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**The State of Oregon
Department of Human Services
Office of Contracts and Procurement
On Behalf of
Seniors and People with Disabilities Division**

Issues the Following

Request for Proposals

for

Aging and Disability Resource Centers Software and Services

RFP #2974

Date of Issuance: **March 12, 2010**

Proposals Due by: **April 13, 2010, 2:00 P.M.** Local Time, at the issuing office. Postmarks and faxes will not be considered.

Proposal Public Opening: **April 13, 2010, 3:00 P.M.** Local Time, at issuing office in Room 465.

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SECTION 1 – PURPOSE/OVERVIEW

1.1. Introduction

DHS requests proposals from qualified vendors to provide:

- An existing, configurable, web-based application consisting of a customer-facing website;
- a resource database and a call and contact module;
- services needed to customize application to meet DHS' needs;
- services needed to configure, populate, test, and deploy the application
- training for end-users; and
- services needed to host and maintain all parts of the application.

Oregon prefers a solution that is a Software as a Service (SaaS) model of configuration, deployment, licensing, support, hosting, operations and maintenance. However, DHS also understands there are a wide variety of possible solutions for this Request for proposals (RFP) that may be proposed. The intent of this RFP is to allow the Proposers to submit their best proposal to meet DHS' needs.

The intent of this RFP is to award a Contract to the Proposer that proposes an application and Services that conforms to this Request for Proposals and is most advantageous to the state. The application and Services that DHS will regard as most advantageous is an application and Services that:

- Meets DHS requirements and functions, as described in this RFP.
- Best satisfies the requirements for the tasks, schedule and Deliverables, as set forth in this Scope of Work with minimum or no modifications to the Proposer's application.
- Can be successfully implemented in the shortest amount of time.
- Is most economical with respect to the short-term purchase and implementation costs, and longer term maintenance and upgrade costs.
- Is most user-friendly for all users external and internal yet meets industry Best Practices and Security standards.

DHS expects to award a single contract for the period **May 3, 2010** through **September 1, 2011**, with a possible optional five (5), one (1) year renewals.

All persons or firms submitting proposals are referred to as Proposers in this RFP; after execution of a contract, the awarded Proposer will be designated as Contractor.

1.2. Background

Since early fall 2007, Oregon's Area Agencies on Aging (AAAs) and DHS Seniors and People with Disabilities (SPD) have been planning the development of a comprehensive and statewide network of resources to provide early support to individuals and their families. Each Oregonian who chooses will have easy access to long-term support resources, including comprehensive information, awareness, education, and guided assistance. The goal is to honor and support the desire of individuals with disabilities or who are aging to remain independent, healthy, safe and active in their home communities, and to avoid institutionalized forms of long-term services and supports, whenever possible.

The network envisioned will be known as Oregon's Aging and Disability Resource Center (ADRC) and will serve any senior (60+) or younger person with physical disabilities without regard to income.

This RFP is being issued by Oregon Department of Human Services (DHS) for the purpose of obtaining an application which includes the following: (a) a commercially available, web-based application consisting of a customer-facing website, a resource database and a call and contact module with the potential for Services needed to customize it to meet DHS' needs; (b) the Services needed to configure, populate, test, and deploy the application and train end-users; and (c) the Services needed to host and maintain all parts of the application.

DHS envisions that the application will assist older adults, adults of all ages who have disabilities, and their caregivers to make life decisions by providing access to a wide assortment of information about services and resources available in Oregon and elsewhere. The website, the resource database, and the call and contact module will support the work of Aging and Disability Resource Centers (ADRC), which are being established in selected areas for the state to provide information, counseling and assistance. The program is jointly sponsored by the federal Administration on Aging (AoA) (<http://www.aoa.gov/>) and the Centers for Medicare and Medicaid Services (CMS) (<http://www.cms.gov/>), both part of the U.S. Department of Health and Human Services. ADRCs are also a part of the President's Long Term Care Re-balancing Initiative and New Freedom Initiative (<http://www.cms.gov/newfreedom>).

The application shall be hosted by the Proposer, on the Proposer's equipment. The application shall operate behind a firewall and will not be readily accessible from external, non-Oregon state entities.

DHS intends to pay Contractor upon receipt and acceptance of Contractor's monthly invoices for Deliverables completed during the previous subject month.

1.3. Definitions

For purposes of this RFP and the resulting contract, if any, the terms below shall have the following meanings:

AAA	- Area Agencies on Aging
ADRC	- Aging and Disability Resource Centers
AoA	- Administration on Aging
CMS	- Centers for Medicare and Medicaid Services
Deliverable(s)	- Services and all Software that Contractor is required to deliver to Agency under this Contract.
DHS	- Oregon Department of Human Services
Proposal	- Proposer's proposal in response to the RFP.
Services	- All effort to be expended by Contractor as set forth in the Statement of Work and the Maintenance, Hosting and Support Agreement including but not limited to delivery, installation, configuration, implementation (collectively "installation"), warranty, maintenance and support of the Software.
SPD	- Seniors and People with Disabilities division of DHS
System	- The software application identified in the Scope of Work that the Contractor is required to configure and deliver or otherwise make available to Agency under the resulting Contract, if any.

1.4. Overview

Most of the information accessible through the website is expected to be included in the database supporting the application. Links to other agencies and community partners will be included on the website. Guidance related to the website's content and links will be provided by a variety of interested

parties including several Oregon State agencies, and several advisory committees established by DHS. Final direction will be from DHS.

To ensure that the information returned to a user is relevant and helpful, the application will present users with a logical and simple to use web-based interface for soliciting information about the user's needs. The user's criteria will then be used to filter the data available in the application's database and return pertinent information.

In the event a user is not able to access the website, a call and contact module will be implemented to provide information and assistance to the contact to record information about the contact, the client or the caregiver and their needs through easy to use data web pages. The agent will record the contact's information and search the application for the answers to the user's questions and/or provide further assistance about programs and providers.

The intent of this RFP is to award a Contract to the Proposer with a Proposal that proposes an application and Services that conforms to this Request for Proposals and is most advantageous to the state. The application and Services that DHS will regard as most advantageous is an application and Services that:

- Meets DHS requirements and functions, as described in this RFP.
- Best satisfies the requirements for the tasks, schedule and Deliverables, as set forth in this Scope of Work with minimum or no modifications to the Proposer's application.
- Can be successfully implemented in the shortest amount of time.
- Is most economical with respect to the short-term purchase and implementation costs, and longer term maintenance and upgrade costs.
- Is most user-friendly for all users external and internal yet meets Best Practices and Security standards.

The purpose of the Contractor's work is to:

- Achieve a successful implementation, on time and on budget;
- Implement a fully functioning ADRC software System that meets Oregon requirements;
- Provide operations and maintenance assistance, if requested by DHS;
- Support business transition tasks; and.
- Provide training necessary to ensure effective use and reliable operation of the new ADRC software.

1.5. Authority

DHS issues this RFP under the authority of Department of Administrative Services (DAS) Delegation #306-08, as amended, "Level IV Procurement Authority Over \$150,000 and up to \$500,000 for Non-Client Services."

SECTION 2 – MINIMUM QUALIFICATIONS

Proposers must meet all of the following minimum qualifications:

2.1. Existing Solution

Proposers must have a previously-developed product or service that significantly meets the requirements and functionality described in this RFP. DHS expects rapid deployment and implementation of the majority of the functionality described in this RFP, and is requiring a configurable, existing application. Oregon prefers a solution that is a **Software as a Service (SaaS)** model of configuration, deployment, licensing, support, hosting, operations and maintenance. However, DHS also understands there are a wide variety of possible solutions for this RFP that may be proposed.

SECTION 3 – SCOPE OF WORK

Work to be performed under the Contract awarded through this RFP includes:

3. System Functionality and Scope of Work

3.1. System Functionality

3.1.1. Website and User Interface Requirements:

1. The website shall access statewide database(s) with geographic search criteria that is searchable by users through a logical and easy to use interface and shall allow for quick searches for resources using keywords, categories, AIRS taxonomy terms, and agency or program names.
2. The website shall either meet the accessibility standards found in Section 508 of the Federal Rehabilitation Act:

<http://www.section508.gov/index.cfm?FuseAction=Content&ID=3>

If it does not, list the standards that are not met and specify which portions of the application do not meet the standards.

3. The website shall either meet the standards established by the National Institute on Aging and the National Library of Medicine at:

<http://www.nlm.nih.gov/pubs/checklist.pdf>

If it does not, list the standards that are not met and specify which portions of the application do not meet the standards.

4. The website shall clearly notify users when they are about to follow a link to another website.
5. The website shall permit users to skip repetitive navigation links.
6. The website shall include the ability to print in such a way that the information is formatted appropriately for printing.
7. The website shall provide users the ability to print all of the web page or selected portions of the page, and be able to print what is returned in a search such as a resource listing, provider name and descriptions, or other information retrieved from the search.
8. The application shall adhere to the AIRS taxonomy codes and structure with up to date national AIRS standards and a search from the website must have the ability to “roll up” and “roll down” through the taxonomy levels to fulfill the search.

3.1.2. Database Requirements:

1. The application shall store data in a relational database management system (RDBM).
2. The database shall support, and employ where relevant, standard relational database functionality including record level data locking, referential integrity, access control, data security, and built-in XML support.
3. The data repository shall be ODBC/JBDC compliant.

3.1.3. General System Requirements:

1. The application shall provide a method for external service providers to enter and maintain their own information. The application shall allow this data to go into a tracking mechanism where the input can be reviewed and verified. After submission data is entered and approved by external service provider, a built-in feature shall move the data to the production tables, making it available for the application to display.
2. The application shall restrict provider profile update capabilities to only approved users.
3. The application shall be capable of exporting data in (a) Word (b) Excel (c) PDF, and (d) Comma-delimited text.
4. The application shall be capable of importing data saved in other data sources (a) Delimited text files, (b) Fixed field text files, (c) Spreadsheets, (d) XML, (e) PDF, and (f) Comma-delimited text.
5. The application shall permit multiple program/services to be associated with a single provider.
6. The application shall provide access to news items, published articles and other written materials such as forms identified by the DHS.
7. The application shall provide links to external websites identified by DHS.
8. The application shall provide a services and programs search tool (with accompanying preliminary estimates of available services) to assist users to identify the types of services that may be available to an individual based on identified disabilities and needs of the individual such as a "Benefits Checklist" or a "Self-Assessment" function.

3.1.4. Security and Access Requirements:

1. The application shall meet the information security requirements of the Health Insurance Portability and Accountability Act Of 1996 (HIPAA) , as amended from time to time and the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 – 646A.628).

2. The application shall provide authorized users who have forgotten their password with the ability to answer “challenge” questions; if the questions are answered correctly, the application shall then automatically e-mail the forgotten password to users.
3. The application shall provide supervisory override capability so that a user’s access can be re-established if he or she forgets a password, or some other anomaly prevents users from logging on.
4. The application shall provide field-level and document-level security for all data under its control, such that any data in fields defined as secure, or documents or reports containing such data, shall not be released or otherwise made available to unauthorized entities.
5. The application shall be designed such that all network connections to external systems and clients outside the application’s firewall are controlled in accordance with the state security standards.
6. The application shall utilize standard user ID and password security features, including administrator capability to add/remove/inactivate user accounts and reset passwords to prevent unauthorized access to the website.
7. The application shall support an unlimited number of users with individually configurable security levels in the secure access component, i.e., the portions of the site unavailable to the public, as opposed to registered users and users with even higher security clearances.
8. The application shall permit the administrator to assign user access levels on an individual user basis using role-based security, access group security or both.
9. The application permits the administrator to assign website privileges based upon user access groups.
10. The application shall have the ability to track all user identities and user activities.
11. The application shall be capable of limiting user access to certain web pages based on user’s assigned group. User groups anticipated include: (a) General Public, (b) Register Providers, (c) ADRC employees, (d) ADRC supervisors and managers, and (e) System Administrators.

3.1.5. Call and Contact Module Requirements:

1. The call and contact module shall be web-based.
2. The call and contact module shall track caregivers independently from care recipients.
3. The database shall link call and contact sessions and case history.

4. The call and contact module shall track and assist multiple clients per call or contact.
5. The call and contact module shall be able to schedule multiple follow-ups per call or contact.
6. The call and contact module shall have the ability to reassign follow-ups from one specialist to another.
7. The call and contact module shall track unique call or contact data for each client call.
8. The call and contact module shall provide follow-up customer satisfaction survey processing and tracking.
9. The call and contact module shall provide flexible ways to search the resource database including by taxonomy code, keyword, geographic area, or other pre-defined fields.
10. The call and contact module shall have the ability to create follow-up tasks from each session and maintain a follow-up list for each agent.
11. The call and contact module shall allow for the capture of the following information: caller or contact demographics, reasons for the call or request, services requested, whether the caller/contact has had previous contact with the ADRC, disposition of the call or the contact session, unmet needs, problems/needs, and outcomes.
12. The call and contact module shall have the ability to define which fields are “required” before the call and contact record is complete.
13. The call and contact module shall have the ability to re-open a call or contact record after it has been closed.
14. The call and contact module shall have the ability for the agent to designate what kind of contact it was (e.g., call, email, voice mail, in-person, etc.).
15. The call and contact module shall have the ability for the agent to designate multiple unmet needs for a call or a contact session.
16. The call and contact module shall provide the ability for the agent to add optional comments for any call or session.
17. The call and contact module shall provide the ability for the agent to create a list of selected resources based on user needs, to select which fields in the resources are included, and to either email or print out and mail a copy of the listing to the user.

3.1.6. Desired Features:

This Section identifies features that are desirable, but not required as part of the requirements.

1. **Export data in a format (to-be-specified) for interface with other systems** – DHS wishes to export data to a specific state system known as OREGON ACCESS. A program would need to be developed and made available to be run on a yet-to-be determined schedule for the data to be extracted and formatted into a specific file format to upload into the OREGON ACCESS system.
2. **Data migration from current application to new application** – DHS wishes to migrate resource and provider data from the current application to the new application with an automated method. A program would need to be developed to take a file of populated data elements from the current application and cross-walk the data elements into the new application's data elements. This program would be run one-time to populate the new resource database.
3. **National Aging Program Information Systems (NAPIS) Reporting** – DHS wishes the application to provide the ability to gather and submit client demographic data electronically to the NAPIS SRT application located at <http://www.agingnetwork.com>.
4. **Lists of users with security assignment** – DHS wishes the application to provide a feature that can report on overall security assignments and the ability to get a list of all individuals assigned a specific permission level.
5. **Deactivate users with non-use** – DHS wishes the application to provide inactivation of user id if not used for more than 120 days.
6. **Site map** – DHS wishes to offer users an easy to understand outline of the web pages available to all users (i.e., public use pages).
7. **User surveys** – DHS wishes to place different surveys online in order to solicit user information about their satisfaction with the website or for other purposes. As part of this process, the application should be capable of collating the survey results and making them available to authorized users.
8. **Choice of language** – DHS wishes to offer users the ability to view information deemed “important” in one or more alternate languages, other than English.
9. **E-mail capabilities** – DHS wishes to provide a website that offers users the ability to easily send an e-mail to DHS or other external service providers mentioned on the website from the user's e-mail account.
10. **Spell check** – DHS wishes to offer users a facility that identifies and suggests alternate spellings for misspelled words included in key word searches (including medical terminology), and other text field data entries.

11. **Live chat** – DHS wishes at some future date to provide the user with the option of signing on to a Live Chat from the customer-facing website to communicate if they want to “chat” with the support person online.
12. **Public calendar** – DHS wishes to offer users a public calendar on which the dates and times of upcoming events and activities can be posted by the DHS.
13. **Local taxonomy codes** – DHS wishes to have a field available in the resource database to be used for local taxonomy codes
14. **Print directory** – DHS wishes to have the ability to produce print directories of the resources listed in the resource directory.
15. **Emergency registry** – DHS wishes to have the ability to have users enter their name, address, phone number, and county into a secure database for printing and interfacing with local emergency personnel and emergency systems.
16. **Healthy living resources** – DHS wishes to have selected resources available for display and lookup as a Healthy Living topics or search as well as regular searches such as is found in the current Multnomah County Network of Care website.

3.2. Scope of Work

The Scope of Work (SOW) is contained below and describes Deliverables and Services that DHS will require in accordance with any Contract that DHS will award to the successful Proposer selected as a result of this RFP.

The Scope of Work encompasses the Deliverables and Services that will be negotiated and established as the tasks, schedule, and Deliverables in the Contract Statement of Work, if a Contract is issued as a result of this RFP.

The purpose of this RFP is to obtain an application which includes the following: (a) commercially available, web-based application which includes a customer-facing website, a resource database and a call and contact module with the potential for Services needed to customize the software to meet DHS’ needs, (b) the Services needed to configure, populate, test, and deploy the application, and (c) the Services needed to host and maintain all parts of the application.

The application will present users with a logical and simple to use state-wide web site and will be used to filter the resources available in the System’s database to return pertinent information. A call and contact module will be implemented to provide information and assistance to the person and to record information about the contact, the client or the caregiver and their needs through data entry web pages. The specialist will record the contact’s information and can search the application for the answers to the user’s questions, provide further assistance about programs and providers, and provide referrals, if needed.

The information accessible through the website and the call module is expected to be included in the state-wide database supporting the application. Links to other agencies and community

partners will be included on the website. Guidance related to the website's content and links will be provided by a variety of interested parties with final direction from DHS.

The purpose of the Contractor's work is to achieve a successful implementation, on time and on budget, of a fully functioning ADRC software System that meets Oregon's requirements.

3.2.1. Contractor General Requirements and Responsibilities

The primary scope of the Contract is to acquire and implement an application, with minimal to no customizations on the part of DHS or Contractor, and provide Services to manage the implementation process, configure the application according to DHS requirements, import existing data from another database, create and perform System testing, train DHS staff, provide documentation on these Services, and provide hosting and maintenance Services throughout the term of the contract and any renewals.

