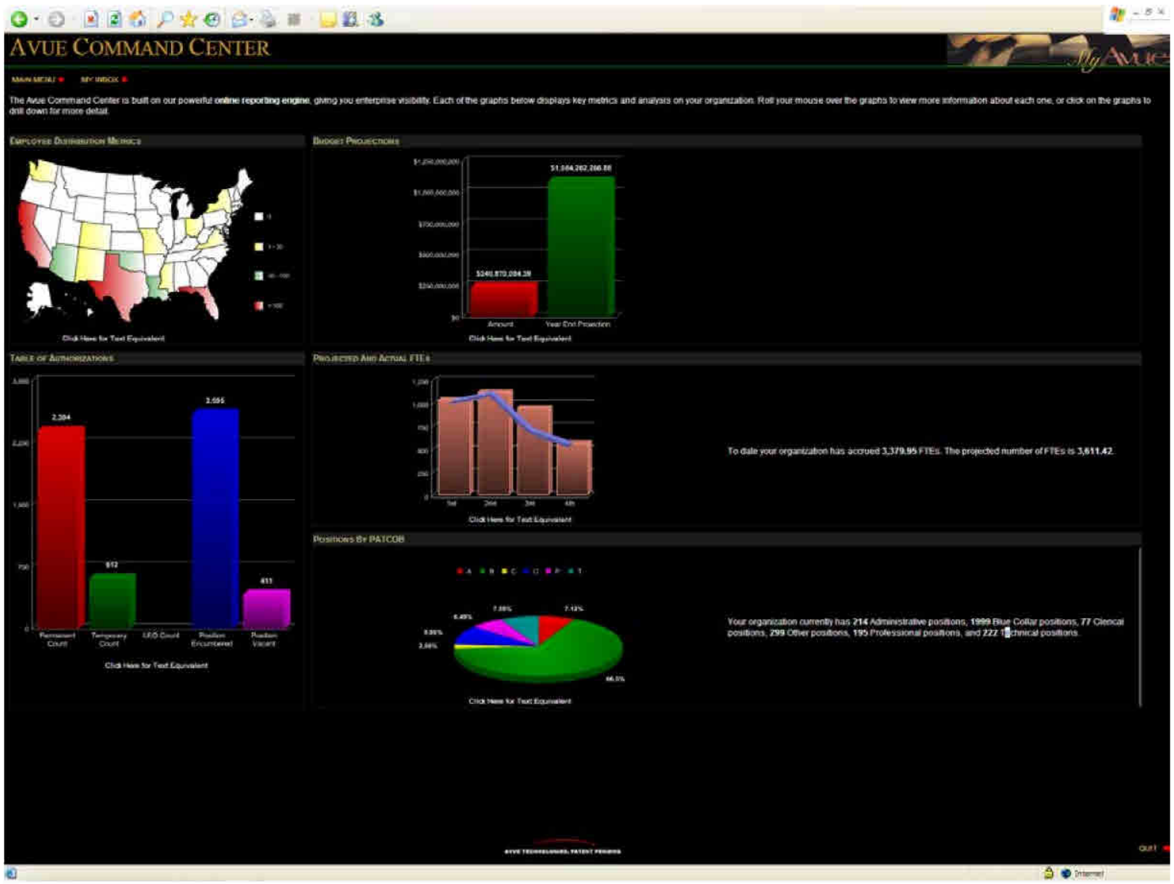
AVUE INCLUDED SUPPLEMENTAL SERVICES – INCLUDING AVUE ENTERPRISE DIRECT® SERVICES FROM AVUE'S HR SHARED SERVICE CENTER

As part of each client's subscription, Avue® includes a full range of services including product implementation consulting, training and technical support, which we continually modify and improve upon. These services are provided at no additional charge and include:

- 24x7x365 technical support and data center management.
- Help Desk support for job applicants and employees.
- Direct online and telephone support for staff professionals to assist in all aspects of using the Avue® system and delivering HR services to HR customers, including developing positions, recruitment activities, job posting, surge workload support, etc.
- Avue® Concierge Services for managers, which includes all levels and types of support for job postings, position development, performance plan development, workforce management, workforce forecasting, reporting, skills management, and real-time performance support on Avue® system use.
- Employee briefings and "town hall" meetings.
- Management and executive briefings, to include on-site, online, and telephone support.
- Avue® training for HR and staff professionals, including administrative officers, EEO professionals, budget analysts, payroll and personnel action processing staff, and all others included in the HR end-to-end business process.
- Training and other periodic presentations offered by Avue to its customers are typically offered in a setting where modest food and refreshments are provided throughout the day to attendees; attendees have the option of partaking or not.

AVUE® COMMAND CENTER ON-LINE REPORTING AND DECISION SUPPORT (ACC)

The Avue® Command Center On-Line Reporting and Decision Support Module (ACC) represents the ultimate in enterprise-wide visibility on business operations for management decision-support. The objective of ACC is to provide truly actionable information, rather than data, to line and senior managers at all levels of the organization. ACC provides visibility at the granular level all the way up to the truly big picture.



Key executives (e.g., CFO, CAO, CIO, CHCO) can set ACC to push information to managers that is critical to accomplishment of organizational strategic plans and goals. Information is displayed in graphical form with drill down into subordinate data layers and data tables. All data generated and reported can be exported into common desktop applications such as Microsoft Excel™ for further analysis.

- workforce and mission are constantly accessible to managers making operational decisions in real-time. Program managers, such as HR Directors, also have an ACC that provides real-time metrics tracking key program statistics including workload, workload distribution, over-standard tasks, and performance by staff.

- ACC builds on the Avue® Operating System, which

incorporates payroll data and position information, to permit the user to construct ad-hoc reports on all data within the Avue® system, including data imported from other systems, such as the finance and accounting systems, which are merged across these administrative silos into one comprehensive database from which reports are created.

- ACC also includes graphing and data display tools that are ideal for making data come to life in ways that provide information, insight and the ability to take action.

- ACC

reports can all be saved by the user for repeat use, and report data can be easily "dumped out" into .csv files should the user need to employ more rigorous analysis and modeling tools.

- ACC includes use of a limited number of Avue-provided computer tablets (e.g., the Apple iPad) for use by key executives in the customer to store and display Avue data conveniently wherever they are.

MODULE NAME AND CATEGORY	ACRONYM	PRICE TYPE
AVUE OPERATING SYSTEM (AOS/PMM) – INCLUDES POSITION MANAGEMENT, EMPLOYEE SKILLS SURVEY, PAYROLL SYSTEM INTERFACE, PAR WORKFLOW	AOS	C
RECRUITMENT, RETENTION, AND STAFFING	RRS	B
RRS ASSESSMENT	RRS-A	A
PERFORMANCE OPTIMIZATION	POM	B
ORGANIZATIONAL FORECASTING – INCLUDES SUCCESSION PLANNING AND	OFM	C
ORGANIZATIONAL OPTIMIZATION	OOM	B
SALARY MANAGEMENT	SMM	B
AVUE COMMAND CENTER™ ON-LINE REPORTING AND DECISION SUPPORT	ACC	B
ENTERPRISE LEARNING MANAGEMENT	ELM	C
EMPLOYEE BENEFITS AND RETIREMENT	EBRM	C
MANAGEMENT-EMPLOYEE RELATIONS	MER	B
EEO PROGRAM AND CASE MANAGEMENT	EEO	B
INJURY COMPENSATION PROGRAM AND CASE MANAGEMENT	ICM	B
AVUE TIME AND ATTENDANCE	ATA	C
AVUE WORKFORCE SCHEDULING	AWS	C

AVUE® MODULE DESCRIPTIONS

The following more detailed module descriptions provide an overview of each module's primary function, application feature-functionality, and database coverage. The descriptions are brief and are not meant to be all-inclusive but, rather, highlight certain key aspects of the module and its role in public sector workforce management operations.

All Avue® modules are enhanced on a recurring basis, with new features appearing approximately every two weeks. Enhancements are included in the fixed subscription price and are offered to all Avue Subscribers. Database enhancements are similarly recurring, approximately every two weeks and are also included without additional charge.

Avue clients are all part of a community in which enhancements or additions requested by one are then offered to all as part of the ongoing subscription service. With so many agency clients, this cross-agency sharing promotes efficient and economical service delivery and widespread adoption of best practices.

AVUE® OPERATING SYSTEM — AOS

Includes Position Classification, Position Management, Payroll Interface, Personnel Action Workflow, Skills Survey, and Self Service

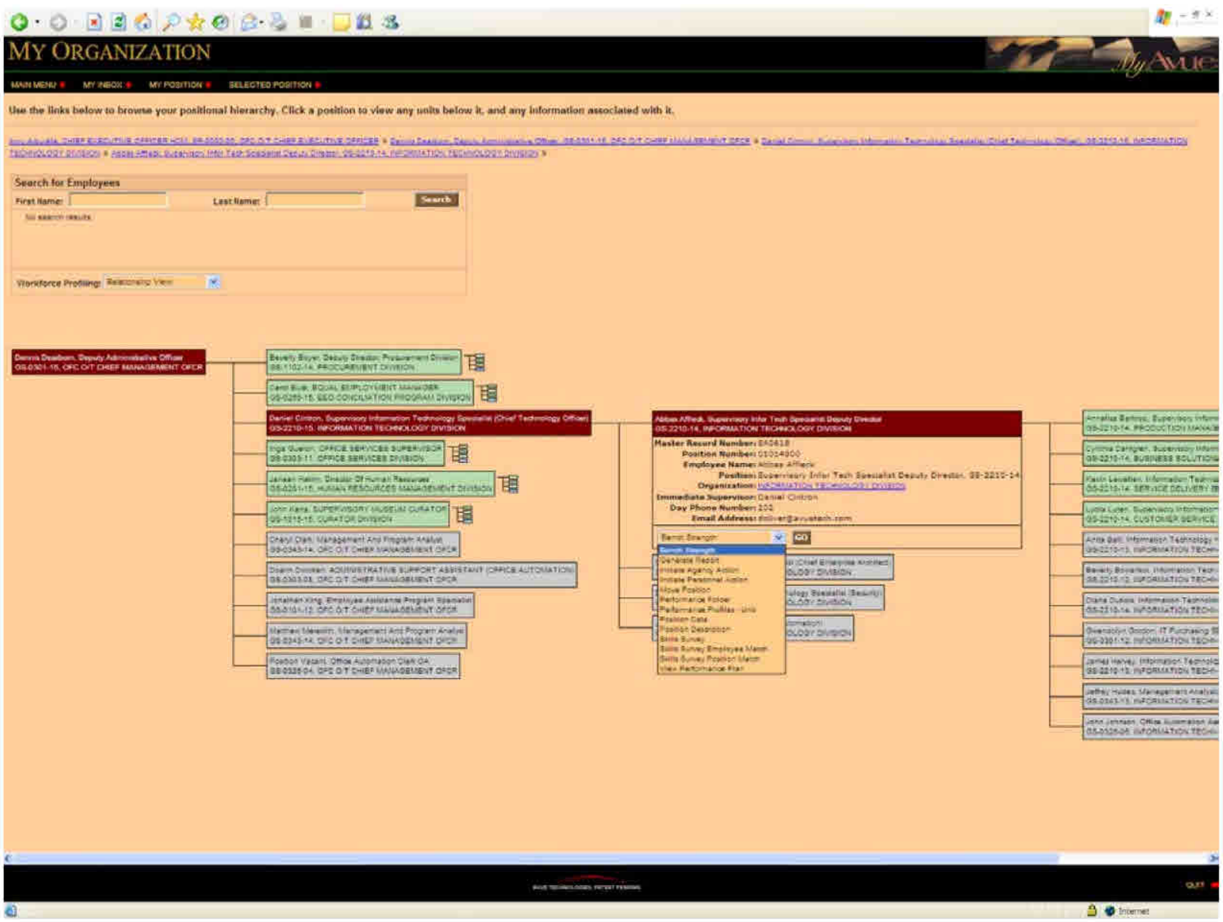
The Avue® Operating System (AOS) is the platform for the entire Avue® offering. AOS consists of the Avue® operating infrastructure – user management, database and rules engines access, application server functionality, workflow, personnel action processing, and system interfaces. In addition, AOS includes certain core software application functionality and database content in support of position classification, position management, employee skills surveys, workforce skills banks, and employee and manager self-service.

The Workflow and Personnel Action Request (PAR) System:

Avue's Personnel Action Request (PAR) system covers 100% of the "SF-52" personnel actions. Managers, or their HR Specialist or Administrative Officers, initiate actions beginning by selecting the type of action from a plain-English menu of possible choices. These 'service requests' are then automatically routed, via Avue's workflow system, to approving officials, verifiers, and other process participants. At the conclusion of the process, PAR generates a .pdf personnel action form, such as the Federal SF-52. The form, rather than the entry point of the process, is developed as the action has been routed, approved, and action taken. Each transaction has an accompanying file for electronic transfer to the payroll system and can produce an electronic form for the OPF as well. In this way, the form and accompanying system file contain the accurate information about personnel action codes, regulatory and legal citations, and payroll data feeds.

As the PAR system generates work activities, users are notified of pending actions by the workflow access points found in the Avue Navigator®. The Inbox, On Deck, and Watch List functions, along with concurrent notifications sent to each user's regular email system, notify users of the need to go into the system and review and make appropriate decisions so that actions progress. The workflow is customized for each client and often for each business unit within the client organization.

Diversity of business process is a reality in large organizations and Avue has ensured that the system conforms to the client business process rather than forcing the client to conform to the software. In this way, the client enjoys the efficiencies of automated workflow without the difficulties of extensive, and often exhaustive, change management.



Payroll System Interfaces:

The AOS bi-directional interface to the client's payroll system not only seamlessly transmits the SF-52 action to the payroll system, but also provides the ability to combine data in the payroll system with position data resident in the Avue® system for real-time reporting and visibility on the agency's workforce. The combination of Avue® data and payroll data provides a blended view of the workforce, linking positions and people and people to organizations. This blended information allows for superior visibility in the present day and permits trend analysis by combining historical data with current workforce demographics. Avue® provides the ability to display this data in dashboard form, via the Avue® Command Center, and report it using the Avue® online reporting tools for both standard and ad hoc reporting. Avue's payroll system interface provides real-time data into and from the organization's payroll system each and every night. Avue's online, real-time, organizational charts are refreshed each night and the information contained in it is updated based on personnel moves that have occurred during the day. The same data is used for reports and the Avue® Command Center.

Position Management:

- AOS supports all activities relevant to position management – including job classification and pay – and completely automates the processes involved in creating and identifying the work in classified positions, also providing key documentation related to the position.
- AOS uses sophisticated rules engines to determine relationships between duties, job classification, compensation level, and performance standards. After the analysis is complete, AOS produces a classified Position Description, Evaluation Statement, Performance Plan, and Interview Tips for the manager. All of the documents listed are fully integrated to the major duties and responsibilities allocated to a position.
- AOS is pay system-agnostic and supports agencies with a variety of different approaches including pay banding, excepted service, market-base pay, and pay for performance systems.

On average, managers developing positions using AOS take only 10 minutes from start to finish. Avue® edit capabilities allow users to edit any and all content, except for certain position grade controlling features. These features are write-protected and manager users are permitted to include or exclude them but not to edit the text itself. Should managers build positions and then exclude certain grade controlling features, the AOS module automatically recalibrates the position classification to take into account this affect. All edits are tracked, and documented in the position's history file or status log, with notations by date, time, and user.

AOS provides a side-by-side comparison of the original system-generated text and the edited text for ease in identifying edits by other users, such as HR professionals. This text edit tracking is also used by Avue® and the client organization to view the type and substance of the edits, and make decisions about whether the edits indicate a substantive change or addition should be made to the core database for all users.

Special features are provided to authorized users based on user role and agency authorized permissions. These users, generally HR professionals, may override system generated job classification information, including factor levels, grade, series, title, and/or pay plan. System generated documents note the changes, they are also noted in the position's history or status log file, and they require the addition of remarks explaining the need for the override. Users conducting the override are noted along with the date and time of the action.

Position-related content is provided turn-key in the Avue® database and made available immediately upon contract award. Any additions, customizations, or new development required for a specific organization are engineered from a wide variety of data sources. These sources include: existing position descriptions, master position records, vacancy announcements, crediting plans, individual development plans, position management policies, appropriate internal guides, and any special related policies or guidance – including governing appeal decisions, court decisions, and/or union requirements that apply to human resource issues to customize the occupational content. In addition, content development, editing, customization, or refresh efforts may include onsite desk audits, focus groups of subject-matter experts, work observation, occupational studies within the client organization, and interagency occupational studies.

- Avue's subscription is provided on an "all you can eat" basis, so additions to the database continue to be developed to ensure coverage of all occupational series and specializations within a series.

- Avue's staff of content engineers is comprised of classification, staffing and position management experts who use a multipurpose job analysis methodology, and their extensive knowledge of particular occupational families, to customize existing content to reflect all organization-unique features of any position.

- Avue's content database has job-specific content for 100% of the government-wide occupations – and the database supports an extensive variety of specialized occupations developed to meet the occupational diversity of our client agencies.

At implementation, Avue builds position descriptions to cover all the master positions of record in the organization, as defined by the organization's payroll system, and then links positions to employees via the organizational hierarchy and payroll system interface. From this information, Avue® provides a real-time, online organizational chart accessible by managers, administrative staff, and HR professionals to look up employee and position information with control over access to the type and detail viewed according each user's role and permissions granted.

Avue® provides an online method in which agency managers, HR staff, and subject matter experts can provide input on the applicability of Avue® occupational content to ensure it meets all customer needs. Avue consults with the organization on-site to determine the degree of rules engine customization required to accommodate particular policy issues, and to tune the grading algorithms to comply with agency policy, prior appeal decisions, and unique pay and classification systems. Avue assists organization decision makers in understanding the near-term and long-range impact of policy changes, in terms of the human resource program and financial effects.

As a position management tool, the online desk audit function is used to validate the duties and responsibilities of a position from the perspective of both the employee and supervisor. The online desk audit solicits and documents information for verification of the duties and responsibilities of a position, as well as to support occupational analysis, agency classification policies, and equity in compensation.

The Avue® on-line desk audit tool can also be utilized to conduct a position management study of occupations by assessing the duties and responsibilities of each position. Employees can also document any additional duties performed that were not included in their official position descriptions. This supports agency efforts to design career ladders, establish new promotion patterns, assess workload distribution, determine whether to consolidate or decentralize activities, verify grade accuracy, validate work assignments to strategic goals, determine optimal position ratios, and other important functions.

Avue's system facilitates the transition to new compensation systems, such as pay banding, from existing Title 5 structures. Multiple approaches to compensation (pay banding, market-based pay, pay for performance) can be accommodated within a single Department-wide contract, with variances in rules and processes down to the individual user, location, occupation, mission, or other variable.

- Avue® currently supports pay banding – a system that integrates a broad band classification system with a market-based or pay-for-performance system. Pay-banding classification systems define several job categories that group together job series describing similar work and meriting similar pay levels in the external market place. Within each job category, there are multiple career levels identified that reflect increasing degrees of responsibility and complexity.
- Avue® also supports market-based compensation systems used to maintain comparability within a specific market or industry or within a specialized Federal government focus, such as financial regulatory agencies.
- AOS in conjunction with the Performance Optimization Module, or POM, supports performance-based pay systems.

Through the agency configuration process, Avue defines the business rules, then builds a rules engine that generates the correct series, job category, career level and pay band for each position built.

AOS includes employee skill survey capabilities that allow the client organization to maintain a complete inventory of the skills in its employee base for mission deployments, employee development, succession planning, workforce forecasting, recruitment skills banks, and training needs assessment. The AOS database includes all occupations, work activities, certifications, training, education, work history, languages, security clearances, and other competency categories. The skills survey is included in the AOS database and application functionality and is updated along with all content database additions, modifications, customizations, and labor market adjustments.

AOS also includes employee self-service access to HR tools such as position description lookup, payroll and retirement look-ups, and personal profiles (e.g., name changes, address, emergency contact information, etc.).

AOS HIGHLIGHTS:

- All subject matter content, processing, policies, procedures, reporting, tracking, and real-time performance support required to effectively carry out an agency's position management and classification programs.
- Occupational database includes all General Schedule, Federal Wage System, and other recognized classification categories (such as research, supervisory, and work leaders).

- AOS database contains all occupational series, job activities/duties, classification factor statements, classification values (such as grades or points), related competencies, skills survey instrument data, related data used by other Avue® modules, skills and abilities, applicant questionnaires, interview questions, behaviorally-based interview benchmarks, performance elements and standards, and training and development activities.
- Support across the full spectrum of classification and position management program activities.
- Audit trail documents associated with each position that include evaluation statements and document history logs including user activities, position edits, and any applicable classification overrides.
- Complete employee skills inventory including:
  - Occupational history.
  - Specific job activities.
  - Special projects and collateral duties.
  - Education, including verification of accreditation of higher education institutions.
  - Certifications, licenses, and specialized training including dates, type, and recertification.
  - Security clearances
  - Passport clearances
  - Military service, including military occupational specialty
  - Non-compensated work experience
  - Languages, including oral, written, and listening proficiency
  - Overseas experience by country and sector
- Personnel Action Request workflow with 100% coverage of the SF-52 actions.
- Bi-directional payroll interface, built and maintained by Avue, to enable seamless transaction processing of personnel action requests, as well as real time reporting of relevant information.
- Users can see and engage in a self-service process with Avue® and other employee service systems such as payroll look-ups tax and benefits administration, personal profiles (e.g., name changes, address, emergency contact information, etc.)

AOS FEATURE FUNCTIONALITY:

- Creates all positions in all types of pay plans, including pay banding, market-based pay, mixed-series, mixed-grade, career ladder, supervisory, lead, senior level, interdisciplinary, research, and trainee positions.
- Provides ability to automatically create a career ladder from a single-grade position.
- Extensive library development and maintenance functions to provide approved positions for immediate use by managers.
- Includes a position description (with factor statements of Factor Evaluation System or any other classification standard), evaluation statement, and performance plan. All position documents can be edited and edits are tracked and visible online.
- Customized rules engines for titling practices and series assignment.
- The ability to share positions with associated users.
- On-line desk audit.
- On-line employee skill surveys.
- PAR workflow.
- Bi-directional interface with payroll system.
- Configurable position documents that allow organizations flexibility in determining the manner, style, and content of position information in forms other than traditional position descriptions.
- Full documentation in the system-generated evaluation statement that includes appropriate factors, levels assigned to factors, system-generated classifications, any overrides by type, required override remarks, and referenced published classification standards.
- A complete position description cover sheet, including the OF-8 as well as any agency-specific customization.
- Reporting capability that allows users to build standard and ad hoc reports from an array of report fields including:
  - Organizational location (including subdivisions).
  - FLSA status.
  - Competitive level codes.
  - Bargaining unit status.
  - Geographic location.
  - Position classification elements – e.g., title, series, grade, pay plan.
  - Supervisors and managers.
  - Date established.
  - Career ladder
- Performance plans with elements tied to major duty areas, and standards automatically generated for plans distinguishing up to five levels of performance.

RECRUITMENT, RETENTION, & STAFFING MODULE (RRS)

The Recruitment, Retention, and Staffing Module (RSS) automates the processes involved in creating recruitment and staffing criteria necessary to evaluate applicants for the job. After the analysis is complete, this module automatically produces:

- Public notice vacancy announcement (USAJobs format).
- Job summary, short-form vacancy announcement for advertising.
- Email postings for outreach to Avue's 1,400+ recruitment sites.
- Job analysis worksheet.

- Applicant assessment questionnaire.
- Crediting plan.
- Behaviorally-based benchmarked interview guide.
- Online reference check or telephone reference script.
- USAJobs export file (XML or email versions).

RRS includes a complete range of services and support for the ultimate in effective agency recruitment including:
(a) custom branded recruitment sites;
(b) "open-continuous" recruitment of applicants to form large pools of available skills;
(c) support for all client recruitment events, including event-specific recruitment videos and design and graphics support for collateral; and
(d) support for recruitment source effectiveness analysis.

- RRS provides for electronic recruitment, job posting, on-line application, rating, ranking and referral of candidates. Approved positions are posted to over 1,400 .org and .edu recruitment sites simultaneously. The system builds a custom job application based on the specific requirements of the position that applicants will complete online and submit for rating and ranking.

- RRS reviews all applications and produces a list of highly qualified applicants for the hiring manager. Business logic engines automatically adjust the lists based on regulatory requirements and union rules to take into consideration special priorities such as veteran's preference, eligibility requirements and priority placement programs.

- RRS also allows applicants to define their interest so that they are automatically informed, by email, when positions are posted that match their profile.

- RRS maintains a centralized database of applicant information that can be easily queried to retrieve applications of candidates with previously determined skill sets and competencies for open positions. In addition, each staffing action is electronically archived to provide an historical record of all applicant transactions.

- RRS produces all required reports and archives all staffing cases and provides for ad hoc reporting using the Avue® online reporting tool. OPM required Delegated Examining Unit (DEU) reports and EEOC MD-715 reports are generated automatically and in the required format for submission. RRS also utilizes a DEU Risk Mitigation Tool which warns HR specialists when actions they are taking could be considered regulatory violations. This tool also produces the DEU audit case file in conformance with current OPM DEU audit requirements.

- RRS supports the integration of diversity goals with each staffing action to assure management and HR decisions are tailored to increase diversity and achieve goals related to full representation.

- RRS is the ultimate in applicant relationship management, with automatic, customized, email notifications at every stage of the process, along with 24x7 applicant self-service tracking and status lookup online.

RRS MODULE HIGHLIGHTS:

- Support across the full spectrum of recruitment and staffing activities.
- Automatic complete DEU reporting, integration with FEORP requirements, applicant flow data, and cycle-time metrics and MD-715 reporting.
- As part of the subscription to the RRS Module, clients also receive:
  - Custom-branded recruitment sites, including custom video.
  - "Open Continuous" recruitment in which potential applicants respond to skills surveys and create a pool of immediately available candidates.
  - Support for all client recruitment events, including event-specific recruitment videos, as well as design and graphics support for collateral.
  - Support for recruitment source effectiveness analysis.
  - Employee Entry on Duty (EOD) processing.
  - Organizational climate surveys. Agencies can set up climate or exit surveys to be triggered automatically. Data from the survey results can support strategies for attracting, developing and retaining diverse, satisfied, motivated employees.
  - Exit interviews.
  - Agency alumni program access and self-service. Managers and staffing specialists can search a database of agency alumni, based on a variety of elements, to seek qualified candidates for temporary, contractual or longer-term positions.

RRS FEATURE FUNCTIONALITY:

- Automatically determines whether candidate meets basic qualifications.
- Automatically rates and ranks candidates, including applying Veterans' Preference and assessing and flagging applicants available through alternative hiring authorities.
- Automatic generation of referral list and notifications to managers that referral lists are available (online) for

candidate review, further assessment, and selection.
- Automatically verifies that academic degree was earned from accredited institution and flags applicants where accreditation is not found.
- On-line reference checking and automatic generation of telephone reference checking guides.
- Ability to automatically access over 1,400 .org and .edu recruitment sources specific to diversity, occupational, and affinity groups.
- Automatically posts vacancies to USAJOBS using either the XML or email method.
- Automatically pulls applicant data from USAJOBS.
- Posts single use and open-continuous vacancy announcements
- Allows single or open-continuous job postings with multiple locations and at multiple grades/series. Applicants select location preferences, from a list or a map. Only applicants who have selected the locations appear on the referral list for that location.
- Single job announcements covering multiple types of appointments and work schedules.
- "Combined Internal External Announcement" which places a statement on the vacancy announcement that indicates the vacancy is a combined announcement and that applicants will be rated for all categories for which they are eligible. Referral lists are generated for each category (internal v. external) since different list rules apply.
- Career ladder announcements.
- Multiple series and inter-or multi-disciplinary announcements.
- The full range of Senior Executive, Senior Level, and other high level and "specialized" positions.
- Recruiter support, program management, prospect management, and event management.
- Survey of both applicants and managers to track satisfaction on each and every announcement
- Report on applicant flow and diversity content of applicant pools using the Avue® online reporting tool.
- Automatic generation of OPM required Delegated Examining Quarterly Workload Report
- Automatic generation of EEOC MD-715 reports
- Automatic applicant sorting based on the client's business rules and processes.
- Applicant status tracking. Including: contacted, interviewed, selected, accepted, declined location, declined salary, failed to reply, removed for qualifications determination, removed for suitability, and more.
- Communicates with applicants via email and mail/merge hard copy notices throughout the process, as well as 24/7 applicant ability to look up status
- Email notifications to applicants to update applications and indicate continued availability and/or interest on Open Continuous announcements (the default update request is every 60 days) and automatic updates to the applicant pool based on the applicant's response.
- Applicant self-service tracking and status lookup online.
- Warning notices delivered by email 72 hours before an announcement closes, to applicants who have started but not completed applying.
- Varied applicant assessment and referral list generation processes that are tailored to the specific need of the Department/Agency.
- Referral lists can be ranked using a variety of methods including in score or alphabetical order, in categories according to category ranking procedures, or in random order.
- Applicant lookup for users with authorization and system permissions. This enables an authorized user to lookup any applicant by typing in the applicant's name. All vacancies for which the applicant has applied are then displayed, along with the applicant's status (e.g., applied, basically qualified, interviewed, etc.). Avue® uses this to help manage name requests and special recruitment activities.
- Online, ad hoc, reporting of all activities at every step or event in the HR process including, for example, metrics related to hiring cycle time, service delivery performance, and applicant flow data.
- Automatic reporting on progress toward the OPM 45-Day Hiring cycle.
- Ability to copy and re-use prior vacancy announcements.
- Tracking and reporting on recruiting sources effectiveness including applicant flow from specific sources and tracking applicants from certain sources such as paid advertising and job fairs.
- Online ranking or interview panel support including invitations to participate on the "vacancy team" and online, and upon request onsite, support recording assessment scores and comments and scoring online during the session.
- In those situations where applications must be printed, Avue® provides a printable "book" of the applications in .pdf format, complete with a table of contents, tabs for each applicant, and subsections for each application's primary components. Any documents the applicant attaches are also included.
- Unlimited email notifications to applicants and managers
- Online administration of written tests and the addition of any traditional paper and pencil test based on client request. Tests are administered via Internet access anywhere the applicant is located, provided a client-authorized individual is at that site and can verify the identity of the test taker.
- Automatically produced interview guides, complete with benchmarks, suitable for a structured, behaviorally-based interview.
- Comprehensive online skills surveys (database included as part of AOS) and use of skills surveys for the development of large, open-continuous, applicant pools.

RECRUITMENT, RETENTION AND STAFFING ASSESSMENT (RRS-A)

The Recruitment, Retention and Staffing Assessment Module (RRS-A) works in conjunction with the RRS module and offers substantially enhanced capabilities for assessing job applicants and promotion candidates.

- RRS-A allows agencies to track applicants through all phases of the candidate assessment process, including processes involving multiple concurrent phases while maintaining constant visibility on all candidates.
- RRS-A monitors candidate successes and failures and can pull candidates immediately, from all processes, in the event of a failure.
- RRS-A allows organizations to sequence individual steps in a process so that the least expensive but highest failure rate steps are advanced, and constantly monitors pass/fail rates on each step to improve the process for both reduced cycle time and reduced costs. For example, credit checks and drug tests can be placed ahead of medical exams or interviews to save on costs and eliminate candidates early rather than later in the process where costs increase.
- RRS-A electronically notifies applicants of their status or pass/fail points at various trigger points set by the organization and any rights to appeal or reapply.
- RRS-A has a scheduling feature that allows applicants to self-schedule and also monitors candidate scheduling for such activities as medical exams – prompting candidates with reminders should they fail to schedule or complete such exams. After a series of prompts, if the candidates do not act, they can be notified they are dropped from consideration. Scheduled events are automatically exported to personal calendars such as Microsoft Outlook™.
- RRS-A facilitates additional assessments such as background/security checks, drug testing, physical/medical exams, cognitive testing, physical agility tests, psychological assessments, and candidate interviewing.
- RRS-A provides the foundation for Avue's unique Backchk™ Express process that enables a "vouchering" process to get employees on board and working under interim security clearances pending completion of full clearance reviews.
- RRS-A works together with actual supplemental services which may be performed by the customer or third party providers. In each case, Avue® serves as a single communications hub for collecting and disseminating information, appointment scheduling, results reporting, and operational metrics. This allows applicants to apply for a number of jobs from a single Avue® profile without re-entering redundant information, and repeating unnecessary background/medical assessments. Applicants also use their Avue® account to schedule any required drug testing and physical/medical assessments at locations nationwide. Service providers, in turn, access Avue® to retrieve only the information necessary to complete their assessment and to input status and results.
- RRS-A provides program managers with complete real-time visibility on each applicant's status and progress through supplemental assessment processes, and identifies where bottlenecks or inefficiencies are elongating cycle time.
- RRS-A tracks background investigation results and maintains information so disqualified candidates are not considered in the future and those that are determined to be qualified can be 'fast-tracked' for hire ahead of those involved in more elaborate investigations.
- RRS-A includes an applicant self-scheduling feature for such activities as medical exams. IT prompts candidates with reminders should they fail to schedule and complete such exams. After a series of prompts, if the candidates do not act, they can be notified they are dropped from consideration. Scheduled events are automatically exported to personal calendars such as Microsoft Outlook™.

Avue maintains co-marketing relationships with various third party firms to provide an "end to end" solution for those clients that wish to outsource the entire process of background and physical/medical/psychological evaluations. Any actual supplemental evaluation services offered are separately priced.

PERFORMANCE OPTIMIZATION MODULE (POM)

The Performance Optimization Module (POM) manages the entire end-to-end performance assessment process, from plan creation to final rating of record.

- POM supports efforts to align individual performance to strategic plans by providing a means for rating officials and approving officials to assign specific strategic goals to organizational units and then to individual performance plans.
- POM can automatically assign goals based on business unit mission and/or position duties and responsibilities, and/or can be uniquely assigned by

the manager. As goals cascade down into individual position performance plans, they are tracked to provide roll-up reporting.

- POM provides enriched reporting as links to the employee and the employee's position automatically add information into the Avue® database in areas such as activity-based costing and interim reporting on goal achievement.
- POM also tracks specific project milestones and/or assigned performance feedback dates, and notifies both employees and managers of deadlines.

Employees are each provided a "performance portfolio" which allows each individual to add notes, comments, work samples, and other information to assist the manager in using documented performance information for the appraisal process. Managers, and approving officials, contribute to the portfolio directly and can review all information provided by employees. Information added to the portfolio can include attachments (an unlimited number) of various types, including scanned documents, common desktop application documents such as Microsoft Office™ documents, pictures, wave files, and video clips. When viewed, attachments open in a pop-up box, for quick viewing and return to the appraisal process.

POM provides, in addition to employee and manager contributions, an online method of automatically requesting performance feedback from various parties as well as performance data provided via interfaced systems (i.e., customer survey, time and attendance, financial, and project management systems). Using the automatic feedback request system prompts key users to provide input as well – from customers, to peers, to special project leads, etc. POM can be used to support 360^0 feedback systems as well as more traditional top-down or bottom-up appraisals. At the time the plan is created, managers can indicate, by business unit or individual, the type and frequency of such feedback as desired. POM includes measurement methods that allow for various forms of performance feedback, from quantitative measures to behavioral assessments.

POM tracks appraisals, automatically routing the appraisals to appropriate parties according to the client's performance management process. As an example, this would include securing affirmations from approving officials prior to discussing ratings with employees. Appraisals are tracked and manager automatically reminded by POM when appraisals are due and reminders when appraisals are past due. Approving officials can also see how subordinate managers are doing in completing appraisals and recommendations for awards or compensation adjustments. Program managers in HR can similarly track and monitor appraisal completion rates.

POM supports performance awards and recognition including salary increases and bonuses, and provides, via the personnel action request workflow, the proper routing and execution of award and compensation decisions including those requiring a formal personnel (Federal SF-52) action or other payroll transaction. Calculators are provided to help managers determine payouts and the effects of payouts in defined/budgeted award pools. POM also includes a diagnostic tool for managers dealing with below satisfactory levels of performance and automatically generates a model Performance Improvement Plan (or PIP) which conforms to regulation and best practices as defined in case law. Performance deficiencies are evaluated and improvement plans generated to provide employees with specific skill- and knowledge-building activities and training to bring performance levels to full proficiency.

POM HIGHLIGHTS:

- Strategic goals are linked to organizational units and then cascade down into individual position performance objectives.
- Provides the ability for supervisors to assess performance in terms of tangible performance objectives and behavioral performance measures, organizationally – or user-defined, to support any performance management or appraisal model.
- Managers receive a "gap analysis," which allows them to see, prior to the appraisal discussion, where their perceptions of employee performance may be different from that of the employee.
- Automatic and ad hoc generation of reports for upper management or approving officials that help track business unit performance and compare unit performance to organizational goals, operating plans, and objectives.
- A fully digital performance appraisal process where appraisals are tracked, performance deficiencies are evaluated, and improvement plans generated by the module.
- Online coaching, performance support tools, content lookup, situation analysis and decision support for all users, with individual access controlled as to the information displayed and functionality available to each.
- Integrated workflow and approval tracking with real-time metrics analysis.

POM MODULE COACHING CONTENT INCLUDES:

- Understanding the link between performance, compensation, money and motivation.
- Planning and appraising performance.
- Assessing employees for promotion readiness.
- Encouraging employee development using upward mobility opportunities and other programs.
- Optimizing performance through coaching, mentoring, training and rewarding employees.

- Managing the performance of remote employees.
- Responding to performance issues with probationary employees.
- Building effective teams.
- Fostering an empowered work environment.
- Discussing poor performance.
- Documenting performance problems.
- Applying effective interpersonal skills.
- Taking performance-based actions.
- Understanding employee rights and responsibilities.
- Initiating an opportunity period.
- Developing a Performance Improvement Plan.
- Using alternative conflict resolution techniques.

POM FEATURE FUNCTIONALITY:

- Access and retrieval of content from Avue's database on specific subjects, including performance management, rewards and recognition, compensation analysis, mentoring, promotion readiness, and team development.
- Diagnostic tools to assess problems.
- An authoring tool that allows managers and employees to continuously add to and refine a performance portfolio.
- Online guidance including organizational policy, union agreements, applicable risk management strategies, problem solving options and approaches, and statutory and regulatory references.
- Employee performance tracking, management and archiving.
- A view that permits employees to see their own performance documents and provide performance-related input.
- Automatic notifications, via email and website, regarding deadlines, milestones, progress, required submissions and notifications, priorities, and similar elements.
- Documents appropriate to the subject matter including forms, letters, and notifications.
- Complete archiving including status logs of performance-related activities by date and user.
- Digital user authentication for forms, letters and notifications.
- Unlimited capability to attach virtually any electronic "document" to an employee file (including Word™, WordPerfect™, .PDF, .wav files and other electronic media) which is retrieved in its original format as part of the case file and archive.
- Integration with payroll and other data to view prior year performance, promotion patterns, training received and other performance related information.

ORGANIZATIONAL FORECASTING MODULE (OFM)

The Organizational Forecasting Module (OFM) assists line managers and staff professionals in analyzing the organization, employee demographics, competency/skill mix, payroll expenditures, and other workforce profiles to determine trends, identify labor market effects, conduct scenario planning, determine bench strength for succession planning, quantify the costs of organizational activities, and forecast the structure and needs of the organization in future years. OFM provides:

- Total payroll cost information for the current and projected organization and links to Avue® position data and available time and attendance data to determine the costs of organizational activities, as in activity based costing. .
- Assistance in defining actions managers should consider based on forecasted trends, while helping managers engage more proactively to reduce cycle time between workforce events and corrective, supplemental, or replenishment actions.
- Analysis of scenarios and forecasting the impact of various organization configurations, based on their structures and position designs. Through the application of workforce behavior profiles, OFM projects key events, then models the resulting impacts on people, the organization's costs, and the manager's proposed interventions. This includes factoring in retirements, attrition, cycle time to fill positions, training costs, training capacity, and similar factors. Cost projections are provided across multiple years.
- OFM utilizes workforce behavior profiles to project key events across multiple years and the resulting impact on people, the organization's costs, and the manager's overall plans. This includes projecting retirements, attrition, cycle time to fill positions, typical length of service, and similar factors. These profiles identify key events that will require managerial intervention, such as when to begin recruiting, discussion of promotions, or conversion of contract employees to permanent.
- OFM provides the manager with digital advisory services along with notification of the event.
- OFM provides detailed information on succession planning by business unit utilizing the skills and capabilities represented by the employees, using Avue's® online skills survey inventory within that unit, employees in the organization overall, and job requirements as presented by the positions defined within the unit either currently or on a projected basis.
- OFM allows line managers and staff professionals access to both top-level and specific information regarding current skills and the projection of skills needs in the near future. Workforce behavioral profiles, including retirement and promotion patterns for the organization, identify key skill requirements and the currently available internal talent meeting such requirements.
- OFM graphically represents the potential bench strength for each individual position and can list employees that meet projected future requirements and the degree to

which the employee matches the position's requirements or the current incumbent's skills inventory.

- Employee development activities, designed to build bench strength, can be identified for each employee and are compiled by the ELM module into individual employee development plans.

OFM HIGHLIGHTS:

- Desktop access to integrated, organizational and employee data, taken from payroll, personnel, time and attendance, and financial systems.
- Projections that reflect workforce changes as employees are hired, separated and promoted.
- The ability to project costs and strength levels based on current employment, hiring history, attrition rates, anticipated retirements and other factors that affect the workforce.
- Succession planning analysis, development, plan authoring, and results reporting.
- Graphical representation of the potential bench strength for each individual position as well as lists of employees that meet projected future requirements.
- Individual employee development activities, designed to build bench strength, ensuring that there are highly qualified people in all positions, not just today, but tomorrow, and in the future.

OFM FEATURE FUNCTIONALITY:

- Labor expense projections for the current workforce and alternative workforce levels.
- Modeling tools to assess the impact of various interventions on hiring, retention and organizational capacity.
- Analytic tools to compare resources with requirements and organizational capacity with organizational demand.
- Graphic and tabular display of costs, headcount, trends and gaps.
- Ability to import historical data for modeling.
- Reports on the impact of forecasting scenarios.
- Online guidance including frequently asked questions, succession planning strategies.
- Business and strategy plans development with goals and objectives.
- Diagnostic tools for analysis.
- Trend and statistical analysis.
- Succession planning reports with analysis of current and required skills.
- A model that recommends development experiences in which critical competencies are strengthened and demonstrated through measurable achievements.
- Tools that measure critical leadership and job-related competencies used for self -assessments.
- Support for the selection of those who have records of achievement required for middle and executive level positions.

ORGANIZATIONAL OPTIMIZATION MODULE (OOM)

The Organizational Optimization Module (OOM) provides a central resource for team assembly, deployment, coordination, and performance feedback. This module enables an organization to orchestrate its response to sudden, emerging or changing situations and special needs circumstances such as taskforces, special projects, or interdisciplinary teams. The Avue® workflow system insures that appropriate individuals are notified automatically when such events will trigger so proper follow up can occur and completes any necessary formal personnel actions or payroll transactions. OOM employs a multi-disciplinary approach that links critical skills and coordinates the project team.

OOM provides an inventory of key information for all employees and other relevant members of the organization's extended enterprise such as contractors, including:

- Detailed skills and competencies.
- Residential geographic location and assigned official duty station.
- Availability including type of availability (e.g., full-time, part-time, or as a consultant).
- Contact information including email addresses for electronic outreach.
- Security clearance type and status.
- Travel clearance and passport confirmation.
- Specialties and any certifications or specialized training received.
- Personal preferences for type of employment and travel.
- Other availability and skill information.
- Emergency contact information management and tracking and reporting in during emergency events.

By utilizing either direct tracking or bidirectional feeds from the organization's other systems, OOM can concurrently display the characteristics of physical assets such as supply levels, inventory, condition, location, and other relevant information. Assets assigned to individuals, such as purchase cards, personal protective equipment, and others can be tracked with the individual and automatic notification to return such assets or automatic termination of access, such as to computer systems or purchase cards, can be set based on the individual's status, assignment duration, termination of the assignment, and other similar variables. The Avue® workflow system insures that appropriate individuals are notified automatically when such events will trigger so proper follow up can occur and completes any necessary formal personnel actions or payroll transactions.

In addition, OOM provides the organizational capability for incident and status reporting that ensures that everyone who is involved in a particular situation is automatically provided with all necessary information and the ability to take action.

- OOM also tracks specific project milestones and assigned performance feedback dates.
- OOM automatically initiates and solicits employee/team member feedback to collect information from the organization's employees, contractors, or other third parties about how project and performance objectives are being met.
- OOM tracks performance by "rolling up" achievements and suboptimal outcomes from individual and team performance ratings into a consolidated organizational view. Outcomes are tracked, and where necessary, skill, training, and performance deficiencies are evaluated.
- OOM generates improvement plans automatically to provide management with specific skill-and knowledge-building activities and training to bring performance level to full proficiency.

OOM HIGHLIGHTS:

- Maintenance of a complete inventory of the skills, certifications, clearances, availability, preferences, education, and other pertinent information on the individuals within your workforce, regardless of whether these characteristics relate to the individual's current position or to prior positions.
- Matching workforce assets with near-term or emergency needs and situations, and special needs circumstances such as taskforces, special projects, or interdisciplinary teams, notifying prospective candidates of opportunities for reassignment, details and projects.
- Setting up contingency teams to shorten staffing response times and improve operations.
- Providing agency-wide organizational chart form to provide visibility on workforce assets, current locations, current supervisory structure, and other important characteristics, such as years of service, and competencies by individual and by business unit.
- Assistance in defining actions managers should consider based on forecasted trends, while helping managers engage more proactively to reduce cycle time between workforce events and corrective, supplemental, or replenishment actions.
- Track workforce location and status during an emergency event that prompts evacuation or similar circumstances.

OOM FEATURE FUNCTIONALITY:

- Desktop access to integrated, organizational and employee data, taken from payroll, personnel and budget systems and merged with Avue® data.
- Analytic tools to compare resources with requirements and organizational capacity with demand.
- Graphic and tabular display of costs, headcount, and gap analyses and constant monitoring provided via the Avue Command Center™.
- Determination of organizational readiness to take on new missions by comparing current workforce skills with those required for a new or changed mission.
- Identification of the most effective strategy for responding to changes in mission by analyzing skill information, training capacity, and workforce availability, hiring trends and labor market data.
- Suggestions on whether to reassign, retrain, or hire the skills required.
- Monitoring progress toward goals by tracking organizational changes to positions, staff, and individual performance.

SALARY MANAGEMENT MODULE (SMM)

The Salary Management Module (SMM) provides guidance to managers about budget, payroll expenditures, authorized positions, incumbency of positions, likely near-term budget scenarios, and forecasted actions affecting salary and payroll (e.g., performance awards, promotions due, cost of living increases, retirements, etc.).

- SMM depicts the manager's business unit in organizational chart form and helps to assess the unit against commonly accepted or desired organizational metrics (e.g., supervisor-to-employee ratios, journey vs. trainee ratios, average grades, average tenure, etc.).
- SMM helps define actions each manager should consider based on forecasted trends, and helps managers to reduce cycle time between workforce events and corrective, supplemental, or replenishment actions.
- SMM provides expert content concerning compensation flexibilities, various compensation systems including Title V, Title 38, Title 42, broad banding, Senior Executive Service, Special Salary Rates, and best practices in compensation including pay banding and performance- and market-based pay. This includes situation-specific advice and guidance designed to assist managers in day-today decision-making about performance, recruitment, retention and other bonuses.

SMM HIGHLIGHTS:

- Line managers and staff professionals can analyze various scenarios and forecast the total payroll costs of various organization configurations, based on their structure and position design.
- Through the application of workforce behavior profiles, the module projects key events and models

the resulting impacts on people, the organization's costs, and the manager's proposed interventions. This includes projecting retirements, attrition, cycle time to fill positions, typical length of service, and similar factors. These profiles identify key events that will require managerial intervention (e.g., begin recruiting, discuss promotions, convert temporary employees to permanent) and provides the manager with digital advisory services along with notification of the event. Cost projections are provided across multiple years.

- Guidance to managers about budget, payroll expenditures, authorized positions, incumbency of positions, likely near-term budget scenarios, and forecasted actions affecting salary and payroll (e.g., promotions, within-grade-increases due, cost of living allowance increases, retirements, and other projections about the manager's current workforce).
- Manager's business unit is shown in organizational chart form and can be assessed against commonly accepted or desired organizational metrics, helping the manager engage more proactively to reduce cycle time between workforce events and corrective, supplemental, or replenishment actions.

SMM MODULE CONTENT:

SMM provides expert content concerning compensation flexibilities, various compensation systems including Title V, Title 38, Title 42, broad banding, Senior Executive Service, Special Salary Rates, and best practices in compensation including pay banding and performance- and market-based pay. .

SMM FEATURE FUNCTIONALITY:

- SMM tracks various metrics to determine the need for special salary rate provisions, balance for purposes of internal equity, reports about the use and effectiveness of compensation flexibilities, and other similar management reporting.
- Desktop access to integrated, organizational and employee compensation data, taken from payroll, personnel and budget systems.
- Projections of labor expenses in current and future fiscal years.
- Projections reflecting the impact on the workforce and the budget as employees are hired, separated, promoted or have their pay adjusted, providing users with the ability to compare cost differences between organizations (both real and modeled) that differ in number of employees, position design or both.
- Graphic and tabular display of employee compensation pay period by pay period throughout the fiscal year.

ENTERPRISE LEARNING MANAGEMENT MODULE (ELM)

The Enterprise Learning Management Module (ELM) provides a comprehensive, enterprise class, learning management system for employee development. ELM covers the full end-to-end process of developing internal talent and assuring visibility on both individual and organizational development priorities, activities, and accomplishments. ELM includes a wide variety of functions from the more transactional, such as processing a request for training, to the more strategic, such as incorporating training needs assessments with mission priorities and succession planning activities. ELM includes:

- Links to e-Learning sites.
- Support for classic training program management activities such as enrollment, budgeting, charge-backs, attendance, evaluation, classroom logistics, instructor performance, and tracking.
- Training source and instructor effectiveness assessments.
- Training return on investment analytics.
- Identification of developmental activities, other than classroom or online training, for specific positions, career tracks, job classification, specialties, and/or employee skill levels.
- Competency assessments, both self-service for employees and manager assessments, which can be linked to performance appraisals via the POM module.
- Career ladder definition and development as well as ongoing assessments as to on-board competency levels and goals for attainment.
- Promotion readiness of individual employees via competency assessments and other behaviorally-based readiness factors.
- Management development including management and tracking of mandatory managerial training requirements.
- Classroom/instructor logistics management.
- ELM utilizes the AOS skills survey instrument that allows clients to examine the workforce and provide for skills/competencies management, assessment, reporting, and analytics.
- Certification and mandatory training (such as safety and supervisory training) tracking, monitoring, automatic enrollment, and reporting.
- Training effectiveness assessments of various types.

This module enables employees to request their own training opportunities and track their progress as they develop competencies key to their position. Employees attending training are solicited at periodic intervals for feedback concerning training effectiveness to provide for a longitudinal view of the effect of training on actual job performance.

For managers, ELM provides global tracking of their workforce's skill sets and developmental needs. Managers can approve employee requests, track the progress of employees, view employee promotion or advancement readiness, and correlate developmental activities to job performance (via the POM module). ELM allows managers to view the skills of employees across their business unit and determine broader organizational training needs. ELM provides budgetary data and reports to track expenditures during the year and provides other reports about instructor or course effectiveness, employee interests, attendance rates, and other metrics. With ELM, managers can also assess bench strength and compare employees' current skills to their desired career objectives. Managers are provided with coaching content regarding training and employee development issues including various options about the development of competencies.

ELM HIGHLIGHTS:

- Instant information on position-specific training opportunities, competencies core to the organization's needs and other data employees can use to plan their individual development.
- Online training registration, course listing and certification of skills.
- Global tracking of the workforce's skill sets and developmental needs
- Budgetary data and reports to track expenditures.
- Coaching content on employee development strategies beyond traditional classroom training, such as details, transfers, interagency details, private-public exchange programs, and other personnel flexibilities.
- Vendor selection, contract management, and payment, site (classroom) management, scheduling, logistics management, demographic data, and training management reports.
- Course objectives, correlations to competencies or positions, descriptions, instructor credentials, advertising media, and other activities associated with the development and advertising of courses.
- Instructor information, metrics, and scheduling.

ELM FEATURE FUNCTIONALITY

• **Employee Training.** ELM provides employee self-service training opportunities, including examining developmental activities appropriate to their positions, career interests or career ladder, and ability to track and monitor their own progress.

• **Coaching Content.** Managers are provided with coaching content regarding training and employee development issues; This includes digital collaboration, e-learning, activity-based developmental opportunities. Other personnel flexibilities are also included, such as details, transfers, interagency details, private-public exchange programs, and other mechanisms designed to develop skills enrollment support including validation, approval, enrollment, notifications, schedule changes, confirmations, and course evaluations.

• **Learning Support.** With a link to AOS and POM, ELM can automatically determine, by virtue of the number of positions, organizations, and people, what competencies are necessary for the organization to provide learning support. Further needs assessment can be accomplished by accessing various reports of employee self-nominations, manager nominations, approved development plans, and initiating online surveys of employees and managers. Surveys can be initiated at any time, allowing the staff professional opportunities to reach the workforce when new needs or issues arise.

• **Course Development.** Course objectives, correlations to competencies or positions, descriptions, instructor credentials, advertising media, and other activities associated with the development and advertising of courses are performed online in ELM. Instructors, subject-matter experts, industry experts, and others outside the training organization can contribute their thoughts, critique, and analysis to the process as well. Once the course is adequately described and summarized, ELM electronically posts it to your ELM website for access by employees and managers.

• **Instructor Information and Metrics and Scheduling.** ELM tracks all aspects of instructor performance, costs, reliability, availability, biographies or CVs, personal profiles and preferences, general equipment requirements, and other similar data to provide the easiest method of identifying instructors and scheduling sessions. ELM also utilizes email to inquire about interests, availability, billing, confirmation, and other information. Instructors, whether within the agency or outside, have their own personal account and can look up information or submit requests, invoices, payment queries, or other information directly to ELM.

• **Management Tracking Tools.** Managers can see employee requests, initiate and approve employee nominations, track the progress of employees, view employees' promotion or advancement readiness, and correlate developmental activities to job performance. Managers can also view the skills of employees across their business unit and determine broader organizational training needs, as well as other reports about instructor or course effectiveness, employee interests, attendance rates, and other metrics.

• **Finances.** Budgetary data and reports are provided to track expenditures during the year. Other financial support includes:

- Vendor selection and contract management, site (classroom) management, scheduling, logistics management, demographic data, and training management reports.
- Information on vendor payments, chargeback data, accounts receivable and billing data.
- Summary financial and budget data, tracks costs, projects available funding for the fiscal period, and highlights where costs have been outside the norm.

EMPLOYEE BENEFITS AND RETIREMENT MODULE (EBRM)

The Avue Employee Benefits and Retirement Module (EBRM) is a solution specifically developed for the Federal sector. For employees, EBRM provides comprehensive retirement and benefits information and processing. For the staff professional, EBRM provides a comprehensive set of tools and professional support for use across the spectrum of Federal benefits and retirements counseling and processing.

EBRM HIGHLIGHTS:

Real Time Benefits Statement

The real-time benefits statement component of EBRM provides each employee with a personalized statement of their benefits, including up to date information about:

- Current and Projected Retirement Benefits
- Life Insurance (FEGLI) Benefits
- Health Insurance (FEHB) Benefits
- TSP Projections / Annuities
- Social Security Benefits
- Disability & Death Benefits
- FERS Annuity Supplement

Calculators

EBRM includes a number of estimators and calculators to enable employees to perform "what-if" scenarios concerning their retirement benefits manipulating, for example, factors such as retirement annuity, high-3 average salary, TSP annuity, TSP projected account balance, and severance pay.

Transactions

Through EBRM, the employee can perform all open season and non-open season transactions for FEHB, FEGLI, and TSP. The employee has the ability to make any of the transactions that may be available, as well as stop pending transactions prior to the effective date. The employee receives the completed corresponding Standard Form (SF) as a receipt for the transaction.

Retirement Information and Processing

EBRM supports the agency staff professional with online tool to assist in providing retirement counseling and processing functions ranging from responding to employee inquiries, to retirement estimate preparation (including various complex estimates), employee counseling on retirement options, eligibility determinations, completion of deposits/redeposits, military deposits, disability retirements, death-in-service, and special cases, FEHB, FEGLI, TSP, Social Security and Medicare. EBRM has a "profile centric" design. From the employee's profile (e.g., name, date of birth, and retirement coverage) staff professionals can use any of the numerous tools to quickly calculate retirement estimates, compute service computation dates, create average salaries, and accomplish many other tasks. Because EBRM includes all relevant data, there is no need for manual data entry with respect to the employee's profile.

Any estimates or reports that are generated in EBRM can be published directly to the employee's account. The system also enables employees to make specific requests regarding retirement and benefits directly to the benefits counselor.

Information Library

For staff professionals, EBRM contains comprehensive reference library of information relating to Federal benefits, covering CSRS, CSRS Offset, FERS, FEHB, FEGLI, TSP, and Social Security topics. This library is organized by topic area and can also be searched by keywords.

Forms

EBRM can produce all forms required for retirement, FEHB, FEGLI, and TSP.

EBRM FEATURE FUNCTIONALITY

- Real-time benefits statements provide each employee with a personalized statement of their benefits
- Employee can perform all open season and non-open season transactions for FEHB, FEGLI, and TSP. The employee has the ability to make any of the transactions that may be available, as well as stop pending transactions prior to the effective date.

- Full and Part-Time Retirement Annuity Estimates
  - Optional
  - Involuntary/Early
  - Deferred
  - Disability
  - Survivor Benefits
  - Special Groups (Law Enforcement Officers, Firefighters and Air Traffic Controllers)

- Other Retirement Computations
  - Deposits/Redeposits
  - FERS Annuity Supplement
  - Post-1956 Military Service Deposits
  - Part-Time Service Proration Factors
  - AFA
  - Retirement Coverage Determination
  - Severance Pay
  - Lump-sum Annual Leave Payment

- Service Computation Dates
  - Leave/RIF SCD
  - TSP SCD
  - Retirement SCD

- Social Security Estimates
  - Old-Age Benefits
  - Amount of CSRS Offset
  - Windfall Elimination Penalty (WEP)

- Average Salary Computations
  - High-3 Salary
  - Breaks in Service
  - Less Than 3-Year Period
  - Part-Time Employment
  - Reemployed Annuitants
  - Excess LWOP

- TSP Tools
  - Single/Joint Life Annuities
  - Installment Payments
  - Loan Calculator

EBRM MODULE CONTENT COVERAGE:

- Basic agency employment information concerning pay, benefits, employee rights and responsibilities.
- Basic eligibility provisions under both the Civil Service Retirement System (CSRS) and the Federal Employees Retirement System (FERS) for all retirement options.
- Making deposits and re-deposits for counting service for which retirement deductions were not made.
- Creditable civilian and military service for retirement purposes.
- Insurances (FEHB, FELGI, LTC, FSA, etc)
- Annual and Sick Leave
- How age and service requirements for Voluntary Early Retirement Authority differ from the requirements to retire optionally.
- How retirement benefits are computed – including understanding and identifying the factors/formulas that affect annuity computations for early, voluntary, deferred retirements (including VSIP).
- Advantages and disadvantages in deciding whether or not to retire early
- Consequences of not electing survivor benefits at time of retirement
- How severance pay is computed including age adjustments
- Continuance of health and life insurance after separation/retirement, including requirements to continue FEHB for family member and how Temporary Continuance of Coverage and Conversion work.
- Eligibility for Social Security benefits and how a federal pension may affect them.
- How Medicare coordinates with Federal health benefits, which insurance will be primary and which will be secondary.
- Options that exist to receive monies in the employee's TSP account, including the tax consequences of withdrawing money from TSP.
- Eligibility and applying for Unemployment Compensation.
- Financial planning and how to plan, including
  - Tax implications of IRAs and investment options
  - Spending and estimating expense
  - Living wills and durable power of attorney
  - Estate planning and trusts and their impact on the family
  - Practical skills For managing life and career adjustments

Avue maintains a co-marketing relationship with Government Retirements & Benefits (GRB), the leading provider of Federal retirement counseling, to provide individual retirement seminars and counseling for those clients that wish to outsource these tasks. GRB's supplemental retirement services are separately priced.

MANAGEMENT-EMPLOYEE RELATIONS MODULE (MER)

The Management-Employee Relations Module (MER) is a manager-centric module that is designed to assist supervisors and managers in navigating the myriad of workplace rules and requirements as they deal with day-to-day supervisory issues.

- MER provides educational and advisory content in a diverse array of subjects that range from disciplinary matters such as absenteeism to programs designed to enhance the workplace such as telecommuting.

- MER provides online coaching, diagnostic tools, organizational policy lookup, situation analysis, and decision support for all participants involved in directly managing the workforce, including senior executives, supervisors, mid-level managers, staff professionals, program managers and administrative support staff.
- MER provides case management and tracking should a situation progress beyond the initial phases. This includes a variety of tools to handle disciplinary actions including authoring tools to develop letters and other employee notifications, such as written reprimands, suspensions, and other, more formal, actions.

Avue® workflow routes cases automatically so that management advisors can assist and track cases as well as prepare for more formal actions. The module contains information pertaining to:

- Compensation administration and benefits.
- Workplace rules.
- Taking disciplinary actions.
- Employee rights and responsibilities.
- Union rights and responsibilities.
- Special programs such as telecommuting and employee development.
- Rewards and recognition.
- Leadership and interpersonal skills.
- Team building and mentoring.
- Alternative dispute resolution and mediation.

This module also offers online guidance including organization policy, union agreements, risk management strategies, and statutory and regulatory references.

MER MODULE HIGHLIGHTS:

- Integrated workflow, approvals, and tracking with real-time metrics analysis, reporting, work assignment, workload balancing and other case or grievance management activities for program managers.
- Disciplinary case processing, reporting, tracking, analysis and complete archiving that are fully documented and consistent.
- Statistical analysis applied to internal agency metrics and analytics to identify trends and analyze subject matter to determine training needs.
- Online coaching, diagnostic tools, organizational policy lookup, situation analysis, and decision support for all users; with individual access controlled as to the information displayed and functionality available.
- Individual "views" provided to each user based on their role in the process – establishing specific user permissions that can be uniquely assigned for individuals.

MER MODULE CONTENT COVERAGE:

- The full array of disciplinary types of actions with priority on the agency's top 10 conduct related issues.
- An electronic Douglas Factors assessment and analysis.
- Management, union, and employee rights and responsibilities, including dealing effectively with grievances and other union issues.
- Time and attendance, leave issues including AWOL, and absenteeism.
- Use and misuse of government property.
- Rewards and recognition.
- Benefits and entitlements.
- Uses for alternate dispute resolution and mediation.
- Mentoring and leadership effectiveness skills.
- Telecommuting and distance management.
- Team development.
- Communicating in difficult situations and effective interpersonal skills.

