

ATTACHMENT 1

SAMPLE CONTRACT FORM

STATE OF OREGON

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (this “Contract”) is entered into by and between the State of Oregon (“State”) acting by and through its Department of Administrative Services (“Agency” or “DAS”), and _____, an _____ corporation (“Consultant” or “Contractor”) and is effective as of the Effective Date (defined below).

RECITALS

- A. Agency desires to hire Consultant to provide Information Technology (“IT”) consulting services regarding State of Oregon Computing and Networking Infrastructure Consolidation (the “Work” as defined below) to enable State to achieve specific business and Agency and Participating Agency mission objectives defined in this Contract and the RFP.
- B. Consultant is the successful proposer in connection with the RFP (defined below).
- C. Consultant desires to perform the Work for Agency.

AGREEMENT

In consideration of the foregoing recitals and the mutual terms and conditions set forth below, Agency and Consultant agree as follows:

I. DEFINITIONS. Acronyms and capitalized abbreviations and terms used in the Contract, and not otherwise defined in the Contract, have the meanings attributed to them in the RFP #10700053-03, Attachment 5, Glossary.

“Acceptance” means written confirmation by Agency that Contractor has completed an item of Work in accordance with the Contract and accepted for purposes of interim payment. The term is distinct from “Initial Acceptance” and “Final Acceptance”.

“Authorized Representative” means a person representing a party to this Contract who is authorized to make commitments and decisions on behalf of the party regarding the performance of this Contract. Consultant’s Authorized Representative is the person so identified in Exhibit F. Agency’s Authorized Representative is the person so identified in Exhibit G.

“Confidential Information” is defined in Section 7.1.

“Computing and Networking Infrastructure Consolidation” means the efficient concentration or convergence of divergent and diverse IT Systems and data processing through one or more means generally accepted in the IT community for such purpose, including without limitation co-location of divergent Systems and personnel; hardware consolidation and upgrade; IT workload consolidation; Network Consolidation and modernization of facilities, equipment, operating practices and applications.

“Contract” means all terms and conditions herein and all Exhibits attached hereto.

“Contractor’s Hourly Rates” means the hourly rates specified by Contractor for Task 8 Work performed by its personnel, and Accepted by Agency under the Contract.

“DAS” means the Oregon Department of Administrative Services.

“Deliverables” means all components of the Work Product and all related legal rights to own or use Work Product to be delivered under this Contract as listed in the Statement of Work, Exhibit A.

“Delivery Schedule” means the schedule that includes the completion date of each milestone and the delivery date for each Deliverable.

“Documentation” means all documents, including documents that are Deliverables described in the Statement of Work, Exhibit A.

“DOJ” means the Oregon Department of Justice.

“Effective Date” means the later of (a) October 30, 2003 or (b) the date on which this Contract is fully executed and approved in accordance with applicable laws, rules and regulations.

“Information Technology (“IT”) means the profession concerned with all aspects of managing and processing information via computers and computer Systems.

“Inventory” or “Inventories” means Contractor’s discovery and compilation of information and data related to Participating Agencies’ IT Systems according to all applicable requirements under the Contract.

“Intellectual Property Rights” is defined in Section 10.2.

“Key Persons” means Consultant’s Authorized Representative, the Project Manager and all other Consultant personnel designated in Exhibit F who will be principally responsible for the Work.

“Maximum Not-To-Exceed Compensation” is defined in Section 5.1.

“Optional Tasks” and “Optional Deliverables” means those Tasks and Deliverables labeled as “optional” in the Statement of Work, including the Optional Level 2 Inventory, which Contractor has no responsibility to perform or deliver without the issuance of separate, written Agency authorization following Contract execution. Agency reserves the right to exercise these options, if at all, in its sole discretion.

“ORS” means Oregon Revised Statutes.

“Participating Agency” or “Participating Agencies” means the State agencies listed in SGD 2, “List of Participating Agencies,” for whom Contractor will conduct Inventories.

“Project” means the sum of all Work to be performed under the Contract.

“Project Manager” means Consultant’s representative who manages the processes and coordinates the Work with Agency’s Project Monitor to ensure delivery of the Work Product. Consultant’s Project Manager is the person so identified in Exhibit F.

“Project Monitor” means Agency’s representative who coordinates Agency’s responsibilities under the Contract with Consultant and who monitors all aspects of the Work. Agency’s Project Monitor is the person so identified in Exhibit G.

“Project Staff” means Consultant’s personnel performing Work on the Project.

“Proposal” means Consultant’s proposal in response to the RFP, which is attached hereto as Exhibit C.

“RFP” means the Request for Proposal attached hereto as Exhibit B.

“Schedule of Deliverables” means a document that describes each Deliverable, measurable attributes of each Deliverable, milestones within each Deliverable with identification of the work activities that are associated with them, and a planned completion date for each Deliverable.

“State Project Staff” means the State’s personnel performing Work on the Project.

“Statement of Work” means the Task Descriptions, Schedule of Deliverables, the payment schedule, and any other items as agreed by the parties, all attached hereto as Exhibit A.

“System” means any computer, computer system, computer network, computer program or other data processing or communication device or any component of the foregoing, including without limitation personnel resources, that is being tested, modified, developed, assessed, Inventoried or otherwise accessed or used under this Contract.

“Work” means any of the Tasks and Deliverables identified in the Statement of Work to be performed in accordance with the terms and conditions of the Contract.

“Work Order(s)” means the document executed by Agency and Contractor that reflects Task 8 Work for which Contractor has Agency authorization to perform and the requirements, terms and conditions that are related to the subject Work. All Work Orders will be in a form substantially similar to the form attached to the Contract as Exhibit H.

“Work Product” means the fully developed or completed version or iteration of the Work and Deliverables to be developed or acquired by Consultant and delivered to Agency under this Contract, and all intellectual property rights therein.

II. SCOPE OF SERVICES.

Contractor shall provide Information Technology consulting services regarding State of Oregon Computing and Networking Infrastructure Consolidation to enable the State to achieve the specific business and Agency and Participating Agency mission objectives defined in this Contract and the RFP.

Consultant agrees to perform the Work described in the Statement of Work, Exhibit A, which includes:

- (a) a detailed description of the Work;
- (b) the Schedule of Deliverables;
- (c) performance timeframes or milestones relating to the Deliverables;
- (d) documentation and reporting obligations required by Agency;
- (e) any applicable acceptance criteria and acceptance testing protocol;
- and
- (f) the payment schedule.

At Agency’s request, Consultant’s Work Product shall also include a report that identifies qualified contractors who may be needed to provide follow-on activities associated with or derived from Consultant’s Work Product which are outside the scope of this Contract.

III. CONSULTANT’S PERSONNEL.

- 3.1 Project Manager.** Consultant shall designate one of its Key Persons as Project Manager for the Work. The Project Manager shall be familiar with Agency’s business operations and objectives, shall be highly qualified to perform the Work, and shall perform the Work in accordance with the highest professional standards. The Project Manager will participate with Agency in periodic review sessions and will provide at Agency’s request detailed progress reports that identify completed tasks and the status of the remaining Work.

- 3.2 Consultant's Employees and Subcontractors.** Consultant shall not use subcontractors to perform the Work unless specifically authorized to do so by Agency. Consultant represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the work in a competent and professional manner.
- 3.3 Assignment of Personnel.** Consultant agrees to use its best efforts to ensure that the Project Manager and assigned employees and authorized subcontractors continue performing the Work through the Contract term. Consultant agrees that it will not reassign the Project Manager or assigned employees or authorized subcontractors without notifying Agency and obtaining Agency's consent after first demonstrating to Agency's satisfaction that personnel replacements have comparable skill, experience and familiarity with the Work to ensure its successful completion.

IV. TERM.

This Contract shall be effective on the Effective Date, and shall expire on the earlier of the date on which Agency accepts the Work as completed or 18 months from the Effective Date. The term of this Agreement may be extended at the option of Agency on the same terms and conditions as stated herein for three (3) extension periods of one year each upon Agency's delivery of written notice to extend to Consultant at least thirty (30) days prior to the expiration of the initial or any extension term.

V. PAYMENT.

- 5.1 Payment Amount.** The Maximum Not-To-Exceed Compensation, which includes any allowable expenses, payable to Consultant for the Work , Deliverables and Work Products is \$_____. Consultant and Agency agree that Consultant shall continue performing the Work until completion and delivery of all Work Products even if Consultant's actual time expended on the Work exceeds the estimated time upon which its Cost Proposal and the Maximum Not-To-Exceed Compensation are based, and that no additional compensation will be paid unless out of scope work is added to this Contract by amendment. Agency shall pay Consultant for the Work, Deliverables and Work Products identified in Exhibit A the lesser of (a) the number of Consultant hours for each Consultant employee performing the Work or producing the Deliverables or Work Products multiplied by the applicable hourly billing rate identified in Exhibit A, if any, (b) the maximum not-to-exceed compensation established for such Deliverables or Work Products in Exhibit A, or (c) any remaining balance of the Maximum Not-To-Exceed Compensation not previously paid to Consultant.

