



COVER PAGE

THE HIGHER EDUCATION COORDINATING COMMISSION

Is issuing this Request for Proposals under OregonBuys Bid Number:

S-52500-00015669 / HECC #25-113B

for

HECC PPS MODERNIZATION PROJECT

Date of Issue: June 5, 2026

Closing Date and Time: July 8, 2026 at 3:00 PM Pacific Time

Single Point of Contact (SPC): Derek Dizney, Procurement Manager

Phone (voice) 503-979-5912

E-mail: Derek.Dizney@hecc.oregon.gov and cc HECC.Procurement@hecc.oregon.gov

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1. General Information

1.1. Introduction

The Higher Education Coordinating Commission (HECC) issuing this Request for Proposal (RFP) for a successful Proposer to provide a system that allows the agency to administer the Office of Academic Policy Authorization (APA) operation, with related software and services including but not limited to: modest customization, operation and maintenance support. The proposer may propose a software solution that includes vendor-hosted software or alternatives, based on the arrangement that the proposer identifies as most advantageous to the Agency.

1.2. Schedule

The table below represents a **tentative** schedule of events. All times are listed in Pacific Time. All dates listed are subject to change. N/A denotes that the event is not applicable to this RFP

Event	Date	Time
RFP Release to OregonBuys	6/5/2026	
Pre-Proposal Conference	6/22/2026	3:00PM
Questions/Clarification/Protests Due	6/24/2026	3:00PM
Answers to Questions/Clarification/Protest posted to OregonBuys	TBD	
Bid Closing (Proposals Due)	7/8/2026	3:00PM
Evaluation Team Evaluates Proposer Response	7/9/2026-7/15/2026	
Competitive Range Announcement	TBD	
Round 2 Evaluation	TBD	
Issuance of Notice of Intent to Award (approx.)	7/30/2026	
Award Protest Period Ends	7 days thereafter	

1.3. Single Point of Contact (SPC)

The SPC for this RFP is identified on the Cover Page, along with the SPC’s contact information. Proposer shall direct all communications related to any provision of the RFP, whether about the technical requirements of the RFP, contractual requirements, the RFP process, or any other provision only to the SPC.

2. Authority, Overview, and Scope

2.1. Authority and Method

HECC is issuing this RFP pursuant to its procurement authority under ORS 350.075 and House Bill 3026 (Regular Session 2025).

HECC is using the Competitive Sealed Proposals method, pursuant to ORS 279B.060 and OAR 125-247-0260. HECC may use a combination of the methods for Competitive Sealed Proposals, including optional procedures: a) Competitive Range; b) Discussions and Revised Proposals; c) Revised Rounds of Negotiations; d) Negotiations; e) Best and Final Offers; and f) Multistep Sealed Proposals.

2.2. Definition of Terms

2.2.1. General Definitions

Capitalized terms not specifically defined in this document are defined in OAR 125-246-0110 (found here:

<https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=309573>) or in Attachment A, *Sample Contract*.

2.2.2. Definition of Terms

Academic Policy and Authorization (APA) means an Office or a department within HECC that is authorized by statute to oversee academic policy and program approval for public universities and private postsecondary institutions.

Content Management System (CMS) means a system used to manage the creation and modification of digital content of a website with limited technical knowledge and resources.

Configuration means the ability to use tools within the integrated application platform to configure out-of-the-box functionality and features using no-code or low code component approach to development to meet the need of specific requirements or process (i.e., model-driven approach).

Customer Relationship Management (CRM) means a system that allows HECC staff to administer its interactions with clients, typically using data analysis to study large amounts of information.

Customization means extending an integrated application platform capabilities by adding custom, one-of-a-kind, developed code (programs,

class files, scripts) to meet the needs of specific requirements or processes (i.e., canvas approach).

Document Management System (DMS) means functionality that helps businesses create, store, manage, track, and secure electronic documents and paper records, offering features like version control, access permissions, workflow automation, and audit trails for improved efficiency, collaboration, and regulatory compliance.

Enterprise Information Services (EIS) means the office responsible for ensuring alignment between statewide IT policy and operations, advising the governor on enterprise technology and telecommunications, implementing the IT Governance framework, and establishing the State of Oregon’s long-term IT strategy.

Family Educational Rights and Privacy Act (FERPA) means a federal law that affords parents the right to have access to their children’s education records, the right to seek to have the records amended, and the right to have some control over the disclosure of personally identifiable information from the education records. When a student turns 18 years old, or enters a postsecondary institution at any age, the rights under FERPA transfer from the parents to the student (“eligible student”). The FERPA statute is found at 20 U.S.C. § 1232g and the FERPA regulations are found at 34 CFR Part 99.

Higher Education Coordinating Commission (HECC) means the State of Oregon agency responsible for policy and funding coordination to support pathways to postsecondary education for all Oregonians.

Office of Degree Authorization (ODA) means a unit of APA that serves as the state regulator that approves degree-granting private institutions to operate in Oregon.

Personal Identifying Information (PII) means any information that can be used to distinguish or trace an individual’s identity either directly or indirectly through linkages with other information. See Family Educational Rights and Privacy Act regulations (see: [**Portal** means an online browser-based system where Oregon schools can submit an online Application to be considered for licensing or authorization](https://studentprivacy.ed.gov/ferpa#0.1_se34.1.99_13::~:~:text=b)(4)(A))- ,Personally%20Identifiable%20Information,-The%20term%20includes) , for a complete definition of PII specific to education data.</p></div><div data-bbox=)

and review their status. This can also apply to an online system where students can submit complaints or Tuition Protection Fund refund claims.

Private Career Schools (PCS) means a unit of APA that licenses private career schools, in fields as diverse as computer technology, cosmetology, health care, real estate, and business, that provide training and certificate programs to students in Oregon.

Private Career Schools System (PCSVets) means the primary system of record for the APA Private Career Schools' core functions: school licensure, teacher registration, private college degree program authorization, compliance management and reporting. The system produces all authorization materials, including invoices and registration functions for the unit.

Project means the modernization effort associated with Implementation of the Solution, a well-defined sequence of events with an identifiable beginning and ending which purpose is to achieve an identifiable goal, i.e., the configuration, integration, development, implementation, testing, training, operations, and maintenance of the Solution under the Contract. Under the Contract there is a modernization effort to replace the legacy system known as PCSVets as well as modernize other PPS processes by bringing them into a single system.

Private Postsecondary (PPS) is the encompassing term for the unit within the Office of Academic Policy and Authorization that contains both the PCS and ODA programs.

Solution means the complete end product, which may include configuration, customization, and other third-party modules necessary to meet all of the project's requirements.

Statewide Financial Management Application (SFMA) means the State of Oregon Department of Administrative Services Accounting Application.

State Authorization Reciprocity Agreement (SARA) schools are accredited, degree-granting postsecondary institutions authorized by their home state to offer distance education to students in other SARA-member states without needing individual state authorizations.

Tuition Protection Fund means a fund established by Oregon statute to protect students when a career school ceases to provide educational services.

2.3. Overview and Background

HECC is a state agency and commission dedicated to fostering and sustaining the best, most rewarding pathways to opportunity and success for all Oregonians through an accessible, affordable, and coordinated network for educational achievement beyond high school.

2.3.1. Office of Academic and Policy Authorization (APA) – Private Career Schools (PCS) & Office of Degree Authorization (ODA)

The HECC's Office of Academic Policy and Authorization (APA) oversees the quality, integrity, and diversity of private postsecondary programs in Oregon for the benefit of students and consumers, as well as administers public university academic policy and program. Within APA are two (2) units: Private Career Schools (PCS) and the Office of Degree Authorization (ODA).

The two units serve private career school students, owners/operators, teachers, regulated private colleges and universities in Oregon and outside of Oregon that enroll Oregonians and Oregon schools (public and private) that participate in the National Council for State Authorization Reciprocity Agreements.

PCS provides specialized training and certificate opportunities for students with specific career focuses, in fields as diverse as computer technology, cosmetology, health care, real estate and business. The PCS unit licenses these schools and instructors to provide training and certificate programs to students in Oregon.

ODA serves as the state regulator that approves degree-granting private institutions to operate in this state. Without approval or explicit exemption from HECC regulation, a school cannot legally operate in Oregon or offer valid degrees or certificates to Oregonians.

2.4. Current State

2.4.1. PCSVets

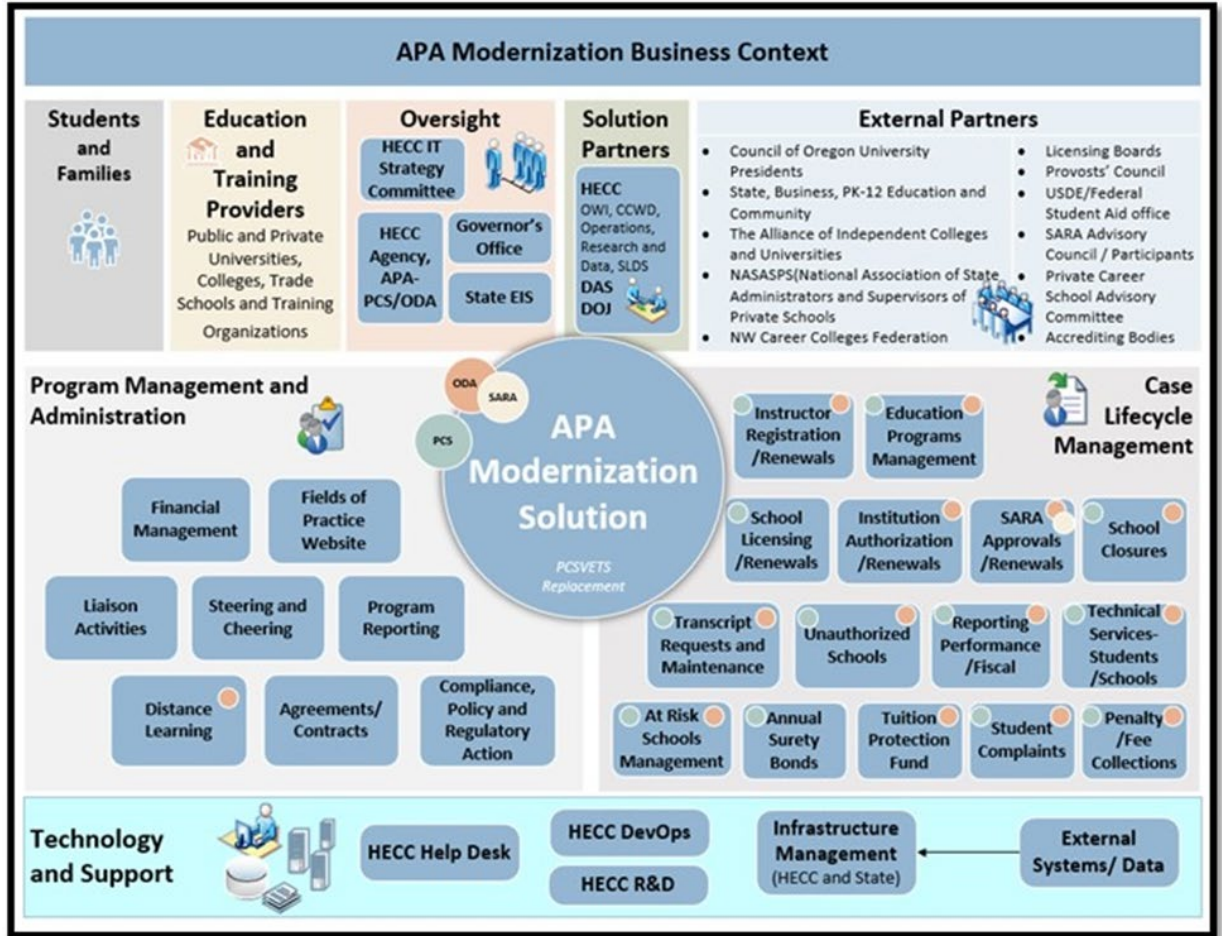
The APA's current system, "PCSVets", was developed over 10 years ago with the Department of Veterans Affairs (DVA), although it no longer incorporates DVA or veteran-specific features. PCSVets handles most of the PCS's main administrative functions, including school licensure, teacher registration, compliance management, internal reporting needs, and generates authorization materials like invoices and registrations except for participant-level data reporting. ODA mainly uses a manual application process that is managed by a variety of spreadsheets.

PCSVets functions are limited due to its outdated user interface and inadequate customer relationship management (CRM) capabilities. Additionally, the systems data management functions are insufficient for both PCS and ODA case work administration. There is currently no Document Management System in place for storing, organizing, or relating documents to business processes. The system runs on a legacy Microsoft Access database and has 10 tables with approximately 4 Gb of total stored records. In addition, there are several spreadsheets containing data that need to be migrated.

2.4.2. Student Complaints

Student Complaints are currently managed through manual processes and a separate Microsoft Access database. This database has 15 tables with approximately 100MB of total stored records. These tools do not meet the needs for case management and do not have the ability to connect cases and resolutions with school records stored in PCS-Vets. There is no document management system, automated reporting, or case management.

The APA Modernization Business Context Diagram, shown below, provides a high-level overview of the impacted parties, program, and support relationships.



Impacted Parties

HECC’s APA Office has several key impacted groups that have an interest in the operation and success of APA. These key business partners depend upon APA to administer non-public higher education institutions and schools, which Oregon students may attend. APA provides regulatory oversight services, and education-related data collection and reporting, which are essential to Oregon’s government and private sector decision makers. Key impacted parties include:

- The United States Department of Education who regulates and funds postsecondary education through grants and loans.
- The Governor’s Office whose education strategy calls for making investments in career and technical education as well as postsecondary pathways.
- External Partners who utilize data and services from HECC to influence their policy and investment decisions.

- Oregon’s Education and Training Providers who utilize APA to become an authorized (or licensed) education provider.
- Students (and families) who are seeking to gain skillsets, which can increase their employability and quality of life.

2.5. Objectives

2.5.1. Improve efficiency by automating and streamlining processes for internal and external users

- Reduce the time HECC takes to complete customer-initiated transactions, specifically:
 - Reduce the time it takes to complete and process applications or student complaints through approval or denial
 - Improve customer understanding of application/complaint and document submission/review processes reducing frequency of requests for assistance through the use of online help or help pop-up screens
 - Improve customer support options (e.g., FAQs, reminders, etc.)
- Eliminate reliance on paper processes and files, spreadsheets, and other manual tracking processes and workarounds

2.5.2. Promote digital equity by enhancing accessibility and meeting ADA and WCAG standards

2.5.3. Support data-driven decisions by improving data access, quality, and integrations

- Enhance data management and reporting capabilities through automation to support reporting and policy making decisions
- Optimize staff resource utilization through automation of tasks currently done manually outside any system or requiring many, manual steps within the system
- Increase transparency for students and increased protection of students through improved access to training performance data for students to use when making decisions about which program to pursue

2.5.4. Ensure HECC PPS Modernization New Solution is secure, reliable, scalable, and adaptable to evolving business needs

- Reduce amount of technical support outside of program staff needed to administer programs including implementing new programs or making significant changes to existing programs

2.6. Scope of Service

The Successful Proposer shall provide, configure, customize and implement a COTS, or vendor-hosted cloud, or SaaS Solution enabling the agency to administer the Office of Academic Policy Authorization (APA) operation. In support of this effort, HECC anticipates that the Successful Proposer will provide a comprehensive set of services necessary for implementation, operations and maintenance of the Solution.

The Services described in this section represent the minimum required scope and are general in nature to accommodate a range of potential vendor-provided software Solution. The Proposer's Implementation Plan shall describe how these Services will be delivered and may include additional services as necessary to ensure a successful implementation, subject to agency approval and formal change control.

2.6.1. Project Planning and Project Management:

Successful Proposer shall provide all Proposer's project management services necessary to complete the implementation of the Solution from the kickoff meeting through closeout. Successful Proposer shall develop a Project Management Plan (PMP) in alignment with PMBOK best practices.

Successful Proposer shall create and manage a project schedule in a mutually agreeable method and templates, such as MS Project format, and update both the PMP and Project Schedule through Final Acceptance.