The following are the General Requirements for the Contractor:

1. Contractor shall develop, with DHS input, a project management plan that includes, among other things, a detailed schedule, a kick-off meeting, progress reports every other week, and monthly schedule updates.
2. Obtain DHS written approval of the final project management plan before commencing work.
3. Submit written project status reports to the DHS project manager and be present at scheduled DHS meetings.
4. Perform internal quality control on Deliverables before submission for DHS review and maintain records of those activities.
5. Ensure that Deliverables submitted to DHS meet the Deliverable requirements in the RFP and resulting Contract.
6. Install a configurable, existing application for Oregon that meets the requirements defined in this SOW.
7. Provide implementation Services to manage the implementation process, configure the application according to DHS requirements, and convert existing data from another database.
8. The contractor shall create and perform System testing with DHS, and ensure that the application is thoroughly tested before deployment, following a written test plan that is to be submitted to and approved by DHS before testing commences.
9. The contractor shall host the application.
10. The contractor shall provide System level documentation after the initial installation and after each version update.

11. The contractor shall provide training for persons who administer the application after the initial installation and after each version update.
12. The contractor shall submit quarterly reports to DHS that analyze the public's use of the website.
13. The contractor shall have the application available, loaded with data from current application, and operational by **August 31, 2010**.
14. The contractor shall prepare and submit to DHS an operations plan giving detailed requirements and procedures for continuity of operations during a disaster to include data storage and communication with DHS and ADRCs.
15. If contractor's proposal includes a perpetual software license, the contractor shall specify in its proposal what, if any, licenses or maintenance agreements DHS would have to acquire (and from whom they would have to be acquired) in order for the web application to continue to function, if DHS were to select some one other than the Offeror to host the web site after the end of the contract awarded under this procurement. The proposal shall state whether third-party hosting or Agency-hosting is permitted following expiration of the contract awarded under this procurement, if any.

3.2.2. Project Deliverables: Delivery and Acceptance

1. All Deliverables shall demonstrate due diligence in meeting the scope and requirements of the associated final written Deliverable. All Deliverables shall:
 - (1) Be presented in a format appropriate for the subject matter and depth of discussion.
 - (2) Be organized in a manner that presents a logical flow of the Deliverable's content.
 - (3) Represent factual information reasonably expected to have been known at the time of submittal.
 - (4) Present information that is relevant to the portion of the Deliverable being discussed.
2. Review and Acceptance of Deliverables.
 - (1) The DHS project manager shall commence a review of the Deliverable as required to validate its completeness and quality in meeting requirements.
 - (2) Review meetings with Contractor about the Deliverable shall be required as deemed necessary by the DHS project manager.
 - (3) Within 2 business days after receipt of a Deliverable, the DHS project manager shall issue to the Contractor written notice of acceptance or rejection of the Deliverable.
 - (4) In the event of rejection, the Contractor shall correct the identified deficiencies or non-conformities within 3 business days.
 - (5) Subsequent project tasks may not continue until deficiencies with a Deliverable are rectified and accepted by the DHS project manager

- or the DHS project manager has specifically issued, in writing, a waiver for conditional continuance of project tasks.
- (6) A Deliverable shall not be deemed accepted by DHS until the DHS project manager acknowledges in writing that the Deliverable appears to meet applicable requirements.
 - (7) For each Deliverable that is not a written report or plan, the Contractor shall submit a report summarizing the Deliverable assigned, issues resolved, and completion and shall submit this within 5 days of the Deliverable being completed.
3. Secure Information. If certain information is protected from general disclosure, a report shall state the nature of the information omitted and the reason for the omission.

3.2.3. Project Deliverables

The DHS required Deliverables are below. Within each Deliverable, the Contractor may suggest in its proposal other tasks, subtasks or Deliverables to improve the quality and success of the project.

Deliverables summary list:

1. Project management plan and schedule
2. Data conversion plan to map old to new
3. Installation and configuration of software
4. Written test plan
5. Data conversion, System access, and testing for one (1) ADRC
6. Data conversion for other ADRCs
7. System Access and Test for Other ADRCs
8. Continuity of operations plan
9. Training Plan
10. Data conversion for remaining statewide data
11. Training of personnel on software
12. System and acceptance testing
13. Go Live with resource database, call and contact module for all ADRCs and launch web site
14. System documentation
15. Annual Support, Host, Operate, and Maintenance of application for contract term

All written Deliverables must be delivered and maintained on-line in a project repository which is the central location for the management and maintenance of all artifacts of the project, including Deliverables. The DHS project manager and project sponsor will have continual access to the entire project repository to review and accept Deliverables and to provide ongoing management of the project. The schedule for the submission of Deliverables will be based on the Contractor's approved project management plan.

Deliverables will be delivered in the following format, unless otherwise specified:

- (1) Cover letter;
- (2) One hard copy, three ring or spiral bound, as necessary;
- (3) Deliverable posted on the project repository;
- (4) One copy on electronic media (CD-ROM or DVD).

NOTE: ALL DELIVERABLES (IN EACH OF THE FOUR FORMATS SPECIFIED ABOVE) MUST USE THE EXACT DELIVERABLE NUMBER AND DELIVERABLE NAME AS SPECIFIED IN THE DELIVERABLES SUMMARY LIST LOCATED IN THIS SOW

1. Deliverable 1 – Project Management Plan and Schedule

Within 10 business days after receipt of the Notice to Proceed, the Contractor shall present to the DHS project manager, a detailed Project Management Plan that:

- (1) Provides the name and resume of the Contractor's project manager.
- (2) Describes the Contractor's project management approach and its capability to control and deliver the System proposed.
- (3) Describes the Contractor's project team, listing all key personnel, with their responsibilities.
- (4) Identifies and prioritizes the tasks to be completed in each phase.
- (5) Provides a detailed written description of any work to be subcontracted, with the name and address of the proposed subcontractor(s), including MBE subcontractors.
- (6) Includes an "Issue Identification and Resolution Plan" that provides how the Contractor shall receive, track, resolve, and communicate solutions of project management issues or System deficiencies identified during the System implementation and the following period of maintenance and support.
- (7) Includes a project schedule created in Microsoft Project format which provides, at a minimum:
 - (a) Show major project activities, milestones, and Deliverables with dates from Contract award through installation of a finished, fully operational System.
 - (b) Identify activities or phases that can be completed independently or simultaneously, as well as those that must be completed in sequence, before another activity or phase can begin.
 - (c) Include a matrix that lists tasks and identifies the corresponding "owner or responsible person".

2. Deliverable 2 – Data Conversion Plan to Map Old to New

This Deliverable addresses the plan for the Data Conversion activities. A task should also be in the System and Acceptance Testing Deliverable that includes testing and validating the Data Conversion process.

(1) **General approach to Data Conversion**

This section will convey the Contractor's strategy and approach to data conversion. This section will include, at a minimum, the following:

- The data conversion approach including how data mapping will be completed.
- Volume considerations, such as the size of the database and the amount of data to be converted and imported.
- The time needed for converting the data from old system to new System.
- The approach for handling obsolete or unused data that is not imported.
- Approach to ensure the accuracy of converted data.
- Method of determining what data will be imported manually, if any.

(2) **Data Conversion Plan with Tasks**

This section will identify in detail the tasks and subtasks that shall be performed in order to complete the database conversion. Tasks must be listed in order of required occurrence, and all task dependencies must be identified.

This section must address, at a minimum, the following:

- (a) Data mapping between the current system database fields and the new System.
- (b) Identification and management of duplicate data elements.
- (c) Identification of necessary default data values.
- (d) Identify all control procedures and validation criteria used to ensure that all data intended for conversion have been accurately converted and migrated.
- (e) Description of Importing tools and/or conversion programs.
- (f) Testing of Importing tools and/or conversion programs.
- (g) Reports to support the conversion and importing processes.
- (h) Work schedules, time frames, and dependencies for tasks.

3. **Deliverable 3 – Installation and Configuration of Existing Software**

This Deliverable is the completion of the state-specific software configurations within all modules of the System.

- (1) The Contractor shall host the application software throughout development and testing.
- (2) The Contractor shall perform initial install of application software on their servers.
- (3) The Contractor shall lead the team by identifying which fields can be configured by the state and by assisting the team in these decision-making activities.
- (4) Contractor will create a mock-up of the application using dummy data to allow DHS to verify configuration and adherence to requirements.
- (5) Documentation shall be completed by the Contractor to identify the configured fields and the decisions made.

4. **Deliverable 4 – Written Test Plan**

The Contractor shall manage System testing and provide the resources (staff, test environment, data storage) necessary.

The test plan shall call for testing by representatives from DHS, ADRC, and IT committee and shall include the following:

- (1) Approach to Testing:
 - (a) Testing philosophy, approach, and standards.
 - (b) Verification approach.
 - (c) Approach to non-testable requirements.
 - (d) Test phases:
 - System.
 - Load/stress testing.
 - User acceptance.
 - Relationship of test phases to each other.
- (2) Test Techniques and Methods:
 - (a) Test case matrix.
 - (b) Test scenarios.
 - (c) Expected results.
- (3) Test Environments and Tools:
 - (a) Network traffic test tool.
 - (b) Stress testing tool.
 - (c) Configuration management of test environment.
 - (d) Ability to load and unload Test environment data for retesting.
- (4) Test data, including use of de-identified test data (for privacy reasons attributes that would identify an individual are altered).
- (5) Roles and Responsibilities:
 - (a) Contractor test staff.
 - (b) Required skills for roles.
- (6) Test Scenarios to include:
 - (a) Log-in and security requirements.
 - (b) End-to-end data entry and search. (to ensure that adds, changes, and deletes entered from different sites record properly in the database).
 - (c) Data conversion.
 - (d) System intrusion and denial of service.
 - (e) Report production and printing (agency and client generated).
 - (f) Disaster fail-over capability.
- (7) Testing Processes:
 - (a) Test preparations.
 - (b) Test Execution and Monitoring.
 - (c) Test Status Meetings and Reporting.

(d) Go/No-Go Decisions or Checkpoint Decisions.

(8) Contractor must provide at least 30-day notice of any upgrades, and provide regression testing to verify upgrades do not interfere with continuous operation of the System. Contractor shall describe how they plan to meet and provide these testing Services during the term of the Contract.

5. Deliverable 5 – Data Conversion, System Access, and Testing for One (1) ADRC

The Contractor shall manage and complete the data conversion, provide System access, lead the testing for one ADRC, to be selected by DHS project team, and provide the resources (staff, environment, data storage) necessary to complete this Deliverable.

The testing for this Deliverable shall include the full range of DHS requirements and ADRC processes including:

- (1) Log-in and security requirements testing.
- (2) End-to-end data entry and search testing. To ensure that adds, changes, and deletes entered from different sites record properly in the database.
- (3) Data conversion.
- (4) System intrusion and denial of service testing.
- (5) Report production and printing (agency and client generated).

Failure of the System to pass this System test for the first ADRC may require the Contractor to correct the System and shall require the System test to be repeated in its entirety.

6. Deliverable 6 – Data Conversion for Other ADRCs

The Contractor shall manage and complete the data conversion, provide System access, lead the testing for remaining ADRC's and provide the resources (staff, environment, data storage) necessary to complete this Deliverable.

7. Deliverable 7 – System Access and Testing for Other ADRCs

The testing for this Deliverable shall be internal and include the full range of DHS requirements and ADRC processes including:

- (1) Log-in and security requirements testing.
- (2) End-to-end data entry and search testing. To ensure that adds, changes, and deletes entered from different sites record properly in the database.
- (3) Data conversion.
- (4) System intrusion and denial of service testing.
- (5) Report production and printing (agency and client generated).

Failure of the System to pass the System test for the ADRC's may require the Contractor to correct the System and shall require the System test to be repeated in its entirety.

8. **Deliverable 8 – Continuity of Operations Plan**

The Contractor will be responsible for compiling a “Continuity of Operations Plan” that supports the following areas:

- (1) **System Failure Recovery.** The plan must provide for a recovery from a System failure (information technology, telecommunications, or related or comparable failure) in the minimal possible period time with minimal loss of data required for formatting and transmission to DHS.
- (2) **System Backup Capacity.** The plan must ensure that the data collected, compiled, analyzed, formatted, and stored for delivery or transmittal to DHS is backed up in a location that is separate or distinct and discrete from the main operational and technical systems that Contractor relies on for regular services operations.
- (3) **System Failover Capacity.** The plan must ensure that, in the event of a failure (information technology, telecommunications, or related or comparable failure) of the main operational and technical systems that Contractor relies on for regular services operations, that Contractor has arranged for failover contingency that ensures minimal or no loss of the data that Contractor is required to format and transmit to DHS. This required failover capacity may involve or include elements of the Contractor's failure recovery and System backup capacity.

9. **Deliverable 9 – Training Plan**

The Contractor shall describe its approach to meeting Oregon's training needs. The strategy and plans prepared in this Deliverable shall demonstrate an understanding of the training requirements, A discussion of the methods proposed to develop and deliver training necessary to ensure effective use and reliable operation of the new System shall be included.

This Deliverable will include, at a minimum:

- (1) **Training Approach.** This section will describe the Contractor's training strategy. This section shall include:
 - (a) Training course objectives.
 - (b) Contractor's approach to providing training.
 - (c) Contractor's role in training.
 - (d) Time frame in which training shall be accomplished.
 - (e) Methods for training (e.g. classroom, Internet-based).
 - (f) Provide an overview of the training curriculum.

- (2) **Training Logistics.** The Contractor shall describe the training and the skills required for trainers. This section shall, at a minimum, include the following:
- (a) Schedule including duration and dates.
 - (b) Roles and responsibilities of the training staff.
 - (c) Description of how training evaluation will be performed, including tools, forms.
 - (d) Description of training audiences and anticipated class sizes.

10. **Deliverable 10 – Data Conversion with Remaining Statewide Data**

The Contractor shall manage and complete the data conversion for the remaining statewide data not already converted as part of the ADRC conversion.

11. **Deliverable 11 – Training of Personnel on Software**

The Contractor shall provide qualified trainers who will provide training for DHS staff members and ADRC personnel. Training shall be sufficient to enable staff to provide assistance to users experiencing problems using the web site, need help with general navigation of the System, enter and maintain resource information, and also enter and later utilize the contact information in the contact module.

The Contractor shall provide current electronic copies of all training materials, and must grant DHS the right to reproduce such materials for future training. DHS reserves the right to reproduce any and all documents produced by the contractor at no cost to the state or any other System user.

The Contractor shall provide training and training materials for the System end users and the System administrators of the application after the initial installation and after each version update.

12. **Deliverable 12 – System and Acceptance Testing**

The Contractor shall manage System and acceptance testing and provide the resources (staff, test environment, data storage) necessary to accomplish the Deliverable.

The Contractor is responsible for developing test plans with DHS participation for the acceptance testing. The Contractor will perform acceptance testing of the entire System with DHS and ADRC staff and project teams to ensure that it meets the functional, technical, and operational requirements. Deficiencies identified during acceptance testing may require the Contractor to conduct rework before DHS sign-off.

System testing will include testing of the System under operational load conditions. Additionally, all interfaces will be tested to ensure correct loading of data and processing.

Failure of the System to pass the acceptance test may require the Contractor to correct the System and shall require the acceptance test to be repeated in its entirety.

13. **Deliverable 13 – Go Live with Resource Database, Call and Contact Module for All ADRC’s and Launch Web Site**

DHS and ADRC project teams will launch the state web site and begin to enter contact data into the call and contact module. All ADRC’s will go-live with the software and the web site on the same day.

Prior to the go-live date, the Contractor will provide a readiness assessment to determine the go-live readiness. Approval of this assessment constitutes the Department’s decision to move forward with the Go-Live decision.

At a minimum the assessment must address the following:

- (1) Status of data migration/conversion efforts. This includes:
 - (a) Data conversion has been completed for all systems included in conversion effort.
 - (b) Converted data has been validated and approved.
 - (c) Data entry has been completed on all data that was not included in the conversion effort but is needed by DHS.
- (2) User acceptance testing approval. This will include the following:
 - (a) Documentation of completion of UAT and DHS acceptance of results.
 - (b) Training sign off that technical, user and super user training has been completed and approved by DHS.
 - (c) Documentation of User Readiness.
- (3) Assessment summary. This must include the following:
 - (a) Risks associated with Go-Live.
 - (b) Mitigation for risks associated with proceeding.
 - (c) Recommendation for proceeding.

14. **Deliverable 14 – System Documentation**

This Deliverable provides operating procedures to clearly document the System. At a minimum, the Deliverable shall include

- (1) **General Requirements for System Documentation**

The purpose of the documentation is to assist DHS staff in administration of the System. These procedures help define and provide understanding of System operations and performance. Operating procedures will be revised with any changes resulting from software upgrades by Contractor or changes in procedures during on-going operations.
- (2) **Contents of System Documentation**

The documentation will address all facets of the System including the following topics:

 - (a) User access management
 - (b) Configuration settings
 - (c) Unique processing procedures.

(d) Report generation procedures.

15. **Deliverable 15 – Annual Support, Host, Operate & Maintain (SHO&M) for the System**

- (1) During the term of the contract and in accordance with the service level requirements provided in section 3.2.5 of this RFP, SHO&M activities shall encompass at a minimum, the following:
 - (a) Provide DHS with continuous software maintenance coverage that includes new versions, upgrades, break fix and authorized enhancements to the System. The Contractor shall load new versions, updates, enhancements, and modifications on the System as required keeping the System current.
 - (b) Continuously support and maintain the DHS-accepted version of the System. If the Contractor intends to install any upgrade to the accepted System, including an upgrade to third-party software on which the Contractor's software is dependent, the upgrade shall operate within the current operating version.
 - (c) The Contractor shall use appropriate and state-approved security methodology in all cases involving data transfer. The Contractor shall notify DHS of any such updates or modifications prior to the upload to obtain approval to proceed.
 - (d) Maintain support of any third-party software necessary for operation of the System.
 - (e) Correct malfunctions, defects, or operational problems with the System.
 - (f) Provide a System that complies with all federal and Oregon laws and regulations.
 - (g) Institute and perform standard backup and archival procedures at the host site, to ensure that the System files under maintenance are preserved and recoverable.
- (2) The Contractor shall create and after acceptance by DHS, implement a "Support, Hosting, Operations, & Maintenance Plan" that addresses the requirements of this subsection. Please note that these are minimum requirements.
- (3) The Contractor shall provide unlimited e-mail consultation with technical help and telephone consultation via a toll-free hot line, between the hours of 8:00 a.m. and 6:00 p.m. Pacific Time (PT), Monday through Friday.

