

**State of Oregon
Department of Administrative Services
State Procurement Office
1225 Ferry St SE
Salem, OR 97301**

**State of Oregon
Request for Proposals
No. 10700053-03**



**State of Oregon Computing and Networking Infrastructure
Consolidation**

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STATE OF OREGON
Request for Proposal 10700053-03
(RFP)

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Issuing Agency: Department of Administrative Services (DAS)
Information Resources Management Division (IRMD)

Issuing Office: DAS State Procurement Office
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Section 1. Purpose / Definitions / Background / Overview

1.1. Purpose of this Solicitation and Scope of Project Work

The purpose of this Request for Proposals (RFP) is to acquire the services of a Consolidation implementation firm in connection with a phased project intended to lead to a Consolidation of the State of Oregon Computing and Networking Infrastructure. The selected Proposer shall perform Project Work in Two (2) phases: Phase I – Planning; Phase II Implementation..

Phase I will involve the following elements:

- 1) Research and Planning for an Inventory of Participating Agencies' Computing and Networking Infrastructure environments,
- 2) Conducting and Validating the Inventory,
- 3) Analyzing Oregon's current computing and networking infrastructure environment
- 4) Evaluating and Creating an Implementation Strategy and Business case for a single network and the following data center Consolidation alternatives: three data centers; two data centers; and a single data center as compared to the current computing and networking infrastructure environment;
Note: The implementation strategy, business case and subsequent Implementation Plan for the State-selected consolidation alternative must be developed on a 24-36 month payback.
- 5) Developing a detailed Implementation Plan and validated Business Case for the State-selected Consolidation alternative.

The Implementation Plan for the State-selected Consolidation alternative will provide the basis for the optional Phase II Contract amendment to implement the selected plan. The implementation plans will include, without limitation, schedules, cost/benefits and risk mitigation costs both for implementation of the Consolidation plan and the resulting Computing and Networking environment, e.g. single point of failure mitigation.

Phase II implements the Consolidation plan that best meets the State requirements of a 24-36 month payback, acceptable risk and improved service. 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 selected Proposer. 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.

Due to the complexity, importance and risk associated with this kind of effort, it is essential for the State to acquire the services of a firm that possesses an appropriate level of expertise and experience and has successfully completed Computing and Networking Infrastructure Consolidations of this scope. Qualified vendors must be capable of performing both Phase I and Phase II work.

Note: Two or more firms may work together to complete this Project in a prime contractor and subcontractor(s) contractual relationship, **provided** the prime contractor is the firm that possesses the expertise and experience for successful implementation of Computing and Networking Infrastructure Consolidations.

1.2. Definitions. See Glossary (Attachment 5).

1.3. Background

Historically, Oregon state government's investments and initiatives in IT have been managed in a decentralized environment. Agencies independently plan and execute IT projects based on their specific business needs and on available funding. Many agencies have used this model in innovative and creative ways to effectively and efficiently meet their particular business needs. The State IT systems include without limitation:

- Sixteen distinct networks;
- Three major data centers;
- Dozens of small and mid-sized data centers;
- Multiple software applications to meet common needs; and,
- A variety of proprietary and incompatible technologies.

Each of these component parts requires separate investments in staff, facilities, and maintenance of their own unique systems. Solving the problem of creating an IT environment that is cost-effective, compatible, and efficient may require change in the way the State manages IT Systems and operations. There is a recognized need to assess Consolidation alternatives.

Enterprise IRM Strategy:

The August 2002 Enterprise Information Resources Management Strategy (EIRMS) outlined several goals and objectives related to the organization and management of State government IT infrastructure. Specifically, the EIRMS indicated that the State should establish and maintain an integrated voice, video and data network architecture and infrastructure. The EIRMS also indicated that the State should consider some form of Consolidation of its computing infrastructure based on a sound business case. A key EIRMS Objective is that the State will have a standard desktop environment by July 2007; and, where feasible, the development environment, network hardware and software, and centralized computing hardware, software and processes will also be standardized.

Moreover, the EIRMS indicates that the State will ensure that mission-critical business processes, computer resources, and data can be restored in the event of a natural disaster or other business interruption. A disaster recovery and backup strategy for the state's General Government, Oregon Department of Transportation, Department of Human Services, and Department of Revenue data centers will be developed and a service developed/procured. **Note that:** (1) This service has now been procured via a recently signed disaster recovery contract; and (2) Business Continuity related policy development and planning efforts are also underway.

Oregon Revised Statutes (ORS):

ORS 184.305 indicates that the purpose of DAS is "to improve the efficient and effective use of state resources through the provision of . . . (1) Government infrastructure services that can best be provided centrally, including but not limited to purchasing, risk management, facilities management, surplus property and motor fleet; . . . and (8) State information systems and networks to facilitate the reliable exchange of information and applied technology." (See Appendix E for full ORS text)

Under the provisions of ORS 184.473 to 184.477, the State Legislature mandates the cooperation of other State agencies with DAS to "conduct and maintain a continuous inventory of each state agency's current and planned investments in information technology, a compilation of information about those assets and the total life cycle cost of those assets." Moreover, the provisions of ORS 291.038 direct DAS-coordinated statewide planning and activity related to the "planning, acquisition, installation and use of all information and telecommunications technology . . ." for the State. (See Appendix E for full ORS text)

ORS 283.140, 283.500, 283.505, 283.510 provide general and specific guidance to the Oregon Department of Administrative Services and state agencies regarding the procurement, management, use, and maintenance of telecommunications systems and services across state government. (See Appendix E for full ORS text)

Oregon's Chief Information Officer Council (CIOC) Activities (Subcommittees)

- IT Architecture and Standards (Appendix A)
(Includes Network & Security Architecture and Standards)

- Consolidation Initiatives (Appendix B)
- Information Technology Asset Management (Appendix C)

1.4. Overview

The organization and management of the Participating Agencies' IT Systems and operations should be analyzed and evaluated to determine the Consolidation implementation strategy that will produce:

- More consistent and efficient service delivery;
- Improvements in information resource utilization and productivity (e.g., staff, facilities, economies of scale, reduced redundancy, centralized management, reduced complexity, etc.);
- Leveraging of investments in technology;
- Improved access to and availability of technology resources;
- Improved ability to align processing capacity with customer needs for the future;
- Improved security, backup, and disaster recovery capabilities; and
- Reduced complexity, total cost of ownership and improved return on IT investments.

Many factors can affect the success or failure of this kind of initiative. The possible alternative models for Computing and Networking Infrastructure operations must be thoroughly examined and evaluated prior to making final recommendations for Oregon's Future IT Model. Analysis of Computing and Networking Infrastructure consolidation may include the following:

- | | |
|--|--|
| ▪ Physical locations | ▪ Storage & Backup |
| ▪ Mainframes | ▪ Servers |
| ▪ Applications * (<i>See Out of Scope Section in Appendix B, 2. below</i>) | ▪ Shared services |
| ▪ Service level commitments | ▪ Networks |
| ▪ Systems Management & Help Desk | ▪ Security, Disaster Recovery, & Business Continuity |
| ▪ Software Licensing and Maintenance Contracts | ▪ People and resources |

The State desires to acquire the services of a firm with proven expertise and experience in successfully planning for and completing implementation of Computing and Networking Infrastructure Consolidation projects of a similar scope to the planned Project.

Note: Two or more firms may work together to complete this Project in a prime contractor and subcontractor(s) contractual relationship, **provided** the prime contractor is the firm that possesses the expertise and experience for successful implementation of Computing and Networking Infrastructure Consolidations.

1.5 State Technology Profiles

State Executive branch “Central Computing” is more than the three large IBM mainframes in the Department of Administrative Services (DAS), Oregon Department of Transportation (ODOT), and the Department of Human Services (DHS). It also includes a Unisys mainframe, eight IBM AS-400s, 224 UNIX computers from various manufacturers and running different versions of UNIX, and hundreds of Windows 2000, Windows NT, and Novell servers (more than 1700 machines).

(Additional information contained in Appendix D)

**Computing Infrastructure Consolidation
Preliminary List of Participant Agencies**

	Location	MF	AS-400	Wang	Data Gen	Unisys	Unix	Win-2K	NT	Mix unknown Win-2K / NT	Netware & Misc.	Total	Desktop Devices	
Department of Human Services	Salem	1	3	0	0	0	25	4	12	26	0	279	350	9504
Department of Administrative Services	Salem	1	1	0	0	0	74	65	9	91	16	3	260	1005
Department of Transportation	Salem	1	0	0	0	0	47	27	199	0	3	14	291	52.97% 4650
Department of Corrections	Salem	0	1	0	0	0	3	41	0	0	0	0	45	2350
Department of Revenue	Salem	0	1	0	0	0	3	16	0	0	1	20	41	1086
Department of Veteran's Affairs	Salem	0	1	0	0	0	0	0	0	6	0	0	7	125
Oregon Student Assistance Commission	Eugene	0	1	0	0	0	0	0	0	23	0	0	24	100
Dept. of Consumer and Business Svcs.	Salem	0	0	3	0	0	11	21	0	0	6	44	85	1310
Oregon Liquor Control Commission	Portland	0	0	0	2	0	5	4	1	0	4	15	31	216
Department of Fish and Wildlife	Portland/ Salem	0	0	0	0	1	0	0	16	0	0	2	19	922
Note 1 Public Employee Retirement System	Tigard	0	0	0	0	0	0	20	0	5	0	7	32	250
Note 1 Oregon Youth Authority	Salem	0	0	0	0	0	0	0	0	42	0	0	42	1000
Department of Forestry	Salem	0	0	0	0	0	0	20	15	10	0	0	45	751
Housing and Community Services	Salem	0	0	0	0	0	17	0	7	0	0	0	24	212
Oregon State Police	Salem	0	0	0	0	0	3	35	11	0	1	44	94	1471
Department of Environmental Quality	Portland	0	0	0	0	0	2	39	0	0	0	0	41	781
Department of Agriculture	Salem	0	0	0	0	0	4	0	0	0	0	13	17	635
Note 2 Department of Employment	Salem	0	0	0	0	0	5	0	0	0	23	60	88	37.33% 2584
Water Resources Department	Salem	0	0	0	0	0	3	0	2	0	2	0	7	180
Public Utility Commission	Salem	0	0	0	0	0	0	14	0	0	0	0	14	150
Oregon Economic & Community Dev.	Salem	0	0	0	0	0	0	3	1	0	0	9	13	189
Oregon State Library	Salem	0	0	0	0	0	2	1	5	0	2	1	11	165
Department of Education	Salem	0	0	0	0	0	0	36	0	0	0	0	36	604
Oregon State Lottery	Salem	0	0	0	0	0	18	0	0	12	5	35	70	609
Note 1 Oregon Parks and Recreation	Salem	0	0	0	0	0	2	0	1	0	0	11	14	9.70% 526
Note 1 : DAS customer										Mainframe, Midrange, Server Total:		1701		
Note 2 : DHS customer														
												Desktop Device Total:	31083	