Successful Proposer shall collaborate and coordinate with HECC to combine and align the Agency's PMP and the Successful Proposer's PMP including schedule, milestones, deliverables, and any other appropriate documentation identified by HECC. All changes to the Proposer's PMP shall be subject to written approval by HECC before moving forward with execution.

HECC's Agency project team will work with the Successful Proposer's project manager through each phase of the Project, including the monitoring and controlling of all Project activities. All communications between HECC and the Successful Proposer shall be coordinated through the respective project

leadership. This coordination will include regular meetings to review project status. These ongoing status meetings will include such areas as schedule review, accomplishments for the prior week, plans for the next 30 days, defects review, release / development review, interface status review, deliverable status review, change control review, staffing review, etc. The format, sections and topics of these status reports will evolve over the course of the project as requested by the State.

In addition, the Successful Proposer shall assist HECC in the development and update of documents associated with the PPS Mod project including but not limited to: architectural assessment, System Security Plan Document and associated template (found here: https://www.oregon.gov/eis/cyber-security-services/pages/guidance-for-state-agencies.aspx?utm_source=dAs&utm_medium=egov_redirect&utm_campaign=https%3A%2f%2fwww.oregon.gov%2fdas%2foscio%2fpages%2fsecurity_guidance.aspx), and “Cloud Workbook” assessment, if applicable based on vendor Proposal (found here: https://www.oregon.gov/das/Policies/107-004-150_PR_Attachment.docx), as required by the State of Oregon Enterprise Information Services Office. Additional documents needed will be finalized during SOW development.

2.6.1.1. Organizational Change Management (OCM) Support

As part of the Project Management work the Successful Proposer will work in collaboration with the HECC project team OCM Lead, to provide documentation and information that may be required in order for the OCM Lead to develop an Organizational Change Management (OCM) plan. Additionally, Successful Proposer may be asked to participate in interviews as part of the OCM effort.

To prepare for the Solution, the Project team (both HECC project team, Successful Proposer, and OCM lead) will utilize the OCM lead’s methodologies for identifying, assessing, and mitigating communications and change management risks together. This will include deliberately planned, proactive communications that are delivered to relevant members of an impacted group. Successful Proposer will not be in charge of, or responsible for this effort, but rather, to work collaboratively as part of the Project team to identify and relay information to the parties identified in the PMP as part of

the Successful Proposer's responsibilities.

2.6.1.2. Project Close-Out:

Successful Proposer shall work with HECC Project Team to develop a Project Close-Out Plan. Plan must detail how Proposer will finalize all activities and ensure completion, show all work has received formal written acceptance, ensure transfer of project knowledge, actions and activities necessary to transfer the project's products/services to Operations and Maintenance, if applicable, and provide a closing report.

2.6.2. Requirements Analysis, Functional Design and Development

Successful Proposer shall document and reconcile all HECC Requirements against the Solution via a Requirements Traceability Matrix (RTM), based upon the information in Attachment G, to ensure the Successful Proposer has met HECC accepted requirements for the Solution.

The resulting Requirements Traceability Matrix (RTM) must include a HECC-approved structure and ensure clear mapping among agency requirements, configured Solution capabilities, and identified gaps. The RTM shall reflect outcomes of requirements validation sessions, including Joint Application Design (JAD) or equivalent collaborative workshops, and shall clearly identify configuration decisions, required integrations, and any proposed customizations. The Successful Proposer shall update the RTM throughout implementation to reflect the current state of the Solution and submit updates to HECC for review and acceptance through Final Acceptance of the system.

The Successful Proposer shall document how the configured Solution satisfies agency requirements, including configuration workbooks or design documentation sufficient to support system administration, ongoing maintenance, and knowledge transfer.

The Successful Proposer shall create a Functional and Technical Design Specification document(s). The Successful Proposer shall develop and manage all configuration and integration activities against the Functional and Technical Design Specification documents. Successful Proposer shall collaborate and coordinate with HECC's project team where required, to outline an agreed upon approach. The The Solution shall be implemented

using best practices to ensure the ease of future expandability without significant modification or rework of previously released functionality.

In the event that customization is required to modify the vendor-provided software solution to fulfill agency business needs or requirements, the Successful Proposer shall collaborate with agency staff throughout the design, development, testing, and deployment of such changes. All customizations, including any associated costs or schedule impacts, shall be clearly documented and managed in accordance with the agency's formal change order process, with written approval required prior to implementation.

2.6.3. System Interfaces

The Successful Proposer shall interface the Solution with multiple databases and systems (see Attachment H, Interfaces). In the Project Implementation Plan (see Section 2.6.7), the Successful Proposer shall describe their approach towards interfacing and integration with other solutions (e.g., XML, Web Services) including use of specific tools, methods, and standards. Successful Proposer shall provide documentation specific to each Solution interface (an Interface Control Document) to describe functionality, such as file layouts, field requirements, communication methods, etc., See Attachment H, Interfaces, for context.

2.6.4. System Architecture

Proposer shall provide both a narrative description of the Solution architecture and a diagram detailing the architecture. Successful Proposer will be responsible for the development of logical, solution, and physical diagrams maintaining semantic consistency between these diagrams. Additionally, Successful Proposer must develop data flow and integration diagrams.

2.6.5. Data Migration and Conversion:

2.6.5.1. Data Migration Plan

Proposer shall create and execute against a Data Migration/Conversion Plan, which describes the strategy for converting and validating historical data into the Solution. The Plan must include, but is not limited to, strategic and tactical guidance

for all parties involved in the data conversion and migration efforts, a schedule of conversion events by converting entity, and a method for weekly reporting on migration status. This data includes: MS Access database tables, MS Excel spreadsheets, MS Word documents, and PDF documents. Much of this data is confidential and contains PII, any storage or transferal of this data must adhere to state security control standards. Finally, Proposer should describe an Overall Approach, Tools, Manual Clean-up and Migration, procedure of addressing missing data, combining accounts procedure, data validation, migration management, quality assurance, constraints, risks and data management. Proposer shall describe any custom configuration or development needed to complete the Data Migration and Conversion.

2.6.5.2. Data Migration

Successful Proposer's migration strategy must also evaluate the quality and general state of data and determine data cleansing requirements. Ideally, the standard Extract (E), Transform (T) and Load (L) or E-T-L approach is recommended; however, if the data cannot migrate using this method, Successful Proposer shall produce, develop and employ appropriate data migration methods.

2.6.5.3. Data Validation

Successful Proposer shall assist HECC in creating validation reports to ensure overall integrity of the converted data. Successful Proposer shall ensure the accuracy of the data. Successful Proposer shall develop validation routines through a workshop process, and modify those routines as necessary, subject to the consent and approval of HECC. Successful Proposer will establish benchmarks in conjunction with the validation process to ensure the integrity of the conversion process.

2.6.5.4. Data Mapping and Cleansing

Successful Proposer shall assist, support, and document the data fields required to meet the needs of mapping to HECC's data model. Only fields required to support the data model will be prioritized during the mapping process. In order to provide consistent data to

be converted, HECC will be responsible for providing direction to Successful Proposer, including identifying the data to be converted.

Successful Proposer shall create a full crosswalk of the data to be included and the data to be excluded. HECC will be responsible for validating the crosswalk that the Successful Proposer developed ensuring the data from the legacy system matches the data loaded into the Solution for completion.

2.6.5.5. Data Migration Iterations

Successful Proposer shall, at a minimum, conduct the following activities and produce the associated project deliverables as part of the data migration effort:

1. Role and Responsibility Matrix for ETL and Migration Approach,
2. Conversion to Conversion Testing environment (or DEV, if collaborative validation is allowed),
3. Conversion to User Acceptance Testing (UAT) environment to support state testing activities,
4. Conversion to Training environment to support training activities, and
5. Conversion to Production Environment (Prod).

Depending on the Successful Proposer's recommended project development and Implementation Plan, and with state approval, the Successful Proposer may need to conduct multiple migration/conversion cycles to the outlined environments above.

2.6.5.6. State Security Control Standards:

Much of this data is confidential and contains PII. Any storage or transferal of this data must adhere to state security control standards (found here: <https://www.oregon.gov/eis/cyber-security-services/Pages/guidance-for-state-agencies.aspx>). The Data Migration/Conversion Plan should describe the general approach used to extract, transform, cleanse, and load data from HECC's existing sources into the Solution. Describe any automated tools that will be used, any parts of the conversion to be done manually, how potential constraints or conflicts will be handled, and the approach to quality control before and after conversions. Note that the state's EIS Interim Guidance on AI use may require additional

approvals for use of artificial intelligence tools to perform any of the services under the resulting contract if Agency is supplying confidential or sensitive data.

2.6.6. Infrastructure Set Up / Disaster Recovery

Successful Proposer shall set up the required computing platform, Solution environments, and configure the Solution based on the Requirements, HECC Accepted RTM, and design documentation. At a minimum, HECC expects the following environments: development, testing, training, and production.

2.6.6.1. Infrastructure Set Up:

HECC will acquire or subscribe to software solution and hosting model proposed in the proposer's Attachment E – Price Proposal. . The Successful Proposer shall establish and configure computing environments, implement and maintain security controls, manage environment changes, and deploy approved configurations or customizations. Depending on the Operation and Maintenance agreement, see Section 2.6.10.1, HECC IT Staff should be able to perform routine configuration updates to the Solution , however more complex changes or customizations may require coordination with the Successful Proposer.

2.6.6.2. Disaster Recovery:

Successful Proposer shall develop and deliver a disaster recovery plan that reflects the successful Proposer-recommended and HECC-authorized approach for HECC to use in the event of an HECC declared disaster. The disaster recovery plan will be tested prior to go-live.

2.6.7. Implementation

Successful Proposer shall develop and execute an Implementation Plan that outlines the tasks and activities that will take place during implementation as well as describe the Successful Proposer's overall strategy and services needed for the Solution Go-Live. Successful Proposer shall configure its Solution (and perform customization, if applicable) to meet the requirements and specifications, including Requirements, the technical design and the functional design. Successful Proposer shall conduct testing of the Solution

per the agreed upon Testing Plan prior to submitting the configured Solution to HECC for implementation.

The Implementation Plan must include, but is not limited to:

- The implementation phases and implementation services timeline,
- list of go-live preparation activities,
- rollback strategy,
- detailed description of Proposer-provided support throughout implementation,
- A plan for providing and maintaining a Data Dictionary,
- A plan for providing HECC admin access to the production Solution,
- A plan for updating the design Documentation based on Solution changes made during implementation support, and
- Successful Proposer's resources and contact information and how user roles will be defined and set up in the Solution.

The State of Oregon Cyber Security Services requires that the Successful Proposer shall complete System Security Assessments/Audits of the Solution. This is done in collaboration with the Cyber Security Services office, and once completed, HECC will require a report with the results of security and vulnerability assessments and audits.

2.6.8. Testing:

The Successful Proposer shall develop and execute against a test plan to document testing services.

Test plan should include the following Testing Activities:

- Unit Testing
- Integration Testing
- System Testing
- User Acceptance Testing
- Regression Testing
- Performance Testing
- Penetration/Security Testing

Successful Proposer shall test the Solution in accordance with the Requirements and the HECC Accepted Test Plan to ensure that the Solution accurately reflects the Requirements and associated HECC accepted design

documentation.

Each applicable test cycle shall be identified by the joint project team, and the use of industry-standard automated testing software is strongly encouraged.

Successful Proposer shall provide technical support on an as needed basis as requested by HECC during UAT for any Solution issues that arise from the UAT process. HECC will test the entire Solution to determine if the Solution is in material conformance with the Solution Requirements, current Accepted RTM, Function and Technical Design Specification Document, and Interface Control Document based upon the Accepted Test Plan and developed test cases.

Successful Proposer shall facilitate UAT training and provide UAT training materials for UAT testers.

Successful Proposer shall include any data loads, environment refreshes, account setup, code fixes, redeployment, quality assurance testing, retesting, regression testing and any other set up and support functions necessary for HECC to complete UAT Testing.

Successful Proposer shall work with HECC to conduct state led penetration/security testing which might include a third-party to conduct the testing.

2.6.9. Training, Documentation, and Guides:

Successful Proposer shall develop a training plan, which identifies the approach to training, schedule, tools, environments, readiness, and user guides to be developed. Successful Proposer's training approach shall be appropriate to meet the needs of HECC staff (e.g., train-the-trainer, web-based trainings, hybrid approach to training, etc.) and ensure a high-quality level of knowledge transfer, documentation hand-off and meeting the overall delivery schedule. Proposer will be expected to collaborate and coordinate with the Project Team's Training Lead to ensure all needs are being met.

If Successful Proposer plans to use a subcontractor for any training related services, the training plan shall describe how the subcontractor will conduct

those training related services and how Successful Proposer will monitor and manage the subcontractor relationship. All subcontractors must be approved by HECC prior to any goods or services being rendered to the Successful Proposer by the subcontractor.

Successful Proposer shall develop and provide to HECC a formal user guide including but not limited to screen shots of user interface, step by step guide to login and upload procedures, and reports guide.

HECC anticipates the need for the following Proposer provided Solution-related training prior to implementation of the Solution:

2.6.9.1. Train-the-Trainer Approach.

Successful Proposer shall incorporate a “Train-the-Trainer” approach where key HECC team including subject matter experts (“SME”) will be trained through implementation on the modules and then the SMEs will train the remaining HECC staff in the respective areas as well as partners. The Successful Proposer will develop the materials for use in trainings for HECC staff and partners. Ownership of the materials will transfer to HECC for their use in train the trainer and future trainings.

2.6.9.2. End-User Training.

Successful Proposer shall provide training through implementation and include joint participation by the relevant HECC program owner supporting the process area in the new Solution. The training will include a detailed instruction document on the use of the Solution, including system access, user account management and documentation control (e.g., uploading of eligibility documentation materials), and commonly encountered issues and resolutions. This training should encompass all users based on system role – including elevated permission roles.

2.6.9.3. System Administrator Training.

Successful Proposer shall provide transfer of knowledge such that HECC IT staff can support and maintain the Solution in the most

proficient manner once the implementation is complete as necessary.

Successful Proposer shall provide a fully functional training environment that is a duplicate of the production environment that can be used for all trainings.

Successful Proposer shall provide a post-implementation training plan for on-going training in regard to system updates, and any other system changes that affect HECC users.

2.6.10. Post implementation Go-Live Support:

Proposer should outline services provided and the duration of such services to support the System post-implementation.

2.6.10.1. Operations and Maintenance Support (O&M)

Successful Proposer shall provide a comprehensive O&M plan describing all activities necessary to support, maintain, monitor, secure, and continuously improve the proposed solution throughout the contract lifecycle. The operations and maintenance support plan shall include a plan for providing security patches. The Successful Proposer shall provide a team of trained technicians and experts who can troubleshoot problems, answer questions, or assist in completing tasks. The point of contact from HECC will be HECC IT staff. Successful Proposer shall provide support during all subsequent periods of support set forth in the Contract.

Successful Proposer shall provide the Solution in accordance with the Service Level Agreement (SLA) set forth in the Sample Contract Exhibit B. The SLA will address the ongoing needs of the Agency over the course of the Contract period. The SLA will describe the key elements such as a description of services, service standards and metrics, service tracking and reporting, periodic review and change process, and responding to software incidents and problems.

Successful Proposer could provide optional health and performance monitoring services for the Solution. If Proposer proposes these services, it must be optional and shall be listed as a separate line item

on the Price Proposal.

2.6.10.2. Ongoing Services, Maintenance, and Repair:

Customer Services/Help Desk: Proposer must provide a description of any ongoing services, maintenance and repair, customer services and/or help desk services and the timeframe for which each will be provided to the HECC. As a part of its ongoing Services, Proposer shall submit:

- **Escalation Plan** that includes: the procedure to be used during the implementation and post implementation of the project if resolution is required to a conflict arising during the duration of the resulting Contract and a call prioritization guidelines including names, titles, and contact information.
- **Disaster Recovery Plan** that reflects the Proposer-recommended and HECC-authorized approach for HECC use in the event of an agency or contractor declared disaster. The plan must define the scope, objectives, and stakeholders related to disaster recovery procedures that would be used to maintain ongoing services. The Plan must include a Recovery Time Objective (RTO) and a Recovery Point Objective (RPO).