MER FEATURE FUNCTIONALITY:

- Diagnostic tools to assess problems and online guidance regarding next steps.
- Online guidance including organizational policy, union agreements, applicable risk management strategies, problem solving options and approaches, and statutory and regulatory references.
- Case tracking, management, and archival.
- Automatic updates for all participants regarding the status of cases.
- Online guidance promoting a quality workplace.
- Manager self-assessment tools.
- Online support and tools for staff professionals.
- Case process maps with indicators for each phase or step in the process.
- Workload and staff resource reports providing feedback to HR, managers and directors about staff workload, metrics, performance factors, resource allocations, trend data, case results, longitudinal outcomes, causes, common factors, and other important information on case processing and management effectiveness.
- Documents appropriate to the subject matter including forms, letters and notifications.
- Electronic user authentication for forms, letters and notifications.
- Complete case archiving including status logs of case activities by date and user.
- Unlimited capability to attach virtually any electronic "document" to a case file (including Word™, WordPerfect™, .pdf, .wav files and other electronic media) which is attached and retrieved in its original format as part of the case file and archive.

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM & CASE MANAGEMENT MODULE (EEO)

The Equal Employment Opportunity Module (EEO) provides practical guidance to management officials, union representatives, EEO practitioners, investigators, mediators, and employees to handle employee reporting, case intake, routing, workflow, counseling, investigation, adjudication, case management, tracking, and archival of EEO complaint cases at both the formal and informal stages.. Specifically, the module includes:

- Information on EEO complaint issues and coverage of the complaint process.
- Basic provisions for employees.
- Complaint processing procedures and timeframes.
- Alternative dispute resolution processes.
- Determination of complaint coverage and timeliness.
- Best practices in claims management as well as the reports and forms that are required throughout the process.
- Recommendations on next step actions to assist supervisors to deal fairly with an employee who has submitted a complaint, and to create an environment where the employee can be effective and feel comfortable.
- Tools for collateral duty EEO counselors and investigators.
- Digital case processing and management with online forms and links all parties involved.

In addition to complaint tracking and processing the EEO module includes coverage for all program management activities in the EEO program area. These include tools for managing the affirmative action and FEORP programs including:

- Authoring tools for affirmative employment plan and policy statement development.
- Statistical analysis tools for under-representation determinations,
- Adverse impact analysis tools that link to the RRS Module.
- EEOC report generation including the MD-715, No FEAR, and Form 462 Reports.
- Analytic tools to examine trends and determine program priorities.
- Outreach and recruitment event management and team deployment;
- Tools for Special Emphasis Program Managers (SEPM) and other collateral duty EEO team members.
- Online ad hoc report generation and custom report creation services.
- Complete integration with the RRS Module for applicant flow reporting and trend analysis.

EEO MODULE HIGHLIGHTS:

- Affirmative Employment Plan and Federal Equal Employment Opportunity Plan analysis, development, plan authoring, and results reporting.
- EEO complaint case processing, reporting, tracking, analysis, and complete archiving.
- Metrics and statistical analysis applied to required reports, such as MD-715
(including applicant flow tracking and reporting through the Avue RRS Module), No FEAR, EEOC Form 462, internal agency metrics, adverse impact analysis, agency-specific complaint settlement or consent decree requirements, etc.
- Online coaching, performance support tools, content lookup, situation analysis, and decision support for all users; with control of individual access to information and functionality.
- Integrated workflow and approval tracking with real-time metrics analysis, reporting, work assignment, workload balancing, and other complaint management activities for program managers.

EEO MODULE CONTENT COVERAGE:

- Civil rights overview and civil rights as they affect public sector employment issues.
- Affirmative action requirements.
- Workforce diversity issues.
- Preventive measures to help ensure a discrimination-free workplace.
- Management, employee, counselor, mediator, and agency roles, rights, and responsibilities.
- Requirements for federal contractors and recipients of federal grants, services, or other benefits.
- Understanding of discrimination as it affects delivery of service to citizens.
- Understanding the legal basis of discrimination claims.
- Understanding and dealing with forms of discrimination.
- Understanding sexual harassment issues, prevention and policies.
- Trends in discrimination complaint and litigation activity.
- EEO complaint procedures (complaint processing and timeframes).
- Basic EEO complaint provisions for Federal employees.
- Rights of the responsible official in the EEO complaint process.
- The alternative dispute resolution processes.
- Determination of complaint coverage and timeliness.
- Best practices in managing claims and dealing with all parties involved.
- Actions for supervisors in managing an employee who has submitted a complaint to ensure an environment where complainants can be effective and free of reprisal.
- Suggested EEO critical performance standards for supervisors and managers.
- Suggested activities for managers to demonstrate support of civil rights and promote a discrimination and

harassment-free workplace.

- Access and retrieval of content from the Avue-managed content databases.
- Diagnostic tools to assess problems.
- Online guidance including FAQs, organizational policy, union agreements, applicable risk management strategies, problem solving options and approaches, as well as statutory and regulatory references.

INJURY COMPENSATION PROGRAM & CASE MANAGEMENT MODULE (ICM)

The Injury Compensation Program & Case Management Module (ICM) provides counsel to management officials, union representatives, and injured workers to handle virtually all Federal Employees' Compensation Act ("FECA") claims that arise in the course of Federal employment. ICM module content consists of:

- FECA coverage for traumatic and non-traumatic injuries.
- Basic eligibility provisions.
- The procedure to initiate and process a timely claim.
- The acceptable methods to follow in order for an employee to return to work.
- The reports and forms required to document a case for an injured worker receiving either partial or total disability compensation.

The ICM module digitizes Office of Workers' Compensation Programs processing and case management with on-line forms and links to related case law.

ICM HIGHLIGHTS:

- On-the-job injury and occupational illness compensation case processing, reporting, tracking, analysis and complete archiving that is fast, fully documented and consistent.
- Statistical analysis applied to internal agency metrics, OWCP cases, etc.
- The ability to design temporary "limited duty" positions that allow recovering employees to return to work as quickly as possible to a job within medically authorized limits.
- Electronic exchange of claim information with DOL as well as hard copy generation of OWCP forms.
- Online coaching, tools, content lookup, situation analysis and decision support for all users; with individual access controlled as to the information displayed and functionality available to each.
- Integrated workflow and approval tracking with real-time metrics analysis, reporting, work assignment, workload balancing and other complaint management activities for program managers.

ICM MODULE CONTENT COVERAGE:

- The Federal Employees Compensation Act (FECA) for traumatic and nontraumatic injuries.
- Basic eligibility provisions for federal employees.
- Initiation and processing of a timely claim.
- Acceptable methods to bring an employee back to work.
- Reports and forms required throughout the process.
- Next step actions to assist a supervisor to deal fairly with an employee who has been injured on-the-job and actions to create an environment where the employee can return to work as quickly as possible.
- Assessments of an employee's situation with recommended actions that fit the employee's unique circumstance and that offer the highest probability of a return to work.

ICM FEATURE FUNCTIONALITY:

- Access and retrieval of content from Avue's content database on specific subjects in the areas of case processing, return to work, labor relations, position modification, and more.
- Diagnostic tools to assess problems.
- Online guidance including organizational policy, union agreements, applicable risk management strategies, problem solving options and approaches, and statutory and regulatory references.
- Case tracking, management, and archival.
- Case process maps with indicators for each phase or step in the process.
- Automatic updates for all participants regarding the status of cases.
- A limited view that permits employees filing claims access to a status log about their case, information about the process involved, content related to the subject appropriate for employees, and an online inquiry process.
- Online guidance promoting a safe workplace.
- Manager self-assessment tools.
- Online support and tools for staff professionals.
- Workload and staff resource reports providing feedback to HR and OWCP managers and directors about their staff workload, metrics, performance factors, resource allocations, trend data, case results, longitudinal outcomes, causes, common factors, and other important information of case processing and management effectiveness.
- Automatic notifications, via email and website lookup, regarding deadlines, milestones, progress, required submissions and notifications, over-standard cases, priorities, and other similar elements.
- Documents appropriate to the subject matter including forms, letters, and notifications.
- Complete case archiving including status logs of case activities by date and user.
- Electronic user authentication for forms, letters and

notifications.

- Unlimited capability to attach virtually any electronic "document" to a case file (including Word™, WordPerfect™, .PDF, .wav files and other electronic media) which is attached and retrieved in its original format as part of the case file and archive.

Avue Time and Attendance Module (ATA)

The Avue Time & Attendance (ATA) Module is a complete and cost-effective time and attendance solution that helps large enterprises ensure compliance while dramatically reducing costs and generating significant increases in employee productivity. It is the only workforce management solution that can automate 100% of pay rules and centralize zero-to-gross pay functionality for even the most complex enterprises. In addition, it offers the most advanced time and attendance functionality available on the market, with sophisticated features including retroactive adjustments, labor and production metrics, real-time rules processing and, as with all Avue modules, the ability to configure the application to meet customer-specific requirements.

Avue Time and Attendance includes flexible timesheet options for capturing and calculating salaried and non-salaried employee pay, employee profile management, and employee, team and payroll consoles to quickly approve timesheets and manage exceptions, and labor and productivity costing enabling better decision-making.

ATA maintains an attendance history by employee and provides reports and notifications of violations based on an organization's settings. It also incorporates an unlimited number of warning periods, thresholds, and attendance groups while and maintaining detailed histories.

ATA also includes complete leave management functionality that enables an organization to manage and track leave requested by employees. It provides out-of-the-box capability to support the leave management process, yet is flexible enough to accommodate any number of variations of leave policies required by an organization. By setting up entitlement policies for employees, leave balances are automatically incremented based on company-specific leave rules. Approved leave is tracked by the system to ensure employees are not available to be scheduled.

ATA is part of the Avue Digital Services® platform which can scale to an unlimited number of concurrent users. It includes sophisticated rules and workflow processing and security.

> *HRIS Interface* – Through the Avue Operating System (AOS), ATA enables integration and seamless data exchange if the organization has existing human resources information system
>
> *Payroll Interface* – Through the Avue Operating System (AOS), ATA allows for the exchange of time and attendance data with an organization's payroll software system for payroll calculation.

ATA HIGHLIGHTS FOR TIME AND ATTENDANCE

Reduces Gross Payroll Costs

- Reduces overtime expenses
- Improves accuracy of time tracking
- Reduces pay errors and retroactive adjustments
- Decreases overstaffing

Reduces Payroll Management Costs

- Automates most payroll administrative tasks
- Automates complex pay rate calculations
- Moves payroll FTEs to more value-added work

Improves Employee and Supervisor Productivity

- Drastically reduces supervisor time spent on administrative tasks
- Increases the time available to do productive work
- Automates frequent business processes such as vacation requests, FMLA forms, etc.
- Reduces labor grievances
- Employees directly access frequently used workplace information and processes through an easy-to-use interface. They can view balances, personal profiles, pay history, and request leaves. Administrative processes are streamlined and valuable manager and supervisor time is focused on workforce performance to increase productivity and improve employee satisfaction.

Enhance Visibility and Control

- All ATA clients also receive the Avue Command Center™ Online Reporting and Decision Support Module (ACC). Through ACC, ATA clients have a state of the art, 100% web-based solution that provides strategic insight into key workforce performance indicators with at-a-glance dashboards and advanced reporting. ACC delivers immediate value for users with pre-defined role and specific launch pads. Integration with Avue Time and Attendance provides transparency into hours worked, overtime, and labor costs to improve decision-making. Managers can spot and understand attendance and labor cost trends with meaningful visuals.

Improves Decision-Making

- Provides accurate and current labor costing data
- Provides full audit trail of data

ATA FEATURE FUNCTIONALITY FOR TIME AND ATTENDANCE

- Track labor with a choice of daily or weekly timesheets
- View and approve employee time with the Supervisor Approval Worksheet
- Manage employee profiles
- Employee, Team and Payroll consoles for quick access to key functionality and information
- Completely automates retroactive adjustments without need for historical edits
- Provides labor costing and reporting of time to the GL for work orders, projects, cost centers, and job codes
- Supports 100% rule automation and real-time rule processing
- Provides full audit tracking and reporting
- Edit multiple employee timesheets at a time with Mass Edits
- Pre-defined integration with other Avue modules including Workforce Scheduling, and Organizational Optimization through competencies for enhanced optimization.

ATA HIGHLIGHTS FOR LEAVE MANAGEMENT

- Eliminates "lost time" by ensuring fair and equitable administration of employee leave across the organization
- Increases operational efficiency
- Eliminates manual tracking of employee leave accrued and used
- Automates leave request and manager approval
- Improve employee satisfaction through online access to leave requests and up-to-the minute accrual and balance information

ATA FEATURE FUNCTIONALITY FOR LEAVE MANAGEMENT

Flexible and automated leave management

- Automates process for submitting, processing and approving employee leave requests
- Tracks any type of leave balance including vacation, pre-paid vacation, FMLA, and sick
- Entitlements awarded based on leave rules
- Leave policies can be defined and associated with different groups of employees

Automates entitlements

- Ensures employees accrue the correct type and amount of leave and any other kind of accrual
- Accruals are grouped logically into employee entitlement policies *Automates balance management*
- Track balance information in real-time, including accrued and approved / used leave
- Enforces minimum and maximum balance thresholds
- Supports an unlimited number of leave balances
- View cascading balance as a primary balance is consumed
- Integrates easily with balance information stored in HR or payroll systems

AVUE WORKFORCE SCHEDULING MODULE (AWS)

Avue Workforce Scheduling (AWS) automates schedule management for organizations with teams of employees who perform shift work. It reduces the time a manager needs to spend ensuring schedules are filled with qualified employees based on the demands for the day. AWS uses 'bumping' to automatically fill schedules with employees based on their shift patterns, job qualifications or employee rankings. In addition, AWS assists managers in performing other daily staffing requirements including booking employees off, finding replacements to meet qualification and overtime rules and performing mass changes quickly and easily.

AWS is seamlessly integrated with Avue Time and Attendance (ATA), ensuring that all time scheduled can be easily tracked against actual employee time.

AWS HIGHLIGHTS

Accelerates the scheduling process

- Eliminates manual production of schedules
- Automatically ensures that the best person is scheduled according to union rules, job qualifications, and availability

Improves Productivity

- Enables managers to make staff changes quickly according to changing demand
- Ensures employees with the right skills are scheduled

Ensures union and regulatory compliance

- Ensures compliance with labor laws or union rules and avoids disputes
- Ensures that only qualified employees are working

AWS FEATURE FUNCTIONALITY

Define Staffing Requirements

- Staffing requirements can be defined by team or area. Templates can be used to take advantage of re-use of staffing requirements due to seasonality/ events/ etc.

Automatically fill the schedule

- Reconciles labor requirements with employee availability and scheduled absences.

Bumping algorithm automatically places employees into jobs based on labor demands

- Placement uses configurable sorting criteria such as employee availability, qualifications, ranking, and seniority
- More complex bumping options are available such as cross-shift bumping which bumps employees from other shift pools to meet qualification criteria

Daily Staffing features

- Ability to book employees off and record reason code
- Use complex 'bubble-bumping' to re-shuffle employees into open positions that reflect importance of job as well as employee ranking
- Use 'quick find' pop-up to assist in finding employees to fill open positions based on overtime offered, accepted and refused and days worked
- Provides phone number and ability to enter comment for employee being called in
- Ability to perform mass changes to the schedule
- Schedule compliance can be used as an option, to ensure no scheduling rules are being broken

Payroll and Tax Filing

Avue is very flexible with regards to its clients' payroll provider and the integration of payroll provider data with Avue. Integration with payroll is included in an Avue Operating System (AOS) module subscription, regardless of the payroll provider. As a result, each Avue customer may choose any of the Federal payroll processors (NFC, NBC, DFAS, GSA) or may choose to purchase its payroll and tax filing services from through Avue that are provided by a leading private sector payroll/tax filing company – Ceridian Corporation. This flexibility of the Avue platform enables each agency to achieve the benefits possible from the use of Avue without changing its payroll provider, or else to achieve the pricing advantages of the Avue/Ceridian offering. Avue can work with the agency regardless of its selected approach. The principal benefits/negatives for each Agency will involve the age, performance and cost of its current payroll solution vs. the Ceridian solution available through Avue.

Avue Payroll Services Powered by: Ceridian Corporation (NYSE:CEN), headquartered in Minneapolis, Minnesota, with client support offices nationwide, brings over 75 years of experience in payroll & compensation services used by over 600 organizations, both public and private, as the second largest payroll provider in the United States. In addition, Ceridian offers EAP and work-life services to the more than 2.7 million members of the military and their family members stationed around the world.

A Note on HRIS Systems and Federal "System of Record"

Avue® is a system of record in agencies in which it operates today, depending upon the module configuration to which the agency subscribes.

The Avue HRIS is integrated as part of the Avue platform and is not reliant on any other source for software functionality. Avue does not require any of the commonly known legacy ERP (enterprise resource planning) systems on the market today (e.g., PeopleSoft, Oracle HRIS, SAP, Lawson, etc.).

For agencies subscribing to Avue benefits administration, personnel action processing, and compensation management (AOS, EBRM, SMM, ATA, ACC) with or without Avue-provided payroll, Avue will be the complete system of record. However, Avue will continue to integrate with other systems such as payroll systems and public sector SSCs. Some of these payroll systems (as is the case with the National Business Center – Interior) mandate a certain data feed which also feeds a legacy HRIS layer.

As a result, Avue capable of standing alone as the HRIS system of record for an agency and feed HRIS data to subsequent third party systems such as CPDF. Where data is required to be exported to or extracted from subsequent systems, Avue is fully production ready to do that as well.

Avue Crosswalk to HR Line of Business

Avue has been designated a private sector shared service center (SSC) under the HR Line of Business. Showing below are the areas covered by HRLoB and the Avue modules meeting each area.

CERIDIAN

The Avue Platform's Coverage of HR LOB Primary Functions													
	Program Management	Personnel Action Processing	Compensation Management	Benefits Management	HR Strategy	Organization & Position Management	Staff Acquisition	Performance Management	Compensation Management (non--core)	Human Resources Development	Employee Relations	Labor Relations	Separation Management
Avue	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Module Name and Category	Acronym	Price Type
Modules In "Core Services"		
Avue Operating System (AOS/PMM) – Includes Position Management, Employee Skills Survey, Payroll System Interface, PAR Workflow	AOS	C
Salary Management	SMM	B
Employee Benefits and Retirement	EBRM	C
Avue Time and Attendance	ATA	C
Avue Workforce Scheduling	AWS	C
Avue Command Center™ on-line reporting and decision support	ACC	B
Payroll and Tax Filing (Public SSC or Ceridian)	Payroll	Special
Modules in "Non-Core Services"		
Recruitment, Retention, and Staffing	RRS	B
RRS Assessment	RRS-A	A
Performance Optimization	POM	B
Organizational Forecasting – includes succession planning and ACC	OFM	C
Organizational Optimization	OOM	B
Enterprise Learning Management	ELM	C
Management-Employee Relations	MER	B
EEO Program and Case Management	EEO	B
Injury Compensation Program and Case Management	ICM	B
Third party interfaces	TPI	A (each)
Extended (Non-PAR) Workflow	EXW	B

Attachment 3

Extranet Operations

1.0 Avue's Overall Responsibilities

Avue will be responsible for managing the Extranet Data Center, the ADS applications, and the connectivity of the Data Center to the Internet.

1.1 Avue Digital Services provides subscription access to various Avue Web-based expert system modules that provide application functionality and specialized content. Access to Avue Digital Services is offered via an "extranet" delivery mechanism that enables access to Avue Digital Services via a web browser.

1.3 Avue will provide Subscriber with Extranet access to the Subscribed ADS Modules. This includes the applications, databases, and services required to provide extranet access to these modules for the Covered User Community identified in Attachment 1.

1.4 Avue will perform database and application upgrades, as part of the Subscribed Services. The Subscribed Services include: (1) access to the Subscribed ADS Modules (including content databases) through an Avue-provided user interface for which a valid current subscription is in force; (2) All hardware, network, and support software required for the Data Center; (3) Physically secure Data Centers which secure Subscriber data and establishes for Avue's Extranet Data Centers, processes required to ensure a stable and reliable service; (4) Configuration and testing of all computer components; and (5) Operations Support Service as described in more detail in this Attachment 3.

1.5 The Extranet Services are designed to deliver access to Subscribed ADS Modules, and, specifically the Subscribed Services, from a web browser. Avue will provide the services offered via the Extranet, and will be responsible for the operation of Extranet Data Centers and their connectivity to the Internet. The Internet will be the means of access for the Subscriber to connect to the extranet services. All network traffic between the browser and the Extranet Data Center will be fully authenticated and encrypted. Security will be provided through the use of authentication gateways, firewalls, and encryption technologies.

2.0 Connectivity / Communications

Access to the Subscribed ADS Modules includes access via a Web browser connected to a LAN, where the LAN is connected to the Internet, through Subscriber's service provider(s).

3.0 Roles and Responsibilities:

3.1 Subscriber will be responsible for providing Internet access and a supported browser to the Subscriber's users from the Subscriber's work sites. This browser must be supported by Avue Digital Services and it must also support a secure socket layer (SSL). Subscriber will specify to employees the required level of browser and the security requirements.

3.2 The Subscriber will be responsible for all network issues that are within the Subscriber's LANs, WANs, or contracted ISP Services.

3.3 Avue will be responsible for all network issues within the Extranet Data Center, as well as the provision of sufficient bandwidth from the Data Center to the Internet for the purpose of transmitting and receiving ADS data in accordance with the terms of this Agreement.

3.4 Avue will be responsible for the provision of sufficient network capacity (bandwidth) for the Extranet Data Center to accommodate all Covered Community Subscriber users connecting to the Extranet Data Center.

3.5 Avue will provide, on an extended hour basis, call center support for users. In the event that the Avue call center determines that the user issue problem emanates from the Subscriber's network environment, Subscriber's technical staff will promptly work with Avue technical staff to resolve the issue.

3.6 Avue will be responsible for dealing with all problems that are related to the Extranet Data Center or the Center's connectivity to the Internet.

3.7 Where the Subscriber has gone through a network problem determination process and cannot identify where the network problem is located, Avue will work with the Subscriber to identify who has responsibility for the resolution of the problem.

3.8 Avue will be responsible for monitoring network activity and availability from the Extranet Data Center to the Internet.

3.9 Avue will be responsible for reporting, to the Subscriber monthly, on the following network services:

- Number of concurrent sessions
- Response time statistics (between the Data Center and the Internet)
- Internet connection utilization for the Extranet Data Center
- Service Availability Statistics
- File Transfer Volumes

<u>4.0 Server Management</u>

4.1 Avue will be responsible for maintaining availability of the Subscribed ADS Modules. Subscriber authorized users are those users with a user ID and password assigned by the Subscriber. Subject to the provisions of Section 10, "Performance Standards" of the Subscription Agreement, availability will be 7x24 for 365 days per year except for maintenance and backup. An information notice on the next system availability time will be sent to users and available online during a system outage.

4.2 Avue will be responsible for the provision of sufficient server capacity for the Extranet Data Center to accommodate all Covered Community Subscriber users connecting to the Extranet Data Center.

4.3 Avue will be responsible for maintaining disk mirroring or RAID5 data sets.

4.4 Avue will be responsible for maintaining system redundancy:

- Alternate network pathing within the Data Center and to the Internet;
- Alternate connectivity paths to the disk storage units;
- n+1 redundancy for power supplies within the database, application, Firewall and authentication servers;
- Alternate electrical power supply via uninterrupted power supply (UPS) and generator facilities will be supplied in the event of a major power outage at the Data Centers.

4.5 Avue will be responsible for performing disk, CPU, and memory threshold monitoring, configurations, and tuning at the Data Centers.

4.6 Avue will be responsible for performing daily operational functions at the Data Centers.

<u>5.0 Software Management</u>

5.1 Avue will be responsible for the following Data Center functions:

5.1.1 Maintaining software version/release control for the development, test, and production ADS environments.

5.1.2 Providing software version testing and implementation processes and procedures.

5.1.3 Providing application and system level software release upgrades.

6.0 System Backup and Recovery

6.1 Avue will be responsible for providing an integrated backup strategy including daily, weekly, and monthly backups. Unless otherwise specified in the Subscription Agreement, the backup strategy will include the following backup schedules:

- Full system backups on a weekly basis
- Backup on a daily basis (any items changed since the last full backup)
- Full system off-site backups on a monthly basis

6.2 Avue will retain system backup media for the duration specified below:

- Daily backup media will be retained with the data for 21 days after the backup is performed. Backup media will be recycled after 21 days.
- Weekly backup media will be retained with the data for 10 weeks after the backup is performed. Backup media will be recycled after 10 weeks.
- Monthly backup media will be retained with the data for 12 months after the backup is performed. Backup media will be recycled after 12 months.
- Yearly backup media will be retained with the data for 3 years after the backup is performed.

6.3 Avue will store backup media off site for all daily, weekly, monthly, and yearly backups as per the above media-recycling schedule.

7.0 Automated Monitored Computer Operations Environment

Avue will be responsible for performing Computer Operations Environment monitoring on a 7 X 24 basis.

8.0 Security

8.1 Avue, in cooperation with Subscriber, will be responsible for issuing user IDs, passwords and application access permissions by user id for the Subscriber's authorized users.

8.2 Avue will be responsible for ensuring that only secure (SSL) traffic is accepted through the SSL authentication server (within the Extranet Data Center).

8.3 Avue will be responsible for enforcing restricted access based on the user IDs, passwords, and permissions created and maintained by Avue in cooperation with Subscriber.

8.5 Physical security: Avue will be responsible for ensuring appropriate security controls and access to the Extranet Data Centers.

9.0 24 X 7 Emergency On-Call Service

9.1 Avue will be responsible for responding to and resolving, on a 7 x 24 hour basis, service outages.

9.2 Avue will be responsible for maintaining 7 x 24 hour coverage on all critical hardware components within the Data Center.

10.0 Change Management

10.1 Individualized, position-specific data modifications (e.g. editing of duty descriptions, KSA's, crediting plan criteria) are the responsibility of the Subscriber. The Subscriber may use ADS-provided editing functionality to edit and change position-specific content, as needed.

10.2 Avue will be responsible for administering changes to the content database. The Subscriber will be responsible for initiating and registering change requests and Avue will respond to Subscriber change requests within two business days of receipt.

10.3 Avue will be responsible for notifying and obtaining Subscriber cooperation on any changes to the ADS environment (e.g. hardware upgrades, operating system upgrades, Oracle release changes, etc.) that will potentially impact the Subscriber's environment.

11.0 Call Center

11.1 Avue will be responsible for maintaining a centralized telephone support service to receive, log, track and escalate all Extranet Data Center related problems for the ADS environment on a 24 x 7 x 365 basis.

12.0 Archiving

12.1 In addition to the transmission to other Subscriber or third party systems of Client Data and Government Data (each as defined in Section 5 of the MSA) through an authorized interface, at such time as the Subscriber's subscription to ADS ends for any reason, for a period of at least five (5) years and at no additional charge, Avue is responsible for maintaining, and providing Subscriber with online read-only access to, all of the archived documents associated with the Subscribed ADS Modules. Such read-only access shall include the ability to print the archival document, provided that the use of any such printed document shall remain subject to the provisions of Sections 5 and 14 of the MSA. For the Avue Operating System and the RRS Module, the archive maintained shall consist of all of the following documentation: (a) all position classification related documents, including position description, performance plan, evaluation statement, and job analysis worksheet; and (b) all documents necessary to: audit and reconstruct staffing actions, including vacancy announcement, questionnaire, candidate review actions, applications, referral lists, and audited certificate. For the Performance Optimization Module (POM), the archive maintained shall consist of all of the following documentation: all position descriptions, performance plans, and performance documentation including appraisals and all documentation used to support such appraisals including that submitted by employees, managers, approving officials or other individuals providing input to be considered in such appraisals.

12.2 Avue Archive documents will be provided in a read-only image format of either HTML or PDF. Archive documents will contain the following notice --

"**WARNING** – The rights to data contained in this archive are subject to the governing provisions of the contract under which it is produced, including the Avue Digital Services® Master Subscription Agreement."

13.0 Data and Database Administration

13.1 Avue is responsible for the integrity of the data associated with the Subscribed ADS Modules.

13.2 Avue is responsible for the management of the database instances for development, test, and production.

13.3 The Subscriber is responsible for the creation of data input standards to achieve data consistency for the Subscriber's use in searching and analysis. The Subscriber will be responsible for the corrections to the data where data standards have not been applied (for example, vacancy announcement numbers, position description numbers, geographic location designations, organizational codes, and similar data fields).

13.4 Avue, in cooperation with the Subscriber, is responsible for the following:

- Establish and maintain agency profiles including user roles, agency hiring authorities and priorities, and agency referral list generation set-up.
- Administer role-defined access to product functions.
- Administer agency emails including list generation and administration, notification text editing, and event routing.

14.0 Technical Environment

14.1 *Web Browsers*: Access to the Subscribed ADS Modules will be provided for users, connected to the Internet utilizing a supported Web browser as approved by Avue. Notwithstanding the foregoing, Avue shall not be held responsible or liable for any errors or defects caused by or contained in any third-party Web browser.

14.2 *Security*: Security will be provided for Subscriber users, through the use of authentication servers, Firewalls, encryption technologies, and directory services. Encryption and authentication will be provided utilizing Secure Socket Layer (SSL).

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Statement of Work

Talent Acquisition System

Bonneville Power Administration

Contents

1 INTRODUCTION

1.1 About BPA

BPA is a federal agency headquartered in Portland, OR, that markets wholesale electricity and transmission to the Pacific Northwest's public and private utilities as well as to some large industries. BPA provides about half the electricity used in the Northwest and operates over three-fourths of the region's high-voltage transmission.

While BPA is part of the Department of Energy, it is not tax-supported through government appropriations. Instead, BPA recovers all of its costs through sales of electricity and transmission and repays the U.S. Treasury in full with interest for any money it borrows.

Because BPA markets energy and transmission at cost and market price, BPA has traditionally provided some of the lowest cost electricity in the nation. This low-cost power has been a cornerstone of the Northwest economy, stimulating growth and new jobs. BPA also funds measures to protect and enhance fish and wildlife populations affected by hydropower development. In addition, the agency provides a number of public benefits including incentives for energy conservation programs and research and development of renewable resources and promising technologies, such as fuel cells. BPA also works with other federal agencies to coordinate operations of the Federal Columbia River Power System to ensure maximum efficiency in the system and minimum environmental impacts.

BPA's service territory covers all of Washington, Oregon and Idaho, and western Montana, as well as small contiguous portions of California, Nevada, Utah, Wyoming, and eastern Montana. BPA's wholesale customers include public utilities, public utility districts, municipal districts, public cooperatives, some investor-owned utilities, and a few large industries such as aluminum companies.

Some of these customers buy all their power from BPA, while others supplement their supply with nonfederal power. In years when the Northwest experiences heavy snow and rain, the Columbia River system can generate more electricity than BPA customers need. BPA offers this surplus energy to its Northwest customers first. Only then, if there are no takers, utilities, and municipalities outside the region can buy it. Money generated from surplus sales helps keep power rates in the Northwest low.

1.2 Project Description

BPA lacks the technical infrastructure and application software to enable an effective and efficient talent acquisition process. The impact is systemic and impedes the Agency's ability to meet the time-to-hire targets established by OPM in support of the President's 2010 Hiring Reform Mandate as well as enable BPA's Talent Management Strategy to ensure we have a workforce of the right size, skill and composition.

BPA is 10 – 12 years behind in its adoption of a talent acquisition system, the core hub of recruitment technology enabling efficient and effective recruiting, sourcing, candidate management and assessment. During this same time period, the way in which people look for and apply to jobs has undergone a dramatic transformation due to the ubiquitous impact from the Internet, the rise of social platforms and emergence of mobile technology. The societal shifts and impact to recruitment is important to assess against the technical solution to ensure an agile solution that allows BPA to keep pace and compete effectively for talent.

The impact on BPA today due to the absence of a technical infrastructure is significant. However, the level of risk BPA could realize if this void is not filled with an effective technology solution will accelerate as competition for talent continues to increase, retirement rates rise and growth in the energy sector increases. This scenario presents a unique situation for BPA. The talent landscape continues to shift and evolve requiring a high degree of responsiveness to enable effective recruiting outreach. BPA must also balance operating a highly complex hiring process guided by federal regulations. To succeed in this environment, BPA requires a recruitment technology solution that not only supports the federal hiring regulations but also supports competitive recruitment practices, integrated services, an intuitive interface, and an effective candidate experience.

The purpose of this SOW is to select a vendor to provide, configure and implement, per BPA's requirements, a Talent Acquisition System that supports the Federal hiring environment and enables more effective competition for talent that supports BPA's business continuity over time. Responses should include details about both the technology and the implementation services for that technology. The implementation services engagement should begin with the initial set-up of the technology and should include up to 6 weeks of post go-live support.

1.2.1 Background

Approximately 34% of BPA's current workforce will be eligible to retire within two years, almost half by 2020 and the agency will need to replace these skilled employees in a timely manner. Exacerbating this problem is that existing processes and systems are slow, cumbersome, inconsistent and not user-friendly – adding complexity to an already complex process. Current systems are also limited in the capacity to scale or be flexible to changing requirements. Several components of the current hiring processes are entirely manual and paper-driven. This includes spending a significant amount of time from HCM staff to receive, print and assemble each application and enter each applicant into the HRMIS system (name given to Oracle PeopleSoft HCM Federal 9.0 at BPA). Applicant qualification screening within the Talent Acquisition team and evaluation through the rating and ranking of applicants by SMEs (subject matter experts) are manual processes and referred candidates are presented to selecting officials in hard copy via a certificate of eligibles.

BPA's manual process is not sustainable or scalable, does not meet time-to-hire targets and will impede the ability to support business continuity and agency business objectives going forward. It is unable to meet the dictated time-to-hire requirements or support other improvements in candidate reach, attracting the right fit individuals, and proactively source skilled and diverse prospects. BPA currently has no ability to collect consistent, structured data on applicants, candidate flow or provide a system-supported view of in-flight hiring activity.

Current Technology implemented at BPA:

ERP

HRMIS	HRMIS serves as the underlying employee electronic record system. Based on PeopleSoft HCM Federal 9.0, it has undergone significant customizations for BPA. For Talent Acquisition, it is used to create requisitions, capture applicant information through manual entry, deliver a portion of required candidate notices/letters and perform personnel actions both as part of the hiring process and for non-hiring actions. Currently the Candidate Gateway module of the system is not in use.
Business Process Management	
Service Connection	Service Connection is a workflow management tool built using Metastorm/ProVision and SharePoint. Requests for hires are initiated through the system and workflow actions facilitated across the Talent Acquisition team, hiring managers and downstream service providers (IT, WPS, etc). There is limited reporting capability and it does not support all hiring scenarios. As part of the Business Process Management team's governance role, Standard Operating Procedures have been created around the use of the tool.
Repositories	
SharePoint	The internal Talent Acquisition SharePoint is used for activity tracking and as a repository for templates, past research and project documents. As used today, this repository lacks the functionality of an effective Knowledge Management platform.
Network Drive	The restricted network drive serves as a document repository and archive including a Vacancy Announcement archive and applicant logs.
Access	The Access database for the Position Description (PD) Library includes PD's, Crediting Plans and PD cover sheets.
Job Posting	
USA Jobs & BPA Jobs	For BPA, these are the primary (and often only) posting locations for Vacancy announcements across the primary hiring scenarios of Delegated Examining (DE), Merit Promotion procedures and positions available only internally to BPA. The BPA website hosts external-facing content on the hiring process and additional information/links for applicants.

Limitations of the technology currently implemented at BPA include:

- No online application capability – all resumes and application materials are received through email, fax, postal mail or hand-delivered. This creates additional risk around applicant drop-out due to the length of the process, candidate and data management, accuracy, and overall perception of the Agency.
- Inability to collect structured data – since all position and candidate information is collected offline and input manually, BPA lacks the ability to clearly, consistently, and accurately collect information on qualifications, eligibility, experience, contact information, KSAs and other critical data needed in the hiring process.
- Manual entry into electronic record system – applicant information is manually entered into the HRMIS system for each applicant. In addition to the initial setup of the requisitions,

managing applications against multiple requisitions creates risk of error in the application process, creates additional effort to manage the multiple paper applications per position, etc.

- Information in multiple systems throughout the hiring process – workflow is managed through Service Connection and the transactions are entered into HRMIS, some are redundantly entered between systems.
- Reporting capability and access to information for workload management, resource management and prioritization – there is no visibility into the overall volume and status of the hiring process through any system and the primary reporting solution within the team is a manually-maintained activity log. Existing reporting required by DOE and OPM gives info by OPM phase, as outlined in the DOE SF-52 Job Aid (attached to this RFO), for those hiring actions completed. The report does not identify or segment by Selecting Official, Department, Recruiting & Staffing Advisor or non-complete or canceled requisitions. It also only includes competitive hires and must be manually reviewed daily to identify and correct errors.
- Limited real-time reporting – any report not part of the data set within HRMIS must be manually pulled, validated, scrubbed and analyzed. In addition, there is no truly real-time reporting on the hiring process. Included in this are required diversity reporting activities which must be manually developed using multiple data sources and extensive time analyzing, compiling and validating.
- Manual efforts lead to audit risks – due to the manual entry, re-entry and transcription of data, there is a high risk of error which must be addressed using additional manual checks, audits and reviews.
- Manual effort to post the same job in multiple locations – posting at USA Jobs and BPA site as a minimum then additional efforts to format and input to other external job boards and platforms.
- No opportunities to expand capability – due to the inherent lack of scalability in the paper-intensive talent acquisition process, BPA can't expand marketing and bring in more candidates since it would only slow the process down more. This also limits the ability for candidate outreach to support a large, diverse applicant pool.
- No candidate management – screened and qualified candidates who were not selected are filed in a paper case file and there is no visibility into that potential pool of future talent or any potential talent in the market. Further, this prevents BPA from engaging with those potential candidates with updates, news or new opportunities relating to their interests and qualifications.

1.2.2 Purpose

The Talent Acquisition team has designed a comprehensive, strategic approach to advance the hiring process. Implementing a Talent Acquisition System is critical to enabling the success of the strategy by:

- Enabling candidates to submit information through structured, online data collection and eliminate the need for HCM staff to manually collect and input data
- Improving candidate management
- Expanding talent reach
- Reducing cycle time to issue bid certifications
- Improving workflow in HCM - applications are processed on a "real-time" basis

- Allowing candidates to update and check the status of their applications online
- Eliminating hard copy notifications and storage
- Facilitating workforce planning needs – better, faster tools for managers to hire critical positions
- Providing real-time information for HCM staff and selecting officials
- Enabling candidate self-assessment and other screening tools
- Increasing efficiency through automation and reduction of manual processing of job applications
- Making the job application process easier for job seekers
- Creating and posting vacancy announcements from within a single system
- Streamlining processing of job applications (e.g. verifying minimum qualifications, rating and ranking applicants)
- Improving ability to complete analysis and report on recruiting and hiring activity
- Enhancing and improving the candidate application experience with an easy-to-use candidate interface.

1.2.3 Assumptions and constraints

- As an agency within DOE, BPA must conform to many Federal regulations. It's assumed that any hiring or recruiting solution would consider these regulations and restrictions. Including:
    - Federal hiring regulations as detailed in the Code of Federal Regulations (CFR) and the Delegated Examiner's Operating Handbook (DEOH).
    - 5 U. S. C. 552, Freedom of Information Act, 1967
    - 5 U. S. C. 552a, Privacy Act, 1974
    - OMB Circular A-130, Appendix III, Security of Federal Automated Information Systems
    - OMB 06-16, Protection of Sensitive Agency Information
    - Public Law (PL) 99-474, The Computer Fraud and Abuse Act of 1986
    - PL 93-502 - Freedom of Information Act 1974
    - Presidential Decision Directive (PDD-63), Critical Infrastructure Protection
    - Federal Information Security Management Act of 2002 (FISMA)
- Any solution will need to operate efficiently and effectively within the parameters and requirements of the existing BPA technical infrastructure regardless of the selected deployment model (i.e., SaaS, hosted, or on-premise).
- Existing support and response time as well as resource experience and capacity for the proposed solution is unknown and may need to be addressed with training or other capability sources across HCM, IT and other stakeholder organizations.
- The Federal Hiring Reform initiative has mandated changes in the hiring process to which BPA must comply.
- Alignment to IGCA (inherently governmental) requirements across the 3,000+ Federal employees.
- Any identified solution must integrate with BPA's existing PeopleSoft HCM Federal 9.0 system (at point of hire)

- Any Identified solution should integrate with BPA's existing Service Connection which is a workflow management tool built using Metastorm/ProVision and SharePoint (as a bookend with integration points at the Initiation of the Hiring Request and then again after an Offer is accepted). To support communication to downstream service providers.
- Must have proof of an existing integration with USA Jobs 3.0 or have proof from OPM that Vendor is on track to have one in place by the scheduled go-live date (to enable jobs to be posted to the board and the ability for applicants to link back to the job they want to apply for).
- Must be able to post to BPA Jobs website. The BPA website hosts external-facing content on the hiring process and additional information/links for applicants. Content support on the site is limited.
- The implemented functionality of the system will comply with the vast majority of BPA's business requirements, scale to future volume, be flexible to adapt to future needs and be supplemented by sustainable and progressive process solutions and governance with the selected vendor.

2 VENDOR RESPONSES

This section describes the Vendor Self Scoring that shall be used to address the Functional and Non-Functional requirements contained in the Response Appendix of the RFO.

The scoring matrix below provides a high level understanding of how your product may meet BPA's needs. It is still required that the vendor provide additional detailed information in the space provided (Vendor Response column) about how they would meet or address BPA's requirements as it relates to their product. All scoring and comments shall be made where indicated within both this document and within the Response Appendix found in the RFO package.

Please Note: the purpose of the scoring criteria below is to improve the comparability of vendor responses. The self scoring will be taken into consideration when evaluating vendors, but will not be the sole method used. BPA will utilize its own method for ranking viable vendors.

Score	Criteria for Assignment of Score
5	This requirement is met by the base product. No modification, customization or augmentation is required. Please describe how your product meets the desired functionality by the base product and if any configuration of the product is necessary. Please explain what is entailed in the Vendor Response column.
4	This requirement is not met by the base product, but will be met by a planned software release within the next 3 months. Please provide how the planned software release will meet the desired functionality along with the version number and planned release date in the Vendor Response column.
3	The base product partially complies with the requirement. The remaining requirements will be met by a planned customization, modification or augmentation of the base product that is guaranteed within BPA implementation go-live timetable. In the Vendor Response column, describe what requirements are met, the requirements to be customized and the method for customizing the product to meet the full requirement.
2	The base product partially complies with the requirement. No option is offered to meet the remaining requirements. In the Vendor Response column, describe the requirements that are met by the base product and also identify those that are not.
1	This requirement is not met by the base product, but can be met through a modification, customization or augmentation of the base product. Time of product delivery to meet the requirement is 6 months or longer and commitment is not guaranteed. Describe the method for customizing the product to meet the requirement as part of the Supplemental Vendor Response.
0	The product solution offered to BPA does not meet the requirement and no known customization can be provided.

2.1 Functional Requirements

Self Scoring of Functional Requirements are requested and contained in the Response Appendix of the RFO (Avue's response is contained in file titled "Carahsoft-Avue BPA RFO 22012-Attachment 6 Technical Response Appendix 03 08 2012.xls"). Specifically called out from the document are requirements that Avue does not yet meet and their associated response. Unless specifically stated, the timeline for the tasks below will be agreed to in writing during the detailed planning phase (within 30 days of contract award). Unless otherwise negotiated, all tasks will be complete within 6 months of contract award.

Ref #	Name	Description	Vendor Self Score	Vendor Response (required)

Non-Responsive

[redacted]

Ref #	Name	Description	Vendor Self Score	Vendor Response (required)

Non-Responsive

[redacted]

Ref #	Name	Description	Vendor Self Score	Vendor Response (required)

Non-Responsive

[redacted]

Ref #	Name	Description	Vendor Self Score	Vendor Response (required)

Non-Responsive

[redacted]

Ref #	Name	Description	Vendor Self Score	Vendor Response (required)

Non-Responsive

[redacted]

Ref #	Name	Description	Vendor Self Score	Vendor Response (required)

Non-Responsive

[redacted]

Ref #	Name	Description	Vendor Self Score	Vendor Response (required)

Non-Responsive

[redacted]

Ref #	Name	Description	Vendor Self Score	Vendor Response (required)

Non-Responsive

[redacted]

Ref #	Name	Description	Vendor Self Score	Vendor Response (required)

Non-Responsive

[redacted]

Ref #	Name	Description	Vendor Self Score	Vendor Response (required)

Non-Responsive

[redacted]

Ref #	Name	Description	Vendor Self Score	Vendor Response (required)

Non-Responsive

[redacted]

2.2 Non-Functional Requirements

2.2.1 Technical Requirements

Self Scoring of Technical Requirements are requested and contained in the Response Appendix of the RFO (Avue's response is contained in file titled "Carahsoft-Avue BPA RFO 22012-Attachment 6 Technical Response Appendix 03 08 2012.xls").

2.2.2 BPA's Baseline Technical Architectural Standards

The standards found in Appendix A have been established by the CTO for on premise solutions. Any cloud based service's architecture needs to support data integration with

systems that follow these same standards. In this case, data integration means data either coming into or out of BPA's security zone.

IT solutions implemented in BPA must meet the standards established by the Chief Technology Office (CTO). The CTO has the prerogative to disallow technologies that do not meet the BPA standards. Products not written to BPA standards will require an exception from the CTO.

2.2.3 Compliance with Internet Protocol Version 6 (IPV6)

IT Solutions implemented at, or for, BPA shall meet IPv6 standards. The Vendor shall ensure that (1) all deliverables that involve IT that uses IP (products, services, software, etc.) comply with IPv6 standards and interoperate with both IPv6 and IPv4 systems and products; and (2) it has IPv6 technical support for fielded product management, development and implementation available. If the Contractor plans to offer a deliverable that involves IT that is not initially compliant, the Contractor shall (1) obtain the Contracting Officer's approval before starting work on the deliverable; and (2) have IPv6 technical support for fielded product management, development and implementation available.

2.2.4 General Security Requirements

Self Scoring of General Security Requirements are requested and contained in the Response Appendix of the RFO (Avue's response is contained in file titled "Carahsoft-Avue BPA RFO 22012-Attachment 6 Technical Response Appendix 03 08 2012.xls"). Specifically called out from the document are requirements that Avue does not yet meet and their associated response.

Ref #	Name	Description	Vendor Self Score	Vendor Response (required)
T1.66	Vendor matjurity model appraisal	Vendor's capability maturity model must have been appraised by a relevant 3rd party within the last 24 months.	4	The system has not undergone CMMI testing.

IT solutions implemented at, or for, BPA shall meet the E-Government Act (Public Law 107-347) of 2002, Title III Federal Information Security Management Act (FISMA). This includes following the process outlined in NIST Special Publications 800-37 revision 1, *Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach* and 800-64, *Security Considerations in the Information System Development Lifecycle. This also includes the process outlined in NIST Special Publication 800-144, Guidelines on Security and Privacy in Public Cloud Computing. Some of the key steps in this process are detailed in the following section 2.2.4.*

2.2.5 Security Authorization Process

Security authorization to operate (formerly called certification and accreditation) ensures that on a near real-time basis, the organization's senior leaders ***understand*** the security state of the information system and explicitly ***accept*** the resulting risk to organizational operations and assets, individuals, other organizations, and the Nation. Every system must be authorized before it can be put into operation. Authorization is the outcome of the security authorization process.

2.2.5.1. System Categorization

The first step of the security authorization process is to categorize the system using Federal Information Processing Standards (FIPS) 199, *Standards for Security Categorization of Federal Information and Information Systems*. The system categorization documents the confidentiality, integrity and availability needs for the information system. These needs will drive the protective measures that the vendor will have to put in place.

BPA will provide the system categorization level to the vendor. It will be used to guide the vendor in the selection of appropriate controls as identified in NIST SP800-53 revision 3 appendix F.

The overall System Categorization for the Talent Acquisition System is MODERATE.

Security Objective	Potential Impact
Confidentiality Preserving authorized restrictions on information access and disclosure, including means for protecting personal privacy and proprietary information. [44 U.S.C., SEC. 3542]	Moderate
Integrity Guarding against improper information modification or destruction, and includes ensuring information non-repudiation and authenticity. [44 U.S.C., SEC. 3542]	Moderate
Availability Ensuring timely and reliable access to and use of information. [44 U.S.C., SEC. 3542]	Moderate

Per FIPS 199: The *potential impact* is **MODERATE** if—

- The loss of confidentiality, integrity, or availability could be expected to have a **serious** adverse effect on organizational operations, organizational assets, or individuals.

AMPLIFICATION: A serious adverse effect means that, for example, the loss of confidentiality, integrity, or availability might: (i) cause a significant degradation in mission capability to an extent and duration that the organization is able to perform its primary functions, but the effectiveness of the functions is significantly reduced; (ii) result in significant damage to organizational assets; (iii) result in significant financial loss; or (iv) result in significant harm to individuals that does not involve loss of life or serious life threatening injuries.

2.2.5.2. System Security Plan (SSP)

The SSP is a formal document that provides an overview of the security requirements for an information system and describes the security controls in place or planned for meeting those requirements.

The latest version of NIST Special Publication 800-53 revision 3 contains a catalog of security controls that can be used, as well as recommended baselines for the various FIPS-199 categorizations.

NIST SP 800-18 contains guidance on creating and using system security plans, as well as a basic template for one.

2.2.5.3. Security Control Assessment (Test and Evaluation)

The management, operational and technical security controls in an information system must be tested and/or evaluated to determine the extent to which the controls are implemented correctly, operating as intended, and producing the desired outcome with respect to meeting the security requirements for the system. The testing must be completed by an independent third party. For BPA developed and hosted systems, the Office of Cyber Security can perform the control assessment. For external systems, the vendor shall provide BPA the results of the testing sufficient to make a risk acceptance decision. Testing needs to be performed by a 3^{rd} party auditor.

2.2.5.4. Security Authorization Package

In the security authorization process, the BPA authorizing official evaluates the results of the security controls assessments and determines whether the residual risk to the system (that risk which was not eliminated by implementation of countermeasures) is acceptable and that the functioning security controls provides adequate protection for the system to operate. The *security authorization package* documents the results of the security control assessment and provides the authorizing official with essential information needed to make a credible, risk-based decision on whether to authorize operation of an information system or a designated set of common controls.
The authorization package contains the following documents:

- System security plan;
- Security control assessment report;
- Plan of action and milestones; and
- Follow through to closure

The vendor shall supply BPA with the system security plan, the security control assessment and plans to mitigate any weaknesses. BPA will use these artifacts in the creation of the security authorization package.

2.2.6 Vendor Responses to Security Questions

Vendor Responses to Security Questions are requested and contained in the Response Appendix of the RFO (Avue's response is contained in file titled "Carahsoft-Avue BPA RFO 22012-Attachment 6 Technical Response Appendix 03 08 2012.xls").

2.2.7 Critical Infrastructure Requirements

BPA is designated by the U.S. Department of Homeland Security as part of the critical national infrastructure. **Information** and/or **data** concerning the physical and technical infrastructure of BPA's existing and future electrical and information systems, which may be represented in drawings, notes, emails, databases, or oral presentations is deemed information critical to maintaining national security under Public Law 107-56. This information shall not be exported tangible or intangibly (i.e., **an intangible export**) under any circumstances to any **Foreign Contractor** or **Foreign National** or to any country and specifically not to those on the U.S. DOE's **Sensitive Country List** or to any country designated as a Terrorist Country by the U.S. Department of State. Any desired export of this information must have the prior written approval of BPA and be in accordance with all laws of the United States and shall be if legally deemed released only under an approved export license. Breach of this section shall be reported immediately to BPA's Office of Security and Emergency Response at 503-230-5148.

Critical Infrastructure Information is **Sensitive Information.**

The Contractor agrees to the following items:

1. The information supplied by BPA to the Contractor is directly related to BPA's physical and cyber security and is to be treated and protected as confidential information by the Contractor.
2. The Contractor and BPA shall agree on methods approved by BPA, specifically the Information Security function within the Security and Emergency Response to ensure that confidential information is secure when shared between the Contractor and BPA.
3. The Contractor agrees to abide by BPA policies in force at BPA to prevent the disclosure of the information to any third party not approved by BPA to receive or review the confidential information.
4. The Contractor agrees not to export the confidential information to a Foreign National or Foreign Contractor without BPA's prior written authorization.
5. If any portion of the Contractor's maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to BPA to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country. BPA will notify the Contractor in writing whether or not it can allow an Intangible Export of BPA's Confidential Information or if a Deemed Export License is required.
6. The Contractor agrees to notify BPA in writing in advance of any consultation with a third party that would expose a third party to BPA confidential information. BPA will approve or reject consultation with the third party.
7. If the Contractor is subject of an involuntary disclosure or action or is legally required to disclose such confidential information, the Contractor shall immediately notify the CO, and Security and Emergency Response of the requirement and assist BPA in defending against the disclosure.

8. The Contractor agrees to return, or destroy in accordance with BPA Policy, if so requested, any and all confidential information upon written request from the BPA.
9. Regardless of any suspension, expiration or termination of any business relationship between BPA and the Contractor, the obligations and commitments established shall remain in full force and effect for fifteen (15) years from the day and year first hereinabove written or until such time as the Contractor has entered into an agreement with BPA providing otherwise.

2.2.8 Data Management & Models

Integration:

1) The BPA standard integration architecture is Web Services. Alternative solutions must be granted an exception by the BPA CTO.
2) The vendor supplied Web Services must provide full application functionality for supported interfaces.
3) The BPA standard tool for intelligent business process automation is Microsoft BizTalk 2006 or Microsoft BizTalk 2009. If the Proposed Solution requires such automation, the vendor must supply appropriate adaptors. If the Proposed Solution requires only bulk data movement, it must be compatible with, in order of preference, Microsoft SQL Server 2005/2008 Integration Services (SSIS), file import/export or other BPA supported Extract Transform Load (ETL) techniques (e.g. Informatica).

Vendor Responses to Data Management & Models questions are requested and contained in the Response Appendix of the RFO (Avue's response is contained in file titled "Carahsoft-Avue BPA RFO 22012-Attachment 6 Technical Response Appendix 03 08 2012.xls").

2.2.9 System Availability

Availability, Redundancy and Disaster Recovery

1) The Proposed Solution must be capable of meeting routine *7 days* x *24 hours* operation by applicants with normal operations of 6:00 am to 6:00 pm pst.
2) The Proposed Solution must be able to meet a *99%* uptime requirement measured by the availability of the full, normal product function.
3) The Proposed Solution must support both site-redundant installation and within-site redundancy (e.g., clustering, redundant application serves).
4) For delivered solutions, upon site failover, the Proposed Solution must be capable of resuming normal operations within *24 hours* with no loss of data.

5) Database implementation for delivered solutions must support a fully redundant site with the ability to execute a seamless failover with no loss of data with no more than 30 minutes loss of service to the users.
6) In the redundant application server solution, the application must be capable of continued operations in the event of the failure of one application server without impact to users beyond transactions active at the time of failure.
7) In the event of a database fail-over (between-site or between-cluster node), the application shall reconnect to the active database without impact to the stability of the application.
8) The vendor shall recommend and document backup, disaster recovery, and archiving procedures to BPA and shall assist BPA in adapting these procedures to BPA standards.
9) Application supports single sign-on solution.
10) All hosted or delivered components of the system shall be redundant between at least two geographical sites (Primary and Secondary).

2.3 Records, Information & Privacy

Vendor Responses to Records, Information & Privacy Questions are requested and contained in the Response Appendix of the RFO (Avue's response is contained in file titled "Carahsoft-Avue BPA RFO 22012-Attachment 6 Technical Response Appendix 03 08 2012.xls").

2.3.1 Records Management

Use of contractor's site and services requires management of Federal records. Federal records are government property and the contractor must manage them in accordance with all applicable records management laws and regulations, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), and regulations of the National Archives and Records Administration (NARA) at 36 CFR Chapter XII Subchapter B). Managing the records includes, but is not limited to; secure storage, retrieval, and proper disposition of all Federal records including transfer to BPA in a format and manner acceptable to the agency at the time of transfer. The agency also remains responsible under the laws and regulations cited above for ensuring that applicable records management laws and regulations are complied with through the life and termination of the contract.

The proposed solution must be capable of the following with regard to Federal records:

1. It must comply with the retention schedules, including disposition, set by the agency for all Federal records maintained in the system.
2. Applying a unique identifier to each record within the system
3. Formal three-stage process to destroy records (qualify, review, dispose) across categories as determined by retention schedule or other criteria
4. Destruction of eligible records such that they cannot be reconstructed within the system
5. Transfer of records in their native format with metadata intact to another location, system or organization on demand as required by the agency
6. Use of non-proprietary formats to ensure data remains useful outside of the system in which it was created
7. Track, record and analyze audit trails to investigate integrity, confidentiality and availability of

records
8. Regular backups and rebuilds of specified records data independently from overall system backup
9. Applying security such that records may not be altered or destroyed as required by the agency
10. Sequestering discrete sets of records and transfer of those sets as required by the agency

2.3.2 Information Management

The data within the contractor system shall be owned by the agency, and thus is subject to the Freedom of Information Act (FOIA), 5 U.S.C. 552, and electronic discovery requirements.

The proposed solution must be capable of the following with regard to electronically stored information (ESI):

1. It must comply with the retention schedules, including disposition, set by the agency for all information maintained in the system.
2. It must allow the agency to search and retrieve records in response to a FOIA or other request (or perform this function for the agency).
3. The contractor must have procedures for locating, preserving, collecting, and producing any agency ESI that resides in the contractors environments in response to a hold notice from the agency. These procedures must be documented, maintain chain of custody and preserve metadata as a part of the ESI.
4. The contractor must provide for notice to the agency within a short period of time of any third-party request/demand for the agencies' data.
5. The contractor must provide a method for helping BPA facilitate responses to a FOIA request.

2.3.3 Privacy

Use of contractor's site and services requires management of Federal information. The contractor must manage Federal information in accordance with all applicable privacy laws and regulations, including but not limited to the Privacy Act of 1974, Public Law 93- 579, December 31, 1974 (5 U.S.C. 552a) and applicable DOE regulations.

1. The cloud provider must have a secure environment to at least the standards of confidentiality and integrity from the Moderate FIPS-199 level to store records containing PII.
2. The cloud provider must secure the data pursuant to NIST 800-53 R3 requirements.
3. The cloud provider cannot alter the Terms of Service or contract without express written consent of BPA.
4. The ownership of the data remains under the sole ownership of the Federal Government at all times.
5. Back-up information will be returned to BPA in the event the contract is ended.
6. If the cloud provider files for bankruptcy, back-up information will be returned to BPA upon BPA's request.
7. The provider must have a documented process to address the removal or control of PII upon the termination of the contract between BPA and the provider. The provider should explain their documented process.
8. The provider may not store any PII on any data servers, including redundant servers, outside of the United States, without express consent from BPA.
9. The provider should not be able to use any data stored on their systems for any purpose

outside agency use.

10. The provider must agree not to share privacy data with any entity not explicitly authorized in the contract.
11. The provider must have controls in place to prevent the misuse of data by those having access to the data. The provider should explain details of those controls.
12. The cloud provider must allow for access to data as permitted under current Federal law to both authorized Federal agencies and individuals wishing to verify their own PII. The provider should explain their process for providing such access.
13. Describe what privacy training the provider has.
14. The provider is responsible for protecting the privacy rights of users in the cloud.
15. The provider must have a documented process to report and handle breaches and must share its process with BPA.
16. Within two hours of any privacy and/or security breaches, the provider must report such incidents to BPA regardless of whether the breach was intentional or inadvertent. The provider must describe its process for breach reporting.

2.4 Service Support Approach / Plan(s)

The Proposed Solution must be scalable to meet BPA's future needs. Initial implementation will require the ability to support:

1) Average number concurrent users
   - A. 25-30 core users using throughout the day (at roughly 10% concurrency of system requests)
   - B. 300-400 staff involved in the hiring process (1% system concurrency)
   - C. Up to 5,000 external BPA applicants per day (either through the Internet or interfaced from another system, such as USAjobs.gov)
2) Peak number concurrent users
   - A. 400-500 total internal
   - B. 300-500 external applicants (assuming application submission is heavily concentrated around work hours)
     - i. Assume 10% concurrency for Web applications, 5-10 concurrent system requests
3) Average number of transactions
   - A. 1,000,000 applications per year (maximum)
   - B. 50,000 approximate transactions per hour
4) Peak number of transaction
   - A. 300,000 assume 6x normal traffic

The vendor shall provide all relevant standard license and service maintenance agreements to meet at minimum the above initial implementation requirements. The proposed system maintenance approach must include at least the following:

1. Approach for maintenance of system software. Maintenance to be described includes preventative maintenance, on-call remedial maintenance, response time to remedial maintenance, and maintenance personnel qualifications.

2. Use of performance monitoring and diagnostic tools.

Vendor Responses to Service Support Approach and Plan questions are requested and contained in the Response Appendix of the RFO (Avue's response is contained in file titled "Carahsoft-Avue BPA RFO 22012-Attachment 6 Technical Response Appendix 03 08 2012.xls").

2.5 Implementation Approach/Timeline Information

The following section was developed to assess your ability to estimate the approach/timeline associated with the implementation of the proposed solution. The implementation approach and timeline should be constructed using a phased/task and milestone approach with key dates or time ranges.

2.5.1 Approach/Timeline

Please describe the approach and timeline associated with implementation of your proposed solution. Make sure to list any assumptions or comments needed to justify the phases/milestones addressed along with the key dates or time ranges. Where phases/tasks overlap, please be sure to illustrate this. BPA is looking to have a new system in place to support September 2012 business goals. Please note that BPA does not plan to convert any transactional data (including, but not limited to applicant profiles and vacancy announcements). Conversion tasks should be limited to those associated with configuration data only.

Vendor Responses to the Timeline and Implementation Approach questions are requested and contained in the Response Appendix of the RFO (Avue's response is contained in file titled "Carahsoft-Avue BPA RFO 22012-Attachment 6 Technical Response Appendix 03 08 2012.xls").

2.5.2 Training

Vendor Responses to Training questions are requested and contained in the Response Appendix of the RFO (Avue's response is contained in file titled "Carahsoft-Avue BPA RFO 22012-Attachment 6 Technical Response Appendix 03 08 2012.xls").

2.6 Pricing Information

Pricing information is requested and contained in the Instructions to Offerors (ITO) template, Attachment 1 in the RFO (Avue's response is contained in file titled "Carahsoft-Avue BPA RFO 22012-Attachment 6 Technical Response Appendix 03 08 2012.xls").

3 ADDITIONAL CONSIDERATIONS

3.1 Operations and Maintenance

Vendor Responses to Operations and Maintenance questions are requested and contained in the Response Appendix of the RFO (Avue's response is contained in file titled "Carahsoft-Avue BPA RFO 22012-Attachment 6 Technical Response Appendix 03 08 2012.xls").

3.2 Customer Service

Vendor Responses to Customer Service questions are requested and contained in the Response Appendix of the RFO (Avue's response is contained in file titled "Carahsoft-Avue BPA RFO 22012-Attachment 6 Technical Response Appendix 03 08 2012.xls").

(Please differentiate if there is incremental pricing for some of the service levels you indicate or if the services are of part of the tool itself).