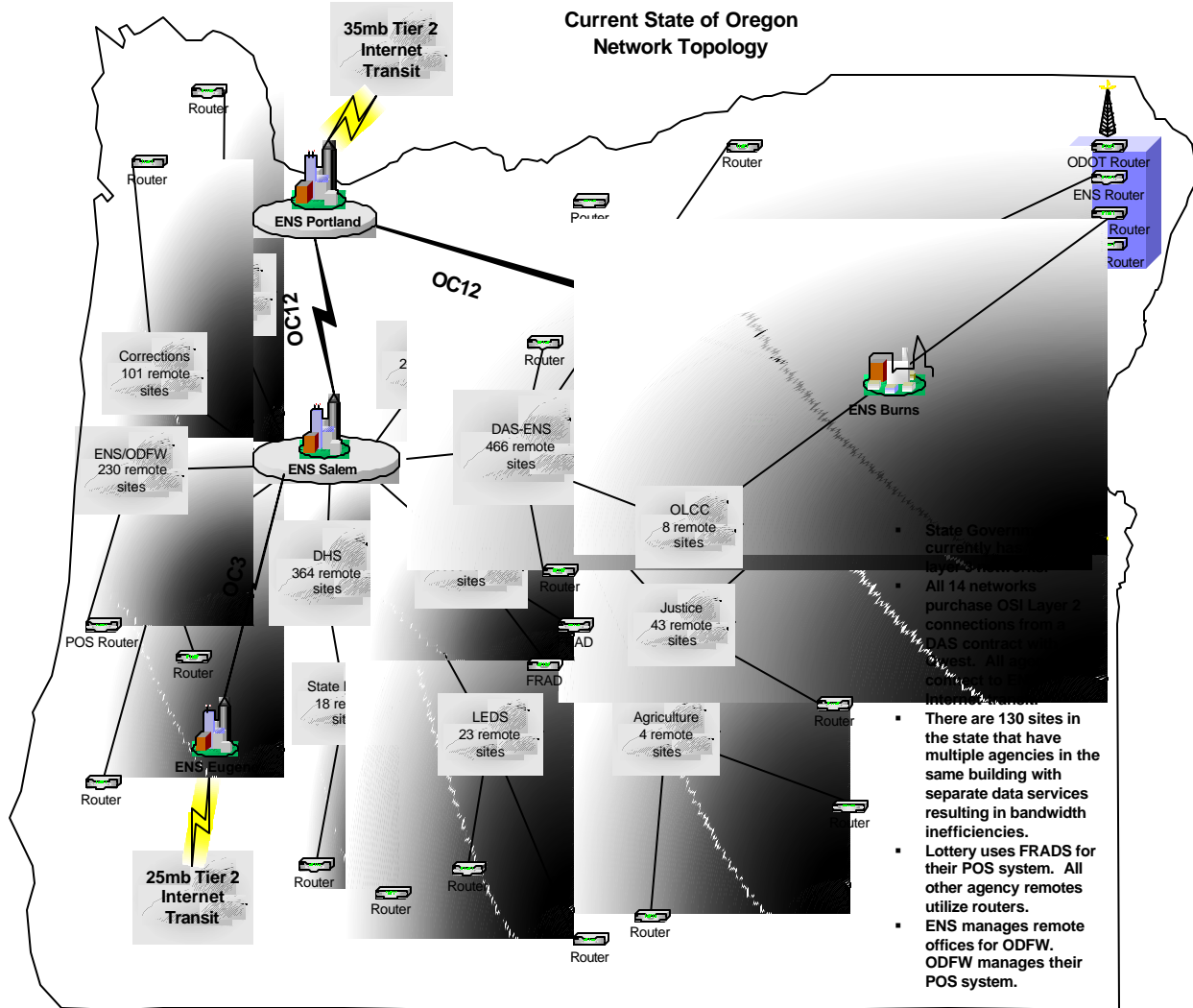
Existing Networks

Today, agency voice and data communications are generally separate. Agencies purchase and maintain their own telephone and data equipment such as routers, telephone systems and other apparatus at approximately 800 customer premise locations. This network separation results in duplication of personnel, equipment and circuits that are often underutilized.

The data and video networks across the State consist primarily of leased frame relay circuits and point-to-point private line circuits connecting agency locations to communications hubs. On the Salem campus, a fiber-optic network, currently leased by the State, is used to deliver services. Within State Government, there are 5650 Nodes including Point of Sale and fourteen (14) distinct networks, including the ENS Network operated by DAS IRMD that serves most Agencies. Over these networks, DAS IRMD provides Internet access to Agency locations. The ENS Network houses the Salem communications hub. DAS IRMD manages this network and all attached routers. DAS IRMD also operates a dial-up network that provides modem access to the Internet. The dial-up service includes typical Internet Service Provider (ISP) functions such as email, web hosting and news and covers 90% of the state's local dial area. Dial-up Internet access is provided to 42 cities throughout Oregon and presently serves 6,000 customers. In some localities, this service is the only local number Internet access. There are also three video networks serving State Agencies, K-12 schools, and the Oregon Department of Transportation (ODOT).

Leased broadband services, DS-3 and larger, are used for data transport between hubs. A small amount of this bandwidth is used for voice traffic between Salem, OR and Eugene, OR. DAS IRMD also leases facilities to provide high-speed data access to the Burns Archive Center in Burns, OR. Data and video network services are leased under the recently negotiated SOEN contract from Qwest Communications. Costs under the SOEN contract are stabilized for the next four years. The SOEN contract also contains pricing and provisions for Centrex voice services and other telecommunications circuits. The SOEN contract, and contracts with other carriers, allow the State to lease circuits at essentially retail rates. The eleven data networks that are not operated by DAS IRMD are leased by Agencies directly off the SOEN contract. These consist of 1,133 nodes, or separate sites, not including the three networks operated by the Oregon Military Department, Oregon State Lottery and Oregon State Police - Office of Emergency Management. Data transport costs total \$1,000,000 per month. The ENS Network consists of 540 nodes and serves most State Agencies. Almost all costs of operation of DAS IRMD Data and Video Services are distributed among the Agencies served by the DAS IRMD ENS Network.

Information regarding the number and type of data/video circuits of other agencies is contained in the graphic on the following page (page 11):



**Networking Infrastructure Consolidation
Preliminary List of Participant Agencies
Number and type of Data/Video Circuits**

		56kb Frame Relay	T-1 Frame Relay	DS3 Frame Relay	56kb Direct Digital	T-1 Digital Direct ****	DS3 Direct Digital	Total Circuits
*	Department of Agriculture	0	3	0	0	1	0	4
	Department of Corrections	18	68	0	4	11	0	101
	Department of Human Services (DHS)	159	169	0	22	14	0	364
	Department of Fish and Wildlife	238	11	0	0	0	0	249
**	DHS- Health Division	13	5	0	0	0	0	18
	Oregon State Police - LEDS	23	0	0	0	0	0	23
***	Oregon State Lottery	3272	77	0	0	7	0	3356
	Department of Transportation	92	151	2	3	22	0	270
	Oregon State Police - OEM	54	14	0	1	8	0	77
	Oregon Liquor Control Commission	0	6	0	0	2	0	8
	Department of Administrative Services	188	261	5	2	87	4	547
	Totals	4057	765	7	32	152	4	5017

Frame Relay information taken from April 2001 Qwest Billing Data

- * Note using the Fast Packet Contract
- ** Managed by "Oregon Child Development Coalition"
- *** 39 T1 Salem Home Circuits and 38 T1 Bend fault tolerant circuits
- **** There could be some voice T-1 mixed in these numbers.

The 2003-2005 biennial cost estimate for the State's Networks is estimated at \$56.5 million. Capital Costs were estimated at \$1.8 million with debt service estimated at \$1.2 million. Staffing costs were estimated at \$7.3 million. Total 2003-2005 estimated costs: \$66.9 million.

Section 2. Statement of Work

2.1. Detailed Description of Work. The detailed description of Work, including expected Tasks and their related Deliverables, is set out in Exhibit A, the Statement of Work, to Attachment 1 to the RFP, the Sample Contract Form.

2.2. Contract Term/Time for Performance

Agency desires to have the Contract effective on the Effective Date, and the initial Contract term to expire on the earlier of the date on which Agency accepts the Work as completed or eighteen (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.

The planned Project is on an extremely fast track. Presuming a Contract Effective Date of **January 05, 2004**, Agency desires Contractor's completion of Tasks and submission of related Deliverables according to the follow schedule:

- Future IT Model and Implementation Strategy by **June 18, 2004** (Tasks 1 through 6 and related Deliverables).
- Implementation plan for the state-selected CNCA by **August 20, 2004** (Task 7 and related deliverables).

Section 3. Proposal Requirements

3.1 Proposal Format

This section of the RFP identifies areas that DAS has determined are necessary to successfully accomplish the services covered by this RFP. Proposers shall provide a written response to each of these mandatory requirements. The written response shall clearly address each of the areas identified herein to demonstrate the Proposer's ability to meet the mandatory requirements and achieve the desired result to the satisfaction of DAS.

3.1.1 **Technical Proposal.** To speed up and simplify Proposal evaluation and to ensure that each Proposal receives the same orderly review, all Technical Proposals must follow the format described in this section. Proposals shall contain all elements of information requested, without exception. Proposal sections and pages shall be appropriately numbered as per the below outline. DAS desires the Technical Proposal to be no longer than 75 pages in length, exclusive of requested attachments, e.g., resumes, sample work products, etc.

Technical Proposals shall include the following section headings at a minimum, in the following order and numbered as indicated below, followed by Proposer's responses in each section:

1. Introduction and Executive Summary
2. Response to Commercial Questions
3. Response to Technical Questions
4. Alternative Proposals
5. Relevant Experience of Proposer / Sample Work Products.

Detailed requirements and directions for preparation of Proposer's responses to each section of the Technical Proposal are outlined below.

3.1.1.1.: Introduction and Executive Summary

Provide the following information relative to your firm. If you are proposing to subcontract some of the proposed work to another firm, similar information must be provided for each subcontractor.

- a. Firm name and business address, including telephone number, fax number, and contact email address; the State in which incorporated; and if not incorporated in Oregon, whether Proposer has registered as a foreign corporation in Oregon.
- b. Year established (include former firm names and year established, if applicable)
- c. Type of ownership and parent company, if any.
- d. Project Manager's name, mailing address, email address and telephone number.
- e. Summary of relevant experience of the Project Manager and Contractor's other staff to be assigned to Project.

For the Executive Summary, highlight the major facts or features of the Proposal, including any conclusions, assumptions, and recommendations you wish to make. The Executive Summary should be designed specifically for review by executives who need to be informed, but may not possess a technical background. No price information shall be included in the Executive Summary.

3.1.1.2.: Commercial Questions

In your response to each question below, please cite the question before each answer. Refer to Section 6 and Attachment 1 for Solicitation Procedures and Contract forms, respectively. Answers shall be direct and specific.

- a. Are all costs quoted on a FIRM, FIXED PRICE basis for required and Optional Tasks and related Deliverables 1 through 7 and 9? Are Contractor's Hourly Rates included for Optional Task 8 and related Deliverables? Price quotations must be bound separately, as stated in Section 3.1.2 below.
- b. Who will serve as the Proposer's authorized representative? Give the name, title, mailing address, email address and telephone number of the Proposer's authorized representative. The person cited shall be empowered to make binding commitments for the Proposer firm and its subcontractors, if any.
- c. What is the current financial status and condition of the Proposer? This query will be best satisfied by submission of the Proposer's latest annual financial statement or equivalent documentation.

3.1.1.3.: Response to Technical Questions

In responding, cite the question before each answer. Refer to Section 2 of this RFP and Exhibit A, Statement of Work, to the Sample Contract Form at Attachment 1 for technical requirements. Full, direct, and substantive answers are required.

- a. Project Methodology/Approach. Describe your organization's methodology/approach to managing projects, being sure to address the following at a minimum:

What is the methodology and approach proposed to address the Project scope and attributes, and to timely complete all required and Optional Tasks and their related Deliverables? (See RFP Section 2.2, Contract Term / Time for Performance).