- (4) The Contractor shall receive, track, resolve, and communicate solutions of System deficiencies identified during the period of maintenance and support in accordance with the approved Issue Identification and Resolution Plan.
- (5) DHS shall notify the Contractor of problems by telephone, e-mail, or in writing, and the Contractor shall respond (Monday through Friday from 8:00 AM to 6:00 PM, Pacific Time) according to the severity of an issue:
 - (a) Critical (System outage or a critical function of the System is not working due to a technical problem): Contractor shall respond within 30 min of initial contact and assign the problem to a technician.
 - (b) Urgent (portions of the System inaccessible): Response within 1 hour of initial contact.
 - (c) Normal: Response within 1 business day of initial contact.
- (6) To minimize multiple users calling in to report the same problem, when the problem warrants, the Contractor shall communicate to System Administrator(s) and DHS and ADRC supervisors/managers or employees:
 - (a) the reported problem, (b) the proposed resolution and timeline for correction, and (c) date and time of resolution. The Contractor shall keep DHS and ADRC users up to date on the status of problems.
- (7) Triage. The Contractor shall implement a method for prioritizing repair of reported problems, to ensure optimal use of Contractor resources throughout the Contract term. In general, the order of priority shall be: (a) issues preventing operation of the System, (b) issues denying critical functionality to a large number of users, (c) issues denying critical functionality to a single ADRC, in order from largest site to smallest, (d) issues denying functionality to a single user, (e) issues to improve overall System efficiency, and (f) issues to improve the efficiency of a group of users performing a particular task.
- (8) Web site availability. It is DHS's goal that the web site be available 100% of the time. Offeror's Proposal shall include a proposed web site availability Service Level Agreement (SLA) that specifies the levels of availability to which Proposer will commit if awarded the contract. The SLA shall specify the percentage(s) of credit DHS will be given against the payment due for "Host and Maintain application for contract term," if Contractor misses its service level commitments. If awarded the contract, offeror will be required to conform to the SLA submitted with its Proposal.
- (9) If the proposed solution includes a perpetual license, the Contractor shall release the source code for System software to DHS, without additional cost, if the Contractor discontinues software support during the contract term in a manner that constitutes a breach of its contract with DHS.

3.2.4. Additional Scope of Work Requirements

1. **End-Of-Contract Transition**

Upon termination or expiration of the contract in accordance with its terms, the Contractor shall provide transition efforts to ensure a quality, smooth, efficient, and timely transition of the DHS database to the DHS in a form to be determined by DHS.

2. **On Site Work**

In the project management plan, the Contractor will identify the location of all work to be accomplished including location of off-site work.

3. **Performance Monitoring**

Performance monitoring shall be conducted throughout post-implementation to ensure that the ADRC System performance requirements are met and that there is satisfactory user performance and interactive response. This monitoring shall be done in coordination with DHS resources.

4. **Anticipated Amendments**

DHS, in the implementation of the ADRC System, may require amendments to be issued under the contract pursuant to Section 17.15 of the contract for additional development, enhancement, testing, implementation, operations and maintenance assistance during the project period. Such anticipated amendments may include tasks that were not previously identified in the statement of work but included within the scope of this solicitation.

Examples of anticipated amendments include:

- Develop and implement advanced functionality not specified in the requirements but included in the desirables, and
- Expand or modify required functionality within the scope of this RFP.

3.2.5. Service Level Requirements

The following specifications and requirements will pertain to an ADRC System that is hosted on Contractor's server(s) or the server(s) of another firm or organization:

1. **Specifications:**

- Location: Any Server hosting ADRC data must be located in the USA.
- Website Space: 3 - 5 gigabytes.
- Website Bandwidth: 150 gigabytes for data transfer per month.

2. **Requirements:**

- (1) **Security.** The Department of Human Services (DHS) is committed to ensuring the confidentiality, integrity and availability of its information assets, in order to protect the privacy of Oregon citizens, and maintain State of Oregon business functions.

All DHS information systems, products and processes must comply with the DHS Privacy and Information Security Policies AS 090-001 through AS 090-006; AS-100-01 through AS-100-06; AS-100-09.

<http://www.dhs.state.or.us/policy/admin/privacylist.htm>

<http://www.dhs.state.or.us/policy/admin/infosecuritylist.htm>

Questions or concerns regarding this list should be directed to the DHS Information Security Office at (503) 945-6825 or by email: dhsinfo.security@state.or.us

- (2) **Privacy; Ownership of Data.** DHS considers data imported and entered into the System thereafter to be DHS personal property.
- (3) **Availability.** Contractor's solution must indicate that the proposed website, resource **database**, and call and contact module is available and will function in accordance with the requirements and specifications under any Contract issued as a result of this RFP. Ideally, System availability shall be no less than 98 percent of the time or higher, 24 hours per day, 7 days per week and 365 days per year (or 366 days in those years that are leap years), less scheduled down-time agreed to by DHS.
- (4) **Response Time.** Contractor's solution must indicate that the response time for the proposed website, resource database, and call and contact module is 3 seconds or less for no less than 90 percent of the time, 24 hours per day, 7 days per week and 365 days per year (or 366 days in those years that are leap years), less scheduled down-time agreed to by DHS.
 - 3 second response time to any page
 - 60 ms response time with 40 byte packet
 - 65 ms response time with 1400 byte packet

Failure to meet requirements will result in a performance credit to DHS as further described in Section 3.2.5.3.

- (5) **Excluded Down-Time.** Contractor must give an account of the number of minutes of any planned or scheduled down-time. The standard maintenance window will be Mondays from 11:59 p.m. to 3:00 a.m. Pacific Time on Tuesday. The Contractor shall, under any Contract issued as a result of this RFP, provide DHS reasonable advance notice of any planned or scheduled down-time required outside the standard maintenance window and abide by DHS reasonable input for timing of such additional down-time; provided, however, that in no event shall the total number of Excluded Down-Time hours outside the standard maintenance window exceed 7 hours per calendar month.

Clustered servers will be measured together as a single unit. An outage is all down-time not qualifying as Excluded Down-Time. An outage occurs when either (a) the clustered server group fails to allow DHS to transmit or receive an instruction, or (b) the response time within the Contractor's data center to transmit or receive an instruction from DHS or its Agencies served ("Response Time") exceeds 3 seconds for more than 15 consecutive minutes.

- (6) **Unplanned Down-Time.** Unplanned down-time outside the agreed maintenance window will be credited to DHS on an hour per hour basis and added to the contract free of cost at the required service levels.
 - (7) **Unscheduled Necessary Maintenance.** Unscheduled necessary maintenance outside the agreed maintenance window will be negotiated with DHS staff to be identified.
 - (8) **Transmission Capacity.** The Solution proposed must demonstrate that Contractor's System is capable of transmitting a volume of transmissions of scheduling transactions and inquiries that satisfies the service and operational needs of DHS.
 - (9) **Custom Formatting Capacity.** Contractor's existing System may require a certain level of custom formatting in order to meet DHS requirements.
 - (10) **System Failure Recovery.** Contractor's solution must provide for a recovery from a System failure (information technology, telecommunications, or related or comparable failure) in the minimal possible period time with minimal loss of data required for formatting and transmission to DHS.
 - (11) **System Backup Capacity.** Proposer's solution must ensure that the data collected, compiled, analyzed, formatted, and stored for delivery or transmittal to DHS is backed up in a location that is separate or distinct and discrete from the main operational and technical systems that Contractor relies on for regular Clearinghouse services operations.
 - (12) **System Failover Capacity.** Contractor's solution must ensure that, in the event of a failure (information technology, telecommunications, or related or comparable failure) of the main operational and technical systems that Contractor relies on for regular Clearinghouse services operations, that Contractor has arranged for failover contingency that ensures minimal or no loss of the data that Contractor is required to format and transmit to DHS. This required failover capacity may involve or include elements of the Contractor's failure recovery and System backup capacity.
3. **Performance Credits.**
- (1) In developing the solution as part of a Proposal to this RFP, Proposers should be aware of DHS requirements to apply the practice of applying performance credits for instances where any Proposer issued a Contract as a result of this RFP fails to meet the service levels stipulated in this RFP SOW.

Beginning with “Go Live”, if the Contractor fails to perform Website Hosting Services in accordance with the applicable Service Level, then, subject to the other Contract provision, Contractor will accrue a Performance Credit.

- (2) Performance Credits are expressed as a percentage of the relevant monthly charge payable under any Contract resulting from this RFP.

The Performance Credit for a Service Level failure based on Availability is equal to the percentage up-time associated with a particular Service Level, minus the percentage up-time achieved during the month. The formula is:

$$\text{(SLA Up-Time Percentage - Monthly Up-Time Percentage Achieved)/100} \\ = \text{Performance Credit Percentage}$$

For example, if required uptime was 99.5% and the actual monthly uptime percentage was 95.5%: $(99.5 - 95.5)/100 = 0.04$. Thus 4 percent would be the monthly Performance Credit percentage. $\$400,000 \times 0.04$ equals a Performance Credit of Sixteen Thousand Dollars (\$16,000).

- (3) The Performance Credit for a Service Level failure based on Response time is equal to the number of server requests exceeding 3 seconds during the month divided by the number of total server requests during the month, less the 10% Service Level. If this formula results in a negative number, in no event will DHS owe any Contractor a performance credit. The formula is:

$$\text{(Server Requests > 3 Seconds/Server Requests) - 10\% = Credit Percentage}$$

In no event will the total Performance Credits that may be accrued in any one month for both (2) and (3) exceed ten percent (10 percent) of the charges under this Agreement for the month to which such Performance Credits pertain; provided, however, that the Performance Credit shall not be deemed the exclusive remedy available to DHS for the failure of any Contractor to provide Hosting Services at or above the Service Level, and a recovery of a Performance Credit shall only be deemed compensation for the loss of the appropriate Service Level warranty, and shall not affect any other remedies and rights that DHS may have under this Agreement, in law or in equity, for any other causes of action or liability arising out of such failure.

SECTION 4 – RFP PROCESS

4.1. Sole Point of Contact (SPC)

Christopher J. Hoffman, Contracts Specialist or alternate
Department of Human Services
Office of Contracts and Procurement
500 Summer Street NE- E03, 4th Floor
Salem Oregon 97301-1080
Telephone: (503) 945-6818
Fax: 503- 373-7889
E-Mail: choffman@dhs.state.or.us
TTY: 503-947-5330

All communications with DHS concerning this RFP must be directed only to the SPC named above. Any unauthorized contact regarding this RFP with other state employees or officials may result in Proposal rejection. Any oral communications will be considered unofficial and non-binding. The Oregon Procurement Information Network (ORPIN) will be used to distribute all information regarding this RFP. Any additional information received in writing from the SPC is also considered official.

4.2. Timeline for RFP and Proposal Submission

RFP Opens	March 12, 2010
RFP Questions Due.....	April 6, 2010, 5:00 P.M. Local Time
RFP Answers Returned (approximately) ...	April 9, 2010, 5:00 P.M. Local Time
RFP Closes. Proposals Due	April 13, 2010, 2:00 P.M. Local Time
Public Opening	April 13, 2010, 3:00 P.M. Local Time
Public Opening Location	Issuing Office Room 469
Notice of Intent to Award (estimated)).....	April 26, 2010
Estimated Contract Start Date	May 3, 2010
Estimated Contract End Date	September 1, 2011

4.3. Closing Date for Submittal of Proposals

The Office of Contracts and Procurement must receive Proposals by the date and time specified in section 4.2, "Timeline for RFP and Proposal Submission." Proposals shipped must be addressed as follows:

Department of Human Services
Office of Contracts and Procurement
500 Summer Street NE- E03, 4th Floor
Salem Oregon 97301-1080
Attn: Christopher J. Hoffman, Contracts Specialist
RFP #2974

Hand delivery of Proposals is optional. Hand delivered Proposals must be received at the Human Services Building, 500 Summer Street NE, Salem, Oregon, by the date and time specified in section 4.2. **All Proposals hand delivered must have a completed receipt of delivery, which will be provided by Human Services Building Receptionist at the time of delivery.** Proposals must be submitted in a

sealed package addressed as shown above with the name of the SPC and the RFP # visible on the outside of the package.

Proposals received after closing date and time are late and will not be evaluated. Postmarks, Faxed, and electronic Proposals will not be considered.

4.4. Pre-Proposal Questions Relating to This RFP

Questions about this RFP document, including specifications, Contract terms and conditions, or the Solicitation process must be submitted in writing (include Proposer address and telephone number) to the SPC. Faxes are acceptable (include Proposer fax number) and must be received by the SPC by the date and time specified in section 4.2. Notification of any substantive clarifications provided in response to any question will be provided and published at the ORPIN web site below. For complete RFP documentation please go to the ORPIN web site:

<http://orpin.oregon.gov/open.dll/welcome> and view **RFP #2974**.

DHS will not automatically mail copies of any addenda or answers but will publish Addenda and Questions and Answers on ORPIN. Addenda may be downloaded off ORPIN. Proposers are responsible to frequently check ORPIN until date of RFP Closing.

4.5. Public Opening

In accordance with ORS 279B.060(5)(a) and OAR 125-247-0450 a public opening will be held on the date and time, and at the location, stated on the first page of this RFP, unless changed by addendum. The Proposals received will not be opened except to identify Proposer if the Proposer's name is not otherwise identifiable. Only the name of the Proposer will be read at the opening, no other information will be made available at that time. Proposals received will not be available for inspection until after the notice of intent to award is issued or this RFP is cancelled.

SECTION 5 – PROPOSAL REQUIREMENTS

5.1 Overview

Proposals must be submitted using only 8 ½" x 11" white paper. Submissions in response to this RFP must be in the form of a Proposal Package containing the Proposal and all required supporting information and documents, and must be contained in a sealed package addressed to the SPC and clearly marked "**Proposal to RFP #2947.**" Proposals should be typed but without extensive art work, unusual printing or other materials not essential to the utility and clarity of the Proposals. **A signed original and seven (7) hard copies of the Proposal must be submitted. In addition, the Proposer must submit one (1) complete copy of the Proposal package in electronic format (CD-ROM or DVD) using Microsoft Word, Microsoft Excel, Microsoft Project, and Adobe PDF format as appropriate.** In the event there is a discrepancy between the hard copy and the electronic copy, the hard copy will be the official Proposal. A representative authorized to bind the Proposer must sign the Proposal in ink. Failure of the authorized representative to sign the Proposal will subject the Proposal to rejection by DHS.

Proposals must address all Proposal and submission requirements set forth in this RFP, and must describe how the work will be provided. Proposals that merely offer to provide Services as stated in this RFP will be considered non-responsive to this RFP and will not be considered further.

Proposals will be evaluated on overall quality of content and responsiveness to the purpose and specifications of this RFP.

5.2 Technical Proposal

All Proposals shall include the items listed in this section 5.2. All materials should be in the order listed below. Page limits are noted, when relevant, and assume single-spaced lines. Unless otherwise specified, no particular form is required.

5.2.1 Proposal Cover Sheets

Complete all sections of the Proposal Cover Sheets (Attachment 1) including signature from the authorized representative. These pages must be included as the top pages of the Proposal.

(1) Attachment 1, Experience References

The Proposer must describe at least one (1) project experience having worked on a local or regional project (preference will be given for an additional experience at the state level). Experience must include establishing a website, resource database, and call and contact module (e.g., ADRC site) that serve needs of targeted populations (i.e. older adults, adults of all ages who have disabilities, and caregivers).

(2) Attachment 1, Project Manager References

The Proposer must demonstrate a minimum of three (3) years of experience in a disciplined approach to project management. The proposed project manager will be expected to manage the project using formal project methodologies based on the Project Management Institute's (PMI) *A Guide to the Project Management Body of Knowledge, Third Edition* (PMBOK Guide, ANSI/PMI 99-001-2004). Preference will be given to project managers currently certified as a PMP by the PMI.

(3) **Attachment 1, Other Key Person References**

The Proposer must specify key personnel to be assigned to this Project and provide experience, references and resumes for other key personnel related to the project. Proposer must include a resume (not to exceed two (2) pages each) for each individual that demonstrates qualifications and experience for the requested Services and a current resume for all principal employees anticipated to provide Services under any contract issued pursuant to this RFP.

5.2.2 Organizational Capacity

Briefly describe Proposer’s experience and capacity to perform the Work described in this RFP, including:

- (1) Experience with project coordination and evaluation;
- (2) Experience in convening and facilitating diverse stakeholder forums and work groups;
- (3) Experience implementing new or updated computer systems;
- (4) Capacity to begin and continue the Work for the period described in this RFP.
- (5) Include names and addresses of any state or federal government agencies with which the Proposer has contracted to provide Services within the last three (3) years.

5.2.3 Proposer Requirements

Proposers shall provide or describe the following information, or acknowledge that the following requirements will be provided for any Contract as a result of this RFP:

1. Response to Deliverable Requirements (Section 3.2.3.)

Provide detailed explanation how the Proposer’s solution will meet the Deliverables described in Section 3.2.3., “Project Deliverables.” Within each deliverable, the Contractor may suggest in its proposal other tasks, subtasks or deliverables to improve the quality and success of the project.