4 PRODUCTS AND MODULES

The following modules will be implemented at BPA. For more information see "APPENDIX B: ABOUT THE MODULES":

Module Name and Acronym	Major Feature Functionality of the Module
Avue Operating System (AOS)	Job classification (including automatic FLSA and Comp Level Codes), position management, PAR workflow and processing, skills survey, HRIS/payroll system interfaces. Covers 100% of all work performed in the Federal Government, including white and blue collar. Creates all positions in all types of pay plans, including pay banding, market-based pay, mixed-series, mixed-grade, career ladder, supervisory, lead, senior level, interdisciplinary, research, and trainee positions.
Recruitment, Retention, and Staffing (RRS)	Complete end to end recruitment and staffing from announcement to fill (including USAJobs interface and all DEU), including EOD and off-boarding, specialty recruitment agency-specific web sites, climate survey, exit survey, recruitment program management & support. Automatically determines whether candidate meets basic qualifications. Automatically rates and ranks candidates, including applying Veterans' Preference and assessing and flagging applicants available through alternative hiring authorities. Automatic generation of referral list and notifications to managers that referral lists are available (online) for candidate review, further assessment, and selection. On-line reference checking and automatic generation of behaviorally-based interview guide.
Avue Command Center (ACC)	Sits on top of all other Avue modules to provide enterprise-wide visibility down to individual business unit. Includes executive dashboards, ad hoc and standard reporting, decision support, all functioning in real time.

5 IMPLEMENTATION

Avue itself is responsible for and provides implementation on an unlimited basis at no additional charge throughout the life of the subscription:

- All implementation services, processes and procedures, and providing software version testing.
- Maintaining software version/release control for the development, test and production ADS environments.
- Providing application and system level software release upgrades.

6 DOCUMENTATION AND SUPPORT

Avue provides extensive documentation and electronic system support tools for ease-of-use and comprehensive communication for every Avue product. The centerpiece of this support is the Avue Wiki, an informational resource platform that provides clients and users answers at the click of a link. Avue's ShopTalk is a feature designed to serve as a forum for employees of agencies and create a community of like users within the system. Applicants can take part in Avue's Talent Community, a forum design to provide them with an opportunity to talk about the federal hiring process with other applicants. In addition, Avue has online tutorials and instruction via video tutorials and user access to downloadable tutorials and guides, professional services such as concierge services and access to a user-friendly help desk via chat, and additional online help via frequently asked questions (FAQs), and quick reference guides. All options are handily and readily available to the client and users at all points of access within the Avue platform.

All documentation and electronic support tools are included in the Avue "all-you-can-eat" subscription and are provided to the client at no additional charge.

Additionally, Avue provides extensive customer support services, based around the following tiers:

1. Tier 0 is self-service support within the application. The major component of this is the "Forgot My Password" capability to securely recover forgotten passwords without having to call the Help Desk.

2. Tier 1 is the Help Desk, where in addition to forgotten passwords, the agents handle applicant support requests and a variety of basic Agency user questions. The Help Desk is available via web submissions 24x7 and by phone from 8AM to 8PM Eastern Time on weekdays, with voice mail for after hour and weekend calls. Web submissions and the voice mailbox are currently monitored periodically over the weekend. Avue adjusts its support hours as necessary to support its client base. Avue will work with BPA to expand these hours to a mutually agreed upon range. Regardless of the support hours, the Help Desk services are part of the all-you-can-eat services provided by Avue. Tier 1 calls are recorded for review and quality assurance purposes, and cases are opened and managed within the Help Desk case management system within the Avue solution.

3. Tier 2 is support for more complex applicant and Agency user questions that do not deal with complex Federal HR issues or complex technical/system issues. Tier 2 issues are escalated to Help Desk Team Leads and as appropriate to Avue HR Professional Services team through the Help Desk case management system within the Avue solution.

4. Tier 3 is support for issues requiring significant skill and experience in either Federal HR or in Avue's technology infrastructure. Tier 3 issues can be escalated through the Help Desk, are reported directly by the client Point of Contact to their Engagement Partner, or by Avue's internal HR Professional Services team. Tier 3 support events may also be triggered by Avue's Technical Monitors reporting an error or abnormal condition within the technology infrastructure.

The integrated Avue Help Desk capability provides:

- IChat capabilities.
- A single toll free telephone number to a central help desk service center and an alternate number for those who cannot access the toll free number. In addition to a standard toll free number, the Help Desk provides a teletypewriter (TTY) number.
- Call Management to manage service requests being researched for end users at the Help Desk.

- Web-enabled access to a single Help Desk URL.
- Electronic service request creation and status functionality.
- Input from employees via phone, email, or facsimile.
- Integrated Tier I and Tier II support.
- Recorded phone messages to provide quality control and quality improvement.
- Recorded voice mail for requests received during times that the help desk is not staffed with people.
- Records and tracks requests from the time they are received until the time they are resolved and maintains a history for audit purposes.
- Provides information about each contact with the employee or resolution step and what action was taken at that time.
- Allows handoff for resolution activities to other teams and groups in the event that another group should have cognizance over the request.

Avue Help Desk tightly integrates with Avue's data warehouse to generate and store metrics data by time period including the number of cases handled, the type of case handled, time to resolve the different types of cases, and the number of current cases.

Customers may report problems to the Avue Help Desk, to their associated Engagement Partner (EP), via email and/or by using the Concierge functionality in the application. Problems that affect day-to-day operations of HR professionals, manager/supervisors and applicants that do not have a known work-around are treated with the highest priority and are acted upon immediately. Customers are informed about progress by their designated EP. See also the discussion above regarding help desk reports and customer follow-up.

Customers may submit change requests to their associated Engagement Partner (EP), via email and/or by using the Concierge functionality in the application. Change requests are reviewed on a regular basis by the Avue Management Team for inclusion in future releases. The decision to include a particular change request is based on the legality of the request (i.e., is it based in regulations and/or agency guidelines) and whether the change will benefit the whole Avue user community. There is no charge to implement accepted change requests and the customer is kept informed as to the status via the EP.

A change request is written when the system functions as originally requested and designed, but the customer wishes a change to be made. A problem report is written when the system fault occurs (e.g., abends, does not save data properly, etc.) or the system is found to be in non-compliance with prior requirements.

Customers may submit problem reports and change requests online via the application Concierge functionality. Status is supplied to the customer via their Engagement Partner.

7 REPORTING

Avue provides the full range of transaction reporting methods to its clients, including standard reports, online ad-hoc reporting capability that provides the user with a variety of filters. All standard and ad-hoc reports can be automatically exported to Excel on the user's system with a single mouse click. In addition, Avue will provide (quickly and at no additional charge) ad-hoc reports, including creation and scheduling, using the Avue Command Center functionality (in cases where users do not have the time or inclination to do the report themselves) or if, for some reason direct custom query access to the Avue database is required.

Every action performed in Avue is tracked and a status log is maintained to show the actions taken by users by their user ID, date-stamped to the exact date and time the action was taken, as well as the action taken by that user. This status log, along with other tracking and documentation provided in Avue, allows for complete reconstruction of HR transactions for audit, such as DEU audits and for the agency's protection in case of employment litigation claims.
Avue creates a complete case file as well. The case files are used for any reconstruction of transactions as well as audits such as DEU audits. All HR transactions conducted through the Avue platform are guarded with a series of regulatory frameworks that drive algorithms and rules engines within the system.

The Avue Operating System (AOS) features reporting capability that allows users to build standard and ad hoc reports from an array of report fields including:

- Organizational location (including subdivisions).
- FLSA status.
- Competitive level codes.
- Bargaining unit status.
- Geographic location.
- Position classification elements — e.g., title, series, grade, pay plan.
- Supervisors and managers.
- Date established.
- Career ladder.

The AOS provides the ability to combine data from the agency's PAR, HRIS, financial system, and/or payroll system with data resident in the Avue system for real-time reporting and visibility on the agency's workforce and operations. For example, the combination of Avue data and payroll data provides a blended view of the workforce, linking positions and people and people to organizations. This blended information allows for superior visibility in the present day and permits trend analysis by combining historical data with current workforce demographics. Avue provides the ability to display this data in dashboard form, via the Avue Command Center (Avue's robust management dashboard functionality), and report it using the Avue online reporting tools for both standard and ad hoc reporting.

Avue's RRS module produces all required reports, archives all staffing cases and provides for ad hoc reporting using Avue's online reporting tool. OPM required Delegated Examining Unit (DEU) reports and EEOC MD-715 reports are generated automatically in the required format for submission. RRS embeds a DEU Risk Mitigation Tool that warns HR specialists when their actions could be considered regulatory violations. The tool also produces a DEU audit case file compliant with current OPM DEU audit requirements.

Avue's ASAP is the only human resources system to include business activity monitoring and reporting as a standard system and service feature.

APPENDIX A – TECHNOLOGY STANDARDS FOR ON-PREMISE SOLUTIONS

Operating System:

1) The current BPA Server Operating System standard is the still widely deployed Microsoft Windows Server (Windows Server 2003, Windows Server 2003 64-bit only for database servers) running on industry-standard commodity hardware (multi-core, multi-processor Intel/AMD 64-bit processors). The standard will transition to Microsoft Windows Server 2008 and Windows Server 2008R2 running on the same hardware platform during calendar year 2012. Any proposed solutions must be certified against the Windows Server 2008R2 standards. This standard applies to all on-site implementations. Preference will be given to server products that *also* certify on Virtualized Server Environment (using Microsoft Hyper-V). Preference will be given to products that Deploy via automation (e.g.. via Microsoft System Center Configuration Manager [formerly SMS]))
2) The current BPA Client Operating System standard is Microsoft Windows XP Professional (32-bit) running on industry-standard commodity hardware (multi-core Intel/AMD processors). This will transition to Windows 7 Professional (64-bit) running on the same hardware platform. Any client based solution must operate in a Windows & desktop environment using the United States Government Configuration Baseline (USGCB) - http://usgcb.nist.gov/usgcb_faq.html.
3) Virtualized Environment (using Microsoft Virtualization products and Citrix)
4) Deploy via automation (e.g. System Center Configuration Manager [formerly SMS]))

Programming Language:

1) The current BPA standard programming language for in-house development is Visual Studio 2008 C# deployed to .Net Framework 3.5. Preferred COTS solution should be compliant with .NET 3.5 Framework. By exception, applications using later versions of the .Net Framework will be considered. By exception, applications which are J2EE compliant with web services interfaces may be considered – exception must be granted by CTO. J2EE applications must run on an industry standard J2EE platform (e.g. WebLogic, WebSphere, Oracle Application Server).

Preference will be given to products:

A. Written in C# using Visual Studio 2008

Database Technology:

1) The current BPA standard DBMS is Microsoft SQL Server 2005 64-bit on Windows Server 2003. This standard will transition to Microsoft SQL Server 2008 (SQL Server 2008 R2 when available) on Windows Server 2008R2 during calendar year 2012. BPA also supports limited Oracle 10gR2 64-bit environments on Windows Server 2003 x64 (IN64T/AMD64). This limited standard will transition to Oracle 11GR2 on Windows Server 2008R2 during calendar year 2012. All products must certify on one of these platforms. This standard applies to all on-site

implementations and is a data integration requirement for any Cloud Based implementations.

Architecture:

1) The BPA standard for server applications is n-tier. The business layer of the systems should be able to scale across multiple Application Servers in our farm.
2) The application must not communicate passwords between servers unless fully encrypted by an approved encryption technology.

Monitoring:

1) The BPA standard for monitoring is Microsoft Systems Center Operations Manager (formerly known as MOM). Preference will given to systems that:
    a. Write all application messages to the event log
    b. Provide a management agent plug-in for SCOM

Definitions:

For the purpose of this section:

- "Application", "proposed application", or "the application" refers to the programmatic component of the proposed solution.

- "The Proposed Solution" refers to the entire system including application, database, physical architecture, and infrastructure proposed by the vendor. This may also refer to a hosted service.

Summary of General Technical Requirements

1) The Proposed Solution should consist of the following layers: presentation layer, application layer and data layer. The solution should be able to be distributed across relational database management system (RDBMS), application server(s), and web server. The preferred solution would have the user interface (presentation layer) through a web-based client; a smart client based on .NET 3.0 (3.5 by exception) would also be acceptable.
2) All components of the Proposed Solution shall be interconnected using BPA standard TCPIP-based network protocols. Solutions must be compatible with and support ***both*** IPv4 and IPv6.
3) The Proposed Solution should allow sharing of the host resources of the relational database management system (RDBMS), application server, and web server layers (i.e. should not require dedicated servers).
4) All on-site server components must be capable of automated backup via BPA standard backup hardware and software (Veritas Net Backup).
5) Hosted solutions should practice a backup and restore methodology that meets BPA's Restore To Operations objectives *(specify)*.
6) The Proposed Solution must be a commercially available off-the-shelf version of the Vendor's application utilizing a commercially available RDBMS (see database technology standards noted above).

7) All application data shall reside in the database (hosted or on-site).

8) The Proposed Solution must be capable of archiving data (selection criteria [e.g. age] configurable by the users). Archived data must be readily retrievable within the application. Hosted solutions must allow BPA to access all BPA data, historical and current, via the application.

9) The Proposed Solution must be capable of importing legacy data for use by the application (and if implementation is part of the contract the import must be done).

10) The Proposed Solution must utilize industry-standard Windows-based servers. BPA's current standard is X86 architecture, AMD/Intel agnostic (solution will have no dependencies on either AMD or Intel chip set features that prevents solutions from running on servers using AMD's chip set or Intel's chip set) multi-core, multi-processors running Windows Server 2003, Windows Server 2008 and Windows Server 2008R2. Database and Exchange Servers are exclusively 64-bit.

11) In the event of a failure of the primary database server the software will allow a failover to a secondary database server within (*specify allowable downtime*).

12) The application shall provide immediate notice to the user if a transaction fails for any reason.

13) Failure of any single application server should be managed by automatic load balancing and should not result in the loss of application availability or data.

14) Delivered server application software not deployed as a COM+ package or Web Service must run as Windows Service capable of running under a non-interactive user account as a system service supporting least privilege for application execution and administration. Hosted solutions may be granted an exception from this requirement.

15) Client application software must run under the accounts of individual users and must log local client errors to the local machine in the Windows Event log.

16) Application services must be multithreaded and able to utilize multiple-core and multiple-processor server hardware.

17) Application must have maintenance and management tools that use documented interface within, or in addition to the application. Vendor must documented tool or methods to monitor state of all components in the system.

18) Application must have an administrative interface that allows centralized, remote management of users, servers (other than remotely hosted servers), communication, and load.

19) Product software must be installable via automated methods (e.g. Microsoft Systems Center Configuration Manager [formerly SMS]).

20) Vendor must provide scripts for executing upgrades to all components of the solution managed by BPA IT staff, including database structure, on site application servers (if applicable), etc. Forced or non-requested software updates or automated status/error messages to the vendor or other external parties must be capable of being limited or disabled by BPA staff.

21) Vendor must provide a non-destructive rollback method for software and database structure upgrades.

22) The vendor must provide licenses for any third party tools or libraries required for the Proposed Solution. All third party tools and libraries are subject to approval by BPA CTO.

23) Application errors, warnings, and high-level actions (startup/shutdown/restart) events must be written to the native Windows Event Log in a separate custom log view. Details of application activity must be written to external, BPA controlled, files in a standard structured text format.

24) The Vendor shall provide a detailed written description, including examples of usage, of all Application Programming Interfaces (API's).

25) The Vendor shall provide consultation on the best use of the APIs to meet BPA functional requirements for data input, reporting, and application integration.

26) Access to the local delivered or replicate databases shall be via industry-standard tools, such as ODBC, and shall allow access to retrieve all BPA data in the database.

27) BPA shall retain ownership of all BPA data without additional charge by the Vendor and have the right to perform any required data analysis or mining without charge. BPA shall have the right to a copy of all BPA data in the database structure with no limitations on use.

28) The Proposed Solution must provide transaction auditing of user interactions, including logon ids (whether for individual user or external systems) and timestamps in conformance with Sarbanes-Oxley and OMB Circular A-123 -- Management's Responsibility for Internal Control.

29) The Proposed Solution must provide auditing of system security changes, including logon ids and timestamps of those making changes in conformance with Sarbanes-Oxley and OMB Circular A-123 -- Management's Responsibility for Internal Control.

30) Vendor will certify application will successfully execute and run in BPA's environment.

31) Solution will support BPA's separate development, test, and production environments.

32) BPA must have the latitude to test and upgrade its implementation of the vendor software on an independent timeline. Vendor upgrades will be inclusive of changes made in previous releases allowing BPA to skip versions if necessary.

33) Additional charges (beyond standard maintenance agreement) will not be imposed for subsequent versions of the vendor software (or required 3rd party components).

Source Code Control

1) Vendor must practice source code control with industry-standard tools such as Microsoft Team Foundation Server.

2) Vendor must practice proper packaging of files for each software version delivered to BPA. Each file must contain the proper version information in the file properties field.

3) Vendor must provide complete release notes for each software version delivered to BPA.

4) Vendor must provide current source code to be held by BPA in on-site escrow storage, with the understanding that BPA personnel cannot access it unless certain conditions described in the contract are met (e.g., financial failure of vendor that results in the end of support for the software).

Quality Assurance

1) Vendor must have a documented QA program in place, acceptable to BPA, and must practice proper quality control and testing prior to releasing products.

2) Vendor must have a documented bug reporting and resolution process in place including response time standards consistent with agreed upon SLA.

3) Vendor must have a problem report escalation process that is acceptable to BPA.

Documentation

1) Documentation (technical and user-oriented) must be complete and updated with every software release (including minor releases).

2) Documentation must be supplied electronically in MS-Word or PDF format for each release, or via electronic performance support software tools (EPSS), or via a support website.

3) The Vendor shall provide BPA with updated documentation of the database schema with the initial installation and with every upgrade. This documentation should include a Data Dictionary, either as data attribute comments in the database schema or as a separate document, with complete entity descriptions and meaningful attribute definitions.

4) Documentation will include

    A) Installation instructions

    B) Monitoring instructions

    C) API/web service

APPENDIX B – ABOUT THE MODULES

AVUE'S RECRUITMENT, RETENTION AND STAFFING MODULE (RRS)

Avue's Recruitment, Retention, and Staffing Module (RRS) automates the processes involved in recruitment and staffing. Based on the requirements of the position to be staffed and the data pulled from the Avue Occupational Content Database, this module gives you the ability to:

- Complete and customize the Applicant Questionnaire and Vacancy Announcement while meeting all federal statues and standards
- Post the completed vacancy directly to USAJobs 3.0, your agency's careers page, and Avue Central in one step
- Access more than 1,600 Recruitment Sources along with posting capability to popular Social Networking sites such as Facebook and LinkedIn,
- Search for quality applicants using Talent Pool Management
- Perform a series of applicant reviews with the potential to override system-determined eligibilities through Candidate Quality Assurance
- Control Assessment List and Referral List generation
- Manage the selection process
- Make online Job Offers and manage through an ASAP workflow process
- Manage all aspects of the Entrance on Duty process including selection of on-boarding forms, applicant notification of pending actions, notification of completed workflow steps and auto flow to the next step in the hiring process (more on EODS later in this submittal)

RRS includes a complete range of services and support for the ultimate in effective agency recruitment including: (a) custom branded recruitment sites, (b) open-continuous recruitment of applicants to form large pools of available skills for all agency locations, (d) support for all client recruitment events, including event-specific recruitment videos and design and graphics support for collateral, options for combined internal and external announcements, and (e) support for recruitment source effectiveness analysis.

- RRS provides for electronic recruitment, job posting, application, rating, ranking and referral of candidates. Approved positions can also be posted to the library of more than 1,600 recruitment sites simultaneously as well as Facebook and LinkedIn.
- RRS builds an editable, custom job application based on the specific requirements of the position that applicants complete online and submit for rating and ranking.
- RRS reviews all applications and produces a list of highly qualified applicants for the hiring manager. Business logic engines automatically adjust the lists based on regulatory requirements and union rules to take into consideration special priorities such as veteran's preference, eligibility requirements and priority placement programs.
- RRS maintains a centralized database of applicant information that can be easily queried to retrieve applications of candidates with previously determined skill sets and competencies for open positions. In addition, each staffing action is electronically archived to provide an historical record of all applicant transactions.
- RRS produces all required reports, archives all staffing cases and provides for ad hoc reporting using Avue's online reporting tool. OPM required Delegated Examining Unit (DEU) reports and EEOC MD-715 reports are generated automatically in the required format for submission. RRS embeds a DEU Risk Mitigation Tool that warns HR specialists when their actions could be considered regulatory violations. The tool also produces a DEU audit case file compliant with current OPM DEU audit requirements.

- RRS supports the integration of diversity goals with each staffing action to assure management and HR decisions are tailored to increase diversity and achieve goals related to full representation.
- RRS is the ultimate in applicant relationship management, with automatic, customized email notifications at every stage of the process, integration with USAJobs 3.0 four notification points, and 24x7 applicant self-service tracking and status lookup online.

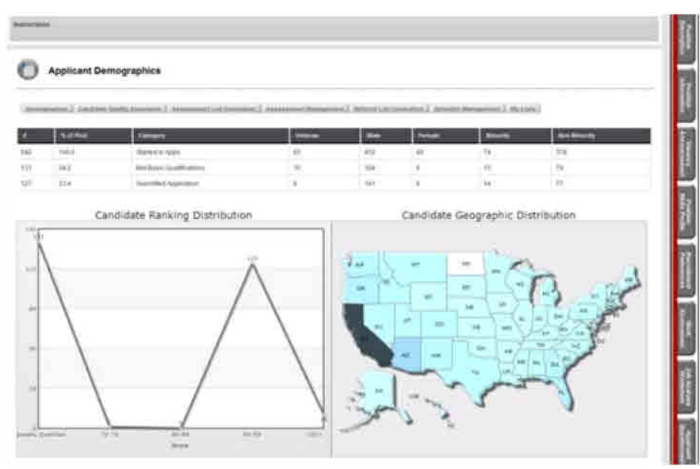
Applicant Assessment | You're In Control

Applicant Assessment within RRS is fully automated, with the full capability for injecting manual control over the process while ensuring adherence to the department's regulatory and policy framework. Applicants submitting their application complete eligibilities, basic and advanced qualification questionnaires. The questionnaire is automatically generated, position specific, adheres to OPM and UGESP standards, and can be edited to ensure the effectiveness of the rating mechanism. A hiring manager or HR professional can also weight KSAs, add or remove questions, or edit the text of the questions. From the applicant's responses to the questionnaire, the system automatically determines if the applicant meets eligibilities, is basically qualified for the position, and determines the rating of the employee against the requirements for the position and ranks the applicant. The system applies any preferences due the applicant and determines the hiring authorities applicable to the applicant, according to the regulations and policies under which the organization operates.

72 hours prior to closing a vacancy, emails are sent to applicants that may have started, but not finished, their application process for the position, to notify them of the close date. In addition, 72 hour notices can be sent to both HR professionals and hiring managers to remind them of the close date. For HR professionals and hiring managers, the 72-hour notice includes aggregate applicant demographics for the vacancy.

From the automated ranking and rating, a Referral List (Certificate) can be generated and provided to the Manager online to allow the completion of the selection process. Where appropriate, an Assessment List can be generated from the qualified applicant pool, and Paneling used to review and assess the applicants prior to the generation of a final Referral List. Paneling is done online with the findings of each Panel member tracked and a combined to generate a Panel Rating for each applicant. Avue also allows inclusion of data from external pass/fail or scored tests and associates these with each applicant to contribute to the candidate assessment.

Avue supports a variety of assessment processes including cognitive testing, automated rating and ranking, subject matter expert rating and ranking, validation from references, hiring manager interview assessments, panel interview assessments, work sample assessments, online capture of training and certifications, language proficiency capture, geographic experience capture, and others. Avue provides for tailored assessment processes by vacancy so that assessments can be modified on a case-by-case basis.



Throughout the assessment process all activities are fully tracked online and are available for reporting purposes, metrics and auditing. Emails are used at key trigger points and on an ad hoc basis to keep the applicants informed of the progress being made on the status of the recruitment action. Where applicants are required to carry out a step in the process, "digital nagging" emails are sent to the applicant to remind them to get their parts of the process completed.

For DEU hiring, additional guidance is provided in the form of instructions and context-sensitive pop-ups to ensure the HR Specialist handling the vacancy is in compliance with DEU requirements. On completion of the processing of a Referral List (Certificate), reminders are sent to ensure the timely auditing of the List, to ensure compliance with DEU regulations and the accuracy of DEU Quarterly Reports generated automatically from the system.

Avue's professional services providers offer full support for all clients that are subject to OPM Audits. An Avue team will go onsite prior to the Audit to prepare the organization for OPM's arrival, including carrying out a full pre-audit, identifying any issues or regulatory violations and providing a means of addressing or correcting them prior to the OPM audit. DEU audit support is provided as part of the all-you-can-eat subscription service. The tracking, consistency, fairness and visibility of Avue provide the foundation for a successful outcome to an OPM audit.

Additional RRS Feature Functionality

- Automatically verifies that academic degree was earned from accredited institution and flags applicants where accreditation is not found.
- Allows single or open-continuous job postings with multiple locations and at multiple grades/series. Applicants select location preferences, from a list or a map. Only applicants who have selected the locations appear on the referral list for that location.
- Single job announcements covering multiple types of appointments and work schedules.
- "Combined Internal External Announcement" which places a statement on the vacancy announcement that indicates the vacancy is a combined announcement and applicants will be rated for all categories for which they are eligible. Referral lists are generated for each category (internal v. external) since different list rules apply.
- Career ladder announcements.
- Multiple series and inter-or multi-disciplinary announcements.
- The full range of Senior Executive, Senior Level, and other high level and "specialized" positions.
- Recruiter support, program management, prospect management, and event management.
- Survey of both applicants and managers to track satisfaction on every announcement
- Applicant status tracking. Including: contacted, interviewed, selected, accepted, declined location, declined salary, failed to reply, removed for qualifications determination, removed for suitability, and more.
- Communication with applicants via email and mail/merge hard copy notices throughout the process, as well as 24/7 applicant ability to look up status
- Email notifications to applicants to update applications and indicate continued availability and/or interest on Open Continuous announcements (the default update request is every 60 days) and automatic updates to the applicant pool based on the applicant's response.
- Warning notices delivered by email 72 hours before an announcement closes, to applicants who have started but not completed applying.
- Tracking/reporting on recruiting sources effectiveness including applicant flow and tracking of applicants from specific recruiting sources such as paid advertising and job fairs.

RRS Social Network Functionality and Integration

- Avue postings can be posted automatically to the Agencies Facebook, LinkedIn, and Twitter sites. Applicants can view the posting and, by logging into their Social Network account, can have their Avue profile populated from the information in their Social Network account. Applicants can share the postings within their network and provide feedback to social community on the position, agency opportunities, and the application process through these collaborative Web 2.0 features.
- Within the Avue site, Avue provides secure Social Media functionality where applicants can chat in real time, join talent communities, check their application status, participate in discussion forums, and analyze their skills.

AVUE OPERATING SYSTEM (AOS)

The Avue Operating System (AOS) is the platform for the entire Avue offering. AOS consists of the Avue operating infrastructure — user management, database and rules engines access, application server functionality, workflow, and system interfaces. In addition, AOS includes certain core software application functionality and database content in support of position classification, position management, employee skills surveys, workforce skills banks, and employee and manager self-service.

Position Management

AOS supports all activities relevant to position management — including job classification and pay — and completely automates the processes involved in creating and identifying the work in classified positions, also providing key documentation related to the position.

AOS uses sophisticated rules engines to determine relationships between duties, job classification, compensation level, and performance standards. After the analysis is complete, AOS produces a classified Position Description (as in the screenshot above), Evaluation Statement, Performance Plan, and Interview Tips for the manager. All of the documents listed are fully integrated to the major duties and responsibilities allocated to a position.

AOS is pay system-agnostic and supports agencies with a variety of different approaches including pay banding, excepted service, market-base pay, and pay for performance systems.
On average, managers developing positions using AOS take only 10 minutes from start to finish. Avue edit capabilities allow users to edit any and all content, except for certain position grade controlling features. These features are write-protected and manager users are permitted to include or exclude them but not to edit the text itself. Should managers build positions and then exclude certain grade controlling features, the AOS module automatically recalibrates the position classification to take into account this affect. All edits are tracked, and documented in the position's history file or status log, with notations by date, time, and user.

AOS provides a side-by-side comparison of the original system-generated text and the edited text for ease in identifying edits by other users, such as HR professionals. This text edit tracking is also used by Avue and the client organization to view the type and substance of the edits, and make decisions about whether the edits indicate a substantive change or addition should be made to the core database for all users.

Special features are provided to authorized users based on user role and agency authorized permissions. These users, generally HR professionals, may override system generated job classification information, including factor levels, grade, series, title, and/or pay plan. System generated documents note the changes, they are also noted in the position's history or status log file, and they require the addition of remarks explaining the need for the override. Users conducting the override are noted along with the date and time of the action.

Position-related content is provided turnkey in the Avue database and made available immediately upon contract award. Any additions, customizations, or new development required for a specific organization are engineered from a wide variety of data sources. These sources include: existing position descriptions, master position records, vacancy announcements, crediting plans, individual development plans, position management policies, appropriate internal guides, and any special related policies or guidance – including governing appeal decisions, court decisions, and/or union requirements that apply to human resource issues to customize the occupational content. In addition, content development, editing, customization, or refresh efforts may include onsite desk audits, focus groups of subject-matter experts, work observation, occupational studies within the client organization, and interagency occupational studies.

- Avue's subscription is provided on an "all-you-can-eat" basis, so additions to the database continue to be developed to ensure coverage of all occupational series and specializations within a series.
- Avue's staff of content engineers is comprised of classification, staffing and position management experts who use a multipurpose job analysis methodology, and their extensive knowledge of particular occupational families, to customize existing content to reflect all organization-unique features of any position.
- Avue's content database has job-specific content for 100 percent of the government-wide occupations — and the database supports an extensive variety of specialized occupations developed to meet the occupational diversity of our client agencies.

At implementation, Avue builds position descriptions to cover all the master positions of record in the organization, as defined by the organization's payroll system, and then links positions to employees via the organizational hierarchy and payroll system interface. From this information, Avue provides a real-time, online organizational chart accessible by managers, administrative staff, and HR professionals to look up employee and position information with control over access to the type and detail viewed according each user's role and permissions granted.

Avue provides an online method in which agency managers, HR staff, and subject matter experts can provide input on the applicability of Avue occupational content to ensure it meets all client needs. Avue consults with the organization to determine the degree of rules engine customization required to accommodate particular policy issues, and to tune the grading algorithms to comply with agency policy, prior appeal decisions, and unique pay and classification systems. Avue assists organization decision makers in understanding the near- and long-term impacts of policy changes, including the human resource program and financial impacts.

As a position management tool, the online desk audit function is used to validate the duties and responsibilities of a position from the perspective of both the employee and supervisor. The online desk audit solicits and documents information for verification of the duties and responsibilities of a position, as well as to support occupational analysis, agency classification policies, and equity in compensation.

The Avue online desk audit tool can also be utilized to conduct a position management study of occupations by assessing the duties and responsibilities of each position. Employees can also document any additional duties performed that were not included in their official position descriptions. This supports agency efforts to design career ladders, establish new promotion patterns, assess workload distribution, determine whether to consolidate or decentralize activities, verify grade accuracy, validate work assignments to strategic goals, determine optimal position ratios, and other important functions.

Avue's system facilitates the transition to new compensation systems, such as pay banding, from existing Title 5 structures. Multiple approaches to compensation (pay banding, market-based pay, pay for performance) can be accommodated within a single Department-wide contract, with variances in rules and processes down to the location, occupation, mission, or other variable.

- Avue currently supports pay banding — a system that integrates a broadband classification system with a market-based or pay-for-performance system. Pay-banding classification systems define several job categories that group together job series describing similar work and meriting similar pay levels in the external market place. Within each job category, there are multiple career levels identified that reflect increasing degrees of responsibility and complexity.
- Avue also supports market-based compensation systems used to maintain comparability within a specific market or industry or within a specialized Federal government focus, such as financial regulatory agencies.
- AOS in conjunction with the Performance Optimization Module, or POM, supports performance-based pay systems.

Through the agency configuration process, Avue configures the business rules that generate the correct series, job category, career level and pay band for each position built.

Personnel Action Processing (PAR) and Payroll System Interfaces

The AOS provides the ability to combine data in the agency's PAR and/or payroll system with position data resident in the Avue system for real-time reporting and visibility on the agency's workforce. The combination of Avue data and payroll data provides a blended view of the workforce, linking positions and people and people to organizations. This blended information allows for superior visibility in the present day and permits trend analysis by combining historical data with current workforce demographics. Avue provides the ability to display this data in dashboard form, via the Avue Command Center (Avue's dashboard functionality), and report it using the Avue online reporting tools for both standard and ad hoc reporting. Avue's online, real-time, organizational charts are refreshed with each data exchange cycle and the information contained in it is updated based on personnel moves that have occurred. The same data is used for reports and the Avue Command Center (dashboard).

Workflow System (ASAP)

PLEASE NOTE: *The Avue Workflow system within AOS is optional and the rest of AOS can be deployed without the system.*

As the ASAP system generates work activities, users are notified of pending required actions by the workflow access points found in the Avue Navigator^{TM}. My Inbox, On Deck, and Watch List functions, along with concurrent notifications sent to each user's regular email system. These notify users of the need to go into the system and review and make appropriate decisions so that the next step in the process can move forward. The workflow is customized for each client and often for each business unit within the client organization.

Diversity of business process is a reality in large organizations and Avue has ensured that the system conforms to the client business process rather than forcing the client to conform to the software. In this way, the client enjoys the efficiencies of automated workflow without the difficulties of extensive, and often exhaustive, change management.

Avue's ASAP (Avue Service And Processing) is the component of Avue that provides the powerful, flexible and robust workflow and case tracking capabilities inherent in the Platform. ASAP is the only human resources system to include business activity monitoring and reporting as a standard system and service feature. ASAP also provides a means for the agency to see total workload, move transactions from overtasked specialists to under tasked specialists, and optimize processing to meet immediate demands. ASAP supports both collaboration workflows, such as for Vacancy Announcement request, creation and approval, and performance management and optimization, and transaction workflows, including feeding data to agency PAR processing systems. ASAP Workflows can be configured for any HR Business Process in the organization.

- Avue's workflow adapts to the agency, rather than the other way around. To best meet each client's needs, Avue maps each agency business process to produce an optimal process flow supporting the Subscriber's policies and practices.
- Avue's Virtualization capability provides each component of the organization the independence to use their own Business Processes, allowing the component to decide to use the global business processes or their own local processes. A key feature of site virtualization is that NBC can still extract system-wide reports that show all customers and their metrics without requiring that all customers adhere to the same business process.
- Process participants are linked to the workflow and designated roles, with security, permissions, and "actions" that are tailored to their various agency roles, and their roles in relevant events in the business process. Edits, additions, deletions, and participant changes are administered by the agency using the Avue System Administration function or, if desired, by Avue consultants, and are included in the client's subscription fee.
- Mailboxes are used to allow multiple users to be assigned the responsibilities for steps in the process. Users with mailbox rights can grab the requests and process them, or can assign them for others to complete.
- Avue HR Functionality is linked right into the ASAP Workflow. Users performing a step using functionality within an Avue module, such as a Selecting Official reviewing a Vacancy Announcement prior to posting, jumps right into the appropriate location in the Avue module directly from ASAP or vice versa.
- Participants can make "in flight" adjustments to specific business transactions so that the process flow is not restricted to the predefined workflow.
    - Need to add an approval because of a special circumstance in a particular transaction? With ASAP a user can insert a new step into the process as necessary.
    - Need to redo a step? With ASAP a previous step can be repeated to collect additional information.
    - Need to get some information from someone else before you can complete your part? Rather than leaving the request in your own InBox, ASAP allows you to insert a step into the process and assign it to that person. Metrics are traced to the actual person that is to perform the next step.
    - Are there optional steps in the process that can be skipped for some actions? With ASAP, users can designate steps to skip manually, or based on the circumstances of the action, ASAP will skip steps automatically.

  This key feature ensures there is true collaboration in the process, with effective and time saving interactions between all participants that are captured online.
- Metrics are tracked for each process, event, and individual user to provide enterprise, business activity, process, and user metrics and reporting. Process monitoring allows the client to monitor workload distribution and track performance metrics on any covered business process. Workflow processing includes the capability to assign, delegate, and transfer work from one participant to another, either permanently or temporarily. In particular, for staffing, ASAP tracks the data necessary to prove the agency compliance with OPM's 45-Day report and the new 80-day hiring end-to-end process roadmap.

- Workflows are changed in ASAP by adjusting configuration settings. The system is designed this way to avoid a need to have developers create solutions customized at the software code level for each client. Benefits of this approach include lower costs across the whole customer base because all Avue users leverage the same software, reduced maintenance cycle times because any software changes roll out across the entire user base, and functional user configuration using business rules that do not need to be translated to developers for implementation.

As the workflow system generates work activities, users are notified of pending actions by the workflow access points found in the Avue Navigator™. The Inbox, On Deck, and Watch List functions, along with concurrent notifications sent to each user's regular email system, notify users of the need to review and make appropriate decisions so that actions progress. The workflow is customized for each client and often for each business unit within the client organization. As the business process is performed, full tracking of the actions is performed, enabling the creation of a complete audit trail of all changes made during the process and to the elements of the process — e.g. the PD developed or the vacancy posting used over the course of the business process.

Diversity of business process is a reality in large organizations and Avue has ensured that the system conforms to the client business process rather than forcing the client to conform to the software. The flexibility starts with the Business Processes designed and implemented during deployment at each level of the organization, and continues with on-the-fly routing updates as a requests moves through the workflow. In this way, the client enjoys the efficiencies of automated workflow without the difficulties of extensive, and often exhaustive, change management.

Other AOS Capabilities

AOS includes employee skill survey capabilities that allow the client organization to maintain a complete inventory of the skills in its employee base for mission deployments, employee development, succession planning, workforce forecasting, recruitment skills banks, and training needs assessment. The AOS database includes all occupations, work activities, certifications, training, education, work history, languages, security clearances, and other competency categories. The skills survey is included in the AOS database and application functionality and is updated along with all content database additions, modifications, customizations, and labor market adjustments.

AOS also includes employee self-service access to HR tools such as position description lookup, and personal profiles such as career and applicant profiles.

Additional AOS Highlights

- All subject matter content, processing, policies, procedures, reporting, tracking, and real-time performance support required to effectively carry out an agency's position management and classification programs.
- Occupational database includes all General Schedule, Federal Wage System, and other recognized classification categories (such as research, supervisory, and work leaders).
- AOS database contains all occupational series, job activities/duties, classification factor statements, classification values (such as grades or points), related competencies, skills survey instrument data, related data used by other Avue modules, skills and abilities, applicant questionnaires, interview questions, behaviorally-based interview benchmarks, performance elements and standards, and training and development activities.

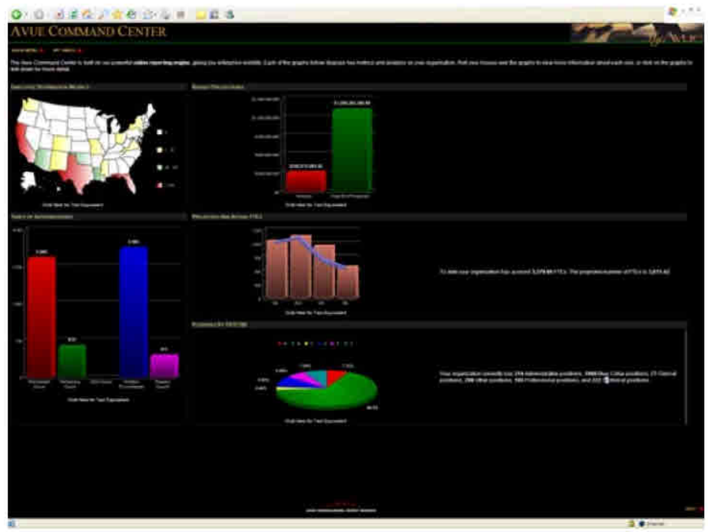
- Support across the full spectrum of classification and position management program activities.
- Audit trail documents associated with each position that include evaluation statements and document history logs including user activities, position edits, and any applicable classification overrides.
- Complete employee skills inventory including:
    - Occupational history.
    - Specific job activities.
    - Special projects and collateral duties.
    - Education, including verification of accreditation of higher education institutions.
    - Certifications, licenses, and specialized training including dates, type, and recertification.
    - Security clearances
    - Passport clearances
    - Military service, including military occupational specialty
    - Non-compensated work experience
    - Languages, including oral, written, and listening proficiency
    - Overseas experience by country and sector
- Creates all positions in all types of pay plans, including pay banding, market-based pay, mixed-series, mixed-grade, career ladder, supervisory, lead, senior level, interdisciplinary, research, and trainee positions.
- Provides ability to automatically create a career ladder from a single-grade position.
- Extensive library development and maintenance functions to provide approved positions for immediate use by managers.
- Includes a position description (with factor statements of Factor Evaluation System or any other classification standard), evaluation statement, and performance plan. All position documents can be edited and edits are tracked and visible online.
- Customized rules engines for titling practices and series assignment.
- The ability to share positions with associated users.
- Online desk audit.
- Online employee skill surveys.
- Bi-directional interface with personnel action processing (PAR) and payroll systems.
- Configurable position documents that allow organizations flexibility in determining the manner, style, and content of position information in forms other than traditional position descriptions.
- Full documentation in the system-generated evaluation statement that includes appropriate factors, levels assigned to factors, system-generated classifications, any overrides by type, required override remarks, and referenced published classification standards.
- A complete position description cover sheet, including the OF-8 as well as any agency-specific customization.
- Reporting capability that allows users to build standard and ad hoc reports from an array of report fields including:
    - Organizational location (including subdivisions).
    - FLSA status.
    - Competitive level codes.
    - Bargaining unit status.
    - Geographic location.
    - Position classification elements — e.g., title, series, grade, pay plan.
    - Supervisors and managers.
    - Date established.

- Career ladder

Performance plans with elements tied to major duty areas, and standards automatically generated for plans distinguishing up to five levels of performance.

AVUE COMMAND CENTER (ACC) / *Reporting on an Enterprise Scale*

The Avue Command Center Online Reporting and Decision Support Module (ACC) represents the ultimate in enterprise-wide visibility on business operations for management decision support. The objective of ACC is to provide truly actionable information, rather than raw data, to line and senior managers at all levels of the organization. ACC provides visibility at the granular level all the way up to the big picture.



Key executives (e.g., CFO, CAO, CIO, CHCO) can set ACC to push information to managers that is critical for the accomplishment of organizational strategic plans and goals. Information is displayed in graphical form with the ability to drill down into subordinate data layers and tables. All data generated and reported can be exported into common desktop applications such as Microsoft Excel™ for further analysis.

ACC operates from a database of Avue data merged with elements compiled via Avue system interfaces. In addition, using Avue's Service Oriented Architecture (SOA), data can be accessed, compiled, processed, and transferred to further the accomplishment of a business process that crosses administrative or mission functions and different IT systems supporting those functions. In this way, comprehensive information is always available in real-time and reported via the Avue online reporting and graphics tools. ACC, by virtue of this merged database, is a breakthrough in management reporting tools.

Avue's component-based Service Oriented Architecture (SOA) facilitates integrations with external systems. At the core of Avue's SOA implementation is the Oracle BPEL Process Manager. This technology orchestrates the communications between the Avue solution and external systems. The J2EE and Oracle Middleware infrastructure underlying the Avue solution provides a number of open-standard integration technologies to support a variety of interfaces to external systems. The technologies and standards available in the Avue solution include:

- XML related technologies and standards: XML, XSLT, SOAP, UDDI, XML Schema, DTD, WSDL, BPEL, Namespaces, SAML, Web Services (WS) Security
- Database technologies: NET8, OPEN ANSI SQL/92
- Java technologies: Java Connector Architecture (JCA), JDBC, RMI
- Data transfer technologies: SMTP, SFTP, HTTP, HTTPS

ACC gives enterprise visibility in the following ways:

- Provides an executive dashboard with real-time data and metrics monitoring. Set to display information senior management wants pushed to its managers as well as data the manager elects to display on his/her personal dashboard, ACC ensures critical information about the workforce and mission is constantly accessible to managers making operational decisions in real-time. Program managers, such as HR Directors, also have an ACC that provides real-time metrics that track key program statistics including workload, workload distribution, over-standard tasks, and performance by staff.

- Builds on the features of the Avue Operating System. With ACC, payroll data and position information are joined together, permitting the user to construct ad-hoc reports on all data within the Avue system. Data imported from other systems, such as the finance and accounting systems, can be merged across administrative silos into one comprehensive database from which a large variety of reports are created.
- Includes graphing and data display tools that are ideal for making data come to life in ways that provide information, insight and the ability to take action.
- Produces data that can be easily "dumped out" into .csv files and saved should the user need to employ more rigorous analysis and modeling tools.

APPENDIX – GLOSSARY OF TERMS

ATS	Applicant Tracking System
BPA	Bonneville Power Administration
BQ	Best Qualified – Rating category
BU	Business Unit
CERT	Certificate of Eligibles – list of candidates referred to selecting official, from which they can make a selection
Crediting Plan (CP)	Documentation of duties, KSAs, assessment criteria and rating scales for a position.
CRM	Candidate Relationship Management
CTAP	Career Transition Assistance Program - provides services to help surplus and displaced Federal employees via special selection priority
DE	Delegated Examining
DOE	Department of Energy
EEO	Equal Employment Opportunity
EJ	a special hiring authority - similar to SES (Specific to DOE)
EVP	Employment Value Proposition
Excepted Service	the excepted service consists of those civil service positions which are not in the competitive service or the Senior Executive Service From 5 U.S.C. § 2103
FY	Fiscal Year – BPA's Fiscal Year runs from 10/1 to 9/30
HCM	Human Capital Management organization at BPA within IBS
HRA	Human Resources Assistant or supporting specialist within NHQ
HRMIS	Installed PeopleSoft instance at BPA, PeopleSoft HCM Federal 9.0 (live modules include: Federal Payroll , T&L, Base Benefits, Federal HR, Training, Profile Management, Talent Acquisition Management,
IBS	Internal Business Services organization at BPA
ICTAP	Interagency Career Transition Assistance Program -The Interagency Career Transition Assistance Plan (ICTAP) is a process by which employees who have been involuntarily separated may receive selection priority for jobs in agencies other than the one in which they were previously employed. (5 CFR Part 330)
Job Board	Posting location for announcements, could include commercial sites such as CareerBuilder
KAT	Key Agency Target
KPIs	Key Performance Indicators
KSA	Knowledge, skill or ability requirement for a position
MP	Merit Principles
NHQ	Organization code for the Talent Acquisition team
OLC2	Online Learning Center for DOE
OPM	Office of Personnel Management – Federal government office
Opp	Opportunity
PD Cover Sheet	Position Description Cover Sheet - Contains specific information regarding the position requirements and signatures
Position Description (PD)	Formal document outlining duties and requirements for a position
Q	Qualified – rating category

RPL	Reemployment Priority List - The RPL is a job placement program administered under rules prescribed by the U.S. Office of Personnel Management (OPM). All Federal agencies must maintain an RPL to provide priority reemployment consideration for certain separated employees
RSA	Recruiting & Staffing Advisor on the NHQ team serving as the primary point of contact for the SO/hiring manager
SCEP	Student Career Experience Program - allows a student to gain experience working for the government in a job related to their field of study
SEM	Search Engine Marketing – internet marketing to promote websites by increasing visibility in search engine results pages (includes pay per click)
SEO	Search Engine Optimization – process of improving visibility via unpaid or "organic" search results.
SMRB	Senior Management Review Board at DOE
SO	Selecting Official – synonymous with hiring manager
SOR	Source of Record
STEP	Student Temporary Employment Program - allows a student to gain experience working for the government in a job related to their field of study
SVCX / SVX	Service Connection - To provide a single point of contact for access to IBS services and to manage the workflow of specific IBS services. Service Connection is a developed instance of MetaStorm BPM. It consists of a Sharepoint portal, web parts, and a web based application.
TAC	Talent Acquisition Contract to set mutual expectations of timing and responsibilities between NHQ and the SO
Talent Acquisition System	Formerly known as Applicant Tracking System – manages job postings, online applications, basic screening and assessment and reporting.
TTF	Time to Fill - Number of days from when recruitment request was initiated and candidate accepted offer
TTH	Time To Hire - reflects the elapsed time between the time recruitment request was initiated and the actual day when the newly hired candidate begins work in the position
TTO	Time to Offer - Represents the number of days from when the recruitment request was initiated until the offer was delivered to the candidate
VA	Vacancy Announcement - Job posting announcement for an open and advertised position.
VETS	Veterans
WPS	Work Place Services
WQ	Well Qualified – rating category

The scoring matrix below provides a high-level understanding of how your product may meet BPA's needs. It is still required that the vendor provide additional detailed information in the space provided (Vendor Response column) about how they would meet or address BPA's requirements as it relates to their product. All scoring and comments shall be made within this document. Please use the scoring matrix below anywhere in the document that a Vendor Self Score is requested.

Please Note: The purpose of the scoring criteria below is to improve the comparability of vendor responses. The self scoring will be taken into consideration when evaluating vendors, but will not be the sole method used. BPA will utilize its own method for ranking viable vendors.

Score	Criteria for Assignment of Score
5	This requirement is met by the base product. No modification, customization or augmentation is required. Please describe how your product meets the desired functionality by the base product and if any configuration of the product is necessary please explain what is entailed in the Vendor Response column.
4	This requirement is not met by the base product, but will be met by a planned software release. Please provide how the planned software release will meet the desired functionality along with the version number and planned release date in the Vendor Response column.
3	The base product partially complies with the requirement. The remaining requirements will be met by a planned customization, modification or augmentation of the software. In the Vendor Response column, describe what requirements are met, the requirements to be customized and the method for customizing the product to meet the full requirement.
2	The base product partially complies with the requirement. No option is offered to meet the remaining requirements. In the Vendor Response column, describe the requirements that are met by the base product and also identify those that are not.
1	None of the requirement can be met by the base product, but can be met through a modification, customization or augmentation of the base product. Describe the method for customizing the product to meet the requirement as part of the Supplemental Vendor Response.
0	The product solution offered to BPA does not meet the requirement and no known customization can be provided.

Functional Requirements

Ref #	Category	Name	Description	General Notes	OPM Phase	Vendor Self Score	Vendor Response (required)

Non-Responsive

[redacted]

Functional Requirements

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Non-Responsive

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Technical Requirements					
Ref #	Name	Description	General Notes	Vendor Self Score	Vendor Response (required)

Non-Responsive

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Technical Requirements					
Ref #	Name	Description	General Notes	Vendor Self Score	Vendor Response (required)

Non-Responsive

[redacted]

Technical Requirements					
Ref #	Name	Description	General Notes	Vendor Self Score	Vendor Response (required)

Non-Responsive

[redacted]

General Security Requirements

Ref #	Name	Description	Vendor Self	Vendor Response (required)

Non-Responsive

[redacted]

General Security Requirements				
Ref #	Name	Description	Vendor Self	Vendor Response (required)

Non-Responsive

[redacted]

General Security Requirements

Ref #	Name	Description	Vendor Self Score	Vendor Response (required)

Non-Responsive

[redacted]

General Security Requirements

Ref #	Name	Description	Vendor Self	Vendor Response (required)

Non-Responsive

[redacted]

General Security Requirements

Ref #	Name	Description	Vendor Self	Vendor Response (required)

Non-Responsive

[redacted]

Security Questions		
Ref #	Requested Information	Vendor Response (required)

Non-Responsive

[redacted]

Security Questions		
Ref #	Requested Information	Vendor Response (required)

Non-Responsive

[redacted]

Data Management & Models Questions		
Ref #	Requested Information	Vendor Response (required)

Non-Responsive

[redacted]

Data Management & Models Questions

Ref #	Requested Information	Vendor Response (required)

Non-Responsive

[redacted]

Service Support Approach and Plan Questions		
Ref #	Requested Information	Vendor Response (required)

Non-Responsive

[redacted]

Service Support Approach and Plan Questions		
Ref #	Requested Information	Vendor Response (required)

Non-Responsive

[redacted]

Timeline					
Phases/Tasks	Duration	Start Date	End Date	Resource Requirements (BPA's and Vendor's)	Vendor Assumptions

Non-Responsive

[redacted]

Timeline

Phases/Tasks	Duration	Start Date	End Date	Resource Requirements (BPA's and Vendor's)	Vendor Assumptions

Non-Responsive

[redacted]

Implementation Approach Questions		
Ref #	Requested Information	Vendor Response (required)

Non-Responsive

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Implementation Approach Questions		
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Implementation Approach Questions

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Implementation Approach Questions

Ref #	Requested Information	Vendor Response (required)

Non-Responsive

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Operations and Maintenance Questions		
Ref #	Requested Information	Vendor Response (required)

Non-Responsive

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Operations and Maintenance Questions		
Ref #	Requested Information	Vendor Response (required)

Non-Responsive

[redacted]

Training Questions

Ref #	Requested Information	Vendor Response (required)

Non-Responsive

[redacted]

Customer Service Questions			
Ref #	Requested Information	Vendor Response (required)	Any incremental change in price?

Non-Responsive

[redacted]

Customer Service Questions			
Ref #	Requested Information	Vendor Response (required)	Any incremental change in price?

Non-Responsive

[redacted]

Department of Energy
Bonneville Power Administration

Business Proposal

Request for Offer for
Talent Acquisition System
RFO 22012

Submittal Due Date: March 9, 2012
Submitted to:
Winston Young
Contract Specialist, Bonneville Power Administration
wbyoung@bpa.gov

Carahsoft Contact:
Craig Abod, President
Carahsoft Technology Corporation
703.871.8501
cpa@carahsoft.com

Table of Contents

INTRODUCTION

Carahsoft Technology Corporation is pleased to present this response to the Bonneville Power Administration (BPA) in response to Request for Offer (RFO) 22012 for a Talent Acquisition System. In this offer, Carahsoft presents Avue Digital Services®, the premier native federal Enterprise Operations Management Platform. Avue's line of business certified[1] platform is available on Schedule 70, the apps.gov "cloud storefront" through Carahsoft Technology Corporation Contract No. GS-35F-0101R, and through Carahsoft Schedule 738X SIN 595-21.

About Carahsoft

Carahsoft Technology Corp. (Carahsoft) is a government IT solutions provider delivering best-of-breed hardware, software, and support solutions to federal, state and local government agencies. Formed by a group of seasoned professionals with decades of experience in government sales, government marketing and Federal GSA Contract program management, Carahsoft has built its reputation as a customer-centric organization. The Carahsoft team has a proven history of helping government agencies find the best possible technology solution at the best possible value. Each customer works directly with a dedicated account representative to determine a solution tailored specifically to meet his or her needs. Carahsoft combines extensive knowledge of the technologies it provides with a thorough understanding of the government procurement process to analyze needs, provide configuration support, simplify the ordering process, and offer special government pricing.

About Avue

Avue Technologies Corporation (Avue) is the service/solution provider for this effort and is headquartered in Tacoma, Wash., with client service offices in Washington, D.C., and Bremerton, Wash. Since 1983, Avue has been the leader in developing comprehensive, leading-edge technology and support service workforce optimization, operations management, and general management solutions designed to address all aspects of human capital management within the Federal Government sector. Avue serves agencies that vary widely in culture, mission, and size, as well as in HR and Claims strategies. Avue's corporate core competencies demonstrate an extensive array of experience with clients that are varied as to the personnel regulatory and operating environment and workforce management needs. Avue is a company comprised of federal experts with hundreds of years of federal experience in a wide variety of both civilian and Department of Defense agencies. Avue's platform is based upon a fully hosted, integrated service delivery system that pairs innovative, secure, proven and tested technologies that specifically address the needs and requirements of the Federal sector with a full range of professional services that enables agencies to address their specific HR, claims and human capital management challenges and operational requirements.

[1] Avue Digital Services is certified by OPM, OMB, and GSA as Private Sector HR Line of Business (HRLoB) Shared Service Center (SSC).

The Art and Technology Behind Avue Talent Acquisition

Talent acquisition is an art. It requires broad understanding of current and emerging technology — and of evolving cultural communication — yet requires the technique, knowledge and skill to interpret your organization's needs against an ever-changing business climate.

Against this backdrop, companies and institutions need an agile, adept partner who can produce results in talent planning, recruiting and sourcing, candidate assessment, selection management and enterprise operations planning.

Avue's comprehensive, leading-edge technology, workforce optimization and management solutions are designed to address every area of human capital management (HCM) within the federal government sector. And we've mastered the art of communicating with our clients through regular channels as well as social media platforms and chat. Our clients, applicants and end users get the feedback and the communication they expect throughout the process.

As a company comprised of Federal HR experts with hundreds of years of experience in civilian and Department of Defense agencies, Avue's core competencies demonstrate an extensive array of proven results for clients that are as varied as their respective personnel, regulatory and operating environment, and workforce management needs.

And while the emergence of social platforms has provided a wider platform for publicizing an open position, there's more to digital and social talent acquisition than scattering postings to hundreds of millions of people domestically and globally.

It's no longer just who you know. It's what you know and when you know it. It's about knowing which platforms and channels are the right fit for your organization, and having a partner who knows how to diversify or shift your strategy to deliver results.

Avue is certified by OMB, OPM and GSA as a Human Resource Line of Business, Private Sector Shared Service Center and is a federal off-the-shelf application.

All functionality, database content, rules engines, reporting, and hosted services were created specifically by Avue to serve federal agency HR and HCM activities and functions in an increasingly digital and social world.

Welcome to the Avue Solution. Smart technology for better management™.

Exhibit A: Vendor and Product Information

Ref.	Requested Information	Vendor Response
1	Corporate Name.	Carahsoft Technology Corporation
2	Corporate Headquarters Address.	12369 Sunrise Valley Drive, Ste. D2 Reston, VA 20191
3	Primary contact (name, address, email address, phone number).	Patrick Gallagher, sales@carahsoft.com (703) 871-8583
4	Number of employees.	237
5	Capitalization of company — public or privately held. If publicly held, please provide stock symbol. If privately held, please provide major investors.	Privately held. Major investor: Craig P. Abod
6	List affiliates of the company, including parent company and subsidiaries.	None
7	For the last 3 years, provide company's audited financial statements for publicly held corporations. BPA will consider alternative financial data from companies that are privately held entities, including annual revenues, employee headcount, profitability, credit information, and banking references.	N/A
8	For the last 5 years, list corporate actions affecting the capitalization of the company. Corporate actions include sale/acquisition (assets or equity), issuance of equity, bankruptcy filing, company name change and other changes affecting the capitalization of the company.	None

9	For the last 5 years, list all litigation related to the company or its predecessors as a plaintiff or defendant. Please indicate status of litigation (filed, settled or judgment).	None
10	Provide the names of software products and modules referenced in your response.	**Avue Digital Services (ADS):** The premier native federal enterprise HR platform, a system certified by OPM, OMB and GSA as Private Sector HR Line of Business (HRLoB) Shared Service Center (SSC). **Avue Operating System (AOS):** Includes job classification, position management, personnel action processing (PAR) (including SF-52), other system interfaces (including to payroll system), workflow, skills survey and employee and manager self-service. **Avue's Recruitment, Retention and Staffing Module (RRS):** Addresses the entire end-to-end processes involved in recruitment and staffing, including customized applicant questionnaires and vacancy announcements, one-step posting to multiple platforms, including Avue Central, USAJobs 3.0, more than 1,600 recruitment sites, plus social networking sites such as Facebook and LinkedIn, application intake and assessment, on-boarding, off-boarding, and much more. **Avue's Recruitment, Retention and Staffing Assessment Module (RRS-A):** Works in conjunction with the RRS module, serving as the hub for all supplemental candidate assessment such as background checks, physical checks, etc., including candidate self-scheduling, and enabling agencies to track applicants through all phases of the candidate supplemental assessment process. **Avue Service And Processing (ASAP):** A component — completely adaptive to the agency's process workflow — that provides powerful, flexible and robust workflow and case tracking, and collaboration workflows such as for vacancy announcement request, creation and

		approval, online job offers and hiring process management. **Avue Command Center (ACC):** The comprehensive online reporting and decision support module. Avue takes data from its own system plus any other client system and puts actionable information, not just data, at your fingertips, giving top-line executives and managers at all levels of the organization the confidence and strategic guidance exactly at the moment it's needed. *Additional information on these products and modules follows the pricing section of this Business Proposal.*
11	Provide the version number and release date of software product and modules referenced in your response.	Because Avue uses the "continuous innovation" Software as a Service (SaaS or "cloud") technology platform model, releases include various types of functionality enhancements and occupational content enhancements that are not considered major releases. Avue has approximately 52 releases each year — at a minimum one every week. The basic premise in a SaaS model is that a provider does not have traditional licensed software releases, version numbers, code updates, etc., but rather provides the client with an environment in which the client is always using the latest instance of data and application functionality. Application changes are referred to in a SaaS model as "Continuous Innovation" and may involve changes for one subscriber, all subscribers, or any combination of subscribers. Avue performs all change management and control for application changes as part of the subscription service. While in the "continuous innovation" SaaS model the client does not go through the traditional "acceptance testing" cycle, the client is kept apace of all changes to the system through weekly advisories. This is due to the complex nature of the environment and the multiple client requirements that need to be considered, many times in a confidential manner.

12	Provide # of years the software product and modules has been in use by clients in production.	Avue software products have been in production use by Federal Government clients since 1988 and the Avue Digital Services® fully hosted SaaS ("cloud") offering has been in production use by federal government clients since 2001.
13	Provide links to relevant example projects (preferably in the federal sector) if possible and describe the levels of customization that were required for the referenced projects.	ALL of Avue's current clients are federal government agencies and ALL have the three core modules (Avue Operating System, Recruitment, Retention, and Staffing Module, and Avue Command Center) that form the core of the proposed solution to BPA. Because Avue is "native federal" and the platform is a "multi-tenant" and "site virtualized" state of the art solution that has been built and maintained from the ground up to be rules and data-driven and completely configurable without having to use custom software code, there is extremely little actual "customization" (vs. "configuration") needed to meet each customer's unique needs. When coupled with Avue's fully developed database of federal occupational content that covers 100 percent of the work performed by both white collar and blue collar workers, this means that customers are up and running within an hour of contract award and are fully deployed in a matter of 30-60 days. The dramatic nature of this difference vs. other providers can also be seen, for example, in Avue's ASAP workflow, in which each client (and each separate component within a client) can have its own workflow that meets the business process of the customer rather than the other way around. The Avue platform's ability to meet unique customer needs can be found in literally every customer. To take just one example, the United States Capitol Police use a number of Avue modules including the Avue Operating System (AOS), Recruitment, Retention and Staffing (RRS), RRS-Assessment (RRS-A), Performance Optimization Module (POM),

		Enterprise Learning Management (ELM) and the Avue Command Center (ACC) to meet completely unique requirements of USCP's Sworn and Civilian forces. **Relevancy to Contract:** Avue delivers a full lifecycle HR service to the USCP, including the technology and tracking supporting the recruitment through onboarding of entry level police officers. This high volume, multi-hurdle recruitment / application / assessment / selection process is complex and constantly changing, and the USCP manages that complexity and tracks all applicants from beginning to end using Avue. **Timeliness/Quality/Client Satisfaction:** Avue activated its solution for USCP upon contract award on 9/01/2005 and has been delivering HR services to USCP ever since. A testament to USCP's appreciation of the quality and value of Avue is that since starting as an Avue customer, not only has USCP annually renewed its subscription, but as expanded from deployment of 2 modules (job classification and position management and recruitment/staffing) to 7 modules (added supplemental candidate assessment, performance management, learning management, Avue Command Center, injury compensation), and in 2009 USCP awarded a 10 year contract for the entire 15-module Avue offering (each module is invoiced upon activation). Receiving a high quality Talent Acquisition System depends on choosing wisely, and choosing wisely means looking beyond price to other highly important intangibles for meeting the hiring goals and security requirements of your new talent acquisition system. That means saying "no" to the types of problems that forced wholesale shutdowns of job search web sites at Health and Human Services (HHS) and the Department of

		Homeland Security (DHS) in 2005 because of major software issues with Monster's QuickHire product, which, in addition to system crashes has also had issues with data loss and well-publicized, significant security breaches in 2007 and 2009. That means saying "no" to the types of problems that DHS faced again just a few years ago when it had to discontinue use of Taleo's TalentLink. DHS even went on the record, saying it wasn't a product "designed for the federal hiring process." DHS spent more than four years attempting to deploy TalentLink, which had multiple security flaws that subsequently required DHS to decommission TalentLink. You need a system that comes with none of these issues, which are embarrassing and do become public, and a system that brings the confidence and comfort of being in use by your agency and its managers within hours after contract award. That's Avue. Avue avoids the pitfalls that have plagued agencies that have chosen other commercial hiring platforms to fill federal vacancies. Avue has never suffered a security breach or data loss and boasts a 99.8% uptime of its system since 2001.