Regarding Task 4, present your methodology and approach in separate discussions for both Options 1 and 2, describing each one at Inventory Levels 1 and 2. Your discussion regarding Inventory Levels 1 and 2 shall describe any alternative approaches to completing the Level 2 Inventory, if required, with minimal or no impact on the Project Schedule, i.e., your ability to complete all other Project Tasks in a timely manner. In this discussion you shall also identify as necessary and appropriate any Level 2 Inventory items that the State should consider including in the Level 1 Inventory list of items to allow for timely completion of all other Project Tasks, in the event the State does not exercise its Level 2 Inventory option.

Explain your approach to Work Product implementation.

Describe in detail the procedures to be implemented for each element of the Work plan.

If use of subcontractors is proposed, address specifically how coordination will be maintained.

Address significant milestones, including deliveries of Work Products and proposed conferences with the Project Monitor and State Project Staff.

- b. Required Equipment/Software. What equipment and software will you use, if any?

State briefly the equipment and software that are critical to the Project under your methodology and approach to Project Work. In addition, cite the status of the proposed equipment and software, whether owned or leased, installed or to be procured. Indicate if you propose to make any of the necessary equipment or software available through subcontracts. If so, identify the potential subcontractor.

- c. Project Staffing. What project staff is proposed? How will it be organized?

Describe project staff by titles, technical discipline, and numbers. Discuss how the team will be organized and outline management relationships. Specifically address management responsibilities for subcontracted work.

Identify all individuals who will take key management, supervisory, or other professional-level technical roles. Highlight all relevant experience of key management and staff. Cite the responsibilities projected for each.

Submit resumés of all key managerial and technical staff members you will or may assign to the Project.

- d. Project Schedule. Provide a detailed schedule of performance or Project plan that you are proposing, being sure to address the following at a minimum:

Within the overall schedule, chart a detailed schedule, citing at minimum each task included in a proposed project plan, periodic reporting or review points, incremental delivery dates, and other milestones. (See RFP Section 2.2, Contract Term / Time for Performance).

If you are located outside Oregon, explain your plan for accomplishing the Work from your existing location and from any location you intend to establish in Oregon.

- e. Ability to Perform. Describe The potential impact the Project would have on your organization's current workload, being sure to address the following at a minimum:

Cite specifically all major commitments of equipment and staff projected for your firm for the period covered by the proposed Project Schedule. Discuss in practical terms the impact of such commitments on your ability to complete the Project as proposed and scheduled. (See RFP Section 2.2, Contract Term / Time for Performance).

3.1.1.4.: Alternative Proposals

So that all Proposals will be comparable and any alternatives will be evaluated against a relevant background, each Proposer must give a full response to this RFP as written before any full or partial alternative is proposed.

3.1.1.5.: Relevant Experience / Sample Work Products

List your pending and completed private and public sector projects that are similar in scope and complexity to Agency's planned Project. For purposes of this solicitation, the State regards as irrelevant any experience from past projects completed before 1993.

In light of the multiplicity of the Participating Agencies and their unique, often divergent IT Systems and operational requirements, the State has a preference for computing and networking infrastructure Consolidation experience in past or current similar public sector projects. The scope and complexity of a particular private sector project may place that experience on a par with a similar public sector project for computing and networking infrastructure Consolidation.

Regarding each listed past project, include information on anticipated completion date, actual completion date, total charges as compared to the amount of original cost proposal, and references concerning the past performance. Discuss the scheduling impact of your listed current projects on Agency's Project (for this discussion refer back to your response to RFP Section 3.1.1.3.e. (Ability to Perform) as necessary and appropriate).

Summarize specific past projects in which members of your proposed Project team have taken part. Explain the relevance of those projects in terms of technical scope, tasks involved, etc.

At a minimum, please provide the following specific information about your relevant past experience:

- Complexity of technical requirements
- Completion schedule
- Deliverables. Provide as attachments to your Proposal any sample work products that are similar in form and substance to the required and Optional Deliverables identified in the RFP and Statement of Work for Agency's Project.
- Name, title, address, phone number, and project services delivered for contact references submitted in the format provided at RFP Attachment 4, or in a substantially similar format.

3.1.1.6. Corporate Reference Checks.

As indicated above and in RFP Section 3.3.(f), below, Proposers must provide five (5) past corporate customer references. These references must be willing to participate in an evaluation in which they will answer questions regarding the services and support that Proposer has provided them. These corporate reference checks may not be limited to the specific customer references cited in the Proposal. For each Proposer, Agency has the right to check any additional customer references that it discovers.

Agency will check references for quality of prior work performance. In the exercise of its sole discretion, Agency will select three (3) customer references for evaluation. As stated above, Agency may select these references from the Proposer's submitted list, or from other sources. These references will be asked questions from the following five (5) categories:

- General quality of Proposer's services for the reference's project;
- Delivery of the Proposer's services;
- Proposer's responsiveness to customer service issues, e.g., reported problems, changes, billing, etc.;
- How well Proposer met the terms of the subject contract; and
- Confidence level in Proposer's representatives' knowledge and expertise related to services provided, and whether the reference would choose to engage the Proposer again.

Each reference contacted will be asked the same questions. Each reference will be asked to rate the Proposer's performance in each of the five (5) categories on a scale of "0" to "5". A rating of

zero indicates the reference was not satisfied with Proposer's services in a category in any respect and a rating of five indicates the reference was very satisfied with Proposer's services in a category in every respect.

Agency will make three (3) attempts to contact any references that it selects from a Proposer's provided list of references. Three unsuccessful, reasonably undertaken attempts to contact any such reference shall result in a zero rating in each category, and the Proposer will receive zero points for that reference. Agency will assign up to 50 Points for each of three (3) selected references based on each reference's rating and value to Agency, with a total possible maximum point allocation of 150 Points.

Agency may designate one or more individuals who are not on the Evaluation Committee to conduct the selected reference checks, and invite the selected references' ratings for each Proposer.

3.1.2. Cost Proposal

Quote firm, fixed prices for the required and Optional Tasks and related Deliverables 1 through 7 and 9. Regarding Task 4 and its related Deliverables, you must price Level 1 and Level 2 Inventories in two (2) ways as follows:

- Separate pricing for each Inventory Level, presuming that Agency will not be prepared to exercise its option for the Level 2 Inventory by the start of Phase II; and
- Single price for Inventory Levels 1 and 2 and the time period within Phase II in which this price will remain firm, i.e., when must Agency exercise its option for the Level 2 Inventory after the start of Phase II.

Provide Contractor's Hourly Rates for Optional Task 8 and its related Deliverables. Contractor's Hourly Rates shall be provided by name and proposed Project position for each of Contractor's personnel to be assigned to Project Work.

Quotations and rates shall be valid for a period of ninety (90) days from the date of submission.

Cost Proposals are to be bound separately from the Technical Proposals.

3.2. General Information

The Proposer or the Proposer's authorized representative must sign both the Technical Proposal and the Cost Proposal. Proposers must submit the Technical and Cost Proposals separately and in the following quantities and formats: (i) one (1) original each; (ii) six (6) additional copies each and (iii) one (1) electronic disc copy of each submitted either in a current MicrosoftTM Office or AdobeTM PDF format.

Technical Proposal submissions in response to this Solicitation must be in the form of a Proposal package containing the Proposal and all required supporting information and documents, and

must be addressed to the DAS Single Point of Contact as shown in Section 6.2 herein and clearly referenced as **“Proposal to Request for Proposals # 10700053-03.”**

Technical Proposals must address all the Proposal and submission requirements set forth in this Solicitation, and must describe how the services will be provided. Proposals which merely offer to provide services as stated in this Solicitation will be considered non-responsive to this Solicitation and will not be considered further. Proposals will be evaluated on overall quality of content and responsiveness to the purpose and specifications of this Solicitation. Only those Proposals which include complete information as required by this Solicitation will be considered for evaluation.

Cost Proposal submissions in response to this Solicitation shall be separate from the Technical Proposal submission and must be addressed to the DAS Single Point of Contact as shown in Section 6.2 herein and be clearly referenced as **“Cost Proposal to Request for Proposals # 10700053-03.”**

NOTE: Notice of the issuance of this RFP and notices of the issuance of any related Addenda shall be posted on the vendor information program ("VIP System"). Prospective Proposers should consult the VIP System frequently until Closing to assure that they have not missed any Addenda announcements. In addition, the DAS Single Point of Contact for this procurement will maintain a “List of RFP Holders” related to the procurement. The prospective Proposers reflected on this list will receive individual notice of any Addenda or other official correspondence related to the procurement.

The Solicitation Documents related to this procurement will not be available on the VIP System. These must be obtained separately from the DAS Single Point of Contact for this procurement. Vendors may request hard copies or digital copies from the Single Point of Contact.

In order to appear on the List of RFP Holders for this procurement, vendors should complete and submit the form at RFP Attachment 2, “Notice of Intent to Develop and Submit a Proposal” (“Notice of Intent”). Vendors are encouraged to notify the DAS Contracts Consultant by mailing or e-mailing a completed Notice of Intent form within five (5) calendar days of receipt of the RFP. This notice is not binding on either party, but simply alerts DAS of the vendor’s intent to develop a Proposal. Completed forms will be used to establish the List of RFP Holders for this procurement. The VIP System and the List of RFP Holders will be used to distribute all official information regarding the RFP. Failure to return a completed Notice of Intent form will not disqualify a vendor from otherwise properly submitting a Proposal, but if the form is not submitted, a vendor cannot be assured that it will be mailed any additional information that is mailed to those vendors on the List of RFP Holders. Vendors must ensure that their vendor information is current and correct. DAS shall not accept responsibility for incorrect or incomplete vendor information reflected on the List of RFP Holders.

3.3. Minimum Proposal Requirements

Proposals not in compliance with the following mandatory minimum requirements may be rejected. At a minimum, all Proposals shall include:

- a) A cover letter summarizing the Proposer's interest in the Solicitation and;
- b) A statement of who will serve as the Proposer's authorized representative. Give the name, title, mailing address, email address and telephone number of the Proposer's authorized representative. The person cited shall be empowered to make binding commitments for the Proposer firm.
- c) A Technical Proposal that addresses all requirements of RFP Section 2.1, Detailed Description of Work, the Statement of Work at Exhibit A to RFP Attachment 1, the Sample Contract Form, and RFP Section 3.1.1, Technical Proposal and;
- d) A Cost Proposal that specifies a) the cost of each required and Optional Deliverable as required in RFP Section 3.1.2, Cost Proposal, and b) the overall cost of the Proposal and;
- e) A Statement that Proposer will comply with the reporting timelines as defined in the Statement of Work and;
- f) Five (5) current references of the firm, i.e., "Corporate References," relating to the performance of similar work as required by this Solicitation submitted in the format provided at RFP Attachment 4, or in a substantially similar format;
- g) A Statement that no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not submit a Proposal and;
- h) A Statement that any submitted response and costs shall remain valid for a minimum of ninety (90) days after the Proposal due date or until a Contract is executed, whichever comes first;
- i) A Statement that Proposer agrees to be bound by all terms and conditions stated in this RFP, including those stated in the sample contract and its exhibits and attachments, RFP Attachment 1, and its Proposal; and
- j) A Statement that Proposer, if awarded the Contract, will be authorized to do business in the State of Oregon at the time of contract award.
- k) A signed "Request and Authorization to Release Information, Release of Liability/Claims and Agreement not to Sue", (RFP Attachment 3)

Section 4. Evaluation of Proposals

4.1. Evaluation Process

DAS will conduct an evaluation of the responses received to this solicitation. An Evaluation Committee will be established to evaluate and score the submitted Proposals. The evaluation of the responses will be conducted in up to five (5) phases:

- Phase 1: Evaluation of Minimum Proposal Requirements
- Phase 2: Evaluation of Technical Proposal
- Phase 3: Evaluation of Cost Proposal
- Phase 4: Ranking of Proposals
- Phase 5: Interview(s), if deemed necessary in the sole discretion of DAS

Phase 1: Evaluation of Minimum Proposal Requirements

The purpose of this phase is to determine if the Proposal meets the Minimum Proposal Requirements listed in Section 3.3.

