**EXHIBIT A STATEMENT OF SERVICES**

A. GENERAL INFORMATION

From start to end, the procurement process for the State of Oregon (State) includes many steps. The State doesn't currently have an electronic system that automates the entire process.

Agencies must develop their own systems, practices, and ad hoc work-arounds. For the most part, they rely on manual, paper processes that are time consuming, error prone, difficult to track and measure, confusing and inconsistent for vendors, and not easy to integrate with other systems.

The inconsistency and fragmentation of approaches also makes it difficult for the State to analyze and compare purchasing data, either by agency or for the state as a whole, such as amounts being spent and processing times. Right now, reports must be cobbled together manually from many different systems and sources, and the data is often inconsistent in level of detail and format. These manual processes are also extremely time consuming and an inefficient use of staff resources.

Without the ability to analyze statewide data quickly and effectively, the State cannot make informed decisions about procuring goods and services. Under current processes forecasting, performance measurement, business process reengineering, and other methods to improve the purchasing process require much work to perform data analysis and develop meaningful metrics.

Over the last several months agencies have partnered to acquire an end-to-end eProcurement solution. In order to release a successful Request for Proposal for an end-to-end eProcurement solution, business requirement sessions will need to be facilitated with the 9 participating agencies with diverse business processes.

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE

The purpose of this Contract is to facilitate 8 4-hour work sessions with the 9 participating agencies to document common business requirements for an end-to-end eProcurement solution.

Contractor shall:

1. Attend 2-4 1-2-hour planning/debrief sessions. Dates, times, and locations to be confirmed via email. The first session to occur on Wednesday, November 18, 2015 at 10:00 am at the Public Service Building.

2. Prepare and facilitate 8 4-hour work sessions to be held approximately every Thursday morning beginning November 19, 2015 through February 25, 2016. Dates, times, and location to be confirmed via email.

3. Work with the end-to-end eProcurement Business Analyst to document the business requirements discussed at each work session.

4. Ensure that all participants from the 9 agencies are engaged and participating in the work sessions.

5. Ensure that all participants from the 9 agencies work towards reaching consensus regarding the agreed upon business requirements.

6. Prepare and deliver a final report, no later than March 7, 2016, detailing the outcome and common business requirements as a result of the 8 4-hour work sessions.

C. ACCEPTANCE CRITERIA AND PROCESS

Division shall inspect and either accept or reject each deliverable and Goods delivered within I 0 business days from the date the Contractor delivers the deliverable or Goods to the Division. If the Division does not provide written notice of acceptance or rejection of the deliverable or Goods to Contractor within 10 business days following the date of delivery, Division is deemed to have accepted the deliverable or Goods. If the Division rejects the deliverable or Goods, then the Division's written notice of rejection shall, at a minimum, itemize the apparent defects and include:

i. A description of nonconformance between the deliverable or Goods and the contract requirements and specification for that deliverable or Goods, including warranties;

u. A description of any other nonconformance of the deliverable or Goods: and

iii. A statement indicating whether Contractor may cure the nonconformance and if so, the method in which and time period within which Contractor shall cure.

Contractor's failure to deliver the deliverables and Goods in accordance with the requirements of this Contract is a material breach of this Contract.

D. SPECIAL REQUIREMENTS

i. KEY PERSONS

Contractor and Division agree that each individual specified below is an individual whose special qualifications and involvement in Contractor's performances of Services from part of the basis of agreement between the parties for this Contract and is an individual through whom Contractor shall provide to Division the expertise, experience, judgment, and personal attention required to perform Services ("Key Person"). Each of the following is a Key Person under this Contract:

Victoria Handy, MBA, CSSBB, CPT

Neither Contractor nor any Key Person of Contractor shall delegate performance of Services any Key Person is required to perform under this Contract to others without first obtaining Division's written consent. Further, Contractor shall not, without first obtaining Division's prior written consent, re-assign or transfer any Key Person to other duties or positions so that the Key Person is no longer available to provide Division with that Key Person's expertise, experience, judgment, and personal attention. If Contractor requests Division to approve a re-assignment or transfer of a Key Person, Division shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any individual Division approves as a replacement for a Key Person is deemed a Key Person under this Contract.