Proposers shall include materials in their Proposals describing their ability to provide the desired features, where the Proposer’s solution does not currently meet the functionality described in Section 3.1.6., “Desired Features,” Proposers shall describe:

- (1) How the functionality can be achieved,
- (2) The level-of-effort in resources needed to implement the functionality, and
- (3) General time line for development and implementation.

2. Development Language

The Proposer shall identify the development language and tools that were used to develop the ADRC software.

3. Usability

The Proposer shall provide objective evidence that the product is highly usable.

4. Project Plan

Proposer shall develop a project management plan that includes, at a minimum, detailed project schedule, kick-off meeting agenda, weekly and monthly progress reports with

monthly schedule updates. After Contract execution, this plan will be updated with DHS' input and approval.

5. Conversion Approach

The Proposer shall describe the approach and method they have used to migrate and convert data for the following:

- To move data from a previous system and database into the new System and database.
- To populate the System with the additional data collected by DHS.

6. Hosting Plan

Ideally, System availability shall be no less than 98 percent of the time or higher, 24 hours per day, 7 days per week and 365 days per year (or 366 days in those years that are leap years), less scheduled down-time agreed to by DHS. However, DHS shall evaluate tiered level or alternate hosting to determine most advantageous, cost effective configuration for the state. Proposers shall describe their tiered level hosting plans, which include at a minimum:

- (a) The Proposer shall have the ability to host the application, database, and website. The Proposer shall describe its capability and capacity to host the System, including any 3rd party external agreements for hosting, support, or maintenance. Proposers must include a statement that they have read and agree to the Service Level Requirements contained in Section 3.2.5.
- (b) The Proposer shall submit a quarterly report to DHS that contains statistics and counts on how the public has used the website on an ongoing basis. The Proposer shall acknowledge commitment to this requirement in their Proposal.
- (c) The Proposer shall assist DHS in analyzing the statistics and counts on the public's use of the website and on a quarterly basis and recommend changes and/or additions to the website that will increase the websites' usefulness to older adults, adults of all ages who have disabilities, and their caregivers.

For evaluation purposes, Proposers should use 98% uptime to calculate their costs. Pricing for alternate hosting levels will not be used for evaluation purposes but if the proposal is accepted, the Proposer will be held to those prices in any resulting Contract.

5.2.4 Insurance Coverage Description

Describe your current insurance coverage for the following types of insurance: General Liability, Professional Liability, and Automobile Liability. If Proposer does not currently possess insurance adequate to the coverage required under this RFP, Proposer will be required to secure insurance as described in the attached Contract *prior to execution* of the Contract. Proposer shall provide an assurance that it shall obtain at Proposer's expense the insurance specified in Exhibit B of the Form Contract (attached to this RFP), prior to performing under any Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods.

5.2.5 Peripheral Agreements

1. Proposer must submit those terms and conditions from Proposer's software license agreements, hosting, maintenance contracts, technical support agreements and other similar documents ("Peripheral Agreements") that do not materially conflict with this RFP, including the Contract, that would not materially change the nature of this solicitation, or

that would not adversely affect competition. State will only consider terms and conditions contained in such Peripheral Agreements reasonably related to this RFP and which supplement, and are not materially in conflict with, the terms and conditions contained in the Sample Contract and this RFP. By accepting delivery of these Peripheral Agreements, state is not bound to accept them as part of the Contract, and the acceptability of these items shall be determined in consultation with the state's legal counsel. State may reject the Proposal of any Proposer who refuses to accept the terms and conditions approved by state with respect to these Peripheral Agreements.

2. **Any agreements that the Proposer requires DHS to sign and be included as part of the Contract, must be submitted as part of the Proposal.**
3. The Proposer shall specify in its Proposal what, if any, 3rd party software or licenses the Department will need to acquire and from whom they would need to be acquired.

5.3 Cost Proposal

Provide a detailed cost Proposal, substantially in the form of Attachment 2, Cost Proposal, which includes identifiable fixed costs for all the work contained in the Scope of Work arranged by course topic, and a summary of all proposed costs. All costs should be a fully loaded rate to include travel, supplies, other costs, and a maximum of 10% for overhead costs.

5.4 Functionality Spreadsheet / Checklist

Provide a **detailed** summary using Attachment 3, "Functionality Spreadsheet / Checklist" of Proposer's software solution's functionality, including the number of modifications and time required to meet specific functionality.

SECTION 6 – PROPOSAL EVALUATION

All interested Proposers must be prepared to present a demonstration of their solution's functionality.

Proposals must be complete at the time of submission and include the required number of copies. DHS will conduct a comprehensive and impartial evaluation of the Proposals received. Proposals will be evaluated by a Review Panel selected by DHS. The Review Panel will evaluate the Proposals and rank them according to the scoring system described below.

Proposals must provide a concise description of the Proposer's ability to satisfy the requirements of the RFP with emphasis on completeness and clarity of content. Evaluators will consider brevity and clarity of responses in scoring Proposals.

6.1 Pass/Fail Items

The items listed below will be scored on a pass/fail basis.

- Existing Solution

6.2 Technical Requirements

6.2.1 Proposal Cover Sheets.

Did Proposer include completed cover sheets and forms specific to this RFP? Did Proposer specify key personnel to be assigned to this Project and include resume(s) that speaks to qualifications and experience relating to the requested Services?

Maximum Score 150 points

6.2.2 Organizational Capacity

Did Proposer sufficiently describe all elements? Did the Proposer demonstrate the ability, experience and capacity to perform the Work described in this RFP?

Maximum Score 100 points

6.2.3 Proposer Requirements

Did Proposer sufficiently describe all elements? Did the Proposer demonstrate the ability and experience described in this RFP?

1. Response to Deliverable Requirements (Section 3.2.3.)
2. Development Language
3. Usability
4. Project Plan
5. Conversion Approach
6. Hosting Plan
7. Operational Emergency Plan

Maximum Score 300 points

6.2.4 Insurance Coverage Description

Did Proposer sufficiently describe all elements?

Maximum Score 25 Points

6.2.5 Peripheral Agreements

Did Proposer include any/all Peripheral Agreements? Are the Peripheral Agreements largely advantageous to the state?

Maximum Score 25 Points

6.2.6 Cost Proposal

Does Proposer's cost Proposal contain all required items and cost elements? Can the cost for each activity category in the Scope of Work be easily determined? Is it cost effective and within the expected scope of the project budget?

The lowest total price Proposal (Base Proposal plus X years SHOM Services) shall be awarded the maximum number of price points available under the RFP. Price Proposals with higher prices shall be awarded a percentage of the maximum price points awarded based upon the following formula:

$$(L/X)*Y=A$$

where: X = price Proposal being scored;

L = lowest price Proposal among all Proposals;

A = awarded points;

Y = total points possible.

Maximum Score 300 Points

6.2.7 Functionality Spreadsheet / Checklist

Did proposer provide a detailed summary using Attachment 3, "Functionality Spreadsheet / Checklist" of Proposer's software solution's functionality, including the number of modifications and time required to meet specific functionality? Is software package comprehensive, requiring little modification to implement effectively? Are time lines for any modification reasonable and advantageous to the state?

Maximum Score 600 Points

6.3 Demonstration Requirements

All interested Proposers must be prepared to present a demonstration of their solution's functionality. The three (3) highest ranked responsive, responsible Proposers who significantly meet the evaluation criteria for this RFP, will be asked to demonstrate their solution functionality and provide response to specific criteria requirements and scripted scenarios provided by DHS as it relates to this section of the RFP. Demonstrations will consist of a three (3) hour window in which the Proposer shall demonstrate their solution and provide response to specific criteria requirements and scripted scenarios provided by DHS.

Demonstrations will be scheduled by DHS, and must be a web-enabled (e.g. WebEx, InterCall, MegaMeeting, etc.) presentation covering the functionality and requirements as stated in this RFP. Where certain modification may be necessary to provide complete functionality, the Proposer will discuss the current functionality, and what modifications and level-of-effort will be required to provide the required functionality. Proposers will have at least 7 calendar days to prepare their demonstrations to DHS.

All costs incurred and associated with the demonstration in response to this Procurement, including use of the web-enabled service or other costs, will be the responsibility of the Proposer and will not be reimbursed by DHS.

6.4 Evaluation Factors Checklist

Each Proposal must clearly meet the pass/fail criteria and address the scored criteria. Evaluation factors and maximum points are presented below.

Section	Pass or Fail Criteria	
2.1	Existing Solution	Pass or Fail

Proposals will be scored on a scale of 1 to 1500 points. Maximum point values and evaluation criteria for each section are described below.

In accordance with OAR 125-247-0265, Competitive Sealed Proposals, DHS will be using a “Competitive Range” process to determine any award to this RFP. DHS will determine a Competitive Range after evaluating all Responsive Proposals in accordance with the evaluation criteria set forth in this RFP. After evaluation of all Proposals in accordance with the criteria set forth in this RFP, DHS will determine and rank the Proposers in the Competitive Range.

The Competitive Range will consist of the three (3) highest ranked responsive, responsible Proposers subject to Section 6.1. through 6.2. DHS may increase the number of Proposers in the Competitive Range if the evaluation of Proposals establishes a natural break in the scores of Proposers indicating a number of Proposers greater than the initial Competitive Range are closely competitive, or have a reasonable chance of being determined the most advantageous Proposer. DHS may decrease the number of Proposers in the initial Competitive Range only if the excluded Proposers have no reasonable chance to be the most advantageous Proposer.

DHS will provide written notice to all Proposers identifying Proposers in the Competitive Range, and provide an opportunity for Proposers excluded from the Competitive Range to protest the evaluation and determination of the Competitive Range in accordance with OAR 125-247-0720.

Proposers determined by DHS to be in the Competitive Range shall be invited by DHS to perform a demonstration of their solution, which will be evaluated and scored separately.

Section	Technical Proposal Scored Criteria (Reference Section 5 – Proposal Requirements)	Maximum Score
Section 5.2.1	Attachment 1, Proposal Cover Sheets	
	• Attachment 1, Experience References	50
	• Attachment 1, Project Manager References	50
	• Attachment 1, Other Key Person References	50
Section 5.2.2	Organizational Capacity	100
Section 5.2.3	Proposer Requirements	300
	(1) Response to Deliverable Requirements (Section 3.2.3.)	
	(2) Development Language	
	(3) Usability	
	(4) Project Plan	

	(5) Conversion Approach	
	(6) Hosting Plan	
Section 5.2.4	Insurance Coverage Description	25
Section 5.2.6	Peripheral Agreements	25
Section 5.3	Cost Proposal (Attachment 2)	300
Section 5.4	Functionality Spreadsheet / Checklist (Attachment 3)	600
	Technical Evaluation Total	1500

The demonstration scoring, along with Section 5.3 and Section 5.4 scoring, shall be the final determination of award, if any, for this RFP. Scores from sections 5.3 and 5.4 shall be brought forward to the demonstration evaluation scoring to help determine the Proposal that is most advantageous to the state. Demonstrations will be scored on the following criteria:

Demonstration Scored Criteria		Maximum Score
Demonstrations will include:		
(1)	10 to 20 scripts of various DHS scenarios	400
(2)	Additional functionality not required / Desirables	300
(3)	Needed modifications to current functionality	100
(4)	Other work-around solutions that meet requirement besides modification to software	100
Demonstration Evaluation Total		900
Section 5.3	Attachment 2, Cost Proposal	[300]
Section 5.4	Attachment 3, Functionality Spreadsheet / Checklist	[600]
Total		1800

6.4 Final Selection and Award

All costs for submitting a response to this RFP shall be borne by the Proposer. Award, if one is made, will be made to the highest ranked responsive, responsible Proposer in the Competitive Range subject to the Demonstration Scored Criteria in Section 6.3. Proposer ranking will be determined by the sum of its scores on the Demonstration Scored Criteria. DHS will enter into negotiations with the highest ranked Proposer with verifiable references. References for the highest ranked Proposer may be contacted to verify that Proposer has the skills and requirements that Proposer has included in its Proposal. DHS may choose not to award a Contract. In the event that Contract negotiations with the highest ranked Proposer are not successful within a reasonable time frame, DHS reserves the right to terminate negotiations with the highest ranked Proposer, and negotiate with the next highest ranked Proposer and so on, until successful negotiations are completed or DHS decides to terminate all negotiations and cancel the solicitation. The determination of what constitutes a reasonable time frame for purposes of this paragraph shall be solely at the determination of DHS. This protocol will be followed until a Contract has been signed. If all Proposals are rejected, Proposers will be promptly notified.

6.5 Disqualification

Any attempt by a Proposer to 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 7 – GENERAL INFORMATION

7.1. Changes/Modification and Clarifications

When appropriate, DHS will issue revisions, substitutions, or clarifications as addenda to this RFP. Changes/modifications to the RFP shall be recognized *only* if in the form of written addenda issued by DHS and posted on ORPIN Site.

7.2. Reservation of DHS Rights

DHS reserves all rights regarding this RFP, including, without limitation, the right to:

- 7.2.1. Amend or cancel this RFP without liability if it is in the best interest of DHS to do so, in accordance with ORS 279B.100;
- 7.2.2. Reject any and all Proposals received by reason of this RFP upon finding that it is in the best interest of DHS, in accordance with ORS 279B.100 to do so;
- 7.2.3. Waive any minor informality;
- 7.2.4. Seek clarification of each Proposal;
- 7.2.5. Reject any Proposal that fails to substantially comply with all prescribed solicitation procedures and requirements;
- 7.2.6. Negotiate the Statement of Work within the Scope of Work described in this RFP and to negotiate the rate;
- 7.2.7. Amend or extend the term of any Contract that is issued as a result of this RFP;
- 7.2.8. Engage Contractor by selection or procurement for different or additional Services independent of this RFP process and any contracts/agreements entered into pursuant hereto;
- 7.2.9. Enter into direct negotiations to execute a Contract with a responsive Proposer, in the event that the Proposer is the sole Proposer to this RFP, and DHS determines that the Proposer satisfies the minimum RFP requirements;
- 7.2.10. Reject any Proposal upon finding that to accept the Proposal may impair the integrity of the procurement process or that rejecting the Offer is in DHS' best interest.

7.3. Protest of RFP

Subject to OAR 125-247-0730, any prospective Proposer may submit a protest of this RFP no later than 10 calendar days prior to the close of the RFP and the protest shall contain the following:

- 7.3.1. Sufficient information to identify the solicitation that is the subject of the protest;
- 7.3.2. The grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name;
- 7.3.3. Evidence or supporting documentation that supports the grounds on which the protest is based; and
- 7.3.4. The relief sought to include the desired changes which the Proposer believes will remedy the conditions upon which the protest is based.

7.4. Award Notice

The apparent successful Proposer shall be notified in writing and DHS will set the time lines for Contract negotiation.

7.5. Protest of Award

Every Proposer shall be notified of its selection status. A Proposer shall have seven calendar days after the date of the notice of intent to award to submit a protest to DHS in writing, subject to OAR 125-247-0740, and shall specify the grounds for the protest , if:

- 7.5.1. The Proposer is adversely affected because the Proposer would be eligible to be awarded the public contract in the event that the protest were successful; and
- 7.5.2. The reason for the protest is that:
 - 1. All higher ranked Proposals are nonresponsive;
 - 2. DHS has failed to conduct the evaluation of Proposals in accordance with the criteria or processes described in the RFP;
 - 3. DHS has abused its discretion in rejecting the protestor's Proposal as nonresponsive; or
 - 4. DHS' evaluation of Proposals or subsequent determination of award is otherwise in violation of ORS chapter 279A or ORS Chapter 279B.

7.6. Modification or Withdrawal

- 7.6.1. Modifications. A Proposer may modify its Proposal in writing prior to the closing. A Proposer must prepare and submit any modification to its Offer to Department in accordance with Paragraph 4.3, above. Any modification must include the Proposer's statement that the modification amends and supersedes the prior Proposal. The Proposer must mark the submitted modification "Proposal Modification RFP Number 2974," and be addressed to the attention of the SPC.
- 7.6.2. Withdrawals: A Proposer may withdraw its Proposal by Written notice submitted on the Proposer's letterhead, Signed by an authorized representative of the Proposer, delivered to the SPC in person or in the same manner as set forth in Paragraph 4.3, above. The Proposer must mark the written request to withdraw "Proposal Withdrawal to RFP Number 2974."

7.7. Release of Information

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

7.8. Public Information

- 7.8.1. All Proposals are public information after the Proposals have been opened, and all protests are public information after the protest period ends. If any part of a Proposal or protest is considered a trade secret, the Proposer shall, at the time of submission, clearly designate that portion as confidential in order to obtain protection, if any, from disclosure. 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.
- 7.8.2. Any person may request copies of public information. However, copies of Proposals will not be provided until the evaluation process has been completely closed and an apparent successful Proposer has been selected. Requests for copies of public information shall be in writing. Requestors will be charged according to the current DHS policies and rates for public records requests in effect at the time DHS receives the written request for public information. Fees, if applicable, must be received by DHS before the records are delivered to the requestor.

7.9. Cost of Proposals

All costs incurred in preparing and submitting a Proposal in response to this RFP will be the responsibility of the Proposer and will not be reimbursed by DHS.

7.10. Statutorily Required Preferences

The following Preferences and rules apply to this Procurement:

- (a) Preference for Oregon Supplies and Services, pursuant to ORS 279A.120 and OAR 125-246-0300 and 125-246-0310;
- (b) Preference for recycled materials, pursuant to ORS 279A.125 and OAR 125-246-0320 through 125-246-0324; and
- (c) Performance within the state of public printing, binding and stationery work, pursuant to ORS 282.210.
- (d) Proposers shall use recyclable products to the maximum extent economically feasible in the performance of the Contract work set forth in this document. Proposers must also comply with OAR 125-247-0260(2)(d).

7.11. Contract Period

Initial term of the Contract shall be for the period stated in Section 1.1. If DHS determines that the work performed has been satisfactory, DHS may at its option, amend or extend the Contract for additional time and for additional dollars without further solicitation up to five (5) years. Modifications or extensions shall be by written amendment duly executed by the parties to the original Contract see Form Contract, Attachment 4.