Non-Responsive

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15	If implementation not managed by Vendor's own professional services organization, provide list of implementation partners. (include contracting relationships and country of operations). Note: BPA expects that selected vendor will provide implementation services, if otherwise, BPA will require additional disclosure on who will be implementing.	**Avue itself is responsible for and provides implementation on an unlimited basis at no additional charge throughout the life of the subscription:** • All implementation services, processes and procedures, and providing software version testing. • Maintaining software version/release control for the development, test and production ADS environments. • Providing application and system level software release upgrades.
16	List the documentation and electronic system support tools provided to clients as part of the licensed product. Please indicate any additional costs related to the documentation and electronic	Avue provides extensive documentation and electronic system support tools for ease-of-use and comprehensive communication for every Avue product. The centerpiece of this support is the Avue Wiki, an informational resource platform that provides clients and users answers

	support tools.	at the click of a link. Avue's ShopTalk is a feature designed to serve as a forum for employees of agencies and create a community of like users within the system. Applicants can take part in Avue's Talent Community, a forum design to provide them with an opportunity to talk about the federal hiring process with other applicants. In addition, Avue has online tutorials and instruction via video tutorials and user access to downloadable tutorials and guides, professional services such as concierge services and access to a user-friendly help desk via chat, and additional online help via frequently asked questions (FAQs), and quick reference guides. All options are handily and readily available to the client and users at all points of access within the Avue platform. Because the Avue platform is constantly enhanced and evolving, additional documentation and system support is also constantly created and updated. And, like everything Avue, there is no "one size fits all" to documentation and support – if the particular client or situation calls for something new or revised to maximize success, we eagerly provide it. All documentation and electronic support tools are included in the Avue subscription and are provided to the client at no additional charge.
17	Describe methods for reporting transactions (vendor provided standard reports, reporting services and/or reporting tables, DB access/ad hoc queries).	Avue provides the full range of transaction reporting methods to its clients, including standard reports, online ad-hoc reporting capability that provides the user with a variety of filters. All standard and ad-hoc reports can be automatically exported to Excel on the user's system with a single mouse click. In addition, Avue is happy to provide (quickly and at no additional charge) ad-hoc reports using the Avue Command Center functionality (in cases where users do not have the time or inclination to do the report themselves) or if, for some reason

		direct custom query access to the Avue database is required. Every action performed in Avue is tracked and a status log is maintained to show the actions taken by users by their user ID, date-stamped to the exact date and time the action was taken, as well as the action taken by that user. This status log, along with other tracking and documentation provided in Avue, allows for complete reconstruction of HR transactions for audit, such as DEU audits and for the agency's protection in case of employment litigation claims. Avue creates a complete case file as well. The case files are used for any reconstruction of transactions as well as audits such as DEU audits. All HR transactions conducted through the Avue platform are guarded with a series of regulatory frameworks that drive algorithms and rules engines within the system. The Avue Operating System (AOS) features reporting capability that allows users to build standard and ad hoc reports from an array of report fields including: • Organizational location (including subdivisions). • FLSA status. • Competitive level codes. • Bargaining unit status. • Geographic location. • Position classification elements — e.g., title, series, grade, pay plan. • Supervisors and managers. • Date established. • Career ladder. The AOS provides the ability to combine data from the agency's PAR, HRIS, financial system, and/or payroll system with data resident in the Avue system for real-time reporting and visibility on the agency's workforce and operations. For example, the combination of Avue data and

		payroll data provides a blended view of the workforce, linking positions and people and people to organizations. This blended information allows for superior visibility in the present day and permits trend analysis by combining historical data with current workforce demographics. Avue provides the ability to display this data in dashboard form, via the Avue Command Center (Avue's robust management dashboard functionality), and report it using the Avue online reporting tools for both standard and ad hoc reporting. Avue's RRS module produces all required reports, archives all staffing cases and provides for ad hoc reporting using Avue's online reporting tool. OPM required Delegated Examining Unit (DEU) reports and EEOC MD-715 reports are generated automatically in the required format for submission. RRS embeds a DEU Risk Mitigation Tool that warns HR specialists when their actions could be considered regulatory violations. The tool also produces a DEU audit case file compliant with current OPM DEU audit requirements. Avue's ASAP is the only human resources system to include business activity monitoring and reporting as a standard system and service feature.
18	Describe your systems' online help and documentation.	Avue provides extensive documentation and electronic system support tools for ease-of-use and comprehensive communication for every Avue product. The centerpiece of this support is the Avue Wiki, an informational resource platform that provides clients and users answers at the click of a link. Avue's ShopTalk is a feature designed to serve as a forum for employees of agencies and create a community of like users within the system. Applicants can take part in Avue's Talent Community, a forum design to provide them with an opportunity to talk about the federal hiring process with other applicants.

		In addition, Avue has online tutorials and instruction via video tutorials and user access to downloadable tutorials and guides, professional services such as concierge services and access to a user-friendly help desk via chat, and additional online help via frequently asked questions (FAQs), and quick reference guides. All options are handily and readily available to the client and users at all points of access within the Avue platform. All documentation and electronic support tools are included in the Avue "all-you-can-eat" subscription and are provided to the client at no additional charge. Additionally, Avue provides extensive customer support services, based around the following tiers: 1. Tier 0 is self-service support within the application. The major component of this is the "Forgot My Password" capability to securely recover forgotten passwords without having to call the Help Desk. 2. Tier 1 is the Help Desk, where in addition to forgotten passwords, the agents handle applicant support requests and a variety of basic Agency user questions. The Help Desk is available via web submissions 24x7 and by phone from 8AM to 8PM Eastern Time on weekdays, with voice mail for after hour and weekend calls. Web submissions and the voice mailbox are currently monitored periodically over the weekend. Avue adjusts its support hours as necessary to support its client base. As yet we have not been asked to expand our support beyond the 8 to 8 Eastern Time, but expect that will be required at some point in the future. Regardless of the support hours, the Help Desk services are part of the all-you-can-eat services provided by Avue. Tier 1 calls are

		recorded for review and quality assurance purposes, and cases are opened and managed within the Help Desk case management system within the Avue solution. 3. Tier 2 is support for more complex applicant and Agency user questions that do not deal with complex Federal HR issues or complex technical/system issues. Tier 2 issues are escalated to Help Desk Team Leads and as appropriate to Avue HR Professional Services team through the Help Desk case management system within the Avue solution. 4. Tier 3 is support for issues requiring significant skill and experience in either Federal HR or in Avue's technology infrastructure. Tier 3 issues can be escalated through the Help Desk, are reported directly by the client Point of Contact to their Engagement Partner, or by Avue's internal HR Professional Services team. Tier 3 support events may also be triggered by Avue's Technical Monitors reporting an error or abnormal condition within the technology infrastructure. The integrated Avue Help Desk capability provides: • IChat capabilities. • A single toll free telephone number to a central help desk service center and an alternate number for those who cannot access the toll free number. In addition to a standard toll free number, the Help Desk provides a teletypewriter (TTY) number. • Call Management to manage service requests being researched for end users at the Help Desk. • Web-enabled access to a single Help Desk URL. • Electronic service request creation and status functionality. • Input from employees via phone, email, or

		facsimile. • Integrated Tier I and Tier II support. • Recorded phone messages to provide quality control and quality improvement. • Recorded voice mail for requests received during times that the help desk is not staffed with people. • Records and tracks requests from the time they are received until the time they are resolved and maintains a history for audit purposes. • Provides information about each contact with the employee or resolution step and what action was taken at that time. • Allows handoff for resolution activities to other teams and groups in the event that another group should have cognizance over the request. Avue Help Desk tightly integrates with Avue's data warehouse to generate and store metrics data by time period including the number of cases handled, the type of case handled, time to resolve the different types of cases, and the number of current cases. Customers may report problems to the Avue Help Desk, to their associated Engagement Partner (EP), via email and/or by using the Concierge functionality in the application. Problems that affect day-to-day operations of HR professionals, manager/supervisors and applicants that do not have a known work-around are treated with the highest priority and are acted upon immediately. Customers are informed about progress by their designated EP. See also the discussion above regarding help desk reports and customer follow-up. Customers may submit change requests to their associated Engagement Partner (EP), via email and/or by using the Concierge functionality in the application. Change requests are reviewed

		on a regular basis by the Avue Management Team for inclusion in future releases. The decision to include a particular change request is based on the legality of the request (i.e., is it based in regulations and/or agency guidelines) and whether the change will benefit the whole Avue user community. There is no charge to implement accepted change requests and the customer is kept informed as to the status via the EP. A change request is written when the system functions as originally requested and designed, but the customer wishes a change to be made. A problem report is written when the system fault occurs (e.g., abends, does not save data properly, etc.) or the system is found to be in non-compliance with prior requirements. Customers may submit problem reports and change requests online via the application Concierge functionality. Status is supplied to the customer via their Engagement Partner.
19	Describe your electric utility experience in talent acquisition, if applicable.	BPA and Avue have a relationship dating to the early 1990s, when Avue, then called Washington Consulting Services, worked closely with the company to draft studies and evaluations relating to management services workload, review of the management services staff, development of performance plans, position descriptions, and workload distribution studies, creation of a performance-based awards system, position management studies, and creation of an implementation program for recommendations of internal teams and committees. These included providing BPA with a secretarial position management study, a position management review of BPA's Conservation Branch, and a trades and crafts performance standards development project. Most notably, Avue unveiled a forward-thinking, thought leadership project on telecommuting for the Conservation Branch. It was that partnership

		resulted in a more streamlined, efficient, effective management services and workforce assessment for BPA.
20	Provide the resumes of any Key Personnel who will be assigned to this agreement, and their anticipated role.	Resumes are contained in Attachment A-1.

EXHIBIT B: PRICING SHEET

Overview of Avue Pricing and Contract

Contract Terms for Avue Digital Services – The MSA

The Avue offering is a commercial solution that is currently used by many Federal diverse federal agencies. The offering is a fixed-fee subscription service provided to all Avue clients on the same terms and conditions, much like the purchase of utility services such as natural gas and electricity or subscription services such as Westlaw™ and Lexis-Nexis™.

The Avue offering, and means of operating, permits governmental entities to achieve extraordinary efficiency gains, cost savings, and performance improvements. An inherent part of the value and uniqueness of the Avue subscription offering is that agencies are able to take advantage of Avue's government-wide leverage as well as the flexibility to constantly adapt their operations, policies, and procedures to meet needs not even contemplated at the time of the initial contract award.

Each client is governed by the same Master Subscription Agreement terms that provide Avue with the consistency that is mandatory in order to generate the tremendous cost savings Avue achieves for its clients. *The Master Subscription Agreement has been expressly approved by GSA as appropriate for the Federal Government and is explicitly incorporated in two Federal Supply Schedules under which Avue is currently offered.*

Accordingly and per the Federal Supply Schedule offerings of Avue, the pricing contained in this proposal assumes that the client will join the rest of Avue's subscribers and accept the terms and conditions of the Master Subscription Agreement, with the MSA included in the contract award, and the MSA will be given the first order of precedence so as to prevail over any contrary terms contained in the contracting documents.

A copy of the Avue Master Subscription Agreement is included in as Appendix B-1 of this document.

General Overview of Avue Pricing

Avue Digital Services® (ADS) is offered only on a subscription basis, in which Avue client agencies subscribe to one or more ADS Modules (the "Subscribed ADS Modules").

The Subscribed ADS Modules, extranet access, and services related to the subscription (the "*Subscribed Services*") consist of the following for each Subscriber for each module: (a) extranet access to the Subscribed ADS Modules, including their associated user interface and content databases; (b) ongoing software application and database management and administration, including updates and upgrades; (c) startup and ongoing configuration for each of the Subscribed ADS Modules; (d) professional deployment services support such as training and briefings for all managers and employees; (e) help desk assistance for employees and applicants using the system; and (f) professional human resources staff support directly to managers using the Subscribed ADS Modules.

Avue is offered on an "all-you-can-eat" basis, which means Avue supports unlimited use by the client organization and its employees, as well as external users such as applicants. Avue does *not* assess fees for ADS on a per-seat, per-server, per-transaction, or professional service fee basis. Only three all-inclusive fees are charged: (1) Initialization Fee that covers system set up, initial database set up, deployment consulting, etc., (2) Annual Subscription Fee that covers the product content and functionality, including all upgrades to software and updating of content during the course of the year, as well as Avue Enterprise Direct, and (3) Extranet Fee – covers CPU, disk, and all other Data Center operations and service, as well as continuing customization of the Subscriber's database and rules engines.

The Initialization Fee, Annual Subscription Fee, and Extranet Annual Fee together constitute fixed price, all-inclusive fee coverage of ADS start-up activation and use, including the addition of client-specific occupational and workforce management content, job requirements, and business logic rules engines, as well as all the training, internal communications and marketing, change management, and support the client reasonably needs throughout the life of the subscription.

The Subscriber's enterprise subscription to Avue includes, as part of the fixed-price Annual Subscription and Annual Extranet Fees for the entire life of the Subscription, at no additional charge, Avue Enterprise Direct®. Avue Enterprise Direct helps managers, for example (depending on the module), create positions, vacancy announcements, applicant intake questionnaires and associated documents, as well as creating and modifying performance plans, and similar workforce management tasks.

Subscribers are charged based upon the number of Authorized FTE as contained in the agency's budget. The price list scales upwards in brackets of FTE (e.g., 5,000 – 7,500, 7,500 – 10,000, etc.) and the larger the number of authorized FTE, the higher the fees in nominal terms (although the per authorized FTE cost decreases as the size of the organization increases).

Discount Policies

Avue offers the following standard discounts on Avue Digital Services:

- A discount of 30% is applied when a Subscribing Entity pays its Annual Subscription Fee in advance; i.e., on or before the first day in which the subscription period begins.
- Discounts apply when a Subscribing Entity purchases more than one Avue Service and in the event the Subscribing Entity purchases a multi-year Subscription (Base Year plus at least 3 option years).

In addition, it is the policy of Avue Technologies to grant substantial discounts to a limited number of Platinum Partners. An organization is chosen, exclusively by Avue Technologies, for the Platinum

Partner program during the early phases of a Service release and/or by virtue of its unique characteristics as an organization.

Under special circumstances, Avue grants special discounts to recognize and accommodate certain truly unique circumstances in which a particular client agency finds itself.

Payment Schedule

Payment for Avue Digital Services is as follows: Both the Initialization Fee and Annual Subscription Fee (assuming the client chooses to take advantage of the standard 30% prepayment discount on subscription fees) for the base period of the contract are invoiced upon contract award. The Extranet Fee is payable in monthly installments invoiced at the beginning of each month. In option years, the Annual Subscription Fee is paid on or before the outset of the renewal year and the Extranet Fee is again payable in monthly installments.

Price Increases

Under the Avue Federal Supply Schedule, fees for Avue Digital Services increase by 4% per year at the beginning of each calendar year.

Cost Effectiveness

From a standpoint of cost effectiveness, Avue Digital Services is far superior to any potential alternatives. By addressing process reengineering and automation on a holistic basis using expert system capabilities, Avue consistently automates at least 80-90% of any particular human resources management process. Avue clients experience dramatic and demonstrable savings in terms of labor hours and cycle times. In addition, because Avue Digital Services, including all content databases, is fully-hosted, maintained, and staffed by Avue and requires no capital investment or ongoing support by the client, the total cost of ownership is substantially less than any potential alternative.

Pricing for Bonneville Power Administration

Shown below is pricing for BPA. We believe that the core solution that all Avue clients have as a minimum is fully responsive to the requirements of the solicitation, and consists of three modules:

- Avue Operating System (AOS)
- Recruitment, Retention, and Staffing Module (RRS)
- Avue Command Center Reporting and Decision Support Module (ACC)

The pricing is presented first in the tabular form required by BPA in the solicitation, followed by a summary view and detailed view of the pricing.

Component	Pricing	Detailed Description

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Non-Responsive

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Non-Responsive

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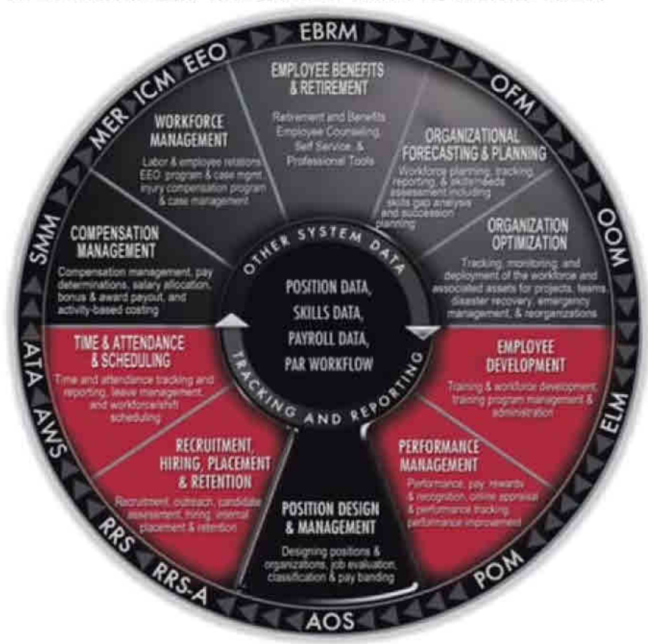
EXHIBIT C: EXECUTIVE OVERVIEW: AVUE TECHNOLOGIES

The Avue Platform | *A Certified Federal HRLoB Shared Service Center Offering*

Avue's flagship solution, as portrayed in the Avue Atlas®, is a completely integrated suite of native Web modules that digitize, automate, optimize, track, monito management processes, including position management architecture, individual and enterprise performance opti workforce forecasting and succession planning, personn management-employee relations, equal employment op learning management, and employee life cycle managen



The Avue Atlas® shows the functional areas covered by the Avue platform. Each wedge corresponds to an acronym in the black band on the outer rim. Each acronym is a module. At 6 o'clock on the Avue Atlas®, is AOS – the Avue Operating System – which is a key infrastructure component to the platform. It includes the center circle, forming a keyhole. This module is the only required module in the platform. All other modules are acquired and activated based on client need. Two other Avue modules are used my most Avue clients – hence, along with AOS, often referred to as the "core three – the Recruitment, Retention, and Staffing Module (RRS) and the Avue Command Center Online Reporting and Decision Support Module (ACC). RRS is the center of the talent acquisition functionality of Avue and includes on-boarding new hires and new employee orientation as well as off-boarding. ACC represents the ultimate in enterprise-wide visibility on business operations for executive decision-support. The objective of ACC is to provide truly actionable information, rather than data, to line and senior managers at all levels of the organization. ACC provides visibility at the granular level all the way up to the truly big picture.

Module Name and Acronym	Price Type	Major Feature Functionality of Module
Avue Summary Module Descriptions		
Avue Operating System (AOS)	C	Job classification (including automatic FLSA and Comp Level Codes), position management, PAR workflow and processing, skills survey, HRIS/payroll system interfaces. Covers 100% of all work performed in the Federal Government, including white and blue collar. Creates all positions in all types of pay plans, including pay banding, market-based pay, mixed-series, mixed-grade, career ladder, supervisory, lead, senior level, interdisciplinary, research, and trainee positions.
Recruitment, Retention, and Staffing (RRS)	B	Complete end to end recruitment and staffing from announcement to fill (including USAJobs interface and all DEU), including EOD and off-boarding, specialty recruitment agency-specific web sites, climate survey, exit survey, recruitment program management & support. Automatically determines whether candidate meets basic qualifications. Automatically rates and ranks candidates, including applying Veterans' Preference and assessing and flagging applicants available through alternative hiring authorities. Automatic generation of referral list and notifications to managers that referral lists are available (online) for candidate review, further assessment, and selection. On-line reference checking and automatic generation of behaviorally-based interview guide.
RRS Assessment (RRS-A)	A	Complete management and facilitation of supplemental candidate assessment, including background, medical, physical, hub for all providers including candidate self-service appointment scheduling.
Avue Command Center (ACC)	B	Sits on top of all other Avue modules to provide enterprise-wide visibility down to individual business unit. Includes executive dashboards, ad hoc and standard reporting, decision support, all functioning in real time.
Performance Optimization (POM)	B	Complete end to end performance management process, from performance plan creation to monitoring to evaluation and final rating of record, includes automatic generation of plans, performance awards, PIP, etc. Online coaching for managers.
Enterprise Learning Management (ELM)	C	Provides a comprehensive, enterprise class, learning management system for employee development. Covers all aspects including course development, self-service registration, automatic IDP generation, classroom logistics, budgetary support, financial payments/chargebacks, instructor assignment, ratings.
Avue Time and Attendance (ATA)	C	Automates 100% of pay rules and centralizes zero-to-gross pay functionality for even the most complex agency operations. Sophisticated features including retroactive adjustments, labor and production metrics, real-time rules processing. Unlimited number of accounts can be used. ATA maintains an attendance history by employee and provides reports and notifications of violations based on an organization's settings. Incorporates an unlimited number of warning periods, thresholds, and attendance groups while and maintaining detailed histories. ATA also includes complete leave management functionality.
Organizational Forecasting (OFM)	C	Assists line managers and staff professionals in analyzing the organization, employee demographics, competency/skill mix, payroll expenditures, and other workforce profiles to determine trends, identify labor market effects, conduct scenario planning, determine bench strength for succession planning, quantify the costs of organizational activities, and forecast the structure and needs of the organization in future years. Includes factoring in retirements, attrition, cycle time to fill positions, training costs, training capacity, and similar factors. Cost projections are provided across multiple years. Utilizes workforce behavior profiles to project key events across multiple years and the resulting impact.

Organizational Optimization (OOM)	B	Provides for team assembly, deployment, coordination, including response to sudden or emerging situations and special needs circumstances such as taskforces, special projects, or interdisciplinary teams. Maintains inventory of key information for all employees and relevant others (such as contractors), including detailed skills and competencies, geographic location and assigned official duty station, availability, clearances, certifications, etc. Utilizing either direct tracking or bidirectional feeds from the organization's other systems, can display the characteristics of physical assets such as supply levels, inventory, condition, location. Assets assigned to individuals, such as purchase cards, personal protective equipment, and others, can be tracked with the individual and automatic notification to return such assets or automatic termination of access. Includes "Incident Accountability System" (IAS), track workforce location and status during an emergency event that prompts evacuation or similar circumstances.
Employee Benefits and Retirement (EBRM)	B	For employees, EBRM provides comprehensive retirement and benefits information and processing. For the staff professional, EBRM provides a comprehensive set of tools and professional support for use across the spectrum of Federal benefits and retirements counseling and processing. Using "Turbo-Tax"-style interview, generates all benefits and retirement forms as outputs rather than inputs.
Management-Employee Relations Program and Case Management (MER)	B	Manager-centric solution for entire range of employee and labor relations matters. Includes online coaching, agency policy lookup, situation analysis, Douglas factor analysis, and complete case management for claims.
EEO Program and Case Management (EEO)	B	Practical guidance to management officials, union representatives, EEO practitioners, investigators, mediators, and employees to handle employee reporting, case intake, routing, workflow, counseling, investigation, adjudication, case management, tracking, and archival of EEO complaint cases at both the formal and informal stages. Automatic generation of all required reports, including EEOC MD-715, 462, and "NO FEAR".
Injury Compensation Program and Case Management (ICM)	B	Provides counsel to management officials, union representatives, and injured workers to handle virtually all Federal Employees' Compensation Act ("FECA") claims. Includes all case processing, reporting, tracking, analysis and complete archiving. EDI interchange with DOL and automatic generation of all forms. Automatic updates for all participants regarding the status of cases. Limited view that permits employees filing claims access to a status log about their case, information about the process involved, etc. Ability to automatically generate appropriate light duty positions and other tools to increase "return to work" success.

Key Elements of the Avue Solution | *One Fixed Price, All You Can Eat*

Avue's HRLOB-certified technology platform includes the following key features:

- Software-as-a-Service (SaaS) or Cloud platform that has been in operation since 2001,
- 99.9% uptime since 2001,
- federally regulations, program initiatives, and rules embedded in the rules engines,
- business process management, workflow, and transaction processing,
- firm fixed priced an annual subscriptions,
- all the hardware, software, content, and support required,
- the world's only federal occupational database that comes turnkey with the platform on day one of contract award,
- begin job design and classification, job postings, applicant evaluation and referral, performance appraisal, employee relations, employee development, and other HR processes within hours of contract award,
- adherence to all FISMA/NIST certification and accreditation requirements,
- adoption of all Federal security assessment processes with a current and an active Authorization to Operate granted by the Department of Justice
- two full production-level, world class, data centers, one on each Coast, with fully operational COOP plans and continuous backup and mirroring,
- sophisticated and continuously evolving protections around Personal Identity Information (PII) that exceed Government-specified requirements,
- 100 percent server-side processing to allow rapid deployment across the entire geographic span of the agency,
- embedded business analytics, business activity monitoring, process metrics reporting, and user-defined dashboard displays that cover every part of the business process,
- online, real-time, standard and ad hoc reporting engines that produce reports on the fly or "one-click" mode,
- enterprise scalability using a native Web, J2EE platform,
- unlimited concurrent users on the system for one firm fixed price,
- full life cycle management and maintenance of the platform including integration and interfaces,
- single sign-on (SSO) access control using Security Assertion Markup Language 2.0 (SAML 2.0) to enable single sign-on from a customer's internal network into Avue in conjunction with Microsoft's Active Directory Federated Services (ADFS) technology,
- Avue's fixed-fee, "all you can eat" subscription means that there is no capital investment,
- Avue services are included, with no additional charge in each client's annual subscription, including unlimited, on-demand Avue expert "people to people" support, as well as operations consulting such as occupational studies, operations reviews, pre-DEU audit preparation, etc.

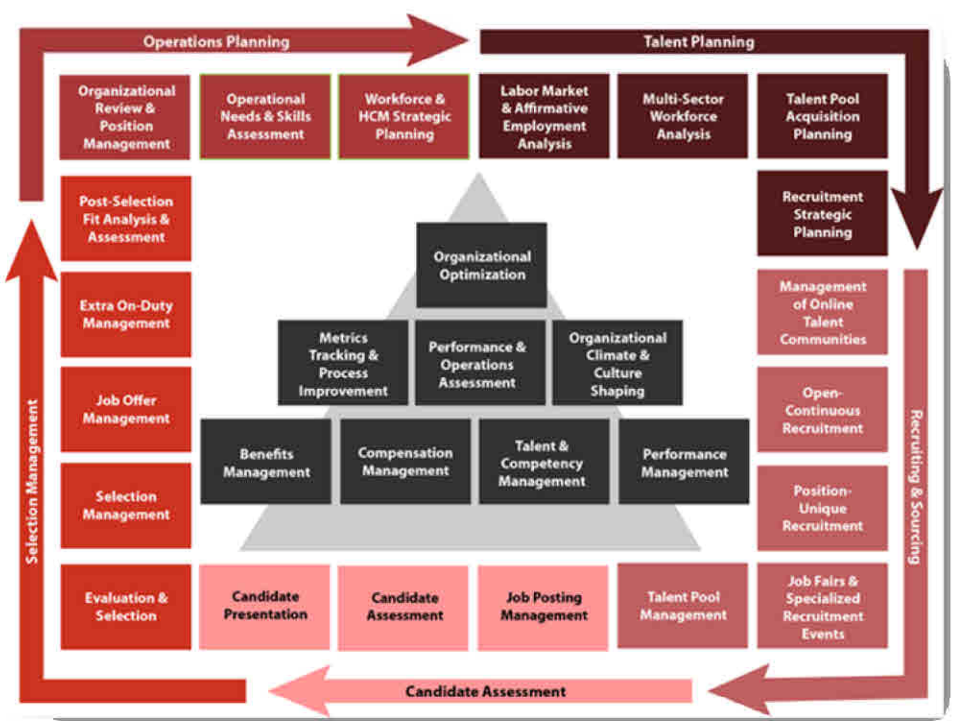
Avue's Holistic Approach to Enterprise-Class Technologies

Avue Technologies and its Avue Digital Services® platform offering have enabled Avue customers to take control of their management and operations to achieve an optimal combination of IT strategy and the ability to execute.

Very few IT decisions by Federal Government agencies have nearly the impact on their management, budget, operations, and overall effectiveness than the selection of its human capital management automation solutions. Unfortunately, these decisions often reflect a climate of bigger budgets and larger organizations and, in this context, 1980s era bolt-on applications or point products, have generally ruled the day.

These are, at best, "tools or utilities" that may lighten the job of the HR professional without having substantive impact on the efficiency or the effectiveness of HCM operations as a whole. Bolt-ons or wrapper applications are extraordinarily expensive to create and maintain, and over the long term have a less than stellar success rate.

Avue's holistic view of human capital management allow a more streamlined and seamless process that frees the HR professional to engage in substantive program management and customer relations activities as well as applicant engagement and relationship management through the entire talent acquisition process. Avue's model HCM model includes the flow here



Avue's SaaS model offers a completely different strategy with regard to deployment, coverage, upgrades, enhancements, and costs. Upgrades are automatic. They are part of the centralized updating feature that ensures that each time you log into Avue, you log into the latest version of the platform. If OPM releases new requirements, such as reporting under the recent Hiring Process Reform initiative or releasing a new version of USAJOBS, Avue builds and provides that solution to all subscribers automatically. Changes to regulations, in case law, or Administration initiative are all provided within the application and included in the fixed price subscription cost. All clients are upgraded instantly upon the next production release, without added fees. As OMB states in its "Shared First"[2] memorandum, *"Establish a cost model for the candidate systems as cost savings will be a significant driver, but not the only factor in the decision to moving to shared services. If actual data are not available, use best possible estimates. The effort should take just days, not months to complete. Be sure to include both IT services costs and Agency services costs. This is especially important for candidate business processes automation support does not current exist. Human Resources will be focused in the business organizations, not the IT organization. Metrics such as the number of users, the number of transactions, the number of things created or managed are best used to measure these types of efforts."*

Variations in customer needs are accommodated by several mechanisms Avue has included in the platform as well as through client or user community specified enhancements. Once an enhancement is made, whether client-unique or community directed, the new features are made available to all subscribers as well. Agency Avue System Administrators (ASAs) can also access the ASA functionality which allows the Administrator to set HR policies and rules (such as Category Rating policies) and rearrange workflow steps, add steps, delete routing, and make other changes that reflect the HCM policies of the agency as well as tune the application to meet operational demands and realities. In addition to the agency ASA, Avue offers, as part of its subscription service, the full services around system changes, enhancements, and modifications – to both the functionality and any interfaces to internal or third party systems. So, this service is also applies to the integration layer in the platform. When a system to which Avue's platform provides an interface or data exchange changes, such as the National Finance Center's payroll product, Avue manages that change by reconfiguring the platform or adding new features to ensure the interface is maintained for the client.

All work related to this is <u>included</u> in the fixed price subscription so no additional fees are incurred. A good example of this is the recent USAJobs 3.0 release. When OPM decided to change the interface to USAJobs for both posting and applicant data extraction, Avue worked with its subscriber community, OPM, and key testers within each client to ensure a smooth transition without business interruption.

All in the same fixed-price subscription structure.

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[2] Federal Information Technology Shared Services Strategy -- "Shared First" (Pre-Deliberative Review Draft v. 0.20 November, 2011

Software as a Service and the Avue Solution

Avue has been providing production-level, “Software as a Service” (“SaaS” or “cloud”) computing to the Federal HR community since 2001. Over the last ten years, clients have received the benefits of increasingly more sophisticated technologies that have been deployed in the Avue platform and infrastructure upgrades that address increases in usage (high levels of concurrent users), more SaaS-oriented technology upgrades (such as SOA and other services), as well as increases in cyber-security requirements and NIST/FISMA standards.
By eliminating the need to install and run the application on the customer's own data center, SaaS alleviates the customer's burden of software maintenance, ongoing operation, and support.

The distinction between SaaS and other applications delivered over the Internet is that SaaS solutions are developed specifically to leverage web technologies such as the browser, thereby making them web-native. The data design and architecture of SaaS applications are specifically built with a 'multi-tenant' backend, thus enabling multiple customers or users to access a shared platform and application functionality. This enables the SaaS solution, unlike the client-server or application service provider) to leverage enormous economies of scale in the deployment, management, support through the entire software lifecycle.

Another departure from traditional IT business models is that SaaS providers, instead of adopting the usual software licensing model, generally charge on a subscription basis for access to a service that includes, at a minimum, hosting of the software as well as access to its feature functionality. In the Federal Government sector the SaaS business model results in funding for the service being classified as “Operations and Maintenance” (O&M) funds rather than “Development, Modernization, and Enhancement” (DME) funding.

Avue is offered as an unlimited concurrent user subscription, per-seat licensing fees or volume pricing based on estimated usage. Unlimited concurrent usage is critical to Federal agencies because many HCM functions are highly seasonal and peaks in concurrent users vary substantially. For example, consider the following peak usage drivers: Surge hiring for seasonal or temporary employees;

- Surge hiring following a long period under a Continuing Resolution or budget-imposed hiring freeze;
- Performance management cycles such as plan acknowledgement, mid-year ratings, and end of year appraisals;
- Open season for health benefits elections; and
- Mass personnel action processing following a reorganization or workforce reshaping activity.

But not all SaaS offerings are created equal. SaaS architectures are generally classified as belonging to one of four "maturity levels," whose key attributes are configurability, multi-tenant efficiency, and scalability. Avue’s SaaS platform is rated at a Level 4 Maturity Level. Each level is distinguished from the previous one by the addition of one of those three attributes.

Criteria	Maturity Levels Level 1	Level 2	Level 3	Level 4	Avue
Hosted: A hosted application that is one that runs its own the host's servers. Level 1 is essentially what has traditionally been called an "Application Service Provider" (ASP) model.	✓	✓	✓	✓	✓
Configurable: Allows greater program flexibility through configurable metadata, so that many customers can use separate instances of the same application code. This allows the vendor to meet the different needs of each customer through detailed configuration options, while simplifying maintenance and updating of a common code base.		✓	✓	✓	✓
Multi-Tenant Efficient: A single program instance serves all customers. This approach enables more efficient use of server resources without any apparent difference to the end user.			✓	✓	✓
Scalable: Scalability is added through a multitier architecture supporting a load-balanced farm of identical application instances, running on a variable number of servers. The system's capacity can be increased or decreased to match demand by adding or removing servers, without the need for any further alteration of application software architecture.				✓	✓
Virtualization: This exceeds the highest level of the SaaS Maturity Model. To be virtualization means to create a virtual version framework divides the resource into one or more execution environments. Devices, applications and human users are able to interact with the virtual resource as if it were a real single logical resource.					✓

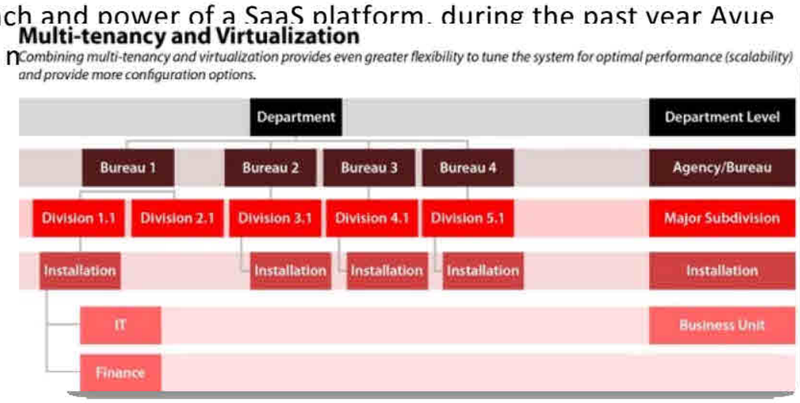
For Federal agencies, Avue is one of the few available HCM SaaS providers and is the only Level 4 provider. Avue retains responsibility for all matters related to the typical software development lifecycle plus access to the platform and application, service level agreement adherence, and other associated services. In addition, Avue is unique in the professional services it provides its clients on an unlimited basis as part of the fixed price subscription. Avue services include:

- all help desk services,
- user account and role management,
- online tutorials and instruction,

- usability analysis and improvements,
- concierge services for higher-end users,
- on-site training, manager briefings, employee town hall meetings, and in-depth classroom training for staff professionals, and
- professional services ranging from consulting, change management, HR service delivery, special projects, position management, classification studies, climate surveys, and pre-DEU audit preparation.

Everything is provided on demand.

In a true "game-changer" for the reach and power of a SaaS platform, during the past year Avue has also added "virtualization" to its n



One of the principal benefits of virtualization is that it can increase the system's capacity without additional programming and combining multi-tenancy and virtualization provides still greater flexibility so that we can further tune the system for optimal performance.

Virtualization is a framework for dividing the resources of a computer into multiple execution environments. Avue uses virtualization to create multiple 'virtual' entities within the construct of a primary customer — such as having each customer's business units partitioned while retaining enterprise (customer-wide) view, reporting, and data roll-up. Site virtualization allows individual components within an agency or Department to have business processes that are uniquely tailored to each component's business or operational needs. At the same time, data is tracked in a consistent manner to allow higher levels of the organization and oversight parties to have an apples-to-apples view of the component's operations. For example, the requirement to report against OPM's 80 Day Hiring Model can be accommodated even when business processes vary widely by tracking the same business events, i.e., the job posting event, regardless of where in the business process that event occurs and reporting cycle time on the basis of these commonly tracked metrics.

As is evident above, Avue meets the OMB 'Future First'[3] strategy and design principles which "There are a number of general design principles that apply to Future First architectural designs for shared IT services, including:

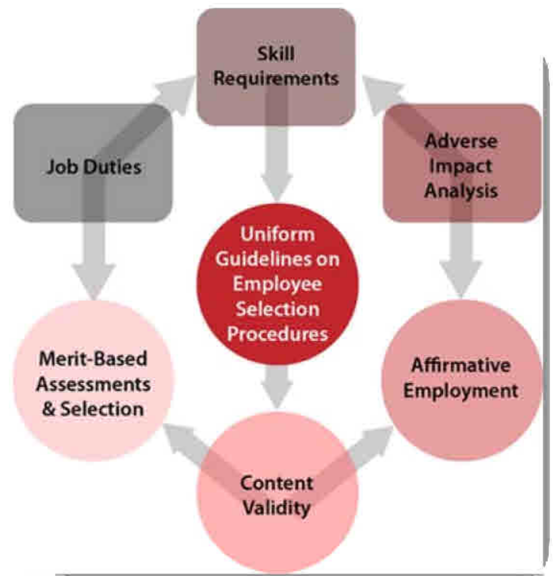
- Multiple consumers for each service, with minimal customization;
- Process standardization (commercial product/workflow adoption);
- Web-based solutions with standardized application interfaces;

[3] OMB December 8, 2011 Federal IT Shared Services Strategy Discussion Draft

- Object reuse, machine-readable data, and XML data formats;
- Cloud-based application hosting and virtualization of servers;
- Security controls and continuous monitoring of service operations;
- Configuration management and version control."

Avue's Adherence to Federal Regulations, Standards and Policies

Since its inception Avue has a solid record of commitment to Equal Opportunity, Civil Rights, and the Merit System for the Federal Sector. The focus on civil rights integrity is the reason Avue is exclusively endorsed as "the only system that ensures that workforce management is done solely on the merits'" by Blacks in Government, the Federal Asian Pacific American Council, Federally Employed Women, the Society of American Indian Government Employees, Black Data Processing Association, League of United Latin American Citizens, the Organization of Black Airline Professionals, and the American Legion, among others.



The Avue platform is engineered from the bottom up for integrity throughout the entire hiring, promotion, training, and performance optimization processes. Avue is proud of its unequaled dedication to "content validity" so essential to insure compliance with the Uniform Guidelines on Employee Selection Procedures (UGESP) which sets the standards for merit-based, non-discriminatory hiring and personnel management. Avue's world-class federal occupational database, the only one in the world, ensures that the correct job analysis is conducted to meet the standards set forth by the UGESP.

The job analysis begins with electronic generation of the most basic document that begins the process—the position description. The Avue Operating System (AOS) supports all activities relevant to position management, including job classification and pay, and completely automates the processes involved in creating and identifying the work in classified positions. Avue uses sophisticated rules engines to determine relationships between duties, job classification, compensation level, and performance standards.

The outcome of this analysis is a classified Position Description with an Evaluation Statement, Performance Plan, Job Postings, Crediting Plan, Candidate Assessment Criteria, and Interview Guide for the manager, all fully integrated to the major duties and responsibilities allocated to the position. These same correlations are carried throughout the Avue platform, including performance management, training, and succession planning.

Avue adheres to all statutory, regulatory, and OPM-dictated policy requirements for both the Legislative and Executive Branches which includes Title 5 and Excepted Service agencies and positions. New initiatives, such as the recent veterans hiring, disability hiring, and Hiring Process Reform initiatives, are all incorporated into the rules engines embedded within the Avue platform which is also enhanced based on the requirements of these program areas. Case law and agency-unique union agreements, appeal decisions, and internal policies are also incorporated via system changes or enhancements or by the agency via the Avue System Administrator role.

Every action performed in Avue is tracked and a status log is maintained to show the actions taken by users by their user ID, date stamped to the exact date and time the action was taken, as well as the action taken by that user. This status log, along with other tracking and documentation provided in Avue, allow for complete reconstruction of HR transactions for audit and for the agency's protection in case of employment litigation claims.

Avue creates a complete case file as well. The case files are used for any reconstruction of transactions as well as audits such as DEU audits. All HR transactions conducted through the Avue platform are guarded with a series of regulatory frameworks that drive algorithms and rules engines within the system. For example, referral lists are 'list locked' to ensure the selection process works according to DEU or agency category rating rules and to protect both HR specialists and line managers when making selection decisions or creating referral lists. More on diversity outreach and recruitment is contained in an attachment to this RFI response.

The Only Meaningful Price and Value Analysis |*Total Cost of Ownership*

In evaluating alternative HCM system purchases it is imperative to avoid the classic fault of he who "knows the price of everything but the value of nothing." The business case analysis upon which any IT purchase should rest is the "total cost of ownership" of the solution. In other words, all costs, expenses, benefits and savings should be taken into account, not merely the price. This is especially the case with a SaaS offering, and in particular Avue.

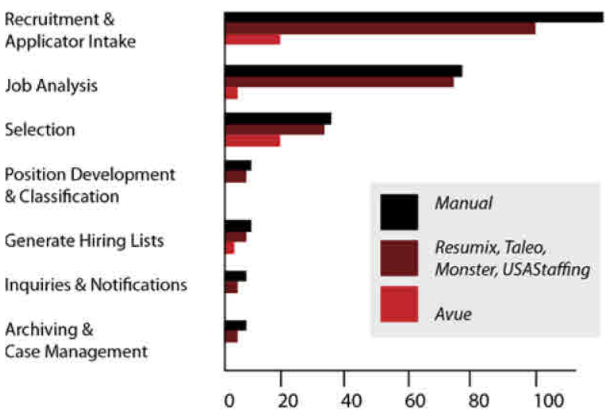
While the "price" of a software purchase may be low in comparison to a SaaS offering such as Avue, in fact it is almost certain that the total cost of ownership of the software purchase — whether or not done through another government agency such as NFC — will be orders of magnitude more expensive. This is largely because of Avue's impact on the cost of operations. For example, a popular metric to track in HCM is the 'servicing ratio' – that is, the number of HR staff supporting the employee population in the agency. The government-wide average servicing ration is around 1:50 – one HR FTE for every 50 employees. However, the ratio is misleading. It does not represent the presence of shadow staff or outsourcing, whether to the private sector or another federal agency. For example, in one federal agency, the servicing ratio appears to be 1:219. However, when the outsourced provider is incorporated, the ratio falls below the government average to 1:33. When the Avue Platform is deployed with the goal of acting as a force multiplier, the actual servicing ratio, outsourcing included, can achieve levels as high as 1:2,000.

The cost-benefit analysis of the Avue Platform should take into account the costs associated with present day practices, technologies, shadow staff, and outsourcing. The total benefit can be achieved by a blend of maximizing the Platform's capability and creating an HCM vision that establishes dual targets of increasing value to mission critical operations and reducing costs. As many industries in the United States have come to realize, technology can be a significant force multiplier. In addition, with Avue it is imperative that manager and administrative officer time, not just HR specialist time, be considered in the analysis.

The extraordinary savings through Avue automation are illustrated in the examples below.

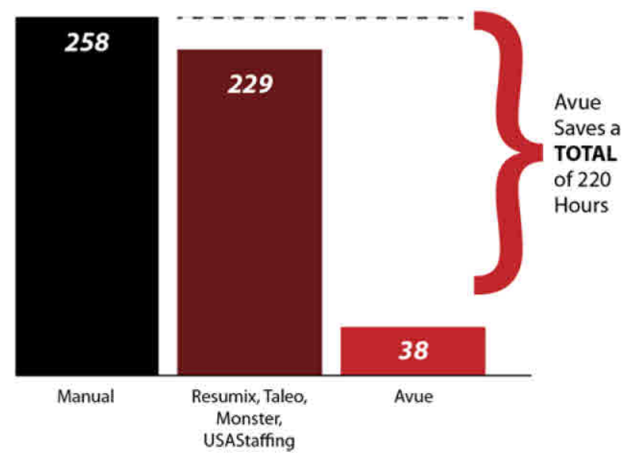
Hours Required to Perform HR Functions Using Different Methods

Avue reduces time spent, increases productivity



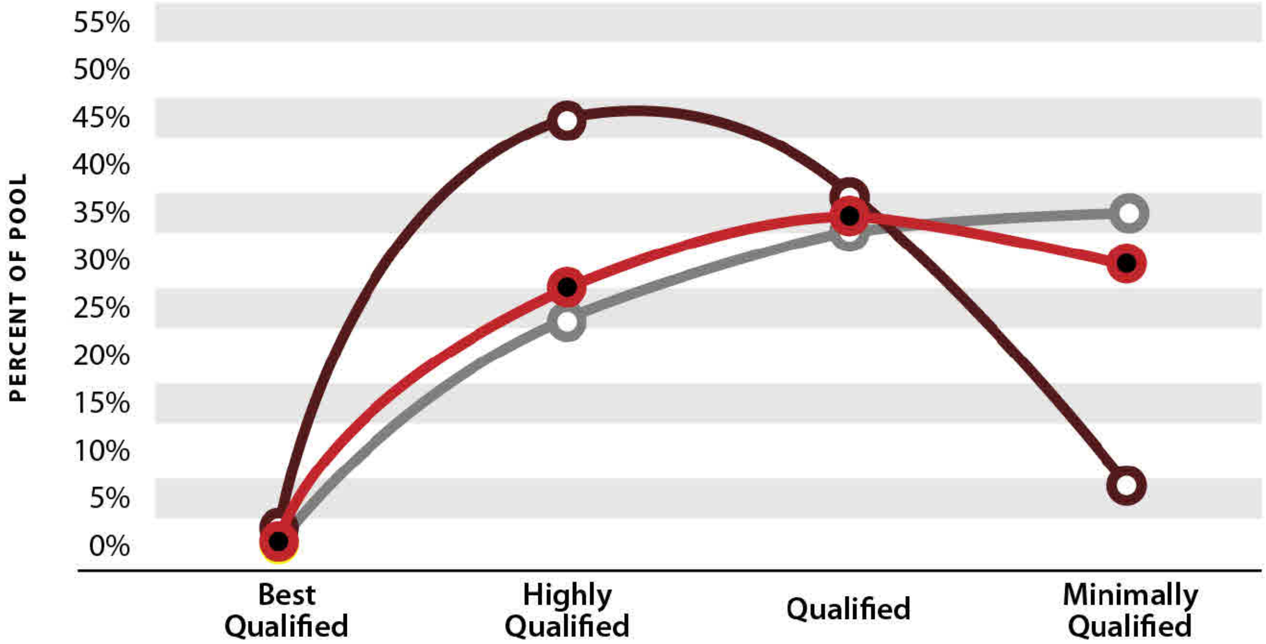
Total Hours to Source and Hire A Federal Employee

Avue saves your agency much-needed time



Sample of Actual Avue Client Agency Vacancy Processing

8,849 Applications for 94 Vacancies



	Best Qualified	Highly Qualified	Qualified	Minimally Qualified
External	1.80%	25.26%	35.03%	37.91%
Internal	3.59%	47.18%	39.82%	9.41%
Total	2.15%	29.47%	35.95%	32.43%

Avue Compliance with Section 508

The Avue platform has been entirely developed with accessibility standards in mind, per Section 508 of the Rehabilitation Act of 1973 (as amended). All Avue features and functionality have been carefully examined and tested with leading assistive technologies. Furthermore, Avue's customer agencies have also tested the usability and accessibility of the entire application including a major on-site test with one client that had a very large disabled employee unit (nearly 100) that all needed to use assistive technologies. In all cases, employees were able to use all aspects of the application, from applying for positions through the most detailed aspects for power users, such as ad hoc report generation.

In addition to the initial steps undertaken to achieve compliance, maintaining Avue's Section 508 compliance is an ongoing effort. Actual users requiring assistive technologies are everyday users of the Avue system and Avue is constantly working with its customers to improve its interface. Each new functionality enhancement to the Avue system is tested and viewed for ongoing Section 508 compliance as the system is upgraded. Unlike other products, all of the Avue system, not simply portions of it, is Section 508 compliant, including Avue's robust reporting tools. An example of this continuing commitment has been Avue's work with the National Federation of the Blind (NFB) beginning in the summer of 2011 in which Avue's system has been extensively tested in the NFB's state of the art assistive technology lab to ensure that Avue not merely meets the Section 508 standards, but is engineered to perform at the very best possible level with assistive technologies.

Avue's Section 508 record is sterling-it has never had a formal complaint. Avue's compliance goes beyond mere promises, as Avue had to affirmatively demonstrate its compliance as part of achieving HRLoB certification. To become and remain a certified HRLoB product, Avue has to comply with a lengthy and rigorous list of requirements, including specific references for Section 508 compliance.

Finally, because Avue is proud of its record of Section 508 compliance and eager to provide all Avue's clients with complete assurance to this effect, the Avue Master Subscription Agreement (MSA) now contains an express warranty to the client that the Avue system is, and will continue to be in every respect, fully compliant with Section 508.

Avue Security Capabilities

In accordance with OMB M-08-21, Avue incorporates security and FISMA requirements as a standard part of our "all-you-can-eat" subscription. It is not an added cost or an à la carte feature that clients opt in for, but rather an embedded part of the Avue offering. In accordance with DTM 08-027, Avue specifically provides Security for Unclassified DoD Information on Non-DoD Information Systems in accordance with NIST standards. Avue C&A audits have been achieved by client agencies under NIST 800-53 rev 3 in an identical manner to that which they would assess any other internal system. Avue currently has an ATO with the Department of Justice that is valid through 2013.

All data in use and at rest is encrypted using FIPS 140-2 certified technologies to guard against unauthorized users and cyber threats. Authorized access in Avue is restricted to applications and data using role-based security and permissions. Each user is a named, unique user and is provided with unique user identification and password. System privileges are configured based on the user's role (e.g. HR Specialist, Manager, Employee, System Admin, DBA, etc.), approval level, delegations, and special permissions to provide a separation of duties for control to the least privileged user role. User accounts and emails and the roles provided to each user are managed in the system by Avue and updated at the request of the Agency. The system banner and login screens display pre-established security and privacy statements. Access to Personally Identifiable Information (PII) data, is specifically restricted to only those individuals who have an Agency-designated Privileged User Role for reports generation and output. All other users with access to online reports or data feeds are restricted to data access that does not include PII. Additionally, users are not able to view, scrape, or print PII that is contained in the system for operations purposes as it is masked for those users that are not granted full data access. All roles and access levels are agency configurable, up to and including access to system features, password length, and user credential expiration rules. All changes and actions taken in regard to user accounts and agency configurations are captured in the User Management Audit Log and stamped with the time, date, and User ID for audit trail logging.

Handling PII

Avue is fully compliant with the OMB Memorandum M-07-16: Safeguarding Against Responding to the Breach of Personally Identifiable Information, issued 22 May 2007. Avue operates in full accordance with the requirements of this Memorandum. Avue also meets the requirements of former OPM Director Linda Springer's Memorandum of 19 June 2007: Guidance on Protecting Federal Employee Social Security Numbers and Combating Identity Theft. Avue already uses strict access restriction, and audit capability on use of PII, and agency specific rules of behavior in the standard workflow provided in the Avue system to enable clients to meet these requirements. Avue does not use an applicant's SSN as a "key" field in the system and does not collect applicant SSNs at all.

Personnel Security Requirements

Avue security currently meets all required NIST and FISMA standards and has been certified and accredited by several Federal client agencies. Avue's personnel security covers Avue data center physical security, operations, internal networks, database and data access, and personnel clearances. Avue's provides all employees with annual security training in addition to the standard policies and procedures laid out in the Avue Personnel and Policy Manual on the Rules of Behavior and Client Confidentiality clauses. As with subscriber agency clients, Avue provides role-based security all the way down to the individual user level for access control and separation of duties for Avue employees. Every staff member is highly qualified, and subjected to a background investigation prior to being given systems-level or even user-level access. Currently, all Avue staff members have submitted SF-86 Background Investigation Forms and Finger Prints to client agencies for processing and clearance adjudication and have received their appropriate clearances to handle agency information. Staff members that have access to Avue's Data Centers are strictly limited as to their specific roles and all have current Federal Government clearances.

System Security Plan (SSP)

Avue has an implemented and maintained plan describing its security program, and how that plan satisfies the security requirements identified by NIST and our Federal Agency Clients, including how improved security-related processes and technologies are to be incorporated into the contract as they become available and any new ways of Accreditation such as FedRAMP. The Avue SSP covers: (1) Organizational security roles which identify least privileged roles; (2) Physical security of Contractor systems and facilities; (3) Risk assessment procedures; (4) Maintenance and testing of security systems; (5) Security monitoring procedures; (6) Procedures and timeframes for resolving security deficiencies and all POA&M; and (7) Procedures for the prevention of and response to security breaches.

Certification and Accreditation Compliance and Vulnerability Monitoring

Avue has achieved an accreditation memo from DOJ for the Avue system using a DOJ-approved C&A package and in accordance with NIST SP 800-37 and 800-53 rev. 3. Avue will continue to support and facilitate the DOJ as well as all other Federal Agency Client specific C&A process, and will continually evolve the capabilities of the system to support new threats to the system and incorporate technological advances in security-related areas. Avue provides all Federal Agency Clients with compliance reporting for continuous monitoring through the Avue vulnerability management program which supports monthly scanning using tools such as Foundstone, App Detective, and Security Expressions — other scans can be used as needed and identified. Avue has additionally implemented tools such as IBM ISS X-Force continuous monitoring services and reporting and Splunks tool for system log auditing and alerts.
Along with our Department of Justice sponsor, Avue will be pursuing the first government-wide ATO provided by FedRAMP. Avue meets the all of FedRAMP requirement for their first round assessment including being a multi-tenant cloud offering with existing Federal contracts, clients, and active ATO's.

Avue Innovation | Social Media, Search Engine Optimization and Marketing

Clients and applicants win when Avue innovates. In addition to Avue's world-class SaaS products, its state-of-the-art security measures, and its always-at-the-ready service and support, Avue's philosophy of "continuous innovation" extends to staying atop of trends in cultural communication and continually evaluating and evolving our offerings to clients based on those trends.

Social media represents the biggest shift since the Industrial Revolution, and job postings shared across social networks expands every employer's candidate pool. Referrals are the most highly rated source of candidate quality. Social media supercharges those efforts, and Avue is at the forefront of this movement.

Avue pushes every vacancy announcement to an agency's social media pages on Facebook, Twitter, and LinkedIn. Those three services have the potential to reach more than 1 billion people through outreach, dissemination and content sharing.

Avue also allows users to share vacancy announcement links on their own social media profiles, where those announcements circulate within their networks, and those within their networks have the ability to comment and continue sharing and spreading the word.

Nearly 90 percent of all jobs are found through search engines. And for job seekers who are active searching for vacancies within specific agencies or organizations, Avue offers Search Engine Optimization consulting and providing you the expertise needed behind user intent-based search. You want your job to show up on the first page of search returns to draw those applicants most highly interested in your positions. Avue has staffers who are Google AdWords certified, meaning you have real expertise behind your efforts.

Avue also is experienced with Search Engine Marketing strategies utilizing AdWords, Microsoft's AdCenter, Yahoo! advertising, plus ads on Facebook and LinkedIn and job aggregation boards such as Indeed or Simply Hired — bidding on the right keywords by balancing the local monthly searches for those terms against the relative competition for winning those terms — ensuring that the client draws in applicants and candidates by pairing ads with intent-based search terms. Avue can work with the client to recommend ad buys. Avue can monitor the effectiveness of that ad spend and provide strategy and recommendations on improving and expanding results for the client.

Innovation. Forward-looking. Proactive enhancements. They're all a large part of the value your agency gets when it contracts with Avue.

AVUE'S RECRUITMENT, RETENTION AND STAFFING MODULE (RRS)

Avue's Recruitment, Retention, and Staffing Module (RRS) automates the processes involved in recruitment and staffing. Based on the requirements of the position to be staffed and the data pulled from the Avue Occupational Content Database, this module gives you the ability to:

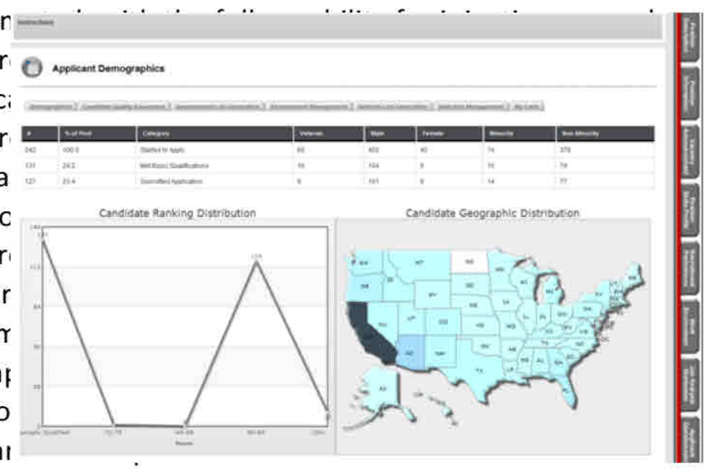
- Complete and customize the Applicant Questionnaire and Vacancy Announcement while meeting all federal statues and standards
- Post the completed vacancy directly to USAJobs 3.0, your agency's careers page, and Avue Central in one step
- Access more than 1,600 Recruitment Sources along with posting capability to popular Social Networking sites such as Facebook and LinkedIn,
- Search for quality applicants using Talent Pool Management
- Perform a series of applicant reviews with the potential to override system-determined eligibilities through Candidate Quality Assurance
- Control Assessment List and Referral List generation
- Manage the selection process
- Make online Job Offers and manage through an ASAP workflow process
- Manage all aspects of the Entrance on Duty process including selection of on-boarding forms, applicant notification of pending actions, notification of completed workflow steps and auto flow to the next step in the hiring process (more on EODS later in this submittal)

RRS includes a complete range of services and support for the ultimate in effective agency recruitment including: (a) custom branded recruitment sites, (b) open-continuous recruitment of applicants to form large pools of available skills for all agency locations, (d) support for all client recruitment events, including event-specific recruitment videos and design and graphics support for collateral, options for combined internal and external announcements, and (e) support for recruitment source effectiveness analysis.

- RRS provides for electronic recruitment, job posting, application, rating, ranking and referral of candidates. Approved positions can also be posted to the library of more than 1,600 recruitment sites simultaneously as well as Facebook and LinkedIn.
- RRS builds an editable, custom job application based on the specific requirements of the position that applicants complete online and submit for rating and ranking.
- RRS reviews all applications and produces a list of highly qualified applicants for the hiring manager. Business logic engines automatically adjust the lists based on regulatory requirements and union rules to take into consideration special priorities such as veteran's preference, eligibility requirements and priority placement programs.
- RRS maintains a centralized database of applicant information that can be easily queried to retrieve applications of candidates with previously determined skill sets and competencies for open positions. In addition, each staffing action is electronically archived to provide an historical record of all applicant transactions.
- RRS produces all required reports, archives all staffing cases and provides for ad hoc reporting using Avue's online reporting tool. OPM required Delegated Examining Unit (DEU) reports and EEOC MD-715 reports are generated automatically in the required format for submission. RRS embeds a DEU Risk Mitigation Tool that warns HR specialists when their actions could be considered regulatory violations. The tool also produces a DEU audit case file compliant with current OPM DEU audit requirements.
- RRS supports the integration of diversity goals with each staffing action to assure management and HR decisions are tailored to increase diversity and achieve goals related to full representation.
- RRS is the ultimate in applicant relationship management, with automatic, customized email notifications at every stage of the process, integration with USAJobs 3.0 four notification points, and 24x7 applicant self-service tracking and status lookup online.

Applicant Assessment | *You're In Control*

Applicant Assessment within RRS is fully auton
control over the process while ensuring adher
framework. Applicants submitting their applic
qualification questionnaires. The questionnair
adheres to OPM and UGESP standards, and ca
rating mechanism. A hiring manager or HR prc
questions, or edit the text of the questions. Fr
questionnaire, the system automatically deter
basically qualified for the position, and determ
requirements for the position and ranks the ap
the applicant and determines the hiring autho
regulations and policies under which the orga



72 hours prior to closing a vacancy, emails are sent to applicants that may have started, but not finished, their application process for the position, to notify them of the close date. In addition,

72 hour notices can be sent to both HR professionals and hiring managers to remind them of the close date. For HR professionals and hiring managers, the 72-hour notice includes aggregate applicant demographics for the vacancy.