- 5.2 Expenses.** Agency will not pay any expenses incurred by Consultant unless expressly authorized in Exhibit A.
- 5.3 Invoices.** Agency shall pay Consultant not more than once each month upon Consultant's submission of a sufficiently detailed invoice for Work performed according to the invoice process developed by Consultant and approved by Agency. Such invoices shall describe all Work performed with particularity and by whom it was performed, including name and job title and reference to the specific Work activity, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices also shall include the total amount invoiced to date by Consultant prior to the current invoice. Consultant shall submit invoices to Agency's Authorized Representative. Agency will have the right to review each such invoice for compliance with the requirements of this Section 5.3 and any other relevant provisions of this Contract. All payments to Consultant are subject to ORS 293.462. Unless otherwise provided herein, Agency may retain the final payment until the Work is completed.

VI. OWNERSHIP OF WORK PRODUCTS.

The State will consider negotiating with the Contractor ownership of Developments as defined in the Contract. In the event that negotiations result in Contractor ownership of any Developments, the State shall receive a perpetual, irrevocable license to the Developments, including the right to modify and produce derivative works similar to the provisions in this Section VI. The State shall be permitted to modify or produce derivative works without additional payment to Contractor, unless Contractor performs the work to make such modifications or derivative works.

- 6.1 Original Works.** All Work Products that are created by Consultant pursuant to the Work under this Contract, including derivative works based on Consultant Intellectual Property (defined in Section 6.2), but excluding derivative works based on Third Party Intellectual Property (defined in Section 6.3), shall be the exclusive property of Agency. Agency and Consultant agree that such original works of authorship are "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any reason such original Work Products created pursuant to the Work are not "work made for hire," Consultant hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all such original Work Products created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.

Upon Agency's reasonable request, Consultant shall execute such further documents and instruments as are necessary to fully vest such rights in

Agency. In the event Agency is unable, after reasonable effort, to secure Consultant's signature on any letters patent, copyright applications or documents or instruments necessary to evidence Agency's ownership rights in, or to evidence the transfer to Agency of ownership rights in, such Work Products, for any reason whatsoever, Consultant hereby irrevocably designates and appoints Agency and its duly authorized officers and agents as Consultant's agent and attorney-in-fact, to act for and in its behalf to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright registrations, and other analogous protection thereon with the same legal force and effect as if executed by Consultant. Consultant forever waives any and all rights relating to such original Work Products created pursuant to the Work, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

- 6.2. Consultant Intellectual Property.** In the event that any component of the Work Products was developed by Consultant independently of this Contract ("Consultant Intellectual Property"), or is a derivative work based on Consultant Intellectual Property, Consultant hereby grants to Agency an irrevocable, non-exclusive, perpetual, fully paid up license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Consultant Intellectual Property, and to authorize others to do the same on Agency's behalf.
- 6.3. Third Party Intellectual Property.** In the event that any component of the Work Products is owned by a third party ("Third Party Intellectual Property"), is a derivative work based on Third Party Intellectual Property (whether created independently of this Contract or pursuant to the Work), or is a compilation that includes Third Party Intellectual Property, Consultant shall secure on Agency's behalf and in the name of Agency, an irrevocable, non-exclusive, perpetual, fully paid up license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and any derivative work based on or a compilation that includes Third Party Intellectual Property, and to authorize others to do the same on Agency's behalf.
- 6.4. Application of Oregon Public Records Law.** Contractor acknowledges that any disclosures Contractor makes to Agency under this Article VI are subject to application of the Oregon Public Records Law, including but not limited to ORS 192.410-192.505, the provisions for the Custody and Maintenance of Public Records, ORS 192.005-192.710, and of ORS 646.461 to 646.475. The non-disclosure of documents or of any portion of a document submitted by Contractor to Agency may depend upon official or judicial determinations made pursuant to the foregoing laws. Contractor

will be notified prior to Agency's release of Work Product to Entities other than Participating Agencies or other State Agencies. Contractor shall be exclusively responsible for defending Contractor's position concerning the confidentiality of the requested documents, at its own expense.

VII. CONFIDENTIALITY AND NON-DISCLOSURE.

- 7.1 Confidential Information.** Consultant acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to Agency or Agency's clients. Any and all information of any form obtained by Consultant or its employees or agents in the performance of this Contract shall be deemed to be confidential information of Agency ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Consultant shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Consultant) publicly known or is contained in a publicly available document; (b) is furnished by Agency to others without restrictions similar to those imposed by this Contract; (c) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; or (d) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.
- 7.2 Non-Disclosure.** Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of services to Agency hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist Agency in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Consultant shall advise Agency immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and Consultant will at its expense cooperate with Agency in seeking injunctive or other equitable relief in the name of Agency or Consultant against any such person. Consultant agrees that, except as directed by Agency, Consultant will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Contract or at Agency's request,

Consultant will turn over to Agency all documents, papers, and other matter in Consultant's possession which embody Confidential Information.

- 7.3 Non-Disclosure Agreements; Security Checks.** Consultant agrees to comply with all reasonable requests by State to ensure the confidentiality and nondisclosure of Confidential Information, including without limitation (a) obtaining nondisclosure agreements, in a form approved by State, from each of Contractor's employees and agents who are performing Work under the Contract, and providing copies of such agreements to State, and (b) performing or authorizing criminal background/security checks on each of Contractor's employees and agents who are performing Work under the Contract, and providing a copy of the results to State.
- 7.4 Injunctive Relief.** Consultant acknowledges that breach of this Article VII, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to Agency that is inadequately compensable in damages. Accordingly, Agency may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Agency and are reasonable in scope and content.
- 7.5 Application of Oregon Public Records Law.** Contractor acknowledges that any disclosures Contractor makes to Agency under this Article VII are subject to application of the Oregon Public Records Law, including but not limited to ORS 192.410-192.505, the provisions for the Custody and Maintenance of Public Records, ORS 192.005-192.710, and of ORS 646.461 to 646.475. The non-disclosure of documents or of any portion of a document submitted by Contractor to Agency may depend upon official or judicial determinations made pursuant to the foregoing laws. Contractor will be notified prior to Agency's release of Work Product to Entities other than Participating Agencies or other State Agencies. Contractor shall be exclusively responsible for defending Contractor's position concerning the confidentiality of the requested documents, at its own expense.

VIII. CONSULTANT'S REPRESENTATIONS AND WARRANTIES.

- 8.1 Consultant's General Representations and Warranties.** Consultant represents and warrants to AGENCY that:
- (a) Consultant has the power and authority to enter into and perform this Contract;

- (b) This Contract, when executed and delivered, will be a valid and binding obligation of Consultant enforceable in accordance with its terms;
- (c) Consultant will, at all times during the term of this Contract, be qualified to do business in the State of Oregon, professionally competent and duly licensed to perform the Work;
- (d) The Consultant Data and Tax Certification in the form attached hereto as Exhibit D and the Certification Statement For Independent Contractor in the form attached hereto as Exhibit E, if applicable, are true and accurate as of the Effective Date, and Consultant will notify Agency in writing if any such data or certifications change during the term of this Contract such that the attached Exhibits D or E, if applicable, are no longer true and accurate; and

8.2 Performance Warranties. Consultant warrants to Agency that: (1) Consultant has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession and Consultant will apply that skill and knowledge with care and diligence to ensure that the Work and Work Products provided under this Contract will be performed and delivered in accordance with the professional standards in the Contract for Consultant's personnel and in accordance with industry standards, and (2) following the date of completion of the Work, the Work Product and the Deliverables will conform to the Statement of Work. Consultant specifically warrants that as to any Deliverable hereunder such Deliverable shall (a) be free from material errors caused by Consultant's failure to fulfill its obligations under this Contract, and (b) materially conform to all requirements and specifications contained in the Statement of Work.

8.2.1 Statewide IT Policies and Project Management Standards. Unless otherwise approved in writing by the Project Monitor, Consultant shall comply with the (a) requirements set forth in current DAS Oregon Statewide IT Policies, as those policies are amended from time to time, and (b) standards established by the Project Management Institute's (PMI) Standard as described in the Project Management Body of Knowledge (PMBOK), the Software Engineering Institute and the Control Objective for Information and related Technology (COBIT(R)) objectives).

8.3 Warranties Cumulative. Consultant's warranties provided in this Article VIII are in addition to and not in lieu of any other warranties provided in this Contract, including any in the Proposal. All warranties provided for in this Contract shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to AGENCY.