Proposals will be reviewed by an Evaluation Committee to determine if they are complete. Proposer’s failure to comply with the instructions or to submit a complete Proposal may result in it being deemed non-responsive, except that DAS reserves the right to waive minor irregularities.

Only those Proposals determined to be responsive to the Minimum Proposal Requirements will be considered. DAS reserves the right to reject any or all Proposals if it is deemed in the public interest to do so.

Phase 2: Evaluation of Technical Proposal

Proposals will be scored according to how well the Proposer responded to each of the requirements in Section 2, Statement of Work, Exhibit A, Statement of Work, to RFP Attachment 1, Sample Contract Form, and Section 3.1.1, Technical Proposal. Technical Proposal evaluation points given by each evaluator will be summed and divided by the number of evaluators to compute an average performance score for each Proposal. Cost Proposal information will not be available to the Evaluation Committee during the Technical Proposal evaluation phase.

Points possible:	Point Basis:
50	Proposer's Introduction and Executive Summary, and Proposer’s Overall Response to Commercial Questions.
100	Proposer's Overall Response to Technical Questions.
250	Proposer's detailed approach and plans to perform the services required by the Scope of Work and the Statement of Work regarding all possible Work Products in this Solicitation and planned contract.
200	Proposer’s documented experience in successfully completing projects of a similar nature, size, scope and complexity to Agency’s planned Project. Quality of Proposer’s sample work products.

- 100** Qualifications and experience of the personnel Proposer plans to assign to the Project, with emphasis on their documented experience in successfully completing work on projects of a similar nature, size, scope and complexity to Agency's planned Project.
- 150** Corporate reference checks. Reference checks may not be limited to the specific customer references cited in the Proposal. For each Proposer, Agency has the right to check any additional customer references that it discovers.
- References will be checked for quality of prior work performance. In the exercise of its sole discretion, Agency will select three (3) customer references for evaluation. Agency may select these references from the Proposer's submitted list, or from other sources. All references submitted by Proposer must be willing to participate in the evaluation and to answer questions regarding the services and support delivered by Proposer as required in RFP Section 3.1.1.6.
- 100** The overall ability of the Proposer to begin and successfully complete the Agency's Project within the proposed schedule.
- 50** Proposer's Overall Technical Proposal.

Total Technical Points possible: 1000

Phase 3: Evaluation of Cost Proposal:

Proposals will be evaluated to assess the Proposer's Cost Proposal. Agency will award Cost Proposal Points in each of the following three (3) categories of Tasks and Deliverables:

- | Points Possible: | Point Basis: |
|-------------------------|--|
| 190 | Lowest Total Fixed Price Proposed for Required Deliverables in Tasks 1 through 6 and 9. |
| 40 | Lowest Total Fixed Price Proposed for Optional Deliverables in Task 4 and Optional Task 7. |
| 20 | Lowest Average Hourly Rate Proposed for Optional Task 8 Deliverables. |

Total Maximum Cost Points: 250

In each of the first two categories, the Agency will sum all proposed Fixed Prices reflected in each Proposal to determine the lowest Total Fixed Price in each category. In each of these two

categories, the Agency will award to the Proposal with the lowest Total Fixed Price the maximum points possible for the category (190 and 40, respectively).

In the third category, the Agency will sum the proposed range of hourly rates for each Proposal, and then divide each total by the number of Proposer's personnel for whom rates are quoted in the Proposal. In this manner, and only for the purposes of evaluation, Agency will determine an average hourly rate for each Proposal. Agency will award to the Proposal with the lowest average hourly rate the maximum points possible for the category (20).

Agency will award to Cost Proposals with higher Total Fixed Prices or average hourly rate a percentage of the maximum possible points available in each category based on the percentage of their Cost Proposal Total Fixed Price or average hourly rate relative to the lowest Cost Proposal Total Fixed Price or average hourly rate. Agency will use the following formula for this purpose:

$(L/X)*Y = A$, where:

X = Proposed Total Fixed Price or Average Hourly Rate being scored
L = Lowest proposed Total Fixed Price or Average Hourly Rate scored
Y = Maximum possible points (190, 40 or 20 as appropriate)
A = Awarded points

EXAMPLE: The lowest proposed Average Hourly Rate is \$110.00 and the next lowest proposed Average Hourly Rate is \$120.00. The maximum possible points (20) are awarded to the lowest proposed Average Hourly Rate. Calculating the equation of $(\$110 / \$120 = .9166666) * 20 = 18.333332$ results in the award of 18.333332 Pricing/Cost points to the higher proposed Average Hourly Rate.

Phase 4: Ranking of Proposals

The points awarded to the Technical and Cost Proposals will be added together to determine the total score and the ranking of each Proposal.

Phase 5: Interview(s), if necessary. At DAS's discretion, an interview process with the top ranked Proposers may be conducted. If an interview process is initiated, the Evaluation Committee shall decide on the number of high-scored Proposers to be invited for an interview. The method of evaluation, content of interview questions, and other specifics shall be announced at the time Proposers are invited for interview. DAS is not responsible for any costs incurred by Proposers selected to interview.

Section 5. Selection and Award

5.1 Award Notification

DAS will contact and evaluate references as outlined in Section 4, above. In Agency's sole discretion, negative reference information that indicates Proposer's inability to perform the Work

in compliance with Project requirements may result in a Proposer's elimination from consideration. Unless eliminated by negative reference information, the final selection will be made based upon the highest Proposal score, or, if interviews are held, a combination of Proposal scores and interview results. Any Proposer awarded a contract as a result of this RFP must possess all permits and licenses and be currently in good standing, as necessary to perform the Work. DAS will notify the apparent successful Proposer and request a signed contract. If all Proposals are rejected, all Proposers will be promptly notified.

5.2 Disqualification

Any attempt by a Proposer to improperly influence a member of the Evaluation Committee during the Proposal review and evaluation process will result in the elimination of that Proposer's Proposal from consideration.

Section 6. Solicitation Schedule and Procedures

The following represents the proposed time line for the solicitation process for this project. Please Note: These dates represent a tentative schedule of events. DAS reserves the right to modify these dates at any time, with appropriate notice to prospective Proposers. All times are local (Pacific) times.

6.1. Schedule

Solicitation Application Period Opens	October 8, 2003
Mandatory Pre-Proposal Conference	October 24, 2003
Solicitation Protests Due Date and Time	November 5, 2003 by 4:00 PM
Closing Date and Time for Submittal of Proposals	November 19, 2003 by 4:00 PM
Notice of Award	To be Determined
Award Protests Due Date and Time	Seven (7) Calendar Days after Notice of Award by 4:00 PM
Contract Award / Notice to Proceed	To be Determined

6.2. Mandatory Pre-Proposal Conference

The State will conduct a mandatory pre-proposal conference for prospective Proposers at the Department of Employment Building in Salem, Oregon on Friday, October 24, 2003, starting at 1:00 P.M. (Pacific Time). This conference will last no longer than three (3) hours. Any statements made at this conference will not change Proposal requirements or specifications unless DAS issues an Addendum reflecting any such changes.

The Department of Employment Building is located at 875 Union Street NE, Salem, OR 97311. Agency will conduct the conference in the building's main auditorium.

NOTE: ATTENDANCE AT THE PRE-PROPOSAL CONFERENCE IS MANDATORY. PROPOSALS WILL NOT BE CONSIDERED FROM PROPOSERS WHO FAIL TO ATTEND.

6.3. Clarification Questions Relating to This Solicitation

Proposers may submit questions, including requests for explanations of the meaning or interpretation of provisions of this Solicitation ("Clarification Questions") at any time from release of the RFP to the deadline for Solicitation Protest submission (Section 6.4, below). DAS requests that Clarification Questions, including requests for change of particular provisions, specifications, or contract terms and conditions, be submitted in writing to the DAS Single Point of Contact as soon as possible. Proposers may submit questions to DAS State Procurement at 1225 Ferry Street NE, 2nd Floor, Salem, OR 97301 or transmit them via fax to (503) 373-1626 or by email to nicholas.betsacon@state.or.us. Direct all questions relating to this Solicitation to the solicitation Single Point of Contact, Nicholas Betsacon, DAS State Procurement Purchasing Analyst. Agency will distribute answers to Clarification Questions to all prospective Proposers who have requested and received a copy of the RFP and its Attachments from the Single Point of Contact, and will make them available to other Entities upon their request to the Single Point of Contact.

6.4. Protest of RFP

The Proposer may submit a written solicitation protest or request for change of particular provisions, specifications, or contract terms and conditions that must be received by the State no later than the date and time established in the Schedule at Section 6.1, above, as the deadline for Solicitation Protest submission. The protest or request for change shall state the reasons for the protest and any proposed changes to the RFP provisions, specifications or contract terms and conditions. Solicitation protests or requests for change must be submitted in writing in an envelope marked "Protest of RFP Provisions, Specifications or Contract Terms" and must be delivered via U.S. Mail or courier or hand-delivered to the address set forth in Section 6.3 of this RFP. Late, faxed or electronically transmitted protests will not be accepted.

6.5. Closing Date and Time for Submittal of Proposals

Proposals must be received by the solicitation Single Point of Contact no later than 4:00 p.m., Pacific Standard Time, on November 19, 2003 at: DAS State Procurement Office, 1225 Ferry Street NE, 2nd Floor, Salem OR 97301. Proposals may be delivered via U.S. Mail or courier, or hand-delivered. Please address Proposals to the attention of Nicholas Betsacon, DAS State Procurement Purchasing Analyst. Late, faxed or electronically transmitted protests will not be accepted.

6.6. Notice of Award

DAS State Procurement will notify the Apparent Successful Proposer and request that the Apparent Successful Proposer sign a Contract in substantially the form set forth as Attachment 1 attached to this RFP. If the Apparent Successful Proposer is not able to execute the Contract offered within ten (10) business days of Apparent Successful Proposer's receipt of the Contract, or such later date as DAS State Procurement may authorize, DAS may make another selection. If all Proposals are rejected, all Proposers will be promptly notified.

6.7. Award Protests

Every Proposer shall be notified of its selection status. A Proposer who claims to have been adversely affected or aggrieved by the selection of a competing Proposer shall have seven (7) calendar days after issuance of the Notice of Award to deliver, via U.S. Mail or courier, or by hand-delivery a written, signed protest to the address shown in Section 6.3. To be adversely affected or aggrieved, a Proposer must demonstrate that all higher ranked Proposals were ineligible for selection. DAS will not consider a protest submitted after the deadline. Protests shall be resolved according to Oregon Administrative Rules. Late, faxed or electronically transmitted protests will not be accepted.