2.6.10.3. Licensing or Subscription Costs (including hosting), as applicable.

As applicable, Successful Proposer shall describe licensing or subscription model, including hosting. Contractor shall provide annual costs for the first 5 years of the project in Attachment E.

2.6.10.4. Enhancement Support

Successful Proposer shall use the change management process to meet the requirements necessary for a successful implementation of the initiative within the specified period of time and an hourly rate of the work that will be performed. Successful Proposer shall work collaboratively with HECC staff to produce the best possible outcome.

2.6.11. System Security Plan:

Successful Proposer shall assist HECC in documenting a System Security Plan following the Enterprise Information Services (EIS) Cyber Security Services (CSS) Security Plan Document and associated template at: https://www.oregon.gov/eis/cyber-security-services/pages/guidance-for-state-agencies.aspx?utm_source=dAs&utm_medium=egov_redirect&utm_campaign=https%3A%2f%2fwww.oregon.gov%2fdas%2foscio%2fpages%2fsecurityguidance.aspx

2.7. High Level Functional Expectations:

HECC is seeking a Solution that can meet the HECC enterprise needs now and into the future. The Successful Proposer's Solution shall meet HECC's Requirements (identified in the Attachment G: "Solution Requirements" document). High level requirements for the Modernization Solution include:

2.7.1. Customer Centric Focus:

The Successful Proposer shall employ a customer-centric web design principle for the front-end. The Solution must include role-based user accounts and be accessible through a variety of channels (including mobile devices and web browsers). The Solution shall accommodate timely system changes through configuration, whenever possible, including data elements, and security roles.

The Solution shall provide a unified and easy to use interface to provide a consistent experience for students, schools, partners, HECC staff and other program participants. The Solution shall include an interface to securely accept and process new forms, applications, renewals, correspondence, etc. directly through a centralized portal, and support staff evaluation of those documents to a final result. The Solution shall also communicate status, alerts, balances, dashboard notifications, etc. to: schools, HECC staff, and partners, and provide account administration, program application administration data management, communications, and document management.

2.7.2. Enterprise Contact Management

The Solution shall provide multiple views of contact details and associations including self-service and HECC staff updates. The Solution shall provide tables of data behind the scenes that allows for broad and complex associations to occur. Contact data and associations change often, and the Solution shall aid HECC with greater visibility into what and how an individual interaction might be related to the licensing or authorization processes, as well as service providers and clients that HECC supports.

2.7.3. Enterprise Workflow Processes

The Solution shall automate processes to transition manual and menial tasks to the system so HECC staff can focus on complex decision-making functions. The Solution shall provide a suite of capabilities, which can be configured and re-used across multiple HECC work streams to help standardize data collection and process logic. Requirements may change due to state and/or federal changes between now and project go-live. The Implementation Plan (see Section 2.6.7) shall accommodate, to the greatest extent possible, these types of changes in how programs function.

Functions are to include but not limited to notifications, communications, scheduling, evaluations of conditions, customer service questions, document classification, data validations, workflow processes or work assignments, auditing, and warnings. The Solution shall provide templates, auto-filled paper forms, and e-mail notifications according to platform definable decisions, conditions, and schedules.

2.7.4. Enterprise Data Management

The Solution shall support submission, case attachment, categorization, and access to documents through the platform Solution interface. The Solution shall automatically apply metadata (data about the document including field values such as transcript, provider, document type, date, status, etc.) to facilitate enterprise classification, analytics, searching and storage of the documents. The Solution shall provide a data storage environment that allows all data necessary for PPS workflows. In addition, the Solution should allow for the export of all data fields to external databases with both scheduled and ad-hoc transfers.

Specific data elements and structures are required for business work streams, but the data collected often serves multiple purposes within the organization. Not all of the listed data domains will be utilized in this project

but may be included in the future. The Solution shall make available enterprise data elements at points where the data is most relevant and can collect, validate, and contribute to the management of those data elements.

2.7.5. Document Management System

The Solution shall include integrated Document Management System (DMS) functionality or seamless native integration with a DMS capable of supporting HECC's operational, regulatory, and records management needs. The DMS must provide centralized, secure, and scalable document storage with configurable organization, metadata tagging, and version control capabilities. The Solution shall allow documents to be directly associated with records, cases, applications, workflows, or other relevant system entities and support role-based access controls, audit tracking, and robust search and retrieval functionality. The DMS must also support document retention, archival, and disposition in accordance with applicable state records requirements. The Proposer shall clearly indicate whether the DMS functionality is native to the Solution, requires third-party integration, or requires customization to meet agency requirements.

2.7.6. Enterprise Features

Solution should support multiple work stream functions such as features for payment processing, redaction tools, encryption, and other capabilities. These should integrate with other agency and state technologies while considering data and application availability and scalability. It must include or leverage approved electronic signature capabilities to save time by allowing users to sign and submit forms electronically, eliminating the need for downloading, printing, signing, scanning and uploading.

2.7.7. Data Integration

The Solution shall exchange data with HECC's electronic payment vendor and the Statewide Financial Management Application (SFMA) and other external and internal HECC data sources. See Attachment H, Interfaces and Reporting Needs. Data collected from the financial systems shall be leveraged, collected, updated and/or shared with the various PPS work streams.

The Solution shall allow tracking of amounts due, collections, and disbursements records in SFMA and providing reporting and reconciliation services. The reporting and reconciliation services shall leverage data acquired from other HECC offices and other external partner systems through data integration services and methodologies.

2.7.8. Enterprise Reporting Tools

The Solution shall provide a customizable dashboard and enterprise reporting tools to support reporting on large data sets, trends, efficiencies, and performance data. HECC can use this information to evaluate and plan resource needs based on workload levels, and to understand bottlenecks and successes within the work streams.

The Solution shall seek to add data capabilities beyond those commonly available in the Solution to include robust reporting tools to evaluate the collected data. The Solution shall support user-built and system-built reporting capabilities for legislative mandated reports as well as ad-hoc operational related reporting requirements.

2.7.9. Best Practices and Security Standards

The Successful Proposer shall employ strategies that support business objectives and help reduce risks; align with the State of Oregon security plans, standards, and policies to help adopt expected best practices, which is based on NIST Special Publication 800-53 current version. Contractor shall support Agency's development of the System Security Plan (SSP) Document and associated template for the Solution prior to go-live and following go-live. The SSP Document and associated template can be found at:

https://www.oregon.gov/eis/cyber-security-services/pages/guidance-for-state-agencies.aspx?utm_source=dAs&utm_medium=egov_redirect&utm_campaign=https%3A%2F%2Fwww.oregon.gov%2Fdas%2Foscio%2Fpages%2Fsecurity_guidance.aspx

The Successful Proposer shall also utilize industry standards and best practices for architecture, coding, and security. Successful Proposer shall obtain HECC's approval for any third-party tools integrated into the final Solution that requires separate subscription, license agreements or fees not included with the Solution.

2.7.10. Accessibility

The Solution shall meet the HECC’s accessibility requirements that is based on W3, Web Content Accessibility Guidelines (WCAG) 2.2 Level AA, and the Federal Section 508 of the Rehabilitation Act (29 U.S.C. § 794d).

2.7.11. Diversity, Equity, Inclusion, and Accessibility

The HECC modernization project is intended to enhance the agency Diversity, Equity, Inclusion, and Accessibility (DEIA) [Equity Lens](#). We believe when the agency systems are more connected, transparent, and easier to navigate, barriers decrease and access increases for the communities we serve. These improvements support a more consistent and equitable experience for both agency staff and the people who rely on our services now, and into the future.

3. Procurement Requirements

3.1. Submission Requirements

3.1.1. Round 1 Proposal Submissions

To be considered for evaluation, Proposal must contain each of the following elements (further detailed in Proposal Requirements Section 3.2 below):

3.1.1.1. Administrative Proposal

- Proposer Information and Certification Sheet (Attachment C)
- Disclosure Exemption Certification (Attachment B)
- Executive Summary
- Security Statement
- Proposer’s Organization Profile
- Experience and Capabilities
- Key Persons, Organizational Chart, Subcontractors
- Reference Check Form (Attachment D)
- Underlying Agreements
- Value Added Services

3.1.1.2. Technical Proposal

- Overall Technical Information
 - Describe your approach for how you will perform each on the tasks in section 2.6, i.e., Project Planning, Project

Management, Requirement Analysis, etc. Provide sample deliverables including, but not limited to, Sample Test Plan and Sample Project Management Plan.

- System Architecture
 - Proposer must include narrative description, architectural sketches, conceptual and/or reference architecture diagrams. Diagrams must be sufficiently detailed to support evaluation of functional fit, technical fit, security, and implementation approach.
- Solution Requirements Response (Attachment G)
 - Functional requirements
 - Non-functional requirements

3.1.1.3. Price Proposal

- Price Proposal (Attachment E)

3.1.2. Proposal Page Limits

Proposal is limited to 100 pages. The Round 1 Proposal Submissions listed below in this Section 3.1.2 are the only items that count towards the page limit:

- Administrative Proposal, except for response to Project Samples and Attachments B, C, D, and I.
- Technical Proposal, except for response to Attachment G.

3.1.3. Proposal Format and Quantity

Proposal should follow the format and reference the sections listed in the Round 1 Proposal Requirements (Section 3.2). Responses to each section and subsection should be labeled to indicate the item being addressed. A Proposal received not following these submittal requirements may be rejected as non-Responsive.

If possible, Proposer should submit its Proposal electronically through OregonBuys. An alternative submission method is described below in Section 3.1.4.

3.1.3.1. OregonBuys Electronic Response

If Proposer submits its Proposal through OregonBuys, Proposer shall submit one copy of its Proposal and all other submittal requirements,

with Attachment C - Proposer Information and Certification Sheet bearing the Proposer's authorized representative's Signature, in one of the following formats: searchable Adobe Acrobat (pdf), Microsoft Word (docx), or Microsoft Excel (xlsx). If Proposer believes any of its Proposal is exempt from disclosure under Oregon Public Records Law (ORS 192.311 through 192.478), Proposer shall complete and submit the Disclosure Exemption Affidavit (Attachment B). Proposer shall also mark as "Confidential" in OregonBuys all attachments to its Proposal that Proposer believes are exempt from disclosure.

The Proposer Information and Certification Sheet (Attachment C) must bear the Proposer's authorized representative's Signature.

Price Proposal (Attachment E), Solutions Requirement (Attachment G), and Statewide Information Security Standards (Attachment I) information must be submitted in Excel formatted documents as attachments to your proposal.

3.1.3.2. Email Response

If Proposer submits its Proposal via email to the SPC at the email addresses listed on the Cover Page, Proposer shall submit one copy of its Proposal and all other submittal requirements, with Attachment C - Proposer Information and Certification Sheet bearing the Proposer's authorized representative's Signature, in one of the following formats: searchable Adobe Acrobat (pdf), Microsoft Word (docx), or Microsoft Excel (xlsx).

The Proposer Information and Certification Sheet (Attachment C) must bear the Proposer's authorized representative's Signature.

Price Proposal (Attachment E), Solutions Requirement (Attachment G), and Statewide Information Security Standards (Attachment I) information must be submitted in Excel formatted documents as attachments to your emailed submission.

Note that email attachments cannot exceed 20 megabytes. If your Proposal exceeds 20 megabytes cumulatively, you may submit your Proposal in multiple emails by labeling them, "Proposal to HECC Solicitation 25-113B, Email 1 of X" and updating the email number with each subsequent email.

3.1.4. Confidential Information

If Proposer believes any of its Proposal is exempt from disclosure under Oregon Public Records Law (ORS 192.311 through 192.478), Proposer shall complete and submit the Disclosure Exemption Affidavit (Attachment B).

Further, if Proposer is submitting its proposal through OregonBuys, Proposer shall also mark as “Confidential” in OregonBuys all attachments to its Proposal that Proposer believes are exempt from disclosure. If Proposer is submitting its proposal to the SPC via email, Proposer shall mark each document containing information it believes to be confidential with “CONFIDENTIAL” in the file name for the attachment.

3.1.5. Authorized Representative

Failure of the Authorized Representative to sign the Proposal may subject the Proposal to rejection by HECC.

3.2. Round 1 Proposal Requirements

Proposal must address each of the items listed in this section and all other requirements set forth in this RFP. Proposer shall describe the Goods to be provided or the Services to be performed or both. A Proposal that merely offers to provide the Goods or Services as stated in this RFP may be considered non-Responsive to this RFP and will not be considered further.

Proposal should not include extensive artwork, unusual printing, or other materials not essential to the utility and clarity of the Proposal. Do not include marketing or advertising material in the Proposal. Proposal should be straightforward and address the requests of the RFP. Proposal containing excess marketing or advertising material may receive a lower evaluation score if specific information is difficult to locate.

Proposal should follow the format and reference the sections listed in the Round 1 Proposal Requirements section. Responses to each section and subsection should be labeled to indicate the item being addressed.

3.2.1. Administrative Proposal

3.2.1.1. Proposer Information and Certification Sheet (Pass/Fail)

Proposer shall complete and submit the Attachment C, Proposer Information and Certification Sheet.

Failure to demonstrate compliance with Oregon Tax Laws and failure to sign the Attachment C, Proposer Information and Certification Sheet may result in a finding of non-Responsibility.

3.2.1.2. Disclosure Exemption Certification (Pass/Fail)

Proposer shall complete and submit the Attachment B, Disclosure Exemption Certification as part of the Proposal. Submission is required even if Proposer is not identifying confidential or proprietary information and data for nondisclosure. If Proposer is identifying items for nondisclosure as confidential or proprietary, in addition to the original Proposal and copies, Proposer must submit a redacted electronic copy of the complete, original Proposal submission (see section 3.1.4).

3.2.1.3. Executive Summary (Mandatory, Not Scored)

Proposer shall submit an Executive Summary that briefly describes how the proposed Solution addresses the needs set forth in this RFP. The Executive Summary should be a comprehensive yet succinct description, not to exceed three pages, that summarizes the proposed Solution, its distinctive features, and how it will fulfill HECC's Requirements.

3.2.1.4. Security Statement (Mandatory, Not Scored)

Proposal must contain a statement pertaining to security, checks and non-disclosure agreement as described below. The statement must demonstrate Proposer's agreement that if awarded a Contract:

1. Proposer and Proposer's staff monitoring the systems who will have access to State systems, facilities, and confidential information will submit to all security checks requested by HECC, which may include any combination of fingerprinting, Oregon Law Enforcement Data Systems (LEDS) and Federal Bureau of Investigation Criminal Justice Information Services (FBI CJIS) background checks, and comply with the following State of Oregon security standards:
 - Privileged Access Monitoring and Reporting viewable at: <https://www.oregon.gov/das/Policies/107-004-140.pdf>

- Statewide Information and Cyber Security Standards viewable at: <https://www.oregon.gov/eis/cyber-security-services/Pages/guidance-for-state-agencies.aspx>
 - Statewide Cloud Computing policy: <http://www.oregon.gov/das/policies/107-004-150.pdf>
2. Proposer will sign a non-disclosure agreement for any and all information received or processed on its equipment from the State of Oregon.
 3. Proposer shall certify that Proposer’s information security standards are in alignment with NIST 800-53 current revision.
 4. Proposer shall protect at all times State of Oregon sensitive material.
 5. Proposer shall assist in the development of a System Security Plan Document.
 6. Proposer shall comply with the Statewide Policy on Cyber and Information Security, DAS Statewide Policy 107-004-052, found online at <https://www.oregon.gov/das/Pages/policies.aspx#IT>, pertaining to state systems and security, including its restrictions on offshore and foreign services.
 - Proposer’s response to this section must specifically address its capacity to meet the policy’s restriction on offshore and foreign services for the duration of the resulting Contract. Proposer shall state if fully compliant services and personnel are available, and are part of Proposer’s Proposal. If the Proposal includes optional or necessary offshore or foreign services, Proposer must include in its Proposal a statement describing:
 - The offshore and/or foreign services that Proposer intends to use to deliver the Solution and Services.
 - The benefit to HECC by the use of the offshore and/or foreign services.
 - That Proposer will ensure it has systems and controls in place that will protect HECC Data and the state’s networks in the event offshore or foreign services are allowed, and what systems and controls Proposer expects the state to have in place.
 - What steps Proposer is willing and able to take to fully meet the policy’s restrictions on offshore and foreign

resources. Describe any additional steps HECC would be requested to take, and any additional costs HECC may incur if Proposer provided the System and Services using fully compliant services.