IX. LIMITATION OF LIABILITY.

9.1 EXCEPT FOR LOSS OR LIABILITY ARISING UNDER (a) THE GENERAL INDEMNITY PROVISIONS OF SECTION 10.1 OR (b) THE INTELLECTUAL PROPERTY INDEMNITY PROVISIONS OF SECTION 10.2, NEITHER PARTY SHALL BE LIABLE FOR (i) ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES HEREUNDER OR (ii) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN ACCORDANCE WITH ITS TERMS.

9.2 EXCEPT FOR LIABILITY RELATED TO (a) CONSULTANT'S LIABILITY ARISING OUT OF SECTIONS 10.1, 10.2, OR (b) LIABILITY FOR PERSONAL INJURY, INCLUDING DEATH, OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY, CONSULTANT'S LIABILITY TO AGENCY SHALL NOT EXCEED TWO TIMES THE MAXIMUM NOT TO EXCEED COMPENSATION SET FORTH IN SECTION 5.1.

X. INDEMNITIES.

10.1 General Indemnity. Consultant shall defend, save, hold harmless, and indemnify the State of Oregon and its agencies, subdivisions, officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses for economic harm, patent infringement, personal injury, including death, damage to real property and damage to tangible personal property resulting from, arising out of, or relating to the intentional misconduct, or reckless or negligent acts or omissions of Consultant or its officers, employees, subcontractors, or agents under this Contract; provided, that Agency shall provide Consultant with prompt written notice of any such claim, suit, action or proceeding and reasonable assistance, at Consultant's expense, in the defense thereof.

The State will consider negotiating with Contractor a proper definition and scope for "economic harm" in relationship to the final Statement of Work.

Consultant shall have control of the defense and settlement thereof, but neither Consultant nor any attorney engaged by Consultant shall defend the claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Consultant is prohibited from defending the State of Oregon, is not adequately defending its interests, or that an important

governmental principle is at issue and the State of Oregon desires to assume its own defense.

10.2 Intellectual Property Indemnity. Without limiting the generality of Section 10.1, Consultant expressly agrees to defend, indemnify, and hold the State of Oregon and its agencies, subdivisions, officers, directors, agents, and employees harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses, and damages arising from or in connection with any claims that the Work Products or Deliverables or use thereof infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right (collectively, “Intellectual Property Rights”) of any third party; provided, that Agency shall provide Consultant with prompt written notice of any infringement claim.

The State will consider negotiating with the Contractor for a proper definition and scope for the term, “other proprietary right,” in relationship to the final Statement of Work.

Consultant shall have control of the defense and settlement of the claim, but neither Consultant nor any attorney engaged by Consultant shall defend the claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may assume its own defense and settlement in the event that the State of Oregon determines that Consultant is prohibited from defending the State of Oregon or is not adequately defending its interest or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense. If Consultant, in its sole discretion, believes at any time that the Work Products or Deliverables infringe a third party’s Intellectual Property Rights, Consultant may, at its own expense and option and upon receipt of Agency’s prior written consent, replace an infringing item with a non-infringing item that meets or exceeds the performance and functionality of the replaced item. If Consultant is unable to replace an infringing item or modify it to make it non-infringing, and as a result, Agency determines, in its sole discretion, that the remaining non-infringing items of the Work Products and Deliverables do not conform to the Statement of Work, Consultant shall be liable to Agency for any damages resulting therefrom in accordance with the terms of this Contract and applicable law.

Consultant shall not be liable under this section for any claim for infringement based solely on the following:

(a) State's modification of the Deliverables other than as set forth in this Contract, the Deliverables' specifications, or without the written permission of Consultant; or

(b) State's use of the Deliverables in a manner other than as provided for in this Contract, the Deliverables' specifications, or as authorized in writing by Consultant.

(c) The State will consider negotiating with the Contractor regarding the addition of exclusions for (i) Contractor's compliance with any designs, specifications or instructions provided by Agency and (ii) misuse of the Deliverables in combination, operation or use of with other products.

XI. INSURANCE.

- 11.1 Workers' Compensation Insurance.** All employers, including Consultant, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Consultant shall ensure that each of its subcontractors complies with these requirements.
- 11.2 Professional Liability Insurance.** Consultant shall maintain during the term of this Contract Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000, for each claim, incident or occurrence This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract.
- 11.3 General Liability Insurance.** Consultant shall maintain during the term of this Contract General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000, for each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the State of Oregon, Department of Administrative Services and their divisions, officers and employees are Additional Insureds but only with respect to the Consultant's services to be provided under this Contract.
- 11.4 Automobile Liability Insurance.** Consultant shall maintain during the term of this Contract automobile liability insurance with a combined single limit, or the equivalent, of not less than the amount required under the Oregon Financial Responsibility Law (ORS 806.060) for each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.

11.5 Notice of Cancellation or Change. Consultant shall not cancel, cause a material change in, reduce its limits for or omit or intend not to renew the insurance coverage required under this Contract without thirty (30) calendar days' prior written notice from Consultant or its insurers to Agency.

11.6 Certificates of Insurance. As evidence of the insurance coverage required under this Contract, Consultant shall furnish acceptable insurance certificates to Agency before commencing the Work and annually thereafter. The certificates shall specify all of the parties who are additional Insureds and shall indicate all deductible amounts or retentions for all self insurance. Insuring companies or entities shall be subject to Agency acceptance. If requested, complete copies of insurance policies shall be provided to Agency. Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and self-insurance.

XII. Events of Default.

12.1 Default by Consultant. Consultant shall be in default under this Contract if:

12.1.1 Consultant institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

12.1.2 Consultant no longer holds a license or certificate that is required for Consultant to perform the Work and Consultant has not obtained such license or certificate within ten (10) business days after delivery of Agency's notice or such longer period as Agency may specify in such notice; or

12.1.3 Consultant commits any material breach or default of any covenant, warranty, obligation or certification under this Contract, fails to perform the Work in conformance with the specifications and warranties provided herein, or so fails to pursue the Work as to endanger Consultant's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within ten (10) business days after delivery of Agency's notice or such longer period as Agency may specify in such notice.

12.2 Default by Agency. Agency shall be in default under this Contract if:

12.2.1 Agency fails to pay Consultant any amount pursuant to the terms of this Contract, and Agency fails to cure such failure within ten (10) business days after delivery of Consultant's notice or such longer period as Consultant may specify in such notice; or

12.2.2 Agency commits any material breach or default of any covenant, warranty, or obligation under this Contract, fails to perform its commitments hereunder within the time specified or any extension thereof, and Agency fails to cure such failure within ten (10) business days after delivery of Consultant's notice or such longer period as Consultant may specify in such notice.

XIII. Remedies.

13.1 Agency's Remedies. In the event Consultant is in default under Section 12.1, AGENCY may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

- (1) termination of this Contract under Section 14.2;
- (2) withholding all monies due for Work that Consultant is obligated but has failed to perform within thirty (30) days after Agency has notified Consultant of the nature of Consultant's default;
- (3) initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief;
- (4) exercise of its right of setoff.

These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If it is determined for any reason that Consultant was not in default under Sections 12.1, the rights and obligations of the parties shall be the same as if this Contract was terminated pursuant to Section 14.1.

13.2 Consultant's Remedies. In the event Agency terminates the Contract for convenience under Section 14.1, or in the event Agency is in default under Section 12.2 and whether or not Consultant elects to exercise its right to terminate the Contract under Section 14.3, Consultant's sole monetary remedy shall be a claim for the unpaid invoices, hours worked but not yet billed, authorized expenses incurred and interest, less previous amounts paid and any claims which Agency has against Consultant. If previous amounts paid to Consultant exceed the amount due to Consultant under this Section 13.2, Consultant shall pay any excess to Agency upon written demand.

XIV. Termination.

- 14.1 Agency's Right to Terminate for Convenience.** Agency may, at its sole discretion, terminate this Contract, in whole or in part, upon thirty (30) days' prior written notice to Consultant.
- 14.2 Agency's Right to Terminate for Cause.** In addition to any other rights and remedies Agency may have under this Contract, Agency may terminate this Contract, in whole or in part, immediately upon written notice to Consultant, or at such later date as Agency may establish in such notice, or upon expiration of the time period and with such notice as provided in Section 14.2.4 and 14.2.5 below, upon the occurrence of any of the following events:
- 14.2.1 Agency fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for Consultant's services;
- 14.2.2 Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the performance of the Work under this Contract is prohibited or Agency is prohibited from paying for such Work from the planned funding source;
- 14.2.3 Consultant is in default under Section 12.1.1 because Consultant institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- 14.2.4 Consultant is in default under Section 12.1.2 because Consultant no longer holds a license or certificate that is required for it to perform the Work and Consultant has not obtained such license or certificate within ten (10) business days after delivery of Agency's notice or such longer period as Agency may specify in such notice; or
- 14.2.5 Consultant is in default under Section 12.1.3 because Consultant commits any material breach or default of any covenant, warranty, obligation or certification under this Contract, fails to perform the Work in conformance with the requirements and warranties provided herein, or so fails to pursue the Work as to endanger Consultant's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within ten (10) business days after delivery of Agency's notice or such longer period as Agency may specify in such notice.