7.12. Contractual Obligation

All Proposers who submit a Proposal in response to this RFP understand and agree that DHS is not obligated thereby to enter into a Contract with any Proposer and, further, has absolutely no financial obligation to any Proposer.

7.13. Contract Documents

The final Contract will be based on the Contract form, which is attached as Attachment 4 to this RFP, and will include all exhibits and attachments identified in the Contract, including this RFP and the successful Proposer's Proposal. The terms and conditions included in Attachment 4, other than Exhibit A, Statement of Work, are not subject to negotiation, except as detailed in Attachment 4.

ATTACHMENT 1 - Proposal Cover Sheets

Proposer Information

RFP #2974

Organization Name: _____

Primary Contact Person: _____ Title: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Name and title of the person(s) authorized to represent the Proposer in any negotiations and sign any Information Technology Software and Services Contract and Peripheral Agreements that may result:

Name: _____ Title: _____

By signing this page and submitting a Proposal, the official certifies that the following statements are true:

1. No attempt has been made or will be made by the Proposer to induce any other person or organization to submit or not submit a Proposal.
2. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin, nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055 or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225.
3. Information and costs included in this Proposal shall remain valid for 90 days after the Proposal due date or until a contract is approved, whichever comes first.
4. The Contractor will be required to complete, and will be bound by, an Information Technology Software and Services Contract (as shown in the attached form).
5. The statements contained in this Proposal are true and complete to the best of the Proposer's knowledge and Proposer accepts as a condition of the contract, the obligation to comply with the applicable state and federal requirements, policies, standards, and regulations. The undersigned recognizes that this is a public document and open to public inspection.
6. The Proposer acknowledges receipt of all addenda issued under this Procurement.
7. Contractor is required to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN) as applicable to DHS. By Contractor's signature on this Contract, Contractor hereby certifies that the FEIN or SSN provided on the DHS CP385 form is true and accurate. If this information changes, Contractor is also required to provide DHS with the new FEIN or SSN within 10 days.
8. By submitting a response to this RFP, Proposer grants the State of Oregon a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license for the rights to copy, distribute, display, prepare derivative works of and transmit the response for the purpose of conducting this procurement and to fulfill obligations under Oregon Public Records Laws.

Signature: _____ Date: _____

(Official Authorized to Bind Proposer)

***** THIS PAGE MUST BE THE TOP PAGE OF THE PROPOSAL *****

ATTACHMENT 1 - Proposal Cover Sheets
Experience References
RFP #2974

The Proposer must have at least one (1) project experience having worked on a local or regional project (preference will be given for an additional experience at the state level). Experience must include establishing a website, resource database, and call and contact module (e.g., ADRC site) that serve the needs of targeted populations (i.e. older adults, adults of all ages who have disabilities, and caregivers).

Project #1:

Entity/Client Name:	Entity/Client Contact Name: (Indicate Primary or Alternate)	Entity/Client Contact Title:	
Entity/Client Address:		Entity/Client Contact Phone Number:	
		Entity/Client Contact Email Address:	
Entity/Client Project Name:	Beginning Date of Experience:	Ending Date of Experience:	
Proposer's Project Manager Name:	(Month/Year)	(Month/Year)	
Is the site still in production? [Y] [N]		Was Proposer the [Prime] [Subcontractor]	
Describe how the related service shows the Proposer's experience, capability, and capacity to develop the Deliverables or to achieve the work using the software. List related service provided, including: <ul style="list-style-type: none"> • Detailed description regarding state or federal government project experience in the development and implementation and attendant support systems. • Detailed description of the development and implementation of high-volume, similar websites and attendant support systems. • Was the project completed on schedule and within budget (explain any variance). • Number and name of staff that have worked on this referenced website that would also work on this RFP's project. 			

Project #___:

Entity/Client Name:	Entity/Client Contact Name: (Indicate Primary or Alternate)	Entity/Client Contact Title:	
Entity/Client Address:		Entity/Client Contact Phone Number:	
		Entity/Client Contact Email Address:	
Entity/Client Project Name:	Beginning Date of Experience:	Ending Date of Experience:	
Proposer's Project Manager Name:	(Month/Year)	(Month/Year)	
Is the site still in production? [Y] [N]		Was Proposer the [Prime] [Subcontractor]	
Describe how the related service shows the Proposer's experience, capability, and capacity to develop the Deliverables or to achieve the work using the software. List related service provided, including: <ul style="list-style-type: none"> • Detailed description regarding state or federal government project experience in the development and implementation and attendant support systems. • Detailed description of the development and implementation of high-volume, similar websites and attendant support systems. • Was the project completed on schedule and within budget (explain any variance). • Number and name of staff that have worked on this referenced website that would also work on this RFP's project. 			

*** DUPLICATE AS NEEDED TO DEMONSTRATE RELATED EXPERIENCE ***

ATTACHMENT 1 - Proposal Cover Sheets
Project Manager References
RFP #2974

Project Manager Experience:

Demonstrate a minimum of three (3) years of experience in a disciplined approach to project management. The proposed project manager will be expected to manage the project using formal project methodologies based on the Project Management Institute's (PMI) *A Guide to the Project Management Body of Knowledge, Third Edition* (PMBOK Guide, ANSI/PMI 99-001-2004).

Is proposed project manager currently certified as a PMP by the PMI? [Y] [N]
(If yes, please provide photocopy of certification attached to reference information below.)

Project Manager Project # _____:

Entity/Client Name:	Entity/Client Contact Name: (Indicate Primary or Alternate)	Entity/Client Contact Title:	
Entity/Client Address:		Entity/Client Contact Phone Number:	
Entity/Client Project Name:		Entity/Client Contact Email Address:	
Proposer's Project Manager Name:		Beginning Date of Experience: (Month/Year)	Ending Date of Experience: (Month/Year)
Describe how the related service shows the project manager's experience, capability, and capacity to develop the Deliverables or to achieve the work. List related service provided, including: <ul style="list-style-type: none"> • Overview of the business and project objectives • Scope and complexity of the project • Project management activities performed • Describe how this person's role will compare in this RFP's work. 			

*** DUPLICATE AS NEEDED TO DEMONSTRATE RELATED EXPERIENCE ***

ATTACHMENT 1 - Proposal Cover Sheets
Other Key Person References
RFP #2974

Other Key Person Experience:

Other Key Person Title: _____

Other Key Person Project # _____:

Entity/Client Name:	Entity/Client Contact Name: (Indicate Primary or Alternate)	Entity/Client Contact Title:	
Entity/Client Address:		Entity/Client Contact Phone Number:	
		Entity/Client Contact Email Address:	
Entity/Client Project Name:	Proposer's Project Manager Name:	Beginning Date of Experience:	Ending Date of Experience:
		(Month/Year)	(Month/Year)
Describe how the related service shows the experience, capability, and capacity to develop the Deliverables or to achieve the work. List related service provided, including: <ul style="list-style-type: none"> • Overview of the business and project objectives. • Scope and complexity of the project. • Describe this Key Person's role in the Project. • Describe how this Key Person's role will compare in this RFP's work. 			

*** DUPLICATE AS NEEDED TO DEMONSTRATE RELATED EXPERIENCE ***

ATTACHMENT 2 – Cost Proposal

A. System Cost:

Delivery Milestone Categories	Cost
Offeror shall break down or allocate its Fixed Price for the Base Proposed System into the following six delivery milestone categories to assist DHS in determining the reasonableness of the price offered and whether the requirements of the RFP have been correctly understood. The components correlate with certain Deliverables. <i>There are certain requirements of the RFP that are not contained precisely within a Deliverable. The cost of meeting such requirements as well as overhead costs and profit should be spread as proportionately as possible across the six delivery milestone categories.</i>	
1. Project management plan and schedule; data conversion plan to map old to new; installation and configuration of software (Deliverables 1, 2 & 3)	\$
2. Written test plan; data conversion, System access, and testing for one (1) ADRC (Deliverables 4 & 5)	\$
3. Data conversion for other ADRCs, System access and testing for other ADRCs (Deliverables 6 & 7)	\$
4. Continuity of operations plan; training plan (Deliverables 8 & 9)	\$
5. Data conversion with remaining statewide data; training of personnel on software; System and acceptance testing (Deliverable 10, 11, & 12)	\$
6. Go Live with resource database, call and contact module for all ADRCs and launch web site; System documentation (Deliverables 13 & 14)	\$
<ul style="list-style-type: none"> • Cost of perpetual software license, if any. 	\$
Annual Support, Host, Operate, and Maintenance	
7. Five years of optional one (1) year renewals for Annual Support, Host, Operate, and Maintenance fees:	
<ul style="list-style-type: none"> • Year 1 (2010 to 2011) 	\$
<ul style="list-style-type: none"> • Year 2 (2011 to 2012) 	\$
<ul style="list-style-type: none"> • Year 3 (2012 to 2013) 	\$
<ul style="list-style-type: none"> • Year 4 (2013 to 2014) 	\$
<ul style="list-style-type: none"> • Year 5 (2014 to 2015) 	\$
Total Fixed Price for Base Proposal (must equal the sum of 1 through 7). The sum of the prices allocated to each of these seven components must equal the proposed Fixed Price for the Base Proposal.	\$

B. Prices for Desirable Features:

For each Desirable Feature listed in Section 3.1.6. of the RFP, provide the following information:

- **Currently Available (Yes/No)** – Identify whether or not the Desirable Feature is currently available and can be provided by the Offeror.

- **Included in Base Proposal (Yes/No)** – Identify whether or not the Desirable Feature is included in the Base Proposal.
- **Price to add feature:** If the feature is not being offered as part of the Base Proposal, specify the additional sum that DHS would have to pay to procure the feature as part of this procurement. (There should only be a number entered in this column if the entry in the first column is “Yes,” i.e., the feature is currently available, and the entry in the second column is “No,” i.e., the feature is not included in the Base Proposal Price.)
- **Amount that can be subtracted from Base Proposal Price for deleting feature:** If the feature is offered as part of the Base Proposal, specify the amount DHS can delete from the Base Proposal Price if the Department elects to do without the feature for this procurement. (There should only be a number entered in this column if the entry in the first column is “Yes,” i.e., the feature is currently available, and the entry in the second column is “Yes,” i.e., the feature is included as part of the Base Proposal and the Base Proposal Price.)

Desirable Features	Currently Available? (Yes/No)	Included in Base Proposal (Yes/No)	Price to add feature	Amount to subtract for deleting feature
Export data format (to-be-specified) for interface with other systems			\$	\$
Data migration from current application to new			\$	\$
National Aging Program Information Systems (NAPIS) Reporting			\$	\$
Lists of users with security assignment			\$	\$
Deactivate users with non-use			\$	\$
Site map			\$	\$
User surveys			\$	\$
Choice of language			\$	\$
E-mail capabilities			\$	\$
Spell check			\$	\$
Live chat			\$	\$
Public calendar			\$	\$
Local taxonomy codes			\$	\$
Print directory			\$	\$
Emergency registry			\$	\$
Healthy living resources			\$	\$
Column Total			\$	(\$)

C. Retainage

Retainage shall be 10% of each delivery milestone categories 1 through 5. Contractor shall be paid the retainage upon successful completion and final delivery and acceptance, and final launch of Go Live System.

D. Payment Schedule:

The successful offeror will be paid the agreed upon fixed contract price in accordance with the following delivery milestone categories, subject to the terms and conditions of the contract, minus 10% retainage. The percentages indicated are percentages within the delivery milestone categories and the total of all six components will equal the fixed contract price. All retainage costs due shall be paid upon successful final completion, delivery and acceptance of the service.

1. Plan Project and Conversion, Install and Configure System (Deliverables 1, 2 & 3)

	% of Delivery
	Milestone Category 1 Cost
1. Project management plan and schedule	25%
2. Data conversion plan and map old to new	50%
3. Configuration of software	25%
<hr/>	
Retainage:	(10%)

2. Testing Plan, Data Conversion and System Test for one ADRC (Deliverables 4 & 5)

	% of Delivery
	Milestone Category 2 Cost
4. Written test plan	30%
5. Data conversion old to new, deploy System, and test 1 ADRC	70%
<hr/>	
Retainage:	(10%)

3. Data Conversion and System Test for other ADRCs (Deliverables 6 & 7)

	% of Delivery
	Milestone Category 3 Cost
6. Data conversion for other ADRCs	50%
7. Deploy and test System with other ADRC's	50%
<hr/>	
Retainage:	(10%)

4. Continuity of Operations Plan and Training Materials (Deliverables 8 & 9)

	% of Delivery
	Milestone Category 4 Cost
8. Continuity of operations plan	25%
9. Training materials	75%
<hr/>	
Retainage:	(10%)

5. Remaining Data Conversion, Staff Training, and System & Acceptance Testing (Deliverable 10, 11, & 12)

	% of Delivery
	Milestone Category 5 Cost

10. Conversion and populate with remaining statewide data	25%
11. Training of personnel	50%
12. System and acceptance testing	25%
<hr/>	
Retainage:	10%

6. Go Live w/System, Launch Web Site, System Documentation (Deliverables 13 & 14)

	% of Delivery
	Milestone Category 6 Cost
13. Go Live for all ADRC's and launch state web site	75%
14. System documentation	25%
<hr/>	
Payment of Retainage: (Milestone Categories 1-5)	

7. Annual Support, Host, Operate, and Maintain. Paid annually from Go Live date of service launch (five (5) years of optional one (1) year renewals).

ATTACHMENT 3 - Functionality Spreadsheet / Checklist

SOW Section # / Description	Comment	Met	Not Met	How To Meet	Level of Effort	Duration (Hours)
3.1.1. Website and User Interface Requirements:						
1. The website shall access statewide database(s) with geographic search criteria that is searchable by users through a logical and easy to use interface and shall allow for quick searches for resources using keywords, categories, AIRS taxonomy terms, and agency or program names.						
2. The website shall either meet the accessibility standards found in Section 508 of the Federal Rehabilitation Act: http://www.section508.gov/index.cfm?FuseAction=Content&ID=3 If it does not, list the standards that are not met and specify which portions of the application do not meet the standards.						
3. The website shall either meet the standards established by the National Institute on Aging and the National Library of Medicine at: http://www.nlm.nih.gov/pubs/checklist.pdf If it does not, list the standards that are not met and specify which portions of the application do not meet the standards.						
4. The website shall clearly notify users when they are about to follow a link to another website.						
5. The website shall permit users to skip repetitive						

SOW Section # / Description	Comment	Met	Not Met	How To Meet	Level of Effort	Duration (Hours)
navigation links.						
6. The website shall include the ability to print in such a way that the information is formatted appropriately for printing.						
7. The website shall provide users the ability to print all of the web page or selected portions of the page, and be able to print what is returned in a search such as a resource listing, provider name and descriptions, or other information retrieved from the search.						
8. The application shall adhere to the AIRS taxonomy codes and structure with up to date national AIRS standards and a search from the website must have the ability to “roll up” and “roll down” through the taxonomy levels to fulfill the search.						
3.1.2. Database Requirements:						
1. The application shall store data in a relational database management system (RDBM) with industry recognition as an enterprise solution.						
2. The database shall support, and employ where relevant, standard relational database functionality including record level data locking, referential integrity, access control, data security, and built-in XML support.						
3. The data repository shall be ODBC/JBDC compliant.						
3.1.3. General System Requirements:						
1. The application shall provide a method for external service providers to enter and maintain their own information. The application shall						

SOW Section # / Description	Comment	Met	Not Met	How To Meet	Level of Effort	Duration (Hours)
<p>allow this data to go into a tracking mechanism where the input can be reviewed and verified. After submission data is entered and approved by external service provider, a built-in feature shall move the data to the production tables, making it available for the application to display.</p>						
<p>2. The application shall restrict provider profile update capabilities to only approved users.</p>						
<p>3. The application shall be capable of exporting data in (a) Word (b) Excel (c) PDF, and (d) Comma-delimited text.</p>						
<p>4. The application shall be capable of importing data saved in other data sources (a) Delimited text files, (b) Fixed field text files, (c) Spreadsheets, (d) XML, (e) PDF, and (f) Comma-delimited text.</p>						
<p>5. The application shall permit multiple program/services to be associated with a single provider.</p>						
<p>6. The application shall provide access to news items, published articles and other written materials such as forms identified by the DHS.</p>						
<p>7. The application shall provide links to external websites identified by DHS.</p>						
<p>8. The application shall provide a services and programs search tool (with accompanying preliminary estimates of available services) to assist users to identify the types of services that may be available to an individual based on identified disabilities and needs of the individual such as a "Benefits Checklist" or a "Self-</p>						

SOW Section # / Description	Comment	Met	Not Met	How To Meet	Level of Effort	Duration (Hours)
Assessment" function.						
3.1.4. Security and Access Requirements:						
1. The application shall meet the information security requirements of the Health Insurance Portability and Accountability Act Of 1996 (HIPAA) , as amended from time to time and the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 – 646A.628).						
2. The application shall provide authorized users who have forgotten their password with the ability to answer “challenge” questions; if the questions are answered correctly, the application shall then automatically e-mail the forgotten password to users.						
3. The application shall provide supervisory override capability so that a user’s access can be re-established if he or she forgets a password, or some other anomaly prevents users from logging on.						
4. The application shall provide field-level and document-level security for all data under its control, such that any data in fields defined as secure, or documents or reports containing such data, shall not be released or otherwise made available to unauthorized entities.						
5. The application shall be designed such that all network connections to external systems and clients outside the application’s firewall are controlled in accordance with the state security standards.						
6. The application shall utilize standard user ID and						

SOW Section # / Description	Comment	Met	Not Met	How To Meet	Level of Effort	Duration (Hours)
password security features, including administrator capability to add/remove/inactivate user accounts and reset passwords to prevent unauthorized access to the website.						
7. The application shall support an unlimited number of users with individually configurable security levels in the secure access component, i.e., the portions of the site unavailable to the public, as opposed to registered users and users with even higher security clearances.						
8. The application shall permit the administrator to assign user access levels on an individual user basis using role-based security, access group security or both.						
9. The application permits the administrator to assign website privileges based upon user access groups.						
10. The application shall have the ability to track all user identities and user activities.						
11. The application shall be capable of limiting user access to certain web pages based on user's assigned group. User groups anticipated include: (a) General Public, (b) Register Providers, (c) ADRC employees, (d) ADRC supervisors and managers, and (e) System Administrators.						
3.1.5. Call and Contact Module Requirements:						
1. The call and contact module shall be web-based.						
2. The call and contact module shall track caregivers independently from care recipients.						
3. The database shall link call and contact sessions						

SOW Section # / Description	Comment	Met	Not Met	How To Meet	Level of Effort	Duration (Hours)
and case history.						
4. The call and contact module shall track and assist multiple clients per call or contact.						
5. The call and contact module shall be able to schedule multiple follow-ups per call or contact.						
6. The call and contact module shall have the ability to reassign follow-ups from one specialist to another.						
7. The call and contact module shall track unique call or contact data for each client call.						
8. The call and contact module shall provide follow-up customer satisfaction survey processing and tracking.						
9. The call and contact module shall provide flexible ways to search the resource database including by taxonomy code, keyword, geographic area, or other pre-defined fields.						
10. The call and contact module shall have the ability to create follow-up tasks from each session and maintain a follow-up list for each agent.						
11. The call and contact module shall allow for the capture of the following information: caller or contact demographics, reasons for the call or request, services requested, whether the caller/contact has had previous contact with the ADRC, disposition of the call or the contact session, unmet needs, problems/needs, and outcomes.						
12. The call and contact module shall have the ability to define which fields are “required” before the						

SOW Section # / Description	Comment	Met	Not Met	How To Meet	Level of Effort	Duration (Hours)
call and contact record is complete.						
13. The call and contact module shall have the ability to re-open a call or contact record after it has been closed.						
14. The call and contact module shall have the ability for the agent to designate what kind of contact it was (e.g., call, email, voice mail, in-person, etc.).						
15. The call and contact module shall have the ability for the agent to designate multiple unmet needs for a call or a contact session.						
16. The call and contact module shall provide the ability for the agent to add optional comments for any call or session.						
17. The call and contact module shall provide the ability for the agent to create a list of selected resources based on user needs, to select which fields in the resources are included, and to either email or print out and mail a copy of the listing to the user.						