3.2.1.5. Security Narrative (Mandatory, Not Scored)

1. Describe the locations of the data center(s) used for the solution, as well as the locations of the personnel (developers, administrators, help desk, maintainers and others with access to the solution and/or data).

2. As an organization that shares in the responsibilities to protect the state's data, it is important to understand how cybersecurity principles at an architectural and organizational level will be applied. Proposer shall provide a narrative that describes Proposer’s security program as it relates to the proposed Solution, addressing the following NIST 800-53 current revision control families in the response. Note: Additional details on all NIST-based Oregon Statewide Information Technology (IT) Control Standards will be expected later in the procurement process.

	Control Family	Minimum Topics
1	Access Control (AC)	Account and Access Management, (Proposer, Agency and Agency Customer), Maintaining Least Privilege, Protection against Data Mining
2	Awareness and Training (AT)	Cybersecurity Training and Awareness (including Role-based Training)
3	Audit and Accountability (AU)	Event Logging, Audit Record Review Processes (Proposer and Agency), Audit Record Retention and Immutability
4	Assessment, Authorization, and Monitoring (CA)	Security Control Assessment Plan, Use of Plan of Action and Milestones for Remediation, Continuous Monitoring, Penetration Testing

5	Configuration Management (CM)	Use of Baselines, Configuration Management Plan, Maintaining Least Functionality, System Component Inventory
6	Contingency Planning (CP)	Contingency Plan and Testing Process, Solution Recovery and Reconstitution Process
7	Identification and Authentication (IA)	Identification and Authentication of Users (Proposer, Agency, Agency Customer), Device and Service Identification and Authentication
8	Incident Response (IR)	Incident Response Plan, Incident Response Training, Testing, Handling Process, and Reporting
9	Maintenance (MA)	Maintenance Plan
10	Media Protection (MP)	Digital and Non-digital Media Protection, Sanitization, and Transport
11	Physical and Environmental Protection (PE)	Physical and Environmental Controls for the Solution Location/s and for Related Proposer System Location/s (including Physical Controls for Staff Systems and Locations)
12	Planning (PL)	System Security Plan
13	Program Management (PM)	Governance (Security Program, Plan of Action and Milestones, System Inventory, Insider Threat)
14	Personnel Security (PS)	Personnel Screening Process, Processes when Personnel Terminate or Transfer, Management of External Provider Personnel (if used)
15	PII Processing and Transparency (PT)	Personal Information Management
16	Risk Assessment (RA)	Vulnerability Management, General Risk Management
17	System and Services Acquisition (SA)	Secure System Development Life Cycle and Management Processes, Procurement Review and Authorization Process, Monitoring and Management of External Systems and Services

18	System and Communications Protection (SC)	Transmission and Storage Encryption, Cryptographic Key Management, Separation of System Management versus User Functionality, Session-level Authenticity Protection
19	System and Information Integrity (SI)	Remediation of Flaws, System Monitoring, Malicious Code Protection, Input and Output Controls
20	Supply Chain Risk Management (SR)	Assessment, Monitoring and Management of Partners and Subcontractors, Detection and Prevention of Counterfeit Supply Chain Components

3. Proposer may provide one of the following to demonstrate level of compliance with Oregon’s Information Technology Control Standards:

1. Proof of current GovRAMP (formerly known as StateRAMP) Authorized status (Ready, Provisionally Authorized, or Authorized) in the form of a GovRAMP Letter, or
2. Demonstration of a valid GovRAMP Security Snapshot Score.

3.2.1.6. Proposer’s Organization Profile (Mandatory, Scored)

Proposer must provide a profile of its organization, including an overview of its organization, description of the structure of its business, and a discussion of how the organization can effectively deliver the Services described in this RFP. The Profile must include:

1. Ownership. If incorporated, the state in which the organization is incorporated and the date of the incorporation;
2. Location of the organization’s headquarters and location of the office from which employees will be assigned to work on the Project for the HECC;
3. Number of employees located in the Pacific Northwest, in the United States, and internationally;
 - a. Note that the Solution must be stored and accessed within the United States exclusively
4. Established business relationships with proposed subcontractors, if any (e.g., data conversion contractor); and
5. Provide a description of the Proposer’s Business Continuity Plan for their organization.

3.2.1.7. Experience and Capabilities (Mandatory, Scored)

Proposer must demonstrate Proposer has a minimum of five years of experience providing Implementation Services including ongoing maintenance and operations support services support for complex multi-faceted Solutions. Proposer must have at least one system successfully implemented in the past three years of similar scope and size.

3.2.1.8. Project Samples (Mandatory, Scored)

Proposer shall submit three project samples from projects within the last five years of similar scope and size. With the project samples, Proposer shall specifically provide the following information:

- Number and type of systems,
- size of user base, and
- overall cost of system development.

Additionally, Proposer will be required to use the project samples as References.

3.2.1.9. Key Persons, Organizational Chart and Subcontractors (Mandatory, Scored)

Qualifications and Experience. Provide the qualifications and experience of the Key Persons who will work on the project. Emphasize the specific qualifications and experience from projects similar to this project. For the Key Persons, include the number of successful implementations of similar projects in size and service type. Provide information regarding the certifications through international or national accrediting bodies for Key Persons. Key Persons are expected to be committed for the duration of the project. Replacement of Key Persons members will not be permitted without prior consultation with and approval of HECC.

Key Persons. Specify Key Persons to be assigned to the Services and include a current resume for each individual that demonstrates qualifications and experience for the Services proposed.

Describe how the Key Person(s) meet the Requirements and Preferences set forth below:

Project Management Key Person(s) Requirements and Preferences:

- Proposed Project Manager must have at least five years of project management experience.
- Proposed Project Manager must demonstrate they understand and have used Project Management Book of Knowledge (PMBOK), current edition, as the standard Project Management methodology on previous projects of similar size and complexity.
- Recent experience, in last three years, and knowledge serving as key advisor and partner with business and IT executives in project management strategy and approaches with projects of similar size and complexity is required including experience in the following:
 - Reviewing, making recommendations, and drafting procedures to implement best practices, mature project management practices, and meeting requirements.
- Recent experience, in last three years, system implementation using security best practices, developing, performing, and facilitating system testing activities is required.
- Demonstrated experience, in the last three years, in facilitating data conversion and migration activities is required.
- Bachelor's degree or higher in computer science, public administration, business management or another relevant field is preferred.
- Substantial experience in public sector environment is preferred.

Implementation Manager Key Person(s) Requirements and Preferences:

- Proposed implementation Manager must have at least five years of experience implementing the solution.
- Proposed Implementation Manager must have deep knowledge of the product including licensing models, upgrade cycles and vendor roadmaps.

- Demonstrated experience, in the last three years, in facilitating requirements and fit-gap analysis, integration, data migration, and technology architecture, security and compliance best practices, stakeholder and change management engagement, testing and training activities, and documentation and governance.
- Bachelor's degree or higher in computer science or another relevant field is preferred.
- Substantial experience in public sector environment is preferred.

Organizational Chart. Provide an organizational chart identifying the staffing, and roles, that will provide the Services required by this RFP, illustrating the lines of authority as appropriate. Identify which staff shall be working onsite, if allowed.

Staffing Plan. Provide a staffing plan, detailed by position, required for the project tasks as outlined. Discuss the workload for all Key Persons and the capacity to perform the requested services for the project, according to the proposed schedule. Include which positions will be onsite and which will be remote. The Staffing Plan shall include information on retention planning. HECC will provide all devices necessary to access agency computing infrastructure.

Subcontractors. If Proposer intends to work with subcontractor(s), Proposer shall include a statement detailing any subcontracting firms or individual subcontractors that may be engaged as part of the Proposal to this RFP, with those entities and the Services they will provide clearly identified. Proposer shall further provide a current certificate of insurance for the proposed subcontractor.

3.2.1.10. References Check Form (Mandatory, Not Scored)

Proposer shall submit with its Proposal a completed Attachment D, Reference Check Form from three references from current or former client firms for similar projects performed for any clients within the last five years. References must be able to verify the quality of previous, related Work.

Proposer shall provide with its Proposal a list of all State of Oregon contracts Proposer has been a party to in the last five years. HECC

reserves the right to utilize those Contracts as references as part of the determination of Responsibility.

HECC may use information received from any reference as part of the determination of Responsibility. HECC also may use references to obtain additional information, verify any information needed, or to verify Proposer's qualifications.

References may be used in an additional round of evaluation.

3.2.1.11. Underlying Agreements (Not Scored)

Proposer shall submit any additional documents required for this project (e.g., Subscription Services Agreement, End User License Agreement (EULA), Service Level Agreement, etc.).

3.2.1.12. Value Added Services (Not scored)

If Proposer is proposing any value-added services, Proposer shall include a statement describing these services. HECC reserves the right to add such Services to the resulting Contract as needed. Any value-added services shall be included in the Price Proposal as a separate line item.

3.2.2. TECHNICAL PROPOSAL

3.2.2.1. Scope of Service (Mandatory, Scored)

Proposer shall describe how it will deliver the Services described in Section 2.6. Additionally, Proposer shall submit a sample Project Management Plan and schedule. Proposer shall describe the roll-out phases of the Solution Proposer would recommend for this Project.

3.2.2.2. High Level Functional Expectations (Mandatory, Scored)

Proposer shall describe how the Solution fulfills the items within High Level Functional Expectations described in Sections 2.7.

3.2.2.3. Solution Requirements Response (Mandatory, Scored)

Proposer shall address whether or not, and in which manner the proposed Solution meets the functional and non-functional requirements for each section of the Solution set forth in Attachment G, Solution Requirements. Please indicate your responses on

Attachment G under the column labeled: “Response (Please select from drop-down menu)”. If you select any option other than Currently Exists“, please include a comment in the adjacent column explaining your response.

Solutions with an approach of using configuration where possible to meet the Solution Requirements may be favored over those Solutions that use an increased use of customization to meet the Solution Requirements. The Solution should limit customization to the greatest extent possible.

3.2.3. PRICE PROPOSAL (Mandatory, Scored)

Proposer shall complete and submit Attachment E, Price Proposal.

4. Round 1 Solicitation Process

4.1. Public Notice

The RFP, including all Amendments and attachments, is published in OregonBuys at <https://oregonbuys.gov/>. RFP documents will not be mailed to prospective Proposers.

HECC shall advertise all Addenda/Amendments on OregonBuys. Prospective Proposer is solely responsible for checking OregonBuys to determine whether or not any Addenda/Amendments have been issued. Addenda/Amendments are incorporated into the RFP by this reference.

4.2. Questions/Requests for Clarification

Questions and Requests for Clarification may be made continuously from RFP issuance up to the Question due date and time (see Section 1.2); however, HECC encourages early submittal of Questions or Requests for Clarification so that HECC may respond within such time as to assist the Proposer with its Proposal.

All inquiries, whether relating to the RFP process, Requirements, Scope of Services, and the proposed Contract must:

- Be delivered via email to the SPC listed on the Cover Page;
- Reference the OregonBuys bid number;
- Identify Proposer’s name and contact information;
- Refer to the specific area of the RFP being questioned (i.e., page, section, and paragraph number); and

- Be received by HECC by the due date and time for Questions/Requests for Clarification identified in the Schedule (see Section 1.2).

4.3. Solicitation Protests

4.3.1. Protests to RFP

Prospective Proposer may submit a written protest of anything contained in this RFP, including but not limited to, the RFP process, Requirements, Scope of Services, and the proposed Contract.

This is prospective Proposer's only opportunity to protest the provisions of the RFP, except for protests of Addenda/Amendment or the terms and conditions of the proposed Contract, as provided below.

4.3.2. Protests to Amendments/Addenda

Prospective Proposer may submit a Written protest of anything contained in the respective Addendum/Amendment. Protests to Addenda/Amendments, if issued, must be submitted by the date/time specified in the respective Addendum/Amendment, or they will not be considered. Protests of matters not added or modified by the respective Addendum/Amendment will not be considered.

4.3.3. All Protests must:

- Be delivered to the SPC via OregonBuys submission or via email to the SPC listed on the Cover Page
- Reference the OregonBuys bid number
- Identify prospective Proposer's name and contact information
- Be sent by an authorized representative
- State the reason for the protest, including:
 - the grounds that demonstrate how the Procurement Process is contrary to law, Unnecessarily Restrictive, legally flawed, or improperly specifies a brand name; and
 - evidence or documentation that supports the grounds on which the protest is based
- State the proposed changes to the RFP provisions or other relief sought
- Protests to the RFP must be received by the due date and time identified in the Schedule

- Protests to Addenda/Amendments must be received by the due date identified in the respective Addendum/Amendment

4.3.4. Protest Response

HECC will respond timely to all protests submitted by the due date and time listed in the Schedule. Protests that are not received timely or do not include the required information may not be considered.

4.4. Proposal Delivery Options

Proposer is solely responsible for ensuring its Proposal is received by the SPC in accordance with the RFP requirements before Closing Date and Time. HECC is not responsible for any delays in email or the OregonBuys system, or by transmission errors or delays, or for any mis-delivery for any reason. A Proposal submitted by any means not authorized below will be rejected. The following delivery options are permitted for this RFP:

4.4.1. Delivery through OregonBuys

HECC prefers that the Proposal be submitted electronically through OregonBuys at: OregonBuys.gov.

Detailed instructions on how to submit a Proposal can be found at OregonBuys Vendor Formal Solicitation Response document found here: <https://www.oregon.gov/das/ORBuys/Documents/OregonBuys%20Vendor%20Formal%20Solicitation%20Response.pdf>

4.4.2. Alternative Delivery Option: Delivery Via Email to SPC

A Proposal may be submitted through email to the SPC at the email addresses listed on the Cover Page. Proposals must be clearly identify the Proposer's name and the OregonBuys bid solicitation number. If your Proposal email's attachments exceed the 20 megabyte limitation, you may send your proposal over multiple emails as long as each is marked as "Proposal to HECC 25-113B, Email 1 of X", "Email 2 of X", etc. If Proposer submits a Proposal via email, HECC cannot open or review the email attachments until after the Closing Date and Time. The SPC will confirm receipt of emailed Proposals, if requested in the Proposer's email. Please do not submit duplicate Proposals through OregonBuys AND via email.

4.5. Proposal Modification or Withdrawal

If a Proposer wishes to make modifications to a submitted Proposal, it must submit its modification in one of the authorized methods listed in the Proposal Delivery Options section. To be effective the notice must include the OregonBuys bid number and be submitted to the SPC prior to Closing.

If a Proposer wishes to withdraw a submitted Proposal, it must submit a Written notice signed by an authorized representative of its intent to withdraw to the SPC via email or hard copy prior to Closing in accordance with OAR 125-247-0440. To be effective the notice must include the OregonBuys bid number.

4.6. Proposal Due

A Proposal (including all required submittal items) must be received by the SPC on or before Closing. All Proposal modifications or withdrawals must be received prior to Closing.

A Proposal received after Closing is considered LATE and will NOT be accepted for evaluation. A late Proposal will be returned to the Proposer or destroyed.

4.7. Proposal Rejection

HECC may reject a Proposal for any of the following reasons:

- Proposer fails to substantially comply with all prescribed RFP procedures and requirements, including but not limited to the requirement that Proposer's authorized representative sign the Proposal.
- Proposer has undisclosed liquidated and delinquent debt owed to the State or any agency, board, commission, department, or division of the State.
- Proposer fails to meet the Responsibility requirements of ORS 279B.110.
- Proposer makes any contact regarding this RFP with State representatives such as State employees or officials other than the SPC or those the SPC authorizes, or inappropriate contact with the SPC.
- Proposer attempts to inappropriately influence a member of the Evaluation Committee.
- Proposal is conditioned on HECC's acceptance of any other terms and conditions or rights to negotiate any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the RFP or Addenda.