From the automated ranking and rating, a Referral List (Certificate) can be generated and provided to the Manager online to allow the completion of the selection process. Where appropriate, an Assessment List can be generated from the qualified applicant pool, and Paneling used to review and assess the applicants prior to the generation of a final Referral List. Paneling is done online with the findings of each Panel member tracked and a combined to generate a Panel Rating for each applicant. Avue also allows inclusion of data from external pass/fail or scored tests and associates these with each applicant to contribute to the candidate assessment.

Avue supports a variety of assessment processes including cognitive testing, automated rating and ranking, subject matter expert rating and ranking, validation from references, hiring manager interview assessments, panel interview assessments, work sample assessments, online capture of training and certifications, language proficiency capture, geographic experience capture, and others. Avue provides for tailored assessment processes by vacancy so that assessments can be modified on a case-by-case basis.

Throughout the assessment process all activities are fully tracked online and are available for reporting purposes, metrics and auditing. Emails are used at key trigger points and on an ad hoc basis to keep the applicants informed of the progress being made on the status of the recruitment action. Where applicants are required to carry out a step in the process, "digital nagging" emails are sent to the applicant to remind them to get their parts of the process completed.

For DEU hiring, additional guidance is provided in the form of instructions and context-sensitive pop-ups to ensure the HR Specialist handling the vacancy is in compliance with DEU requirements. On completion of the processing of a Referral List (Certificate), reminders are sent to ensure the timely auditing of the List, to ensure compliance with DEU regulations and the accuracy of DEU Quarterly Reports generated automatically from the system.

Avue's professional services providers offer full support for all clients that are subject to OPM Audits. An Avue team will go onsite prior to the Audit to prepare the organization for OPM's arrival, including carrying out a full pre-audit, identifying any issues or regulatory violations and providing a means of addressing or correcting them prior to the OPM audit. DEU audit support is provided as part of the all-you-can-eat subscription service. The tracking, consistency, fairness and visibility of Avue provide the foundation for a successful outcome to an OPM audit.

Additional RRS Feature Functionality

- Automatically verifies that academic degree was earned from accredited institution and flags applicants where accreditation is not found.

- Allows single or open-continuous job postings with multiple locations and at multiple grades/series. Applicants select location preferences, from a list or a map. Only applicants who have selected the locations appear on the referral list for that location.
- Single job announcements covering multiple types of appointments and work schedules.
- "Combined Internal External Announcement" which places a statement on the vacancy announcement that indicates the vacancy is a combined announcement and applicants will be rated for all categories for which they are eligible. Referral lists are generated for each category (internal v. external) since different list rules apply.
- Career ladder announcements.
- Multiple series and inter-or multi-disciplinary announcements.
- The full range of Senior Executive, Senior Level, and other high level and "specialized" positions.
- Recruiter support, program management, prospect management, and event management.
- Survey of both applicants and managers to track satisfaction on every announcement
- Applicant status tracking. Including: contacted, interviewed, selected, accepted, declined location, declined salary, failed to reply, removed for qualifications determination, removed for suitability, and more.
- Communication with applicants via email and mail/merge hard copy notices throughout the process, as well as 24/7 applicant ability to look up status
- Email notifications to applicants to update applications and indicate continued availability and/or interest on Open Continuous announcements (the default update request is every 60 days) and automatic updates to the applicant pool based on the applicant's response.
- Warning notices delivered by email 72 hours before an announcement closes, to applicants who have started but not completed applying.
- Tracking/reporting on recruiting sources effectiveness including applicant flow and tracking of applicants from specific recruiting sources such as paid advertising and job fairs.

RRS Social Network Functionality and Integration

- Avue postings can be posted automatically to the Agencies Facebook, LinkedIn, and Twitter sites. Applicants can view the posting and, by logging into their Social Network account, can have their Avue profile populated from the information in their Social Network account. Applicants can share the postings within their network and provide feedback to social community on the position, agency opportunities, and the application process through these collaborative Web 2.0 features.

- Within the Avue site, Avue provides secure Social Media functionality where applicants can chat in real time, join talent communities, check their application status, participate in discussion forums, and analyze their skills.

Avue Operating System (AOS)

The Avue Operating System (AOS) is the platform for the entire Avue offering. AOS consists of the Avue operating infrastructure — user management, database and rules engines access, application server functionality, workflow, and system interfaces. In addition, AOS includes certain core software application functionality and database content in support of position classification, position management, employee skills surveys, workforce skills banks, and employee and manager self-service.

Position Management

AOS supports all activities relevant to position management — including job classification and pay — and completely automates the processes involved in creating and identifying the work in classified positions, also providing key documentation related to the position.

AOS uses sophisticated rules engines to determine relationships between duties, job classification, compensation level, and performance standards. After the analysis is complete, AOS produces a classified Position Description (as in the screenshot above), Evaluation Statement, Performance Plan, and Interview Tips for the manager. All of the documents listed are fully integrated to the major duties and responsibilities allocated to a position.

AOS is pay system-agnostic and supports agencies with a variety of different approaches including pay banding, excepted service, market-base pay, and pay for performance systems. On average, managers developing positions using AOS take only 10 minutes from start to finish. Avue edit capabilities allow users to edit any and all content, except for certain position grade controlling features. These features are write-protected and manager users are permitted to include or exclude them but not to edit the text itself. Should managers build positions and then exclude certain grade controlling features, the AOS module automatically recalibrates the position classification to take into account this affect. All edits are tracked, and documented in the position's history file or status log, with notations by date, time, and user.

AOS provides a side-by-side comparison of the original system-generated text and the edited text for ease in identifying edits by other users, such as HR professionals. This text edit tracking is also used by Avue and the client organization to view the type and substance of the edits, and make decisions about whether the edits indicate a substantive change or addition should be made to the core database for all users.

Special features are provided to authorized users based on user role and agency authorized permissions. These users, generally HR professionals, may override system generated job classification information, including factor levels, grade, series, title, and/or pay plan. System generated documents note the changes, they are also noted in the position's history or status log file, and they require the addition of remarks explaining the need for the override. Users conducting the override are noted along with the date and time of the action.

Position-related content is provided turnkey in the Avue database and made available immediately upon contract award. Any additions, customizations, or new development required for a specific organization are engineered from a wide variety of data sources. These sources include: existing position descriptions, master position records, vacancy announcements, crediting plans, individual development plans, position management policies, appropriate internal guides, and any special related policies or guidance – including governing appeal decisions, court decisions, and/or union requirements that apply to human resource issues to customize the occupational content. In addition, content development, editing, customization, or refresh efforts may include onsite desk audits, focus groups of subject-matter experts, work observation, occupational studies within the client organization, and interagency occupational studies.

- Avue's subscription is provided on an "all-you-can-eat" basis, so additions to the database continue to be developed to ensure coverage of all occupational series and specializations within a series.
- Avue's staff of content engineers is comprised of classification, staffing and position management experts who use a multipurpose job analysis methodology, and their extensive knowledge of particular occupational families, to customize existing content to reflect all organization-unique features of any position.
- Avue's content database has job-specific content for 100 percent of the government-wide occupations — and the database supports an extensive variety of specialized occupations developed to meet the occupational diversity of our client agencies.

At implementation, Avue builds position descriptions to cover all the master positions of record in the organization, as defined by the organization's payroll system, and then links positions to employees via the organizational hierarchy and payroll system interface. From this information, Avue provides a real-time, online organizational chart accessible by managers, administrative staff, and HR professionals to look up employee and position information with control over access to the type and detail viewed according each user's role and permissions granted.

Avue provides an online method in which agency managers, HR staff, and subject matter experts can provide input on the applicability of Avue occupational content to ensure it meets all client needs. Avue consults with the organization to determine the degree of rules engine customization required to accommodate particular policy issues, and to tune the grading algorithms to comply with agency policy, prior appeal decisions, and unique pay and classification systems. Avue assists organization decision makers in understanding the near- and long-term impacts of policy changes, including the human resource program and financial impacts.

As a position management tool, the online desk audit function is used to validate the duties and responsibilities of a position from the perspective of both the employee and supervisor. The online desk audit solicits and documents information for verification of the duties and responsibilities of a position, as well as to support occupational analysis, agency classification policies, and equity in compensation.

The Avue online desk audit tool can also be utilized to conduct a position management study of occupations by assessing the duties and responsibilities of each position. Employees can also document any additional duties performed that were not included in their official position descriptions. This supports agency efforts to design career ladders, establish new promotion patterns, assess workload distribution, determine whether to consolidate or decentralize activities, verify grade accuracy, validate work assignments to strategic goals, determine optimal position ratios, and other important functions.

Avue's system facilitates the transition to new compensation systems, such as pay banding, from existing Title 5 structures. Multiple approaches to compensation (pay banding, market-based pay, pay for performance) can be accommodated within a single Department-wide contract, with variances in rules and processes down to the location, occupation, mission, or other variable.

- Avue currently supports pay banding — a system that integrates a broadband classification system with a market-based or pay-for-performance system. Pay-banding classification systems define several job categories that group together job series describing similar work and meriting similar pay levels in the external market place. Within each job category, there are multiple career levels identified that reflect increasing degrees of responsibility and complexity.
- Avue also supports market-based compensation systems used to maintain comparability within a specific market or industry or within a specialized Federal government focus, such as financial regulatory agencies.
- AOS in conjunction with the Performance Optimization Module, or POM, supports performance-based pay systems.

Through the agency configuration process, Avue configures the business rules that generate the correct series, job category, career level and pay band for each position built.

Personnel Action Processing (PAR) and Payroll System Interfaces

The AOS provides the ability to combine data in the agency's PAR and/or payroll system with position data resident in the Avue system for real-time reporting and visibility on the agency's workforce. The combination of Avue data and payroll data provides a blended view of the workforce, linking positions and people and people to organizations. This blended information allows for superior visibility in the present day and permits trend analysis by combining historical data with current workforce demographics. Avue provides the ability to display this data in dashboard form, via the Avue Command Center (Avue's dashboard functionality), and report it using the Avue online reporting tools for both standard and ad hoc reporting. Avue's online, real-time, organizational charts are refreshed with each data exchange cycle and the information contained in it is updated based on personnel moves that have occurred. The same data is used for reports and the Avue Command Center (dashboard).

Workflow System (ASAP)

PLEASE NOTE: *The Avue Workflow system within AOS is optional and the rest of AOS can be deployed without the system.*

As the ASAP system generates work activities, users are notified of pending required actions by the workflow access points found in the Avue Navigator™. My Inbox, On Deck, and Watch List functions, along with concurrent notifications sent to each user's regular email system. These notify users of the need to go into the system and review and make appropriate decisions so that the next step in the process can move forward. The workflow is customized for each client and often for each business unit within the client organization.

Diversity of business process is a reality in large organizations and Avue has ensured that the system conforms to the client business process rather than forcing the client to conform to the software. In this way, the client enjoys the efficiencies of automated workflow without the difficulties of extensive, and often exhaustive, change management.

Avue's ASAP (Avue Service And Processing) is the component of Avue that provides the powerful, flexible and robust workflow and case tracking capabilities inherent in the Platform. ASAP is the only human resources system to include business activity monitoring and reporting as a standard system and service feature. ASAP also provides a means for the agency to see total workload, move transactions from overtasked specialists to under tasked specialists, and optimize processing to meet immediate demands. ASAP supports both collaboration workflows, such as for Vacancy Announcement request, creation and approval, and performance management and optimization, and transaction workflows, including feeding data to agency PAR processing systems. ASAP Workflows can be configured for any HR Business Process in the organization.

- Avue's workflow adapts to the agency, rather than the other way around. To best meet each client's needs, Avue maps each agency business process to produce an optimal process flow supporting the Subscriber's policies and practices.
- Avue's Virtualization capability provides each component of the organization the independence to use their own Business Processes, allowing the component to decide to use the global business processes or their own local processes. A key feature of site virtualization is that NBC can still extract system-wide reports that show all customers and their metrics without requiring that all customers adhere to the same business process.

- Process participants are linked to the workflow and designated roles, with security, permissions, and “actions” that are tailored to their various agency roles, and their roles in relevant events in the business process. Edits, additions, deletions, and participant changes are administered by the agency using the Avue System Administration function or, if desired, by Avue consultants, and are included in the client’s subscription fee.
- Mailboxes are used to allow multiple users to be assigned the responsibilities for steps in the process. Users with mailbox rights can grab the requests and process them, or can assign them for others to complete.
- Avue HR Functionality is linked right into the ASAP Workflow. Users performing a step using functionality within an Avue module, such as a Selecting Official reviewing a Vacancy Announcement prior to posting, jumps right into the appropriate location in the Avue module directly from ASAP or vice versa.
- Participants can make “in flight” adjustments to specific business transactions so that the process flow is not restricted to the predefined workflow.
    - Need to add an approval because of a special circumstance in a particular transaction? With ASAP a user can insert a new step into the process as necessary.
    - Need to redo a step? With ASAP a previous step can be repeated to collect additional information.
    - Need to get some information from someone else before you can complete your part? Rather than leaving the request in your own InBox, ASAP allows you to insert a step into the process and assign it to that person. Metrics are traced to the actual person that is to perform the next step.
    - Are there optional steps in the process that can be skipped for some actions? With ASAP, users can designate steps to skip manually, or based on the circumstances of the action, ASAP will skip steps automatically.

  This key feature ensures there is true collaboration in the process, with effective and time saving interactions between all participants that are captured online.
- Metrics are tracked for each process, event, and individual user to provide enterprise, business activity, process, and user metrics and reporting. Process monitoring allows the client to monitor workload distribution and track performance metrics on any covered business process. Workflow processing includes the capability to assign, delegate, and transfer work from one participant to another, either permanently or temporarily. In particular, for staffing, ASAP tracks the data necessary to prove the agency compliance with OPM’s 45-Day report and the new 80-day hiring end-to-end process roadmap.
- Workflows are changed in ASAP by adjusting configuration settings. The system is designed this way to avoid a need to have developers create solutions customized at the software code level for each client. Benefits of this approach include lower costs across the whole customer base because all Avue users leverage the same software, reduced maintenance cycle times because any software changes roll out across the entire user base, and functional user configuration using business rules that do not need to be translated to developers for implementation.

As the workflow system generates work activities, users are notified of pending actions by the workflow access points found in the Avue Navigator™. The Inbox, On Deck, and Watch List functions, along with concurrent notifications sent to each user's regular email system, notify users of the need to review and make appropriate decisions so that actions progress. The workflow is customized for each client and often for each business unit within the client organization. As the business process is performed, full tracking of the actions is performed, enabling the creation of a complete audit trail of all changes made during the process and to the elements of the process — e.g. the PD developed or the vacancy posting used over the course of the business process.

Diversity of business process is a reality in large organizations and Avue has ensured that the system conforms to the client business process rather than forcing the client to conform to the software. The flexibility starts with the Business Processes designed and implemented during deployment at each level of the organization, and continues with on-the-fly routing updates as a requests moves through the workflow. In this way, the client enjoys the efficiencies of automated workflow without the difficulties of extensive, and often exhaustive, change management.

Other AOS Capabilities

AOS includes employee skill survey capabilities that allow the client organization to maintain a complete inventory of the skills in its employee base for mission deployments, employee development, succession planning, workforce forecasting, recruitment skills banks, and training needs assessment. The AOS database includes all occupations, work activities, certifications, training, education, work history, languages, security clearances, and other competency categories. The skills survey is included in the AOS database and application functionality and is updated along with all content database additions, modifications, customizations, and labor market adjustments.

AOS also includes employee self-service access to HR tools such as position description lookup, and personal profiles such as career and applicant profiles.

Additional AOS Highlights

- All subject matter content, processing, policies, procedures, reporting, tracking, and real-time performance support required to effectively carry out an agency's position management and classification programs.
- Occupational database includes all General Schedule, Federal Wage System, and other recognized classification categories (such as research, supervisory, and work leaders).
- AOS database contains all occupational series, job activities/duties, classification factor statements, classification values (such as grades or points), related competencies, skills survey instrument data, related data used by other Avue modules, skills and abilities, applicant questionnaires, interview questions, behaviorally-based interview

benchmarks, performance elements and standards, and training and development activities.

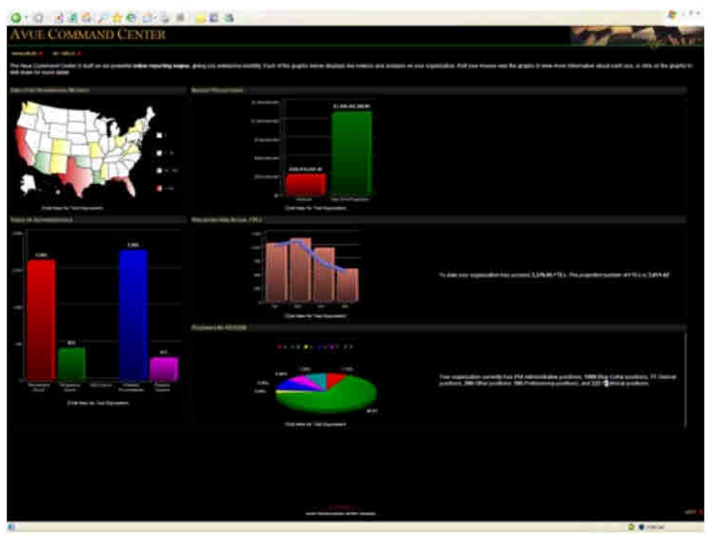
- Support across the full spectrum of classification and position management program activities.
- Audit trail documents associated with each position that include evaluation statements and document history logs including user activities, position edits, and any applicable classification overrides.
- Complete employee skills inventory including:
    - Occupational history.
    - Specific job activities.
    - Special projects and collateral duties.
    - Education, including verification of accreditation of higher education institutions.
    - Certifications, licenses, and specialized training including dates, type, and recertification.
    - Security clearances
    - Passport clearances
    - Military service, including military occupational specialty
    - Non-compensated work experience
    - Languages, including oral, written, and listening proficiency
    - Overseas experience by country and sector
- Creates all positions in all types of pay plans, including pay banding, market-based pay, mixed-series, mixed-grade, career ladder, supervisory, lead, senior level, interdisciplinary, research, and trainee positions.
- Provides ability to automatically create a career ladder from a single-grade position.
- Extensive library development and maintenance functions to provide approved positions for immediate use by managers.
- Includes a position description (with factor statements of Factor Evaluation System or any other classification standard), evaluation statement, and performance plan. All position documents can be edited and edits are tracked and visible online.
- Customized rules engines for titling practices and series assignment.
- The ability to share positions with associated users.
- Online desk audit.
- Online employee skill surveys.
- Bi-directional interface with personnel action processing (PAR) and payroll systems.
- Configurable position documents that allow organizations flexibility in determining the manner, style, and content of position information in forms other than traditional position descriptions.
- Full documentation in the system-generated evaluation statement that includes appropriate factors, levels assigned to factors, system-generated classifications, any overrides by type, required override remarks, and referenced published classification standards.
- A complete position description cover sheet, including the OF-8 as well as any agency-specific customization.

- Reporting capability that allows users to build standard and ad hoc reports from an array of report fields including:
    - Organizational location (including subdivisions).
    - FLSA status.
    - Competitive level codes.
    - Bargaining unit status.
    - Geographic location.
    - Position classification elements — e.g., title, series, grade, pay plan.
    - Supervisors and managers.
    - Date established.
    - Career ladder

Performance plans with elements tied to major duty areas, and standards automatically generated for plans distinguishing up to five levels of performance.

AVUE COMMAND CENTER (ACC) / *Reporting on an Enterprise Scale*

The Avue Command Center Online Reporting and Decision Support Module (ACC) represents the ultimate in enterprise-wide visibility on business operations for management decision support. The objective of ACC is to provide truly actionable information, rather than raw data, to line and senior managers at all levels of the organization. ACC provides visibility at the granular level all the way up to the big picture.



Key executives (e.g., CFO, CAO, CIO, CHCO) can set ACC to push information to managers that is critical for the accomplishment of organizational strategic plans and goals. Information is displayed in graphical form with the ability to drill down into subordinate data layers and tables. All data generated and reported can be exported into common desktop applications such as Microsoft Excel™ for further analysis.

ACC operates from a database of Avue data merged with elements compiled via Avue system interfaces. In addition, using Avue's Service Oriented Architecture (SOA), data can be accessed, compiled, processed, and transferred to further the accomplishment of a business process that crosses administrative or mission functions and different IT systems supporting those functions. In this way, comprehensive information is always available in real-time and reported via the Avue online reporting and graphics tools. ACC, by virtue of this merged database, is a breakthrough in management reporting tools.

Avue's component-based Service Oriented Architecture (SOA) facilitates integrations with external systems. At the core of Avue's SOA implementation is the Oracle BPEL Process Manager. This technology orchestrates the communications between the Avue solution and external systems. The J2EE and Oracle Middleware infrastructure underlying the Avue solution provides a number of open-standard integration technologies to support a variety of interfaces to external systems. The technologies and standards available in the Avue solution include:

- XML related technologies and standards: XML, XSLT, SOAP, UDDI, XML Schema, DTD, WSDL, BPEL, Namespaces, SAML, Web Services (WS) Security
- Database technologies: NET8, OPEN ANSI SQL/92
- Java technologies: Java Connector Architecture (JCA), JDBC, RMI
- Data transfer technologies: SMTP, SFTP, HTTP, HTTPS

ACC gives enterprise visibility in the following ways:

- Provides an executive dashboard with real-time data and metrics monitoring. Set to display information senior management wants pushed to its managers as well as data the manager elects to display on his/her personal dashboard, ACC ensures critical information about the workforce and mission is constantly accessible to managers making operational decisions in real-time. Program managers, such as HR Directors, also have an ACC that provides real-time metrics that track key program statistics including workload, workload distribution, over-standard tasks, and performance by staff.
- Builds on the features of the Avue Operating System. With ACC, payroll data and position information are joined together, permitting the user to construct ad-hoc reports on all data within the Avue system. Data imported from other systems, such as the finance and accounting systems, can be merged across administrative silos into one comprehensive database from which a large variety of reports are created.
- Includes graphing and data display tools that are ideal for making data come to life in ways that provide information, insight and the ability to take action.
- Produces data that can be easily "dumped out" into .csv files and saved should the user need to employ more rigorous analysis and modeling tools.

Avue. Smart technology for better management®.

AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST

GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

Special Item No. 132-8 Purchase of New Equipment
Special Item No. 132-12 Equipment Maintenance
Special Item No. 132-32 Term Software Licenses
Special Item No. 132-33 Perpetual Software Licenses
Special Item No. 132-34 Maintenance of Software as a Service
Special Item No. 132-50 Training Courses
Special Item No. 132-51 Information Technology Professional Services

SPECIAL ITEM NUMBER 132-8 PURCHASE OF NEW EQUIPMENT

FSC CLASS 7010 - SYSTEM CONFIGURATION

End User Computers/Desktop Computers
Professional Workstations
Servers
Laptop/Portable/Notebook Computers
Large Scale Computers
Optical and Imaging Systems
Other Systems Configuration Equipment, Not Elsewhere Classified

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

Printers
Display
Graphics, including Video Graphics, Light Pens, Digitizers, Scanners, and Touch Screens
Network Equipment
Other Communications Equipment
Optical Recognition Input/Output Devices
Storage Devices including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage
Other Input/Output and Storage Devices, Not Elsewhere Classified

FSC CLASS 7035 - ADP SUPPORT EQUIPMENT

ADP Support Equipment

FSC Class 7042 - MINI AND MICRO COMPUTER CONTROL DEVICES

Microcomputer Control Devices
Telephone Answering and Voice Messaging Systems

FSC CLASS 7050 - ADP COMPONENTS

ADP Boards

FSC CLASS 5995 - CABLE, CORD, AND WIRE ASSEMBLIES: COMMUNICATIONS EQUIPMENT

Communications Equipment Cables

FSC CLASS 6015 - FIBER OPTIC CABLES

Fiber Optic Cables

FSC CLASS 6020 - FIBER OPTIC CABLE ASSEMBLES AND HARNESSES

Fiber Optic Cable Assemblies and Harnesses

FSC CLASS 6145 - WIRE AND CABLE, ELECTRICAL

Coaxial Cables

FSC Class 5805 - TELEPHONE AND TELEGRAPH EQUIPMENT

Telephone Equipment
Audio and Video Teleconferencing Equipment

FSC CLASS 5810 - COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS

Communications Security Equipment

FSC CLASS 5815 - TELETYPE AND FACSIMILE EQUIPMENT

Facsimile Equipment (FAX)

FSC CLASS 5820 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, EXCEPT AIRBORNE

Two-Way Radio Transmitters/Receivers/Antennas
Broadcast Band Radio Transmitters/Receivers/Antennas
Microwave Radio Equipment/Antennas and Waveguides
Satellite Communications Equipment

FSC CLASS 5821 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, AIRBORNE

Airborne Radio Transmitters/Receivers

FSC CLASS 5825 - RADIO NAVIGATION EQUIPMENT, EXCEPT AIRBORNE

Radio Navigation Equipment/Antennas

FSC CLASS 5826 - RADIO NAVIGATION EQUIPMENT, AIRBORNE

Airborne Radio Navigation Equipment

FSC CLASS 5830 - INTERCOMMUNICATION AND PUBLIC ADDRESS SYSTEMS, EXCEPT AIRBORNE

Pagers and Public Address Systems (wired and wireless transmissions, including background music systems)

FSC CLASS 5841 - RADAR EQUIPMENT, AIRBORNE

Airborne Radar Equipment

FSC CLASS 5895 - MISCELLANEOUS COMMUNICATION EQUIPMENT

Miscellaneous Communications Equipment

- Installation (FPDS Code N070) for Equipment Offered
- Deinstallation (FPDS N070)
- Reinstallation (FPDS N070)

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.

SPECIAL ITEM NUMBER 132-12 - EQUIPMENT MAINTENANCE

FSC/PSC Class J070 - Maintenance and Repair Service)(Repair Parts/Spare Parts - See FSC Class for basic equipment)
FSC/PSC Class J058 – Maintenance and Repair of Communication Equipment

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SPECIAL ITEM NUMBER 132-32 - TERM SOFTWARE LICENSES

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service – which is categorized under a difference SIN (132-34).

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

Microcomputers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interfaces may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at http://www.core.gov.

SPECIAL ITEM NUMBER 132-33 - PERPETUAL SOFTWARE LICENSES

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked

Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

- Large Scale Computers
  - Operating System Software
  - Application Software
  - Electronic Commerce (EC) Software
  - Utility Software
  - Communications Software
  - Core Financial Management Software
  - Ancillary Financial Systems Software
  - Special Physical, Visual, Speech, and Hearing Aid Software
- Microcomputers
  - Operating System Software
  - Application Software
  - Electronic Commerce (EC) Software
  - Utility Software
  - Communications Software
  - Core Financial Management Software
  - Ancillary Financial Systems Software
  - Special Physical, Visual, Speech, and Hearing Aid Software

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at http://www.core.gov.

SPECIAL ITEM NUMBER 132-34 - MAINTENANCE OF SOFTWARE AS A SERVICE

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially.

Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

SPECIAL ITEM NUMBER 132-50 - TRAINING COURSES (FPDS Code U012)

SPECIAL ITEM NUMBER 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D301 IT Facility Operation and Maintenance
FPDS Code D302 IT Systems Development Services
FPDS Code D306 IT Systems Analysis Services
FPDS Code D307 Automated Information Systems Design and Integration Services
FPDS Code D308 Programming Services
FPDS Code D310 IT Backup and Security Services
FPDS Code D311 IT Data Conversion Services

FPDS Code D313	Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
FPDS Code D316	IT Network Management Services
FPDS Code D317	Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

Carahsoft Technology, Corp.
12369 Sunrise Valley Drive, Suite D-2, Reston, VA 20191
(703) 871-8500 (main)
(703) 871-8505 (fax)
www.carahsoft.com

Contract Number: GS-35F-0119Y

Period Covered by Contract: December 20, 2011 through December 19, 2016

General Services Administration
Federal Acquisition Service

Pricelist current through Mod 084, dated 05/16/2012

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (http://www.gsaadvantage.gov).

carahsoft
technology corp

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INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

[X] The Geographic Scope of Contract will be domestic and overseas delivery.
[ ] The Geographic Scope of Contract will be overseas delivery only.
[ ] The Geographic Scope of Contract will be domestic delivery only.

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:
48 CONUS, Alaska, Hawaii & Puerto Rico

2. Contractor's Ordering Address and Payment Information:

Carahsoft Technology, Corp.
12369 Sunrise Valley Drive, Ste. D2
Reston, VA 20191

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

(703) 871-8500 or 1-866-662-2724 (toll free)

When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule Contract
Block 16: Data Universal Numbering System (DUNS) Number: 08-8365767
Block 30: Type of Contractor: B

Block 31: Woman-Owned Small Business - No
Block 37: Contractor's Taxpayer Identification Number (TIN): 52-2189693
Block 40: Veteran Owned Small Business (VOSB): N/A

4a. CAGE Code: 1P3C5
4b. Contractor has not registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-8	30Days
132-12	30Days
132-32	30Days
132-33	30Days
132-34	30Days
132-50	30Days
132-51	30Days

Expedited/2 Day delivery is available for an extra fee

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

a. Prompt Payment: 0% - 30 days from receipt of invoice or date of acceptance, whichever is later.

b. Quantity – None.

c. Dollar Volume – None.

d. Other Special Discounts – None.

8. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

Not available within the scope of this contract.

10. Small Requirements: The minimum dollar of orders to be issued is $100.00

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

a. The Maximum Order for the following Special Item Numbers (SINs) is $500,000:

Special Item Number 132-8 - Purchase of Equipment

Special Item Number 132-12 - Equipment Maintenance

Special Item Number 132-32 - Term Software Licenses

Special Item Number 132-33 - Perpetual Software Licenses

Special Item Number 132-34 - Maintenance of Software as a Service

Special Item Number 132-51 - Information Technology Professional Services

b. The Maximum Order for the following Special Item Numbers (SINs) is $25,000:

Special Item Number 132-50 - Training Courses

c. The Maximum Order for the following Special Item Numbers (SINs) is $1,000,000:

Special Item Number 132-60A-F – Access Certificates for Electronic Services (ACES) Program
Special Item Number 132-61 – Public Key Infrastructure (PKI) Shared Service Provider (SSP) Program
Special Item Number 132-62 – HSPD-12 Product and Service Components

d. The Maximum Order for the following Special Item Numbers (SINs) is $150,000:

Special Item Number 132-100 - Ancillary Supplies and/or Services

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).15.CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

(1) Manufacturer;
(2) Manufacturer's Part Number; and
(3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is http://www.gsaadvantage.gov

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

(1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));

(2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;

(3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and

(4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

(1) Time of delivery/installation quotations for individual orders;

(2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

The Geographic Scope of Contract will be domestic and overseas delivery

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of $2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act apply.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. SECTION 508 COMPLIANCE.

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): www.carahsoft.com

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _______ dated _______. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at http://www.core.gov.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY NEW EQUIPMENT (SPECIAL ITEM NUMBER 132-8)

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

a. INSTALLATION. When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

See Attached Price Schedule

b. INSTALLATION, DEINSTALLATION, REINSTALLATION. The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of $2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act apply.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or SIN 132-9.

c. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

The Manufacturers standard commercial warranty applies and that warranty is notated every manufacturer product line in the pricelist.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

Carahsoft Technology Corporation
12369 Sunrise Valley Drive, Ste D-2
Reston, VA 20191

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, RADIO/TELEPHONE EQUIPMENT, (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT (SPECIAL ITEM NUMBER 132-12)

1. SERVICE AREAS

a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a 25 mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.

b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

Carahsoft Technology Corporation
12369 Sunrise Valley Drive, Suite D-2
Reston, VA 20191

Or, manufacturer support center as listed on the order

2. MAINTENANCE ORDER

a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.

b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lessor period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.

c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.

e. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.

b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

Repair service and repair parts/spare parts are not available under the scope of this contract.

4. LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

5. SCOPE

a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.

b. Equipment placed under maintenance service shall be in good operating condition.

(1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.

(2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.

(3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.

b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.

c. If the Ordering Activity desires a factory authorized/certified service personnel then this should be clearly stated in the task or delivery order.

7. RESPONSIBILITIES OF THE CONTRACTOR

a. For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

b. If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Agency and the Contractor.

8. MAINTENANCE RATE PROVISIONS

a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

b. REGULAR HOURS

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

c. AFTER HOURS

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

d. TRAVEL AND TRANSPORTATION

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be negotiated at the Task Order level.

None

e. QUANTITY DISCOUNTS

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below:

Quantity Range	Discounts
N/A Units	0 %
N/A Units	0 %
N/A Units	0 %

9. REPAIR SERVICE RATE PROVISIONS

a. CHARGES. Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.

b. MULTIPLE MACHINES. When repairs are ordered by a ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

c. TRAVEL OR TRANSPORTATION

(1) AT THE CONTRACTOR'S SHOP

(a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.

(b) The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

(2) AT THE ORDERING ACTIVITY LOCATION (Within Established Service Areas)

When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates listed.

(3) AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas)

(a) If repairs are to be made at the ordering activity location, and the location is outside the service area as shown in paragraph 1.a, the repair service and mileage rates negotiated per subparagraphs 1.a and 8.d will apply.

(b) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. LABOR RATES

(1) REGULAR HOURS

The Regular Hours repair service rates listed herein shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.

(2) AFTER HOURS

When the ordering activity requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the ordering activity location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of the Contractor.

(3) SUNDAYS AND HOLIDAYS

When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates listed herein shall apply. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of the Contractor on Sundays or Holidays observed at the ordering activity location, the Regular Hours and/or After Hours repair service rates, as applicable, shall apply.

REPAIR SERVICE RATES

LOCATION	MINIMUM CHARGE*	REGULAR HOURS PER HOUR**	AFTER HOURS PER HOUR**	SUNDAYS AND HOLIDAYS PER HOUR
CONTRACTOR'S SHOP	_______	_________	_________	__________
ORDERING ACTIVITY LOCATION (WITHIN ESTABLISHED SERVICE AREAS)	_______	_________	_________	__________
ORDERING ACTIVITY LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)	_______	_________	_________	__________

*MINIMUM CHARGES INCLUDE ___ FULL HOURS ON THE JOB.

**FRACTIONAL HOURS, AT THE END OF THE JOB, WILL BE PRORATED TO THE NEAREST QUARTER HOUR

Repair service is not covered under the scope of this contract.

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated ______________, at a discount of ______% from such listed prices.

Repair parts/spare parts are not covered under the scope of this contract.

11. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of _________________

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period _________________

Repair service and repair parts/spare parts are not covered under the scope of this contract.

12. INVOICES AND PAYMENTS

a. Maintenance Service

(1) Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

b. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

Repair service and repair parts/spare parts are not covered under the scope of this contract.

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

The Manufacturers standard commercial warranty applies and that warranty is notated every manufacturer product line in the pricelist.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 888-662-2724 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8 AM Eastern Time to 5 PM Eastern Time.

4. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type) :

__________ 1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

__________ 2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

5. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to __________% of all term license payments during the period that the software was under a term license within the ordering activity.

Not available under the scope of this contract.

7. TERM LICENSE CESSATION

a. After a software product has been on a continuous term license for a period of ___________ * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number l32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

Not available under the scope of this contract.

8. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend

9. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

11. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

Not available under the scope of this contract.

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TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 132-50)

1. SCOPE

a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.

b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING

a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.

b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.

c. The ordering activity reserves the right to substitute one student for another up to the first day of class.

d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support or online support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING

a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.

b. **If applicable** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.

c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.

d. The Contractor shall provide the following information for each training course offered:

(1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);

(2) The length of the course;

(3) Mandatory and desirable prerequisites for student enrollment;

(4) The minimum and maximum number of students per class;

(5) The locations where the course is offered;

(6) Class schedules; and

(7) Price (per student, per class (if applicable)).

e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

9. "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

Not Offered

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TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)

*******NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.***

1. SCOPE

a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT/IAM Professional Services within the scope of this Information Technology Schedule.

b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.

b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d. Any Contractor travel required in the performance of IT/IAM Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS –COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT/IAM Professional Services.

9. INDEPENDENT CONTRACTOR

All IT/IAM Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

"Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

"Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT/IAM Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

(1) The offeror;

(2) Subcontractors; and/or

(3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT/IAM PROFESSIONAL SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT/IAM Service offered under Special Item Numbers 132-51 IT/IAM Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT/IAM Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

The following is an example of the manner in which the description of a commercial job title should be presented:

EXAMPLE: Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

Minimum Education: Bachelor's Degree in Computer Science

Carahsoft Technology Corporation

Base Period **YEAR 1**

Commercial Labor Category	**Proposed GSA Schedule Rate without IFF**	**Proposed GSA Schedule Rate with IFF**
Consulting Engineer (CON-CE)	$198.50	$200.00
Senior Information Architect (CON-SIA)	$248.13	$250.00
Senior Consulting Engineer (CON-SCE)	$228.28	$230.00
Senior Project Manager (CON-SPM)	$242.74	$244.57
Information Architect (CON-IA)	$193.54	$195.00
Project Manager (CON-PM)	$193.54	$195.00

Carahsoft will submit yearly escalation requests in accordance with the EPA clause I-FSS-969, paragraph (b)(2). The escalation will be based upon the Employment Cost Index.

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technology corp

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Carahsoft Technology Corporation provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact **Craig P. Abod, Phone: 703-871-8500, email: cpa@carahsoft.com, Fax: 703-935-8505.**

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BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) ____________________.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity	Date	Contractor	Date

BPA NUMBER____________

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s)____________, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _________________________.

(4) This BPA does not obligate any funds.

(5) This BPA expires on ________________ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

(a) Name of Contractor;

(b) Contract Number;

(c) BPA Number;

(d) Model Number or National Stock Number (NSN);

(e) Purchase Order Number;

(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

****

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BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

ATTACHMENT 1 –AUTHORIZED PARTICIPATING DEALERS

Carahsoft certifies that all dealers participating in the performance of this contract have agreed that their performance will be in accordance with all terms and conditions of this GSA Schedule.

For the complete listing of authorized participating dealers please see:

http://www.carahsoft.com/contracts/participatingdealers2/

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ATTACHMENT 2 - Approved IT Manufacturers

Approved IT Manufacturers:

10GEN	Acquia	Actiance	Adobe	Application Security
Avue	Blackduck	Cleversafe	Cloudera	Cyber-Ark
Datameer	EMC	Esync Training	EVGA	F5
GlobalSCAPE	HP	Hytrust	Ikanow	Illume
Imation	Imprivata	IQM2	Kofax	KZO Innovations
Mark Logic	Miserware	MPower	Nimble	OC Systems
Oculis	PixLogic	Progress	Quantum4D	Real Eyes
Recorded Future	Salesforce.com	SAP	Seros	SOA
Symantec	TerraGo	Tetra4D	Thetus	ThinLaunch
Viewfinity	XCEND	Xsigo		

Department of Energy

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

SECURITY AND CONTINUITY OF OPERATIONS

November 5, 2013

In reply refer to: NN-1

Dan Seligman
Columbia Research Corporation
PO Box 99249
Seattle, WA 98139

FOIA #BPA-2014-00042-F

Dear Mr. Seligman:

This is a partial release to your request for records that you made to the Bonneville Power Administration (BPA), under the Freedom of Information Act (FOIA), 5 U.S.C. 552.

You requested the following:
"1. A copy of the RFP used by BPA to select Avue Technologies.
2. A copy of the Avue Technologies contract (including the scope of work).
3. Records, including emails, from BPA to Avue Technologies directing, permitting or approving Avue Technologies to prepare the September 27, 2013, report entitled "BPAs DOE/OPM DE Audit Analysis and Recommendations"."

Response:
BPA is releasing the RFP used to select Avue Technologies in its entirety.

The Avue Technologies contract has been sent to them of an Exemption 4 review and will be forwarded when that review is complete.

We are still gathering the documents requested under item 3 of your request. We hope to complete our search not later than Friday, November 8. Please note that any records found that originate from Avue Technologies will need to undergo an Exemption 4 review as well.

Please contact Kim Winn, FOIA Specialist, at 503-230-5273 with any questions about this letter.

Sincerely,

/s/Christina J. Munro
Christina J. Munro
Freedom of Information/Privacy Act Officer

Enclosure: CD

Instructions to Offerors

Talent Acquisition System

Bonneville Power Administration

Last Updated: 2/6/2012

Version 1.4

Table of Contents

1 RESPONSE GUIDELINES AND INSTRUCTIONS

1.1 Purpose of the Request for Offer (RFO)

The purpose of this Request for Offer is to gather information that will assist BPA with selecting a Talent Acquisition System. The Talent Acquisition System will support the Federal hiring environment and more effective competition for talent that supports BPA's business continuity over time. Key factors that will be considered for selecting the solution include:

- Overall fit to requirements
- Efficiency and effectiveness of use
- Reliance on configuration rather than customization of the application
  - BPA intends to use a standard, non-customized version of the software, which is easily upgradeable.
  - BPA is willing to consider extensions isolated from the source code to preserve the upgrade path.
  - Alternatively, BPA is willing to consider enhancements that become part of the standard product offering.
- Integration capabilities with existing BPA Systems and Infrastructure
- Total Cost of Ownership over the life of the application

BPA will consider responses for both SaaS and On-premise solutions.

1.2 RFO Submission and Evaluation Schedule

The following table summarizes the anticipated critical dates associated with this RFO. This list is provided merely as a general guide, and is subject to change:

Date	Activity
Monday 2/13/2012	BPA issues RFO to Vendors.
Friday 2/17/2012 5:00 pm PST	Vendors notify BPA of intent to Bid.
Friday 2/17/2012 5:00 pm PST	Vendors submit questions regarding the RFO, referencing the section and question # to be clarified.
Thursday 2/23/2012 5:00 pm PST	BPA provides a consolidated list of Vendor questions and BPA responses to all Vendors.
Friday 3/9/2012 4:00 pm PST	Vendor RFO responses due to BPA.
Friday 3/16/2012 5:00 pm PST	BPA will notify Vendor's that will be asked to provide on-site Demo's
Monday 4/9/2012 – Thursday 4/12/2012	Vendor On-site Demo's (all day)
Monday 4/23/2012	Evaluation period ends and notice of intent

Date	Activity
	to award issued
Monday 5/21/2012	Negotiation of contract completed.
Monday 6/4/2012	Work commences.

1.3 General RFO Rules

- **"Quiet Period"**: There should be **no contact** whatsoever between BPA and potential vendors in the 30 days prior to the RFO being issued. This is to avoid the appearance of unequal treatment of vendors, which could result in a protest and adversely impact project implementation schedules.
- Vendors are instructed to channel all communications, contacts and questions regarding this RFO through the BPA Contracting Office as identified in this document. **Discussion with other parties within or associated with BPA without permission from the BPA Contracting Officer may result in disqualification from selection of a vendor.**
- All Vendor submissions are to be submitted to the BPA Contracting Officer (CO).
- All dates requesting submission of offers to BPA should be received by 4PM PST.
- BPA reserves the right to extend the RFO schedule or suspend activities identified at any time.
- In addition to the RFO, the BPA evaluation team may seek to confirm or clarify any information provided through contacting or visiting customers served by the Vendor.
- The BPA CO will notify Vendor regarding BPA's request for additional information.
- A request for additional information will only indicate BPA's interest in further evaluation of the proposed product.
- Offers shall be valid for a minimum of **90** days from the date the offers are due.
- Vendors will not contact BPA's vendor selection advisor, Forrester Research, regarding the BPA Talent Acquisition System vendor selection process between the time of the "Quiet Period" and the signing of a contract for this RFO.

1.4 Confidential Agreement

Bidders may be required to enter into a mutual Confidentiality Agreement with BPA as some information provided during the bidding process is considered confidential and secure.

1.5 Internal Controls Review

The selected Vendor will be required to provide documentation regarding the Vendor's IT infrastructure general controls, to be evaluated by BPA for compliance with Federal regulations for this type of information, including FISMA/ NIST and Privacy Act applicable standards. The documentation will need to be available to be reviewed on an regular basis, as determined by BPA.

1.6 Vendor Proposal Instructions

The following identifies the attributes of interest that must be addressed in your offer submitted to BPA for evaluation. All offers must address the areas described below:

1. Business Proposal:
    a. Vendor and product information. (Section 2.1).
    b. Completed Schedule of Prices (Section 2.2). **Please be aware that BPA is open to alternative approaches or suggested changes to scope and/or deliverables based on the vendor's experience and judgment. Such suggested changes should be priced separately from the core business solution proposal.**
    c. Representations and Certifications. (See Attachment 2 of this RFO).
    d. Completed and signed Request for Offers and Awards (see Attachment 5 of this RFO).
    e. Information to ascertain and verify your company's financial condition. This includes audited financial statements for the past 3 years for public companies. BPA will consider alternative financial data from companies that are privately-held entities, including annual revenues, employee headcount, profitability, credit information, and banking references.
    f. Describe your electric utility experience in talent acquisition, if applicable.
    g. Provide three Federal references for similar projects performed by your company within the past three years.
    h. Provide links to relevant example projects (preferably in the federal sector) if possible and describe the levels of customization that were required for the referenced projects.
    i. Provide the resumes of any Key Personnel who will be assigned to this agreement.

2. Functional/Technical Proposal:
    a. Functional Requirements proposal responses should be submitted in the Response Appendix as described in the Statement of Work (SOW).
    b. Technical Requirements proposal responses should be submitted in the Response Appendix as described in the SOW.
    c. Security Requirements proposal responses should be submitted in the Response Appendix as described in the SOW.
    d. Security Questions proposal responses should be submitted in the Response Appendix as described in the SOW.
    e. Data Management and Models Questions proposal responses should be submitted in the Response Appendix as described in the SOW.
    f. Service Support Approach and Plan Questions proposal responses should be submitted in the Response Appendix as described in the SOW
    g. Timeline proposal responses should be submitted in the Response Appendix as described in the SOW.
    h. Implementation Approach Questions proposal responses should be submitted in the Response Appendix as described in the SOW.
    i. Training Questions proposal responses should be submitted in the Response Appendix as described in the SOW.
    j. Operations and Maintenance Questions proposal responses should be submitted in the Response Appendix as described in the SOW.
    k. Customer Service Questions proposal responses should be submitted in the Response Appendix as described in the SOW.

3. Implementation proposal responses should be submitted in the Response Appendix as described in the SOW.

4. Scripted demonstrations may be required during proposal evaluation. If demonstrations are required, the Contracting Officer will contact Vendors to schedule a time. BPA anticipates that the demonstration will take up to 1 day. The scripts for the demonstration will be furnished to the Vendor at least 5 business days prior to the scheduled demonstration time. Vendors will be required to be onsite for the demonstration, and the software demonstration must be performed using a live system.

1.7 Submission Methods

Offerors are to submit one (1) electronic copy of their proposal to BPA, Winston Young, by 3:00 pm PDT, on March 2, 2012. The electronic copy will be in the same electronic format as the RFO sent by BPA to the Offerors (e.g., Microsoft Word, Microsoft Excel or .pdf). Please be sure to send the Response Appendix back as an Excel document.

2 EXHIBITS

2.1 Exhibit A: Vendor and Product Information Template

The following information will provide BPA a high-level overview of your company. Please note that any responses provided in your response to this RFO will become part of BPA's official records.

Ref.	Requested Information	Vendor Response
1	Corporate Name.	
2	Corporate Headquarters Address.	
3	Primary contact (name, address, email address, phone number).	
4	Number of employees.	
5	Capitalization of company - public or privately held. If publicly held, please provide stock symbol. If privately held, please provide major investors.	
6	List affiliates of the company, including parent company and subsidiaries.	
7	For the last 3 years, provide company's audited financial statements for publicly held corporations. BPA will consider alternative financial data from companies that are privately-held entities, including annual revenues, employee headcount, profitability, credit information, and banking references.	
8	For the last 5 years, list corporate actions affecting the capitalization of the company. Corporate actions include sale/acquisition (assets or equity), issuance of equity, bankruptcy filing, company name change and other changes affecting the capitalization of the company.	

Ref.	Requested Information	Vendor Response
9	For the last 5 years, list all litigation related to the company or its predecessors as a plaintiff or defendant. Please indicate status of litigation (filed, settled or judgment).	
10	Provide the names of software products and modules referenced in your response.	
11	Provide the version number and release date of software product and modules referenced in your response.	
12	Provide # of years the software product and modules has been in use by clients in production.	
13	For the software product and modules referenced in your response: • List five (5) established reference customers (3 must be U.S. Federal sector clients), i.e., customers that have been using the system for at least one full year, providing the following information: – Customer name – Customer contact name, email and phone number – Year of installation – Software version (original and current for product and modules) – Indication whether customer is on maintenance. – Deployment methods: SaaS vs. vendor hosted (dedicated instance) vs. non-hosted (runs on customer's hardware) environment • Provide the total number of active customers in the Federal	

Ref.	Requested Information	Vendor Response
	customer base. • Number of customers that are operating in a hosted (SaaS) vs. non-hosted (runs on customer's hardware) environment	
14	If implementation not managed by Vendor's own professional services organization, provide list of implementation partners. (include contracting relationships and country of operations). Note: BPA expects that selected vendor will provide implementation services, if otherwise, BPA will require additional disclosure on who will be implementing.	
15	List the documentation and electronic system support tools provided to clients as part of the licensed product. Please indicate any additional costs related to the documentation and electronic support tools.	
16	Describe methods for reporting transactions (vendor provided standard reports, reporting services and/or reporting tables, DB access/ad hoc queries).	
17	Describe your systems online help and documentation.	

2.2 **Exhibit B: Pricing Sheet Template**

All pricing should be done within the pricing sheet template provided below. If adjustments need to be made to the template below in order to accurately reflect pricing, please feel free to add additional lines or provide comments. Please justify each cost with any necessary assumptions.

1. Pricing must be fully comprehensive and complete. Additional information and backup detail should be attached as appropriate.
2. The Proposals, including price quotations, are firm offers and must remain firm for at least one hundred twenty (120) days from date Proposals are due. Vendor shall extend this time period while the parties are engaged in negotiations of the contract.
3. ALL COSTS MUST BE CURRENT AND FIRM.
4. For all proposed pricing, do not supply a range of rates/costs; rather, propose prices in firm dollars.
5. All one-time and recurring costs and underlying assumptions must be clearly and fully disclosed.

Component	**Pricing**	**Detailed Description**
Annual subscription (Inclusive of software usage, software maintenance, user support, application enhancements and upgrades, application hosting and management). Assume an active head count of 3,100 employees. Please list modules included and metrics used to arrive at price.	$________	
Implementation Services (Assumptions made need to match up to vendor responses in the Timeline and Implementation Approach worksheets found in the Response Appendix). Please include the cost breakdown by task or phase as appropriate.	$________	
Travel costs associated with Implementation Services	$________	
Training costs (Assumptions made in regards to role and type of training should match up to vendor responses on the Training worksheet found in the Response Appendix)	$________	

Component	Pricing	Detailed Description
Additional fees or charges that apply to the project scope, including one-time set-up charges, transactional costs, ancillary services, third-party products, sourcing charges, etc. Please itemize all such costs.	$________	

U. S. Department of Energy
Bonneville Power Administration

Vendor Guide for Applying Federal Information Security Management Act (FISMA) of 2002 to BPA Contracted Services

January 2012

Section One: Background

The Office of Management and Budget (OMB) memorandum M-11-33 dated August 24th, 2011, "FY 2011 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management"; requires that each Federal agency ensure their contractors are abiding by FISMA requirements. Section 3544(a)(1)(A)(ii) describes Federal agency security responsibilities as including "information systems used or operated by an agency or by a contractor of an agency or other organization on behalf of an agency." Section 3544(b) requires each agency to provide information security for the information and "information systems that support the operations and assets of the agency, including those provided or managed by another agency, contractor, or other source." This may include services which are either fully or partially provided, including agency hosted, outsourced, and software-as-a-service (SaaS) type solutions; cloud computing, supplies and materials.

This guide provides potential vendors of the Bonneville Power Administration (BPA) with BPA's requirements for fulfilling the OMB requirement for abiding by FISMA. These BPA requirements will be incorporated into the procurement contract through terms and conditions or through descriptions contained into the Statement of Work (SOW) that becomes part of the contract.

Section Two: Security Authorization Process

The first step of the security authorization process is to categorize the system using Federal Information Processing Standards (FIPS) 199, *Standards for Security Categorization of Federal Information and Information Systems*. BPA will provide the system categorization level in the request for offers (RFO).

The system categorization documents the confidentiality, integrity and availability needs for the information system. These needs will drive the protective measures that the vendor will have to put in place. It will be used to guide the vendor in the selection of appropriate controls as identified in NIST SP800-53 revision 3. During the vendor offer review, the provided control documentation will be reviewed by BPA for applicability.

The FISMA defines three security objectives for information and information systems:

CONFIDENTIALITY
"Preserving authorized restrictions on information access and disclosure, including means for protecting personal privacy and proprietary information…" [44 U.S.C., Sec. 3542]
A loss of *confidentiality* is the unauthorized disclosure of information.

INTEGRITY
"Guarding against improper information modification or destruction, and includes ensuring information non-repudiation and authenticity…" [44 U.S.C., Sec. 3542]

A loss of *integrity* is the unauthorized modification or destruction of information.

AVAILABILITY

"Ensuring timely and reliable access to and use of information…" [44 U.S.C., SEC. 3542]

A loss of *availability* is the disruption of access to or use of information or an information system.

The categorization of the information using FIPS 199 by BPA will determine which controls need to be used by the vendor to protect the information. An example of this can be found in the table below:

Category	Definition	This System's Level
Confidentiality	The system contains information that requires protection from unauthorized disclosure.	Low
Integrity	The system contains information that must be protected from unauthorized, unanticipated, or unintentional modification.	Moderate
Availability	The system contains information or provides services that must be available on a timely basis to meet mission requirements or to avoid substantial losses.	Low

The overall categorization of the system will always default to the highest overall rating; in this case ***moderate***.

Section Three: Using NIST 800-53rev3 Controls

The National Institute of Standards and Technology has published a Special Publication 800-53; Recommended Security Controls for Federal Information Systems and Organizations (SP800-53rev3). The vendor will use this publication to identify how BPA's information will be protected and at what level. The publication has low, moderate and high designations for each control that correspond to the FIPS 199 data categorization. BPA will provide the data categorization, as indicated in section two of this guide. The controls documentation provided by the vendor is required critical information. It allows BPA to enter into a contractual agreement with the vendor and allows BPA's authorizing official to grant an authority to operate (ATO) for the solution/service.

Please see below for an example:

SECURITY CONTROL BASELINES

CNTL NO.	CONTROL NAME	PRIORITY	CONTROL BASELINES		
			LOW	MOD	HIGH
Access Control					
AC-1	Access Control Policy and Procedures	P1	AC-1	AC-1	AC-1
AC-2	Account Management	P1	AC-2	AC-2 (1) (2) (3) (4)	AC-2 (1) (2) (3) (4)
AC-3	Access Enforcement	P1	AC-3	AC-3	AC-3
AC-4	Information Flow Enforcement	P1	Not Selected	AC-4	AC-4
AC-5	Separation of Duties	P1	Not Selected	AC-5	AC-5
AC-6	Least Privilege	P1	Not Selected	AC-6 (1) (2)	AC-6 (1) (2)
AC-7	Unsuccessful Login Attempts	P2	AC-7	AC-7	AC-7
AC-8	System Use Notification	P1	AC-8	AC-8	AC-8
AC-9	Previous Logon (Access) Notification	P0	Not Selected	Not Selected	Not Selected
AC-10	Concurrent Session Control	P2	Not Selected	Not Selected	AC-10
AC-11	Session Lock	P3	Not Selected	AC-11	AC-11
AC-12	Session Termination (Withdrawn)	---	---	---	---
AC-13	Supervision and Review—Access Control (Withdrawn)	---	---	---	---
AC-14	Permitted Actions without Identification or Authentication	P1	AC-14	AC-14 (1)	AC-14 (1)
AC-15	Automated Marking (Withdrawn)	---	---	---	---
AC-16	Security Attributes	P0	Not Selected	Not Selected	Not Selected
AC-17	Remote Access	P1	AC-17	AC-17 (1) (2) (3) (4) (5) (7) (8)	AC-17 (1) (2) (3) (4) (5) (7) (8)
AC-18	Wireless Access	P1	AC-18	AC-18 (1)	AC-18 (1) (2) (4) (5)
AC-19	Access Control for Mobile Devices	P1	AC-19	AC-19 (1) (2) (3)	AC-19 (1) (2) (3)
AC-20	Use of External Information Systems	P1	AC-20	AC-20 (1) (2)	AC-20 (1) (2)
AC-21	User-Based Collaboration and Information Sharing	P0	Not Selected	Not Selected	Not Selected
AC-22	Publicly Accessible Content	P2	AC-22	AC-22	AC-22

Using the original example that categorized the data as moderate, the vendor will use the column marked MOD to identify those controls that must be mitigated. There are some controls, such as AC-9 Previous Logon (Access) Notification, that indicates "Not Selected". The vendor will only provide responses for those controls not marked with "Not Selected". The term "not selected" has been applied by NIST as a means on conveying that it is not necessary to provide information on the mitigation of that particular control.

DEFINITIONS of the SF-52 Tracking Dates in the 9 Phases of the Time-to-Hire Tracking Reports

Note: The definitions on pages 1 and 2 refer to the "actual dates" versus "derived dates" as defined in the hiring scenarios on page 3 of this job aid. Please be aware that the end date of one phase is the start date of the next phase. To ensure the accuracy of the data entered into the SF-52 System, HR specialists will need to record the dates for each hiring action using the definitions (pages 1 and 2) as an initial guide, but relying on the hiring scenarios (page 3) for the final determination.

PHASE ZERO. STRATEGIC PARTNERING: WORKFORCE PLANNING, RECRUITMENT, AND ORIENTATION (recurring/planned, and also ad hoc)

- Phase Zero is strategic, ongoing, and non-linear; it involves Human Resources professionals and Hiring/Resource Managers.
- Comprises three of the five components of OPM's End-to-End (E2E) Hiring Roadmap: Workforce Planning, Recruitment, and Orientation; the other two components are Hiring Process (tracked using the nine phases defined below) and Security and Suitability.
- The effective and ongoing implementation of Phase Zero results in the development, approval, and maintenance of: workforce, succession, staffing, and recruitment plans; accurate job analyses; current and relevant position descriptions; streamlined/standardized vacancy announcements; standardized recruit packages; and other E2E tools and resources.
- See published OPM guidance on the End-to-End (E2E) Roadmap and Delegating Examining Operating (DEO) Handbook for details.

PHASE 1. RECRUIT INITIATION **Lead:** *Hiring/Resource Manager* **FY12 Goal:** *5 calendar days*

- **Start:** Program Office Initiation Date – Actual date the requesting organization initiates a recruit action (SF-52). Although the time-to-hire reports do not track the requesting organization's internal approval date, this approval is required to complete phase one.
- **End:** HR Received Date – Actual date when SF-52 is accepted by HR as actionable for processing. Assumes completion of the requesting organization's internal approval date as a prerequisite.

PHASE 2. JOB CLASSIFICATION/RECERTIFICATION **Lead:** *Human Resources* **FY12 Goal:** *3 calendar days*

- **Start:** HR Received Date – Same as end date of phase 1.
- **End:** Date Position Classified Date – Actual date when HR classifies (e.g., box 14 on the cover sheet, DOE F 3511.1) or recertifies (e.g., box 15) the position description. Use comments to clarify.

PHASE 3. ANNOUNCEMENT/RECRUIT PREPARATION **Lead:** *Human Resources* **FY12 Goal:** *2 calendar days*

- **Start:** Date Position Classified Date – Same as end date of phase 2. HR and Hiring Manager finalize information and document(s) needed for vacancy announcement, application evaluation, and candidate selection.
- **End:** Date Announcement Open Date – Actual date when the job announcement opens (e.g., available to receive applications).

DEFINITIONS (continued)

PHASE 4. VACANCY ANNOUNCEMENT ***Lead:*** *Hiring/Resource Manager* ***FY12 Goal:*** *13 calendar days*

- **Start:** Announcement Open Date – Same as end date of phase 3.
- **End:** Announcement Close Date – Actual date when the job announcement closes (e.g., no longer available to receive applications). If extended, replace entry with the new date. Use comments section to document the old closing date and reason for extension.

PHASE 5. APPLICATION EVALUATION ***Lead:*** *Human Resources* ***FY12 Goal:*** *7 calendar days*

- **Start:** Announcement Close Date – Same as end date of phase 4.
- **End:** Certificate Issued Date – Initial date when HR issues the certificates of eligible candidates. Explain in comments section if HR issues an amended or supplemental certificate. Assumes completion of subject matter expert (SME) review as a prerequisite to issuance of certificate.

PHASE 6. CANDIDATE SELECTION ***Lead:*** *Hiring/Resource Manager* ***FY12 Goal:*** *18 calendar days*

- **Start:** Certificate Issued Date – Same as end date of phase 5.
- **End:** Program Office Selection Date – Actual date when the selecting official documents their selection(s) in Hiring Manager Enterprise Solutions (HMES).

PHASE 7. JOB OFFER ***Lead:*** *Human Resources* ***FY12 Goal:*** *2 calendar days*

- **Start:** Program Office Selection Date – Same as end date of phase 6.
- **End:** Job Offer Date – Actual date HR sends the tentative offer letter stating the conditions of employment (e.g., background check and drug testing). The job acceptance process includes all steps required to reach the final job offer letter; however, the actual date of the final job offer letter is not reported by the time-to-hire reports.

PHASE 8. JOB ACCEPTANCE (coincides with start of PIV) ***Dependency:*** *Job Applicant* ***FY12 Goal:*** *2 calendar days*

- **Start:** Job Offer Date – Same as end date of phase 7. This phase coincides with, but does not track, the Personal Identity Verification (PIV) process.
- **End:** Job Acceptance Date – Actual date when the selectee accepts and signs the final job offer letter.

PHASE 9. ENTRY ON DUTY (EOD) ***Dependency:*** *Job Applicant* ***FY12 Goal:*** *28 calendar days*

- **Start:** Job Acceptance Date – Same as end date of phase 8.

- **End:** Entry on Duty Date – The actual effective date for entry on duty on the SF-52/SF-50.

