

ADDENDUM 6 TO RFP 10700053-03

The purpose of this Addendum 6 to RFP 10700053-03 is to reflect the State's further modifications to or clarifications of selected terms and conditions reflected in the RFP Attachment 1, the Sample Contract Form.

A. **MODIFICATION/CLARIFICATION OF SELECTED CONTRACT TERMS AND CONDITIONS.** This Addendum reflects additional terms and conditions upon which the State offers clarification of its intent regarding each of the listed provisions.

1. **Regarding Section III., Subsection 3.2, Consultant's Employees and Subcontractors,** the State seeks to place on the Prime Contractor the ultimate contractual responsibility for the Project Work it is required to perform and complete, and for the warranties and representations related to such Work, whether the Work is performed by the Prime Contractor or its Subcontractor(s). It is for this reason that the State requires a Contractor/Subcontractor relationship instead of an association/partnership/coalition arrangement. The State will consider negotiating with the selected Contractor to modify this provision to more clearly reflect the State's intent in this regard.

2. **Regarding Section VI., Ownership of Work Products,** in the existing Attachment I the State has already indicated its intention to consider negotiating with the selected Contractor concerning Ownership of Work Products issues. Concerning any such negotiations, it is the State's intention that Contractor's proprietary software will likely remain the property of Contractor, provided the State receives an adequate license for its use without further compensation.

The State notes that the essence of Phase I Work is the Contractor's review of selected State-supplied documentation regarding Oregon's Information Technology systems and operations, Contractor's limited research into selected areas, Contractor's conduct and validation of an

Inventory of Oregon's Computing and Networking assets, and Contractor's development of a recommended best Computing and Networking Consolidation Approach, supported by a validated business case. The Inventory revolves around Oregon's property - its Computing and Networking assets. Any recommendation for consolidation of assets will likely reflect an Oregon-unique configuration of the State's property.

3. Regarding Section VII. Confidentiality and Non-Disclosure, Subsection 7.3, Non-Disclosure Agreements; Security Checks, the State will consider negotiating this provision, e.g., as to the form of agreement, but State will insist upon an enforceable interest in these areas through equitable and monetary sanctions.

4. Regarding Section VIII. Consultant's Representations and Warranties, Subsection 8.2, Performance Warranties, the State will consider negotiating with the selected Contractor for a time frame limitation on warranties.

5. Regarding Section X. Indemnities, Subsections 10.1, General Indemnity, and 10.2, Intellectual Property Indemnity, the State will consider negotiating with the selected Contractor for a compensatory limit on damages.

6. Regarding Section XVIII. Miscellaneous Provisions, Subsection 18.1, Order of Precedence, the State will consider negotiating with the selected Contractor regarding the order of precedence for selected contract documents.

7. Regarding Section XVIII. Miscellaneous Provisions, Subsection 18.15, Amendments, the State intends for the selected Contractor and the Participating Agencies to use the contract amendment process, as necessary and appropriate, to address proposed "changes" to the Work. Subsection 18.15 includes illustrative, but not exhaustive, examples of changes to Work that will be processed and managed by amendment.

B. Nicholas Betsacon remains as the Single Point of Contact for this procurement.

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THIS ADDENDUM 6 DOES NOT CHANGE THE DATE FOR THE CLOSING NOW SCHEDULED FOR NOVEMBER 25, 2003, AT 4:00 P.M. (PACIFIC TIME).

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