14.3 Consultant's Right to Terminate for Cause. Consultant may terminate this Contract with such written notice to Agency as provided in Sections 14.3.1 and 14.3.2, or at such later date as Consultant may specify in such notice, upon the occurrence of the following events:

14.3.1 Agency is in default under Section 12.2.1 because Agency fails to pay Consultant any amount pursuant to the terms of this Contract, and Agency fails to cure such failure within ten (10) business days after delivery of Consultant's notice or such longer period as Consultant may specify in such notice; or

14.3.2 Agency is in default under Section 12.2.2 because Agency commits any material breach or default of any covenant, warranty, or obligation under this Contract, fails to perform its commitments hereunder within the time specified or any extension thereof, and Agency fails to cure such failure within ten (10) business days after delivery of Consultant's notice or such longer period as Consultant may specify in such notice.

14.4 Return of Property. Upon termination of this Contract for any reason whatsoever, Agency is immediately entitled to receive all its property (including without limitation Confidential Information or any Work Product or Deliverables for which Agency has made payment in whole or in part) that is in the possession or under the control of Consultant in whatever stage of development and form of recordation such Agency property is expressed or embodied at that time.

XV. INDEPENDENT CONTRACTOR; TAXES AND WITHHOLDING.

15.1 Perform All Work. Consultant shall perform all Work as an independent contractor. Although Agency reserves the right (a) to determine (and modify) the delivery schedule for the Work and (b) to evaluate the quality of the completed performance, Agency cannot and will not control the means or manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the Work.

15.2 Declaration and Certification. If Consultant is currently performing work for the State of Oregon or the federal government, Consultant by execution of this Contract declares and certifies that Consultant's Work creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no rules or regulations of Consultant's employing agency (state or federal) would prohibit Consultant's Work under this Contract. Consultant also declares and certifies by execution of this Contract that it is not an "officer," "employee," or "agent" of Agency, as those terms are used in ORS 30.265.

15.3 Responsible for Taxes. Consultant shall be responsible for all federal and state taxes applicable to compensation and other payments paid to Consultant under this Contract and, unless Consultant is subject to backup withholding, AGENCY will not withhold from such compensation and payments any amount to cover Consultant's federal or state tax obligations. Consultant is not eligible for any social security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Consultant under this Contract, except as a self-employed individual.

XVI. COMPLIANCE WITH APPLICABLE LAW.

Consultant shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Title s VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vi) The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (vii) Title II, Subtitle F, of The Health Insurance Portability and Accountability Act of 1996; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. Agency's performance under the Contract is conditioned upon Consultant's compliance with the provisions of ORS 279.312, 279.314, 279.316 and 279.320 which are incorporated by reference herein.

XVII. DISPUTE RESOLUTION.

17.1 Litigation. Any claim, action, suit, or proceeding (collectively, "Claim") between Agency (or any other agency or department of the State of Oregon) and Consultant that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONSULTANT BY

EXECUTION OF THIS CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION 17.1.

- 17.2 Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

XVIII. MISCELLANEOUS PROVISIONS.

- 18.1 Order of Precedence.** This Contract consists of the following documents that are listed in descending order of precedence: (a) the terms and conditions stated herein; (b) the Statement of Work, Exhibit A; (c) the RFP, Exhibit B; (d) the Proposal, Exhibit C; and (e) Exhibits D, E, F, G. All applicable Exhibits are by this reference in this Section 18.1 incorporated in the Contract.
- 18.2 Recycling.** As required by ORS 279.555, in the performance of this Contract, Consultant shall use, to the maximum extent economically feasible, recycled products.
- 18.3 Subcontracts and Assignment.** Consultant shall not enter into any subcontracts for any of the Work required by this Contract or assign or transfer any of its interest in this Contract without Agency's prior written consent. Any proposed use of a subcontractor which is located outside the United States or use of subcontract labor or facilities located outside the United States must be called to the specific attention of Agency. Agency's consent to any subcontract shall not relieve Consultant of any of its duties or obligations under this Contract.
- 18.4 Successors and Assigns.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, if any.
- 18.5 No Third-Party Beneficiaries.** Agency and Consultant are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 18.6 Funds Available and Authorized.** Consultant shall not be compensated for Work performed under this Contract by any other agency or department of the State of Oregon. Agency believes it has sufficient funds currently available and authorized for expenditure to finance the costs of

this Contract within Agency's biennial appropriation or limitation. Consultant understands and agrees that Agency's payment of amounts under this Contract attributable to Work performed after the last day of the current biennium is contingent on Agency receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

- 18.7 Records Maintenance; Access.** Consultant shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Consultant shall maintain any other records pertinent to this Contract in such a manner as to clearly document Consultant's performance. Consultant acknowledges and agrees that Agency, the Oregon Secretary of State and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of Consultant that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Consultant shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.
- 18.8 Foreign Contractor.** If Consultant is not domiciled in or registered to do business in the State of Oregon, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by those agencies relative to this Contract. Consultant shall demonstrate its legal capacity to perform the Work under this Contract in the State of Oregon before entering into this Contract.
- 18.9 Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations and declarations set forth in Articles V, VI, VII, VIII, IX, X, XI, XVII, Sections 14.4, 18.7, 18.9 and 18.21.
- 18.10 Time Is of the Essence.** Consultant agrees that time is of the essence under this Contract.
- 18.11 Force Majeure.** Neither Agency nor Consultant shall be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control, including without limitation acts of God, acts of civil or military authority, fires, floods, earthquakes or

other natural disasters, war, riots or strikes. Consultant shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

18.12 Notices. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery of, facsimile transmission of, or mailing the same, postage prepaid, to Consultant or Agency at the address or number set forth on the signature page of this Contract or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 18.12. Any communication or notice so addressed and mailed shall be deemed to be given five (5) calendar days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when the transmitting machine generates receipt of the transmission. To be effective against Agency, such facsimile transmission must be confirmed by telephone notice to the Agency Authorized Representative. Any communication or notice by personal delivery shall be deemed to be given when actually received by the appropriate Authorized Representative.

18.13 Severability. The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held to be invalid.

18.14 Counterparts. This Contract may be executed in several counterparts, all of which when taken together shall constitute one contract binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute an original.

18.15 Amendments. This Contract may be amended, modified, or supplemented only by a written amendment signed by Agency and Consultant that has been approved by DAS and DOJ, if required by applicable law. Amendments may include without limitation, changes in the Statement of Work, extensions of time and consideration changes for the Contractor. Any amendment that provides for additional services may only provide for services directly related to the scope of services described in the RFP, and no amendment shall be effective until all requisite signatures and approvals are obtained.

18.16 Disclosure of Social Security Number. Consultant must provide Consultant's Social Security number unless Consultant provides a federal

tax identification number. This number is requested pursuant to ORS 305.385, OAR 125-020-0410(3), and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal, and local tax laws.

- 18.17 Waiver.** The failure of Agency to enforce any provision of this Contract or the waiver of any violation or nonperformance of this Contract in one instance shall not constitute a waiver by Agency of that or any other provision nor shall it be deemed to be a waiver of any subsequent violation or nonperformance. No waiver, consent, modification, or change of terms of this Contract shall bind either party unless in writing and signed by both parties and all necessary State of Oregon approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.
- 18.18 Headings.** The headings in this Contract are included only for convenience and shall not control or affect the meaning or construction of this Contract.
- 18.19 Integration.** This Contract and attached Exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Contract.
- 18.20 No Partnership.** This Contract is not intended, and shall not be construed, to create a partnership or joint venture between AGENCY and Consultant. Nothing in this Contract shall be construed to make Agency and Consultant partners or joint venture participants.
- 18.21 Publicity.** Consultant agrees that it will not disclose the form, content or existence of this Contract or the Work Product or any Deliverable in any advertising, press releases or other materials distributed to prospective customers, or otherwise attempt to obtain publicity from its association with Agency or the State of Oregon, whether or not such disclosure, publicity or association implies an endorsement by Agency or the State of Oregon of Consultant's services, without the prior written consent of Agency.
- 18.22 Most Favored Customer.** Consultant agrees to treat Agency as its most favored customer for like consulting engagements, i.e., projects of similar size and scope to this Project. Consultant represents that all of the provisions of this Contract are comparable to or better than the equivalent provisions being offered by Consultant to any of its other customers in like consulting engagements. If Consultant offers more favorable provisions to any customer in a like consulting engagement during the term of this

contract, Consultant shall notify Agency of such provisions and make them applicable to this Contract as of the date the more favorable provision became effective as to any other customer of Consultant in a like consulting engagement.

18.23 Policies. Consultant employees and permitted subcontractors shall observe Agency's working hours, working rules, and policies while working on Agency's premises.