4.8. Round 1 Evaluation Process

4.8.1. Responsiveness Determination

A Proposal received prior to Closing will be reviewed to determine if it is Responsive to all RFP requirements including compliance with the Submission Requirements section. If the Proposal is unclear, the SPC may request clarification from Proposer. However, clarifications may not be used to rehabilitate a non-Responsive proposal. If the SPC finds the Proposal non-Responsive, the Proposal may be rejected, however, HECC may waive mistakes in accordance with OAR 125-247-0470.

4.8.2. Evaluation Criteria

Each Proposal meeting all Responsiveness requirements will be independently evaluated by members of an Evaluation Committee. Evaluation Committee members may change, and HECC may have additional or fewer evaluators for optional rounds of competition. Evaluators will assign a score for each evaluation item listed below in this section up to the maximum points available in Section 4.9 (Round 1 Point and Score Calculations).

SPC may request further clarification to assist the Evaluation Committee in gaining additional understanding of Proposal. A response to a clarification request must be to clarify or explain portions of the already submitted Proposal and may not contain new information not included in the original Proposal.

The Proposals will be evaluated as follows for Round 1:

4.8.3. Administrative Proposal

4.8.3.1. Proposer's Organization Profile (100 Points)

Does Proposer's Organization Profile show that the organization can effectively deliver the Services described in this RFP?

4.8.3.2. Experience and Capabilities (150 Points)

Does Proposer demonstrate sufficient experience and capabilities in providing the Services?

Is the system implementation example provided by Proposer of similar scope and size? Does the information provided indicate it was a successful implementation?

4.8.3.3. Project Samples (150 Points)

Proposer shall provide at least three separate Project Samples from similar prior projects related to licensure for other governmental entities.

4.8.3.4. Key Persons, Organizational Chart and Subcontractors (150 Points)

Degree to which Proposer's Key Person(s) demonstrate qualifications of experience, credentials, and capabilities to deliver the requested services.

Does the Proposer's staffing plan provide sufficient evidence of the Key Person(s) capacity to perform the requested services for the Project?

4.8.4. Technical Proposal

4.8.4.1. Scope of Service (650 Points)

- a) **Project Planning and Project Management (75 points)** – Did the Proposer describe how it plans to manage the project? Did the Proposer address how it plans to facilitate and manage communication and documentation throughout the project including project meetings and Deliverables? If a phased approach is proposed, does the phased approach suggested by the Proposer make sense and provide enough detail for HECC to understand the justification behind, the resources needed and the timing of each roll-out?
- b) **Requirements Analysis, Functional Design and Development (50 points)** – Did the Proposer address how it would manage the requirements analysis and design process? Did the proposer describe and outline the approach in developing a Functional Design Specifications document? Did Proposer provide details related to a plan for ongoing management of requirements and updates to design documentation?
- c) **System Interfaces (50 points)** - Did the Proposer describe the approach and how it plans to interface with the various systems?

Did the Proposer confirm that it will provide an Interface Control Document?

- d) **System Architecture (50 points)** - Did the Proposer provide a clear and comprehensive narrative description of the Solution architecture, including major components, hosting model, integrations, data flows, and security boundaries? Do the submitted architectural sketches and relevant diagrams indicate the solution is of functional and technical fit, security aligns with statewide standards, and the implementation approach reflects best practices for this solution type?
- e) **Data Migration and Conversion (75 points)** – Did the Proposer describe its plan for migrating and validating HECC data from the existing legacy systems? Did the Proposer provide information on how it plans to ensure a successful transfer of HECC data and how that data would be integrated into the new Solution? Did the Proposer describe in detail its process for testing and validating data? Does Proposer’s plan address data mapping and cleansing? Does Proposer’s plan address the data migration elements required by Section 2.6.6.5 of this RFP? Lastly, does Proposer’s plan incorporate and conform to the State’s security control standards?
- f) **Infrastructure Set-Up / Disaster Recovery (50 points)** – Did the Proposer describe its plan for setting up Solution infrastructure and developing the Solution in alignment with the HECC Accepted Design Documentation? Did the Proposer provide a Disaster Recovery Plan that supports the RTO and RPO requirements established? Did the Proposer describe in detail all items to be included in the Disaster Recovery Plan as outlined?
- g) **Implementation (75 points)** – Did the Proposer provide details on how it plans to provide support including all preparation activities and ongoing support for the Solution through final acceptance? Did the Proposer provide information on the implementation plan including a suitable time period for stabilization? Does the Proposer address the availability of onsite support services for go-live activities and describe circumstances under which remote support may be provided, subject to HECC approval?
- h) **Testing (50 points)** – Did the Proposer provide details on how it plans to test the Solution prior to go-live to validate Solution

functionality is in alignment with the HECC Requirements and Functional Design Specifications? Did the Proposer outline the type of UAT support it will provide?

- i) **Training, Documentation, and Guides (50 points)** – Did the Proposer provide details on how it plans to meet HECC’s training requirements? Did Proposer provide details on how Proposer’s plan to provide the required training, including the methods that would be used and the material that would be provided to HECC?
- j) **Post Implementation Go-Live Support (75 points)** – Did the Proposer provide details on how it will provide ongoing maintenance and operations support services of the Solution? Did the Proposer provide details on when it plans to begin providing operations and maintenance support and if there is any deviation is the proposed support requirements listed in Section 2.6.10.1.1 of the RFP? Does the Proposer clearly describe the ongoing services, maintenance and repair offerings, customer service and/or help desk support model, and the duration and service levels for which each will be provided to HECC? Does the Proposer provide a detailed Escalation Plan that includes procedures for resolving conflicts during both implementation and post-implementation phases, along with call prioritization guidelines and identified contacts (names, titles, and contact information)? Does the Proposer submit a comprehensive Disaster Recovery Plan that defines scope, objectives, and stakeholders; outlines procedures to maintain ongoing services during a declared disaster; and clearly specifies Recovery Time Objective (RTO) and Recovery Point Objective (RPO) commitments? Does Proposer’s plan include an escalation plan?
Did the Proposer provide details on how it will provide ongoing enhancement support to sufficiently meet the HECC’s evolving needs and deadlines?
- k) **System Security Plan (50 points)** - Does the Proposer acknowledge and describe its approach to assisting HECC in developing and documenting a System Security Plan in accordance with the Enterprise Information Services (EIS) Cyber Security Services (CSS) Security Plan Template? Does the Proposer clearly identify the resources, roles, and documentation support it will

provide to ensure completion of the required System Security Plan in coordination with HECC and EIS Cyber Security Services?

4.8.4.2. High Level Functional Expectations (250 Points)

- a) **Customer Centric Focus** - Is the Solution accessible through a variety of channels such as mobile devices and web browsers? Is the interface for the Solution demonstrate that it has a consistent experience for all user groups? Does the Solution have a centralized portal to process new and renewal Applications? Does the Solution communicate critical information about status of Applications to Applicants?
- b) **Enterprise Contact Management** – Does the Solution support HECC’s customer relationship or contact management needs to achieve its operational objectives? Does the Solution have the functionality to adequately provide multiple views of contact details and associations including self-service and HECC staff updates?
- c) **Enterprise Workflow Processes** - Does the Solution provide a mechanism for the expedited execution of changes in the Solution to support legislative requests and changes? Do the Solution configuration options support the agency requirements, or explain where customization is necessary? Do the Solution’s scalability options indicate how it will handle large volumes of users and/or transactions during open Application periods?
- d) **Enterprise Data Management** – Does the Solution provide efficient and robust data collection, categorization, case attachment, and display of documents within the Solution? Does the Solution provide enhanced and automated data tools, data management and data availability means to support the collection, transformation, and storage of data from external databases and systems?
- e) **Document Management System** – Does the Solution include an integrated DMS as part of the basic functionality of the system? Does the Solution provide centralized document storage with configurable organization, metadata, and version control? Does the Solution allow documents to be directly associated with

records, workflows, or cases, and do configuration options meet agency requirements, or is customization required?

- f) **Enterprise Features** – Does the Solution include Features that are available as part of the basic product offerings, or enhancement work that needs to be performed for the Agency needs, or additional software that need to be acquired to meet the Solution requirements? Do the Features offered have the ability to function across multiple work streams? Does the solution include a Feature that offers an electronic signature capabilities?
- g) **Data Integration** - Does the Proposer explain how the Solution acquires, validates, stores, protects, and processes required data to ensure accessibility, reliability, and timeliness of the data for HECC? Does the environment lend itself to readily access the data for the purposes of querying? Does the Solution address the ability to send or receive data with entities external to the Solution? Is the Solution able to sync with SFMA and provide reporting and reconciliation services?
- h) **Enterprise Reporting Tools** – Does the Solution provide a dashboard that visually represents the data within the work the Solution processes? Does the Solution have robust reporting capabilities to support reporting of legislative mandates, and ad-hoc operational reporting?
- i) **Best Practices and Security Standards** - Does the Solution align with State of Oregon Cyber Security Standards NIST 800-53 current revision? Is the Proposer GovRAMP (fka StateRAMP) certified? Does the Proposer address in layman’s terms how it will keep HECC Data secure? Did the Proposer provide a clear, comprehensive response to HECC’s request for security information on its proposed Solution? Does the Solution innately apply industry best practices throughout?
- j) **Accessibility** – Does the Proposer provide the accessibility capabilities mentioned in Section 2.7.10?
- k) **Diversity, Equity, Inclusion, and Access** – Does the Proposer explain the steps, strategies, and considerations they will take to ensure that project decisions, solution design, implementation activities, and ongoing operations align with HECC’s DEIA principles described in Section 2.7.11? This includes, but is not limited to, how Proposer will identify and mitigate potential barriers

to access, promote equitable user experiences, and incorporate inclusive design practices throughout the project lifecycle.

4.8.4.3. Solution Requirements Response (Attachment G) (1,000 Points)

Proposer's response to the Solution Requirements shall formulate an initial score calculated through auto generated formulas based on the Proposer's responses (Currently Exists, Available by UAT, Available Post Rollout, Not Available) and the weights established by priority rating (High = 3, Medium = 2, and Low = 1). Additionally, Solution Requirements responses shall be reviewed in conjunction with the Proposer's detailed comments/explanation, which may warrant a subjective reduction of points pertaining to the relevant Solution Requirement.

Solutions with an approach of using configuration where possible to meet the Solution Requirements may be favored over those Solutions that use an increased use of customization to meet the Solution Requirements. The Solution should limit customization to the greatest extent possible.

4.8.5. Price Proposal (Attachment E) (900 Points)

Are the proposed costs reasonable? Do the proposed costs reflect descriptions included in the Administrative Proposal and Technical Proposal? Do the position titles reflect the resumes, the list of key persons and other staff listed in the Administrative Proposal? Do the implementation costs meet the tasks, activities, and deliverables set forth in the Administrative and Technical Proposals? What is included in the license cost? What is included in the ongoing maintenance and operations support services cost? Is everything included? Are there any hidden costs or concerns? Is anything missing? Is it easy to determine a five to ten-year lifecycle cost? HECC may consider all pricing information considered in the Price Proposal and other cost and value related information available in a proposal. HECC may consider the additional cost to the State for a proposal that requires the State to purchase, host, or maintain the environment.

4.8.6. Preferences

4.8.6.1. Recycled Materials

In comparing Goods from two or more Proposers, if at least one Proposer offers Goods manufactured with Recycled Materials, and at least one Proposer does not, HECC will select the Proposer offering Goods manufactured from Recycled Materials if each of the conditions specified in ORS 279A.125 (2) exists following any adjustments made to the price of the Goods according to any applicable reciprocal preference.

4.8.6.2. Tiebreakers

Oregon Supplies: If HECC receives Proposals identical in price, fitness, availability, and quality and chooses to award a Contract, HECC shall award the Contract in accordance with the procedures outlined in OAR 125-246-0300.

4.9. Round 1 Point and Score Calculations

Scores are the points assigned by each evaluator. In each round, an evaluator may change a score up until the time the SPC has requested final scores for that round. If an evaluator elects to change any score, the evaluator must date and initial the change and include a reason for the change. The evaluator's final score will be the score the SPC will document.

The maximum points possible for each evaluation item are listed in the table below.

Round 1 Evaluation	Maximum Points Available
Administrative Proposal	
Proposer's Organization Profile	100
Experience and Capabilities	150
Project Samples	150
Key Persons, Organizational Chart and Subcontractors	150

Technical Proposal	
Scope of Service (650 points total)	
Project Planning and Project Management	75
Requirements Analysis, Funct. Design and Development	50
System Interfaces	50
System Architecture	50
Data Migration and Conversion	75
Infrastructure Set-Up / Disaster Recovery	50
Implementation	75
Testing	50
Training, Documentation, and Guides	50
Post Implementation Go-Live Support	75
System Security Plan	50
High Level Functional Expectations	250
Solution Requirements Response	1000
Price Proposal	900
TOTAL POINTS	3350

4.10. Round 1 Ranking of Proposers

HECC will rank all Proposers at the conclusion of the evaluation and scoring and may, in HECC' sole discretion, determine an apparent Successful Proposer with no additional rounds of competition.

If additional rounds are conducted, HECC will rank advancing Proposers at the conclusion of each subsequent round and may determine an apparent Successful Proposer at any time during the solicitation process.

4.11. Round 1 Next Step Determination

At the conclusion of Round 1 evaluation, HECC may determine the apparent Successful Proposer or may choose to conduct additional round(s) of competition if in the best interest of the State. Additional rounds of competition may consist of, but will not be limited to:

- Interviews
- Security Discussion/Statewide Information Security Standards Spreadsheet
- Sample Contract redline submissions
- Presentations/Demonstrations/Additional Submittal Items
- Sandbox
- Reference Checks
- Best and Final Offers

4.11.1. Competitive Range Determination

If HECC, in its sole discretion, determines that one or more additional rounds of competition is necessary, it will select a Competitive Range to indicate the Proposers that will be invited to participate in a subsequent round. The Competitive Range may include the top four proposers, or at HECC' sole discretion, some (based primarily on a natural break in the distribution of scores), of the Proposers from a previous round. HECC will post a notice in OregonBuys of its Competitive Range Determination and provide details about the process and schedule for the subsequent round.

4.11.2. Competitive Range Protest

Proposers excluded from a round may submit a written protest of Competitive Range. Protests must be sent by an authorized representative, be emailed to the SPC at the email addresses listed on the Cover Page, be received within 7 calendar days after issuance of the Notice of Competitive Range (unless a different dues date and time is specified in such notice), and must:

- Reference the OregonBuys bid number;
- Identify Proposer's name and contact information;
- State the reason for the protest.

HECC will address all protests within a reasonable time and will issue a written decision to the respective Proposer. Protests that do not include the required information may not be considered by HECC.

4.12. Additional Rounds

4.12.1. Interviews

Proposers progressing to an additional round of evaluation may be invited to interviews. Interviews will be in person at a location determined by HECC; however, HECC may elect to conduct interviews via teleconference or video conference. Further details will be provided prior to scheduling demonstrations.

4.12.2. Security Discussion / Statewide Information Security Standards Spreadsheet

Proposers progressing to an additional round of evaluation will be required to complete and submit Phase 1 of the Statewide Security Standards Spreadsheet, Attachment I. The Statewide Security Standards are subject to review by representatives from the State's Cyber Security Services and will be evaluated on a pass/fail basis.

At Proposer's discretion prior to submission, Proposer may request a meeting with SPC and CSS to discuss the Statewide Information Security Standards spreadsheet, Attachment I.

If Proposer requests a meeting, Proposer shall collaborate with the SPC to schedule this discussion for an approximate thirty-minute period of time.

Notwithstanding the forgoing, Proposer may provide one of the following to demonstrate compliance with Oregon's Information Technology Control Standards in lieu of submitting a completed Statewide Information Security Standards Spreadsheet (Attachment I):

1. Proof of current GovRAMP Authorized status (Ready, Provisionally Authorized, or Authorized) in the form of a GovRAMP Letter, or
2. Documentation of a valid GovRAMP Security Snapshot Score.

4.12.3. Sample Contract Redline

Proposers progressing to an additional round of evaluation may be required to submit Sample Contract Redlines. Sample Contract Redlines must

include tracked changes for any proposed modification to the Sample Contract provisions, Exhibits and attachments. Proposer shall not submit Redlines to the provisions listed as non-negotiable in Section 5.4.1 of this RFP.