ATTACHMENT 4 – Form Contract

Attachment 4 is the Contract for the purchase of Software and related Services. DHS is seeking the solution that best meets its needs as described in the RFP. As the solution is currently unknown, many of the contract terms and conditions will be subject to negotiation with the successful proposer. The attached form contract includes state-required non-negotiable terms and also identifies those areas subject to negotiation. For those areas subject to negotiation, the state expects the negotiations to be consistent with the minimum requirements stated in the RFP.

DHS-OCP may also consider terms and conditions contained in peripheral agreements reasonably related to this RFP and which supplement, and are not materially in conflict with, the terms and conditions contained in this attachment. The following are examples of peripheral agreements, which may be considered for negotiation:

- Contractor’s Proposed Software License Agreement
- Contractor’s Proposed Application Maintenance & Support Agreement
- Contractor’s Proposed Hosting Agreement

INFORMATION TECHNOLOGY SOFTWARE AND SERVICES CONTRACT (Software and related Services)

This Information Technology Software and Services Contract (this “Contract”) is entered into on the date of execution by and between the State of Oregon acting by and through its Department of Human Services (“Agency”), and _____ a _____ [State/Form of Entity] (“Contractor”).

RECITALS

1. Agency desires to engage Contractor to provide Software and Services to enable Agency to achieve specific business and State of Oregon objectives. To that end, Agency issued RFP #2974 (defined below).
2. Contractor is the successful Proposer in connection with the RFP #2974 and Agency desires to engage the Contractor to deliver the Software and perform the Services.
3. Contractor desires to deliver the Software to and perform the Services for the Agency.

AGREEMENT

Agency and Contractor agree as follows:

1. DEFINITIONS.

”Acceptance” means written confirmation by Agency that Contractor has completed a Deliverable in accordance with the Acceptance Criteria and Agency has accepted it for purposes of interim payment.

”Acceptance Criteria” means the criteria for accepting Deliverables required by this Contract, which includes but is not limited to meeting all specifications and requirements in the Statement of Work, submitting the Documentation, and fulfilling the Warranties set forth in Article 8.

”Acceptance Tests means” those tests which are intended to determine compliance of Software and Services with the Acceptance Criteria.

”Agency Intellectual Property” means any intellectual property or data that is owned or provided by Agency. Agency Intellectual Property includes any derivative works and compilations of any Agency Intellectual Property.

”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. Contractor’s Authorized Representative is the person so identified in Exhibit E. Agency’s Authorized Representative is the person so identified in Exhibit F.

”Change Order” means a form of Contract amendment pursuant to Section 17.15 that makes changes or modifications to the Statement of Work within the Scope of this Contract.

”Confidential Information” is defined in Section 7.1.

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

”Contractor Intellectual Property” means any intellectual property that is owned by Contractor and contained in or necessary for the use, or optimal use, of the Deliverables. Contractor Intellectual Property includes Work Product, and derivative works and compilations of any Contractor Intellectual Property.

“DAS” means the State of Oregon acting through its Department of Administrative Services.

”Deliverables” means the Services and all Software that Contractor is required to deliver to Agency under this Contract.

”Delivery Schedule” means that attribute of the Statement of Work setting forth 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 and includes, but is not limited to, any and all operator’s and user’s manuals, training materials, guides, commentary, listings, requirements traceability matrices and other materials for use in conjunction with and for the operation of Software and Services that are to be delivered by Contractor under this Contract.

”DOJ” means the State of Oregon acting through its Department of Justice.

”Effective Date” means the date on which this Contract is fully executed and approved in accordance with applicable laws, rules and regulations.

”Intellectual Property Rights” is defined in Section 10.2.

”Key Persons” means Contractor’s Authorized Representative, the Project Manager and all other Contractor personnel designated as key persons in Exhibit E.

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

”Milestone” means a specific group of Tasks or Deliverables identified as a Milestone in the Statement of Work.

”Project Manager” means Contractor’s representative who manages the processes and coordinates the Services with Agency’s Authorized Representative to ensure delivery of the Software and Services. Contractor’s Project Manager is the person so identified in Exhibit E.

”Proposal” means Contractor’s proposal in response to the RFP.

”RFP” means the Request for Proposal #2974.

”Schedule of Deliverables” means that attribute of the SOW that describes each Deliverable, measurable attributes of each Deliverable, Milestones with identification of the Services activities that are associated with them and a planned completion date for each Milestone and Deliverable.

”Services” means all effort to be expended by Contractor as set forth in the Statement of Work and the Maintenance, Hosting and Support Agreement including but not limited to delivery, installation, configuration, implementation (collectively “installation”), warranty, maintenance and support of the Software.

”Software” means the Software identified in Exhibit A that the Contractor is required to deliver or otherwise make available to Agency under this Contract.

”State” means the State of Oregon.

”Statement of Work” or “SOW” means a document that describes each Task, Deliverable and Milestone, the measurable attributes of each Deliverable, identification of the Deliverables and Services that are associated with each Task, and a completion date for each Milestone and Deliverable, the Payment Schedule for each Deliverable and Milestone, and any other items as agreed by the parties including Amendments pursuant to section 17.15, all attached hereto as Exhibit A.

”Support, Hosting, Operations & Maintenance” or ”SHO&M” means providing continuous support, hosting and maintenance of the DHS-accepted version of the System in accordance with the requirements in section 3.2.7 of the RFP and the resulting Contract.

”System” means the sum total of the Deliverables, Documentation, Contractor Intellectual Property and Third Party Intellectual Property described in the Statement of Work that comprise the ADRC System that Contractor will implement under this Contract.

”Task” means a segment of the Services to be provided by Contractor under this Contract as further described in the SOW.

”Third Party Intellectual Property” means any intellectual property owned by parties other than Agency or Contractor and contained in or necessary for the optimal use of the Deliverables.

”Third Party Software” includes Software not published by Contractor or Agency and which are supplied by Contractor to Agency under this Contract.

”Work Product” means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know-how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor’s subcontractors or agents (either alone or with others) pursuant to the Contract. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any Agency Intellectual Property, Contractor Intellectual Property or Third Party Intellectual Property.

2. SOFTWARE AND SERVICES.

2.1. Performance and Delivery.

2.1.1. Contractor shall deliver Deliverables and complete Milestones as set forth in the Statement of Work by no later than the date or dates set for delivery in the Statement of Work.

2.1.2. Contractor shall have all third-party publisher warranties covering the Software and, transferred to the Agency at time of delivery at no additional charge. Contractor shall also furnish to the Agency the details of the third party publisher warranties.

2.2. Responsibilities of Agency. If this Contract requires Agency to provide any software, goods or services, and Agency fails to provide the requisite quality or quantity of such software, goods or services, or fails to provide such software, goods or services in a timely manner, Contractor's sole remedy shall be an extension of the applicable delivery dates corresponding to the delay caused by Agency’s failure.

2.3. Review of Software and Services. This Section 2.3 is negotiable.

2.3.1. Acceptance of Services. Except for Software, acceptance of which is set forth in section 2.3.2. below, Contractor shall provide written notice to the Agency upon delivery of a Deliverable or completion of a Milestone as required by the SOW. Within two (2) business days after receipt of such notice, Agency shall determine if the Deliverable meets the Acceptance Criteria. If the Acceptance Tests establish, in the sole discretion of the Agency that the Deliverable conforms to the Acceptance Criteria, then Agency shall issue written notice of Acceptance to Contractor.

2.3.2. Software Inspection. Contractor shall provide written notice to the Agency upon full and complete installation, configuration and implementation of the Software as required by the SOW. Agency shall perform Acceptance Tests as set forth in the SOW to determine whether the Software and Services meet Acceptance Criteria. If the Acceptance Tests establish, in the sole discretion of the Agency that the Software and Services conform to the Acceptance Criteria, then Agency shall issue written notice of Acceptance to Contractor.

2.3.3. If the Agency determines that any Deliverables do not meet, in all material respects, the Acceptance Criteria Agency shall notify Contractor in writing of Agency’s rejection of the applicable Software or Services or both, and describe in reasonable detail in such notice the Agency’s basis for rejection of the Software or Services. Upon receipt of notice of non-

acceptance, Contractor shall, within a three (3) business day period, modify or improve the applicable Software or Services at Contractor's sole expense to ensure that the Software or Services meets, in all material respects, Acceptance Criteria, and notify the Agency in writing that it has completed such modifications or improvements and re-tender the rejected Software or Services to Agency. Agency shall thereafter review the modified or improved Software or Services within two (2) business days of receipt of the Contractor's delivery of the Software or Services. Failure of the Software or Services or both to meet in all material respects, the Acceptance Criteria after the second set of Acceptance Tests shall constitute a default by Contractor. Upon such default, Agency may either (i) notify Contractor of such default and instruct Contractor to modify or improve the Software or Services, or (ii) notify Contractor of such default and in which case Contractor shall comply with section 2.4.

- 2.4. Reimbursement. If a Deliverable is rejected, or Acceptance is revoked, the Contractor shall refund any Contract payments that have been made with regard to the Deliverable.
- 2.5. Remedies Not Exclusive. No provision of this Article 2 precludes Agency from other remedies to which it may be entitled upon rejection or revocation of Acceptance.
- 2.6. Maintenance and Support. During term of the Contract, Contractor shall, at no additional charge to Agency, furnish such materials and services as shall be necessary to correct any defects in the Software and Services and maintain the Software in good working order in accordance with the Acceptance Criteria and shall provide maintenance and support of the System consistent with the Contractor's obligations as set forth in Exhibit I. Contractor shall be obligated to cure defects discovered during the term of the Contract.

This Section 2.6 is negotiable.

3. CONTRACTOR'S PERSONNEL.

- 3.1. Project Manager. Contractor shall designate one of the Key Persons as Project Manager for the Services. The Project Manager shall be familiar with Agency's business operations and objectives as necessary for the successful completion of this Contract and, shall perform the Services in accordance with the warranties set forth in Article 8 of this Contract. The Project Manager shall participate with Agency in periodic review sessions and shall provide at Agency's request detailed progress reports that identify completed Tasks and the status of the remaining Services.
- 3.2. Contractor's Employees and Subcontractors. Contractor shall not use subcontractors to perform the Services unless specifically authorized to do so by Agency. Contractor represents that any employees assigned to perform the Services, and any authorized subcontractors performing the Services shall perform the Services in accordance with the warranties set forth in Article 8 of this Contract.
- 3.3. Key Persons. Contractor acknowledges and agrees that Agency selected Contractor, and is entering into this Contract, because of the special qualifications of Contractor's Key Persons identified in Exhibit E. Contractor's Key Persons shall not delegate performance of the responsibilities they are required to provide under this Contract to another Contractor employee(s) without first obtaining the written consent of the Agency. Further, Contractor shall not re-assign or transfer the Key Persons to other duties or positions such that the Key Persons are no longer available to provide the Agency

with their expertise, experience, judgment, and personal attention, without first obtaining the Agency's prior written consent to such re-assignment or transfer, which Agency shall not unreasonably withhold. Notwithstanding the foregoing, Contractor may replace Key Persons without Agency's consent in the event any Key Persons are no longer available due to death, illness or termination of employment with Contractor. In the event Contractor requests that the Agency approve a re-assignment or transfer of the Key Persons, or if Contractor must replace Key Persons due to death, illness or termination of employment with the Contractor, the Agency shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Persons. Any such replacement shall have substantially equivalent or better qualifications than the Key Person being replaced, and shall perform the Services in accordance with the warranties set forth in Article 8. Any replacement personnel approved by Agency shall thereafter be deemed a Key Person for purposes of this Contract and Exhibit E shall be deemed amended to include such Key Person.

4. TERM. This Contract shall be effective on the Effective Date, and shall expire one year from the Go Live date unless renewed according to the terms of this Contract. Notwithstanding the foregoing, the term for any License Agreement, Maintenance and Support Agreements attached hereto shall be as specified in those agreements.

This Section 4 is negotiable.

5. COMPENSATION.

- 5.1. Maximum Payment Amount. Notwithstanding any other provision of this Contract to the contrary, the maximum, not-to-exceed compensation that Agency will pay to Contractor is four hundred ninety thousand dollars (\$490,000) (the "Maximum Not-To-Exceed Compensation"), which includes payment for any allowable expenses for which Contractor may request reimbursement under this Contract.
- 5.2. Payments.
- 5.2.1. Payment for Services / Deliverables. Subject to the requirements of Sections 5.4 and 5.5 Agency shall pay Contractor for each Deliverable delivered or Milestone completed pursuant to the Statement of Work and Accepted by Agency the fixed price for that Deliverable or Milestone as set forth in the Statement of Work.
- 5.2.2. All Renewing Costs including Maintenance / Support/Hosting and Software Subscription Services. This subsection 5.2.2 is negotiable, however proposer is bound by its cost proposal. Costs for subsequent years, if any, must include a provision capping renewing costs at no more than the annual CPI increase.
- 5.2.3. Payment for Software. This subsection 5.2.3 is negotiable.
- 5.3. Expenses. Agency will not pay any expenses incurred by Contractor during the completion of the Services.
- 5.4. Invoices. Agency shall pay Contractor not more than once each month upon Contractor's submission of detailed invoices that set forth the Deliverables Accepted by Agency. Such invoices shall comply

with the requirements of Sections 5.2, 5.3, 5.4 and 5.5 and shall describe the Deliverables completed and Accepted by Agency for which Contractor seeks compensation and shall itemize and explain all expenses for which reimbursement is claimed. Contractor shall request payment only for Deliverables Accepted by Agency. The invoices also shall include the total amount invoiced to date by Contractor prior to the current invoice. Contractor shall submit invoices to Agency's Authorized Representative. Agency will have the right to review each such invoice for compliance with the requirements of this Section 5.4 and any other relevant provisions of this Contract. All payments to Contractor are subject to ORS 293.462

5.5. **Limit on Payments.** Contractor shall not submit invoices for, and Agency shall not pay, any amount in excess of the Maximum Not-To-Exceed Compensation. If this maximum amount is increased by amendment of this Contract, pursuant to Section 17.15, the amendment must be fully effective before Contractor performs Services or delivers goods subject to the amendment. No payment will be made for any Services performed or Software delivered before the Effective Date or after termination of this Contract, as it may be amended from time to time, in accordance with its terms.

5.6. **Retention Amount.**

5.6.1 **Retention Amount for Services.** Agency shall in all events be permitted to hold back an amount (the "Services Retention Amount") of not more than ten percent (10%) of any amount that is payable by Agency to Contractor, other than amounts attributable to the license of Software, if any. Agency shall pay the then accrued Services Retention Amount to Contractor within thirty (30) days following Go Live.

5.6.2 **Retention Amount for Software.** This subsection 5.6.2 is negotiable.

6. **OWNERSHIP AND LICENSE IN SOFTWARE OR SERVICES.**

This Section 6 is negotiable but must include Sections 6.1 and 6.2.

6.1. **No Rights.** Except as expressly set forth in this Contract, nothing in this Contract shall be construed as granting to or conferring upon Contractor any right, title, or interest in any intellectual property that is now owned or subsequently owned by Agency. Except as expressly set forth in this Contract, nothing in this Contract shall be construed as granting to or conferring upon Agency any right, title, or interest in any Contractor Intellectual Property that is now owned or subsequently owned by Contractor.