18.24 Acknowledgment. CONSULTANT, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONSULTANT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONSULTANT: YOU WILL NOT BE PAID FOR SERVICES RENDERED BEFORE NECESSARY APPROVALS HAVE BEEN OBTAINED.

(CONSULTANT)

By: _____

Title: _____

Date: _____

Address and FAX for Notices:

**STATE OF OREGON
ACTING BY AND THROUGH ITS
DEPARTMENT OF
ADMINISTRATIVE SERVICES,
OFFICE OF BUSINESS
ADMINISTRATION**

By: _____

Title: _____

Date: _____

Address and FAX for Notices:

955 Center Street, Room 470
Salem, OR 97301-2556

**DEPARTMENT OF
ADMINISTRATIVE SERVICES,
INFORMATION RESOURCES
MANAGEMENT DIVISION**

By: _____

Title: _____

Date: _____

**APPROVED BY THE
DEPARTMENT
OF ADMINISTRATIVE SERVICES,
STATE PROCUREMENT OFFICE:**

By: _____

DAS Contracts Officer

Date: _____

By: _____

Chief Purchasing Officer

Date: _____

**APPROVED AS TO LEGAL
SUFFICIENCY BY THE OREGON
DEPARTMENT OF JUSTICE**

By: _____

Assistant Attorney General

Date: _____

EXHIBIT A

STATEMENT OF WORK

I. STATE-GENERATED DOCUMENTS:

Agency will deliver the following State-generated documents (“SGD”) to Contractor prior to the commencement of the Contractor Tasks to which the SGDs relate. The affected Tasks are reflected in a parenthetical at the end of each listed SGD. At Agency’s sole discretion, SGDs will be delivered to Contractor via written hard copy or electronic means.

- SGD 1: All documents listed under Task 1A
- SGD 2: Final List of Participating Agencies (Task 1B)
- SGD 3: Oregon State Characteristics Report (Task 6E)
- SGD 4: Update Report on IT Architecture Initiatives (Task 6F)

The State provides these SGDs for Project background information, only. The information reflected in the SGDs may facilitate a Proposer’s high level understanding of the overall Project; however, the State does not warrant the accuracy or usefulness of such information for the purposes of Project Work.

II. CONTRACTOR’S TASKS AND DELIVERABLES:

Contractor shall perform the following required Tasks and shall submit their related Deliverables in each of the Phases identified below. Moreover, Contractor shall perform optional Tasks and shall timely submit their related Deliverables as directed by Agency. The Agency reserves the right to determine, in the exercise of Agency's sole discretion, Contractor's performance of optional Tasks and its submission of their related Deliverables.

PHASE I: PLANNING

PHASE I-1: PLANNING AND RESEARCH

Task 1: Familiarization with Project documentation and creation of a Project Work Plan, Schedule, Reports and Closeout Documents.

Task 1A: Familiarization with Project documentation.

Immediately upon Contract execution, the Contractor shall begin the process of familiarization with Project documentation and planning for the performance of Project Work. At a minimum, the Contractor shall review and understand the following:

- Enterprise Information Resources Management Strategy V1.0 (August 2002): http://irmd.das.state.or.us/prog_proj/itec/eirms/index.htm
- ORS 184.305: <http://www.leg.state.or.us/ors/184.html>
- ORS 184.470 – 184.477: <http://www.leg.state.or.us/ors/184.html>
- ORS 283.140: <http://www.leg.state.or.us/ors/283.html>
- ORS 283.500 – 283.524: <http://www.leg.state.or.us/ors/283.html>
- ORS 291.038: <http://www.leg.state.or.us/ors/291.html>
- Goals and Objectives for IT Operations in Oregon State Government
- Physical Network Architecture and Standards (Complete)
- Asset Management Architecture and Standards (In Process)
- IT Security Architecture and Standards (Complete)

Task 1B: Project Schedule, Project Work Plan and Checklists

Within _____ calendar days of Contract execution prepare and submit to Project Monitor an initial Project Schedule, in both Work Breakdown Structure (WBS) and GANTT Chart formats, and a written Project Work Plan in narrative form.

Within _____ calendar days of Contract execution submit to Project Monitor any instructions/checklists regarding Contractor’s preparations for on-site Work.

Deliverable 1B-1: Project Schedule

The Project Schedule shall at a minimum:

- Identify the steps and associated timelines necessary to complete each Task and Deliverable within the Contractor’s Statement of Work and Contract;
- Contain milestones to be met;
- Identify Contractor resources to be assigned (e.g., number of personnel, skill sets, etc.);
- Identify State staff resource assignment needs (e.g., number of Agency and Participating Agency personnel, skill sets, etc.).

Deliverable 1B-2: Project Work Plan

The Project Work Plan shall include at a minimum, the following:

- Plan for change control management;
- Plan for issues tracking/management;
- Status report format;
- Format for all Deliverables;
- Process and procedures for Acceptance of all Deliverables;
- Communications Plan;
- Risk Management Plan; and

- Process and procedures for closing out the Project.

Contractor shall prepare Project Status Reports and maintain and update the Project Work Plan and Project Schedule on at least a biweekly basis to accurately reflect progress made, and shall update them more frequently as requested by the Project Monitor. Project Status Reports shall include without limitation:

- Accomplishments and Deliverables produced during the reporting period;
- Activities scheduled for the next reporting period;
- Project Risks, risk indicators, risk triggers, and mitigation strategies;
- Issues and resolution recommendations; and
- Progress against, or changes in, schedule, budget, and requirements compliance shortfalls.

Deliverable 1B-3: Instructions/checklists to prepare for on-site Work, e.g., work space requirements, training room requirements, etc.

Task 2: Conduct IT Research. Define common key terms, conduct internal and external research based on specified information needs and produce a final research summary document.

Task 2A: Define and come to common agreement with Agency on core IT Definitions (e.g., what is meant by “IT asset”, “central computing”, “data center”, “computer room”, “mainframe”, “midrange”, “server”, “network”, etc).

Deliverable 2A: IT Definitions Report.

Task 2B: Define research needs regarding Computing and Networking Infrastructure Consolidation in Oregon State Government (“Oregon Information Elements Requirements”).

Deliverable 2B: Definition of Oregon Information Elements Requirements Document.

Task 2C: Consolidate all research findings from Tasks 2A and 2B into a summary document to be used for subsequent analysis activities.

Deliverable 2C: Final Research Summary Document.

Task 3: Prepare for Inventory. Define the Inventory process and tools to be used, and define the required information to be collected as part of the Inventory process.

Task 3A: Define and document the information needed to compile a comprehensive and accurate Inventory (e.g., information about hardware/software assets, networks, applications, staff/staff skills, cost information, operational metrics, etc.). This shall be based on the research collected, analysis findings, and Contractor’s expert opinion.

Deliverable 3A: Inventory Information Elements Definition Document

Task 3B: Determine and recommend the Inventory methodology and/or tools to be used in compiling and maintaining the Inventory for all Participating Agencies (e.g., Inventory process, form, survey questionnaire, vendor product, etc.).

Deliverable 3B: Process and Inventory Tool Recommendation.

Task 3C: Define skill sets & resources needed to perform the Participating Agency Inventories (e.g., Inventory facilitator, Agency Inventory person, Agency person(s) responsible for validating the Inventory, Inventory analyzer, etc.).

Deliverable 3C: Inventory Resource Needs Definition.

PHASE I-2: INVENTORY

Task 4: Conduct an Inventory of Oregon's Participating Agencies' Computing and Networking Infrastructure operations. Conduct and validate the Inventory, and collate all Inventory information for use in the Phase I-3 Computing and Networking Infrastructure Consolidation Alternatives analysis. Agency reserves the right, to be exercised in its sole discretion, to select one of the following options for Contractor to use in conducting and validating the required Inventory:

Option 1: Contractor completes the Task with Contractor Resources, ONLY.

Option 2: Contractor trains and mentors State Project Staff to assist in Contractor's completion of Task 4.

Regardless of which option Agency selects, the required Inventory shall be conducted in two levels as follows:

- **Required - Level 1:** mainframes, mid-range, servers (both logical and physical, including Web), peripherals (including without limitation, DASD, tape silos, high speed printers, UPS/generators and attached storage), the primary applications associated with each of the foregoing (summary-level information), telecommunications and network devices (including without limitation: PBX, hubs, routers, switches, gateways, and bridges), data/video circuits, and facilities including the associated staff, cost information and operational metrics.
- **Optional - Level 2:** applications (full inventory), network-attached client devices (including without limitation: desktops and portables) and peripherals (including without limitation: printers, plotters, scanners, network faxes and CD ROM (jukebox)), including the associated staff, cost information and operational metrics. Agency reserves the right, to be exercised in its sole discretion, to require Contractor to perform this optional Level 2 Inventory.