4.12.4. Presentation/Demonstrations

Proposers progressing to an additional round of evaluation may be invited to provide demonstrations. Demonstrations may be in person at a location determined by HECC; however, HECC may elect to conduct interviews via teleconference or video conference. Further details will be provided prior to scheduling demonstrations. HECC will make available to the Proposers use cases that will be used during demonstration.

4.12.5. Sandbox

Proposers progressing to an additional round of evaluation may be evaluated against the Proposers current system via a Sandbox environment. If so, Proposer will provide a standard operational environment in which the execution, operation, and processes can be evaluated. The evaluation criteria will be based upon both objective and subjective tests with points awarded. The criteria and number of points awarded will be provided to the selected Proposers when and if the Sandbox is used.

4.12.6. Reference Checks

Reference checks may be conducted on the References Proposer provided with its Proposal in a different round of evaluation.

4.12.7. Best and Final Offers

Proposers progressing to an additional round of evaluation may be asked to submit Best and Final Offers. If HECC elects to request a Best and Final Offer, HECC will provide details when and if Best and Final Offers will be used.

4.12.8. Site Visits

HECC may elect to conduct virtual site visits of Proposers references or other Proposer clients. Proposer will assist in coordinating these virtual site visits.

4.13. Scoring and Ranking of Proposers for Subsequent Rounds

If HECC conducts two or more rounds of competition, the SPC will determine the cumulative score for Proposers advancing through all rounds of competition by adding the scores from each completed round. The Proposer with the highest cumulative score will receive the highest final ranking.

4.14. Point and Score Calculations

HECC will add the scores from all rounds conducted for a total by Proposer in the Competitive Range.

5. Award and Negotiation

5.1. Award Notification Process

5.1.1. Award Consideration

HECC, if it awards a Contract, shall award a Contract to the highest-ranking Responsible Proposer(s) based upon the scoring methodology and process described in Section 4 and begin negotiations. HECC may award less than the full Scope defined in this RFP.

In the event that the parties have not reached mutually agreeable terms within 30 calendar days of the date of the Notice of Intent to Award, HECC may terminate Negotiations and commence Negotiations with the next highest-ranking Proposer. HECC may select the next ranked Responsive and Responsible Proposer, issue an Intent to Award notice and begin a new award protest period. If agreement with that Proposer is not reached, HECC may offer award to the next ranked Proposer and so on until agreement is reached or until HECC terminates the process. HECC may require reconfirmation of the qualifications and staffing of any Proposer.

HECC, in its sole discretion, may make additional award(s) for up to 12 months following the close of this solicitation.

5.1.2. Intent to Award Notice

HECC will notify all Proposers in Writing that HECC intends to award a Contract to the selected Proposer(s) subject to successful negotiation of any negotiable provisions.

5.2. Intent to Award Protest

5.2.1. Protest Submission

An Affected Proposer shall have seven calendar days from the date of the Notice of Intent to Award to file a written protest.

A Proposer is an Affected Proposer only if Proposer would be eligible for Contract award in the event the protest was successful and is protesting for one or more of the following reasons as specified in ORS 279B.410:

- All higher ranked Proposals are non-Responsive.
- HECC has failed to conduct an evaluation of Proposals in accordance with the criteria or process described in the RFP.
- HECC abused its discretion in rejecting the protestor's Proposal as non-Responsive
- HECC' evaluation of Proposals or determination of award otherwise violates ORS Chapter 279B or ORS Chapter 279A.

If HECC receives only one Proposal, HECC may dispense with the intent to award protest period and proceed with Contract Negotiations and award.

5.2.2. Protest of Award

Protests to the Intent to Award, if any, must be delivered to the SPC via email or hard copy, must be signed by an authorized representative, and must be received within 7 calendar days of the date of the Notice of Intent to Award, and must:

- Reference the OregonBuys bid number
- Identify prospective Proposer's name and contact information
- Specify the grounds for the protest

5.2.3. Response to Protest

HECC will address all timely submitted protests within a reasonable time and will issue a written decision to the respective Proposer. Protests that do not include the required information may not be considered by HECC.

5.3. Apparent Successful Proposer Submission Requirements

5.3.1. Insurance

Prior to award, Proposers shall secure and demonstrate to HECC proof of insurance as required in this RFP or as negotiated. Insurance Requirements are found in Exhibit C of Attachment A, Sample Contract.

5.3.2. Taxpayer Identification Number

The apparent successful Proposer shall provide its Taxpayer Identification Number (TIN) and backup withholding status on a completed W-9 form when requested by HECC or HECC or when the backup withholding status or any other relevant information of Proposer has changed since the last submitted W-9 form, if any.

5.3.3. Business Registry

If selected for award, Proposer shall be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the Contract. Information about these requirements may be found at <http://sos.oregon.gov/business/pages/register.aspx>.

5.3.4. Responsibility Inquiry

Prior to award and execution of Contract, the apparent Successful Proposer shall be required to complete and submit Attachment F, Responsibility Inquiry.

5.3.5. Pay Equity Certification

If selected for award and the Contract value exceeds \$500,000 and Proposer employs 50 or more full-time workers, Proposer shall submit to HECC a true and correct copy of an unexpired Pay Equity Compliance Certificate, issued to the Proposer by the Oregon Department of Administrative Services. For instructions on how to obtain the Certificate, visit:

<https://www.oregon.gov/das/procurement/pages/payequity.aspx>.

ORS 279B.110(2)(f) requires that Proposer provide this prior to execution of the Contract.

5.3.6. Nondiscrimination in Employment.

As a condition of receiving the award of a Contract under this RFP, Proposer must certify by their Signature on Attachment C, Proposer Information and

Certification Sheet, in accordance with ORS 279A.112, that it has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. The policy and practice must include giving employees a written notice of a policy that both prohibits, and prescribes disciplinary measures for, conduct that constitutes sexual harassment, sexual assault, or unlawful discrimination.

5.4. Contract Negotiation

5.4.1. Negotiation.

After selection of a successful Proposer, HECC may enter into Contract negotiations with the successful Proposer. By submitting a Proposal, Proposer agrees to comply with the requirements of the RFP, including the terms and conditions of the Attachment A, Sample Contract subject to negotiation.

Proposer shall review the attached Sample Contract and note exceptions. Unless Proposer notes exceptions in its Proposal, HECC intends to enter into a Contract with the successful Proposer substantially in the form set forth in Attachment A, Sample Contract. As noted below, HECC is willing to negotiate many provisions, however, some provisions cannot be changed. Proposer is cautioned that the State of Oregon believes modifications to the standard provisions constitute increased risk and increased price to the State. Therefore, HECC will consider the scope of requested exceptions in the evaluation of Proposal.

Any Proposal that is conditioned upon HECC' acceptance of any other terms and conditions may be rejected. Any subsequent negotiated changes are subject to prior approval of the Oregon Department of Justice.

HECC is willing to negotiate ONLY the following provisions:

- Section 2: Term of the Contract
- Section 3: Scope of Services
- Section 4: Contractor's Personnel
- Section 6: Compensation
- Section 8: Ownership and Licenses
- Section 11: Contractor's Representations and Warranties
- Section 13: Limitation of Liability

- Section 28: Subcontracts and Assignment
- Exhibit A: Statement of Work
- Exhibit B: Service Level Agreements
- Exhibit C: Insurance
- Exhibit G: Contractor's Subscription Terms
- Exhibit H: License for Third Party Intellectual Property
- Exhibit I: Solution Requirements
- Exhibit J: Security and Hosting Requirements
- Exhibit K: Payment Schedule

6. Additional Information

6.1. Certified Firm Participation

Pursuant to Oregon Revised Statute Chapter 200, HECC encourages the participation of small businesses, certified by the Oregon Certification Office for Business Inclusion and Diversity (COBID) in all contracting opportunities. This includes certified small businesses in the following categories: disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a veteran owns or an emerging small business. HECC also encourages joint ventures or subcontracting with certified small business enterprises. For more information, please visit <https://oregon4biz.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.asp?XID=2315&TN=oregon4biz>

6.2. Governing Laws and Regulations

This RFP is governed by the laws of the State of Oregon. Venue for any administrative or judicial action relating to this RFP, evaluation and award is the Circuit Court of Marion County for the State of Oregon; provided, however, if a proceeding must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court.

6.3. Ownership/Permission to Use Materials

All Proposals are public record and are subject to public inspection after HECC issues the Notice of the Intent to Award. Application of the Oregon Public Records Law will determine whether any information is actually exempt from disclosure.

All Proposals submitted in response to this RFP become the Property of HECC. By submitting a Proposal in response to this RFP, Proposer grants the State a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Proposal solely for the purpose of evaluating the Proposal, negotiating an agreement, if awarded to Proposer, or as otherwise needed to administer the RFP process, and to fulfill obligations under Oregon Public Records Law (ORS 192.411 through 192.478). Proposals, including supporting materials, will not be returned to Proposer unless the Proposal is submitted late.

6.4. Cancellation of RFP; Rejection of Proposals; No Damages

Pursuant to ORS 279B.100, HECC may reject any or all Proposals in-whole or in-part, or may cancel this RFP at any time when the rejection or cancellation is in the best interest of HECC, as determined by HECC. Neither the State nor HECC is liable to any Proposer for any loss or expense caused by or resulting from the delay, suspension, or cancellation of the RFP, award, or rejection of any Proposal.

6.5. Cost of Submitting a Proposal

Proposer shall pay all the costs in submitting its Proposal, including, but not limited to, the costs to prepare and submit the Proposal, costs of samples and other supporting materials, costs to participate in demonstrations, or costs associated with protests.

6.6. Statewide E-Waste/ Recovery Policy

If applicable, Proposer shall include information in its Proposal that demonstrates compliance with the Statewide E-Waste/Recovery Procedure #107-011-050_PR. Visit the DAS website www.oregon.gov/das and use the search bar feature to locate the procedure.

6.7. Recyclable Products

Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the Services or Work set forth in this RFP and the subsequent Contract. (ORS 279B.025).

6.8. Checklist Disclaimer

Any checklists that may be contained in this RFP are provided only as a courtesy to prospective Proposer. HECC makes no representation as to the completeness or accuracy of any Checklist. Prospective Proposer is solely responsible for reviewing and understanding the RFP and complying with all the requirements of this RFP, whether listed in a checklist or not. Neither the State nor HECC is liable for any claims, or subject to any defenses, asserted by Proposer based upon, resulting from, or related to, Proposer's failure to comprehend all requirements of this RFP.

ATTACHMENT A — SAMPLE CONTRACT

[SEE ATTACHED]

ATTACHMENT A – SAMPLE CONTRACT

STATE OF OREGON
INFORMATION TECHNOLOGY SERVICES CONTRACT
(Software as a Service)
HECC#25-113B/OregonBuys PO-52500-_____

This Information Technology Services Contract (Contract) is entered into by and between the State of Oregon (State) Higher Education Coordinating Commission (“Agency” or “HECC”), and [legal name of contractor as registered with Oregon Secretary of State], an _____ corporation (Contractor) and is effective as of the Effective Date (defined below).

RECITALS

1. Agency desires to engage Contractor to develop, configure, implement, and provide maintenance and operations support services (the “Services” as defined below) to enable Agency to achieve specific business and Agency mission objectives defined in this Contract. To that end, HECC issued RFP # S-52500-00015669 for a single Solution to replace the following HECC systems:
 - Private Career Schools System (known as “PCSVets”)
2. Contractor is the successful proposer to the RFP and Agency desires Contractor to perform the Services.
3. Contractor desires to perform the Services for Agency.

AGREEMENT

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

1. DEFINITIONS.

“Academic Policy and Authorization” (“APA”) means the Office or a department within HECC that is authorized by statute to oversee academic policy and program approval for public universities and private postsecondary institutions.

“Acceptance” or **“Accepted”** means written confirmation by Agency that Contractor has completed a Deliverable according to the Acceptance Criteria and the Deliverable is accepted for purposes of interim payment. These terms are distinct from “Final Acceptance.”

“Acceptance Criteria” means the criteria for accepting Deliverables under this Contract, including but not limited to Requirements, specifications for a specific Deliverable set forth in the applicable Statement of Work, and the Performance Warranties set forth in Section 11.2.

“Acceptance Tests” means those tests which are intended to determine compliance of Deliverables and the Services with the Acceptance Criteria of this Contract.

“Agency Data” means information created and information stored by Agency through the Services, and information created and collected by Contractor regarding Agency and its clients during the course of providing the Services, including Personal Information.

“Agency Intellectual Property” means any intellectual property that is owned by Agency, including Agency Data. Agency Intellectual Property includes any derivative works and compilations of any Agency Intellectual Property.

“Agency Project Manager” means the person representing Agency who serves as Contractor’s primary point of contact for the Services.

“Application(s)” means an online form or front-end of a system that collects information from schools and individuals for the purpose of program approval, teacher/instructor authorization, and student complaints.

“Apps” means a suite of third-party tools that work with Dynamics 365 that provides a specific set of functions to meet the agency business needs such as credit card payment processing.

“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.

“Business Days” means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, excluding State of Oregon holidays and business closure days.

“Business Support Hours” means Monday through Friday, 6:00 a.m. to 6:00 p.m., Pacific Time, on Business Days.

“Calendar Days” means contiguous days.

“Change Order” means a form of Contract amendment pursuant to Section 7 that makes changes to a Statement of Work or Exhibit B within the scope of this Contract.

“Confidential Information” is defined in Section 9.1.

“Configuration” means the ability to use tools within the integrated application platform to configure out-of-the-box functionality and features including Power Apps using no-code or low code component approach to development to meet the need of specific requirements or process (i.e., model-driven approach).

“Content Management System” (“CMS”) means a system used to manage the creation and modification of digital content of a website with limited technical knowledge and resources.

“Contract” means all terms and conditions in this document and all its attachments and exhibits, including as amended.

“Contractor Intellectual Property” means any intellectual property that is owned by Contractor and contained in or necessary for the use of the Deliverables or Services. Contractor Intellectual Property includes Software owned by Contractor, including but not limited to the Solution as

described in Exhibit G, Documentation, and derivative works and compilations of any Contractor Intellectual Property.

“Customer Relationship Management” (“CRM”) means a system that allows HECC staff to administer its interactions with clients, typically using data analysis to study large amounts of information.

“Customization” means extending an integrated application platform capabilities by adding custom, one-of-a-kind, developed code (programs, class files, scripts) to meet the needs of specific requirements or processes (i.e., canvas approach).

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

“Data Error” – means errors in data or results caused by failures in data conversion or failures caused by the Services. Data entry errors are not Data Errors.

“Defect” means a reproducible failure of the Solution by either Agency or Contractor to operate in accordance with Requirements and with specifications in the applicable Statement of Work, and as required under a Service Level Agreement, despite the proper use of the Solution. A Defect may be due to a Data Error, or a problem with the Solution, Documentation, or both. Prior to Final Acceptance, a Defect may be due to a missed, missing, or misinterpreted Requirement.

Defect Levels will be negotiated with the successful Proposer, but are anticipated to fall into one of the following categories:

Level 1 – Critical. The Solution or a main subsystem is unavailable, preventing the Solution or a core function from operating or causing core functions or major functionality to operate with grossly incorrect results, such as material data processing errors. There is no workaround.

Level 2 – High. Use of the Solution or a subsystem is interrupted, or a Solution failure otherwise causes major or multiple minor functions to not operate or to operate with significantly incorrect results, such as data processing errors. There is no workaround, or the workaround is unacceptable.

Level 3 – Medium. Does not qualify as a Level 1 Defect or Level 2 or Level 3 Defect but which nonetheless prevents minor functionality from operating or causes minor functions to operate with incorrect results or creates the need for multiple workarounds which are unsustainable. There is a clear business need to have the Solution repaired, but workarounds exist for business operations.

Level 4 – Low. Does not affect functionality of the Solution. Low priority with no direct impact on clients or Agency staff. Cosmetic or nonessential in nature.