6.8. Reservation of DAS Rights

DAS reserves all rights regarding this Solicitation, including, without limitation, the right to:

- a) Amend or cancel this Solicitation without liability if DAS determines that amendment or cancellation would be in the public interest;
- b) Reject any and all Proposals received by reason of this request without liability, if such rejection would be in the public interest. DAS is not responsible for any costs incurred by Proposers while submitting their Proposals, and all Proposers who respond do so solely at their own expense;
- c) Waive any minor irregularity, informality, or non-conformance with the provisions or procedures of this Solicitation, and to seek clarification of each Proposal, if required;
- d) Reject any Proposal that fails to substantially comply with all prescribed solicitation procedures and requirements;
- e) Negotiate a Statement of Work within the scope of work described in this Solicitation and to negotiate separately in any manner necessary to serve the best interest of the public;
- f) Amend any Contracts that are a result of this Solicitation;
- g) Engage contractors by selection or procurement independent of this Solicitation process and/or any Contracts under it;
- h) Extend any Contracts that are a result of this Solicitation without an additional solicitation process for the period(s), if any, described in Section 6.10;

- i) Enter into direct negotiations with the selected Proposer to negotiate the Statement of Work within the scope of work described in this RFP;
- j) Make the determination, in its sole discretion and judgment, whether a Proposer who receives the highest Cost Proposal score will be awarded a Contract under this RFP. Although price is a consideration when engaging a Proposer, the intent is to provide DAS with a Proposer who has a given level of specialized skill, knowledge and resources. Qualifications, performance history, expertise, knowledge and the ability to exercise sound professional judgment are primary considerations in the selection process. Due to the highly technical nature of some of these tasks, the Proposer with the lowest price or rate will not necessarily be awarded the Contract; and
- k) Investigate the references and the past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion of service on schedule, and its lawful payment of suppliers, subcontractors, and workers. State may postpone the award or execution of the Contract after the announcement of the apparent successful Proposer in order to complete its investigation. This investigation of references may include references other than those provided by Proposers as part of their Proposals. State may, in the exercise of its sole discretion, remove a Proposer from consideration based upon negative information from a reference regarding the Proposer's apparent ability to perform the planned Project Work.

6.9. Solicitation Amendments

Any interpretation, correction or change to this Solicitation will be made by written amendment or addendum and will be issued by DAS State Procurement. Interpretations, corrections or changes to this Solicitation made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections or changes.

6.10. Contract Form

The Proposal is an offer to enter into a Contract that, if accepted for award, binds the Proposer to a Contract and the terms and conditions contained in this RFP. A Proposer shall not make a Proposal contingent upon DAS's acceptance of specifications or Contract terms that conflict with or are in addition to those contained in the RFP. The Apparent Successful Proposer will be asked to sign a Contract substantially in the form that is attached as Attachment 1 to this RFP. The initial Contract period shall be for the earlier of 18 months following the Contract Effective Date or the date on which Agency accepts the Work as completed. DAS, at its option, may extend the Contract for three (3) additional periods of one (1) year each without further solicitation, if DAS determines that the work performance has been satisfactory. The additional periods of time shall be by amendment to the original Contract.

6.11. Withdrawal

If a Proposer wishes to withdraw a submitted Proposal, it must be withdrawn prior to the Closing Date and Time for Submittal of Proposals. A written request to withdraw must be signed by the

Proposer and submitted to the solicitation Single Point of Contact at the address specified in Section 6.3.

6.12. Release of Information

No information shall be given to any Proposer (or any other individual) relative to their standing with other Proposers during the Solicitation process.

6.13. Public Information

All Proposals are public information after the Proposals have been opened and all protests are public information after the protest period ends. However, copies of Proposals will not be provided until the evaluation process has been completely closed and an Apparent Successful Proposer has been selected. Copies of public information may be requested by any person. If any part of a Proposal or protest is considered a trade secret, the Proposer must clearly designate that portion as confidential in order to obtain protection, if any, from disclosure at the time of submission. See Oregon Revised Statutes 192.501(2) and 646.461 to 646.475. Application of the Oregon Public Records Law shall determine if the confidential information claimed to be exempt is in fact exempt from disclosure. In the event of a public records request, Proposers will be notified prior to the release of any information.

6.14. Cost of Proposals

All costs incurred in preparing and submitting a Proposal and participating in interviews, if required, in response to this Solicitation will be the responsibility of the Proposer and shall not be reimbursed by DAS.

6.15. Contractual Obligation

All Proposers who submit a Proposal in response to this Solicitation understand, acknowledge and agree that DAS is not obligated thereby to enter into an agreement with any Proposer and, further, has absolutely no financial obligation to any Proposer.

6.16. Recyclable Products

Proposers shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFP.

APPENDIX A

IT Architecture & Standards

Issue

The lack of a formalized, statewide information technology architecture and standards to reduce information technology costs, improve the availability and performance of applications, allow interoperability, improve the sharing of data, safeguard IT assets, and reduce staff training.

Where We Are Today

In August 2002, the Information Technology Executive Council (ITEC) requested the CIO Council (CIOC) to define common standards for technology for the state. The CIOC appointed an Architecture and Standards Committee to develop an enterprise-wide information technology architecture framework for Oregon State government.

The Oregon *Enterprise Information Resources Management Strategy* document, which was published in August 2002, outlines the goals and objectives for the enterprise information technology architecture as follows:

Goal I-1: The State will develop an enterprise technology architecture that articulates the State's technical direction and standards related to telecommunications systems, networks and equipment, security, disaster recovery, business continuation planning, and data management. This architecture will guide agency and multi-agency tactical plans and information technology operations. It will also enable collaboration with regional and multi-jurisdictional partners.

An enterprise-wide architecture is a logically consistent set of guidelines (concepts, principles, rules, policies, methodologies, interfaces, and standards) to use when building new information technology infrastructure or systems. This common set of principles and directions provides a framework for sharing services, information and data, and to provide information technology value to all State agencies and branches of government.

In February 2003, the CIOC Standards Committee completed Phase 1 of the State of Oregon Technical Architecture, including 1) a standards setting process, 2) the architecture scope, concepts, and objectives, and 3) the physical network architecture domain. Near consensus agreement was achieved in drafting the statement of architectural principles as well as broad agreement with the standards and guidelines. The CIOC and ITEC approved the work of the Committee. In April, the CIOC named the Security Domain Team and approved the project charter. The Team will develop the state's security architecture, including standards within the next three months.

Where We Want to Go

The State of Oregon intends to move to a common information technology model that will establish coordinated and common services; therefore, a method to express information technology strategy, policies, standards, and technical directions to the various agencies within the State is required. ITEC and CIOC are committed to craft an information technology architecture and standards working in a collaborative model with participation from leaders and technical experts of the information technology community within Oregon state government.

Agencies will seek to make their IT initiatives conform to accepted standards or work to change the standards. Architectures are not developed to bind organizations to inflexible rules; the goals of the architecture are coordination, simplification, improved performance, and greater efficiency. The architecture is intended to evolve as technology develops and as new initiatives emerge within the vast technology and organizational domains it spans.

What We're Doing to Get There

We know that an enterprise architecture approach will be difficult, complex, and challenging for many agencies. We anticipate that creation of a standard environment will not happen overnight. It will be an iterative process that evolves as business needs and technology evolves, and funding becomes available.

The next phases include developing the architecture and standards for other domains such as applications, information (data), platforms, and system management. The CIOC will appoint Domain Teams for each area and work will start early next biennium. The CIOC Architecture and Standards Committee will provide ongoing review of the newly developed standards to ensure their integrity, quality, and integration with the overall technical architecture. DAS IRMD will present the enterprise IT architecture and standards, as they are developed, to state agencies for review and comment. The CIOC and ITEC will have final approval. DAS will adopt and publish the approved standards, prepare statewide purchasing contracts for approved standards products, deliver training sessions for architecture standards, and enforce as appropriate. State agencies will comply with the technical architecture in the planning for, acquisition of, and use of information resources starting in the 2003-05 biennium.

Summary of IT Architecture Activities: Much work has been done to date, but much more needs to be done to develop a consistent statewide IT architecture.

- Develop IT architecture objectives in *Enterprise Information Resources Strategy* – Complete
- Form CIOC Architecture and Standards Committee – Complete
- Establish standards setting process – Complete

- Develop the framework, including scope, concepts, and objectives – Complete
- Establish the physical network architecture domain – Complete
- Establish the security architecture domain –Develop computer security policy, architecture and standards for state government.
 - ❑ Form a multi- agency security team – Complete
 - ❑ Develop security architecture and standards – Complete
 - ❑ Conduct Security Policy Gap Analysis – December 2003
 - ❑ Develop Cyber Security Implementation Plan – January 2004
 - ❑ Establish Information Security Program Office – March 2004
- Present the domain architecture and standards to state agencies for review and comment after each domain is developed – ongoing
- Adopt the approved standards, prepare statewide purchasing contracts for standards products, and deliver training sessions for architecture standards – ongoing
- Agencies comply with IT architecture and standards for building new IT infrastructure and systems – ongoing
- Establish the architectures for applications, information, platforms, and system management – December 2004

APPENDIX B

Consolidation Initiatives

The State CIO Council is actively engaged in several efforts to move the state to the environment envisioned by an enterprise-model. Several of those efforts are outlined below:

1. Network Consolidation – Oregon Statewide Unified Network (OSUN)
Consolidate state network structure to achieve efficiencies in operation; design the state network to provide data, voice and video services through the consolidated network.

- Establish network architecture and standards – Complete
- Form multi-agency Engineering Team – Complete
- Revise the Enterprise Network Services strategy – May 2003 – In process, major strategies identified, and document now being authored.
- Telephone system consolidation and integration – July 2003 – In process. Some major sub-projects complete, others now underway.

2. Data Center Consolidation:

In October 2002, a state agency team of subject matter experts was brought together to develop a concept paper (Data Center Study: Phase I). The objective of the concept paper was to identify a variety of future organizational options for the three primary data centers currently operated by DAS, DHS, and ODOT, as well as other data centers located throughout the State of Oregon, and to make further recommendations how best to proceed.

The concept paper was delivered in November 2002 and recommended that a Phase II Data Center Study be commenced to help determine if the current configuration of data center environments across the state is appropriate or if some form of consolidation could more fully leverage those resources.

Under the sponsorship of the CIO Council (CIO Council), a Phase II Data Center Study Steering Committee was formed in March of 2003. In April 2003, the Phase II Data Center Study project team was formed. These multi agency groups have been meeting bi-weekly and weekly, respectively, since that time to develop a scope statement and an integrated project plan to guide the effort, moving forward.

The Data Center Study Project Phase 2 objective is to determine the best model for organizing, standardizing, managing and operating central computing in Oregon state government.

The scope of this project “includes” the following items:

In Scope

- Participating Agencies
- Identify and analyze Central Computing (Data Center) Assessment and Consolidation efforts of other States
- Conduct an Inventory of Participating Agency central computing operations
- Perform a high-level analysis of potential application interactions between participating agency systems
- Identification of other opportunities to be considered for the Implementation Strategy
- Identify Barriers (Legislative, Funding, or Policy) for the options under consideration
- Complete Analysis and Formulate Recommendations
- Develop an Implementation Strategy
- Phase 2 inclusion of Options delineated in the Phase 1 recommendations

The scope of this project “excludes” the following items:

Out of Scope *

- Other Agencies not specifically identified.
- An Inventory or Analysis of other IT areas such as: security, and desktop computing, except as they relate to this project.
- A detailed Analysis of common applications that may be discovered during the project.

Stakeholders:

All agencies under the direct control of the Governor’s office.

3. In addition, other technologies and services have been identified as opportunities for consolidation which could begin as early as 03 – 05. These include but are not limited to:
 - Email (unified messaging) – consolidate the state’s multiple email systems into one. Initiate a project under the CIO Council leadership in the 03 – 05 biennium.
 - Office automation software – develop standards for commonly used personal computer software. Standards set by December 31, 2003.
 - Personal Computer Support – consolidate some hands-on personal computer technical support. This is dependent upon setting and implementing standards.

- Help Desk services – consolidate some help desk-type services for the support of common desktop software products and dispatch of support personnel. Implementation is dependent upon establishing standards and consolidating personal computer technical support.
- Basic and expanded disaster recovery – provide disaster recovery services for mission critical computing resources. DAS/IRMD has just signed a contract for basic disaster recovery services. Expanded disaster recovery services would be undertaken in the 05 – 07 biennium.