USES of the SF-52 Tracking Dates under Different Hiring Scenarios

PHASE 1: INITIATION		PHASE 2: CLASSIFICATION / RECERTIFICATION		PHASE 3: ANNOUNCEMENT PREP		PHASE: 4 VACANCY ANNOUNCEMENT		PHASE 5: CERTIFICATE ISSUED		PHASE 6: CANDIDATE SELECTION		PHASE 7: JOB OFFER		PHASE 8: JOB ACCEPTANCE**		PHASE 9: ENTRY ON DUTY (EOD)	
1a (Start)	1b (End)	2a (Start)	2b (End)	3a (Start)	3b (End)	4a (Start)	4b (End)	5a (Start)	5b (End)	6a (Start)	6b (End)	7a (Start)	7b (End)	8a (Start)	8b (End)	9a (Start)	9b (End)

HIRING SCENARIOS	Program Office Initiation Date (1a)	HR Received Date (1b / 2a)	Position Classified/Recertified Date (2b / 3a)	Announcement Open Date (3b / 4a)	Announcement Close Date (4b / 5a)	Certificate Issued Date (5b / 6a)	Program Office Selection Date (6b / 7a)	Job Offer Date (7b / 8a)	Job Acceptance Date (8b / 9a)	Entry on Duty Date (9b)
"Regular" Hiring Scenario	Real-time	Real-time	Real-time	Real-time	Real-time	Real-time	Real-time	Real-time	Real-time	Real-time
Open Continuous	New recruit action* for each additional hire	(Same as 1a 'Initiation Date')	(Same as 1a 'Initiation Date')	(Same as 1a 'Initiation Date')	(Same as 1a 'Initiation Date')	Real-time	Real-time	Real-time	Real-time	Real-time
Re-Advertisement – Same PD	New recruit action* for re-advertisement	Real-time	(Same as 1a 'Initiation Date')	Real-time	Real-time	Real-time	Real-time	Real-time	Real-time	Real-time
Re-Advertisement – Revised PD	New recruit action* for re-advertisement	Real-time	Real-time	Real-time	Real-time	Real-time	Real-time	Real-time	Real-time	Real-time
Multiple Selections Planned – Same cert, same time (note: process timeline change expected)	***Recruit action* for each planned hire***	Real-time	Real-time	Real-time	Real-time	Real-time	Real-time	Real-time	Real-time	Real-time
Multiple Selections Ad Hoc – Same cert, different times; and cert re-use/re-issue due to declination	New recruit action* for each additional hire	(Same as 1a 'Initiation Date')	(Same as 1a 'Initiation Date')	(Same as 1a 'Initiation Date')	(Same as 1a 'Initiation Date')	(Same as 1a 'Initiation Date')	Real-time	Real-time	Real-time	Real-time
Standardized Recruit Package – Pre-classified, pre-approved position descriptions and/or recruit packages	New recruit action*	Real-time	***Real-time (Recertified date)*** *– usually same as 1b 'HR Received Date'*	Real-time	Real-time	Real-time	Real-time	Real-time	Real-time	Real-time
Direct Hiring, Veterans Hiring and Schedule A Hiring Authorities (new position)	Real time	Real-time	Real time	(Same as 1b 'HR Received Date')	(Same as 1b 'HR Received Date')	Real-time	Real-time	Real-time	Real-time	Real-time

Direct Hiring, Veterans Hiring and Schedule A Hiring Authorities – Pre-classified, pre-approved position descriptions	Real time	Real-time	Real time (recertified date) *– usually same as 1b 'HR Received Date'*	(Same as 1b 'HR Received Date')	(Same as 1b 'HR Received Date')	Real-time	Real-time	Real-time	Real-time	Real-time

LEGEND for Different Hiring Scenarios

- **Real-time:** Entering data as it is completed; this represents "real-time" data entry for "regular" hiring scenarios.
- **Various Color Codes:** Indicate changes from the "regular" data entry and hiring scenario, where the HR specialist will document the action differently.
  - **Same as 1b 'HR Received Date':** Entered so that the SF-52 Tracking System can give credit for work previously completed.
  - **New recruit action***: New item required in SF-52 Tracking System to allow tracking of each hire. Recommend adding "-a, -b, -c, etc." to original SF-52 number. New (subsequent) recruit actions should have initiation dates entered as real-time in order to credit efficiencies in the hiring process.
  - **Recruit action* for each planned hire**: Create a separate item in SF-52 Tracking System for each hire to allow accurate tracking. Add suffix "-a, -b, -c,…" to original SF-52 number.
  - **Real-time (Recertified date)**: Enter the real-time date but only with respect to Recertification of the standardized package, which is usually faster than the full review of a new package.
  - **Phase 8, Job Acceptance****: Enter a date only for Job Acceptance. Job Declinations not recorded for the Time-to-Hire, but should be documented in the "HR Remarks" in SF-52 Tracking System.
- **Job Cancellations:** Recorded in SF-52 Tracking System using the "Final Action" drop-down list. The HR specialist selects "Cancelled" and enters a reason.

The scoring matrix below provides a high-level understanding of how your product may meet BPA's needs. It is still required that the vendor provide additional detailed information in the space provided (Vendor Response column) about how they would meet or address BPA's requirements as it relates to their product. All scoring and comments shall be made within this document. Please use the scoring matrix below anywhere in the document that a Vendor Self Score is requested.

Please Note: The purpose of the scoring criteria below is to improve the comparability of vendor responses. The self scoring will be taken into consideration when evaluating vendors, but will not be the sole method used. BPA will utilize its own method for ranking viable vendors.

Score	Criteria for Assignment of Score
5	This requirement is met by the base product. No modification, customization or augmentation is required. Please describe how your product meets the desired functionality by the base product and if any configuration of the product is necessary please explain what is entailed in the Vendor Response column.
4	This requirement is not met by the base product, but will be met by a planned software release. Please provide how the planned software release will meet the desired functionality along with the version number and planned release date in the Vendor Response column.
3	The base product partially complies with the requirement. The remaining requirements will be met by a planned customization, modification or augmentation of the software. In the Vendor Response column, describe what requirements are met, the requirements to be customized and the method for customizing the product to meet the full requirement.
2	The base product partially complies with the requirement. No option is offered to meet the remaining requirements. In the Vendor Response column, describe the requirements that are met by the base product and also identify those that are not.
1	None of the requirement can be met by the base product, but can be met through a modification, customization or augmentation of the base product. Describe the method for customizing the product to meet the requirement as part of the Supplemental Vendor Response.
0	The product solution offered to BPA does not meet the requirement and no known customization can be provided.

Functional Requirements
For each requirement below, enter the Vendor Self Score defined above to define how your product meets BPA's requirements. Enter an associated comment in the Vendor Response column. The Vendor Response must include specifics on how the vendor meets the requirement. See "Scoring Criteria and Key" worksheet for definition of Vendor Self Score.

Ref #	Category	Name	Description	General Notes	OPM Phase	Vendor Self Score	Vendor Response (required)
B1.1	Strategic Planning	Planning data - workforce projections	Abililty to analyze data captured during the hiring process related to skills, competencies, and positions to inform workforce planning for future agency hiring..	Used to evaluate opportunities to optimize sourcing activities to meet business needs.	0 - Planning & Inquiry		
B1.2	Create Requisition	Creating requisition	Ability for the user to chose title, series, grade, and job information from a drop down list when creating a requisition. Ability to override and input a manual entry. Ability to administer the drop list values.		1 - Recruit Initiation		
B1.3	Create Requisition	Requisition numbers	Ability to support a parent/child relationship within requisition management - group all unique requisition numbers realted to the same hiring action under one master umbrella-type req. Hiearchical relationships should be user-configurable, preferable with graphical tools.	Supports ability to see all candidates / applicants and actions associated with a hiring action through a single view when multiple grades and / or hiring authorities are used. Ex. The job is posted with multiple grade numbers, multiple hiring authority. E.g. Req 11231_G11, Req11231_G12. This is tied to reducing error rate and communication.	1 - Recruit Initiation		
B1.4	Create Requisition	Hiring authorities	Ability to pick from a list of hiring authorities and area of consideration when setting up the requisition that flows through to how the jobseekers/prospects/candidate can search and apply for jobs.	A single job in the system that has multiple hiring authorities and consistent data structure from job set up through selection.	1 - Recruit Initiation		
B1.5	Create Requisition	Mapping hiring authority to job req by series	System supports ability to setup defaults/restrictions for requisition management/workflow based on Federal occupational series or job/position. Required fields and selections for creating the requisition are determined by position/series selection.	If the recruiter is creating a job requisition for a lawyer position, the system should list Excepted Service as the only option for the recruiter to select. See OPM.GOV website for information about occupational series	1 - Recruit Initiation		
B1.6	Create Requisition	Capture position sensitivity	Ability to capture position sensitivity information for a position in Talent Acquisition System (controlled data) and have it feed into the job posting.	example - position is rated low risk, therefore the position description is mapped correctly for the level of low risk	2 - Job Classification		
B1.223	Requisition Management	Position sensitivity justification	Ability to import and or attach justification output to requisition record in Talent Acquisition System (TAS).	Output from position sensitivity tool can be attached to requisition.	2 - Job Classification		
B1.8	Requisition Management	Link to position sensitivity tool	Ability to link directly to the OPM position sensitivity tool as separate window during process.		2 - Job Classification		

Functional Requirements
For each requirement below, enter the Vendor Self Score defined above to define how your product meets BPA's requirements. Enter an associated comment in the Vendor Response column. The Vendor Response must include specifics on how the vendor meets the requirement. See "Scoring Criteria and Key" worksheet for definition of Vendor Self Score.

Ref #	Category	Name	Description	General Notes	OPM Phase	Vendor Self Score	Vendor Response (required)
B1.9	Create Requisition	Evaluation Categories	System supports ability to define the number of categories within recqusition by which to segment candidate scores. Categorization is based on setting cut-off final assessment scores for rating and is used for creating Certificate of Eligibles (CERT). Must have the flexibility at the point of creation to determine the number of categories	RSA needs to set up two categories for Merit Promotion vs. three categories for DE vacancies which must be named. Example: Best Qualified, Well Qualified, Qualified DE - Delegated Examining			
B1.10	Create Requisition	Establish category cut-offs for CERT	Ability to set default scores for each category at the time the requisition is opened for DE.		5 - Applicant Evaluation		
B1.11	Create Requisition	SME adjudication - 2	Ability to associate SMEs when setting up a new requisition and modify the SMEs.	SME - Subject Matter Expert	5 - Applicant Evaluation		
B1.12	Requisition Management	Type of interview process	Ability to select the appropriate interview workflow based on the type of process identified	Job will have different types of interview processes. - workflows can be predefined, or configured on the fly	1 - Recruit Initiation		
B1.13	Requisition Management	Adding workflow roles	Ability to add the SO, SMEs, approving official name and email address to be associated with the job requisition	Used for workflow actions such as VA approval, interviews, recruitment incentive, etc. Required approvals need to be routed to the appropriate individual based on role. SO -Selecting Official (Synonymous with Hiring Manager)	1 - Recruit Initiation		
B1.14	Requisition Management	Prioritizing requisitions	Ability to identify job requisitions by priority using the following parameters: workforce plan, business need, and date requested.		0 - Planning & Inquiry		
B1.15	Requisition Management	Tracking multiple hires per req	Ability to track multiple hires per job req and indicate each selection on the job req, the grade at which they were selected and capture a separate hiring timeline (beginning with new request date and flowing through start date) for each subsequent selection.	Need to capture separate timeline triggered by new request for same req that was set up to accommodate multiple hires	1 - Recruit Initiation		
B1.16	Requisition Management	Missing required documentation	Ability to map required documents to type of hire and notify candidate at time of application if documentation is missing and / or highlight on the candidates record that documentation is missing.	Ex - SF-50 for Merit or Veterans forms - DD214 and SS15			
B1.17	Requisition Management	Published/hidden URL	Ability to determine if a URL associated with a job is published or un-published.	Ability to determine which jobs are appearing publically on your website. And support sending an unpublished job to a targeted group and allow them to apply Targeted marketing for sourcing "these are not active jobs".			

Functional Requirements
For each requirement below, enter the Vendor Self Score defined above to define how your product meets BPA's requirements. Enter an associated comment in the Vendor Response column. The Vendor Response must include specifics on how the vendor meets the requirement. See "Scoring Criteria and Key" worksheet for definition of Vendor Self Score.

Ref #	Category	Name	Description	General Notes	OPM Phase	Vendor Self Score	Vendor Response (required)
B1.18	Requisition Management	Capturing offer detail	Support fields within the requisition to create job offer by candidate - ex: grade/step, comp, appointment type, required documentation. Also supports capturing information for multiple hires under the same requisition.	Information needs to be gathered on the selectee to complete the hiring process.	7 - Job Offer		
B1.19	Job Analysis	KSA Library	System must support a KSA library and related interview questions. Should also include KSA definition, interviewing questions, related on-line or off-line assessments, groupings of questions tied to a specific job (by grade level) and rating criteria by grade level	The library needs to house all assessment criteria for a KSA (such as questions, answers, etc.) in a way that makes it easy to reuse for multiple jobs. KSA - Knowledge, Skills, Abilities	2 - Job Classification		
B1.20	Job Analysis	Job Analysis - Tying KSAs to Job duties	For a requisition, the system supports clear documentation to justify the relationship between job duties, KSAs, and screening questions	In creating an assessment plan, the RSA maps the classified PD to the KSAs and subsequent assessments and documents the justification in the system for the requisition. RSA - Recruiting Staffing Advisor (Primary point of contact with SO)	2 - Job Classification		
B1.21	Assessment Plan	Creating questions and approval	Ability to create new screening questions per job. Support workflow to submit the screening questions for addition to the question library via approval process and add the questions to the library.				
B1.22	Assessment Plan	Assessment build - manager selection of questions	The ability to send managers a set of assessment questions or provide access to a controlled view to pick their assessment/screening questions. Selections should be routed to RSA for acceptance/revision.				
B1.23	Assessment Plan	Assessment build - manager approval	Ability to provide visibility into the assessment criteria. Assessment criteria including rating scales should be accessible by the SO and are kept secured. Must be able to limit who has access to the crediting plan.		2 - Job Classification		
B1.24	Assessment Plan	Configuring rating scales	Ability to configure assessment scale to support each hiring scenario (i.e. using same question with separate rating scales per grade level).	Specific to grade level or hiring authority such as SES, Hourly, multiple grades per job. Example - grade level 9 passing score on a question is a failing score for grade level 11 of the same position/job.	2 - Job Classification		
B1.25	Requisition Management	Cloning	Ability to clone jobs, vacancy announcements, communications and modify as necessary.	Duplicate job, make revision as needed			

Functional Requirements
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Ref #	Category	Name	Description	General Notes	OPM Phase	Vendor Self Score	Vendor Response (required)
B1.26	Requisition Management	Vacancy Announcement Library	System must support a vacancy announcement library. From the library, users should be able to associate the VA to the requisition and make appropriate edits.	VA - Vacancy Announcement	3 - Announcement Preparation		
B1.27	Requisition Management	VA parent child across hiring authorities	Ability to map by hiring authority across multiple vacancy announcements for a single job requisition (parent/child).	A job requisition to fill one position uses 2 different VA's to target DE and MP, respectively, which each provide unique evaluation guidance in the VA to candidates ("how you will be evaluated" section). MP - Merit Promotion	3 - Announcement Preparation		
B1.28	Requisition Management	Job visibility/prioritization	Ability to flag some jobs as high priority (for the business) and prioritize search results accordingly in the job seeker's search result list.		4 - Vacancy Announcement		
B1.29	Requisition Management	Real-time view of applicants by job	Ability to review the number of candidates per job real time for open vacancies.	Recruiter has visibility to see if more recruiting activity is needed.	5 - Applicant Evaluation		
B1.30	Candidate Management	Viewing records	Ability to have an at a glance view of applicants record to quickly and easily see all actions that have been taken (mail, phone call was made, etc.) and take new action.	Facilitate candidate management and engagement by evaluating past communications and initiate new action.			
B1.31	Requisition Management	Job Requisition views	Recruiter able to see all candidates associated with a job requisition, their unique application data points (grade, eligibility, employee) by status in multiple ways such as: 1 a view of the requisition by active candidates; by hired; by not qualified; 2. a view by parent/child relationship (grade level applied and hiring authority) - supports Certificate of Eligibles (CERT)				
B1.32	Requisition Management	Identify BPA employees	Ability to easily identify current BPA employees from the main list of candidates.		5 - Applicant Evaluation		
B1.33	Requisition Management	Recruiting "Event" based URL	Ability to set up a URL associated with a specific recruiting event				
B1.34	Sourcing	iframe - support	Ability to support the use of a digital solution/tool to collect expressions of interest from passive job seekers.	iframe is used on another BPA or non-BPA site to display BPA information and solicit expression of interest from that site's audience.	0 - Planning & Inquiry		
B1.35	Sourcing	Iframe - placement	Ability to have digital solution/tool portability to support social platforms, career sites, affiliated groups, and blogs	Place solution/tool in targeted platforms to generate prospect interest	1 - Recruit Initiation		

Functional Requirements
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Ref #	Category	Name	Description	General Notes	OPM Phase	Vendor Self Score	Vendor Response (required)
B1.36	Sourcing	Creating search queries	Ability to create search parameters to search public sites for potential prospects and then import their information into the system. The Talent Acauisition System should create a record, pull in resume information, and flag to be dispositioned.	From talent acquisition system want to search for Engineers (it holds search strings, should bring in the record as a prospect.			
B1.37	Sourcing	Talent Pool Management	Ability to manage prospects associated with an anticipated hiring need without having an open vacancy announcement. Must be able to identify and manage prospects by the following: skills, preference/reinstatement eligibility (if provided), positions of interest, location, current Job title, etc.	Supports sourcing activities prior to creating a specific requisition to better understand available talent pools.	0 - Planning & Inquiry		
B1.38	Sourcing	Data management - graphic input	When importing records from an external database system, supports the ability to keep images associated with a prospect's public record from appearing in the Talent Acquisition System	Images should not be used in the BPA hiring process.			
B1.39	Recruiting	Widget - "Hot jobs" visibility	Ability to support a digital solution / tool that displays active critical jobs that is also synched with Vacancy open/close dates.	To be able to bring visibility to our most critical jobs, a widget can be placed on other internal and external sites with summary of "hot jobs" and links to apply.			
B1.40	Recruiting	Landing pages	Ability to create and support event-based portal/landing pages. Support landing pages through job-specific URLs / deep links to support enhanced targeted outreach and job seeker experience.	Support landing pages through job-specific URLs / deep links to support enhanced targeted outreach and job seeker experience.			
B1.41	Database Search	Search data and text	Ability to execute a search within the database spanning resume data (including uploaded resumes) as well as other database fields and tags.				
B1.42	Database Search	Saving search queries	Ability to create and save database and external search queries to a shared library for use both within the database and externally to tap digital/web sources.	Successful queries can be reused.			
B1.43	Database Search	Reconciling database search	Ability to search the database using job-specific screening criteria to identify, differentiate and equalize results by prior application status (Y/N), previous assessment scoring specific to that job/skill and results from basic skill/resume search.	When a recruiter searches for skills and qualifications, results returned are clearly distinguished between prior applicants (with more depth in candidate record) and prospects (with less supplied data in their record) to equalize and take appropriate recruiting action.			

Functional Requirements
For each requirement below, enter the Vendor Self Score defined above to define how your product meets BPA's requirements. Enter an associated comment in the Vendor Response column. The Vendor Response must include specifics on how the vendor meets the requirement. See "Scoring Criteria and Key" worksheet for definition of Vendor Self Score.

Ref #	Category	Name	Description	General Notes	OPM Phase	Vendor Self Score	Vendor Response (required)
B1.44	Database Search	Search database for candidates/applicants with specific parameters	Ability to search the system database for candidates/applicants that meet specific criteria including: previous ranking (BQ), skills, current status, occupational series/previous jobs applied to, location, etc.	Search for people that were previously identified as qualified for the same or a different position and have a specific status.			
B1.45	Database Search	Database AI	The ability for the system to use successful past results in providing recommended search parameters and results. Similar to functionality provided by (EngenieM, Burning Glass)	System learns we just hired a good engineer, recruiter can initiate a request to "go find me more people like this."			
B1.46	Sourcing	Importing records	Ability to import prospect data from multiple public channels (Peace Corps, LinkedIn,) mapped to structured data fields and identify source and other ad-hoc data such as (skills, industry, source).	In some cases this could be facilitated by uploading from an excel spreadheet.			
B1.47	Candidate Management	Send invitations to candidates	Ability to send invitation encouraging prospects to complete interest information and/or apply for specific active jobs and send a hyperlink to the job.				
B1.48	Candidate Management	Undeliverable emails	Ability for the system to identify records associated with undeliverable emails viewable on the individual's record and within a high-level by requisition or search results	Recruiting or sourcing email sent to list of individuals, undeliverable emails are indicated in the candidate record and all broken emails are searchable to resolve. For hiring actions, undeliverables are flagged to take manual action.			
B1.49	Candidate Management	Inviting applicant into the workflow for another job	Ability to invite an individual already in the system to apply for a job, allow them to leverage their saved profile, and complete all other required actions associated with applying to that job.	The candidate wasn't hired for one position, but this person may have other skills applicable for an open job today or in the future.	0 - Planning & Inquiry		
B1.50	Candidate Management	Flexible data management	Ability to add ad-hoc tags then be able to filter, group, and sort records by tag to increase efficiency of searching and reporting and meet business needs as the arise.	We have a new project planned to start or there is an area of business growth, we want to be able to flag people that may be a potential fit.			
B1.51	Candidate Management	Prospect outreach	Ability to take action on search results including sending mass communications.	Recruiter or sourcer sends invitation to apply to all prospects matching specific search criteria through the TAS.	0 - Planning & Inquiry		

Functional Requirements
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Ref #	Category	Name	Description	General Notes	OPM Phase	Vendor Self Score	Vendor Response (required)
B1.52	Candidate Management	Register	Ability to support a register list by job group within the system. Additionally, ability to report on candidate availability, confirm with the candidate if they are still interested and ready to start within x period of time. Ability to display or report which individuals are available, those who have subsequently opted out and those who have not responded.	For a position, candidates apply on an open continuous vacancy, are screened initially yet do not progress through the hiring process until a specific request is initiated to fill a position. At that time or periodically, the candidates interest in remaining on the list is polled and updated. A Register is a list of applicants who have been evaluated and placed in to quality categories. Registers are used when selections are planned over an extended period of time (months).			
B1.53	Candidate Management	Prospect information validation/ completion	Ability to link from the system/database "to the web" to verify or harvest candidate information (e.g. job board/public info databases (PIPL), resume files, web 2.0 functionality).	Completing prospect records based on publicly available information			
B1.54	Candidate Management	Sharing candidate records	Ability to share candidates between two or more roles working collaboratively on a hiring action.	Recruiter and sourcer can work collaboratively with same set of candidate records.			
B1.55	Candidate Management	Associate individual record with sourcing pool	Ability to associate an individual's record with a specific project or requisition built for sourcing.	Prospect is likely prospect for another position.			
B1.56	Candidate Management	Add records manually	Ability to manually add individual's records to the system who are unable to complete the online application process.	To provide reasonable accommodation, supporting Veteran's hiring authorities and paperless case files.	4 - Vacancy Announcement		
B1.57	Candidate Management	Adding records via email	Ability to setup a system email address dedicated to sending emailing resumes directly into the system. The system should create a record, parse data, attach the resume, and flag it for a recruiter to disposition.	If an individual emails resume, ability to fwd. to the Talent Acquisition System and have Talent Acquisition System create a record and attach resume, and ID as a new lead			
B1.58	Candidate Management	Adding records via efax	Ability to setup a system phone number dedicated for eFax within TAS, allowing resumes to be sent directly to the system. System should create a record, attach the resume, and flag it for a recruiter to disposition.				
B1.59	Candidate Management	Upload batch resumes	Ability for recruiter to batch upload resumes and create unique candidate records - the Talent Acquisition System should prompt the recruiter to identify and select the recruiting source at time of uploading.	E.g. Veterans event. We need the flexibility to support converting paper in support of accomodations.			

Functional Requirements
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Ref #	Category	Name	Description	General Notes	OPM Phase	Vendor Self Score	Vendor Response (required)
B1.60	Candidate Management	Manually attach files to candidate record	Ability for recruiter to manually attach supporting documentation to a candidate record	When individual applies under a specific hiring authority but does not attach all required documentation. Need to be able to confirm document(s) is on file by the time the CERT is issued. Examples DD214, SF75, SF50, Resume	5 - Applicant Evaluation		
B1.61	Candidate Management	Identifying potential duplicates	System identifies potential duplicate candidate records through some structured data elements. When you search for candidates and/or are reviewing a candidates record you should be able to see related records.	Candidate applies for a job using different email address or name.	4 - Vacancy Announcement		
B1.62	Candidate Management	Notification of expiration to applicant	The ability to configure expiration parameters on applications and notify applicant and RSA in advance of the expiration.	RSA to have summary view or report on all expirations. Employee submits a bid list application is qualified and their bid qualification is good for 5 years. We need to notify the applicant and the RSA as we are nearing expiration such as (-30days).			
B1.63	Candidate Management	Deep link	System applies deep-linking logic to support unique URLs such as: by position, by geography, by business unit category, and by BPA organization, etc..				
B1.64	Candidate Management	Validating applicant information that has been revised	Ability to validate critical applicant information that has been revised. System should time/date stamp, record who took the action, what action was taken, and why.	Recruiter or RSA validates candidate information during a phone screen and annotates record.			
B1.65	Candidate Management	Candidate record view	Ability to capture historical candidate/applicant status data (all actions taken with that candidate/applicant, all jobs applied for, summary of job stats (# of candidates/applicants, # of BQ, category score limits), communications, pass through of hurdles).				
B1.66	Vacancy Announcement	Creating a VA - basic and form builder	Ability to create a job posting (Vacancy Announcement) utilizing a template to guide the completion and provide or integrate a form builder which enables building the Vacancy Announcement from other position-specific data within the system into a configured template.	Pull in Position Description (PD) and KSA library to populate the VA template.	3 - Announcement Preparation		
B1.68	Vacancy Announcement	Multiple job titles per requisition	Ability to support both the classified and advertising title within the system - so an appropriate job title appears for external marketing purposes.	Classified title is always required but is not necessarily the best for recruiting the right talent.	3 - Announcement Preparation		

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Ref #	Category	Name	Description	General Notes	OPM Phase	Vendor Self Score	Vendor Response (required)
B1.69	Profile Management	Profile changes	Ability to select the trigger point for when an applicant's application materials can no longer be updated.	Applicants able to update their application materials up to the closing date and veterans up to certificate issue			
B1.70	Vacancy Announcement	Job posting - 1	Ability to post and manage Vacancy Announcements to multiple locations from a single distribution source within the Talent Acquisition System including USA Jobs, BPA external and internal sites and other external sites as determined. System supports modifying the closing date and VA content and automatically pushing updates to each destination site both within the announcement and in the site.	Recruiter uses the system to post to 5 locations, if the closing date is extended, the change is pushed out to all of those web sites.	3 - Announcement Preparation		
B1.71	Vacancy Announcement	Job posting services	Ability to interface with additional job posting services as needed.	Managing job distribution to emerging social platforms or mobile solutions. Vendor should provide details in RFO response.	3 - Announcement Preparation		
B1.72	Vacancy Announcement	Job distribution-social	Ability to feed the jobs into social platforms such as LinkedIn on a career tab and on to individual web pages or blogs.	Facebook, LinkedIn, etc. Vendor should provide details of which platforms they can support in RFO response.	4 - Vacancy Announcement		
B1.73	Vacancy Announcement	SEO - 1	Ability to optimize VA (job posting) visibility using SEO techniques to drive search prioritization and candidate web search results	Similar to how Optijob and Jobs2web code jobs for SEO.	4 - Vacancy Announcement		
B1.74	Vacancy Announcement	SEO - 2	Ability to feed/support/be recognized by job aggregators to drive visibility of jobs such as: Indeed, Simply Hired		4 - Vacancy Announcement		
B1.75	Vacancy Announcement	SEM	Ability to support and generate SEM capability for job ads/sourcing.	SEM - Search Engine Marketing	4 - Vacancy Announcement		
B1.76	Employee Referral	Employee referrals - campaign	Ability to generate campaign-like emails and track employee referrals. Email protects formatting and capture specific data configured within the system and tracks and displays the flow-through actions and deposits the referring employee's name within the record	Employees sends an announcement to their network and the system caries which employee referred the candidate (similar to JobVite).	4 - Vacancy Announcement		
B1.77	Emergency Response Management	COOP response	Ability to respond to an emergency situation by quickly searching the database and/or posting jobs to support the BPA COOP response.	Need to be able to help to support disaster recovery including sending communication to retirees to join project based roles. COOP - Continuity of Operations			

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Ref #	Category	Name	Description	General Notes	OPM Phase	Vendor Self Score	Vendor Response (required)
B1.78	Basic Eligibility	Screening question	Ability to have the candidate complete a series of questions that prompt the user for additional questions to be completed based on their answers. E.g. Have you worked for the govt. previously? Are you a veteran?	Ability to identify non-competitive candidates. if so the ability for applicant to self-select eligibilities and then be prompted to provide documentation. Ability for system to track/sort applicants based on these selections. Ability to include a question that says "Are you claiming Vets preference with various types "	5 - Applicant Evaluation		
B1.79	Basic Eligibility	Knock out questions	Ability to automatically trigger status change based on certain criteria that is required and has a threshold (E.g. not a US Citizen, Auto-change status of candidate, to "Not eligible") and auto generate the appropriate notification.	Conditions of employment: Are you willing to use pesticides, work shift work, selective placement factor, driver abstract, education requirements.	5 - Applicant Evaluation		
B1.80	Basic Eligibility	Driver abstracts	Ability to interface with external services for driver abstracts.	You must have a CDL with no citations.	5 - Applicant Evaluation		
B1.81	Specialized Experience	Multi-staged screening within Talent Acquisition Systems	Ability to support a flexible, multi-step candidate screening process within the Talent Acquisition System. Single or multiple questionnaires with segmented weighted scoring to differentiate between specialized experience and supplemental/technical questionnaire. Must be able to apply veterans preference at required process points to calculate final score and category	For screening need ability to support multi stages within TAS (basic eligibility, supplemental questionnaire, technical screening).	5 - Applicant Evaluation		
B1.82	On-Line Assessment	Questionnaires	Ability to configure candidate questions specific to a job role or type.	Supports eligibility determination, specialized experience, selective placement factors, and conditions of employment.	5 - Applicant Evaluation		
B1.83	On-Line Assessment	Multiple question types	Ability to have multiple question formats supported in the system as part of the application process including True/False /multiple choice/Scale/Numeric value/ Short answers and indicate possible responses.	E.g. of question, I have 3+ years experience w/data base administration. I have 1-2 years experience w/data base administration. I have less than a year of experience w/data base administration.	5 - Applicant Evaluation		
B1.84	On-Line Assessment	Multi-Grade Evaluation Rationalization	Ability to support different correct answers for the same questions to support the grade associated with the job. Additionally allow the candidate to re-use their application for one grade to apply for another grade of the same job and flag the areas for completion (additional questions) Note: behind the scenes the system needs to determine a unique score according to the answers associated with that specific grade.	After the questions are created and tied to the req., the applicant applies to multiple grades and answers screening questions that are used to evaluate fit at each level.	5 - Applicant Evaluation		

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B1.85	On-Line Assessment	Creating ad-hoc questions	Ability to create ad-hoc questions and questionnaires as needed.	Even for standardized assessment plans, allows for tailoring to specific requisition needs.	5 - Applicant Evaluation		
B1.86	On-Line Assessment	Assessment interface	Ability to support interface with assessment tools (e.g. advanced stage assessment beyond basic screening). Ability for the Talent Acquisition System to receive the assessment results including answers, scores, candidate information, job information, using an external assessment tool via an interface and populate or tie information to the candidate's record. Could be bidirectional but at minimum need to accept from vendor..	Send additional assessment to candidate via a link after passing through a certain evaluation hurdle. Vendor shall provide assessment vendor compatability in RFO response.	5 - Applicant Evaluation		
B1.87	Off-Line Assessment	Offline assessments and notes	The system can support questions and notes for assessments conducted before the CERT in the candidate's record as part of the evaluation process.	Includes phone screens, case studies, work product reviews, etc. Documentation for qualification, category rating, reconstructing files. If interview notes are captured prior to the CERT they need to be retained.	5 - Applicant Evaluation		
B1.88	Scoring	Manual entry of assessment scores	Ability to manually enter assessment scores by candidate for evaluations handled outside the system and identify the source of the evaluation and date the assessment was taken.	OPM test for apprentice hiring.	5 - Applicant Evaluation		
B1.89	Scoring	Creating final score	Ability to capture the results of multiple assessments at different points in the interview process and influence the placement and status of qualification/categories.	Hourly technical assessment and Pilot assessment process.	5 - Applicant Evaluation		
B1.90	Scoring	Requisition view by candidate status	System should automatically move applicants off of the main active requisition view to a secondary view based on identified status (active, hired, not qualified, new, interviewing, etc.)	Active view includes qualified candidates based on screening and assessment scoring.	5 - Applicant Evaluation		
B1.91	Scoring	Rating and Ranking package	Ability to deliver electronic rating and ranking packages to SMEs including restricted view of application materials, scoring sheet, rating criteria. If possible ability to collect the scores and then apply automatically to candidate record for scoring.	In the absence of configured on-line screening and assessment.	5 - Applicant Evaluation		
B1.92	Scoring	Calculation table	Ability to configure calculation tables for evaluating applicants including weighting questions and/or assessment hurdle where needed.	Scale (or table) needs to support a different calculation based on the number of elements being rated for each grade level. For example a crediting plan with 9 elements vs. 7.	5 - Applicant Evaluation		

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B1.93	Scoring	Modifying cutoff score	Ability to view CERT before issuing and modify cut-off scores . If the cut-off was changed from the default setting system needs to capture the reason for the change, who made the change, and when it was made. Applies across hiring authorities including DE and merit.	Based on the applicant pool, the cut-off score for a grade level is updated for merit promotion to determine referred pool.	5 - Applicant Evaluation		
B1.94	Issuing the CERT	VETS in DE CERT	Ability to enforce different logic for different types of Veterans and display them appropriately on the CERT (top of the CERT, type of Veteran's preference). Visually distinguish Veterans on the CERT view.	Using the type of VET (CP, CPSs,TP, XP) apply the logic in which the order of names is displayed (alpha sort).	5 - Applicant Evaluation		
B1.95	Issuing the CERT	Multiple authorities/ grades	Ability to apply different Certificate rules either category rating, merit promotion multiple grades.	Ability to manage applicants across multiple grades and hiring authorities. Need to be able to see their rating scores for both grades, be able to see how they were qualified for different grades. Category rating, vets preference, determining cut off scores could be different	5 - Applicant Evaluation		
B1.96	Issuing the CERT	CERT View - Summary of all grades	Ability to summarize BQ applicants across all grade levels and hiring authorities (parent/child) in one Cert view / list. This helps the SO determine the appropriate decision based on all the options.	Position was advertised at three grades, veteran is best qualified at the lowest two grades, another applicant is best qualified at all three grades. A visual depiction helps explain selection options to SO.	5 - Applicant Evaluation		
B1.97	Issuing the CERT	Certificate View	Ability to issue a digital Certificate of Eligibles including an expiration date to support each related hiring authority and (e.g. list of Non-Competitive, Merit, etc.) display names in alpha sort, following Vets (as applicable).	Ability to issue a CERT by hiring authority is regulatory.	5 - Applicant Evaluation		
B1.98	Issuing the CERT	Delivery of Cert - link to referred applicants	Ability to deliver a Certificate of eligibles to the SO that includes hyperlinked names for managers to access a controlled view of each applicant's record (contact information, resume, questions and responses, etc.).	Support electronic deliver of Cert to support speed, paperless case file and SO's in geographically locations.	5 - Applicant Evaluation		
B1.99	Adjudication	SME adjudication - 1	Ability to send a link to the SMEs associated with the requisition and provide a view into all or designated records (by status) for supplemental review. Ability to verify and collect comments for each candidate if SME does not agree with the rating.	Candidates that need to be set a side for review with SMEs prior to issuing a batch of people to be reviewed. Note: requirement for compliance and audit records.	5 - Applicant Evaluation		

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B1.100	Adjudication	SME adjudication - 3	Ability to support an additional validated evaluation score which is used for final score/status.		5 - Applicant Evaluation		
B1.101	Interview Scheduling Management	Scheduling Management	System can support building and managing interview schedules within the TAS.	Recruiter or admin reviews SOs open interview times, creates interview slots within TAS, sends Interviewees an email with interview time options to chose from. Applicants select interview times via link and SO is sent calendar ICS items to put on their calendar.	6 - Candidate Selection		
B1.102	Interview Scheduling Management	Create interview schedules	Ability to create an interview schedule that supports multi-modal types of interviews: 1:1, 1:many, event	build interview schedule to support job req or hiring action.	6 - Candidate Selection		
B1.103	Interview Scheduling Management	Interview view by job req	Ability to have an at a glance view of interview status by applicant for a specific job or hiring request		6 - Candidate Selection		
B1.104	Interview Scheduling Management	Multi stage interview	Ability to move applicant through multiple interview stages supported by an interview scheduling module	Move from phone screen to first onsite to second onsite	6 - Candidate Selection		
B1.105	Interview Scheduling Management	Integrate and/or reconcile calendaring with outlook	Ability to integrate and or reconcile the interview scheduling calendars with the manager and SME Outlook calendars.		6 - Candidate Selection		
B1.106	Interview Scheduling Management	Interview management	Support notifications when applicant cannot find a date that fits or there are no longer dates available. Auto notify applicant once new dates are available.		6 - Candidate Selection		
B1.108	Interview and Selection	Provide interview questions	Ability to allow recruiters and / or managers to select interview questions from a library that is categorized by job, competency, skills, etc.		6 - Candidate Selection		
B1.109	Interview and Selection	CERT Extension	Ability to add an extension of time to the Cert based on date parameters.	CERT extension to support multiple hires or additional time needed.	6 - Candidate Selection		
B1.110	Interview and Selection	CERT reissue	System automatically captures the reissue date when actions are taken and RSA modifies the CERT.	Merging the categories, correcting category determinations, candidate status	6 - Candidate Selection		
B1.111	Interview and Selection	Video interviewing	Ability to store video interviews or link with video interview vendor.	Video interviewing would be available equally to all candidates when the process is initiated.	6 - Candidate Selection		

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Ref #	Category	Name	Description	General Notes	OPM Phase	Vendor Self Score	Vendor Response (required)
B1.112	Selection	SO selection on Cert.	Ability for the SO to identify and record his/her selection (s) before returning the Cert. through drop list values. The drop list values need to correlate to a OPM CERT audit code, that is recorded within the requisition record including selection date and date returned.		6 - Candidate Selection		
B1.113	Selection	Interview feedback	Ability to collect feedback from SO after they have completed interviews tied to the job requisition and/or applicant. Should be able to setup the feedback form to have drop down choices. E.g. applicant met my expectations, failed to meet expectations, suggestions on KSA's, VA's for next posting.		6 - Candidate Selection		
B1.114	Selection	Accepting the returned CERT	RSA is notified by an alert that the CERT has been returned. RSA needs ability to accept the CERT from the SO by individual applicant disposition status and verify each applicant's status.		6 - Candidate Selection		
B1.115	Job Offer - Tentative	Create tentative job offer letter	Ability to develop job offer template that leverages identified structured data fields to pull applicant specific information in to the job offer letter as well as ad-hoc fields.	Tentative offer is built to include grade, location, pay (step), position title, etc. through menu.	7 - Job Offer		
B1.116	Job Offer - Tentative	Job offer checklist	Ability to identify if required documentation has been received and attached to electronic case file.	Transcript, Vet preference eligibility, driving extract, etc. needs to be confirmed captured for audit/reconstruction purposes.	7 - Job Offer		
B1.117	Job Offer - Tentative	Reference checking	Ability to interface with automated reference checking services	Note: not Federal background screening	7 - Job Offer		
B1.118	Clearance	Required data for clearance	Ability to collect and input information from the applicant that is needed to initiate pre-hiring activities for background and physical/medical, drug test, if applicable. Information will need to be protected based on data security requirements and sent to downstream systems through automated interface.	At time of job acceptance the RSA collects information from the candidate to initiate the Pre-hire activities (Background check Physical/Medical, and Drug Test (if applicable to the position).	8 - Job Acceptance		
B1.119	Clearance	Reference checking	Ability to facilitate reference checking support for SO such as sending a form, providing instructions, and capturing the Selecting Official's notes and then attaching the information to the job record.	Send a form to capture who the SO talked to and prompts them with questions to ask.	6 - Candidate Selection		
B1.120	Job Offer - Final	Create final job offer letter	Ability to recycle the tentative offer letter and add new language around clearing background check, final start date, etc.	The final offer should include additional language for clearing the background check in addition to what was already sent in the tentative offer.	9 - Enter On Duty		

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B1.121	Requisition Management	Tentative start date	System supports a field to capture the anticipated start date.	Used to help communicate with SOs and feeding downstream providers	8 - Job Acceptance		
B1.122	Job Search	Job search	Ability for the jobseeker to select search parameters and filters when searching for jobs and use skip logic to dynamically update available options based on the sequence of choices. Choices are managed according to defined relationships and active jobs within the system.	Job seeker selects field of interest and then available locations are automatically provided to minimize "no results found" experiences.			
B1.123	Job Search	Registration free job search	Ability to search for a job without registering.		4 - Vacancy Announcement		
B1.124	Job Search	Hiring eligibility - filter/job search	Ability for the jobseeker to search for jobs based on designated eligibility status. This should map to the way the job requisition is built.	On the job site the structured data field can be filtered and displayed by hiring authorities, and/or areas of consideration such as: Veterans, Federal, BPA only, etc.	4 - Vacancy Announcement		
B1.125	Job Search	Share job with others	Ability for the job posting to contain a feature to share "this job to a friend" link within the system interface via email, text, social media (post to Twitter Profile, Facebook, LinkedIn).				
B1.126	Job Search	Identify BPA-only jobs	Ability for the job seeker to search for jobs identified as BPA only as the hiring authority/ area of consideration. Ability to support identifying BPA-only jobs on the BPA external career site.	Support ease of search for BPA employees and provide visibility into all jobs to enhance EVP. EVP - Employment Value Proposition	4 - Vacancy Announcement		
B1.127	Job Agent	Job agent registration	Be able to select areas of interest in types of jobs, skills, areas of interest leveraging the structured data used to post jobs and dynamically generate results.	I want to be able to identify my areas of interest, so that when the job is posted I am automatically notified.			
B1.128	Job Agent	Job agent notification	Ability to auto notify internal and external candidates when a job becomes available that matches their interest based on their assigned job agent. Notification aligns with vacancy and includes open period information.		4 - Vacancy Announcement		
B1.129	Job Agent	Failed search results	Ability to provide a job agent creation prompt upon failed search results: "no jobs returned".	Job seeker searches for job by selecting specific criteria. If nothing matches they are prompted to establish a job agent.	4 - Vacancy Announcement		

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B1.130	Applying	Creating a candidate profile	Ability for jobseeker to create a profile which collects their information through structured data fields identified as required and optional as configured. (Data fields should include but not limited to basic information such as: name, email address, etc. and also should be able to collect preference eligibility information such as: Veterans, ICTAP/CTAP eligibility, reinstatement). Once the profile has been completed, the jobseeker or prospect should be able to save their information and/or apply for a job or submit interest. System tracks based upon the identified eligibility that required forms have been submitted.	Collect applicant and prospect data through a structured matter.	4 - Vacancy Announcement		
B1.132	Applying	Upload supporting applicant files	Ability for the candidate to upload additional supporting documentation to include with the application package. Need to have the ability to accept standard document types (.doc, .txt, pdf). Add multiple documents, for example: DD214, SF75, SF50, SF15, cover letter, transcripts, driver abstract	Add multiple documents, for example: DD214, SF75, SF50, SF15, cover letter, transcripts, driver abstract.	4 - Vacancy Announcement		
B1.133	Applying	Upload and parse resume	Ability for the applicant to upload their resume and have the system parse data in to the appropriate fields. Applicant can review, modify, and accept the information before submitting. It is expected that the parsing technology has a high accuracy rate. Need to have the ability to accept document types (.doc, .txt, pdf, jpg, etc.)		4 - Vacancy Announcement		
B1.134	Applying	Resume builder	Ability to support a resume builder as an alternative to uploading your resume and having it parsed. Candidate should have a summary preview prior to submitting. This is an option only and should not be required if the data has been collected through uploading the resume.		4 - Vacancy Announcement		
B1.135	Requisition Management	Identifying lowest acceptable grade level	Candidate is required to identify the lowest grade level at which they are willing to be considered for the position.	See OPM.GOV website for information about grade levels	4 - Vacancy Announcement		
B1.136	Applying	Confirmation of application accuracy	Within the application process, the system supports confirmation from the candidate to the accuracy of information provided.	Ability to apply Legal disclaimer/rules around falsifying documents	4 - Vacancy Announcement		

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B1.137	Applying	Apply with Linked In	Ability for candidate to apply with their LinkedIn Profile or similar application. Need to check for missing required info and provide opportunity to edit.	System demonstrates adaptability to using "new" resume standards.	4 - Vacancy Announcement		
B1.138	Applying	Preference eligibility notification	System supports an on screen acknowledgement that if someone has selected one of the preference eligibility fields the candidate is prompted with an acknowledgment to be prepared and able to provide the required documentation supporting eligibility.	Example - selective veteran eligibility and acknowledgement by candidate to be prepared with supporting forms/information.	4 - Vacancy Announcement		
B1.139	Applying	Vets application exception	Ability to support a job link that stays active until the CERT is issued. Preference applicants can apply, complete questionnaire, and submit initial application or supporting application after the stated closing date up to the Cert issue date, at which time the link would automatically become in-active. Need to collect specific information to validate eligibility to apply late.	Vets and certain other statuses can apply up to the point when the CERT is issued. Need to collect vet preference eligibility; furlough status; ...	4 - Vacancy Announcement		
B1.140	Applying	Source identification - self	Ability for the candidate to self-identify which recruiting source they came from using skip logic with pre-loaded selections and a text box (to identify other) for the candidate to fill in.	How did you hear about the job, I was at this career fair.	4 - Vacancy Announcement		
B1.141	Applying	ssisting candida	Ability for BPA user with designated permissions to es	Reasonable accommodation and somebody that does not have access to a computer.			
B1.142	Applying	Help features	Ability to support additional help through hyper links or pop up windows in the profile creation / application form to help the candidate thru the application/interview process.	Links from within the ATS direct the applicant to the BPA careers page ("how to apply").	4 - Vacancy Announcement		
B1.143	Applying	EEO data collection	Option for candidate to self-identify their race, ethnicity (SF181 race, ethnicity disclosure) at time of application.		4 - Vacancy Announcement		
B1.144	Applying	Employee referral - applicant self report	Ability for job seeker to identify the employee that referred them at the time they are applying for a job.	When the candidate applies they can enter the employee name.	4 - Vacancy Announcement		
B1.145	Applying	Capture Applicant Attrition	Prompt candidate/applicant for reason of exiting the process.				
B1.146	Profile Management	Candidate profiles	Ability for the candidate to save their profile, log back in, and edit partially completed application.				
B1.147	Profile Management	Legal name/Preferred name	Ability to collect the candidate's legal and preferred name.	Preferred name is used for candidate communications and legal name is used to establish official records.			

Functional Requirements
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Ref #	Category	Name	Description	General Notes	OPM Phase	Vendor Self Score	Vendor Response (required)
B1.148	Profile Management	Candidate status - self-service	Ability for the candidate to log in and view the current process status for each individual position applied to in the last x days/months/years. (e.g.. App received, pending review, required documentation provided, complete, etc.)	App received, pending review, required documentation provided, complete, etc.)			
B1.149	Communications	Adjust frequency of auto-notifications.	Ability for the job seekers/candidates to adjust their notification frequency preferences as needed (all communications, daily, weekly, monthly) for job alerts.	Job seeker can manage how often they receive job alert notifications.			
B1.150	Mobile	Mobile app	The ability to have a mobile application that allows job seekers to be notified, search and apply directly to the system through the app.				
B1.151	Employment Branding	Career Portal hosting	Support hosting a career portal to advance BPA's recruitment messaging and job seeker experience. Site should be able to host multi-media in a dynamic manner to ensure fresh, exciting content.				
B1.152	Integration	Service Connection Integration	Ability to accept request from SVCX and assign/re-assign to specific users based on role.	SVCX - Service Connection is a developed instance of MetaStorm BPM. It consists of a Sharepoint portal, web parts, and a web based application	1 - Recruit Initiation		
B1.153	Integration	Service Connection Integration - Suitability/Background check	Supports point of integration with SVX at the point of tentative job offer acceptance to provide downstream providers with necessary notifications and selectee information.	Leverage existing workflow in SVX to notify downstream providers for on-boarding. SVX (same as SVCX) see above	8 - Job Acceptance		
B1.154	Forms	Create and send forms	**Ability to build and send an ad-hoc form. Needs to support: (1) forms to prospects and candidates to get more information and then have responses attached to the record; (2) individuals not in systems - (a) invitation to apply or express interest, and (b) selecting officials to provide feedback**	CA5 form (are you still available to work), checking on availability and interest (missed consideration). Invitation to apply. SO to provide feedback			
B1.155	Forms	Use forms to collect feedback or information	Ability to tie forms to workflow in which data can be collected and then tied back to that candidate, prospect or applicant's record.	Collect additional information from candidates when sourcing from the database. Collect feedback after selection or for those not selected. Verify interest in continued consideration.			

Functional Requirements
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Ref #	Category	Name	Description	General Notes	OPM Phase	Vendor Self Score	Vendor Response (required)
B1.156	Forms	Satisfaction Surveys	Ability to support auto-sending satisfaction surveys to the manager and the applicant at time of offer acceptance and have the results secured by sending to a designated email address or role.	Required by hiring reform.	8 - Job Acceptance		
B1.157	Compliance	Forwarding files attached to a record	Ability for a file attached to the applicants record to be forwarded. System should also capture time/date stamp, who sent the file , and to whom.	Downstream organization needs it to complete the hire.			
B1.158	Compliance	RPL workflow	Ability to house a "job bucket" such as missed consideration or an RPL list within the system and track against specific parameters by individual - expiration date, how many times they have been given consideration. Talent Acquisition System should auto capture date run and who ran each time.	System queries the RPL list prior to posting VA - Talent Acquisition System should run a query prior to the Cert being issued against job parameters and identify individuals that need to be considered. NOTE - prioritized as medium given potential workaround, which assume strong database search capability with tags and or structured data fields Reemployment Priority List - The RPL is a job placement program administered under rules prescribed by the U.S. Office of Personnel Management (OPM). All Federal agencies must maintain an RPL to provide priority reemployment consideration for certain separated employees	5 - Applicant Evaluation		
B1.159	Notification	Workflow - trigger notifications	Ability for a business user (RSA, recruiter, etc) to create and send auto notifications for a workflow step based on a set number of days from a specific trigger and display in Talent Acquisition System. Must be configurable by business users rather than IT.	Notifications need to be sent to the RSA, SO or candidate depending on the workflow step. Ex - tentative offer is extended and candidate has not clicked accept or decline after 2 days - notification is sent to the RSA and candidate. SO has not made selection from Cert within 30 days - notification is sent to SO and RSA.			
B1.160	Email	Status auto communications	Ability for a business user to map email to workflow/process stage and have emails sent automatically, in bulk or manually. Support custom communications for targeted marketing. Must be configurable by business users rather than IT.	Ability to inform applicant about their current status in the process. Some emails trigger automatically by workflow step / status changes. Need to support bulk actions when changing status in masse. Ability override to manual to accommodate variance in process. Generate targeted campaigns for sourcing and outreach.			

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B1.161	Dashboard	Visual cues supporting req management	Ability for a business user to set calendar day thresholds by workflow phase for a requisition and compare to actual. And then be alerted by visual cues (Red, Amber, Green). Need to be able to see a rolled up view by function,org, and hiring team.Must be configurable by business users rather than IT.	User needs quick and clear visibility into which requisitions are not on target to meet timeline expectations.			
B1.162	Approvals	Workflow per requisition	Ability for a business user to configure workflow by requisition to support approvals at designated points in the process as well as advanced assessment hurdles.Must be configurable by business users rather than IT.	Adapting successive hurdle workflow, approving bonuses, VA draft, internal reviews.			
B1.163	Approvals	Workflows to support hiring authorities / areas of consideration	Ability for a business user to support multiple configurable work-flows by hiring authorities, areas of consideration, practice or category of positions. Must be configurable by business users rather than IT.	Different process approval workflows are needed for specific positions (e.g. Bid list, SES positions, DEU, merit, etc.).	1 - Recruit Initiation		
B1.164	Approvals	Approval workflow with attached documents	Ability to attach supporting documents and route for approval at any point in the process.	EJ/SES hiring package approval required prior to sending to DOE/SMRB. GS Comp and or recruiting incentives needing separate approval. Approve Position Descriptions (PD) and assessment plans.			
B1.165	Dashboard	Dashboard	The system should have a front-page that serves as a dashboard for KPIs and tasks on a contributor basis that provides a view of time to hire by each of the OPM 9 phases. The view of this information should be configurable by role.	RSA needs to prepare for consultation, and would like to see what jobs are currently in flight so that a timeline can be projected.			
B1.166	Mobile	Mobile Interface - Candidate	Support mobile version of the site. The ability for candidates to complete tasks using a mobile device / Smart Phones (e.g. submitting resumes, reviewing communication, etc.). System must be able to be easily used to search for jobs, complete a profile, and navigate basic functions.	Candidates can get mobile notification, apply for jobs. Vendor must include mobile browser compatability in RFO respones			
B1.167	Mobile	Mobile interface - User	Support mobile apps and ability for recruiters, selecting officials to complete tasks using a mobile device / Smart Phones. System must be able to be easily used to navigate basic functions including tasks and approvals.	Selecting officials can receive Certs and disposition referrals.			

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B1.168	Training	Training documentation	The Vendor should provide role based training documents and FAQs in electronic format. There should be online access to help text and documentation for system related questions.	The training materials should be electronically based, rather than paper-based.			
B1.169	Knowledge Management	Knowledge management linking	Ability to create deep links, that open separate windows and keep your current window (such as explorer) active. Should support Explorer, Safari, Firefox, Chrome at least (technical).	Ability to be in Talent Acquisition System, link to DOE, OPM, office of governmental ethics.			
B1.170	Knowledge Management	Online collaboration	Ability to use collaboration mechanisms within the tool and pass information about candidates and job specs between users.	Recruiter and RSA and pass information, edits and supporting information back and forth relating to a requisition.			
B1.171	Workflow	Event-based actions	System supports simple, intuitive user interface. Capability to support multiple transactions from one page as "event-based" hiring actions vs. individual transactions on separate pages.	Ex of "event-based" action - hire this person at this grade level, pay, complete all the activities from one screen.			
B1.172	Data Management	Required fields	Ability to set required fields throughout the system. Must be configurable by business users rather than IT.	Requisition needs to include specific information that is regulated.			
B1.173	Data Management	Formatting within text boxes	Ability for business users to set formatting rules within user and candidate text boxes (Spell check, cut and paste). The ability to set character limits for text boxes. Must be configurable by business users rather than IT.				
B1.174	Candidate Management	Candidate / Applicant opt-out	Ability to remove someone that wants to be removed from the database if they have not directly applied to a job.	Support individual requests for removal from BPA database.			
B1.175	Self Service	Add/edit/delete self-service	Self-service capability for Business Function Users (by permission status) to maintain configuration items (like libraries, mail tempates, fields...) and not have to go to a system administrator. Add/edit/delete interface and library items such as drop-down list values, designating required fields, adding form fields, questions, KSAs, etc.	Updating candidate profile to include a new required field to support business need.			
B1.176	Workflow	Digital Signatures	The ability to collect digital signatures (technical requirement) and display in a system view as approved/signed by "x".	Examples of signatures needed: CERT, Rating and ranking, PD cover, Incentive approval, VA review.			
B1.177	Employment Branding	Brand congruency - communication	Ability to support employment branding across communications.	Have BPA signature images embedded in communications; include embedded links to videos or other content related to specific job or BPA			

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B1.178	Preference	Default communication configuration	Ability for the system to follow the default communication configured for the type of message.	Job alerts and other prospecting information could follow the candidate's preferred method but the job offer would be sent only one way to applicants.			
B1.179	Preference	Communication channel flexibility	Ability for the system to support manual or automatic channel communications based upon candidates/applicants preferred method.	If candidate has selected email as preferred method, notifications and other messages are delivered in email.			
B1.180	Preference	CAN-SPAM Act	System communication configurations conform to CAN-SPAM act requirements.				
B1.181	Notification	Job alert notification types	Ability for the job seeker/candidate to select their preference in receiving system communication when expressing interest and when applying for a job that includes: RSS, text, email.				
B1.182	Self Service	Configurable email addresses	Ability to determine the "sender" of an email: 1) specify if system generated and allow replies to a specific mailbox; 2) specify if configured to come from the logged-in user and support replies to the user's email account.	Some system application email boxes do not allow replies. System needs to allow applicants to reply to emails.			
B1.183	Requisition Management	Email communications - enter adhoc data into template letter	Ability for designated functional business user to configure adhoc fields within a template letter prompting user to enter applicant specific data. Must be configurable by business users rather than IT.	Individual scores for the Apprentice program test results added to letter template			
B1.184	Mobile	Mobile communication	The ability to utilize mobile communications with candidates.				
B1.185	Mobile	Text messaging	Ability to allow people to opt in for text messaging during the application process, iframe interest submission and record in candidate record. System applies rule to allow or disallow texting to candidate and present the appropriate disclaimers.				
B1.186	Candidate Management	Parent / Child comm management	Manage communication notifications within the parent / child configuration to avoid confusing applicants who applied to multiple grades per job.	Multi grade communication, DE and Merit.			
B1.187	Candidate Management	Cancelling / Changing Vacancy Announcement posting	Ability to inform applicants who have applied for a job that the VA has been modified or cancelled.		4 - Vacancy Announcement		

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B1.188	Candidate Management	Map communication response to record	Automated communication with the candidate to determine if they still want to be considered and attach the response to the candidate record.	Ex missed consideration - recording their responses is regulatory.			
B1.189	Candidate Management	Communication warnings	Ability for the system to "warn" the recruiter that they are about to send a duplicate communication.				
B1.190	Data Management	Mobile - capture responses	The ability to send a text message that allows candidates/applicants to reply to the message and then capture the person's response in their record (time and date stamp).	Send a candidate a message to see if they are still interested in the job and the system would capture their response.			
B1.191	Library	Email library	Ability to support an email library and select specific communications by selecting from a drop down list of letter choices. Within the library - ability to create specific template names in addition to subject line.				
B1.192	Self Service	System email	Ability for designated functional business user to develop and add new emails to the system real-time. Need to have ability for any User (with appropriate permission level) to create, revise and otherwise manage email templates without working through a system administrator.	Support specific business needs for communications.			
B1.193	Self Service	Pre-dated communications	Ability to set a date to pre-schedule communications.	Have flexibility to time when a communication is sent (tie to workflow to control final communication of selection).			
B1.194	Self Service	Email other parties involved in process	Ability for designated functional business user to set email notifications to CC specific system roles at workflow steps as needed	Ability to generate automated CC's to SO for updates - ex offer letter.			
B1.195	Self Service	Email - subject line	Ability to configure the subject line of each email - including templates/library and adhoc. Must be configurable by business users rather than IT.				
B1.196	Data Management	Comprehensive record view	Ability to view all actions and records related to an application supported by system reconciling for duplicate candidates.	Supports applicant and FOIA inquires. FOIA - Freedom of Information Act			
B1.197	Requisition Management	Requisition documentation	Ability to attach the PD, PD cover sheet, crediting plan (or equivalent) to a requisition and capture the following in dedicated fields: classification date, position sensitivity and public trust, travel requirement, title/series/grade, organization.	PD - Position Description			

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B1.198	Data Management	Legal scan	Ability to scan text boxes for legally offensive words (e.g. old, tall, etc.) and warn the user upon saving or exiting.				
B1.199	Audit	Electronic case file	System supports documentation within each job requisition that is equivalent to creation of an electronic Case File.	Ability to view and/or re-produce clearly documented records supporting the hiring process. Complies with A123			
B1.200	Audit	Audit View of case file	System documentation should support audit view of the complete case file based on an individual requisition. Should be able to export the entire case file into a single pdf file or provide an alternative way to audit the file such as controlled audit view by requisition with print capability.	Quarterly audit, HCMAP, EEO, DOL, DOE			
B1.201	Parameters	General Report Parameters	Ability to create report parameters that include but not limited to: Custom Date range, grade/level, organization, Permanent Hire, Term Hire, Temporary Hire, Title, Job Series, requisition date, hire date, elapsed process time to date, etc. Any combination of structured data fields or tags are available for users to generate ad hoc reports, and to save those reports.	Recruiter and RSA need to generate real-time report of hires to date for an organization to inform plan for future hiring needs with leadership and develop sourcing/recruiting strategies.			
B1.202	Parameters	Report views	Ability to create real-time reports, select the parameters, export results to excel, PDF, etc. and share output with others without knowledge of database architecture				
B1.203	Parameters	Pipeline view	Have the ability to report on people in the database who match specific criteria (to be identified with potential jobs) captured thru structured data fields, ad-hoc tags, resumes and workflow/candidate status (such as readiness, already interviewing) without knowledge of database architecture	1. Provides view into depth and composition of talent pool. 2.Need to development recruitment strategy and/or provide guidance to manager on resource needs to determine additional advertising or recruitment support			
B1.204	Parameters	Report - Source effectiveness	Ability to support real time reporting analytics on source effectiveness (# sourced, # applied/qualified/selected by source).				
B1.205	Parameters	Report - Candidate Attrition	Ability to report on applicant attrition/incompletion during the application process by vacancy and in aggregate view during the application process.	Did they search for the job, did they apply for the job, did they complete it? To evaluate process effectiveness.			

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Ref #	Category	Name	Description	General Notes	OPM Phase	Vendor Self Score	Vendor Response (required)
B1.206	Parameters	Report - Segmented view of talent pool	Ability to create real time prospect/candidate lists/reports by specific types (E.g. a Register of Veterans interested in specific jobs and locations). Leveraging structured data, tags, and workflow. Ability to segment prospects/candidates, ability to get a view of depth and readiness. Ability to get a segmented view of data (depth, by prospect, by skill, by level, by status in hiring process (not vet or career status), interested in BPA, readiness to join)	Need to have groupings/lists of prospects independent of an active requisition (Veterans, ICTAP, missed considerations, reemployed annuitant, disabled, reinstatement, Peace Corps, VRA, etc.			
B1.207	Parameters	Report - Candidate conversion	Ability to support real time reporting analytics on prospect conversion, candidate conversion (applicant to hire), by quality category (minimum qualified, well qualified, best qualified), evaluation hurdle pass rate by quantity and percent and other parameters.	100 applicants, 60 passed hurdle 1 , of those 30 passed hurdle 2, etc.			
B1.208	Parameters	Report - Cost per hire	Ability to support real time data collection and reporting on cost per hire (CPH) and/or by source of hire	an example of elements included in CPH-- advertising, head hunter			
B1.209	Parameters	Report - Team productivity	Ability to support productivity measurements across the hiring process workflow (sourcing through conversion) by hiring team (RSA, Recruiter, sourcer, HR Asst, SO…) .	Report on myriad process data by role and relationship.			
B1.210	Parameters	Report - Prospect/Candidate communications	Ability for system to provide metrics on campaign emails that have been sent from us to prospects/candidates (who has read, who has received them, who hasn't).				
B1.211	Sharing	Report sharing	Ability to share a link to a dynamic report.	Provide hiring manager visibility into hiring process with optimum efficiency			
B1.212	Compliance	EEO Report - MD715	Ability to support the MD715 (EEO) report. In which we collect and report on EEO data for candidates that self-identify there ethnicity and race when applying for a job. (Reported by Vacancy Announcement).	Management directive 715 reporting requires BPA to report EEO data annually, in which we provide data for Applicants, Employees. Data set includes: Race/National origin and disabilities.			
B1.213	Compliance	EEO view	System can support a controlled, limited access EEO view by category of jobs or job requisitions.	Supports a specific investigation.			