“Deliverable Expectation Document” (“DED”) means a document which presents pertinent information specifying the expectations and deliverable acceptance criteria of the subject Deliverable (e.g., Deliverable format and summary description of each Deliverable component in the context of such format).

“Deliverables” means all items, including Work Product, that Contractor is required to provide to Agency under this Contract.

“Documentation” means all documents, including documents that are Deliverables described in a Statement of Work, and which may include operator’s and user’s manuals, training materials, guides, commentary, listings, requirements traceability matrices and other materials or Work Products for use in conjunction with and for the operation of the Services. Documentation includes documents in hard copy or electronic form.

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

“Enterprise Information Services” (“EIS”) means the office responsible for ensuring alignment between statewide IT policy and operations, advising the governor on enterprise technology and telecommunications, implementing the IT Governance framework, and establishing the state of Oregon’s long-term IT strategy. Additionally, a state agency, as defined in ORS 279A.010(1) for information-system related and telecommunications services which must review or approve information technology or telecommunications procurements in accordance with OAR 125-247-0185.

“Effective Date” means the date specified in Section 2 or the date on which this Contract is fully executed and approved according to applicable laws, rules, and regulations, whichever is later.

“Enhancements” means improvements to or additional components of the Services that add functionality.

“Final Acceptance” criteria are in Section 3.6.

“Family Educational Rights and Privacy Act” (“FERPA”) means a federal law that affords parents the right to have access to their children’s education records, the right to seek to have the records amended, and the right to have some control over the disclosure of personally identifiable information from the education records. When a student turns 18 years old, or enters a postsecondary institution at any age, the rights under FERPA transfer from the parents to the student (“eligible student”). The FERPA statute is found at 20 U.S.C. § 1232g and the FERPA regulations are found at 34 CFR Part 99.

“Go-Live” means the Milestone date identified in a Statement of Work, Change Order, or applicable Accepted Deliverable, on which the Solution will be available for Agency and its users in a Production Environment for the processing of transactions in accordance with Requirements and Service Level Agreements. A Go-Live date may be associated with the initial Implementation of the Services, a specific phase or Enhancement under a Statement of Work, a Change Order, or an Enhancement Order.

“Higher Education Coordinating Commission” (“HECC”) means the State of Oregon agency responsible for policy and funding coordination to support pathways to postsecondary education for all Oregonians.

“Help Desk Services” means all necessary activities to assist the users to effectively and efficiently use the Solution.

“Implementation” or **“Implement”** means the process of Contractor preparing and deploying the Software or a component of the Solution to the stated environment (i.e., Demonstration and Production). Implementation includes all Services required to provide complete and functioning Solution, and to prepare Agency to use it effectively.

“Intellectual Property Rights” is defined in Section 12.2.

“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 6.1.

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

“Office of Degree Authorization” (“ODA”) means a unit of APA that serves as the state regulator that approves degree-granting private institutions to operate in Oregon.

“Online Application(s)” means an online form or front-end of a system that collects information from schools and individuals for the purpose of program approval, teacher/instructor authorization, and student complaints.

“Personal Information” is defined in ORS 646A600(12).

“Personal Identifying Information” (“PII”) means any information about an individual maintained by HECC, including, but not limited to, financial transactions, or employment history and information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, date and place of birth, mother’s maiden name, etc., including any other personal information which is linked or linkable to an individual.

“Private Career Schools” means a unit of APA that licenses private career schools, in fields as diverse as computer technology, cosmetology, health care, real estate, and business, that provide training and certificate programs to students in Oregon.

“Private Career Schools System” (“PCSVets”) means the primary system of record for the APA Private Career Schools’ core functions: school licensure, teacher registration, private college degree program authorization, compliance management and reporting. The system produces all authorization materials, including invoices and registration functions for the unit.

“Production Environment” means the cloud subscription, Software, including operating system software, and the system architecture necessary for the Solution to operate.

“Project” means the modernization effort associated with Implementation of the Solution, a well-defined sequence of events with an identifiable beginning and ending which purpose is to achieve an identifiable goal, i.e., the configuration, integration, development, implementation, testing, training, operations, and maintenance of the Solution under the Contract. Under the Contract there are three (3) modernization efforts to address the needs of APA.

“Project Manager” means Contractor’s representative who manages the processes and coordinates the Services with Agency’s Authorized Representative to ensure delivery of the

Deliverables and completion of Milestones. Contractor's Project Manager is the person so identified in Exhibit E.

"Retention Amount" is defined in Section 6.3.

"Requirements" are the functions and elements required for the Solution. Solution Requirements are in Exhibit J, and will be managed via Deliverables identified in the Statement of Work.

"Rollout" means the Implementation of the Solution in the Production Environment with Agency Data that is accessible to subset of end users selected by Agency.

"Schedule of Deliverables" means the attributes of a Statement of Work that describe each Task, Deliverable, measurable attributes of each Deliverable and Milestone with identification of the Services that are associated with them, and a completion date for each Milestone and Deliverable.

"Services" means all effort to be expended by Contractor under the Contract, including installation, configuration, implementation, maintenance and support of the SaaS, completion of Tasks, and development and delivery of Deliverables and Work Product.

"Service Level Agreement" ("SLA") means an agreement that defines specific elements of the Solution and the Services, periods of time for completing the defined Services, measurable conditions for determining successful completion or performance of the Solution or Services, and consequences for not meeting the SLA. The SLA may contain conditions for starting, stopping, and pausing the measurement of the relevant time period. SLAs are in Exhibit B.

"Software" means any computer programs, routines, or subroutines, including operating software, programming aids, application programs, and software products.

"Solution" means the sum total of the Services, developments, Work Product, Deliverables, Contractor Intellectual Property, Third Party Intellectual Property, Software, applications, platform, technical framework, security infrastructure and the Documentation described in the Statement of Work that comprise the Solution that Contractor will configure, implement, and support under this Contract. Solution includes the Software and the right to use the Software Contractor owns and maintains in an approved data center and is making available to Agency for use through a secure network connection, like the Internet.

"State" means the State of Oregon.

"Statement of Work" ("SOW") means one or more of the documents within this Contract that describes the Services to be provided by Contractor, including the Tasks, Deliverables and Milestones, the attributes (including requirements and specifications) of each Deliverable, identification of the Deliverables and Services that are associated with each Task, and a completion date for each Milestone and Deliverable, and any other items as agreed by the parties and attached hereto as a Statement of Work, including as amended pursuant to Section 7. As used in this Contract, except where otherwise expressly identified as being applicable only to a specific SOW, a reference to "Exhibit A," "SOW" or "Statement of Work" means the applicable Exhibit A (e.g., Exhibit A-1, Exhibit A-2, etc.) individually.

“Statewide Financial Management Application” (“SFMA”) means the State of Oregon centralized accounting system.

“Task” means a segment of the Services to be provided by Contractor under this Contract.

“Third Party Intellectual Property” means any intellectual property owned by parties other than State or Contractor. Third Party Intellectual Property includes Software owned by third parties, and derivative works and compilations of any Third Party Intellectual Property.

“Upgrade” means upgrades, improvements or changes to the Software or other aspects of the Services that are designed to improve operating performance and to reflect changes in applicable laws without changing the basic functions of the Software and that are generally made available by Contractor in its sole discretion at no additional charge to Contractor’s other licensees of the Software. A new Upgrade typically will be indicated by the addition of one to the second digit of the upgrade number (e.g., v.X.2 would be the next Upgrade after v.X.1).

“Work Product” means everything 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, including 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). Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product is not Agency Intellectual Property, Contractor Intellectual Property, or Third Party Intellectual Property.

2. TERM.

The Effective Date of this Contract is _____, or the date on which this Contract is fully executed and approved according to applicable laws, rules, and regulations, whichever is later. This Contract terminates on [date to be determined at Contract execution, anticipated to be ___ years from Final Acceptance], unless otherwise terminated or extended in accordance with its terms. The parties may renew this Contract for additional terms upon mutual agreement.

3. SCOPE OF SERVICES.

3.1. Performance and Delivery.

3.1.1. **Responsibilities of Contractor.** Contractor shall deliver the Solution and perform the Services as set forth in the applicable Statement of Work and Service Level Agreements, and in accordance with the applicable current, Accepted Project Management Plan and Schedule and the standards and methodologies set forth in this Contract. Contractor shall provide the Solution and perform the Services:

3.1.1. Employing a methodology that conforms to the standards established by the Project Management Institute (PMI) as described in the Project Management Body of Knowledge (PMBOK), Sixth Edition or more current (PMBOK Guide, ANSI/PMI 99-001-2017, or as updated), supplemented by standards set forth in ISO 12207; and

- 3.1.1. In compliance with information technology standards established by Enterprise Information Services (EIS), found at: <https://www.oregon.gov/das/Pages/policies.aspx#IT> and which may be updated from time to time.
- 3.1.2. Contractor shall cooperate with Agency and its designated third parties, including its Quality Assurance contractor, by providing access and information on Contractor's Implementation plans and activities, the Solution' architecture, design, operating environment, security, interfaces, and operating parameters as required for all oversight activities and Agency-identified third-party services.
- 3.1.3. If at any time in the Implementation of the Solution as set forth below, Contractor becomes aware of a Defect, Contractor shall notify Agency.

Responsibilities of Agency. If a Statement of Work requires Agency to provide any resources, and Agency fails to provide the requisite quality or quantity of such resources or fails to provide such resources in a timely manner for a period that does not exceed twenty (20) Business Days, Contractor's sole remedy is an extension of the applicable delivery dates corresponding to the delay. If Agency's failure to provide such resources exceeds twenty (20) Business Days, and Contractor can show to the reasonable satisfaction of Agency, that the Agency's failure has resulted in an unavoidable increase in the cost of the Services required for the Statement of Work then Contractor will be entitled to recover from Agency the reasonable amount of such increased costs. Contractor's right to delay applicable delivery dates or recover for increased costs may be exercised only if Contractor provides Agency with reasonable notice of Agency's failure and Contractor uses commercially reasonable efforts to perform notwithstanding Agency's failure to perform.

3.2. Delivery and Review of Deliverables.

- 3.2.1. Contractor shall deliver Deliverables and complete Milestones as set forth in the current, Accepted Project Management Plan and Schedule by no later than the date or dates set for delivery in the current, Accepted Project Management Plan and Schedule. Delivery dates, both critical and non-critical, are set forth in the current, Accepted Project Management Plan and are subject to Agency performing its responsibilities in a timely manner.
- 3.2.2. For each required Deliverable, Contractor shall provide a Deliverable Expectation Document ("DED") at least five (5) Business Days before commencing work on the subject Deliverable, or shorter period if agreed to in writing by both parties. A DED shall present pertinent information specifying the expectations and deliverable acceptance criteria of the subject Deliverable (e.g., Deliverable format and summary description of each Deliverable component in the context of such format). Contractor shall use the format set forth in the DED Template which will be agreed to in the Project kick-off meeting, documented in the Agency Project Management Plan and incorporated by this reference. For recurring deliverables such as monthly status reports, only one initial DED is needed. DEDs shall be

reviewed and accepted or rejected by Agency in accordance with the process set forth in Section 3 of this Contract, except that the Agency review period, the Contractor cure period, and the Agency re-review period shall all be five (5) Business Days each.

3.2.3. Contractor shall provide written notice to Agency upon delivery of a completed Deliverable to Agency. By no later than (i) fifteen (15) Business Days after receipt of such notice, or (ii) the date set forth for Agency's review in the current Accepted Project Management Plan and Schedule, Agency will determine whether the Deliverable meets Acceptance Criteria set forth in the Contract or DED for that deliverable. Acceptance Criteria includes all requirements for a Deliverable and associated Services described in the Statement of Work, and the Performance Warranties in Section 11.2. With respect to any Deliverables that are susceptible to Acceptance Testing, Agency will conduct Acceptance Testing as set forth in Section 3.4. If Agency determines that the Deliverable meets, in all material respects, Acceptance Criteria, Agency will notify Contractor of Agency's Acceptance in writing.

3.2.4. If Agency determines that a Deliverable does not meet the Acceptance Criteria in all material respects, Agency will notify Contractor in writing of Agency's rejection of the Deliverable and describe in reasonable detail in such notice Agency's basis for rejection of the Deliverable. Upon receipt of notice of non-acceptance, Contractor shall, within a ten (10) Business Day period, modify or improve the Deliverable at Contractor's sole expense so that the Deliverable meets, in all material respects, the Acceptance Criteria, and notify Agency in writing that it has completed such modifications or improvements and re-tender the Deliverable to Agency. Agency will thereafter review the modified or improved Deliverable within ten (10) Business Days of receipt of the Contractor's delivery of the Deliverable. Failure of the Deliverable to meet the Acceptance Criteria in all material respects after the second submission will constitute a default by Contractor. In the event of such default, Agency may either (i) notify Contractor of such default or instruct Contractor to modify or improve the Deliverables as set forth in this section, or (ii) notify Contractor of such default and pursue its remedies for default under Section 15 of this Contract.

3.3. Testing, Implementation, and Stabilization.

Acceptance Testing provisions will be negotiated with the successful Proposer and will reflect the agreed-upon schedule and methodology, but are anticipated to address the following:

Contractor shall configure and Implement the Solution in accordance with Exhibit A-1, Implementation Services Statement of Work.

3.3.1. **System Testing.** Contractor shall install and test the Solution in a test environment in accordance with the applicable Statement of Work in order to determine if the Solution are in material conformance with Requirements set forth

in Exhibit J, Solution Requirements, Functional and Technical Design Specification Document and Interface Control Document as the Deliverable is Accepted at the time of testing under this section. If Level 1, Level 2, Level 3, or Level 4 Defects are discovered, Contractor shall correct such Defects and retest at no additional charge to Agency prior to completion of System Testing under this section. Contractor shall resolve Level 5 Defects at no additional charge to Agency within Agency-approved timeframes.

3.3.2. User Acceptance Testing (“UAT”). In accordance with the current Accepted Test Plan, Agency will test the Solution using both test data and Agency’s converted operational data in order to determine if the Solution are in material conformance with the Solution Requirements set forth in Exhibit J, and in Accepted Functional and Technical Design Specification Document, as those Deliverables are Accepted at the time of testing under this section. Agency will notify Contractor in writing of each Defect discovered during UAT and specify its level. Contractor shall correct all Level 1, Level 2, Level 3, and Level 4 Defects identified during UAT at no additional charge to Agency and resubmit the corrected Services to Agency for retesting within five (5) Business Days of a written notice of Defect. All such retesting will be done on an iterative basis and be completed by Agency no later than five (5) Business Days after Contractor submission of the corrected Services. Contractor shall correct all Level 1, Level 2, Level 3, and Level 4 Defects prior to completion of UAT activities under this section. Contractor shall resolve Level 5 Defects discovered during UAT at no additional charge to Agency within Agency-approved timeframes.

3.3.3. Rollout. After Agency’s Acceptance of the UAT Test Results Report and upon Agency’s notice to proceed with the Go-Live Implementation Task, Contractor shall implement the Solution in the Production Environment and complete the “Go-Live” activities described in the current, Accepted Implementation Plan in a series of rollouts (each a “Rollout”) for selected Solution functionality as set forth in the Statement of Work. For each Rollout, the Solution will be used to validate the Solution is functioning in the Production Environment, validate the Implementation methodology, validate user and other preparedness activities, and to determine if the Solution are in material conformance with the Solution Requirements set forth in Exhibit J, Functional and Technical Design Specification Document, and Interface Control Document as those Deliverables are Accepted at the time of activities under this section.

3.3.3. Except as provided below in the next section, if Level 1, Level 2, Level 3, or Level 4 Defects are discovered during any Rollout, Agency will notify Contractor of the Defect orally or in writing as soon as reasonably practical and will provide written notification of the Defect(s) no later than five (5) Business Days after discovery, specifying the Defect as a Level 1, Level 2, Level 3, or Level 4 Defect. Upon receipt of such written notice, Contractor shall correct any Level 1, Level 2, Level 3, and Level 4 Defects within the following timeframes based upon Defect Level:

Level 1 Defect: one (1) Business Day

Level 2 Defect: two (2) Business Days

Level 3 Defect: three (3) Business Days

Level 4 & 5 Defects: five (5) Business Days

Agency will complete all such retesting no later than five (5) Business Days after Contractor submission of the corrected Services.