APPENDIX C

Information Technology Asset Management

Issue

The need for an information technology portfolio-based management program that can help the state manage its information technology investment better by:

- Providing improved links between IT investments and business plans
- Facilitating risk assessments of IT projects and planned investments in IT
- Improving the state's ability to leverage its purchasing power
- Improving the state's ability to ensure software license compliance
- Identifying projects that can cross agency and program lines to leverage resources
- Assisting in state government-wide planning for common, shared information technology infrastructure
- Assisting the state in setting a baseline for standards and for tracking progress towards standards
- Encouraging ideas from all agencies

Where We Are Today

The bulk of the work to date includes basic definitions of what needs to be accomplished, progress toward purchasing asset management tools, and progress toward implementation of asset management technology at individual pilot agencies. Activities completed or in progress include:

- Establishment of the asset management project charter and pilot project partner group (ODOT, DHS, OJD, DAS). Completed March 2001
- Project definition documents completed and approved. Completed June 2001
- Initial IT asset management assessments of pilot project partner group completed and reports under review. Completed January 2002
- Procurement documents for purchase of central asset management system complete but not released. In progress
- Initial analysis of data needs for reporting high-level asset management information at the state level. In progress
- Review of Remedy detailed data items for capture and reporting at the individual agency level. In progress
- Pilot state agencies are in various phases of implementation.

Where We Want to Go

The following items represent achievable activities looking at a twelve-month horizon:

- Get the asset management project in ODOT fully operational.
- Complete the definition of common data items for the enterprise asset repository. (Underway now via the Oregon Statewide Technical Architecture and Standards: IT Asset Management Domain Team)
- Based on the ODOT experience, develop recommended approach or road map to implementation that other state agencies could use.
- Set standards and establish a statewide purchase agreement for discovery tools, the asset management system and implementation services.
- Survey agencies again to gather portfolio information from more state agencies.
- Implement an enterprise IT asset repository at DAS (or ODOT in the interim).

What We're Doing to Get There (can occur on parallel tracks)

- Reconstitute pilot project workgroups and realign project under CIOC. (Underway now via the Oregon Statewide Technical Architecture and Standards: IT Asset Management Domain Team)
- ODOT phase one asset management system being implemented; implementation expected by end of November 2003.
- Conduct survey of all agencies to determine status of their asset management implementation efforts. (Underway now via the Oregon Statewide Technical Architecture and Standards: IT Asset Management Domain Team, and the DAS Information Resources Management Division)
- Revise state rules regarding requirements for asset tracking with state controller office and state audit division to align with industry best practice. (Underway now via the Oregon Statewide Technical Architecture and Standards: IT Asset Management Domain Team, and the DAS Information Resources Management Division)
- Acquire scalable asset management software (DAS budget package). (Underway now via the Oregon Statewide Technical Architecture and Standards: IT Asset Management Domain Team, and the DAS Information Resources Management Division)

APPENDIX D

ENVIRONMENTAL SCAN OF THE OREGON DATA CENTERS AS OF JULY 2003

1. OREGON DEPARTMENT OF TRANSPORTATION (ODOT)

Location: Salem, OR (In same Building with the DAS/General Government Data Center)

Floor-space: Approximately 6100 square feet of raised-floor computer room and nearly 1000 square feet of supply storage space. Approximate cost for both spaces averages \$7,000 per month.

Staffing: The enterprise server group consists of 12 computer operators and 7 technical support staff. Eight (8) dedicated technicians manage the server infrastructure. Additionally, network applications, such as email, virus control infrastructure, and MS SQL are managed by 13 specialized technicians.

The enterprise server and nearly 100 Intel based servers reside in various racks in the computer room, as does the heart of ODOT's networking infrastructure.

Enterprise server DASD is Hitachi 7700e technology with 1.8 Terabytes capacity. ODOT server disk storage utilization is 6.4 Terabytes. Intel based servers are backed up by the CommVault Galaxy backup solution. Enterprise server tape storage is managed via a StoragTek Powderhorn Silo with model 9840 tape transports. Both the DASD and silo are physically located in the DAS General Government Data Center (GGDC) computer room. ODOT owns the tape silo, while it leases the DASD from the GGDC.

ODOT manages its own Wide Area Network (WAN), connecting headquarters, region, branch, and DMV offices. This network uses Frame Relay and ATM. There are over 265 Local Area Networks (LAN's). ODOT has a routed network with CISCO routers, token ring, Ethernet and ATM switches.

ODOT business groups are standardized on Windows NT and migrating to Windows XP and DB2 is the primary RDBMS for enterprise server applications. There are approximately 4,700 personal computers and workstations in ODOT and over 4,100 electronic mail users. MS Exchange 5.5 is the standard e-mail facility. MS Office is used for word processing, spreadsheet, and presentation development. MS Outlook is used for personal productivity management.

ODOT's technical environment reflects the unique needs of its three primary lines of business: *DMV, Motor Carriers, and Transportation*. These three environments are tied together by a centrally managed infrastructure. DMV and Motor Carrier are point-of-sales and regulatory organizations. Transportation primarily covers highway design, construction and maintenance, with some inter-modal, growth management, and planning

functions associated. Their IT focus is centered on both enterprise server and client server environments.

DMV's IT needs focus on distributed customer service and centralized batch processing while *Motor Carrier* customers are commercial truckers who conduct their business while on the job. DMV's applications use MVS enterprise server processing on an IBM Z800 259 MIP copper-based CMOS processor. Code is COBOL with some specialized ASSEMBLER routines. Motor Carrier uses an INFORMIX database on the NT based imaging system. Online processing is done using CICS and 3270 emulation at the desktop. The server environment operates under Windows NT and Windows 2000, with some UNIX in various roles.

Transportation uses Intel based PC's for all desktop processing. It also supports the CAD and GIS environments and Intelligent Transportation and GPS Systems. Enterprise server, Client/Server, and PC-based applications are common (standardized). PowerBuilder is being used for many new applications, but legacy applications in Cobol are still plentiful. Other functions use both Windows NT Servers and Workstations. MS SQL Server is the defacto DBMS standard for NT Servers. DB2 is the standard for the enterprise server DBMS

2. DEPARTMENT OF HUMAN SERVICES (DHS)

Location: Salem, OR

Floor-Space: 15,233 square feet at main location and 884 square feet at the secondary location. The total square footage is 16,117.

Staffing: The DHS data center staff currently consists of 31 permanent full time positions and 1 temporary position.

The mainframe in the data center has migrated from a performance rating of 114 millions of instructions per second (MIPS) in 1994 to a current machine of 464 MIPS. The DHS mainframe evolved from having 1 Gigabyte (GIG) of memory in 1994 to its current 10 Gigabytes.

The disk storage needed to keep up to date information online has changed from the 196 Gigabytes in 1994 to the current 8.29 Terabytes (TB's). The disk storage is shared between the Mainframe environment and the Open Systems machines. To support the increased number of jobs with faster demand for tape mounts, and necessary backup needs for recovery, a tape silo was added to the Mainframe/Open Systems environment. The Open Systems consist of 30+ machines running Unix, IBM AIX, and Sun Solaris operating systems.

Because of the size and diverse needs of the Department of Human Services (DHS), data processing has evolved into the Office of Information Services (OIS). It is comprised of the following sections.

- **Technology and Strategy (T&S)**
The T&S section develops the strategic vision and plans for technology that guides the Office of Information Services and the Department of Human Services.
- **Computing Resource Management (CRM)**
The CRM group has responsibility for all computer resources and designated support functions. This includes the mainframe, and miscellaneous UNIX, and AS/400 midrange computers. CRM is responsible for system software technical support and the production and operation services functions.
- **Network and Desktop Services (NDS)**
The NDS group is responsible for the Wide Area Networks (WAN), the Local Area Network (LAN), and connectivity between all those areas. NDS also performs network monitoring and installation of PC's.
- **Information Systems Engineering (ISE)**
The ISE group is responsible for all development and maintenance of application software for DHS.

With a total biennial budget of \$129+ million and more than 300 employees, the Office of Information Services provides statewide services to more than 350 locations, including more than 140 DHS offices statewide, the Division of Child Support, a Division of the Department of Justice, the Employment Department, cities, counties, other computer centers, other state agencies, other states, private hospitals, district attorney's offices, and other entities. OIS serves over 9,700 DHS users, maintains and supports over 8,500 computer devices, technical support for the security of data and reliability of over 15,500 databases and files, and manages more than 500 network connections.

3. DAS GENERAL GOVERNMENT DATA CENTER (GGDC)

Location: Salem, OR (In same Building with the ODOT Data Center)

Floor-Space: 3,180 square feet.

Staffing: The GGDC staff are divided into two major computing platform groups (z/OS Systems and Open Systems), a Customer Technical Assistance group (CTAG), an off-site backup and archive center (Burns), and a Customer Relations Management and Planning (CRM/P) group. The z/OS Systems group has a staff of 15, plus the z/OS Systems Manager and one vacancy. The Open Systems group has a staff of 12, plus the Enterprise Services Manager. The CTAG group has a staff of four, plus the CTAG team lead. The Burns Archive Center has a staff of three. The CRM/P group has a staff of three, plus the CRM/P manager and one part-time employee. There is one executive support staff position reporting to the GGDC manager.

The General Government Data Center (GGDC) is a section within DAS IRMD. GGDC's computing environment is a multi-platform data center, delivering information

technologies and hosting services to the State of Oregon Enterprise, including agencies, boards, commissions, and municipalities.

Current operating system environments include IBM z/OS, IBM AIX, Sun Microsystems Solaris, and Microsoft Windows 2000 Server. The technical infrastructure includes IBM, Sun Microsystems, Dell, Hitachi, McData, Nokia, F5 Networks, Cisco, Veritas, and StorageTek. Network architecture consists of Cisco enterprise switches, F5 Networks load balance appliances, and redundant pairs of Nokia firewall appliances, running Checkpoint firewall software.

The z/OS Systems Group operates an IBM z800, 160MIP, copper-based CMOS processor. The z800 server supports mission applications in DB2, IMS, CICS, TSO Roscoe, batch, and LINUX environments. The z800 server is also configured to support applications developed using JAVA, WebSphere Application Server and WebSphere MQSeries, Oracle Gateway Client, and the CICS Transaction Gateway. Enterprise storage environment consists of Hitachi 9960 and 7700E storage processor and StorageTek virtual tape system technologies.

The Open Systems Group operates UNIX and Microsoft Windows 2000 Server environments. The UNIX environment (Solaris and AIX) offers DB2 and Oracle database hosting; WebSphere, ColdFusion, and Oracle 9iAS application server hosting; and web-enabled services. The Microsoft hosting environment offers Microsoft SQL Server database hosting; ColdFusion and ASP application server hosting; and web-enabled services. Enterprise SAN storage consists of Hitachi 9960 storage processor and McData Fibre switch technologies. Veritas Cluster Server technology provides a High Availability (HA) production environment. Additionally, GGDC operates a Citrix Metaframe farm to deploy select applications.

The Open Systems environment consists of the following:

- Sun Solaris server farm, consisting of 50 servers, ranging from Netra to E4500 servers;
- IBM p670 AIX mid-range server, with dynamic LPAR technology; and
- Microsoft Windows 2000 Server farm, consisting of 20 Dell servers, and an IBM X440 multiple VM-enabled server.