NOTE: Agency provides the following matrix for further clarification and for use in Cost Proposals:

	Option 1 (Contractor Only)	Option 2 (State Staff assists Contractor)
Required Level 1 Inventory		
Optional Level 2 Inventory		

Optional Task 4A for State Project Staff-assisted Inventory (Option 2): Create and deliver an Inventory training curriculum and plan for State Project Staff. This plan shall relate how State Project Staff will receive any training needed to successfully assist Contractor in conducting the Inventories (e.g., training on the use of a Web-based inventory collection tool; training on inventory/analysis methodologies, etc.)

Optional Deliverable 4A: State Project Staff Inventory Training Plan.

Optional Task 4B for State Project Staff-assisted Inventory (Option 2): Deliver Inventory Training as outlined in the Inventory Training Plan.

Optional Deliverable 4B: State Project Staff Inventory Training.

Task 4C: Create an Inventory validation process, and conduct and validate Participating Agencies' Inventories. Contractor shall first create an Inventory validation process through which Participating Agency staff will have an opportunity to review and accept as complete and accurate the results of their respective Participating Agencies' Inventories. Contractor shall then conduct the required Participating Agencies' Inventories and their validation in accordance with the State-selected Inventory option(s) and the Accepted Inventory validation process.

Deliverable 4C-1: Inventory Validation Process.

Deliverable 4C-2: Conduct and validate Participating Agencies' Inventories.

Task 4D: Collate/enter all Participating Agencies' Inventory and validation data into the Agency-approved database, spreadsheet, matrix or tool (see Deliverable 3B), and deliver to Agency a detailed Inventory report in electronic form.

Deliverable 4D: Detailed Inventory Report.

Task 4E: Provide high-level recommendations regarding how the State can best utilize, maintain and manage the collected Inventory information over time.

Deliverable 4E: High-Level Inventory Information Management Recommendations.

TASK 4 NOTE: Enterprise-wide auto discovery capabilities and/or an enterprise asset repository do not exist at this time. Prospective Proposers are expected to identify and describe the tools and techniques they firm plan to utilize in

completing the Inventory. If the State's purchase of recommended Inventory tool(s) (i.e., licenses) is required in order for a Proposer to complete the Inventory-related tasks, then the Proposer should define/describe what is required and build in the cost of the Inventory tool licenses into the required not-to-exceed pricing portion of its Cost Proposal.

PHASE I-3: ANALYSIS OF CNCA

Task 5: Assess and Review Oregon's "Current IT Model." Based on the required Level 1 Inventory information collected and validated in Task 4, and additional questionnaire responses collected as part of Task 4 Work, Contractor shall assess, review, and create a document that describes Oregon's IT architecture, governance, organization and environment (i.e., the current Computing and Networking Infrastructure environment, including without limitation technical, staffing, and cost data), collectively called the "Current IT Model."

Task 5A: Information Technology Architecture.

Create an Information Technology Architecture Section for the Current IT Model Document that summarizes at a minimum: 1) the information processing environment, including processor platforms, on-line storage requirements, terminals/workstations, and other peripheral devices; 2) the networking environment, including communications and network devices and transport requirements; 3) hardware and software resource allocation by service types, e.g., email services, and user group; 4) operating system software; 5) systems management tools and 6) the physical environment of Participating Agencies' facilities including square footage, communications/network connectivity, power distribution, UPS and backup power, and HVAC requirements.

Task 5B: Information Technology Governance, Organization and Environment.

Create Information Technology Governance, Organization and Environment Sections for the Current IT Model Document that "address" the Sub-Tasks 5B-1 through 5B-8, below. (**NOTE:** For the purposes of Task 5B and each of its Sub-Tasks, the words "address" or "addresses" mean (i) documenting the existence of Participating Agencies' formal models, policies, plans, projects, agreements, requirements, etc., as appropriate to the Sub-Task; (ii) summarizing them and (iii) identifying their location.)

Sub-Task 5B-1: An IT Governance Section that addresses the current Enterprise and Participating Agencies' IT governance model(s).

Sub-Task 5B-2: A Performance Goals and Objectives Section that addresses the performance goals and objectives of the Participating Agencies' Computing and Networking Infrastructure operations.

Sub-Task 5B-3: A Service Level Requirements Section that addresses the Participating Agencies' service level requirements and their current formal service level agreements.

Sub-Task 5B-4: A Policies Section that addresses the current policies of Participating Agencies' relating to: 1) customer support and problem resolution; 2) capacity management, including capacity planning, service level management, and performance management; 3) configuration and change management; 4) IT security management; 5) production scheduling and production problem resolution; 6) tape management; 7) direct access storage device (DASD) management; and for the network: 8) Service Order management; 9) Repair Administration; 10) Network Administration; 11) Warranty Administration; 12) Alarm Monitoring; and 13) Inventory Management.

Sub-Task 5B-5: A Disaster Recovery and Business Continuity Section that addresses the Participating Agencies' current disaster recovery and business continuity plans.

Sub-Task 5B-6: A System Utilization, Funding and Billing Section that addresses the Participating Agencies' funding sources that support their IT operations, and the Participating Agencies' current processes for (1) tracking system usage, (2) monitoring operational costs, (3) establishing service rates, and (4) billing users.

Sub-Task 5B-7: An Infrastructure Improvement/Optimization Section that addresses the Participating Agencies' recent, current or planned projects to improve/optimize their Computing and Networking Infrastructure operations.

Sub-Task 5B-8: A Skills Inventory Section that addresses the Participating Agencies' current IT personnel skills inventory.

Deliverable 5: Current IT Model Document.

Task 6: Perform Computing and Networking Infrastructure Consolidation Alternatives analysis and Formulate Recommendation incorporating the salient business and technical perspectives. The Consolidation Alternatives to be considered are: a single network AND the following data center Consolidation alternatives: three (3) data centers; two (2) data centers; and a single (1) data center.

Task 6A: Analyze the research, Inventory and Current IT Model Document information to fully describe, define and document the Computing and Networking Infrastructure Consolidation Alternatives ("CNCA") (i.e., single network and one (1), two (2) or three (3) data centers) to be analyzed and evaluated.

Deliverable 6A: CNCAs Described, Defined, and Documented.

Task 6B: Define the high-level implementation considerations for each CNCA .

Deliverable 6B: CNCA Implementation Considerations Report.

This report must include, but not be limited to:

- Implications related to technology platforms, implementation, systems management, security, disaster recovery, and wide-area network design;
- Implications related to training, staffing and budgets;
- Recommended design, development and implementation approach; and
- Barriers posed by Oregon Revised Statutes, Oregon Administrative Rules, IT governance structures and funding sources

Task 6C: Determine the decision criteria needed to compare all CNCA. Decision criteria shall include the following elements at a minimum: risk, cost, benefits, return on investment (ROI) of 24 to 36 months, comparison to industry benchmarks, disaster recovery, and security. The Contractor shall also define the CNCA decision-making process and tools. Using the decision criteria, Contractor shall develop a matrix so that each CNCA is judged against the same decision criteria in the matrix. (e.g., once populated, the matrix would illustrate how each alternative is rated against each of the decision criteria).

Deliverable 6C-1: Decision Criteria.

Deliverable 6C-2: Decision making process, matrix, and evaluation methods/tools.

Task 6D: Populate the matrix with data for each CNCA. Perform and validate an analysis of the alternatives against the Accepted CNCA decision criteria.

Deliverable 6D: Validated Decision Matrix and CNCA Analysis.

Task 6E: Evaluate the CNCA against the barriers and implementation considerations previously identified in the State-generated “Oregon State Characteristics Report” to help finalize the selection of the best alternative, and complete the CNCA process. These barriers and implementation considerations include without limitation the policy, funding, and legislative opportunities, barriers and constraints relating to IT operations in State Government.

Deliverable 6E: Barriers and Implementation Considerations Analysis.

Task 6F: Review the State-generated document, “Update Report on IT Architecture Initiatives,” to determine how other Oregon IT architecture projects or initiatives, either planned or underway, might impact the decision, the CNCA recommended for Agency’s selection, and/or the specific CNCA implementation option(s).

Deliverable 6F: Other IT Infrastructure Decision Impacts Review.

Task 6G: Conduct the CNCA decision making process for each of the CNCA's.

Deliverable 6G: CNCA Decision Document.

Task 6H: GAP Analysis. Perform a GAP analysis between Current IT Model (i.e., Oregon's IT architecture, governance, organization and the current Computing and Networking Infrastructure environment, including without limitation technical, staffing, and cost data), and each CNCA based on the Deliverable 6G: CNCA Decision Document. The GAP analysis will be used to complete the implementation strategy and business case for each CNCA.

Deliverable 6H: GAP Analysis Document.