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B1.214	Compliance	Report - OPM veterans alignment report	Ability to support the OPM Veterans Alignment (DVAAP) report in which disabled veterans have been hired or expressed interest.	Annually we need to report on Disabled Veterans Affirmation Action that expressed interest or was hired.			
B1.215	Workflow	TAC true up date	Ability to create a digital operating level agreement, share with hiring manager and show a comparison view of projected dates and actual dates by workflow steps	This would be used to true up actual dates with projected dates with the SO (currently the Talent Acquisition Contract) similar to operating level or service level agreements with individuals steps and timelines.			
B1.216	Workflow	SF52 tracking dates	Supports capturing time stamps mapping to OPM phases by hiring scenario for each selection.	Aligns with OPM directives on phases of the hiring process, according to each hiring scenario.			
B1.217	Workflow	Data mapping	Ability to map work flow process to SF52/OPM 9 phases, produce real-time reports and feed data to the DOE (flat file) with automatic and manually entered data.	User views current metrics for SF52 reporting, inputs manually any additional notes or fields as needed and report is sent automatically (daily or real-time).			
B1.218	Workflow	Auto-source tracking	Ability to support auto tracking by source to identify the recruiting source for a specific job seeker and report on overall conversion by source and other parameters.	Cookie crumb trail data is captured and follows multiple trails (Google, LinkedIn, to BPA Database to Hire)			
B1.219	Workflow	Real time data feeds and reporting	Supports all data submitted through TAS is updated in real-time (e.g. creating jobs, receiving candidate applications…). Ability to report on same data elements real-time.	Need to understand applicant flow per job at the time of extending a VA.			
B1.221		system availability 2	The system processing time during data entry by a user must meet technical requirements and user session does not time out for 30 minutes (see also security requirements).				
B1.222		User Help	The vendor is required, at a minimum, to provide live customer help to BPA's designated systems administrator, 7:00 am – 8:00pm PST, Monday through Friday, excepting Federal Holidays.				

Technical Requirements

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T1.01	Average concurrent users	system must support: 25 - 30 cores users at 10% concurrency 300 staff at 1% concurrency 5000 + external applicants via internet or interfaced through another system (ie USAJOBS)			
T1.02	Peak number concurrent users	system must support: 400 - 500 total internal staff (5-6 concurrent system requests) 300 - 500 external applicants - assume 10% concurrency for web, 5 - 10 concurrent system requests			
T1.03	Average number of transactions	system must support: 1,000,000 applications per year 50,000 appx transactions per hour			
T1.04	Peak number of transactions	system must support 300,000 transactions - assume 6x normal traffic			
T1.06	system compatability	Solutions must be compatible with and support BOTH IPv4 and IPv6			
T1.07	automated backups	If any component is required to reside on a BPA Server, then it must be capable of automated backup via BPA standard backup hardware and software (Veritas Net Backup)			
T1.08	application data residence	All application data shall reside in the database (hosted or on-site).			
T1.09	Data Archiving	The Proposed Solution must be capable of archiving data (selection criteria [e.g. age] configurable by the users). Archived data must be readily retrievable within the application. Hosted solutions must allow BPA to access all BPA data, historical and current, via the application.			
T1.11	Industry-standard servers	If any component is required to reside on a BPA Server, then the Proposed Solution must utilize industry-standard Windows-based servers. BPA's current standard is X86 architecture, AMD/Intel agnostic (solution will have no dependencies on either AMD or Intel chip set features that prevents solutions from running on servers using AMD's chip set or Intel's chip set) multi-core, multi-processors running Windows Server 2003, Windows Server 2008 and Windows Server 2008R2. Database and Exchange Servers are exclusively 64-bit.			
T1.12	Transaction Failure notification	The application shall provide immediate notice to the user if a transaction fails for any reason.			
T1.13	Windows Event log 1	If application has a client side footprint then Client application software must run under the accounts of individual users and must log local client errors to the local machine in the Windows Event log.			
T1.14	Multithread application	Application services must be multithreaded and able to utilize multiple-core and multiple-processor server hardware			
T1.17	Application administrative interface	Application must have an administrative interface that allows centralized, remote management of users, servers (other than remotely hosted servers), communication, and load			

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T1.19	BPA must have option to opt-out of upgrades/updates	Forced or non-requested software updates or automated status/error messages to the vendor or other external parties must be capable of being limited or disabled by BPA staff. Please provide update schedule and windows of time BPA has to accept the updates			
T1.15	Non-destructive rollback method	Vendor must provide a non-destructive rollback method for software and database structure upgrades			
T1.20	Licensed Third Party tools	The vendor must provide licenses for any third party tools or libraries required for the Proposed Solution. All third party tools and libraries are subject to approval by BPA CTO.			
T1.21	Windows Event Log 2	If any component is required to reside on a BPA Server, then Application errors, warnings, and high-level actions (startup/shutdown/restart) events must be written to the native Windows Event Log in a separate custom log view. Details of application activity must be written to external, BPA controlled, files in a standard structured text format			
T1.22	Transaction auditing	The Proposed Solution must provide transaction auditing of user interactions, including logon ids (whether for individual user or external systems) and timestamps in conformance with Sarbanes-Oxley and OMB Circular A-123 -- Management's Responsibility for Internal Control			
T1.23	auditing of system security changes	The Proposed Solution must provide auditing of system security changes, including logon ids and timestamps of those making changes in conformance with Sarbanes-Oxley and OMB Circular A-123 -- Management's Responsibility for Internal Control.			
T1.24	Independent upgrade timeline	BPA wants to have the latitude to test and upgrade its implementation of the vendor software on an independent timeline. Vendor upgrades will be inclusive of changes made in previous releases allowing BPA to skip versions if necessary. (separate DEV, Test and Production environments). Please indicate if any extra costs associated with enabling additional environments.			
T1.25	Source code controls	Vendor must practice source code control with industry-standard tools such as Microsoft Team Foundation Server			
T1.26	software versioning	Fully disclose the software versions and updatesto BPA. This version information must be available online at anytime.			
T1.27	software release notes	Vendor must provide complete release notes for each software version delivered to BPA.			
T1.28	BPA held source code	Vendor must provide current source code to be held by BPA in on-site escrow storage, with the understanding that BPA personnel cannot access it unless certain conditions described in the contract are met (e.g., financial failure of vendor that results in the end of support for the software).			
T1.29	Vendor QA program	Vendor must have a documented QA program in place, acceptable to BPA, and must practice proper quality control and testing prior to releasing products			
T1.30	Vendor bug resolution	Vendor must have a documented bug reporting and resolution process in place including response time standards consistent with agreed upon SLA			
T1.31	Vendor Problem report escalation	Vendor must have a problem report escalation process that is acceptable to BPA			
T1.32	complete vendor documentation per release	Documentation (technical and user-oriented) must be complete and updated with every software release (including minor releases).			

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For each requirement below, enter the Vendor Self Score to define how your product meets BPA's requirements. Enter an associated comment in the Vendor Response column. The Vendor Response must include specifics on how the vendor meets the requirement. See "Scoring Criteria and Key" worksheet for definition of Vendor Self Score.

Ref #	Name	Description	General Notes	Vendor Self Score	Vendor Response (required)
T1.33	electronic vendor documentation	Documentation must be made available in an electronic, editable format that can be customized and used for training purposes	1) The Vendor shall provide BPA with updated documentation of the database schema with the initial installation and with every upgrade. This documentation should include a Data Dictionary, either as data attribute comments in the database schema or as a separate document, with complete entity descriptions and meaningful attribute definitions. 2) Documentation will include A) Installation instructions B) Monitoring instructions C) API/web service		
T1.34	Distributed layered solution	The Proposed Solution should consist of the following layers: presentation layer, application layer and data layer.	Disclose vendor architecture and if it varies from this model.		
T1.35	Interconnected TCPIP network	All components of the Proposed Solution shall be interconnected using BPA standard TCPIP-based network protocols			
T1.36	Virtualization	The Proposed Solution should allow sharing of the host resources of the relational database management system (RDBMS), application server, and web server layers (i.e. should not require dedicated servers).			
T1.37	Backup and restore methodolgy	Hosted solutions should practice a backup and restore methodology that meets BPA's Restore To Operations objectives (specify).			
T1.38	server failure recovery	11) In the event of a failure of the primary database server the software will allow a failover to a secondary database server within (specify allowable downtime).			
T1.39	automatic load balancing	Failure of any single application server should be managed by automatic load balancing and should not result in the loss of application availability or data.			
T1.40	server application deployment	Delivered server application software not deployed as a COM+ package or Web Service must run as Windows Service capable of running under a non-interactive user account as a system service supporting least privilege for application execution and administration. Hosted solutions may be granted an exception from this requirement.			
T1.41	vendor documentation API's	The Vendor shall provide a detailed written description, including examples of usage, of all Application Programming Interfaces (API's).			
T1.42	Vendor consultation - API's	The Vendor shall provide consultation on the best use of the APIs to meet BPA functional requirements for data input, reporting, and application integration			
T1.43	replicated databases	Access to the local delivered or replicate databases shall be via industry-standard tools, such as ODBC, and shall allow access to retrieve all BPA data in the database			
T1.44	BPA data ownership	BPA shall retain ownership of all BPA data without additional charge by the Vendor and have the right to perform any required data analysis or mining without charge. BPA shall have the right to a copy of all BPA data in the database structure for with no limitations on use.			
T1.45	vendor certify execution in BPA environment	If any component is required to reside on a BPA Server, vendor will certify application will successfully execute and run in BPA's environment			

Technical Requirements

IT solutions implemented in BPA must meet the standards established by the Chief Technology Office (CTO). The CTO has the prerogative to disallow technologies that do not meet the BPA standards. Products not written to BPA standards will require an exception from the CTO.

For each requirement below, enter the Vendor Self Score to define how your product meets BPA's requirements. Enter an associated comment in the Vendor Response column. The Vendor Response must include specifics on how the vendor meets the requirement. See "Scoring Criteria and Key" worksheet for definition of Vendor Self Score.

Ref #	Name	Description	General Notes	Vendor Self Score	Vendor Response (required)
T1.47	no additional version charges	Additional charges (beyond standard maintenance agreement) will not be imposed for subsequent versions of the vendor software (or required 3rd party components).			
T1.49	99% uptime	The Proposed Solution must be able to meet a 99% uptime requirement measured by the availability of the full, normal product function			
T1.50	redundancy	The Proposed Solution must support both site-redundant installation and within-site redundancy (e.g., clustering, redundant application serves).			
T1.51	operation resumption	For delivered solutions, upon site failover, the Proposed Solution must be capable of resuming normal operations quickly with no loss of data			
T1.52	redundant application server solutions	Database implementation for delivered solutions must support a fully redundant site with the ability to execute a seamless failover with no loss of data with minimal loss of service to the users	In the redundant application server solution, the application must be capable of continued operations in the event of the failure of one application server without impact to users beyond transactions active at the time of failure		
T1.53	simultaneous replication	Hosted solutions must support simultaneous replication to two or more BPA-sited replicate databases via separate data feeds and network connections.			
T1.54	database reconnect	In the event of a database fail-over (between-site or between-cluster node), the application shall reconnect to the active database without impact to the stability of the application			
T1.55	vendor recommended procedure adaption to BPA standards	The vendor shall recommend and document backup, disaster recovery, and archiving procedures to BPA and shall assist BPA in adapting these procedures to BPA standards			
T1.56	vendor solution compatibility	If any component is required to reside on a BPA Server, Vendor will ensure provided solution is compatible with all Operating System, Database System, etc. service packs and/or required security and/or maintenance patches within 90 days of the release of said service pack or patch. If the solution requires a patch it will be delivered or made available electronically to bring the solution into compliance.			
T1.58	single sign-on solution	Application supports single sign-on solution			
T1.60	geographical redunancy	All hosted or delivered components of the system shall be redundant between at least two geographical sites (Primary and Secondary).	Hosted solutions will replicate data to both BPA's primary and secondary data centers.		
BT1.02	Classification Solution Interface	Ability to integrate with vendors who provide automated classification tools			
BT1.04	Interface with PeopleSoft Hrmis	Ability to integrate with PeopleSoft 9.0 and send data of "hired" applicant. PeopleSoft HCM 9.0 uses Service Oreinted Architecture for both single and mass transactions.			
BT1.09	Self-Service	Need the ability to assign permission to add workflow, letters, etc. by a functional business owner			
BT1.10	accomodation	System complies with ADA 508			
BT1.12	Generate TTH report in accordane with OPM 9 phases	Ability to define data fields and easily map data to existing reports.			
BT1.16	Assessment tools integration	Ability to integrate with third-part assessment systems. Please list out the systems and level of integration.			

Technical Requirements

IT solutions implemented in BPA must meet the standards established by the Chief Technology Office (CTO). The CTO has the prerogative to disallow technologies that do not meet the BPA standards. Products not written to BPA standards will require an exception from the CTO.

For each requirement below, enter the Vendor Self Score to define how your product meets BPA's requirements. Enter an associated comment in the Vendor Response column. The Vendor Response must include specifics on how the vendor meets the requirement. See "Scoring Criteria and Key" worksheet for definition of Vendor Self Score.

Ref #	Name	Description	General Notes	Vendor Self Score	Vendor Response (required)
BT1.17	Profile security and support	Ability for the user to change their password, and have auto communication triggered for lost passwords.			
BT1.18	Remote access	Ability for the Recruiting and Stafting Advisor, HR Assistant, Selecting Official, and SMEs to access the Talent Acquisition System remotely (ideally similarly to web mail - via a VPN token).			
BT1.23	FTP data passing	Ability to support FTP Process	ex. With Sharepoint		
BT1.24	File types, attached to records	Ability to attach files of any type or size to candidate or job record. Ex - video, pdf, txt, .doc	File types		
BT1.26	Candidate data management	System must identify and merge duplicate candidate data. Should provide notification when viewing candidate record if there is a "like" candidate, which would be accessible via hyperlink.			
BT1.27	Upload to database fromexcel	Ability to upload information to database (via Excel) without down time to external or internal users. Should be able to be executed by business functional user without requiring IT support.			
BT1.29	Integration with external applications	Ability to integrate with external applications.	Ability to integrate with external social networking or sourcing applications - Facebook, Twitter, LinkiedIn, etc		
BT1.31	Intranet and Internet	Ability to host portal on an intranet site and internet site. Ability to post jobs thru that job posting chanel (control job distribution).	For BPA only employees		
BT1.33	Time and Date Stamp	System automatically time and date stamp and ID action taker all actions			
BT1.34	User Interface - keystroke	Key stroke sensitive drop list for both internal and external usersand job seekers / applicants	Type ahead will reduce the list to the the words that start with what you typed		
BT1.36	Hard stops	Ability to create hard stops within the system based on incomplete fields, improper selections. System should terminate processes if missing workflow steps or incomplete workflow or data. Ability to configure severity level (warning vs hard stop) for workflow.	System should help prevent offer letters being sent without recruiting incentives being approved or help prevent passing over a vet inadvertently		
BT1.37	Warnings	Ability to create warnings when making selections or saving information.	SO passes over a VET with it's selection. Need a hard stop or warning to prevent this. By passing over a VET you will need to receive approval from the RSA and potentially Chief Human Capital Officer.		
BT1.39	Table structures	Ability to create and manage table structres to support any drop down or selection fields.			
T1.86	Transaction Response Time	System must have sub-second response time for on-line transactions			
T1.87	Reporting analysis response time	Reporting and analysis queries must run within 10 seconds			
T1.89	Virus Scan	Ability to perform an automatic virus scan for all file types before attaching the file			
BT1.03	Deep Links	Ability to provide deep linking within communications	For example SO receives an email to review applican package link should take them directly to the package		

General Security Requirements

IT solutions implemented at, or for, BPA shall meet the E-Government Act (Public Law 107-347) of 2002, Title III Federal Information Security Management Act (FISMA). This includes following the process outlined in NIST Special Publications 800-37 revision 1, Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach and 800-64, Security Considerations in the Information System Development Lifecycle. This also includes the process outlined in NIST Special Publication 800-144, Guidelines on Security and Privacy in Public Cloud Computing.

Ref #	Name	Description	Vendor Self Score	Vendor Response (required)
T1.61	Vendor access control for BPA users	Vendor must provide access control to system functionality and stored data for BPA users.		
T1.62	Vendor access control for vendor employees	Vendor must provide access control to system functionality and stored data for vendor employees.		
T1.63	Vendor security for backups	Vendor must backup data and code to ensure no loss of information or system capabilities.		
T1.64	Vendor recoverability	Vendor must have recovery capabilities for backed up information capable of restoring system with minimal interruption or lag time from restore request.		
T1.65	Vendor eval by relevant 3rd party	Vendor's technical systems must have been evaluated by a relevant 3rd party within the last 24 months.		
T1.66	Vendor matjurity model appraisal	Vendor's capability maturity model must have been appraised by a relevant 3rd party within the last 24 months.		
T1.67	Vendor independent security eval	Vendor's systems must have undergone independent security testing and evaluation within the last 24 months.		
T1.68	Vendor Firewall logs	Vendor must actively monitor firewall logs.		
T1.69	Vendor intrusion detection	Vendor must actively monitor intrusion detection / intrusion prevention systems.		
T1.70	Vendor implemented taget attack device	Vendor must have implemented and actively monitor a honeypot (target attack device).		
T1.71	Vendor SEM/SIEM	Vendor must use have implemented security information and event management (SEM/SIEM) systems.		
T1.72	Vendor provided Diagrams	Vendor must provide network diagram of systems that would be used for BPA services.		
T1.73	Vendor provided success metrics	Vendor must provide documented success metrics for service and support.		
T1.74	Vendor SLAs	Vendor must provide service level agreements associated to this service.		
T1.75	Vendor SLAs maintenance	Vendor must provide a record of how service level agreements associated to this service have been maintained.		
T1.76	Vendor provided problem incident mgt	Vendor must provide multi-tiered problem and incident management support to ensure high availability.		
T1.77	Vendor development and release methodology	Vendor must provide proof of mature methodology for development and release.		

General Security Requirements

IT solutions implemented at, or for, BPA shall meet the E-Government Act (Public Law 107-347) of 2002, Title III Federal Information Security Management Act (FISMA). This includes following the process outlined in NIST Special Publications 800-37 revision 1, Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach and 800-64, Security Considerations in the Information System Development Lifecycle. This also includes the process outlined in NIST Special Publication 800-144, Guidelines on Security and Privacy in Public Cloud Computing.

Ref #	Name	Description	Vendor Self Score	Vendor Response (required)
T1.78	Vendor Root cause analysis	Vendor must perform root cause analysis for customer impacting events.		
T1.79	Vendor detail problem reporting	Vendor must record and be capable of reporting to BPA problem detail for customer impacting events.		
T1.80	Vendor escalation process	Vendor must provide proof of mature problem escalation process for customer impacting events.		
T1.81	Vendor adherence tracking	Vendor must track adherence to problem and incident management processes for customer impacting events.		
T1.82	Vender must track customer impacts	Vendor must track time and duration of customer impacting events.		
T1.83	Vendor protection methodology for PII protection	Vendor must have system methodology for protecting Personally Identifiable Information.		
T1.84	Vendor NIST implementation experience	Vendor must have previous experience implementing NIST publications and standards.		
T1.85	Vendor FIPS implementation experience	Vendor must have previous experience implementing FIPS publications and standards.		
S1.5	Digital Signatures	Ability to document electronic signatures for both internal users and applicants.		
S1.6	Delegate	Ability to assign a designate in absence of the role. (Extended vacation, terminated employee)		
S1.9	Security of diversity data	Ability to secure diversity reporting to to specific people and roles. (EEO only has access to full diversity information.)		
S1.11	Set roles by user - Access Control	Ability for SME to have a limited ability to take action in the system based on roles for example(rating and ranking, interviewing)		
S1.15	Audit Access / View	Ability to assign permissions/access for federal Auditors		
S1.2	Role based	Ability to have several security and permissions based on Business Unit, level, role.		

Security Questions

The following questions do not require a numerical Vendor Self Score; however, they do require a Vendor Response. Where the question asks for a Yes/No response please provide detail supporting the answer.

Ref #	Requested Information	Vendor Response (required)
1	Describe your experience with the security authorization process (formerly certification and accreditation) as described in NIST SP800-37.	
2	Has your organization registered with the GSA Central Contractor Registration? Do you have a GSA contract number? Please list in other federal agencies using the product/service.	
3	Describe any encryption used by your system. If your product uses any encryption, please provide evidence that it is FIPS 140-2 compliant (for example a validation certificate number).	
4	Does your organization use a capability maturity model? And if so, has your level been appraised?	
5	Describe your organizations experience in documenting how security control objectives (see NIST SP800-53 for the list of applicable controls) are met in a system security plan (SSP), or similar document?	
6	Has your system undergone independent security testing and evaluation? If so, please describe.	
7	Will your company provide BPA with a System Security Plan (SSP), or similar document, describing how security control objectives (see NIST SP800-53 for the list of applicable controls) are met?	
8	Will your company provide BPA with a description of how the controls in the SSP were validated on the system?	
9	Will your company provide BPA with specific "by name assignment" documentation of roles for operational security responsibilities, in the SSP (or similar document)?	
10	Will your company provide BPA with, in the SSP (or similar document) a data flow diagram or other means to, generally show, where the data is at rest, during processing and storage?	
11	Will your company provide BPA with documentation, in the SSP (or similar document) a description the users of the system?	

Security Questions

The following questions do not require a numerical Vendor Self Score; however, they do require a Vendor Response. Where the question asks for a Yes/No response please provide detail supporting the answer.

Ref #	Requested Information	Vendor Response (required)
12	Will your company provide BPA with documentation in the SSP (or similar document) a description of access Control mechanisms, processes and procedures?	
13	Will your company provide BPA with documentation in the SSP (or similar document) a Contingency Plan for the system?	
14	Will your company provide BPA with, in the SSP (or similar document), a description of the auditing capabilities of the system?	
15	Will your company provide BPA with documentation, in the SSP (or similar document), on how your company handles and retains output from the system (See NIST SP 800-53, SI-12)?	
16	Will your company provide BPA with documentation, in the SSP (or similar document), describing your configuration management practices?	
17	Are updates to software tested and validated/verified by an independent third party, prior to being placed into production?	
18	Will your company allow BPA, or an independent third party, to perform Security Tests and Evaluations to ensure that the controls documented in the SSP (or similar document) are in place and functioning adequately?	
19	Are your employees presented with a logon banner before accessing the system?	
20	Can this logon banner be customized, or an additional banner presented before accessing BPA information?	
21	Please describe your user authentication layer.	
22	Describe your encryption capabilities. Do they comply with FIPS 140-2?	

Data Management & Models Questions

The following questions do not require a numerical Vendor Self Score; however, they do require a Vendor Response. Where the question asks for a Yes/No response please provide detail supporting the answer.

Ref #	Requested Information	Vendor Response (required)
1	Explain how your system integrates with PeopleSoft HCM 9.0, specifically the point of hiring the applicant into the Federal HR module. Indicate if this functionality also exists in 9.1 and if it is planned to be supported in future releases of PeopleSoft HCM.	
2	Explain how your system integrates with the Metastorm/ProVision BPM platform.	
3	Explain how your system integrates with USAJobs.gov	
4	What components of your applications do you typically integrate with client systems?	
5	Do you support event driven messaging? If so, to what degree? How is this commonly handled?	
6	How do you typically handle data transfers?	
7	How do you ensure confidentiality of the data?	

Service Support Approach and Plan Questions

The following questions do not require a numerical Vendor Self Score; however, they do require a Vendor Response. Where the question asks for a Yes/No response please provide detail supporting the answer.

Ref #	Requested Information	Vendor Response (required)
1	A description of the vendor's Help Desk services and operations, including, but not limited to, problem initiation, problem escalation, and problem resolution procedures. This description should describe the automated tools and databases that the contractor will use to support call monitoring, problem reporting, and problem resolution.	
2	A description of how the vendor's Help Desk effectiveness will be measured.	
3	A description of how vendor's Help Desk services support Applicant inquiries	
4	A description of how vendor's Help Desk services support BPA internal system users	
5	Please feel free to add additional information necessary to describe your support approach	

Timeline

Please be sure to list any assumptions or comments needed to justify the phases/milestones addressed along with the key dates or time ranges. **Assume a project start date of 6/4/2012**

The following template has been provided to assist you in your implementation approach and timeline. Feel free to add any additional phases/tasks that you feel are necessary. If a phase/task isn't applicable, mark it as such in the Vendor Assumptions column. Please provide any vendor assumptions that correlate to the approach/timeline developed.

Phases/Tasks	Duration	Start Date	End Date	Resource Requirements (BPA's and Vendor's)	Vendor Assumptions
Process Assessment					
Technical Assessment					
Deploy baseline software					
Configure baseline software					
Integration					
Product Enhancement / Configuration (to meet BPA specific requirements)					
Data Population/Initialization (assume BPA will not convert transactional data related to any active job requisition or applicant information whether it be current or historical)					
Report development /configuration					
Testing (functional, integration and user acceptance)					
Training - Users, Administrators, Report Writer, and Developer (include materials provided in this estimate)					
Product Rollout (go-live)					
Post Implementation Support					

Implementation Approach Questions

The following questions do not require a numerical Vendor Self Score; however, they do require a Vendor Response. Where the question asks for a Yes/No response please provide detail supporting the answer.

Ref #	Requested Information	Vendor Response (required)
1	Describe your implementation methodology. Include standard steps and timelines.	
2	What client resources do you require for implementation?	
3	What data does BPA need to provide to you in order to take advantage of your system capabilities?	
4	What materials can BPA assemble before your team arrives to help expedite the implementation?	
5	What are the job titles, roles, responsibilities, backgrounds (i.e. employment history), and reporting relationships of the team you would assign to BPA both during the implementation phase and the support phase? Please include resumes for each person within your response.	

Training Questions

The following questions do not require a numerical Vendor Self Score; however, they do require a Vendor Response. Where the question asks for a Yes/No response please provide detail supporting the answer.

Ref #	Requested Information	Vendor Response (required)
1	What type of training modules do you offer? (duration, content, delivery- face-to-face, self-paced online, virtual live conferences, mentoring, etc.)	
2	By role, how much training is required to fully utilize your system? Who would you recommend receive training? Provide an average timeline for full implementation.	
3	Please provide incremental pricing if the training services are not part of the tool itself.	
4	Describe your user guides and online tutorials.	

Operations and Maintenance Questions

The following questions do not require a numerical Vendor Self Score; however, they do require a Vendor Response. Where the question asks for a Yes/No response please provide detail supporting the answer.

Ref #	Requested Information	Vendor Response (required)
1	What policies do you have in place to prevent the disclosure of BPA information to any third party not approved by BPA to receive or review?	
2	Are any of your data or customer support centers located outside the United States or is any maintenance done outside the United States? If so, describe the components and where they are located.	
3	Describe how you will keep BPA's data physically segregated from other customer's data.	
4	Describe how data at rest is secured.	
5	Describe how data in transit is secured.	
6	Explain the technology component of the tool being proposed and include how long the current version has been in existence and utilized by clients.	
7	Please describe any 3rd parties involved in hosting and maintaining the application platform. Who are they and whad do they dow? Where are resources and phsyical facilities located? Are they running the vendor's equipment in their data center? Providing virtualized infrastructure.	
8	Does your application require that any users download plug-ins to view/use the application?	
9	Has your solution been created using third party software (for instance, report writers, etc). If third party software is required, please describe any additional licenses or infrastructure required?	
10	Has your solution been created through acquisition of functionality from the purchase of other companies?	
11	What safeguards are in place to ensure an effective roll-back if required?	
12	How much downtime (in percentage terms) have you experienced each year over the last 3 years? What were the reasons for the downtimes? How much uptime can BPA expect?	
13	What number of critical incidents have you had in the last 3 years and what was the highest and lowest resolution time?	
14	What is your notification process to customers and to applicants if there is a critical issue in the system?	

Operations and Maintenance Questions

The following questions do not require a numerical Vendor Self Score; however, they do require a Vendor Response. Where the question asks for a Yes/No response please provide detail supporting the answer.

Ref #	Requested Information	Vendor Response (required)
15	Do you have a test region and bug reporting system available for problem resolution?	

Customer Service Questions

The following questions do not require a numerical Vendor Self Score; however, they do require a Vendor Response. Where the question asks for a Yes/No response please provide detail supporting the answer.

(Please differentiate if there is incremental pricing for some of the service levels you indicate or if the services are of part of the tool itself).

Ref #	Requested Information	Vendor Response (required)	Any incremental change in price?
1	What type of resources will you provide if we upgrade one of our systems that are integrated with your system, i.e., PeopleSoft?		
2	What types of customer service support do you offer for internal (BPA) users?		
3	What types of customer service support do you offer for applicants? What are your response times for applicants?		
4	What tiers of support do you offer and what are your response times? Please break these out by applicant versus internal (BPA) users. Do you operate at least from 6:00 AM to 7:00 PM Monday-Friday, Pacific Standard Time?		

Detailed Response Instructions to Offerors

Talent Acquisition System

Bonneville Power Administration

Table of Contents

1 RESPONSE GUIDELINES AND INSTRUCTIONS

1.1 Purpose of the Request for Offer (RFO)

The purpose of this Request for Offer is to gather information that will assist BPA with selecting a Talent Acquisition System. The Talent Acquisition System will support the Federal hiring environment and more effective competition for talent that supports BPA's business continuity over time.

Per Attachment 1 clause, Proposal Preparation Instructions, BPA's evaluation will focus on the following four areas, listed in descending order of importance:

- Technical Response (Functional Requirements, Technical Requirements, Security Requirements)
- Compliance (Privacy, FISMA / NIST)
- Experience
- Price

BPA will consider responses for both SaaS and On-premise solutions.

1.2 RFO Submission and Evaluation Schedule

The following table summarizes the anticipated critical dates associated with this RFO. This list is provided merely as a general guide, and is subject to change:

Date	Activity
Monday 2/13/2012	BPA issues RFO to Vendors.
Friday 2/17/2012 5:00 pm Pacific	Vendors notify BPA of intent to Respond.
Friday 2/17/2012 5:00 pm Pacific	Vendors submit questions via email to Contracting Officer's Representative regarding the RFO, referencing the section and question # to be clarified.
Thursday 2/23/2012 5:00 pm Pacific	BPA provides a consolidated list of Vendor questions and BPA responses to all Vendors.
Friday 3/9/2012 4:00 pm Pacific	Vendor RFO responses due to BPA.
Friday 3/16/2012 5:00 pm Pacific	BPA will notify Vendors that will be asked to provide on-site Demo's
Monday 4/9/2012 through Thursday 4/12/2012	Vendor On-site Demos, as needed or requested (all day)
Monday 4/23/2012	Evaluation period ends and notice of intent to award issued

Date	Activity
Monday 5/21/2012	Negotiation of contract anticipated.
Monday 6/4/2012	Work commences.

1.3 Confidential Agreement

Offerors may be required to enter into a mutual Confidentiality Agreement with BPA if some information provided during the bidding process is considered confidential and secure.

1.4 Internal Controls Review

The selected Vendor will be required to provide documentation regarding the Vendor's IT infrastructure general controls, to be evaluated by BPA for compliance with Federal regulations for this type of information, including FISMA/ NIST and Privacy Act applicable standards. The documentation will need to be available to be reviewed on a regular basis, as determined by BPA.

1.5 Vendor Proposal Instructions

The following identifies the attributes of interest that must be addressed in your offer submitted to BPA for evaluation. All offers must address the areas described below:

1. Business Proposal:
    a. Vendor and product information. (Section 2 Exhibit A of this document).
    b. Completed Schedule of Prices (Section 2 Exhibit B of this document). **Please be aware that BPA is open to alternative approaches or suggested changes to scope and/or deliverables based on the vendor's experience and judgment. Such suggested changes should be priced separately from the core business solution proposal.**
    c. Completed Representations and Certifications. (See Attachment 2 of this RFO).

2. Functional/Technical Proposal:
    a. Completed Response Appendix (See Attachment 6 of this RFO). **Completed responses must be saved and submitted in the MS Excel file provided.**
    b. Refer to SOW Section 2 (See Attachment 4 of this RFO) when responding the tabs in Attachment 6.
        1. Functional Requirements tab completed.
        2. Technical Requirements tab completed.
        3. Security Requirements tab completed.
        4. Security Questions tab completed.
        5. Data Management and Models Questions tab completed.
        6. Service Support Approach and Plan Questions tab completed.
        7. Timeline tab completed.
        8. Implementation Approach tab completed.
        9. Training Questions tab completed.

10. Operations and Maintenance tab completed.
11. Customer Service Questions tab completed.

3. Scripted demonstrations may be required during proposal evaluation. If demonstrations are required, the Contracting Officer will contact Vendors to schedule a time. BPA anticipates that the demonstration will take up to 1 day. The scripts for the demonstration will be furnished to the Vendor at least 5 business days prior to the scheduled demonstration time. Vendors will be required to be onsite for the demonstration, and the software demonstration must be performed using a live system, and will be subject to BPA's technical and security requirements.

2 EXHIBITS

2.1 Exhibit A: Vendor and Product Information Template

The following information will provide BPA a detailed overview of your company. Please note that any responses provided in your response to this RFO will become part of BPA's official records.

Ref.	Requested Information	Vendor Response
1	Corporate Name.	
2	Corporate Headquarters Address.	
3	Primary contact (name, address, email address, phone number).	
4	Number of employees.	
5	Capitalization of company - public or privately held. If publicly held, please provide stock symbol. If privately held, please provide major investors.	
6	List affiliates of the company, including parent company and subsidiaries.	
7	For the last 3 years, provide company's audited financial statements for publicly held corporations. BPA will consider alternative financial data from companies that are privately-held entities, including annual revenues, employee headcount, profitability, credit information, and banking references.	
8	For the last 5 years, list corporate actions affecting the capitalization of the company. Corporate actions include sale/acquisition (assets or equity), issuance of equity, bankruptcy filing, company name change and other changes affecting the capitalization of the company.	

Ref.	Requested Information	Vendor Response
9	For the last 5 years, list all litigation related to the company or its predecessors as a plaintiff or defendant. Please indicate status of litigation (filed, settled or judgment).	
10	Provide the names of software products and modules referenced in your response.	
11	Provide the version number and release date of software product and modules referenced in your response.	
12	Provide # of years the software product and modules has been in use by clients in production.	
13	Provide links to relevant example projects (preferably in the federal sector) if possible and describe the levels of customization that were required for the referenced projects.	
14	For the software product and modules referenced in your response: • List five (5) established reference customers (3 must be U.S. Federal sector clients), i.e., customers that have been using the system for at least one full year, providing the following information: - Customer name - Customer contact name, email and phone number - Year of installation - Software version (original and current for product and modules) - Indication whether customer is on maintenance. - Deployment methods: SaaS vs. vendor hosted	

Ref.	Requested Information	Vendor Response
	(dedicated instance) vs. non-hosted (runs on customer's hardware) environment • Provide the total number of active customers in the Federal customer base. • Number of customers that are operating in a hosted (SaaS) vs. non-hosted (runs on customer's hardware) environment	
15	If implementation not managed by Vendor's own professional services organization, provide list of implementation partners. (include contracting relationships and country of operations). Note: BPA expects that selected vendor will provide implementation services, if otherwise, BPA will require additional disclosure on who will be implementing.	
16	List the documentation and electronic system support tools provided to clients as part of the licensed product. Please indicate any additional costs related to the documentation and electronic support tools.	
17	Describe methods for reporting transactions (vendor provided standard reports, reporting services and/or reporting tables, DB access/ad hoc queries).	
18	Describe your systems online help and documentation.	
19	Describe your electric utility experience in talent acquisition, if applicable.	
20	Provide the resumes of any Key Personnel who will be assigned to this agreement, and their anticipated role.	

2.2 Exhibit B: Pricing Sheet Template

All pricing should be done within the pricing sheet template provided below. If adjustments need to be made to the template below in order to accurately reflect pricing, please feel free to add additional lines or provide comments. Please justify each cost with any necessary assumptions.

1. Pricing must be fully comprehensive and complete. Additional information and backup detail should be attached as appropriate.
2. ALL COSTS MUST BE CURRENT AND FIRM.
3. For all proposed pricing, do not supply a range of rates/costs; rather, propose prices in firm dollars.
4. All one-time and recurring costs and underlying assumptions must be clearly and fully disclosed.

Component	Pricing	Detailed Description
Annual subscription (Inclusive of software usage, software maintenance, user support, application enhancements and upgrades, application hosting and management). Assume an active head count of 3,100 employees. Please list modules included and metrics used to arrive at price.	$________	
Implementation Services (Assumptions made need to match up to vendor responses in the Timeline and Implementation Approach worksheets found in the Response Appendix). Please include the cost breakdown by task or phase as appropriate.	$________	
Travel costs associated with Implementation Services	$________	
Training costs (Assumptions made in regards to role and type of training should match up to vendor responses on the Training worksheet found in the Response Appendix)	$________	
Additional fees or charges that apply to the project scope, including one-time set-up charges, transactional costs, ancillary services, third-party	$________	

Component	Pricing	Detailed Description
products, sourcing charges, etc. Please itemize all such costs.		

Bonneville
Power Administration

Statement of Work

Talent Acquisition System

Bonneville Power Administration

Version 1.4

Contents

1 INTRODUCTION

1.1 About BPA

BPA is a federal agency headquartered in Portland, OR, that markets wholesale electricity and transmission to the Pacific Northwest's public and private utilities as well as to some large industries. BPA provides about half the electricity used in the Northwest and operates over three-fourths of the region's high-voltage transmission.

While BPA is part of the Department of Energy, it is not tax-supported through government appropriations. Instead, BPA recovers all of its costs through sales of electricity and transmission and repays the U.S. Treasury in full with interest for any money it borrows.

Because BPA markets energy and transmission at cost and market price, BPA has traditionally provided some of the lowest cost electricity in the nation. This low-cost power has been a cornerstone of the Northwest economy, stimulating growth and new jobs. BPA also funds measures to protect and enhance fish and wildlife populations affected by hydropower development. In addition, the agency provides a number of public benefits including incentives for energy conservation programs and research and development of renewable resources and promising technologies, such as fuel cells. BPA also works with other federal agencies to coordinate operations of the Federal Columbia River Power System to ensure maximum efficiency in the system and minimum environmental impacts.

BPA's service territory covers all of Washington, Oregon and Idaho, and western Montana, as well as small contiguous portions of California, Nevada, Utah, Wyoming, and eastern Montana. BPA's wholesale customers include public utilities, public utility districts, municipal districts, public cooperatives, some investor-owned utilities, and a few large industries such as aluminum companies.

Some of these customers buy all their power from BPA, while others supplement their supply with nonfederal power. In years when the Northwest experiences heavy snow and rain, the Columbia River system can generate more electricity than BPA customers need. BPA offers this surplus energy to its Northwest customers first. Only then, if there are no takers, utilities, and municipalities outside the region can buy it. Money generated from surplus sales helps keep power rates in the Northwest low.

1.2 Project Description

BPA lacks the technical infrastructure and application software to enable an effective and efficient talent acquisition process. The impact is systemic and impedes the Agency's ability to meet the time-to-hire targets established by OPM in support of the President's 2010 Hiring Reform Mandate as well as enable BPA's Talent Management Strategy to ensure we have a workforce of the right size, skill and composition.

BPA is 10 – 12 years behind in its adoption of a talent acquisition system, the core hub of recruitment technology enabling efficient and effective recruiting, sourcing, candidate management and assessment. During this same time period, the way in which people look for and apply to jobs has undergone a dramatic transformation due to the ubiquitous impact from the Internet, the rise of social platforms and emergence of mobile. The societal shifts and impact to recruitment is important to assess against the technical solution to ensure an agile solution that allows BPA to keep pace and compete effectively for talent.

The impact on BPA today due to the absence of a technical infrastructure is significant. However, the level of risk BPA could realize if this void is not filled with an effective technology solution will accelerate as competition for talent continues to increase, retirement rates rise and growth in the energy sector increases. This scenario presents a unique situation for BPA. The talent landscape continues to shift and evolve requiring a high degree of responsiveness to enable effective recruiting outreach. BPA must also balance operating a highly complex hiring process guided by federal regulations. To succeed in this environment, BPA requires a recruitment technology solution that not only supports the federal hiring regulations but also supports competitive recruitment practices, integrated services, an intuitive interface, and an effective candidate experience.

The vendor shall provide, configure and implement, per BPA's requirements, a Talent Acquisition System that supports the Federal hiring environment and enables more effective competition for talent that supports BPA's business continuity over time. The implementation services engagement should begin with the initial set-up of the technology and should include up to 6 weeks of post go-live support.

1.2.1 Background

Approximately 34% of BPA's current workforce will be eligible to retire within two years, almost half by 2020 and the agency will need to replace these skilled employees in a timely manner. Exacerbating this problem is that existing processes and systems are slow, cumbersome, inconsistent and not user-friendly – adding complexity to an already complex process. Current systems are also limited in the capacity to scale or be flexible to changing requirements. Several components of the current hiring processes are entirely manual and paper-driven. This includes spending a significant amount of time from HCM staff to receive, print and assemble each application and enter each applicant into the HRMIS system (name given to Oracle PeopleSoft HCM Federal 9.0 at BPA). Applicant qualification screening within the Talent Acquisition team and evaluation through the rating and ranking of applicants by SMEs (subject matter experts) are manual processes and referred candidates are presented to selecting officials in hard copy via a certificate of eligibles.

BPA's manual process is not sustainable or scalable, does not meet time-to-hire targets and will impede the ability to support business continuity and agency business objectives going forward. It is unable to meet the dictated time-to-hire requirements or support other improvements in candidate reach, attracting the right fit individuals, and proactively source skilled and diverse prospects. BPA currently has no ability to collect consistent, structured data on applicants, candidate flow or provide a system-supported view of in-flight hiring activity.

Current Technology implemented at BPA:

ERP	
HRMIS	HRMIS serves as the underlying employee electronic record system. Based on PeopleSoft HCM Federal 9.0, it has undergone significant customizations for BPA. For Talent Acquisition, it is used to create

	requisitions, capture applicant information through manual entry, deliver a portion of required candidate notices/letters and perform personnel actions both as part of the hiring process and for non-hiring actions. Currently the Candidate Gateway module of the system is not in use.
Business Process Management	
Service Connection	Service Connection is a workflow management tool built using Metastorm/ProVision and SharePoint. Requests for hires are initiated through the system and workflow actions facilitated across the Talent Acquisition team, hiring managers and downstream service providers (IT, WPS, etc). There is limited reporting capability and it does not support all hiring scenarios. As part of the Business Process Management team's governance role, Standard Operating Procedures have been created around the use of the tool.
Repositories	
SharePoint	The internal Talent Acquisition SharePoint is used for activity tracking and as a repository for templates, past research and project documents. As used today, this repository lacks the functionality of an effective Knowledge Management platform.
Network Drive	The restricted network drive serves as a document repository and archive including a Vacancy Announcement archive and applicant logs.
Access	The Access database for the Position Description (PD) Library includes PD's, Crediting Plans and PD cover sheets.
Job Posting	
USA Jobs & BPA Jobs	For BPA, these are the primary (and often only) posting locations for Vacancy announcements across the primary hiring scenarios of Delegated Examining (DE), Merit Promotion procedures and positions available only internally to BPA. The BPA website hosts external-facing content on the hiring process and additional information/links for applicants.

Limitations of the technology currently implemented at BPA include:

- No online application capability – all resumes and application materials are received through email, fax, and postal mail or hand-delivered. This creates additional risk around applicant drop-out due to the length of the process, candidate and data management, accuracy, and overall perception of the Agency.
- Inability to collect structured data – since all position and candidate information is collected offline and input manually; BPA lacks the ability to clearly, consistently, and accurately collect information on qualifications, eligibility, experience, contact information, KSAs and other critical data needed in the hiring process.
- Manual entry into electronic record system – applicant information is manually entered into the HRMIS system for each applicant. In addition to the initial setup of the requisitions, managing applications against multiple requisitions creates risk of error in the application process, creates additional effort to manage the multiple paper applications per position, etc.

- Information in multiple systems throughout the hiring process – workflow is managed through Service Connection and the transactions are entered into HRMIS, some are redundantly entered between systems.
- Reporting capability and access to information for workload management, resource management and prioritization – there is no visibility into the overall volume and status of the hiring process through any system and the primary reporting solution within the team is a manually-maintained activity log. Existing reporting required by DOE and OPM gives info by OPM phase, as outlined in the DOE SF-52 Job Aid (attached to this RFO), for those hiring actions completed. The report does not identify or segment by Selecting Official, Department, Recruiting & Staffing Advisor or non-complete or canceled requisitions. It also only includes competitive hires and must be manually reviewed daily to identify and correct errors.
- Limited real-time reporting – any report not part of the data set within HRMIS must be manually pulled, validated, scrubbed and analyzed. In addition, there is no truly real-time reporting on the hiring process. Included in this are required diversity reporting activities which must be manually developed using multiple data sources and extensive time analyzing, compiling and validating.
- Manual efforts lead to audit risks – due to the manual entry, re-entry and transcription of data, there is a high risk of error which must be addressed using additional manual checks, audits and reviews.
- Manual effort to post the same job in multiple locations – posting at USA Jobs and BPA site as a minimum then additional efforts to format and input to other external job boards and platforms.
- No opportunities to expand capability – due to the inherent lack of scalability in the paper-intensive talent acquisition process, BPA can't expand marketing and bring in more candidates since it would only slow the process down more. This also limits the ability for candidate outreach to support a large, diverse applicant pool.
- No candidate management – screened and qualified candidates who were not selected are filed in a paper case file and there is no visibility into that potential pool of future talent or any potential talent in the market. Further, this prevents BPA from engaging with those potential candidates with updates, news or new opportunities relating to their interests and qualifications.

1.2.2 Purpose

The Talent Acquisition team has designed a comprehensive, strategic approach to advance the hiring process. Implementing a Talent Acquisition System is critical to enabling the success of the strategy by:

- Enabling candidates to submit information through structured, online data collection and eliminate the need for HCM staff to manually collect and input data
- Improving candidate management
- Expanding talent reach
- Reducing cycle time to issue bid certifications
- Improving workflow in HCM - applications are processed on a "real-time" basis
- Allowing candidates to update and check the status of their applications online
- Eliminating hard copy notifications and storage

- Facilitating workforce planning needs – better, faster tools for managers to hire critical positions
- Providing real-time information for HCM staff and selecting officials
- Enabling candidate self-assessment and other screening tools
- Increasing efficiency through automation and reduction of manual processing of job applications
- Making the job application process easier for job seekers
- Creating and posting vacancy announcements from within a single system
- Streamlining processing of job applications (e.g. verifying minimum qualifications, rating and ranking applicants)
- Improving ability to complete analysis and report on recruiting and hiring activity
- Enhancing and improving the candidate application experience with an easy-to-use candidate interface.

1.2.3 Overall System Requirements

- As an agency within DOE, BPA must conform to many Federal regulations. It's assumed that any hiring or recruiting solution would consider these regulations and restrictions. Including:
    - Federal hiring regulations as detailed in the Code of Federal Regulations (CFR) and the Delegated Examiner's Operating Handbook (DEOH).
    - 5 U. S. C. 552, Freedom of Information Act, 1967
    - 5 U. S. C. 552a, Privacy Act, 1974
    - OMB Circular A-130, Appendix Spreadsheet III, Security of Federal Automated Information Systems
    - OMB 06-16, Protection of Sensitive Agency Information
    - Public Law (PL) 99-474, The Computer Fraud and Abuse Act of 1986
    - PL 93-502 - Freedom of Information Act 1974
    - Presidential Decision Directive (PDD-63), Critical Infrastructure Protection
    - Federal Information Security Management Act of 2002 (FISMA)
- Any solution will need to operate efficiently and effectively within the parameters and requirements of the existing BPA technical infrastructure regardless of the selected deployment model (i.e., SaaS, hosted, or on-premise).
- Existing support and response time as well as resource experience and capacity for the proposed solution is unknown and may need to be addressed with training or other capability sources across HCM, IT and other stakeholder organizations.
- The Federal Hiring Reform initiative has mandated changes in the hiring process to which BPA must comply.
- Alignment to IGCA (inherently governmental) requirements across the 3,000+ Federal employees.
- Any identified solution must integrate with BPA's existing PeopleSoft HCM Federal 9.0 system (at point of hire)
- Any Identified solution should integrate with BPA's existing Service Connection which is a workflow management tool built using Metastorm/ProVision and SharePoint (as a bookend

with integration points at the Initiation of the Hiring Request and then again after an Offer is accepted). To support communication to downstream service providers.

- Must have proof of an existing integration with USA Jobs 3.0 or have proof from OPM that Vendor is on track to have one in place by the scheduled go-live date (to enable jobs to be posted to the board and the ability for applicants to link back to the job they want to apply for).
- Must be able to post to BPA Jobs website. The BPA website hosts external-facing content on the hiring process and additional information/links for applicants. Content support on the site is limited.
- The implemented functionality of the system will comply with the vast majority of BPA's business requirements, scale to future volume, be flexible to adapt to future needs and be supplemented by sustainable and progressive process solutions and governance with the selected vendor.

2 VENDOR RESPONSES

This section describes the Vendor Self Scoring that shall be used to address the Functional and Non-Functional requirements contained in the Response Appendix Spreadsheet of the RFO.

The scoring matrix below provides a high level understanding of how your product may meet BPA's needs. It is still required that the vendor provide additional detailed information in the space provided (Vendor Response column) about how they would meet or address BPA's requirements as it relates to their product. All scoring and comments shall be made where indicated within both this document and within the Response Appendix Spreadsheet found in the RFO package.

Please Note: the purpose of the scoring criteria below is to improve the comparability of vendor responses. The self scoring will be taken into consideration when evaluating vendors, but will not be the sole method used. BPA will utilize its own method for ranking viable vendors.

Score	Criteria for Assignment of Score
5	This requirement is met by the base product. No modification, customization or augmentation is required. Please describe how your product meets the desired functionality by the base product and if any configuration of the product is necessary. Please explain what is entailed in the Vendor Response column.
4	This requirement is not met by the base product, but will be met by a planned software release. Please provide how the planned software release will meet the desired functionality along with the version number and planned release date in the Vendor Response column.
3	The base product partially complies with the requirement. The remaining requirements will be met by a planned customization, modification or augmentation of the software. In the Vendor Response column, describe what requirements are met, the requirements to be customized and the method for customizing the product to meet the full requirement.
2	The base product partially complies with the requirement. No option is offered to meet the remaining requirements. In the Vendor Response column, describe the requirements that are met by the base product and also identify those that are not.
1	None of the requirement can be met by the base product, but can be met through a modification, customization or augmentation of the base product. Describe the method for customizing the product to meet the requirement as part of the Supplemental Vendor Response.
0	The product solution offered to BPA does not meet the requirement and no known customization can be provided.

2.1 Functional Requirements

Self Scoring of Functional Requirements are requested and contained in the Response Appendix Spreadsheet of the RFO.

2.2 Non-Functional Requirements

2.2.1 Technical Requirements

Self Scoring of Technical Requirements are requested and contained in the Response Appendix Spreadsheet of the RFO.

2.2.2 BPA's Baseline Technical Architectural Standards

The standards found in Appendix A have been established by the Chief Technology Office (CTO) **for on premise solutions. Any cloud based service's architecture needs to support data integration with systems that follow these same standards. In this case, data integration means data either coming into or out of BPA's security zone.**

IT solutions implemented in BPA must meet the standards established by the CTO. The CTO has the prerogative to disallow technologies that do not meet the BPA standards. Products not written to BPA standards will require an exception from the CTO.

2.2.3 Compliance with Internet Protocol Version 6 (IPV6)

IT Solutions implemented at, or for, BPA shall meet IPv6 standards. The Vendor shall ensure that (1) all deliverables that involve IT that uses IP (products, services, software, etc.) comply with IPv6 standards and interoperate with both IPv6 and IPv4 systems and products; and (2) it has IPv6 technical support for fielded product management, development and implementation available. If the Contractor plans to offer a deliverable that involves IT that is not initially compliant, the Contractor shall (1) obtain the Contracting Officer's approval before starting work on the deliverable; and (2) have IPv6 technical support for fielded product management, development and implementation available.

2.2.4 General Security Requirements

Self Scoring of General Security Requirements are requested and contained in the Response Appendix Spreadsheet of the RFO.

IT solutions implemented at, or for, BPA shall meet the E-Government Act (Public Law 107-347) of 2002, Title III Federal Information Security Management Act (FISMA). This includes following the process outlined in NIST Special Publications 800-37 revision 1, *Guide for Applying the Risk*

Management Framework to Federal Information Systems: A Security Life Cycle Approach and 800-64, *Security Considerations in the Information System Development Lifecycle. This also includes the process outlined in NIST Special Publication 800-144, Guidelines on Security and Privacy in Public Cloud Computing. Some of the key steps in this process are detailed in the following section 2.2.4.*

2.2.5 Security Authorization Process

Security authorization to operate (formerly called certification and accreditation) ensures that on a near real-time basis, the organization's senior leaders ***understand*** the security state of the information system and explicitly ***accept*** the resulting risk to organizational operations and assets, individuals, other organizations, and the Nation. Every system must be authorized before it can be put into operation. Authorization is the outcome of the security authorization process.

2.2.5.1. System Categorization

The first step of the security authorization process is to categorize the system using Federal Information Processing Standards (FIPS) 199, *Standards for Security Categorization of Federal Information and Information Systems*. The system categorization documents the confidentiality, integrity and availability needs for the information system. These needs will drive the protective measures that the vendor will have to put in place.

BPA will provide the system categorization level to the vendor. It will be used to guide the vendor in the selection of appropriate controls as identified in NIST SP800-53 revision 3 Appendix Spreadsheet F.

The overall System Categorization for the Talent Acquisition System is MODERATE.

Security Objective	Potential Impact
Confidentiality Preserving authorized restrictions on information access and disclosure, including means for protecting personal privacy and proprietary information. [44 U.S.C., SEC. 3542]	Moderate
Integrity Guarding against improper information modification or destruction, and includes ensuring information non-repudiation and authenticity. [44 U.S.C., SEC. 3542]	Moderate
Availability Ensuring timely and reliable access to and use of information. [44 U.S.C., SEC. 3542]	Moderate

Per FIPS 199: The *potential impact* is **MODERATE** if—

– The loss of confidentiality, integrity, or availability could be expected to have a **serious** adverse effect on organizational operations, organizational assets, or individuals.

AMPLIFICATION: A serious adverse effect means that, for example, the loss of confidentiality, integrity, or availability might: (i) cause a significant degradation in mission capability to an extent and duration that the organization is able to perform its primary functions, but the effectiveness of the functions is significantly reduced; (ii) result in significant damage to organizational assets; (iii) result in significant financial loss; or (iv) result in significant harm to individuals that does not involve loss of life or serious life threatening injuries.

2.2.5.2. System Security Plan (SSP)

The SSP is a formal document that provides an overview of the security requirements for an information system and describes the security controls in place or planned for meeting those requirements.

The latest version of NIST Special Publication 800-53 revision 3 contains a catalog of security controls that can be used, as well as recommended baselines for the various FIPS-199 categorizations.

NIST SP 800-18 contains guidance on creating and using system security plans, as well as a basic template for one.

2.2.5.3. Security Control Assessment (Test and Evaluation)

The management, operational and technical security controls in an information system must be tested and/or evaluated to determine the extent to which the controls are implemented correctly, operating as intended, and producing the desired outcome with respect to meeting the security requirements for the system. The testing must be completed by an independent third party. For BPA developed and hosted systems, the Office of Cyber Security can perform the control assessment. For external systems, the vendor shall provide BPA the results of the testing sufficient to make a risk acceptance decision. Testing needs to be performed by a 3rd party auditor.

2.2.5.4. Security Authorization Package

In the security authorization process, the BPA authorizing official evaluates the results of the security controls assessments and determines whether the residual risk to the system (that risk which was not eliminated by implementation of countermeasures) is acceptable and that the functioning security controls provides adequate protection for the system to operate. The *security authorization package* documents the results of the security control assessment and provides the authorizing official with essential information needed to make a credible, risk-based decision on whether to authorize operation of an information system or a designated set of common controls.
The authorization package contains the following documents:

- System security plan;
- Security control assessment report;
- Plan of action and milestones; and
- Follow through to closure

The vendor shall supply BPA with the system security plan, the security control assessment and plans to mitigate any weaknesses. BPA will use these artifacts in the creation of the security authorization package.

2.2.6 Vendor Responses to Security Questions

Vendor Responses to Security Questions are requested and contained in the Response Appendix Spreadsheet of the RFO.

2.2.7 Critical Infrastructure Requirements

BPA is designated by the U.S. Department of Homeland Security as part of the critical national infrastructure. **Information** and/or **data** concerning the physical and technical infrastructure of BPA's existing and future electrical and information systems, which may be represented in drawings, notes, emails, databases, or oral presentations is deemed information critical to maintaining national security under Public Law 107-56. This information shall not be exported tangible or intangibly (i.e., **an intangible export**) under any circumstances to any **Foreign Contractor** or **Foreign National** or to any country and specifically not to those on the U.S. DOE's **Sensitive Country List** or to any country designated as a Terrorist Country by the U.S. Department of State. Any desired export of this information must have the prior written approval of BPA and be in accordance with all laws of the United States and shall be if legally deemed released only under an approved export license. Breach of this section shall be reported immediately to BPA's Office of Security and Emergency Response at 503-230-5148.

Critical Infrastructure Information is **Sensitive Information.**

The Contractor agrees to the following items:

1. The information supplied by BPA to the Contractor is directly related to BPA's physical and cyber security and is to be treated and protected as confidential information by the Contractor.
2. The Contractor and BPA shall agree on methods approved by BPA, specifically the Information Security function within the Security and Emergency Response to ensure that confidential information is secure when shared between the Contractor and BPA.
3. The Contractor agrees to abide by BPA policies in force at BPA to prevent the disclosure of the information to any third party not approved by BPA to receive or review the confidential information.
4. The Contractor agrees not to export the confidential information to a Foreign National or Foreign Contractor without BPA's prior written authorization.
5. If any portion of the Contractor's maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to BPA to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country. BPA will notify the Contractor in writing whether or not it can allow an Intangible Export of BPA's Confidential

Information or if a Deemed Export License is required.

6. The Contractor agrees to notify BPA in writing in advance of any consultation with a third party that would expose a third party to BPA confidential information. BPA will approve or reject consultation with the third party.
7. If the Contractor is subject of an involuntary disclosure or action or is legally required to disclose such confidential information, the Contractor shall immediately notify the CO, and Security and Emergency Response of the requirement and assist BPA in defending against the disclosure.
8. The Contractor agrees to return, or destroy in accordance with BPA Policy, if so requested, any and all confidential information upon written request from the BPA.
9. Regardless of any suspension, expiration or termination of any business relationship between BPA and the Contractor, the obligations and commitments established shall remain in full force and effect for fifteen (15) years from the day and year first hereinabove written or until such time as the Contractor has entered into an agreement with BPA providing otherwise.

2.2.8 Data Management & Models

Integration:

1) The BPA standard integration architecture is Web Services. Alternative solutions must be granted an exception by the BPA CTO.
2) The vendor supplied Web Services must provide full application functionality for supported interfaces.
3) The BPA standard tool for intelligent business process automation is Microsoft BizTalk 2006 or Microsoft BizTalk 2009. If the Proposed Solution requires such automation, the vendor must supply appropriate adaptors. If the Proposed Solution requires only bulk data movement, it must be compatible with, in order of preference, Microsoft SQL Server 2005/2008 Integration Services (SSIS), file import/export or other BPA supported Extract Transform Load (ETL) techniques (e.g. Informatica).

Vendor Responses to Data Management & Models questions are requested and contained in the Response Appendix Spreadsheet of the RFO.

2.2.9 System Availability

Availability, Redundancy and Disaster Recovery

1) The Proposed Solution must be capable of meeting routine *7 days* x *24 hours* operation by applicants with normal operations of 6:00 am to 6:00 pm PST.

2) The Proposed Solution must be able to meet a *99%* uptime requirement measured by the availability of the full, normal product function.
3) The Proposed Solution must support both site-redundant installation and within-site redundancy (e.g., clustering, redundant application serves).
4) For delivered solutions, upon site failover, the Proposed Solution must be capable of resuming normal operations within *24 hours* with no loss of data.
5) Database implementation for delivered solutions must support a fully redundant site with the ability to execute a seamless failover with no loss of data with no more than 30 minutes loss of service to the users.
6) In the redundant application server solution, the application must be capable of continued operations in the event of the failure of one application server without impact to users beyond transactions active at the time of failure.
7) In the event of a database fail-over (between-site or between-cluster node), the application shall reconnect to the active database without impact to the stability of the application.
8) The vendor shall recommend and document backup, disaster recovery, and archiving procedures to BPA and shall assist BPA in adapting these procedures to BPA standards.
9) Application supports single sign-on solution.
10) All hosted or delivered components of the system shall be redundant between at least two geographical sites (Primary and Secondary).

2.3 Records, Information & Privacy

Vendor Responses to Records, Information & Privacy Questions are requested and contained in the Response Appendix Spreadsheet of the RFO.

2.3.1 Records Management

Use of contractor's site and services requires management of Federal records. Federal records are government property and the contractor must manage them in accordance with all applicable records management laws and regulations, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), and regulations of the National Archives and Records Administration (NARA) at 36 CFR Chapter XII Subchapter B). Managing the records includes, but is not limited to; secure storage, retrieval, and proper disposition of all Federal records including transfer to BPA in a format and manner acceptable to the agency at the time of transfer. The agency also remains responsible under the laws and regulations cited above for ensuring that applicable records management laws and regulations are complied with through the life and termination of the contract.

The proposed solution must be capable of the following with regard to Federal records:

1. It must comply with the retention schedules, including disposition, set by the agency for all Federal records maintained in the system.
2. Applying a unique identifier to each record within the system
3. Formal three-stage process to destroy records (qualify, review, dispose) across categories as determined by retention schedule or other criteria

4. Destruction of eligible records such that they cannot be reconstructed within the system
5. Transfer of records in their native format with metadata intact to another location, system or organization on demand as required by the agency
6. Use of non-proprietary formats to ensure data remains useful outside of the system in which it was created
7. Track, record and analyze audit trails to investigate integrity, confidentiality and availability of records
8. Regular backups and rebuilds of specified records data independently from overall system backup
9. Applying security such that records may not be altered or destroyed as required by the agency
10. Sequestering discrete sets of records and transfer of those sets as required by the agency

2.3.2 Information Management

The data within the contractor system shall be owned by the agency, and thus is subject to the Freedom of Information Act (FOIA), 5 U.S.C. 552, and electronic discovery requirements.

The proposed solution must be capable of the following with regard to electronically stored information (ESI):

1. It must comply with the retention schedules, including disposition, set by the agency for all information maintained in the system.
2. It must allow the agency to search and retrieve records in response to a FOIA or other request (or perform this function for the agency).
3. The contractor must have procedures for locating, preserving, collecting, and producing any agency ESI that resides in the contractors environments in response to a hold notice from the agency. These procedures must be documented, maintain chain of custody and preserve metadata as a part of the ESI.
4. The contractor must provide for notice to the agency within a short period of time of any third-party request/demand for the agencies' data.
5. The contractor must provide a method for helping BPA facilitate responses to a FOIA request.

2.3.3 Privacy

Use of contractor's site and services requires management of Federal information. The contractor must manage Federal information in accordance with all applicable privacy laws and regulations, including but not limited to the Privacy Act of 1974, Public Law 93- 579, December 31, 1974 (5 U.S.C. 552a) and applicable DOE regulations.