Additional services offered through the GGDC include secure and high availability solutions and backup and recovery services to State Agencies via the Burns Archive Center. The Burns Archive Center is an automated off-site backup and recovery system for LAN and mid-range servers. GGDC processes 300 to 600 production batch jobs per day; 350,000 to 400,000 CICS transactions per day; and manages 9 terabytes of DASD and SAN storage, 75 terabytes of tape storage at Burns, and 50 terabytes of tape storage at the GGDC via StorageTek Powderhorn tape silo technology. The GGDC operates twenty-four hours per day, seven-days per week.

Operational Costs (Estimates)

Data Center	Number of Staff	Hardware/Software	Facilities	Staffing Costs	Total
ODOT*	40	6,279,287	408,000	6,178,673	\$ 12,865,960
DHS*	31	5,800,000	500,000	4,573,365	\$ 10,873,365
DAS-GGDC *	38	6,588,637	556,797	5,974,435	\$ 13,119,869
Total					\$ 36,859,194

***Notes:**

ODOT:

- **HARDWARE/SOFTWARE** figure is directly from *Data Processing* line item in each crew's budget. The vast majority of this amount is maintenance.
- **FACILITIES** figure accounts for space rent for the 40 personnel, including the ODOT computer room, cubicle space, and electricity for both.
- **STAFFING COSTS** is the entire *Personal Services* amount for the 40 personnel.

DHS:

- **Hardware/Software** cost is inclusive of maintenance, usage charges, and capital outlay.
- **FACILITIES** are payments to DAS for lease
- **STAFFING COSTS** are fully loaded.
- **Not included** are supplies, contracted services, network costs from other sections.

DAS GGDC:

- **Hardware/Software** for all UNIX platforms, Microsoft platforms, and mainframe maintenance, network equipment within GGDC, capital outlay, and lease/rentals.
- **FACILITIES** are for rent, other rent and electricity.
- **STAFFING COSTS** are fully loaded.

APPENDIX E
Oregon Revised Statute Text

ORS 184.305, 184.473 – 184.477: <http://www.leg.state.or.us/ors/184.html>

184.305 Oregon Department of Administrative Services. The Oregon Department of Administrative Services is created. The purpose of the Oregon Department of Administrative Services is to improve the efficient and effective use of state resources through the provision of:

- (1) Government infrastructure services that can best be provided centrally, including but not limited to purchasing, risk management, facilities management, surplus property and motor fleet;
- (2) Rules and associated performance reviews of agency compliance with statewide policies;
- (3) Leadership in the implementation of a statewide performance measurement program;
- (4) State employee workforce development and training;
- (5) Personnel systems that promote fair, responsive and cost-effective human resource management;
- (6) Objective, credible management information for, and analysis of, statewide issues for policymakers;
- (7) Statewide financial administrative systems; and
- (8) Statewide information systems and networks to facilitate the reliable exchange of information and applied technology. [1969 c.80 §1 (1), (2), (3); 1971 c.57 §9; 1993 c.18 §32; 1993 c.500 §2]

184.473 Definitions for ORS 184.475 and 184.477. As used in ORS 184.475 and 184.477:

- (1) "Information technology" includes, but is not limited to, all present and future forms of hardware, software and services for data processing, office automation and telecommunications.
- (2) "State agency" includes every state officer, board, commission, department, institution, branch or agency of the state government whose costs are paid wholly or in part from funds held in the State Treasury, except the Secretary of State, the State Treasurer, the Legislative Assembly, the courts and their officers and committees. [2001 c.936 §1]

184.475 Information technology portfolio-based management; inventory; standards; rules; exception.

- (1) The purposes of information technology portfolio-based management are to:
 - (a) Ensure that state agencies link their information technology investments with business plans;
 - (b) Facilitate risk assessment of information technology projects and investments;
 - (c) Ensure that state agencies justify information technology investments on the basis of sound business cases;

- (d) Ensure that state agencies facilitate development and review of information technology performance related to business operations;
 - (e) Identify projects that can cross agency and program lines to leverage resources; and
 - (f) Assist in state government-wide planning for common, shared information technology infrastructure.
- (2) The Oregon Department of Administrative Services shall integrate state agency strategic and business planning, technology planning and budgeting and project expenditure processes into the department's information technology portfolio-based management.
- (3) In cooperation with state agencies, the department shall conduct and maintain a continuous inventory of each state agency's current and planned investments in information technology, a compilation of information about those assets and the total life cycle cost of those assets. The department shall develop and implement state government-wide standards, processes and procedures for the required inventory and for the management of the state government-wide information technology portfolio. State agencies shall participate in the information technology portfolio-based management and shall comply with the standards, processes and procedures established by the department under this subsection. The provisions of this subsection do not relieve any state agency from accountability for equipment, materials, supplies and tangible and intangible personal property under its control.
- (4) The department shall ensure that state agencies implement portfolio-based management of information technology resources in accordance with this section and with rules adopted by the Director of the Oregon Department of Administrative Services.
- (5) This section does not apply to competitive research grants and contracts at institutions of higher education listed in ORS 352.002.
- (6) In implementing the provisions of this section, the department shall submit state government-wide policies for review to the Joint Legislative Committee on Information Management and Technology. [2001 c.936 §2]

184.477 Enterprise management; plan for management of distributed information technology assets; standards; exception.

- (1) The purpose of enterprise management is to create a plan and implement a state government-wide approach for managing distributed information technology assets to minimize total ownership costs from acquisition through retirement, while realizing maximum benefits for transacting the state's business and delivering services to its citizens.
- (2) With input and recommendations from state agencies, the Oregon Department of Administrative Services shall develop a plan for the state government-wide management of distributed information technology assets. The plan shall prescribe the state government-wide infrastructure and services for managing these assets. The plan shall be submitted to the Joint Legislative Committee on Information Management and Technology for review.

(3) Following review by the Joint Legislative Committee on Information Management and Technology, the department shall ensure state agency implementation of the plan, including the development of appropriate standards, processes and procedures.

(4) State agencies shall participate in the enterprise management of information technology assets and shall comply with the standards, processes and procedures of the department.

(5) This section does not apply to competitive research grants and contracts at institutions of higher education listed in ORS 352.002. [2001 c.936 §3]

ORS 283.140: <http://www.leg.state.or.us/ors/283.html>

283.140 Central telephone, telecommunications, mail, shuttle bus and messenger service for state agencies; costs; rules.

(1) The Oregon Department of Administrative Services shall exercise budgetary management, supervision and control over all telephone and telecommunications service for all state agencies. The department may operate central mail, shuttle bus or messenger services for agencies located in Salem, Portland or other cities, where it would be economical so to do. The cost of maintaining and operating any central telephone exchange, switching system, network service and facility, intercity or intracity network trunk or line or switchboard, or the cost of mail, shuttle bus and messenger services, shall be charged to the various agencies served and paid to the department in the same manner as other claims against the agencies are paid.

(2) If the department operates central mail service, it shall:

(a) Approve or disapprove all state agency mail equipment or mail service acquisitions.

(b) Report biennially to the Director of the Oregon Department of Administrative Services on opportunities for savings through state agency mail room centralization, consolidation and automation and through mail route coordination.

(3) The department shall adopt rules pursuant to which persons associated with government either temporarily or otherwise, including but not limited to unsalaried volunteers, part-time employees, contractors with the state and employees of contractors, political subdivisions and the federal government may use shuttle bus services.

(4) For the purposes of this section, "telecommunications" means media that communicate voice, data, text, images or video over a distance using electrical, electronic or light wave transmission media. [Formerly 291.660; 1971 c.110 §1; 1977 c.92 §1; 1993 c.724 §15; 1995 c.452 §15]

ORS 283.500 – 283.510: <http://www.leg.state.or.us/ors/283.html>

283.500 Policy. The Legislative Assembly declares it to be the policy of the State of Oregon:

(1) To use information technology in education, health care, economic development and government services to improve economic opportunities and quality of life for all Oregonians regardless of location or income.

(2) To stimulate demand to encourage and enable long-term infrastructure innovation and improvement.

- (3) That telecommunications planning process shall:
- (a) Organize users in new ways to aggregate demand, reduce costs and create support networks;
 - (b) Encourage collaboration between communities of interest by geographic area and economic sector; and
 - (c) Encourage competition among technology and service providers. [1995 c.634 §1]

Note: 283.500 to 283.520 were enacted into law by the Legislative Assembly but were not added to or made a part of ORS chapter 283 or any series therein by legislative action. See Preface to Oregon Revised Statutes for further explanation.

283.505 Coordination of telecommunications systems.

(1) The Oregon Department of Administrative Services shall coordinate the consolidation and operation of all telecommunications systems used by the state and state agencies. Notwithstanding any other provision of law, no agent or agency of the state shall construct, purchase or otherwise gain access to a telecommunications system without the prior approval of the department.

(2) The department shall coordinate the consolidation and operation of emergency telecommunications systems used by the state and state agencies. The provisions of this section shall not be construed to require consolidation of telecommunications systems used by emergency service providers, as defined by the department, into nonemergency networks. [1995 c.634 §2]

283.510 Acquisition of advanced digital communication network.

(1) As used in this section:

(a) "Advanced digital communications" means equipment, facilities and capability to distribute digital communications signals for the transmission of voice, data, image and video over distance.

(b) "Telecommunications provider" means any person capable of providing advanced digital communications including, but not limited to, a telecommunications utility as defined in ORS 759.005, a competitive telecommunications provider as defined in ORS 759.005, a cable television provider or an interstate telecommunications provider.

(2) Notwithstanding ORS 279.005 to 279.111 and 279.310 to 279.323, the Oregon Department of Administrative Services by contract shall acquire advanced digital communications services from telecommunications providers or a consortium of such providers. Contracts under this section shall provide that all responsibility for construction, installation, operation and maintenance of the network shall remain with the contracting provider.

(3) Upon installation of an advanced digital communications network, the Oregon Department of Administrative Services shall provide all telecommunications services and operations for the state and its agencies. The department shall not approve the procurement of any telecommunications system or equipment that is incompatible with the network. [1995 c.634 §3]

ORS 291.038: <http://www.leg.state.or.us/ors/291.html>

291.038 State agency planning, acquisition, installation and use of information and telecommunications technology; integrated videoconferencing; on-line access service; Stakeholders Advisory Committee; rules.

(1) The planning, acquisition, installation and use of all information and telecommunications technology by state government and its agencies shall be coordinated so that statewide plans and activities, as well as those of individual agencies, are addressed in the most integrated, economic and efficient manner. To provide policy direction for and coordination of information technology for state government, the Director of the Oregon Department of Administrative Services shall chair and appoint not fewer than five agency executives to an Information Resources Management Council. The council membership shall include at least two members representing the private sector and political subdivisions of the state.

(2) To facilitate accomplishment of the purpose set forth in subsection (1) of this section, the Oregon Department of Administrative Services shall adopt by rule policies, procedures, standards and guidelines to plan for, acquire, implement and manage the state's information resources. In developing rules, the department shall consult with state agencies having needs that may be satisfied by use of information resources. State agencies shall cooperate with the department in preparing and complying with rules. The rules must be formulated to promote electronic communication and information sharing among state agencies and programs and between state and local governments, and with the public where appropriate.

(3) Rules, plans and specifications shall be formulated to insure that information resources fit together in a statewide system capable of providing ready access to information, computing or telecommunication resources. Rules, plans and specifications shall be based on industry standards for open systems to the greatest extent possible. Prior to adoption of rules referred to in subsection (2) of this section, the Oregon Department of Administrative Services shall present the proposed rules to the appropriate legislative committee. The Oregon Department of Administrative Services shall have the review and oversight responsibility for insuring that agencies' planning, acquisition and implementation activities support the statewide information resources management plan. The department shall be responsible for the fair and competitive procurement of information technology consistent with the rules of the department. The State Board of Higher Education shall be responsible for the fair and competitive procurement of information technology for the Oregon University System consistent with rules of the Oregon Department of Administrative Services.