PHASE I-4: CNCA IMPLEMENTATION STRATEGY AND BUSINESS CASE

Task 6I: Develop an Implementation Strategy and Business Case for each CNCA. The implementation strategy for each CNCA shall describe, without limitation: 1) a high-level Computing and Networking Infrastructure Consolidation architecture that reflects the best approach to Consolidation; 2) the receiving and closing Computing and Networking operation centers and workload realignment as well as the communications and networking architecture; 3) relevant information from Deliverables 6B, 6D, 6E, 6F, 6G, and 6H above; 4) the high-level implementation approach that identifies major Consolidation tasks and presents a schedule, milestones, and resources required to successfully complete the Consolidation*; and 5) a business case that identifies the "Current IT Model" operating costs, and forecasts costs offset by the forecasted savings associated with the Consolidation process (i.e., the net cost of Consolidation and ROI over a 24 to 36 month period of time).

*Note that major Consolidation tasks include, without limitation, the development of the Computing and Networking Infrastructure Consolidation Implementation Plan, and supporting documents and plans, and implementation activities such as: preparing receiving sites; transitioning workload from closing to receiving sites; performing necessary environmental upgrades or modifications at receiving sites; and conducting acquisition activities.

The implementation strategy document shall include a section that compares the advantages and disadvantages of each CNCA.

The implementation strategy for each CNCA shall also identify any Computing and Networking Infrastructure operations that, for non-economic, mission-related reasons, cannot or should not be included in the Consolidation plan.

At the completion of this Work, Contractor shall select one CNCA Implementation Strategy and Business Case as its recommended approach.

Deliverable 6I-1: CNCA Implementation Strategy Documents.

Deliverable 6I-2: CNCA Implementation Strategy Recommendation.

Task 6J: Prepare and present CNCA Implementation Strategy Documents and Recommendation to the Computing and Networking Infrastructure Consolidation Project Steering Committee, the Chief Information Officer Council (CIOC) and the Information Resource Management Council (IRMC).

Deliverable 6J-1: Project Steering Committee Presentation for CNCA Implementation Strategy Documents and Recommendation.

Deliverable 6J-2: CIOC Presentation for CNCA Implementation Strategy Documents and Recommendation.

Deliverable 6J-3: IRMC Presentation for CNCA Implementation Strategy Documents and Recommendation.

PHASE I-5: DETAILED IMPLEMENTATION PLAN AND VALIDATED BUSINESS CASE FOR THE STATE-SELECTED CNCA

Optional Task 7: Develop an implementation plan for the State-selected CNCA (i.e., Future IT Model). The implementation plan must be developed based on a 24 to 36 month payback and will provide the basis for the Optional Phase II Contract amendment for implementation of the State-selected CNCA. The implementation plan shall include without limitation the following elements:

Future IT Model. For the selected CNCA (i.e. Future IT model) the Contractor shall describe, without limitation: 1) the proposed information processing environment, including processor platforms, on-line storage requirements, terminals/workstations, and other peripheral devices; 2) the proposed networking environment, including communications and network devices and transport requirements 3) proposed hardware and software resource allocation by service types, e.g., email services, and user group; 4) proposed operating system software; 5) proposed systems management tools and processes to enable consolidation; and 6) the proposed physical layout of facilities including square footage, communications/network connectivity, power distribution, UPS and backup power, and HVAC requirements.

Transition Plan. For the selected CNCA the Contractor shall provide a detailed transition plan for each receiving or closing site(s). The Transition Plan shall outline, without limitation, the required activities and document the process for: (1) conducting the final closing site baseline assessment of workload mix and corresponding performance levels that must be met by the receiving site(s) prior to acceptance; (2) reconfiguration of the receiving site(s) to accommodate additional data processing, communications and networking workload requirements; (3) systems

integration and testing to ensure that the configuration meets the design specifications; (4) moving the data processing, communications and networking workloads from closing sites to the receiving site(s); (5) receiving site coordination with closing site customers during the acceptance to ensure, in accordance with mutually agreed upon criteria, that they are receiving service at least equal to that provided in the closing system environment; (6) close-out activities that will be undertaken after the closing site(s) is successfully transitioned and accepted at the receiving site(s); and (7) moving the receiving site(s) data processing, communications, and networking workloads to an optimal processing configuration. The transition plan includes a schedule showing start and end dates for transition tasks and milestones.

The Contractor shall also recommend an incremental disaster recovery strategy for the single data center alternative, only, that describes how the Computing and Networking Infrastructure will be recovered in the event of a disaster.

Information Resources Management Funding Plan. For the selected CNCA the Contractor shall provide a proposed consolidation spending plan to include, without limitation, all projected consolidation project costs including (1) capital investments, (2) travel and relocation, (3) equipment transportation, (4) software licenses, (5) human resources implementation costs, (6) communications costs, (7) facility improvements, (8) systems management tools, and (9) incremental disaster recovery costs for the single data center alternative, only.

Acquisition Plan. For the selected CNCA the Contractor shall provide an acquisition plan to support computing and networking operation center consolidation and modernization efforts that require upgraded or new hardware, software, and communications equipment; facility improvements; and physical, personnel, and information systems security improvements.

Optimization Plan. For the selected CNCA the Contractor shall document optimization opportunities that encompass the design and implementation activities for building an optimal statewide computing and networking processing configuration in all consolidated centers. An optimization plan should identify, without limitation, opportunities to optimize: computing and networking center operations through standardization of operating systems, protocols, database management systems, programming languages, and off-the-shelf software; modernization, including technology insertions and communications, networking and hardware upgrades; automation; and reengineering.

Optional Deliverable 7: Implementation plan for the state-selected CNCA (i.e., Future IT Model).

Optional Task 7A: Validate the business case for the state selected CNCA as presented in Deliverable 6I-1 above. The vendor must further itemize the business case by identifying the costs/benefits/ROI by platform and by participating agency.

The vendor must then finalize the business case for the state-selected CNCA and confirm that implementation of the state-selected CNCA will provide the state a positive return on investment over a 24 to 36 month period of time.

Optional Deliverable 7A: Validated, Itemized, Final, and confirmed Business Case for the State-selected CNCA.

Optional Task 7B: Develop a proposed, detailed Statement of Work for Optional Phase II of the Project that includes, without limitation, the Task Descriptions, Schedule of Deliverables, the payment schedule, and any other items as mutually agreed by the parties.

Optional Deliverable 7B: Optional Phase II Statement of Work.

Optional Task 7C: Present Optional Deliverables 7 and 7A to the Computing and Networking Infrastructure Consolidation Project Steering Committee, the CIOC and the IRMC.

Optional Deliverable 7C-1: Project Steering Committee Presentation of Implementation Plan and Business Case.

Optional Deliverable 7C-2: CIOC Presentation of Implementation Plan and Business Case.

Optional Deliverable 7C-3: IRMC Presentation of Implementation Plan and Business Case.

Optional Task 8: External Presentation(s).

Agency may request the Contractor to assist in the preparation for and delivery of one or more “External Presentations” (i.e., additional presentations beyond the required Project Steering Committee, CIOC and IRMC Presentations for CNCA Implementation Strategy Documents and Recommendation in Task 6J and the Optional CIOC and IRMC Presentations for Implementation Strategy Approval in Optional Task 7B). External Presentations may be required for diverse reasons, including without limitation: 1) Securing a final decision for selection of a Future IT Model and implementation strategy, 2) Reporting on Project status, 3) Disclosing and explaining Project Tasks and Deliverables, and 4) Securing a final decision to proceed to Phase II of the project. External Presentations may be conducted before diverse audiences, including without limitation: 1) Information Resources Management Council (IRMC), 2) Joint Legislative Committee on Information Management and Technology (JLCIMT) and 3) Other Project stakeholders.

In the event Agency desires Contractor’s assistance with an External Presentation, the Project Monitor will submit to Contractor a written request for the desired services. Within five (5) business days from its receipt of the request, Contractor will provide the

Project Monitor with a written proposal detailing the resources and time frame needed to perform the requested Work. The Project Monitor will approve or reject the submitted proposal in writing within five (5) business days from receipt of the Contractor's proposal, or within a longer period of time as the Project Monitor deems necessary and appropriate. The Project Monitor will reflect approval of Contractor's proposal(s) in a Work Order.

Upon its receipt of an approved Work Order for an External Presentation, Contractor shall develop presentation information and materials, and present them to the Project Monitor for Acceptance. After Acceptance, the Contractor shall accompany State Project Staff to the subject event(s), and participate in delivery of the presentation(s) according to the terms and conditions of the approved Work Order. Specific External Presentation appearance schedules will be subject to the availability of the stakeholders involved in the planned presentation(s).

The Contractor's participation in this Task 8 shall include up to eight (8) External Presentations, but Contractor's hours of participation in Task 8 events shall not exceed 160 hours, unless otherwise extended by Contract amendment.

Contractor's participation in an External Presentation shall be compensated on an hourly basis according to Contractor's Hourly Rates in Exhibit I.

Optional Deliverable 8: External Presentation(s).

Task 9: Phase I Project Close Out: Project Deliverable Checklists, Project Acceptance and Project Post Mortem Documents.