1. The cloud provider must have a secure environment to at least the standards of confidentiality and integrity from the Moderate FIPS-199 level to store records containing PII.
2. The cloud provider must secure the data pursuant to NIST 800-53 R3 requirements.
3. The cloud provider cannot alter the Terms of Service or contract without express written consent of BPA.
4. The ownership of the data remains under the sole ownership of the Federal Government at all times.
5. Back-up information will be returned to BPA in the event the contract is ended.
6. If the cloud provider files for bankruptcy, back-up information will be returned to BPA upon BPA's request.

7. The provider must have a documented process to address the removal or control of PII upon the termination of the contract between BPA and the provider. The provider should explain their documented process.
8. The provider may not store any PII on any data servers, including redundant servers, outside of the United States, without express consent from BPA.
9. The provider should not be able to use any data stored on their systems for any purpose outside agency use.
10. The provider must agree not to share privacy data with any entity not explicitly authorized in the contract.
11. The provider must have controls in place to prevent the misuse of data by those having access to the data. The provider should explain details of those controls.
12. The cloud provider must allow for access to data as permitted under current Federal law to both authorized Federal agencies and individuals wishing to verify their own PII. The provider should explain their process for providing such access.
13. Describe what privacy training the provider has.
14. The provider is responsible for protecting the privacy rights of users in the cloud.
15. The provider must have a documented process to report and handle breaches and must share its process with BPA.
16. Within two hours of any privacy and/or security breaches, the provider must report such incidents to BPA regardless of whether the breach was intentional or inadvertent. The provider must describe its process for breach reporting.

2.4 Service Support Approach / Plan(s)

Vendor Responses to the 2.4 Service Support Approach / Plan(s) questions are requested and contained in the Response Appendix Spreadsheet of the RFO.

The Proposed Solution must be scalable to meet BPA's future needs. Initial implementation will require the ability to support:

1) Average number concurrent users
    A. 25-30 core users using throughout the day (at roughly 10% concurrency of system requests)
    B. 300-400 staff involved in the hiring process (1% system concurrency)
    C. Up to 5,000 external BPA applicants per day (either through the Internet or interfaced from another system, such as USAjobs.gov)
2) Peak number concurrent users
    A. 400-500 total internal
    B. 300-500 external applicants (assuming application submission is heavily concentrated around work hours)
        i. Assume 10% concurrency for Web applications, 5-10 concurrent system requests
3) Average number of transactions
    A. 1,000,000 applications per year (maximum)

B. 50,000 approximate transactions per hour

4) Peak number of transaction

A. 300,000 assume 6x normal traffic

The vendor shall provide all relevant standard license and service maintenance agreements to meet at minimum the above initial implementation requirements. The proposed system maintenance approach must include at least the following:

1. Approach for maintenance of system software. Maintenance to be described includes preventative maintenance, on-call remedial maintenance, response time to remedial maintenance, and maintenance personnel qualifications.
2. Use of performance monitoring and diagnostic tools.

Vendor Responses to Service Support Approach and Plan questions are requested and contained in the Response Appendix Spreadsheet of the RFO.

2.5 Implementation Approach/Timeline Information

Vendor Responses to the Timeline and Implementation Approach questions are requested and contained in the Response Appendix Spreadsheet of the RFO.

The following section was developed to assess your ability to estimate the approach/timeline associated with the implementation of the proposed solution. The implementation approach and timeline should be constructed using a phased/task and milestone approach with key dates or time ranges.

2.5.1 Approach/Timeline

Please describe the approach and timeline associated with implementation of your proposed solution. Make sure to list any assumptions or comments needed to justify the phases/milestones addressed along with the key dates or time ranges. Where phases/tasks overlap, please be sure to illustrate this. BPA is looking to have a new system in place to support September 2012 business goals. Please note that BPA does not plan to convert any transactional data (including, but not limited to applicant profiles and vacancy announcements). Conversion tasks should be limited to those associated with configuration data only.

2.5.2 Training

Vendor Responses to Training questions are requested and contained in the Response Appendix Spreadsheet of the RFO.

2.6 Pricing Information

Pricing information is requested and contained in the Instructions to Offerors (ITO) template, Attachment 5 in the RFO.

3 ADDITIONAL CONSIDERATIONS

3.1 Operations and Maintenance

Vendor Responses to Operations and Maintenance questions are requested and contained in the Response Appendix Spreadsheet of the RFO.

3.2 Customer Service

Vendor Responses to Customer Service questions are requested and contained in the Response Appendix Spreadsheet of the RFO.

(Please differentiate if there is incremental pricing for some of the service levels you indicate or if the services are of part of the tool itself).

APPENDIX A – TECHNOLOGY STANDARDS FOR ON-PREMISE SOLUTIONS

Operating System:

1) The current BPA Server Operating System standard is the still widely deployed Microsoft Windows Server (Windows Server 2003, Windows Server 2003 64-bit only for database servers) running on industry-standard commodity hardware (multi-core, multi-processor Intel/AMD 64-bit processors). The standard will transition to Microsoft Windows Server 2008 and Windows Server 2008R2 running on the same hardware platform during calendar year 2012. Any proposed solutions must be certified against the Windows Server 2008R2 standards. This standard applies to all on-site implementations. Preference will be given to server products that *also* certify on Virtualized Server Environment (using Microsoft Hyper-V). Preference will be given to products that Deploy via automation (e.g.. via Microsoft System Center Configuration Manager [formerly SMS]))
2) The current BPA Client Operating System standard is Microsoft Windows XP Professional (32-bit) running on industry-standard commodity hardware (multi-core Intel/AMD processors). This will transition to Windows 7 Professional (64-bit) running on the same hardware platform. Any client based solution must operate in a Windows & desktop environment using the United States Government Configuration Baseline (USGCB) - http://usgcb.nist.gov/usgcb_faq.html.
3) Virtualized Environment (using Microsoft Virtualization products and Citrix)
4) Deploy via automation (e.g. System Center Configuration Manager [formerly SMS]))

Programming Language:

1) The current BPA standard programming language for in-house development is Visual Studio 2008 C# deployed to .Net Framework 3.5. Preferred COTS solution should be compliant with .NET 3.5 Framework. By exception, applications using later versions of the .Net Framework will be considered. By exception, applications which are J2EE compliant with web services interfaces may be considered – exception must be granted by CTO. J2EE applications must run on an industry standard J2EE platform (e.g. WebLogic, WebSphere, and Oracle Application Server).

Preference will be given to products:

A. Written in C# using Visual Studio 2008

Database Technology:

1) The current BPA standard DBMS is Microsoft SQL Server 2005 64-bit on Windows Server 2003. This standard will transition to Microsoft SQL Server 2008 (SQL Server 2008 R2 when available) on Windows Server 2008R2 during calendar year 2012. BPA also supports limited Oracle 10gR2 64-bit environments on Windows Server 2003 x64 (IN64T/AMD64). This limited standard will transition to Oracle 11GR2 on Windows Server 2008R2 during calendar year 2012. All products must

certify on one of these platforms. This standard applies to all on-site implementations and is a data integration requirement for any Cloud Based implementations.

Architecture:

1) The BPA standard for server applications is n-tier. The business layer of the systems should be able to scale across multiple Application Servers in our farm.
2) The application must not communicate passwords between servers unless fully encrypted by an approved encryption technology.

Monitoring:

1) The BPA standard for monitoring is Microsoft Systems Center Operations Manager (formerly known as MOM). Preference will given to systems that:
   a. Write all application messages to the event log
   b. Provide a management agent plug-in for SCOM

Definitions:

For the purpose of this section:

- "Application", "proposed application", or "the application" refers to the programmatic component of the proposed solution.

- "The Proposed Solution" refers to the entire system including application, database, physical architecture, and infrastructure proposed by the vendor. This may also refer to a hosted service.

Summary of General Technical Requirements

1) The Proposed Solution should consist of the following layers: presentation layer, application layer and data layer. The solution should be able to be distributed across relational database management system (RDBMS), application server(s), and web server. The preferred solution would have the user interface (presentation layer) through a web-based client; a smart client based on .NET 3.0 (3.5 by exception) would also be acceptable.
2) All components of the Proposed Solution shall be interconnected using BPA standard TCPIP-based network protocols. Solutions must be compatible with and support ***both*** IPv4 and IPv6.
3) The Proposed Solution should allow sharing of the host resources of the relational database management system (RDBMS), application server, and web server layers (i.e. should not require dedicated servers).
4) All on-site server components must be capable of automated backup via BPA standard backup hardware and software (Veritas Net Backup).
5) Hosted solutions should practice a backup and restore methodology that meets BPA's Restore to Operations objectives *(specify)*.

6) The Proposed Solution must be a commercially available off-the-shelf version of the Vendor's application utilizing a commercially available RDBMS (see database technology standards noted above).
7) All application data shall reside in the database (hosted or on-site).
8) The Proposed Solution must be capable of archiving data (selection criteria [e.g. age] configurable by the users). Archived data must be readily retrievable within the application. Hosted solutions must allow BPA to access all BPA data, historical and current, via the application.
9) The Proposed Solution must be capable of importing legacy data for use by the application (and if implementation is part of the contract the import must be done).
10) The Proposed Solution must utilize industry-standard Windows-based servers. BPA's current standard is X86 architecture, AMD/Intel agnostic (solution will have no dependencies on either AMD or Intel chip set features that prevents solutions from running on servers using AMD's chip set or Intel's chip set) multi-core, multi-processors running Windows Server 2003, Windows Server 2008 and Windows Server 2008R2. Database and Exchange Servers are exclusively 64-bit.
11) In the event of a failure of the primary database server the software will allow a failover to a secondary database server within (*specify allowable downtime*).
12) The application shall provide immediate notice to the user if a transaction fails for any reason.
13) Failure of any single application server should be managed by automatic load balancing and should not result in the loss of application availability or data.
14) Delivered server application software not deployed as a COM+ package or Web Service must run as Windows Service capable of running under a non-interactive user account as a system service supporting least privilege for application execution and administration. Hosted solutions may be granted an exception from this requirement.
15) Client application software must run under the accounts of individual users and must log local client errors to the local machine in the Windows Event log.
16) Application services must be multithreaded and able to utilize multiple-core and multiple-processor server hardware.
17) Application must have maintenance and management tools that use documented interface within, or in addition to the application. Vendor must documented tool or methods to monitor state of all components in the system.
18) Application must have an administrative interface that allows centralized, remote management of users, servers (other than remotely hosted servers), communication, and load.
19) Product software must be installable via automated methods (e.g. Microsoft Systems Center Configuration Manager [formerly SMS]).
20) Vendor must provide scripts for executing upgrades to all components of the solution managed by BPA IT staff, including database structure, on site application servers (if applicable), etc. Forced or non-requested software updates or

automated status/error messages to the vendor or other external parties must be capable of being limited or disabled by BPA staff.

21) Vendor must provide a non-destructive rollback method for software and database structure upgrades.

22) The vendor must provide licenses for any third party tools or libraries required for the Proposed Solution. All third party tools and libraries are subject to approval by BPA CTO.

23) Application errors, warnings, and high-level actions (startup/shutdown/restart) events must be written to the native Windows Event Log in a separate custom log view. Details of application activity must be written to external, BPA controlled, files in a standard structured text format.

24) The Vendor shall provide a detailed written description, including examples of usage, of all Application Programming Interfaces (API's).

25) The Vendor shall provide consultation on the best use of the APIs to meet BPA functional requirements for data input, reporting, and application integration.

26) Access to the local delivered or replicate databases shall be via industry-standard tools, such as ODBC, and shall allow access to retrieve all BPA data in the database.

27) BPA shall retain ownership of all BPA data without additional charge by the Vendor and have the right to perform any required data analysis or mining without charge. BPA shall have the right to a copy of all BPA data in the database structure with no limitations on use.

28) The Proposed Solution must provide transaction auditing of user interactions, including logon ids (whether for individual user or external systems) and timestamps in conformance with Sarbanes-Oxley and OMB Circular A-123 -- Management's Responsibility for Internal Control.

29) The Proposed Solution must provide auditing of system security changes, including logon ids and timestamps of those making changes in conformance with Sarbanes-Oxley and OMB Circular A-123 -- Management's Responsibility for Internal Control.

30) Vendor will certify application will successfully execute and run in BPA's environment.

31) Solution will support BPA's separate development, test, and production environments.

32) BPA must have the latitude to test and upgrade its implementation of the vendor software on an independent timeline. Vendor upgrades will be inclusive of changes made in previous releases allowing BPA to skip versions if necessary.

33) Additional charges (beyond standard maintenance agreement) will not be imposed for subsequent versions of the vendor software (or required 3rd party components).

Source Code Control

1) Vendor must practice source code control with industry-standard tools such as Microsoft Team Foundation Server.

2) Vendor must practice proper packaging of files for each software version delivered to BPA. Each file must contain the proper version information in the file properties field.

3) Vendor must provide complete release notes for each software version delivered to BPA.

4) Vendor must provide current source code to be held by BPA in on-site escrow storage, with the understanding that BPA personnel cannot access it unless certain conditions described in the contract are met (e.g., financial failure of vendor that results in the end of support for the software).

Quality Assurance

1) Vendor must have a documented QA program in place, acceptable to BPA, and must practice proper quality control and testing prior to releasing products.

2) Vendor must have a documented bug reporting and resolution process in place including response time standards consistent with agreed upon SLA.

3) Vendor must have a problem report escalation process that is acceptable to BPA.

Documentation

1) Documentation (technical and user-oriented) must be complete and updated with every software release (including minor releases).

2) Documentation must be supplied electronically in MS-Word or PDF format for each release, or via electronic performance support software tools (EPSS), or via a support website.

3) The Vendor shall provide BPA with updated documentation of the database schema with the initial installation and with every upgrade. This documentation should include a Data Dictionary, either as data attribute comments in the database schema or as a separate document, with complete entity descriptions and meaningful attribute definitions.

4) Documentation will include

   A) Installation instructions

   B) Monitoring instructions

   C) API/web service

APPENDIX B – GLOSSARY OF TERMS

ATS	Applicant Tracking System
BPA	Bonneville Power Administration
BQ	Best Qualified – Rating category
BU	Business Unit
CERT	Certificate of Eligibles – list of candidates referred to selecting official, from which they can make a selection
Crediting Plan (CP)	Documentation of duties, KSAs, assessment criteria and rating scales for a position.
CRM	Candidate Relationship Management
CTAP	Career Transition Assistance Program - provides services to help surplus and displaced Federal employees via special selection priority
DE	Delegated Examining
DOE	Department of Energy
EEO	Equal Employment Opportunity
EJ	a special hiring authority - similar to SES (Specific to DOE)
EVP	Employment Value Proposition
Excepted Service	the excepted service consists of those civil service positions which are not in the competitive service or the Senior Executive Service From 5 U.S.C. § 2103
FY	Fiscal Year – BPA's Fiscal Year runs from 10/1 to 9/30
HCM	Human Capital Management organization at BPA within IBS
HRA	Human Resources Assistant or supporting specialist within NHQ
HRMIS	Installed PeopleSoft instance at BPA, PeopleSoft HCM Federal 9.0 (live modules include: Federal Payroll , T&L, Base Benefits, Federal HR, Training, Profile Management, Talent Acquisition Management,
IBS	Internal Business Services organization at BPA
ICTAP	Interagency Career Transition Assistance Program -The Interagency Career Transition Assistance Plan (ICTAP) is a process by which employees who has been involuntarily separated may receive selection priority for jobs in agencies other than the one in which they were previously employed. (5 CFR Part 330)
Job Board	Posting location for announcements, could include commercial sites such as CareerBuilder
KAT	Key Agency Target
KPIs	Key Performance Indicators
KSA	Knowledge, skill or ability requirement for a position
MP	Merit Principles
NHQ	Organization code for the Talent Acquisition team
OLC2	Online Learning Center for DOE
OPM	Office of Personnel Management – Federal government office
Opp	Opportunity
PD Cover Sheet	Position Description Cover Sheet - Contains specific information regarding the position requirements and signatures
Position Description (PD)	Formal document outlining duties and requirements for a position
Q	Qualified – rating category

RPL	Reemployment Priority List - The RPL is a job placement program administered under rules prescribed by the U.S. Office of Personnel Management (OPM). All Federal agencies must maintain an RPL to provide priority reemployment consideration for certain separated employees
RSA	Recruiting & Staffing Advisor on the NHQ team serving as the primary point of contact for the SO/hiring manager
SCEP	Student Career Experience Program - allows a student to gain experience working for the government in a job related to their field of study
SEM	Search Engine Marketing – internet marketing to promote websites by increasing visibility in search engine results pages (includes pay per click)
SEO	Search Engine Optimization – process of improving visibility via unpaid or “organic” search results.
SMRB	Senior Management Review Board at DOE
SO	Selecting Official – synonymous with hiring manager
SOR	Source of Record
STEP	Student Temporary Employment Program - allows a student to gain experience working for the government in a job related to their field of study
SVCX / SVX	Service Connection - To provide a single point of contact for access to IBS services and to manage the workflow of specific IBS services. Service Connection is a developed instance of MetaStorm BPM. It consists of a SharePoint portal, web parts, and a web based application.
TAC	Talent Acquisition Contract to set mutual expectations of timing and responsibilities between NHQ and the SO
Talent Acquisition System	Formerly known as Applicant Tracking System – manages job postings, online applications, basic screening and assessment and reporting.
TTF	Time to Fill - Number of days from when recruitment request was initiated and candidate accepted offer
TTH	Time To Hire - reflects the elapsed time between the time recruitment request was initiated and the actual day when the newly hired candidate begins work in the position
TTO	Time to Offer - Represents the number of days from when the recruitment request was initiated until the offer was delivered to the candidate
VA	Vacancy Announcement - Job posting announcement for an open and advertised position.
VETS	Veterans
WPS	Work Place Services
WQ	Well Qualified – rating category

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UNIT 1 — SCHEDULE

CONTRACT TYPE (7-1)
(SEPT 98)(BPI 7.1.9)

This is a five year Master Agreement with Firm Fixed Price Releases.

MASTER AGREEMENT: BASIC TERMS (7-6M)
(FEB 12)(BPI 7.2.5.2.1)

(a) Effective Period. This agreement is effective upon receipt and acceptance of this Agreement and continues until canceled by BPA or the Contractor in writing, or the date in Block 5, Page 1 of this master agreement, whichever occurs first.

(b) BPA's Obligation. This agreement places no obligation on BPA to purchase a minimum amount of supplies or services. BPA is obligated only to the extent of authorized orders actually placed against this agreement.

(c) Order Placement, Confirmation and Contract Formation. A binding order will be formed when the Contracting Officer or his/her authorized representative transmits to the Contractor a complete and legible order that includes an order (release) number and the contract number, and receives from the Contractor a written or facsimile or electronic Internet confirmation. An order or confirmation transmitted via facsimile or the Internet will be deemed "writings." There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Items.

(d) Releases. A "Release" will be the identifying number for each order placed against this agreement. Both this Release number and the Master Agreement Number must be included on all correspondence, packing lists, invoices, etc.

(e) Inspection and Acceptance. Inspection and acceptance will be at the place specified in each order for delivery or performance.

(f) Taxes and Duties. The price includes all applicable Federal, State, and local taxes and duties in effect on the date an order is placed, but does not include any taxes from which BPA, the Supplier, or any specific order is exempt. Upon request of the Supplier, BPA shall furnish a Tax Exemption Certificate or similar evidence of exemption, if appropriate, with respect to any such tax not included in the price pursuant to this clause.

(g) Payment.

(1) Payment Due Date. Payment shall be due not later than thirty (30) calendar days after the later of the date on which BPA actually receives a proper invoice in the designated billing office or the date when the items delivered or completed services are accepted by BPA. For purposes of payment only, items will be deemed accepted not later than seven (7) working days after proper delivery. If delivered items or completed services are found defective, the provisions of this paragraph will be reapplied upon receipt of a corrected item or service.

(2) Invoices. Suppliers may invoice monthly or at more frequent intervals as may be agreed to by the CO. Invoices shall include:

- supplier's name and address;
- invoice date;
- master agreement number;
- order number;
- description of products delivered or work performed;
- price and quantity of item(s) actually delivered or rendered identified separately by order number,

- the name and address of the person to whom payment will be made, and
- name (where practicable), title, phone number, and mailing address of person to be notified in event of a defective invoice.

Failure to submit a proper invoice may result in a delay in payment.

(3) Prompt Payment Act. This agreement is subject to the provisions of the Prompt Payment Act (31 U.S.C. 3901 et seq.), and the regulations at 5 CFR Part 1315.

(4) Interest Penalty Payments. If interest penalty payments are determined due under the provisions of the Prompt Payment Act, payment shall be made at the rates determined by the U.S. Treasury, Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611).

SCHEDULE OF PRICES (22-51M)
(FEB 12)

The Contractor shall provide all services according to the Statement of Work for each Release and Schedule of Prices.

A cost breakdown shall be provided for each Release in sufficient detail to evaluate cost and price reasonableness.

KEY PERSONNEL (23-2M)
(FEB 12)(BPI 23.1.6)

Specific personnel may be identified with each Release as applicable who are considered to be essential to the work being performed hereunder. No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

ORDERS AND TASK ORDERS (7-100)
(FEB 12)

All references in this Master Agreement to “order(s)” or “task order(s)” shall be replaced by the term “release(s).”

WITHHOLDING (22-9)
(SEP 98)(BPI 22.1.5.1)

(a) The CO reserves the right to withhold an amount not to exceed twenty percent (20%) of the contract price if determined necessary to protect BPA's interests.

(b) Upon completion and acceptance of each severable item of work for which the price is stated separately in the contract, payment shall be made for the completed work, less liquidated damages (if any), without withholding of a percentage.

UNIT 2 — CONTRACT CLAUSES

PAYMENT AND TAXES

ELECTRONIC FUNDS TRANSFER PAYMENT (22-20)
(OCT 07)(BPI 22.6.2)

(a) Payment Method. Payments under this contract, including invoice and contract financing payments, will be made by electronic funds transfer (EFT). Contractors are required to provide its taxpayer identification number (TIN) and other necessary banking information as per paragraph (c) of this clause to receive EFT payment.

(b) Contractor EFT arrangement with a financial institution or authorized payment agent. The Contractor shall designate to BPA, as per paragraph (c) of this clause, and maintain at its own expense, a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under all BPA contracts, unless the BPA Vendor File Maintenance Team is notified of a change as per paragraph (d) of this clause. An initial designation should be submitted after award, but no later than three weeks before an invoice or contract financing request is submitted for payment.

(c) Submission of EFT banking information to BPA. The Contractor shall submit EFT enrollment banking information directly to BPA Vendor File Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification. This form is available either from the Contracting Officer(CO) or from the Vendor File Maintenance Team. Submit completed enrollment form to the Vendor Team. Contact and mailing information:

Bonneville Power Administration
PO Box 491
ATTN: NSTS - MODW Vendor Maint.
Vancouver, WA 98666-0491

E-mail Address: VendorMaintenance@BPA.gov
Phone: (360) 418-2800
Fax: (360) 418-8904

(d) Change in EFT information. In the event that EFT information changes or the Contractor elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the Contractor shall be responsible for providing the changed information to the BPA Vendor File Maintenance Team office. The Vendor Maintenance Team must be notified 30 days prior to the date such change is to become effective.

(e) Suspension of Payment. BPA is not required to make any payment under this contract until receipt of the correct EFT payment information from the Contractor.

(f) EFT and prompt payment. BPA shall pay no penalty on delay of payment resulting from defective EFT information. BPA will notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the assignee shall provide the assignee's EFT information required by paragraph (c) of this clause.

INVOICES AND PAYMENT FOR RELEASES (22-53M)
(FEB 12)

(a) For Releases placed on a fixed price basis, BPA shall pay the Contractor for work performed thereunder in accordance with the payment schedule described in the Release. Invoices shall be submitted in accordance with the payment provisions specified in the clause titled "Payment".

PAYMENT (22-12)
(AUG 11)(BPI 22.2.5)

(a) Payment Due Date. Payment (including partial payments or progress payments, if authorized, shall be due not later than thirty (30) calendar days after the later of the date on which BPA actually receives a proper invoice in the designated billing office or the date when the items delivered or completed services are accepted by BPA. According to the Prompt Payment Act, a proper invoice to a Federal Agency is to include bank account information requisite to enable Electronic Funds Transfer (EFT) as method of payment. For purposes of payment only, items will be deemed accepted not later than seven (7) calendar days after proper delivery. If delivered items or completed services are found defective, the provisions of this paragraph will be reapplied upon receipt of a corrected item or service.

(b) Billing Instructions.

(1) Invoices must include the contractor's name and address, invoice date, contract number, task order number (if applicable), contract line item number, description of products delivered or work performed, price and quantity of item(s) actually delivered or rendered (amounts billed for work performed under a task order must be separately identified by task order number), and the name and address of the person to whom payment will be made, and name (where practicable), title, phone number, mailing address of person to be notified in event of a defective invoice and bank account information required to enable Electronic Funds Transfer (EFT) as method of payment (Invoices will not require banking information if the contractor has that information on file at BPA). Failure to submit a proper invoice may result in a delay in payment including a rejection of invoice pending receipt of a properly amended invoice.

(2) Contractors may bill monthly, or at more frequent intervals as may be agreed to by the CO. The contractor may submit invoices electronically (e-mail, fax, etc.).

(c) Payment Method. Payments under this contract will be made by electronic funds transfer whenever possible, or by check in very limited circumstances, at the option of BPA.

(d) Prompt Payment Act. This contract is subject to the provisions of the Prompt Payment Act (31 U.S.C. 3901 et seq.), and regulations at 5 CFR Part 1315.

(e) Interest Penalty Payments. If interest penalty payments are determined due under the provisions of the Prompt Payment Act, payment shall be made at the rates determined by the U.S. Treasury Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611).

BASIS OF PAYMENT -- PROGRESS PAYMENTS (22-3)
(SEP 98)(BPI 22.1.3)

(a) Progress payments. BPA shall make progress payments as the work proceeds based on the stage or percentage of work accomplished. The Contractor shall furnish a breakdown of the work as a percentage of the total contract price, in such detail as required by the CO.

(b) Title to all material and work covered by progress payments shall pass to BPA at the time of payment. This shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of BPA to require the fulfillment of all of the terms of the contract.

(c) Partial Payments. Unless otherwise specified, payment shall be made after acceptance of any portion of the work delivered or rendered for which a price is separately stated in the contract.

(d) Final Payment. BPA shall pay the amount due the Contractor under this contract after completion and acceptance of all work and after presentation of a release of all claims against BPA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of any assignee if the Contractor's claim to amounts payable under this contract has been assigned.

TAXES AND DUTIES (22-16)
(SEP 98)(BPI 22.5.3.4)

The contract price shall include all applicable Federal, State, and local taxes and duties.

LIMITATION ON TRAVEL COSTS (22-50)
(SEP 10)

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding $75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the Bonneville Purchasing Instructions. Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: http://www.gsa.gov/portal/category/21287

The Federal Travel Regulations are available at: http://www.gsa.gov/portal/content/102886

GENERAL CONTRACT ADMINISTRATION

APPLICABLE REGULATIONS (1-1)
(NOV 08)(BPI 1.3.1)

Purchases made by the Bonneville Power Administration are subject to the policies and procedures outlined in the Bonneville Purchasing Instructions. The BPI is available without charge on the Internet at http://www.bpa.gov. Copies are available for purchase from the Head of the Contracting Activity. The public may purchase unbound copies of the BPI from the Head of the Contracting Activity – DGP-7, Bonneville Power Administration, P.O. Box 3621, Portland, Oregon 97208. The cost is $30.00. Subscriptions are not available.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(SEP 98)(BPI 14.3.2)

(a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative for administrative matters, and Contracting Officer's Technical Representative, Receiving Inspector, and/or Field Inspector for technical matters.

(b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance, unless delegated field modification authority (see clause 24-25); (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of BPA; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

STOP WORK ORDER (14-14)
(SEP 98)(BPI 14.12.1)

(a) The Contracting Officer may order the Contractor to suspend all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of BPA.

(b) The contractor shall immediately comply with the Contracting Officer's order and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order.

(c) If a stop work order is issued for the convenience of BPA, the Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, if the order results in a change in the time required for, or the costs properly allocable to, the performance of any part of this contract.

(d) A claim under this clause shall not be allowed (1) for any cost incurred more than 20 days before the Contractor notified the Contracting Officer of the basis of the claim in writing, and (2) unless the claim stating the amount of time or money requested, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

CHANGES - FIXED-PRICE (14-8)
(SEP 98)(BPI 14.10.5.1.1)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract to any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for BPA in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery or performance.

(4) Description of services to be performed.

(5) Time of performance (i.e., hours of the day, days of the week, etc.).

(6) BPA-furnished property.

(7) Place of inspection or acceptance.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order, but not later than final payment.

(d) Failure to agree to any adjustment shall be a dispute under a disputes clause if one is included in this contract. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(e) Constructive Changes. If the Contractor considers that a BPA action or inaction constitutes a change to the contract (constructive change), and the change is not identified as such in writing and signed by the CO, the Contractor shall promptly notify the CO in writing. No equitable adjustment will be made for costs incurred more than 20 days before the Contractor gives written notice of the constructive change.

(f) Notwithstanding other provisions herein, only the Contracting Officer, or persons specifically delegated authority to do so by the Contracting Officer, are authorized to orally modify or affect the terms of this contract. Contractor response to oral direction from any other source is at its own risk of liability.

BANKRUPTCY (14-18)
(OCT 05)(BPI 14.19.1)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identify of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

OTHER RIGHTS AT LAW (14-4)
(OCT 05)(BPI 14.4.2.1)

BPA, as an independent agency in the Department of Energy, reserves any other rights it may have at law, unless superseded specifically by this contract.

HOMELAND SECURITY (14-17)
(OCT 11)(BPI 14.18.3)

(a) The performance of any development, design, maintenance or support services by the Contractor must be performed within the U.S. If any portion of the Contractor's maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to BPA to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country. BPA will notify the Contractor in writing whether it can allow an intangible export of BPA's Critical Information (CI) or if a Deemed Export License is required.

(b) The Contractor shall not transfer any BPA CI, BPA software, data or technology to any foreign nationals, whether located within or outside of the U.S. CI means any designated sensitive information which must be safeguarded from loss, misuse, compromise, unauthorized, access, or modification, because such actions may adversely affect BPA business, security or other interests of the government, or the privacy of individuals; or which may otherwise be used by BPA's competitors or adversaries (including, but not limited to, other utilities, contractors, foreign interests, or disgruntled employees) to harm or embarrass BPA, or to gain an unfair advantage. The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to BPA's CI, software, data or technology. BPA will approve or reject consultation with the third party.

(c) Notification of Security Incident. The Contractor shall immediately notify BPA's Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with BPA in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5200 and ask for a Cyber Security Officer. BPA may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

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

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

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BPA FACILITIES (23-4)
(MAY 07)(BPI 23.4.1)

(a) The following definitions shall apply to this contract:

(1) "Access" means the ability to enter BPA facilities as a direct or indirect result of the work required under this contract.

(2) "Sensitive unclassified data" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified data may include, but are not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data within the meaning of l8 U.S.C. 1905 and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled nuclear information within the meaning of 42 U.S.C. 2168; critical infrastructure information, energy supply data; economic forecasts; and financial data.

(b) BPA personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at BPA. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide BPA with information to determine an individual's initial eligibility or continued eligibility for access to BPA facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.

(c) The contractor is responsible for protecting BPA property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire for Non Sensitive Positions and submit it to BPA for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer-term contract employees will occur at periodic intervals, generally of five years.

(d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to BPA facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of BPA property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.

(1) Any behavior, activities, or associations that may show the individual is not reliable or trustworthy.

(2) Any deliberate misrepresentations, falsifications, or omissions of material facts.

(3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse.

(4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.

(e) If the NACI screening process described above prompts a determination to disapprove access, BPA shall notify the contractor, who will then inform the individual of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.

(f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COTR immediately.

(g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.

(h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of BPA's information resources must participate annually in a BPA-furnished information resources security training course.

(i) The contractor is responsible for obtaining from its employees any BPA-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COTR, who will forward it to Security Management.

(j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to BPA facilities and/ or computer systems.

ORDER OF PRECEDENCE (14-3)
(OCT 11)(BPI 14.4.1.1)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications or statement of work); (b) contract clauses; (c) the specifications or statement of work; and (d) other documents, exhibits, and attachments.

STANDARDS OF CONDUCT AND BUSINESS PRACTICES

ORGANIZATIONAL CONFLICTS OF INTEREST (3-2)
(SEP 98)(BPI 3.4.6)

(a) The offeror or contractor warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts which could give rise to organizational conflicts of interest, as defined in BPI 3.4.1, and that the offeror or contractor has disclosed all relevant information to the Contracting Officer.

(b) The offeror or contractor agrees that, if after award, an organizational conflict of interest with respect to this contract is discovered, an immediate and full disclosure in writing shall be made to the Contracting Officer which shall include a description of the action which the contractor has taken, or proposes to take, to avoid or mitigate such conflicts.

(c) In the event that the contractor was aware of an organizational conflict of interest prior to the award of this contract and did not disclose the conflict to the Contracting Officer, BPA may terminate the contract for default.

(d) The provisions of this clause shall be included in all subcontracts for work to be performed in aid of the services provided by the prime contractor, and the terms "contract," "contractor," "Contracting Officer" modified appropriately.

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

(a) As used in this clause:

"Covered Federal action" means

(1) The awarding of any Federal contract.

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

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

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

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

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

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

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

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

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

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

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

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

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, Standard Form-LLL, Disclosure of Lobbying Activities, to the Contracting Officer.

(3) He or she will include the language of this certification in all subcontract awards at any tier and that all sub-recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, U.S. Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $l0, 000 and not more than $100,000 for each such failure.

(d) A contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using non appropriated funds (to include profits from any covered Federal action), which would be prohibited under this clause if paid for with appropriated funds.

(e) The contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (b) of this clause. An event that materially affects the accuracy of the information reported includes--

(1) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(f) The contractor shall require the submittal of a certification, and if required, a disclosure form, by any person who requests or receives any subcontract exceeding $100,000 under the Federal contract.

(g) All subcontractor disclosure forms (but not certifications), shall be forwarded from tier to tier until received by the prime contractor. The prime contractor shall submit all disclosure forms to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding contractor.

(h) Any person who makes an expenditure prohibited under this clause or who fails to file or amend the disclosure form to be filed or amended by this clause shall be subject to a civil penalty as provided by 31 U. S. Code 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

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

(a) The contractor agrees that with respect to all employees to be employed under this contract it will provide a drug-free workplace as described in this clause.

(b) Definitions. As used in this clause "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812), as from time to time amended, and as further defined in regulation at 21 CFR 1308.11-1308.15, as amended.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (c)(1) through (c)(6) of this clause.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (c) of this clause may, pursuant to BPI 3.6.3 render the contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

CONTRACTOR COMPLIANCE WITH BPA POLICIES (3-8)
(SEP 09)(BPI 3.7.1)

(a) The contractor shall comply with all BPA policies affecting the BPA workplace environment. Examples of specific policies are:

(1) Harassment-free workplace;

(2) Non-smoking workplace;

(3) Firearms and other weapons (BPAM 1086);

(4) Safety and health clauses in this contract;

(5) Visits to BPA substations, rights-of-way work sites, other electrical hazardous work sites, and non-electrical hazardous work sites;

(6) Standards of conduct regarding transmission information (BPI 3.2);

(7) Dissemination of Critical Program Information (BPA Security Standards Manual, Chapter 300-2); and

(8) Identity verification and background screening for all contractors, and pre-approval for non-US Citizen access to BPA facilities, as prescribed by the BPA Security office procedures.

(b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(OCT 05) (BPI 3.8.1)

The Contractor agrees that without the Bonneville Power Administration’s (BPA) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of the BPA or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that the BPA endorses a product, project or commercial line of endeavor.

CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (3-4)
(MAY 11) (BPI 3.7.1)

(a) Definitions. As used in this clause--

“Driving”—(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. (2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

"Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while driving, dated October 1, 2009.

(c) The Contractor should adopt and enforce policies that ban text messaging while driving —(1) Company-owned or -rented vehicles or Government-owned vehicles; or (2) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed $10,000.

PRIVACY ACT (5-1)
(OCT 93)(BPI 5.1.2)

(a) The Contractor shall be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974, (5 U.S.C. 552a) and applicable DOE regulations.

(b) The Contractor agrees to:

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals.

(2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.

(c) In the event of violations of the Act, a civil action may be brought against BPA if the violation concerns the design, development, or operation of a system of records on individuals to accomplish a BPA function, and criminal penalties may be imposed upon the employees of BPA when the violation concerns the operation of a system of records on individuals to accomplish a BPA function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor and any employee of the Contractor are considered to be employees of BPA.

SOCIO-ECONOMIC ISSUES

NONDISCRIMINATION AND AFFIRMATIVE ACTION (10-1)
(APR 09)(BPI 10.2.1)

(a) The Contractor shall not discriminate against its employees or applicants because of their race, color, religion, sex, national origin, age, status as Disabled or Vietnam Veterans, or physical or mental handicaps. The Contractor certifies that it does not, and will not, maintain segregated facilities or accommodations on the basis of race, color, religion or national origin. Regarding any position for which an employee or an applicant is qualified, the Contractor agrees to take affirmative action to employ, train, advance in employment and retain individuals in accordance with applicable laws and regulations including:.

(1) For nondiscrimination based on race , color, religion, sex or national origin this includes, but is not limited to, the U. S. Constitution, and Parts II and IV of Executive Order 11246, September 24, 1965 (30 Fed. Reg. 12319). Contractor disputes related to compliance with its obligations shall be handled according to the rules, regulations and relevant orders of the Secretary of Labor (See 41 CFR 60).

(2) For nondiscrimination based on Disabled or Vietnam Veterans this includes, but is not limited to, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4012); Executive Order 11701, January 24, 1973 (38 CFR 2675); and the regulations of the Secretary of Labor (41 CFR Part 60-250).

(3) For nondiscrimination based on the Handicapped this includes, but is not limited to, Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793); Executive Order 11758, January 15, 1974; and the regulations of the Secretary of Labor (41 CFR Part 60-741).

(4) For nondiscrimination based on Age this includes, but is not limited to, Executive Order 11141, February 12, 1964 (29 CFR 2477).

(b) The Contractor shall include the terms of this clause in every subcontract or purchase order exceeding $50,000 and shall act as specified by the Department of Labor to enforce the terms and implement remedies.

EMPLOYMENT PRACTICES (10-2)
(MAR 10)(BPI 10.2.1)

The Contractor agrees to comply with all applicable Federal, State, local laws, and regulations concerning Equal Employment Opportunity, the payment of minimum wages (including, but not limited to, the Fair Labor Standards Act) and the use of safe practices (including, but not limited to, the Occupational Safety and Health Act).

NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(DEC 10) (BPI 10.3.1)

(a) During the term of this contract, the Contractor shall post a notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places, in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous' places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of labor's website that contains the full text of the poster. The link to the Department's website, as referenced 'in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required notice, printed by the Department of Labor, can be:

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office or the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs; or

(2) Provided by the Federal contracting agency, if requested; or

(3) Downloaded from the Office of Labor-Management Standards web site at:

www.dol.gov/olms/regs/compliance/EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the Employee Notification referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the Employee Notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a)-(d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 471, which implements E.O. 13496 or as otherwise provided by law.

(f) Subcontracts

(1) The Contractor shall include the substance of the provisions of paragraphs (a)-(f) of this clause in every subcontract that exceeds $10,000 unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor and subcontractor are not permitted to procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this subpart.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for non compliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

RESTRICTION ON CERTAIN FOREIGN PURCHASES (9-8)
(MAY 11) (BPI 9.3.2)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at *http://www.treas.gov/offices/enforcement/ofac/sdn*. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at *http://www.treas.gov/offices/enforcement/ofac*.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

BONDS AND INSURANCE

INSURANCE (16-2M)
(FEB 12)(BPI 16.3.3)

(a) Before commencing work under this contract, the Contractor shall provide to the Contracting Officer certificates of insurance from the insurance company, or an authorized insurance agent, stating the required insurance has been obtained and is in force. The certificate(s) shall identify the Contractor and name BPA as the certificate holder as follows:

Bonneville Power Administration
Attention: Contracting Officer's Representative – Winston Young

The certificate shall also identify the contract number(s) for which coverage is provided, and shall contain a statement that the insurer will endeavor to give notice of cancellation or any material change to the certificate holder at least 30 days before the effective date.

(b) Throughout the period of the contract the Contractor shall deliver a new certificate of insurance to the Contracting Officer within 10 business days of existing policy expiration, changes, and/or changes in insurance providers. If the Contractor's insurance does not cover the subcontractors involved in the work, the Contractor shall provide the Contracting Officer with certificates of insurance stating that the required insurance has been obtained by the subcontractors.

(c) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(d) The following minimum kinds and amounts of insurance are applicable in the performance of the work under this contract. All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(1) **Workers' compensation and employer's liability**. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. Employer's liability coverage of at least $1,000,000 shall be required. BPA may require Contractors who are individuals (whether incorporated or not) to carry workers' compensation to protect agency interests. The Contracting Officer shall advise the Contractor regarding specific requirements.

(2) **Commercial General liability**. The contractor shall provide commercial general liability insurance (CGL) of at least $1,000,000 per occurrence. Any policy aggregate limits which apply shall be modified to apply to each location and project. The policy shall name BPA, its officials, officers, employees and agents, as additional insureds with respect to the contractor's performance of services under the contract. The contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of BPA. The Contractor's CGL policy shall be issued on an occurrence basis.

(3) **Automobile liability.** The contractor shall provide automobile liability insurance covering the operation of all automobiles used in performing the contract. Policies shall provide limits of at least $1,000,000 per accident and include coverage for all owned, non-owned and hired automobiles.

PATENTS, DATA, AND COPYRIGHTS

RIGHTS IN DATA-CREATION OF NEW WORK, RESTRICTED (17-5.2) (OCT 11)(BPI 17.5.4.1.1)

(a) Except as otherwise provided herein, the Contractor grants to BPA a fully paid-up, non-exclusive, irrevocable, worldwide, perpetual license to copy, prepare derivative works and perform or display publicly, by or on behalf of BPA, for all the material or subject matter produced under this contract, hereinafter referred to as Work Product. Work Product means data (recorded information, regardless of form or the media on which it is stored) as well as any other copyrightable products or materials arising from performance under this contract.

(b) Contractor agrees that its use of the Work Product shall be restricted as defined by BPA in the statement of work or requirements document. Contractor shall protect the Work Product from disclosure to third parties without BPA's prior written consent, except as reasonably necessary to perform the services under this contract. The obligations under this provision shall survive any termination of this contract. Contractor's obligation to protect the Work Product from disclosure shall terminate upon BPA's disclosure without further restrictions.

(c) Contractor shall defend, at its expense, and hold BPA harmless from any claim or suit brought against BPA alleging that the Work Product furnished hereunder infringes a U.S. patent or copyright, violates trade secrets, rights of privacy, or any libelous or other unlawful matter contained in such Work Product, and shall pay all costs and damages finally awarded, provided Contractor is given prompt written notice of such claim and is given information, reasonable assistance, and sole authority to defend or settle the claim. In the defense of the claim, Contractor shall obtain for BPA the right to continue using the Work Product, replace or modify the Work Product to be noninfringing, or if such remedies are not reasonably available, grant BPA a refund for the

Work Product and accept its return. The provisions of this clause do not apply to material furnished to the Contractor by BPA and incorporated in the Work Product to which this clause applies.

INDEMNIFICATION FOR INFRINGEMENT-SOFTWARE (17-7.1)
(OCT 11)(BPI 17.5.3.2.1; 17.6.4.2.1)

(a) Contractor shall defend and hold BPA harmless from any claim by a third party that the Software infringes any patent, copyright or trade secret of that third party, provided:

(1) Contractor is promptly notified of the claim;

(2) Contractor receives reasonable cooperation from BPA necessary to perform Contractor's obligations hereunder; and

(3) Contractor has sole control over the defense and all negotiations for a settlement or compromise.

The foregoing obligation of Contractor does not apply with respect to Software or portions or components thereof:

(1) not supplied by the Contractor;

(2) used in a manner not expressly authorized by this Contract;

(3) made in whole or in part in accordance with BPA's specifications;

(4) modified by BPA, if the alleged infringement relates to such modification;

(5) combined with other products (hardware or software), processes or materials where the alleged infringement would not exist but for such combination; or

(6) where BPA continues the allegedly infringing activity after being notified thereof and provided modifications that would have avoided the alleged infringement.

(b) In the event the Software is held by a court of competent jurisdiction to constitute an infringement and use of the Software is enjoined, Contractor shall do one of the following:

(1) procure for BPA the right to continue use of the Software;

(2) provide a modification to the Software so that its use becomes non-infringing;

(3) replace the Software with software which is substantially similar in functionality and performance; or

(4) if none of the foregoing alternatives is reasonably available, the Contractor shall refund the full value of the License fees paid by BPA for the infringing Software.

This clause states Contractor's sole liability and BPA's exclusive remedy for infringement claims.

SOURCE CODE ESCROW -- BPA AS AGENT (17-9)
(OCT 11)(BPI 17.6.5.2.1; BPI 17.5.3.3.1)

(a) The Contractor shall provide reasonable access to its software source code and all relevant software documentation to BPA. The intent of this requirement is to provide security to BPA in its ability to maintain and develop the software in the event that the Contractor is unable or unwilling to perform its obligations under this contract and for the purpose of auditing the internal functionality of the source code.

(b) The Contractor shall notify BPA immediately upon the occurrence of any of the triggering events as identified in section (d) below. If Contractor is unable to provide BPA with reasonable written assurances of its ability to provide continued support within thirty (30) days of any notification of a triggering event, Contractor hereby grants to BPA a license to use the applicable source code(s) for the product(s) as may be reasonably required for the purpose of BPA's continued use and maintenance of the product(s). BPA shall use the source code for the sole purpose of supporting and maintaining the licensed software for its internal use only.

(c) Within thirty (30) calendar days from the Contractor's first delivery to BPA of the licensed software, or within thirty (30) calendar days from the delivery of any changed, updated, or upgraded licensed software, the Contractor shall deliver to BPA one copy of the corresponding source code materials including a copy of its build process and documentation, including materials and equipment lists for verification purposes.

(d) In order to ensure compliance with the foregoing, the Contractor shall deposit in escrow with BPA, and update as necessary, a copy of the source code and related documentation which correspond to the most current version of each product in use by BPA. BPA shall preserve and protect the material collected for escrow, maintain it in a secure location completely separate from the product(s) in use, and restrict all access to the materials until the occurrence of one of the following "Triggering Events":

(1) Decision by the Contractor or its successor in interest to discontinue maintenance of the licensed software;

(2) The filing of a bankruptcy petition by or against the Contractor that is not dismissed within 60 days of its filing;

(3) Appointment of a receiver, trustee, or custodian of all or a substantial portion of Contractor's assets, which is not dismissed within 60 days of such appointment;

(4) An assignment for the benefit of creditors by the Contractor of all or a substantial portion of the Contractor's assets which is not revoked within 60 days of its creation; or

(5) BPA receives a notice or final order to release the source code, issued by either (1) a trustee in bankruptcy appointed for Contractor, or (ii) a court having lawful jurisdiction.

COMMERCIAL SOFTWARE-CONTRACTOR LICENSE (17-10)
(OCT 11)(BPI 17.2.1.1)

Contractor grants a license to BPA to utilize its commercial software in compliance with the attached software license agreement. BPA shall comply with the terms of the software license agreement, or modified software agreement as appropriate.

MODIFICATIONS TO COMMERCIAL SOFTWARE (17-12)
(OCT 11)(BPI 17.2.5.1; BPI 17.4.1.1)

Contractor shall retain the rights to modifications to its commercial software made at BPA's expense; however, Contractor grants to BPA a fully paid-up, nonexclusive, irrevocable, world-wide license to use such modifications, provided BPA is licensed for use of the commercial software.

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

(a) In performance of this contract, the contractor shall protect all data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and BPA's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of these information or systems.

(b) The contractor shall maintain an information security and/or data security plan or program consistent with industry standards such as National Institute of Standards and Technology (NIST), as required by the E-Government Act (Public Law 107-347) of 2002, Title III Federal Information Security Management Act (FISMA).

(c) The BPA Chief Information Officer (CIO), or representatives, shall have the right to examine, audit, and reproduce any of the contractor's pertinent information security and/or data security plan or program.

(d) The contractor shall adhere to any additional information security requirements identified in the statement of work.

(e) The contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by BPA.

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

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

(b) BPA shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. BPA shall give such Information at least such protection as BPA gives its own information and data of the same general type, but in no event less than reasonable protection. BPA shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. BPA shall not disclose the Contractor's Information to any person other than those of BPA's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). BPA shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as BPA itself is required to give such Information under this contract. BPA's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:

(1) has become a matter of public knowledge other than through an act or omission of the BPA;

(2) has been made known to BPA by a third party in accordance with such third party's legal rights without any restriction on disclosure;

(3) was in the possession of BPA prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;

(4) BPA is required by law to disclose, or is subject to FOIA;

(5) has been independently developed by BPA from information not defined as "Information" in this contract; or

(6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).

(c) BPA shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3) (SEP 98)(BPI 23.3.1)

The contractor shall hold BPA harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

INSPECTION AND WARRANTY

**SOFTWARE WARRANTY (17-14)
(OCT 11)(BPI 17.2.10.1)**

Contractor warrants that its product shall perform substantially in accordance with applicable technical documentation as published and provided to BPA. Contractor warrants that its products, as delivered to BPA, contain any no mal-ware or viruses developed by Contractor to disable, or erase software, hardware, or data or to perform any similar function. Additionally, no portion of Contractor's software or material prepared for BPA should contain any copyrighted or similarly protected material, other than such material that Contractor has been provided a license or other evidence from such owner of the ability to do so. Contractor warrants that its media upon which it delivers its product to BPA, if any, will be free of defects in materials and workmanship under normal use. Contractor agrees to replace defective media.

Contractor shall use its commercially reasonable efforts to correct or provide a workaround for reproducible product errors that cause a breach of this warranty, or if Contractor is unable to make its product operate as warranted within a reasonable time considering the severity of the error and its impact on BPA, BPA shall be entitled to return the product to contractor and recover fees paid for the license. Contractor shall not be liable under this warranty to the extent that any defect or error in its product is either caused by or contributed to by improper installation of its product unless such installation is performed by Contractor or BPA's use of the product contrary to applicable technical documentation.

**IT SERVICE WARRANTY (17-16)
(OCT 11)(BPI 17.4.2.1)**

Contractor warrants that any services performed under this agreement or provision shall be performed in a competent and workmanlike manner in conformity with generally acceptable industry standards for the services provided hereunder. Contractor shall re-perform the services at no cost to BPA or if Contractor is unable to perform services as warranted, BPA shall be entitled to recover the value of the fees paid to Contractor for the nonconforming services.

**INSPECTION AND ACCEPTANCE - COMMERCIAL SUPPLIES/SERVICES (18-1)
(MAY 11)(BPI 18.3.1)**

(a) The Contractor shall only tender for acceptance those items or services that conform to the requirements of this contract. BPA reserves the right to inspect or test any supplies or services that have been tendered for acceptance. BPA may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, BPA may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. BPA must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

TERMINATION

TERMINATION FOR THE CONVENIENCE OF BPA (20-2)
(MAY 07)(BPI 20.4.1)

(a) BPA may terminate all or any part of this contract, at any time, upon written notice to the contractor. Upon receipt of the termination notice, the contractor shall stop work on the terminated portion of the contract.

(b) The contract amount shall be revised as a result of termination under this clause. On fixed-price contracts the revised amount shall not exceed the pre-termination contract price, excluding payments already received, plus reasonable termination expenses. On cost-reimbursement contracts it will not exceed the total of allowable and allocable costs of performance prior to termination, excluding payments already received, plus reasonable termination expenses, plus an adjustment of the fee on the terminated portion of the contract. No payment will be made for anticipated profits on the terminated portion, or consequential damages, of the contract. The contractor shall submit a settlement proposal within 30 days of the notice of termination.

(c) The Contracting Officer may direct the disposition of material produced or acquired for the work terminated, or any completed or partially completed items.

TERMINATION FOR DEFAULT (20-3.1) ALTERNATE I
(MAY 11)(BPI 20.5.1)

(a) BPA reserves the right to terminate any or all of any undelivered or unexecuted portion of this contract for cause if the contractor fails to make any delivery, fails to prosecute the work, or to perform as scheduled, or if any of the contract terms are breached. However, the contractor shall not be terminated for default if the failure to perform arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, provided that the Contractor provides notice to the Contracting Officer that a force majeure event has occurred within a reasonable period of time after occurrence. Examples of those events are: (1) acts of God or of the public enemy, (2) acts of the Government in its sovereign or BPA in its contractual capacity, (3) fires, (4 floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes and (9) unusually severe weather.

(b) The Contracting Officer may direct the disposition of material produced or acquired for the work terminated, and the disposition of any completed or partially completed items.

(c) BPA may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to BPA for any excess costs for those supplies or services, including administrative costs.

DISPUTES

APPLICABLE LAW (21-5)
(MAY 11)(BPI 21.1.2.1)

This agreement shall be construed in accordance with and governed by federal procurement laws of the United States. Where there is no applicable federal procurement law, the laws of the State of Oregon shall prevail.

DISPUTES (21-2)
(MAY 11)(BPI 21.3.15.1)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 USC 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within six years after accrual of the claim to the Contracting Officer for a written decision. A claim by BPA against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding $100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows:

"I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes BPA is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of $100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For contractor-certified claims over $100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by BPA is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) BPA shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if the date is later, until the date of payment. With regard to claims having defective certifications, as defined in BPI 21.3.1, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Secretary of the Treasury during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

UNIT 3 — SCOPE OF WORK

Project Description

The Scope of the Master Agreement and subsequest Releases includes all activities related to the provisioning, configuration, implementation, and maintenance support, per BPA's requirements, of a Talent Acquisition System that supports the Federal hiring environment and enables more effective competition for talent that supports BPA's business continuity over time.

Specific tasks under this RFO will be identified in Statement of Work (Attachment 4).

ATTACHMENT 2 -- REPRESENTATIONS AND CERTIFICATIONS

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TAXPAYER IDENTIFICATION NUMBER (4-1)
(DEC 98)(BPI 4.1.2.1)

NOTE:
(1) Taxpayer Identification Number (TIN) reporting does not apply to a Federal agency, a foreign government or a foreign business not engaged in business or trade or without an agent capable of receiving payment within the United States.
(2) The TIN for BPA is 93-0334712.

All offerors, other than noted above, are required to submit its Taxpayer Identification Number requested below in order to comply with the Department of Treasury payment processing requirements of 31 U.S.C. 3332 and 7701, and the reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service. If the resulting contract is subject to those requirements, the failure or refusal by the offeror to furnish the information may result in a suspension of payment and a thirty-one (31) percent reduction of payments otherwise due under the contract.

Taxpayer Identification Number ____.

TYPE OF BUSINESS ORGANIZATION (11-1)
(SEP 02)(BPI 11.10.2.1)

The offeror, by checking the applicable box, represents that-

(a) It operates as / / a corporation incorporated under the laws of the State of ____________, / / an individual, / / a partnership, / / a nonprofit organization, or / / a joint venture; or

(b) It is a / / local, / / state, / / federally recognized Indian tribe, or / / other governmental entity, (*describe* ____________________________); or

(c) If the offeror is a foreign entity, it operates as / / an individual, / / a partnership, / / a nonprofit organization, / / a joint venture, or / / a corporation, registered for business in _________ (country) and / / does / / does not have an office or fiscal paying agent in the United States; or

(d) It is / / a type of business organization not otherwise listed above (*describe* ____________________________).

PREFERENCE AWARD REPRESENTATION (8-1)
(SEP 98)(BPI 8.1.3)

(a) The offeror represents that:

(1) it is /_/, is not /_/ a small business concern and that, if supplies/equipment are offered, all /_/, not all /_/ end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, or Puerto Rico, or the Trust Territory of the Pacific Islands.

(2) it is /_/, is not /_/ a small disadvantaged business concern.

(3) it is /_/, is not /_/ a women-owned small business concern.

(b) Definitions.

(1) Small Business Concern. The North American Industry Classification System (NAICS) code for this solicitation is **518210 Data Processing, Hosting, and Related Services**. "Small Business Concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is competing for Government contracts, and its average annual receipts for its preceding three fiscal years do not exceed **$25 million**

(2) Small Disadvantaged Business Concern: See BPI Appendix 8-A for a detailed definition.

ATTACHMENT 1 -- INSTRUCTIONS TO OFFERORS & EVALUATION PROCESS

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INSTRUCTIONS

SUBMISSION OF OFFERS (11-2)
(SEP 98)(BPI 11.10.2.1)

(a) Offers shall be valid for a minimum of 120 days from the date offers are due.

(b) All offers and resultant contracts are subject to the conditions set forth in this solicitation and the BPI. By submission of this offer, the offeror agrees to be bound to the Protest procedures specified in the BPI.

(c) BPA may reject late offers. BPA reserves the right to not consider proposals from potential suppliers other than those solicited by the CO.

PROPOSAL PREPARATION INSTRUCTIONS (11-50M)
(FEB 12)

Responses to this Request for Offers shall include the following:

1. Proposal Response shall be e-mailed to the Contracting Officer's Representative: wbyoung@bpa.gov

2. Complete the Representations and Certifications document (see Attachment 2 of this solicitation).

3. Confirmed acceptance of BPA's contractual terms and conditions (See Attachement 3). Please note any exceptions and be sure to include specific reasons. Note: The acceptance of BPA terms and conditions may be considered as an evaluation criteria for making the award. BPA is a federal government agency under the Department of Energy and governed by procurement policy that can be accessed externally through the following link: http://www.bpa.gov/corporate/business/bpi/

4. Review the SOW (Attachment 4). Note any questions and concerns regarding the specifications/ tasks therein.

5. Detailed Response Instructions to Offerors (RFO Attachment 5): Review the instructions and complete the required sections.

6. Technical Response Appendix (Attachment 6): Complete the MS Excel tabs per Instructions to Offerors and SOW. **Be sure to submit this file in the MS Excel format provided with your proposal response.**

7. Job Aid - Definitions and Uses of SF-52 Tracking Dates (Attachment 7): This document providedes additional process information in conjunction to the SOW.

8. BPA Vendor Guide for BPI Clause 17 v01 (Attachment 8): This document provides additional guidance about BPA FISMA requirements.

EVALUATION

CONSIDERATIONS IN MAKING AWARDS (11-3M) (FEB 12)(BPI 11.11.1.1)

(a) BPA is seeking offers that provide the best combination of attributes in order to select the "best buy" offer. Best buy will be determined by evaluating the proposal areas listed in paragrapg (d) below, and whether the offeror has complied with the specifications or demonstrated capability to perform the statement of work. BPA may consider other attributes without notification to the offerors if review of the proposals or BPA program needs raise relevant new issues.

(b) BPA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(c) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party.

(d) BPA's evaluation will focus on the following four areas, listed in descending order of importance:

- Technical Response (Functional Requirements, Technical Requirements, Security Requirements)
- Compliance (Privacy, FISMA / NIST)
- Experience
- Price

GENERAL

PURCHASING STANDARDS OF CONDUCT (3-1) (SEP 98)(BPI 3.1.7)

(a) No person, other than as provided by law or authorized by the CO, shall knowingly obtain contractor proposal information or source selection information before award of a BPA purchase to which the information relates.

(b) "Competing contractor," as used in this clause, means any entity that is, or is likely to become, a competitor for or a recipient of a contract or subcontract under a BPA purchase, and includes any other person acting on behalf of such an entity.

(c) During the conduct of any BPA purchase of property or services, no competing contractor or any officer, employee, representative, agent, or consultant of any competing contractor shall knowingly:

(1) Make, directly or indirectly, any offer or promise of future employment or business opportunity to any BPA employee participating personally and substantially during the conduct of a BPA purchase, except as provided in BPI 3.1.4;

(2) Offer, give, or promise to offer or give, directly or indirectly any money, gratuity, or other thing of value to any BPA employee participating personally and substantially during the conduct of a BPA purchase; or

(3) Solicit or obtain, directly or indirectly, from any BPA officer or employee, prior to the award of a contract any contractor proposal information or source selection information regarding such purchase.

DISCLOSURE OF OFFEROR'S PROPOSAL (12-1)
(SEP 98)(BPI 12.1.1.1)

BPA agrees not to publicly disclose the information submitted in response to this solicitation, with the following exceptions:

(a) Information which is incorporated into the final contract, unless specifically excepted.

(b) Information available under the Freedom of Information Act.

(c) Information required by a court of law or other Federal agencies.

(d) Information publicly available from other sources.

NONDISCLOSURE FOR RFO (17-21)
(OCT 11)(BPI 17.6.2.1.1)

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

(b) BPA shall hold Contractor’s Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. BPA shall give such Information at least such protection as BPA gives its own information and data of the same general type, but in no event less than reasonable protection. BPA shall not use or make copies of the Contractor’s Information for any purpose other than for the purposes of this RFO. BPA shall not disclose the Contractor’s Information to any person other than those of BPA’s employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). BPA shall, by written contract, require each person to whom, or entity to which, it discloses Contractor’s Information to give such Information at least such protection as BPA itself is required to give such Information under provision. BPA’s confidentiality obligations hereunder shall not apply to any portion of the Disclosing Party’s Information which:

(1) has become a matter of public knowledge other than through an act or omission of the BPA;

(2) has been made known to BPA by a third party in accordance with such third party’s legal rights without any restriction on disclosure;

(3) was in the possession of BPA prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;

(4) BPA is required by law to disclose, or is subject to FOIA;

(5) has been independently developed by BPA from information not defined as "Information" in this contract; or

(6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).

(c) BPA shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earlier of either the termination of this RFO or the Contractor's written request.

PROTESTS AGAINST AWARD (21-1)
(AUG 11)(BPI 21.2.10.1)

(a) Interested parties agree that any protest against award will be filed with the BPA Head of the Contracting Activity prior to filing with any other forum, pursuant to 16 U.S.C. § 832a(f) and Subpart 21.2 of the Bonneville Purchasing Instructions.

(b) Interested parties who are unable to resolve disagreements informally with the Contracting Officer may send a formal, written protest to the Head of the Contracting Activity. In order to be considered by the Head of the Contracting Activity, a protest based on alleged apparent improprieties in a solicitation shall be received before the closing date for receipt of proposals. In all other cases, protests shall be received no later than 10 calendar days after the basis of protest is known or should have been known, whichever is earlier.

(c) The protest shall contain: (1) the name and address of the protester, (2) the identity of the contracting officer and the solicitation or contract involved, (3) all facts relevant to and grounds in support of the protest, and (4) a request for a specific ruling by BPA. It shall be sent to: Head of the Contracting Activity, Bonneville Power Administration, P. O. Box 3621, Portland, Oregon 97208 (Street Address: 905 N. E. 11th Avenue, Portland, OR 97232).

(d) For protests filed with the General Accountability Office (GAO), two copies shall be served on the BPA by obtaining written and dated acknowledgement of receipt. The copies of the protest and all other materials filed shall be received in the BPA CO's office and in the HCA's office, respectively, within one day of filing a protest with the GAO.