(4)(a) It is the policy of the State of Oregon that state government telecommunications networks should be designed to provide state-of-the-art services where economically and technically feasible, using shared, rather than dedicated, lines and facilities.

(b) The Oregon Department of Administrative Services shall, when procuring telecommunications network services, consider the achievement of the economic development and quality of life outcomes contained in the Oregon benchmarks.

(5)(a) The Oregon Department of Administrative Services, upon request, may furnish and deliver statewide integrated videoconferencing and statewide on-line access service to any public or private entity that primarily conducts its activities for the direct good or benefit of the public or community-at-large in providing educational, economic development, health care, human services, public safety, library or other public services. The department shall adopt rules with respect to furnishing the service.

(b) The department shall establish the statewide integrated videoconferencing and statewide on-line access user fees, services, delivery, rates and long range plans in consultation with the Stakeholders Advisory Committee created pursuant to this section. The rates shall reflect the department's cost in providing the service.

(c) The department by rule shall restrict its furnishing or delivery of Internet access service to private entities when the service would directly compete with two or more local established providers of such services within the local exchange telecommunications service area.

(d) The rates and services established and provided under this section shall not be subject to the regulation or authority of the Public Utility Commission.

(6)(a) There is created the Stakeholders Advisory Committee, consisting of a minimum of nine members appointed by the Director of the Oregon Department of Administrative Services. In making appointments, the director shall give consideration to geographic balance and adequate representation of the department's users and providers and the general public.

(b) The Stakeholders Advisory Committee shall consist of members who represent elementary or secondary education, higher education, community colleges, economic development, health care, human services and public safety. At least four members shall reside in areas east of the Cascade Mountains.

(c) The term of office of each member is three years, but a member serves at the sole discretion of the director. The director shall appoint a successor to a member before the expiration of the term of the member. A member is eligible for reappointment. If a position on the Stakeholders Advisory Committee is vacant for any cause, the director shall make an appointment to the position, immediately effective for the unexpired term.

(d) A member of the Stakeholders Advisory Committee is entitled to travel expenses pursuant to ORS 292.495. Members of the Stakeholders Advisory Committee are not entitled to compensation.

(e) The director may establish additional advisory and technical committees as the director considers necessary to aid and advise the Stakeholders Advisory Committee in the performance of its functions.

(f) The director may delegate to the State Chief Information Officer any of the duties, functions or powers imposed upon the director by this subsection.

(7) Any organization or organizations recognized as tax exempt under section 501(c)(3) of the Internal Revenue Code of 1986 that primarily conduct activities for the direct good or benefit of the public or community at large in providing educational, economic development, health care, human services, public safety, library or other public services and have formed an affiliation with one or more federal, state or local governmental units within this state may make application to the department for designation as a community of interest. The application shall be in such form and shall contain such information regarding the governmental affiliation relationship, the tax exempt status of each

organization and the public benefit services to be provided as the department may prescribe. The department shall establish an application review and appeal process to ensure that designation of those organizations as a community of interest for the purposes of including the organization in telecommunications contracts under ORS 283.520 will result in providing educational, medical, library or other services for public benefit.

(8) As used in this section:

(a) "Advanced digital communications" means equipment, facilities and capability to distribute digital communications signals for the transmission of voice, data, image and video over distance.

(b) "Information resources" means media, instruments and methods for planning, collecting, processing, transmitting and storing data and information, including telecommunications.

(c) "Information resources management" means the state's program for managing data and information in its various forms in furtherance of program and agency objectives, and in such a way that agency employees are able to obtain and use information easily, efficiently, effectively and economically.

(d) "Information technology" includes, but is not limited to, all present and future forms of hardware, software and services for data processing, office automation and telecommunications.

(e) "Data" and "information" represent facts and representations about the state's human, natural and commercial resources.

(f) "Open systems" means systems that allow state agencies freedom of choice by providing a vendor-neutral operating environment where different computers, applications, system software and networks operate together easily and reliably.

(g) "State-of-the-art services" includes advanced digital communications.

(h) "Telecommunications" means the hardware, software and services for transmitting voice, data, video and images over a distance.

(i) "Statewide integrated video-conferencing" means a statewide electronic system capable of transmitting video, voice and data communications.

(j) "Statewide on-line access" means electronic connectivity to information resources such as computer conferencing, electronic mail, databases and Internet access.

(k) "Internet access service" means electronic connectivity to the Internet and its services. [1967 c.419 §11; 1985 c.594 §1; 1991 c.531 §2; 1993 c.724 §§14,14a; 1995 c.612 §19; 1997 c.484 §2; 1997 c.684 §2]

**ATTACHMENT 1
SAMPLE CONTRACT FORM**

**MADE AVAILABLE IN A SEPARATE DOCUMENT FOR
CONVENIENCE OF REVIEW**

ATTACHMENT 2

NOTICE OF INTENT TO DEVELOP AND SUBMIT A PROPOSAL TO RFP #10700053-03

COMPUTING AND NETWORKING INFRASTRUCTURE CONSOLIDATION CONSULTANT

This is to notify the State of Oregon, Department of Administrative Services (DAS), of this Proposer's intention to develop a proposal in response to **RFP #10700053-03**. It is understood that this Notice of Intent is not binding on either party but simply alerts DAS of the Proposer's intentions and assures that the Proposer will receive all further correspondence on this RFP.

Name of Proposer: _____

Address: _____

City: _____ State: _____

Zip: _____

Telephone: _____

FAX: _____

E-mail Address: _____

Name of person authorized to sign for Proposer:

THIS NOTICE SHOULD BE RETURNED WITHIN SEVEN (7) DAYS OF RECEIPT OF THIS RFP TO:

Nicholas J. Betsacon, Purchasing Analyst
Oregon Department of Administrative Services
State Procurement Office
1225 Ferry Street SE
Salem, Oregon 97301
Phone: 503.373.1189
Fax: 503.373.1626
E-mail: nicholas.betsacon@state.or.us

ATTACHMENT 3

Request and Authorization to Release Information, Release of Liability/Claims, and Agreement not to Sue for RFP # 10700053-03

(This form will be provided to Proposer's references)

To Whom It May Concern:

I the undersigned, have submitted a response to a Request for Proposal (RFP) to contract with the State of Oregon, Department of Administrative Services. I request and authorize you to furnish to the Oregon Department of Administrative Services ("DAS") any and all information you may have regarding my firm's engagement, including but not limited to, evaluations or assessments of my firm's performance. I request and authorize you to provide the information requested or to participate in a phone or in-person interview with a representative of DAS.

In consideration of your cooperation with this request, I hereby release you, and any and all other persons employed by or connected with your agency and/or organization from any and all liability and/or claims now or in the future arising from the furnishing of any information, including good faith expressions of opinion, to DAS as requested. I further agree not to sue DAS, you, or any and all other persons employed by or connected with your agency/organization as a result of the furnishing of any information, including good faith expressions of opinion, to DAS.

I am aware and understand that the information and good faith opinions furnished to DAS pursuant to this request will remain confidential with DAS if requested by you, and will not be disclosed to me or to any other person, except as required by law.

Name (Please Print) Signature

Date

Note: Photocopy or Fax reproduction of this request shall be for all intents and purposes as valid as the original. You may retain this form for your files.

ATTACHMENT 4

Corporate Reference Form

PROPOSER REFERENCE # _____

FIRM NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

Position Title:

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

TYPE OF ORGANIZATION (Government, Private Sector, etc.): _____

NUMBER OF EMPLOYEES: _____

OVERVIEW OF CUSTOMER'S NEEDS AND OBJECTIVES FOR PROVIDED SERVICES _____

Service Implementation Date(s) _____

Other Information: _____

ATTACHMENT 5

Glossary for RFP 10700053-03 and Sample Contract

The “Glossary” reflects the acronyms and definitions used in the RFP and the Sample Contract Form (Attachment 1).

“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”.

“Addendum” or **“Addenda”** means an addition or deletion to, a material change in, or clarification of, the RFP. Addenda shall be labeled as such and shall be made available to all interested Proposers.

“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 (of the Sample Contract).

“CNCA” means the Computing and Networking Infrastructure Consolidation Alternatives to be analyzed and evaluated by Contractor.

“CIOC” means Chief Information Officer Council.

“Closing” means the date and time set in the RFP for Proposal submission, after which Proposals may not be submitted, modified or withdrawn by Proposer.

“Confidential Information” is defined in Section 7.1 (of the Sample Contract).

“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 (regarding the Sample Contract Form).

“Contractor” or **“Consultant”** means the prime contracting Entity with whom the State enters into the Contract.

“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.

“Current IT Model” means Oregon’s current IT architecture, governance, organization and environment (i.e., the current information processing environment, including without limitation technical, staffing, and cost data).

“DAS” means the Oregon Department of Administrative Services.

“DAS IRMD” means the DAS Information Resources Management Division.

“DAS SPO” means the DAS State Procurement Office.

“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 (of the Sample Contract Form).

“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) December 8, 2003 or (b) the date on which this Contract is fully executed and approved in accordance with applicable laws, rules and regulations.

“Entity” means a natural person with legal capacity to contract, sole proprietorship, limited liability company, corporation, partnership, limited liability partnership, limited partnership, profit or non-profit unincorporated association, business trust, two or more persons each with legal capacity to contract and having a joint or common economic interest, or any other person with legal capacity to contract, or a government or governmental subdivision.

“Future IT Model” means Oregon’s recommended future IT architecture and environment (i.e., the recommended computing and networking infrastructure environment, including without limitation technical, staffing, and cost data).

“GANTT Chart” means a bar graph or other graph that helps plan and monitor project development or resource allocation on a horizontal time scale. Gantt charts are used to indicate and monitor diverse aspects of project management, including without limitation: the exact duration of specific tasks, the relationship between tasks, planned and actual completion dates, cost of each task, the person or persons responsible for each task, and the milestones in a project’s development.

“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 (of the Sample Contract).

“IRMC” means Information Resource Management Council.

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

“Maximum Not-To-Exceed Compensation” is defined in Section 5.1 (of the Sample Contract).

“Network Consolidation” means the unification of two or more similar networks for the purpose of efficiency in transport or management.

“Opening” means the same date and time set for Closing.

“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 (of the Sample Contract).

“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 (of the Sample Contract).

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

“Proposal” means (1) the Proposer's written offer submitted in response to the RFP, including all necessary attachments, and (2) Consultant’s proposal in response to the RFP, which is attached hereto as Exhibit C (of the Sample Contract Form).

“Proposer” means the Entity that submits a Proposal in response to the RFP.

“Request for Proposals” or **“RFP”** means the entire solicitation document, including all Addenda, appendices, attachments, exhibits, parts and sections.

“Responsive Proposal” means a proposal that substantially complies with applicable solicitation procedures and requirements and the RFP.

“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.

“SOEN” means State of Oregon Enterprise Network.

“State” means the State of Oregon acting by and through DAS and/or other State Agencies in this procurement. State is synonymous with "Buyer" as defined in the Uniform Commercial Code at ORS 72.1030(a) with respect to any goods purchased under the Contract.

“State Agency” means every board, commission, department, or agency of the State of Oregon, whose costs are paid, in whole or in part, from funds held in the State Treasury.

“SGD” means State Generated Document(s).

“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 (of the Sample Contract).

“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.

“WBS” means Work Breakdown Structure. A WBS is the result of project/program planning that establishes the physical work packages or elements and the activities within

those packages that completely define a project. The WBS organizes the physical work packages into levels that can be developed into a summary.

“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.