Task 9A: The Contractor shall create and deliver a checklist that verifies the completion of, and identifies the location of, each Phase I Project Deliverable.

Deliverable 9A: Phase I Project Deliverable(s) Checklist.

Task 9B: The Contractor shall create and deliver an Acceptance document that verifies the satisfaction and Acceptance of all Phase I Project Work, and that identifies any outstanding risk or issues that the State must manage.

Deliverable 9B: Project Acceptance Document.

Task 9C: The Contractor shall create and deliver a Phase I Project Post Mortem document that summarizes at a minimum:

- Major accomplishments;
- Deliverables produced;
- Performance to schedule;
- Performance to budget; and
- Lessons Learned.

Deliverable 9C: Phase I Project Post Mortem Document.

NOTE THAT IN THE EVENT STATE EXERCISES ITS OPTION TO PROCEED WITH CONTRACTOR INTO PHASE II IMPLEMENTATION, STATE RESERVES THE RIGHT TO DEFER TASK 9 AND ITS RELATED DELIVERABLES TO PHASE II, TASK 11.

OPTIONAL PHASE II: IMPLEMENTATION OF THE STATE-SELECTED PLAN FOR COMPUTING AND NETWORKING INFRASTRUCTURE CONSOLIDATION

Optional Task 10: Phase II Implementation of State-selected CNCA based on Phase I, Deliverable 7B pursuant to Contract Amendment at the State's sole discretion.

The State in its sole discretion may choose to proceed with Phase II work or any portion thereof, and may choose Contractor to perform any such work or portion thereof. In the event the State desires to proceed with Phase II work and chooses the Contractor to perform any of such work, the parties will attempt to negotiate mutually agreeable amendment (s) to the Contract for the performance of such work.

1. Prior to Phase II, the parties must negotiate a fee with a hard dollar savings/return on investment target derived from Phase I Optional Deliverable 7A for the implementation of the plan presented in Phase I Optional Deliverable 7.
2. Prior to Phase II the parties must negotiate a detailed Statement of Work (based on Phase I Optional Deliverable 7B) that includes, without limitation, the Task Descriptions, Schedule of Deliverables, the payment schedule, and any other items as mutually agreed by the parties.
3. In the event the State does not negotiate satisfactory contract amendment(s) for Phase II work, the State reserves the right to re-solicit with other potential contractors for all or part of the Phase II work.
4. Progress Payments – The terms of the Contract payments in Phase II will be negotiated with the Contractor and other entities. The Phase II Contractor shall provide savings/return on investment documentation in a form acceptable to the State that identifies savings/return on investment results achieved. This documentation will be reviewed for validation by the State before payments are made during Phase II.

Task 11: Project Close Out: Project Deliverable Checklists, Project Acceptance and Project Post Mortem Documents.

Task 11A: The Contractor shall create and deliver a checklist that verifies the completion of, and identifies the location of, each Project Deliverable.

Deliverable 11A: Project Deliverable(s) Checklist.

Task 11B: The Contractor shall create and deliver an Acceptance document that verifies the satisfaction and Acceptance of all Project Work, and that identifies any outstanding risk or issues that the State must manage.

Deliverable 11B: Project Acceptance Document.

Task 11C: The Contractor shall create and deliver a Project Post Mortem document that summarizes at a minimum:

- Major accomplishments;
- Deliverables produced;
- Performance to schedule;
- Performance to budget; and
- Lessons Learned.

Deliverable 11C: Project Post Mortem Document.

EXHIBIT B

REQUEST FOR PROPOSAL

Following is a copy of the RFP.

EXHIBIT C

CONSULTANT'S PROPOSAL

Following is a copy of the Proposal.

EXHIBIT D

CONSULTANT DATA AND TAX CERTIFICATION

Certification: The individual signing on behalf of Consultant hereby certifies and swears under penalty of perjury: (a) the number shown on this form is Consultant's correct taxpayer identification; (b) Consultant is not subject to backup withholding because (i) Consultant is exempt from backup withholding, (ii) Consultant has not been notified by the IRS that Consultant is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Consultant that Consultant is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Consultant, s/he has authority and knowledge regarding Consultant's payment of taxes, and to the best of her/his knowledge, Consultant is not in violation of any Oregon tax laws, including, without limitation, the following pursuant to OAR 150-305.385(6)-(B): For purposes of this certification, "Oregon tax laws" means those programs listed in ORS 305.380(4). Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the elderly rental assistance program, and local taxes administered by the Department of Revenue (Lane Transit District Self-Employment Tax, Lane Transit District Employer Payroll Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax); (d) Consultant is an independent contractor as defined in ORS 670.600; and (e) the supplied Consultant data is true and accurate.

Federal Tax Number _____

Oregon Tax Number _____

Consultant Signature _____ **Date** _____

EXHIBIT E
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR
(Consultant completes A below if Consultant is not a corporation or is a professional corporation.)

(Agency
completes B below
when Consultant
completes A)

A. CONSULTANT IS INDEPENDENT CONTRACTOR.

Consultant certifies he/she meets the following standards:

1. I am registered under ORS chapter 701 to provide labor or services for which such registration is required.
2. I have filed federal and state income tax returns in the name of my business or a business Schedule C as part of the personal income tax return, for the previous year, or expect to file federal and state income tax returns, for labor or services performed as an independent contractor in the previous year.
3. I will furnish the tools or equipment necessary for the contracted labor or services.
4. I have the authority to hire and fire employees who perform the labor or services.
5. I represent to the public that the labor or services are to be provided by my independently established business as four (4) or more of the following circumstances exist. **(Please check four or more of the following:)**
 - A. The labor or services are primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence, which is set aside as the location of the business.
 - B. Commercial advertising or business cards are purchased for the business, or I have a trade association membership;
 - C. Telephone listing is used for the business that is separate from the personal residence listing .
 - D. Labor or services are performed only pursuant to written contracts.
 - E. Labor or services are performed for two or more different persons within a period of one year.
 - F. I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Consultant Signature _____ Date _____

(Agency completes B below when Consultant completes Section A above.)

B. AGENCY APPROVAL.

ORS 670.600. Independent Contractor Standards. As used in various provisions of ORS chapters 316, 656, 657 and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. State agency certifies the contracted work meets the following standards:

1. The Consultant is free from direction and control over the means and manner of providing the labor or services, subject only to the specifications of the desired results.
2. The Consultant is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local ordinances.
3. The Consultant furnishes the tools or equipment necessary for the contracted labor or services.
4. The Consultant has the authority to hire and fire employees to perform the labor or services.
5. Payment to the Consultant is made upon completion of the performance or is made on the basis of a periodic retainer.

Agency Signature _____ Date _____

(Agency's certification is solely for the AGENCY's benefit and internal use.)

EXHIBIT F

CONSULTANT PERSONNEL

Authorized Representative:

Other Key Persons:

Project Manager: _____

Other: _____

EXHIBIT G

AGENCY PERSONNEL

Authorized Representative:

Project Monitor:

EXHIBIT H

EXTERNAL PRESENTATIONS WORK ORDER

Work Order No. _____ Contract # _____ Issuer: _____

This Work Order (“Work Order”) hereby incorporates by reference all of the terms and conditions contained in that certain IT Consulting Services Contract (“Contract”) between the State of Oregon, acting by and through its Oregon Department of Administrative Services, (“Agency”), and _____ (“Contractor”), effective date _____, 200__.

This Work Order is effective on the date the Work Order is fully executed and approved by the Project Monitor in accordance with applicable laws, rules and regulations, including any required approval by the Department of Administrative Services and the Department of Justice.

This Work Order shall expire on _____, unless an Amendment is issued to extend the time, as authorized by and pursuant to provisions of the Contract. Unless otherwise specified for a particular Deliverable, Contractor shall complete all Services and Deliverables required under this Work Order on or before _____.

Agency’s Authorized Representative for this Work Order is _____, telephone number _____.

Contractor’s Authorized Representative for this Work Order is _____, telephone number _____.

The maximum not-to-exceed amount payable to Contractor under this Work Order is \$_____, unless an Amendment is issued to increase the amount, as authorized by and pursuant to provisions of the Contract. Contractor shall be paid the lesser of this maximum not-to-exceed amount or the value of Contractor’s actual hours expended on the development of the subject Deliverable(s).

All defined terms not otherwise defined herein have the meanings set forth in the Contract.

Contractor shall send invoices to:

Contractor shall provide services in connection with preparing for and participating in an External Presentation for:

2. Minimum Deliverables (set forth) including date of completion and all requirements of each Task as set forth in the Statement of Work and this Work Order.

3. Cost associated with Deliverables:

Contractor's Authorized Representative:

By: _____ Title: _____ Date: _____

Agency's Authorized Representative:

By: _____ Date: _____
Administrator, or delegate

EXHIBIT I

CONTRACTOR'S HOURLY RATES