6.2. **Competing Services.** Subject to the provisions of this Article 6, and Contractor's obligations with respect to Confidential Information, as defined in Article 7 nothing in this Contract shall preclude or limit in any way the right of Contractor to: (i) provide services similar to those contemplated in this Contract, or, consulting or other services of any kind or nature whatsoever to any individual or entity as Contractor in its sole discretion deems appropriate, or (ii) develop for Contractor or for others, deliverables or other materials that are competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to the Deliverables Each party shall be free to utilize any concepts, processes, know-how, techniques, improvements or other methods it may develop during the course of performance under this Contract free of any use restriction or payment obligation to the other.

7. CONFIDENTIALITY AND NON-DISCLOSURE.

- 7.1. Confidential Information. Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to Agency or Agency's clients. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed to be confidential information of Agency ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known; (b) is furnished by Agency to others, other than Agency's clients, without restrictions similar to those imposed by this Contract; (c) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (d) is obtained from a source other than Agency without the obligation of confidentiality, (e) is disclosed with the written consent of Agency, or; (f) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.
- 7.2. Non-Disclosure. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information for any purposes whatsoever other than the provision of Services to Agency hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Agency in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Agency immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and Contractor will at its expense cooperate with Agency in seeking injunctive or other equitable relief in the name of Agency or Contractor against any such person. Contractor agrees that, except as directed by Agency, Contractor will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Contract, and that upon termination of this Contract or at Agency's request, Contractor will turn over to Agency all documents, papers, electronic files and other matter in Contractor's possession that embody Confidential Information.
- 7.3. Identity Theft. In the performance of the Contract, Contractor may have possession or access to documents, records or items that contain "Personal Information" as that term is used in ORS 646A.602(11), including Social Security numbers. Personal Information is a type of Confidential Information that is highly sensitive and subject to additional protection. Therefore, prior to the receipt of, and during the period in which Contractor has possession of or access to, any Personal Information, Contractor shall have in place, a formal written information security program that provides safeguards to protect Personal Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628.

- 7.3.1. Contractor shall not breach or permit breach of the security of any Personal Information that is contained in any document, record, compilation of information or other item to which Contractor receives access, possession, custody or control under this Contract. Contractor shall not disclose, or otherwise permit access of any nature, to any unauthorized person, of any such Personal Information. Contractor shall not use, distribute or dispose of any Personal Information other than expressly permitted by Agency, required by applicable law, or required by an order of a tribunal having competent jurisdiction.
- 7.3.2. Contractor shall report to the Agency, as promptly as possible, any breach of security, use, disclosure, theft, loss, or other unauthorized access of any document, record, compilation of information or other item that contains Personal Information to which the Contractor receives access, possession, custody or control in the performance of this Contract.
- 7.3.3. Contractor shall ensure the compliance of its employees and agents with this section 7.3.
- 7.4. Security Policies / Non Disclosure Agreement. Contractor at all times shall comply with Agency's security policies. Contractor shall upon Agency's request provide a written non disclosure agreement and obtain such from Contractor's employees or subcontractors performing Services under this Contract including any Maintenance, Hosting and Support Agreement included as Exhibit I.
- 7.5. Injunctive Relief. Contractor acknowledges that breach of this Article 7, including disclosure of any Confidential Information, will give rise to irreparable injury to Agency that is inadequately compensable in damages. Accordingly, Agency may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Agency and are reasonable in scope and content.
- 7.6. Publicity. Contractor agrees that news releases and other publicity relating to the subject of this Contract will be made only with the prior written consent of Agency.

8. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.

- 8.1. General Representations and Warranties. In addition to all other Contractor representations and warranties in this Contract, Contractor also represents and warrants to Agency that:
 - 8.1.1. Contractor has the power and authority to enter into and perform this Contract;
 - 8.1.2. This Contract, when executed and delivered, will be a valid and binding obligation of Contractor enforceable in accordance with its terms;
 - 8.1.3. Contractor will, at all times during the term of this Contract, be qualified to do business in the State of Oregon, professionally competent and duly licensed to perform the Services;
 - 8.1.4. Contractor is not in violation of, charged with nor, to the best of Contractor's knowledge, under any investigation with respect to violation of, any provision of any federal, state or local law, ordinance or regulation or any other requirement or order of any governmental or

regulatory body or court or arbitrator applicable to provision of the Services, and Contractor's provision of the Services shall not violate any such law, ordinance, regulation or order.

8.1.5. Contractor's performance under this Contract creates no potential or actual conflict of interest, as defined by ORS 244, for either Contractor or any Contractor personnel that will perform the Services under this Contract.

8.1.6. The Contractor Data and Tax Certification in the form attached hereto as Exhibit C and the Certification Statement For Independent Contractor in the form attached hereto as Exhibit D, if applicable, are true and accurate as of the Effective Date, and Contractor will notify Agency in writing if any such data or certifications change during the term of this Contract such that the attached Exhibits C or D, if applicable, are no longer true and accurate

8.2. Contractor's Performance Warranties. Contractor represents and warrants to Agency that:

8.2.1. Contractor has the skill and knowledge possessed by well-informed members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contractor and Contractor's employees and any authorized subcontractors perform the Services described in this Contract in accordance with the highest standards prevalent in the industry or business most closely involved in providing the Software or Services that Contractor is providing to Agency pursuant to this Contract

8.2.2. Through the expiration of the Contract, all Software and Services delivered by Contractor to Agency shall materially conform to the Acceptance Criteria set forth in this Contract, including the Statement of Work and any Documentation provided by Contractor and shall be free from error or defect that materially impairs their use, and shall be free from defects in materials, workmanship and design.

8.2.3. Except as otherwise permitted or provided in this Contract, all Software and Services supplied by Contractor to Agency shall be transferred to Agency free and clear of any and all restrictions on or conditions of transfer, modification, licensing, sublicensing, direct or indirect distribution, or assignment, and free and clear of any and all liens, claims, mortgages, security interests, liabilities, and encumbrances of any kind.

8.2.4. When used as authorized by this Contract, no Software or Service delivered by Contractor to Agency infringes, nor will Agency's use, duplication, or transfer of such Software or Services infringe, any copyright, patent, trade secret, or other proprietary right of any third party.

8.2.5. Except as otherwise set forth in this Contract, any subcontractors performing work for Contractor under this Contract have assigned all of their rights in the Software or Services to Contractor or Agency and no third party has any right, title or interest in any Software or Services supplied to Agency under this Contract.

8.2.6. Contractor represent and warrants that it will maintain, operate and enforce, prior to the receipt of, and during the period in which Contractor has possession of or access to, any Personal Information, an active and effective information security program to preserve the

security and confidentiality of all Personal Information that is contained in any document, record, compilation of information or other item to which Contractor receives access, possession, custody or control.

8.2.7. The Contractor represents and warrants that, at the time of delivery and installation of the Software provided through this Contract and Statement of Work, those Software shall be free of what are commonly defined as viruses, worms, spyware, and other malicious defects that will hamper performance of the software, collect unlawful personally identifiable information on users, or prevent the software from performing as required under the terms and conditions of this Contract.

8.3. WARRANTIES EXCLUSIVE; DISCLAIMERS. THE WARRANTIES SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT THAT THE AGENCY'S USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

9. LIMITATION OF LIABILITY.

9.1. EXCEPT FOR LIABILITY ARISING OUT OF OR RELATED TO (i) SECTION 10.1, (ii) SECTION 10.2, (iii) ARTICLE 7 OR (iv) CLAIMS FOR PERSONAL INJURY, INCLUDING DEATH, OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY ARISING FROM THE NEGLIGENCE, RECKLESS CONDUCT OR INTENTIONAL ACTS OF CONTRACTOR, ITS OFFICERS, EMPLOYEES OR AGENTS, CONTRACTOR'S LIABILITY FOR DAMAGES TO THE STATE FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO ONE AND A HALF TIMES THE MAXIMUM-NOT-TO-EXCEED AMOUNT OF THE CONTRACT.

10. INDEMNITIES.

10.1. General Indemnity. Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all third party claims, suits, actions, losses, damages, liabilities, statutory penalties, costs and expenses for personal injury, including death, damage to real property and damage to tangible personal property resulting from, arising out of, or relating to the intentional, reckless or negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Contract; provided that Contractor shall have no obligation to indemnify Agency or the State of Oregon from and against any claims, suits, actions, losses, damages, liabilities, costs and expenses attributable solely to the acts or omissions of Agency or the State of Oregon, and their officers, employees or agents.

10.2. IP Indemnity. In addition to and without limiting the generality of Section 10.1, Contractor expressly agrees to, indemnify, defend and hold the State of Oregon and its agencies, subdivisions, officers, directors, employees and agents harmless from any and all third party claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to any claims that the Software or Services or use thereof infringe or violate any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right (collectively, "Intellectual Property Rights") of any third party. If Contractor believes at any time

that the Software or Services infringe a third party's Intellectual Property Rights, Contractor may upon receipt of Agency's prior written consent, which Agency shall not unreasonably withhold, (i) replace an infringing item with a non-infringing item that meets or exceeds the performance and functionality of the replaced item; or (ii) obtain for Agency the right to continue to use the infringing item; or (iii) modify the infringing item to be non-infringing, provided that, following any replacement or modification made pursuant to the foregoing, the Software continue to function in conformance with the Acceptance Criteria set forth in this Contract. Contractor's failure or inability to accomplish any of the foregoing shall be deemed a material breach of this Contract, and Agency may pursue any rights and remedies available to it under this Contract, including termination. Contractor shall not be liable under this Article 10.2 for any claim for infringement based solely on the following:

10.2.1. Agency's modification of the Software or Services other than as set forth in this Contract, the Software or Services' or System's specifications, or without the written permission of Contractor;

10.2.2. Use of the Software or Services in a manner other than as contemplated by this Contract, their specifications, or as authorized in writing by Contractor;

10.2.3. Use of the Software or Services in combination, operation, or use of with other Software in a manner that does not comply with their specifications, not specified by Contractor or of which Contractor has not approved in writing.

10.3. Control of Defense and Settlement. Contractor's obligation to indemnify Agency as set forth in Sections 10.1 and 10.2 is conditioned on Agency providing to Contractor prompt notification of any claim or potential claim of which Agency becomes aware that may be the subject of those Sections. Contractor shall have control of the defense and settlement of any claim that is subject to Section 10.1 or Section 10.2; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the approval of the Attorney General, nor shall Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

10.4. Damages to State Property and Employees. Contractor shall be liable for all claims, suits, actions, losses, damages, liabilities, costs and expenses for personal injury, including death, damage to real property and damage to tangible personal property of the State of Oregon or any of its employees resulting from, arising out of, or relating to the intentional, reckless or negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Contract

10.5. Insurance. Contractor shall provide insurance as required by Exhibit B.

11. EVENTS OF DEFAULT.

11.1. Default By Contractor. Contractor shall be in default under this Contract if:

- 11.1.1. Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings which are not dismissed within 60 days of their commencement, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
- 11.1.2. Contractor no longer holds a license or certificate that is required for Contractor to perform the Services and Contractor has not obtained such license or certificate within thirty (30) business days after delivery of Agency's notice or such longer period as Agency may specify in such notice; or
- 11.1.3. Contractor commits any material breach or default of any covenant, warranty, obligation or certification under this Contract, fails to perform the Services in conformance with the specifications and warranties provided herein, or clearly manifests an intent not to perform future obligations under this Contract, and such breach or default is not cured, or such manifestation of an intent not to perform is not corrected by reasonable written assurances of performance within thirty (30) business days after delivery of Agency's notice or such longer period as Agency may specify in such notice.

11.2. Default By Agency. Agency shall be in default under this Contract if:

- 11.2.1. Agency fails to pay Contractor any amount pursuant to the terms of this Contract, and Agency fails to cure such failure within thirty (30) business days after delivery of Contractor's notice or such longer period as Contractor may specify in such notice; or
- 11.2.2. Agency commits any material breach or default of any covenant, warranty, or obligation under this Contract, fails to perform its commitments hereunder within the time specified or any extension thereof, and Agency fails to cure such failure within thirty (30) business days after delivery of Contractor's notice or such longer period as Contractor may specify in such notice.

12. REMEDIES FOR DEFAULT.

12.1. Agency's Remedies. In the event Contractor is in default under Section 11.1, Agency may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, which include, without limitation:

- 12.1.1. termination of this Contract under Section 13.2;
- 12.1.2. withholding all monies due for Services that Contractor is obligated but has failed to perform within thirty (30) days after Agency has notified Contractor of the nature of Contractor's default;
- 12.1.3. with respect to Software and Services for which Agency has paid before Acceptance, returning the Software to Contractor for which Agency has paid in exchange for a return of all moneys previously paid for such Software and Services;

12.1.4. initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; and

12.1.5. exercise of its right of setoff.

12.2. Remedies Cumulative. These Agency remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If it is determined for any reason that Contractor was not in default under Section 11.1, the rights and obligations of the parties shall be the same as if this Contract was terminated pursuant to Section 13.1.

12.3. Contractor's Remedies. In the event Agency terminates this Contract as set forth in Section 13.1, or in the event Agency is in default under Section 11.2 and whether or not Contractor elects to exercise its right to terminate the Contract under Section 13.3., Contractor's sole monetary remedy shall be a claim for any unpaid invoices, the percentage of Services completed on each Deliverable up to the not to exceed amount for the Deliverable set forth in the Statement of Work, authorized expenses incurred, less previous amounts paid and any claims which Agency has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section 12.3, Contractor shall pay any excess to Agency upon written demand.

13. TERMINATION.

13.1. Agency's Right to Terminate. Agency may, at its sole discretion, terminate this Contract, as follows:

13.1.1. Agency may terminate this Contract for its convenience upon thirty (30) days' prior written notice to Contractor;

13.1.2. Agency may terminate this Contract if Agency fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for Contractor's services; and

13.1.3. Agency may terminate this Contract if Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the performance of the Services under this Contract is prohibited or Agency is prohibited from paying for such Services from the planned funding source.

13.2. Agency's Right to Terminate for Cause. In addition to any other rights and remedies Agency may have under this Contract, Agency may terminate this Contract, in whole or in part, immediately upon Contractor's default under Section 11.1.

13.3. Contractor's Right to Terminate for Cause. Contractor may terminate this Contract upon Agency's default under Section 11.2.

13.4. Return of Property. Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to Agency all of Agency's property (including without imitation Agency's Confidential Information or data, or any Deliverables designated in this Contract to be owned by Agency for which Agency has made payment in whole or in part) and all Agency client data that are

in the possession or under the control of Contractor in whatever stage of development and form of recordation such Agency property is expressed or embodied at that time. Any property or Software or Service returned or delivered to Agency pursuant to this Section shall be provided without the warranties set forth in Article 8.2, unless, with respect to Software or Services, Agency has accepted the Software or Service pursuant to Section 2.3.

14. INDEPENDENT CONTRACTOR; TAXES AND WITHHOLDING.

- 14.1. Independent Contractor. Contractor shall perform all Services as an independent contractor. Although Agency reserves the right to evaluate the quality of the completed performance, Agency cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Services.
- 14.2. Declaration and Certification. Contractor by execution of this Contract declares and certifies that (i) its performance of the Services creates no potential or actual conflict of interest as defined by ORS Chapter 244, for Contractor or any Contractor personnel who will perform Services under this Contract, and (ii) in the event that Contractor or its personnel are either employed by or performing services for the federal government, that no rules or regulations of the agency for which Contractor or its personnel work or are employed prohibit Contractor or its personnel from providing the Services under this Contract. Contractor also declares and certifies by execution of this Contract that it is not an "officer," "employee," or "agent" of Agency, as those terms are used in ORS 30.265.
- 14.3. Responsible for Taxes. Contractor shall be responsible for all federal and state taxes applicable to compensation and other payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, Agency will not withhold from such compensation and payments any amount to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

15. COMPLIANCE WITH APPLICABLE LAW.

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

16. DISPUTE RESOLUTION.

- 16.1. Litigation. Any claim, action, suit, or proceeding (collectively, "Claim") between Agency (or any other agency or department of the State of Oregon) and Contractor that arises from or relates to this

Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section 16.1 be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR BY EXECUTION OF THIS CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION 16.1.

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

17. MISCELLANEOUS PROVISIONS.

17.1. **Order of Precedence.** This Contract consists of the following documents that are listed in descending order of precedence: (a) the terms and conditions of this Contract, less its Exhibits; (b) the Statement of Work, Exhibit A; (c) Exhibits H, G, I D, E, F, B and C. The aforementioned Exhibits are by this reference incorporated in the Contract. Agency reserves the right to incorporate provisions contained in the RFP and contractor's proposal into the final contract.

17.2. **Recycling.** Contractor shall, to the maximum extent economically feasible in the performance of the Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE (as defined in ORS 279A.010(1)(hh)), and other recycled product as defined in ORS 279A.010(1)(ii).

17.3. **Subcontracts and Assignment.** Contractor shall not enter into any subcontracts for any of the Services required by this Contract or assign or transfer any of its interest in this Contract without Agency's prior written consent. Any proposed use of a subcontractor which is located outside the United States or use of subcontract labor or facilities located outside the United States must be called to the specific attention of Agency. Agency's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

17.4. **Successors and Assigns.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, if any.

17.5. **No Third-Party Beneficiaries.** Agency and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

17.6. **Funds Available and Authorized.** Contractor shall not be compensated for Services performed or Deliverables delivered under this Contract by any other agency or department of the State of Oregon. Agency believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract within Agency's biennial appropriation or limitation. Contractor understands and agrees that Agency's payment of amounts under this Contract is contingent on Agency receiving appropriations, limitations, or other expenditure authority sufficient to allow

Agency, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

- 17.7. Records Maintenance; Access. Contractor shall maintain all financial records and other records relating to its performance under this Contract in accordance with generally accepted accounting principles and in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that Agency, the Oregon Secretary of State and the federal government and their duly authorized representatives shall have reasonable access, at their own cost and expense and only following reasonable notice to Contractor, to such records, in paper or electronic form, to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such records for a minimum of three (3) years, or such longer period as may be required by applicable law, following termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.
- 17.8. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal capacity to perform the Services under this Contract in the State of Oregon before entering into this Contract.
- 17.9. Survival. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations and declarations set forth in Articles V, VI, VII, VIII, IX, X, XII, XIV and XVI, and Sections 14.3, 17.1, 17.4, 17.5, 17.7, 17.9, 17.12, 17.13, 17.18, 17.19, 17.20 and 17.21.
- 17.10. Time Is Of The Essence. Contractor agrees that time is of the essence under this Contract.
- 17.11. Force Majeure. Neither Agency nor Contractor shall be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control, including without limitation acts of God, acts of civil or military authority, fires, floods, earthquakes or other natural disasters, war, riots or strikes. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 17.12. Notices. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery of, facsimile transmission of, or mailing the same, postage prepaid, to Contractor at the address or number set forth on Exhibit E, and to Agency at the address or number set forth on Exhibit F, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 17.12. Any communication or notice so addressed and mailed shall be deemed to be given five (5) calendar days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when the transmitting machine generates receipt of the transmission. To be effective against Agency, such facsimile transmission must be confirmed by telephone notice to the Agency Authorized Representative. Any communication or notice by personal delivery shall be deemed to be given when actually received by the appropriate Authorized Representative.

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

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

17.15. Amendments.

17.15.1. Generally. This Contract may be amended, modified, or supplemented only by a written amendment signed by Agency and Contractor that has been approved by DAS and DOJ, if required by applicable law. Any amendment that provides for additional Software or Services may only provide for Software or Services directly related to the scope of Software and Services described in the RFP, and no amendment shall be effective until all requisite signatures and approvals are obtained.

17.15.2. Anticipated Amendments. The parties have determined that during the term of the Contract, the parties may need to modify selected terms, conditions, price(s) and types of Software and Services under circumstances related to the following illustrative, although not exhaustive, categories of anticipated amendments:

- (1) Amendments required as a result of necessary changes in the State's business process that may restructure a State Agency;
- (2) Amendments to the Statement of Work of a Contract to add Software and Services within the scope of the RFP and the Contract;
- (3) Amendments to delete Software and Services from the Statement of Work of a Contract;
- (4) Amendments to extend the term of the Contract; and
- (5) Amendments to change pricing.

17.15.3. Change Control Procedures.

- (1) Written Change Requests. Either Agency or Contractor may request a change to this Contract, including all Exhibits hereto, by submitting a written change request describing the change requested. Agency's and Contractors' Authorized Representatives will review the written change request and either mutually approve it for further analysis or reject it.
- (2) Analysis of Change Requests; Change Orders. The party to whom the written change request has been submitted, if it has not been rejected pursuant to Section 17.15.3.1, shall analyze such change request to determine the effect that the implementation of the

change will have on the Statement of Work. If Contractor requests to make changes in its design or implementation of the System to enable the System to meet the requirements of the Statement of Work, such changes will be made at no cost to Agency, unless such changes are due to the failure of Agency or its agents to perform its or their responsibilities in a timely manner. If any change is approved, the party that submitted the request for the change shall prepare a written change order, detailing all modifications to the scope, price, Delivery Schedule or other terms (the “Change Order”). A Change Order at a minimum shall contain the following information:

- (a) The date of issuance of the Change Order;
- (b) A detailed description of the Services to be performed under the Change Order;
- (c) The particular specification or matter set forth in the applicable Statement of Work which will be altered and the precise scope of that alteration;
- (d) The cost of the Services to be performed pursuant to the Change Order; and
- (e) The cumulative cost of all Change Orders previously issued.

17.15.4. A Change Order shall alter only that portion of the Statement of Work to which it expressly relates and shall not otherwise affect the terms and conditions of this Contract. Both parties must sign the Change Order to authorize the Services or goods described therein and incorporate the changes into this Contract. No Services shall be performed or goods provided pursuant to the Change Order and no payment shall be made on account of the Change Order until the Change Order is fully executed and approved as set forth in Section 17.15.

17.15.5. Payments. Subject to the foregoing Subsections of this 17.15 and performance of the Services, Agency shall pay for Services performed pursuant to a Change Order in accordance with the acceptance and payment procedures set forth in this Contract.

17.16. Disclosure of Social Security Number. Contractor must provide Contractor’s Social Security number unless Contractor provides a federal tax identification number. This number is requested pursuant to ORS 305.385, OAR 125-246-0330(2)(d), and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal, and local tax laws.

17.17. Waiver. The failure of either party to enforce any provision of this Contract or the waiver of any violation or nonperformance of this Contract in one instance shall not constitute a waiver by the party of that or any other provision nor shall it be deemed to be a waiver of any subsequent violation or nonperformance. No waiver, consent, modification, or change of terms of this Contract shall bind either party unless in writing and signed by both parties and, with respect to Agency’s waiver or consent all necessary State of Oregon approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.

- 17.18. **Headings.** The headings in this Contract are included only for convenience and shall not control or affect the meaning or construction of this Contract.
- 17.19. **Integration.** This Contract including attached Exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Contract.
- 17.20. **No Partnership.** This Contract is not intended, and shall not be construed, to create a partnership or joint venture between Agency and Contractor. Nothing in this Contract shall be construed to make Agency and Contractor partners or joint venture participants.
- 17.21. **Publicity.** Contractor agrees that it will not disclose the form, content or existence of this Contract or any Service in any advertising, press releases or other materials distributed to prospective customers, or otherwise attempt to obtain publicity from its association with Agency or the State of Oregon, whether or not such disclosure, publicity or association implies an endorsement by Agency or the State of Oregon of Contractor's services, without the prior written consent of Agency.

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

CONTRACTOR: YOU WILL NOT BE PAID FOR SERVICES RENDERED OR GOODS PROVIDED BEFORE NECESSARY AGENCY APPROVALS.

Signatures:

Approved by Contractor:

Authorized Signature	Title	Date
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Approved by DHS:

Authorized Signature	Title	Date
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Approved by the Department of Administrative Services:

Exempt per DAS Delegation #306-08, as amended

Authorized Signature	Title	Date
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Approved for Legal Sufficiency:

Assistant Attorney General	Date
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DHS Office of Contracts and Procurement:

Christopher J. Hoffman, OPBC, OCAC, Contract Specialist

Date

EXHIBIT A

STATEMENT OF WORK

EXHIBIT B

INSURANCE.

A. REQUIRED INSURANCE. Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit B prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to Agency.

1. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

2. **PROFESSIONAL LIABILITY**

Required by Agency **Not required by Agency.**

Professional Liability. Contractor shall obtain and maintain at its own expenses for the duration of this Contract Professional Liability Insurance with a combined single limit, or the equivalent, as set forth below. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. Full limits can be obtained by the purchase of one primary policy or a primary and excess policy as needed to provide the full policy limits. Such policy shall include coverage for losses arising from the breach of information security or cyber liability (including Technology Errors & Omissions, Network Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage caused by error, omission, or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The Policy shall be amended to include Independent Contractors providing Professional Services on behalf of or at the direction of Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, known wrongful acts, contractual liability, privacy policy, and insured versus insured.

Per occurrence limit for any single claimant:

From commencement of the Contract term to June 30, 2010:	\$1,600,000.
July 1, 2010 to June 30, 2011:	\$1,700,000.
July 1, 2011 to June 30, 2012:	\$1,800,000.
July 1, 2012 to June 30, 2013:	\$1,900,000.
July 1, 2013 to June 30, 2014:	\$2,000,000.
July 1, 2014 to June 30, 2015:	\$2,100,000.
July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, sections 3 and 5 (Senate Bill 311).	

Per occurrence limit for any number of claimants

From commencement of the Contract term to June 30, 2010:	\$3,500,000.
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July 1, 2010 to June 30, 2011:	\$3,700,000.
July 1, 2011 to June 30, 2012:	\$3,900,000.
July 1, 2012 to June 30, 2013:	\$4,100,000.
July 1, 2013 to June 30, 2014:	\$4,300,000.
July 1, 2014 to June 30, 2015:	\$4,500,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, sections 3 and 5 (Senate Bill 311).

3. **COMMERCIAL GENERAL LIABILITY.**

Required by Agency **Not required by Agency.**

Commercial General Liability. Commercial General Liability Insurance covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the Agency:

Bodily Injury/Death:

Per occurrence limit for any single claimant:

From commencement of the Contract term to June 30, 2010:	\$1,500,000.
July 1, 2010 to June 30, 2011:	\$1,600,000.
July 1, 2011 to June 30, 2012:	\$1,700,000.
July 1, 2012 to June 30, 2013:	\$1,800,000.
July 1, 2013 to June 30, 2014:	\$1,900,000.
July 1, 2014 to June 30, 2015:	\$2,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Per occurrence limit for any number of claimants:

From commencement of the Contract term to June 30, 2010:	\$3,000,000.
July 1, 2010 to June 30, 2011:	\$3,200,000.
July 1, 2011 to June 30, 2012:	\$3,400,000.
July 1, 2012 to June 30, 2013:	\$3,600,000.
July 1, 2013 to June 30, 2014:	\$3,800,000.
July 1, 2014 to June 30, 2015:	\$4,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

AND

Per occurrence limit for any single claimant:

From commencement of the Contract term to January 1, 2010: \$100,000.

From January 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

Per occurrence limit for any number of claimants:

From commencement of the Contract term to January 1, 2010: \$500,000.

From January 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, 5 (Senate Bill 311).

4. **Automobile Liability Insurance: Automobile Liability.**

Required by Agency **Not required by Agency.**

Automobile Liability. Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Contractor shall provide proof of insurance of not less than the following amounts as determined by the Agency:

Bodily Injury/Death:

Per occurrence limit for any single claimant:

From commencement of the Contract term to June 30, 2010:	\$1,500,000.
July 1, 2010 to June 30, 2011:	\$1,600,000.
July 1, 2011 to June 30, 2012:	\$1,700,000.
July 1, 2012 to June 30, 2013:	\$1,800,000.
July 1, 2013 to June 30, 2014:	\$1,900,000.
July 1, 2014 to June 30, 2015:	\$2,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Per occurrence limit for any number of claimants:

From commencement of the Contract term to June 30, 2010:	\$3,000,000.
July 1, 2010 to June 30, 2011:	\$3,200,000.
July 1, 2011 to June 30, 2012:	\$3,400,000.
July 1, 2012 to June 30, 2013:	\$3,600,000.
July 1, 2013 to June 30, 2014:	\$3,800,000.
July 1, 2014 to June 30, 2015:	\$4,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

AND

Property Damage:

Per occurrence limit for any single claimant:

From commencement of the Contract term to January 1, 2010: \$100,000.

From January 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

Per occurrence limit for any number of claimants:

From commencement of the Contract term to January 1, 2010: \$500,000.

From January 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

B. ADDITIONAL INSURED.

The Commercial General Liability insurance and Automobile Liability insurance required under this Contract shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. "TAIL" COVERAGE.

If any of the required professional liability insurance is on a "claims made" basis, Contractor shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and Agency's acceptance of all Services required under this Contract, or, (ii) The expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing 24-month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Contract. Contractor shall provide to Agency, upon Agency's request, certification of the coverage required under this section 4.C.

D. NOTICE OF CANCELLATION OR CHANGE.

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without sixty (60) days' written notice from this Contractor or its insurer(s) to Agency. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by Agency.

E. CERTIFICATE(S) OF INSURANCE.

Contractor shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

EXHIBIT C

CONTRACTOR DATA AND TAX CERTIFICATION

Certification: The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws, including, without limitation, those tax laws listed in ORS 305.380(4), namely ORS Chapters 118, 314, 316, 317, 318, 320, 321 and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Oregon Department of Revenue under ORS 305.620; (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the supplied Contractor data is true and accurate.

Federal Tax Number _____

Oregon Tax Number _____

Contractor Signature _____ Date _____

EXHIBIT D

CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

(Contractor completes if Contractor is not a corporation or is a professional corporation.)

CONTRACTOR IS INDEPENDENT CONTRACTOR.

Contractor certifies he/she meets the following standards:

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

Contractor Signature _____ Date _____

EXHIBIT E

CONTRACTOR PERSONNEL

Authorized Representative:

Project Manager:

Other Key Persons:

EXHIBIT F

AGENCY PERSONNEL

Authorized Representative:

Project Manager

EXHIBIT G
CONTRACTOR'S LICENSE AGREEMENT

EXHIBIT H

PROVISIONS REQUIRED BY FEDERAL LAW

Without limiting the generality of section 15 of the Contract, Contractor shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements. For purposes of this Contract, all references to federal laws are references to federal laws as they may be amended from time to time.

- (1) **Equal Employment Opportunity.** If this Contract, including amendments, is for more than \$10,000, then Contractor shall comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- (2) **Clean Air, Clean Water, EPA Regulations.** If this Contract, including amendments, exceeds \$100,000 then Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Agency, HHS and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include and cause all subcontractors to include in all contracts with subcontractors receiving more than \$100,000 in Federal Funds, language requiring the subcontractor to comply with the federal laws identified in this section.
- (3) **Energy Efficiency.** Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
- (4) **Truth in Lobbying.** The Contractor certifies, to the best of the Contractor’s knowledge and belief that:
 - A. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.
 - C. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- (5) HIPAA Compliance. If the work performed under this Contract is covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), Contractor agrees to perform the work in compliance with HIPAA. Without limiting the generality of the foregoing, work performed under this Contract is covered by HIPAA. Contractor shall comply and cause all subcontractors to comply with the following:
- A. Privacy and Security Of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between Contractor and Agency for purposes directly related to the provision of services to clients which are funded in whole or in part under this Contract. However, Contractor shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate the Agency Privacy Rules, OAR 410-014-0000 et. seq., or the Agency Notice of Privacy Practices, if done by Agency. A copy of the most recent Agency Notice of Privacy Practices is posted on the Agency web site at <http://www.dhs.state.or.us/admin/hipaa/project/privforms.htm>, or may be obtained from Agency
 - B. Data Transactions Systems. If Contractor intends to exchange electronic data transactions with Agency in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, Contractor shall execute an EDI Trading Partner Agreement with Agency and shall comply with the Agency EDI Rules.
 - C. Consultation and Testing. If Contractor reasonably believes that the Contractor's or the Agency's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Contractor shall promptly consult the Agency's HIPAA officer. Contractor or Agency may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the Agency's testing schedule.
 - D. If Contractor is deemed to be a business associate of Agency under HIPAA's Privacy Rule, 45 CFR Parts 160 and 164, Contractor hereby provides Agency with satisfactory assurances that if it receives from Agency or any trading partner any protected health information of any individual, it shall maintain the security and confidentiality of such information as required by the HIPAA's Privacy Rule, and other applicable laws and regulations. Without limiting the foregoing, Contractor agrees that:
 - (a) Contractor will not use or further disclose Protected Health Information otherwise than as permitted or required by this Contract or as required by law;
 - (b) Contractor will use appropriate safeguards to prevent use or disclosure of PHI otherwise than as provided for by this Contract;
 - (c) Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of the Contract;

- (d) Contractor will report to Agency any use or disclosure of PHI not provided for by this Contract of which Contractor becomes aware;
- (e) Contractor agrees to ensure that any agents, including subcontractors, to whom it provides PHI, agree to the same restrictions and conditions that apply to Contractor with respect to such information;
- (f) Contractor shall make available to Agency such information as they may require to fulfill their obligations to account for disclosures of such information;
- (g) Contractor shall make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from the Agency or trading partner (or created or received by Contractor on behalf of Agency or trading partner) available to Agency and to the Secretary of the United States Department of Health and Human Services, for purposes of determining Agency's or trading partners' compliance with HIPAA; and
- (h) if feasible, upon termination of this Contract, Contractor shall return or destroy all PHI received from Agency or trading partners (or created or received by Contractor on behalf of Agency or trading partners) that Contractor still maintains in any form, and shall retain no copies of such information or, if return or destruction is not feasible, Contractor shall continue to extend the protections of this Contract to such information, and limit further use of the information to those purposes that make the return or destruction of the information infeasible.

Subject to the foregoing restrictions, Agency agrees that Contractor may use such PHI in the process of providing transaction mapping, trading partner profiling and training and mentoring services for Agency and trading partners under this Contract.

- (6) Resource Conservation and Recovery. Contractor shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific Software containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.
- (7) Substance Abuse Prevention and Treatment. Contractor shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 USC 300x through 300x-64).
- (8) Audits. Contractor shall comply and, if applicable, cause a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."
- (9) Debarment and Suspension. Contractor shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding

their exclusion status and that of their principals prior to award.

- (10) Medicaid Compliance. To the extent Contractor performs any work whose costs are paid in whole or in part by Medicaid, Contractor shall comply with and cause its subcontractors to comply with the federal and state Medicaid statutes and regulations applicable to the work, including but not limited to:
- A. Keeping such records as may be necessary to disclose the extent of services furnished to clients and, upon request, furnish such records or other information to Agency, the Medicaid Fraud Control Unit of the Oregon Agency of Justice and the Secretary of Health and Human Services;
 - B. Complying with all applicable disclosure requirements set forth in 42 CFR Part 455, Subpart B;
 - C. Complying with any applicable advance directive requirements specified in 42 CFR section 431.107(b)(4); and
 - D. Complying with the certification requirements of 42 CFR sections 455.18 and 455.19.

Contractor shall include and cause all subcontractors to include in all contracts with subcontractors receiving Medicaid, language requiring the subcontractor to comply with the record keeping and reporting requirements set forth in this section and with the federal laws identified in this section.

- (11) ADA. Contractor shall comply and cause all subcontractors to comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the performance of work.
- (12) Pro-Children Act. Contractor shall comply and cause all subcontractors to comply with the Pro-Children Act of 1995 (codified at 20 USC section 6081 et. seq.).

EXHIBIT I

SUPPORT, HOSTING, AND MAINTENANCE AGREEMENT