3.4. Stabilization Period. The Stabilization Period applies to each Rollout. Upon completion of Implementation activities, including Contractor's correction of identified Level 1, Level 2, Level 3, and Level 4 Defects, Agency will use the Solution for processing of data in a statewide live Production Environment for a period of one (1) Calendar month.

3.4.1. If at any time during the Stabilization Period, any Defects are discovered Agency will grant Contractor the following amount of time to correct based on Defect Level:

Level 1 Defect: one (1) Business Day

Level 2 Defect: two (2) Business Days

Level 3 Defect: three (3) Business Days

Level 4 & 5 Defects: five (5) Business Days

3.4.2. If the Defects are not corrected during the Business Day period, unless Agency in its discretion allows additional time for correction, Agency may declare a material breach of this Contract by Contractor.

3.4.3. Completion of the Stabilization Period including any time to correct defects for the final phase of Implementation will mark the end of the Implementation Task.

3.5. Final Acceptance of the Implementation. "Final Acceptance" of each Rollout will occur when the following events have occurred, or conditions exist:

3.5.1. Agency has notified Contractor that the Solution meets all Acceptance Criteria, and all required testing has been successfully completed, including as specified in the applicable Statement of Work;

3.5.2. The Solution is stable, complete, and operating correctly without Level 1, Level 2, Level 3, or Level 4 Defects and any Level 5 Defects may have an approved delivery plan for resolution that is provided by Contractor and accepted by Agency;

3.5.3. Agency has notified Contractor that State of Oregon authorizations to Accept the Implementation of the Solution have been received;

3.5.4. Documentation is complete, inventoried, and Accepted by Agency;

3.5.5. Contractor has reconciled all Requirements against the stabilized Solution to ensure Contractor has clearly and transparently met each Requirement; and

3.5.6. Contractor has completed and Agency has Accepted Deliverables for User Training and Technical Training as specified in the applicable Statement of Work.

3.6. Warranty Services.

3.6.1. **Post-Implementation Warranty Period.** Contractor shall warrant the initial implementation of the Solution Accepted under Statement of Work for a period of ninety (90) Calendar Days following Final Acceptance of each Rollout. During the Post-Implementation Warranty Period, Contractor shall, at no additional charge to Agency, furnish such materials and Services necessary to correct any Defects in the Solution that prevent the Solution from meeting the Acceptance Criteria and Contract warranties.

3.6.2. **Solution Change Warranty Period.** Contractor shall warrant Solution changes that modify or enhance the Solution Accepted at Final Acceptance, and that are not Defect corrections, for a period of ninety (90) Calendar Days following Acceptance of the implemented change. Contractor shall, at no additional charge to Agency, furnish such materials and Services necessary to correct any Defects relating to the Solution change that prevent the Solution from meeting the Acceptance Criteria and Contract warranties.

3.7. Operation and Maintenance Services. Following Final Acceptance Contractor shall provide Agency Operation and Maintenance support as set forth in this Contract.

3.7.1. **Service Level Agreements and Performance Metrics.** Contractor shall meet the performance metrics and Service Level Agreements established in the Statement of Work, and in Contract Exhibit B, Service Level Agreements, during the Contract term. Contractor shall, at no additional charge to Agency, furnish such materials and Services necessary to correct any Defects in the Services that prevent the Solution from meeting their Acceptance Criteria and otherwise complying with the terms of this Contract.

3.7.2. **Upgrades.** Contractor shall furnish Upgrades to the Solution to Agency without additional charge when such Upgrades are made generally available by Contractor, or to Contractor, or to Agency without additional charge. Contractor will provide release notes describing each Upgrade, when furnished, and documentation for the appropriate user manuals. Contractor shall correct any Defects in the Solution as a result of Upgrades initiated by Contractor. Any Defects as a result of Upgrades initiated by Contractor shall be corrected within the timeframe of the Defect Level in compliance with Section 3.5.1.

3.7.3. **Enhancements.** Contractor shall inform Agency of the availability of Enhancements for which a separate license fee and license agreement are required at least ninety (90) Calendar Days prior to the availability of the Enhancement. If an Enhancement is licensed by Agency under an amendment to this Contract completed in accordance with Section 7, this Contract will apply to such Enhancement. Agency understands additional fees may apply.

- 3.7.4. **Technology Refresh.** It is Contractor's intent to provide Agency with Solution which meet or exceed industry standards for the duration of the Contract. As such, and subject to the terms and conditions of this Contract, Contractor shall use commercially reasonable efforts to upgrade the Solution to support new frequencies, technologies, and services during the Contract term consistent with upgrades provided to its other customers. Contractor has the right to upgrade the Software and implement new technologies to better serve Agency and its end users, provided that (i) such actions by Contractor do not impair Agency's rights hereunder or result in any interference with Agency operations at the time of any upgrade; and (ii) such actions by Contractor are undertaken in accordance with and are governed by the terms of this Contract. In the event that Contractor's upgrading of Software or deployment of new technologies would involve changes or interference with Agency's operations or Agency equipment, or facilities used to access the Solution, Contractor shall advise Agency at least ninety (90) Calendar Days prior to any proposed change. Agency will review the proposed change and will either approve or reject the proposed change. Contractor must obtain Agency's prior written approval to implement any change, which approval will not be unreasonably withheld, conditioned, or delayed.
- 3.7.5. **Disaster Recovery.** Contractor shall deliver, maintain, and modify as necessary, the Disaster Recovery Plan and Procedures for the Solution that are acceptable to Agency. In the event of a disaster, Contractor shall comply with the provisions of and deliver Services according to the Disaster Recovery Plan and Procedures. Agency may assess the need for an updated Disaster Recovery Plan annually with the Contractor.
- 3.7.6. **Response to Public Records Request for Agency Data.** The Solution is the system of record for Agency Data. Agency, as an executive department agency of State, must respond to requests for Agency Data and other public records under Oregon's Public Records laws, including ORS 192.311 to 192.478, within set timeframes. Contractor shall support the ability of Agency and HECC to respond to public records requests for Agency Data in accordance with applicable law.

3.8. Performance Reporting.

- 3.8.1. **Performance.** Contractor shall provide the Solution and Services in conformance with the provisions of this Contract and shall meet or exceed the Service Level Agreements set forth in Exhibit B, the Solution Requirements set forth in Exhibit J, and the Security and Hosting Requirements set forth in Exhibit K.
- 3.8.2. **Failure to Perform.**
- 3.8.2. If Contractor fails to meet a performance standard, such as a Service Level Agreement or a Security and Hosting Requirement, Contractor shall (i) investigate, assemble and preserve pertinent information with respect to, and report on the causes of, the failure, including performing a root cause analysis of the failure; (ii) advise Agency, as and to the extent requested by Agency, of

the status of remedial efforts being undertaken with respect to such failure; (iii) minimize the impact of and correct the problem and begin meeting the performance standard; and (iv) take appropriate preventive measures so that the failure does not recur.

3.8.2. As provided in Section 15.1, Contractor agrees to pay the damages, service credits, or liquidated damages specified in Exhibit B if Contractor fails to provide the Services or provide Deliverables or other Services as and when required by this Contract or fails to meet the performance standards and Service Level Agreements specified in Exhibit A or Exhibit B. This section does not limit Agency's rights with respect to the events upon which Agency may rely as a basis for Agency's termination of this Contract for cause.

3.8.3. **Measurement and Monitoring Tools.** Contractor shall measure and monitor the performance of the Solution against the applicable Service Level Agreements and shall use the necessary measurement and monitoring tools and procedures required to do so. Such measurement and monitoring must permit reporting at a level of detail sufficient to verify compliance with the Service Level Agreements and is subject to audit by Agency. Contractor shall provide Agency with information and access to such tools and procedures, for purposes of auditing and verification.

3.9. Transition Services. Contractor shall provide transition services to support a responsible and secure transition of Services and Agency Data to another service provider or to Agency ("Transition Services").

3.9.1. Upon receipt of a notice prior to expiration that Agency will engage Contractor's Transition Services, or receipt of notice of termination and notwithstanding the reason for termination (whether for cause or without cause and whether by Contractor or Agency, and whether for all or some Services), Contractor shall continue to provide Services, inclusive of the Solution, and provide Transition Services as described in the Transition Plan (defined below) for the period set in the notice and in the subsequent Transition Plan (the "Transition Period"), on the following conditions:

3.9.1. Agency is up to date with its undisputed payment obligations at the commencement of the Transition Period, and

3.9.1. Agency pays all undisputed invoices during the Transition Period in accordance with its obligations referenced in Section 6.

3.9.2. If during the Transition Period Contractor believes Agency is not in compliance with the foregoing conditions, Contractor shall give Agency written notice of such noncompliance and Agency will have fifteen (15) Business Days, or such longer period to which the parties may agree, to correct the noncompliance before Contractor may end the Transition Period and move to the Wind-Down Phase described below.

3.9.3. **Transition Plan.** Contractor and Agency will outline a Transition Plan, which may be requested pursuant to a notice of termination or in anticipation of the Contract

terminating in accordance with its terms. The Transition Plan may serve as an update to or a confirmation of a Transition Services Task in a Statement of Work. Contractor shall deliver a detailed Transition Plan within fourteen (14) Calendar Days of Agency's written request, or otherwise within a timeframe agreed upon by the parties, for Agency review. The Transition Plan will not be effective until it is approved by DOJ. This plan will determine the nature and extent of Contractor's Transition Services obligations and detail the transfer of Services and Agency Data. The Transition Period will commence on the date set in the DOJ-approved Transition Plan; provided, however, if Contractor does not deliver an acceptable Transition Plan on or before the Contract termination date, then the parties will abide by a draft of the plan promulgated by Agency until the Transition Plan is approved by DOJ. The Transition Plan must address at least:

- 3.9.3. The respective Tasks and Deliverables to be completed by each party in during the Transition Period,
- 3.9.3. A schedule pursuant to which such Tasks and Deliverables will be completed, and
- 3.9.3. A schedule identifying which party is responsible for paying the cost (if any) related to each Task and Deliverable. This schedule may include Transition Services that will not exceed the current Contract NTE. If the parties agree Transition Services require new or additional Services that cause an increase in the Contract NTE, the Transition Plan will be in the form of a Contract amendment.

3.9.4. The parties will cooperate in good faith with each other in connection with their obligations under this Section 3.9 and will perform their obligations under the Transition Plan. If the Transition Period extends beyond the Contract term, the provisions of this Contract remain in effect for the duration of the Transition Period.

3.9.4. Contractor shall complete the transition of Agency Data and Services from Contractor and its subcontractors to Agency and to any providers that Agency designates, without causing any unnecessary interruption of or adverse impact on the Services.

3.9.5. Without limiting the generality of the aforementioned obligations, Contractor shall:

- 3.9.5. Cooperate with Agency and any Agency-designated provider by promptly taking all steps required to assist Agency in completing the Transition Plan.
- 3.9.5. Provide Agency and any Agency-designated provider with all information regarding the Solution, Agency Data, and Deliverables that these parties will need to complete the Transition Period. This includes data conversions, data access or transfers, and interface specifications.

3.9.5. Promptly and orderly conclude all Services as Agency may direct. This includes the return of property under Section 16.6, documentation of any work in progress, and other measures.

3.9.6. **Wind-Down.** Upon the later of (i) the termination of this Contract or (ii) termination of the Transition Period, Contractor will cease providing the Solution and will cease to perform all other Services, and Agency will pay Contractor all amounts payable to Contractor for Deliverables or Services delivered, and pre-approved expenses incurred through the end of the Contract or Transition Period; provided, however, when such termination is due to the breach or bankruptcy of Contractor, Agency will not be required to pay any amounts claimed by Contractor to be due until Agency determines what, if any, setoffs are required and the remedies owed to Agency are either agreed upon by Contractor through a settlement or ordered by a court of competent authority.

4. CONTRACTOR'S PERSONNEL.

4.1. Key Persons. Contractor acknowledges and agrees that Agency selected the 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 their powers and responsibilities they are required to provide under this Contract to another Contractor employee(s) without first obtaining the written consent of Agency. Further, Contractor shall not re-assign or transfer a Key Persons to other duties or positions such that the Key Person is no longer available to provide Agency with the required expertise, experience, judgment, and personal attention, without first obtaining Agency's written consent to such re-assignment or transfer, which Agency will not unreasonably withhold or delay. In the event Contractor requests that Agency approve a re-assignment or transfer of the Key Persons, or if Contractor must replace Key Persons, Agency may interview, review the qualifications of, and approve or reject the proposed replacement(s) for the Key Persons. Any such replacement must have substantially equivalent or better qualifications than the Key Person being replaced. Any replacement personnel approved by Agency will thereafter be deemed a Key Person for purposes of this Contract and Exhibit E deemed amended to include such Key Person. Agency reserves the right to determine if a replacement Key Person has acquired the project knowledge and skills necessary to perform within a one (1) Calendar month period following Agency approval of the replacement Key Person. In the event Contractor replaces a Key Person, Contractor shall not delay or extend the delivery of Services nor charge Agency any additional amounts due to the change in personnel.

4.2. Project Manager. Contractor shall designate a Project Manager as a Key Person for the Implementation of the Solution through at least Final Acceptance. The Project Manager shall be familiar with Agency's business operations and objectives. The Project Manager will participate with Agency in periodic review sessions and will provide at Agency's request detailed progress reports that identify completed tasks and the status of the Services required to deliver Solution that meet Final Acceptance criteria. The Project Manager will be responsible for managing the Contractor's project team.

4.3. Service Manager. Contractor shall designate a Service Manager as a Key Person for the duration of the Contract. The Service Manager shall be familiar with Agency's business operations and objectives. The Service Manager will participate with Agency in regular meetings to be held, at least quarterly unless requested more frequently by Agency. The Service Manager must:

4.3.1. Provide measurement and monitoring reports to verify compliance with the Service Level Agreements;

4.3.2. Review the Services and Contractor's performance throughout the Contract and discuss possible improvements;

4.3.3. Discuss Upgrades and Enhancements to the Services or any new technologies that may be available for Agency;

4.3.4. Discuss any other Agency-raised issues or concerns; and

4.3.5. Provide at Agency's request or Contractor's recommendation and Agency's review such other reports as Agency may request.

4.3.6. Notify Agency of any Key Person turnover or vacancy.

4.4. Solution Architect. Contractor shall designate a Solution Architect as a Key Person for the duration of the Contract. The Solution Architect shall be familiar with the Agency's business operations and objectives. The Solution Architect will participate with Agency in regular meetings to be held, at least monthly unless requested more frequently by Agency such as during key project activities. The Solution Architect must:

4.4.1. Assist in planning and lead the facilitation of key project activities, such as Requirements, Design, Testing, Data Conversion and Migration, and Implementation.

4.4.2. Assist State and Contract project teams in refining business needs into well-defined and cost-effective solutions

4.4.3. Ensure that the developed Solution aligns with the Agency's business operations and objectives, with consideration of future expandability.

4.4.4. Demonstrate a balance of solution architecture best practices, communication, stakeholder management, leadership, problem solving, decision making and negotiation skills.

4.5. Contractor's Employees and Subcontractors. Contractor shall not use subcontractors to perform the Services without Agency's prior written consent. Contractor represents that any employees assigned to perform the Services, and any subcontractors performing the Services, will perform the Services in accordance with the warranties set forth in Section 11 of this Contract.

4.6. Anti-Discrimination. Contractor certifies that Contractor has a written policy and practice that meets the requirements described in ORS 279A.212 for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a

protected class. Contractor agrees, as a material term of this Contract, to maintain such policy and practice in force during the entire Contract term. Contractor's failure to maintain such policy and practice constitutes a breach entitling Agency to terminate this Contract for cause.

4.7. Pay Equity. As required by ORS 279B.235, Contractor shall comply with ORS 652.220 and not unlawfully discriminate against any of its employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Contractor's compliance with this section is a material term of this Contract, and Contractor's failure to comply constitutes a breach entitling Agency to terminate this Contract for cause.

4.7.1. As required by ORS 279B.235, Contractor may not prohibit any of its employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor shall not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

5. INDEPENDENT CONTRACTOR; TAXES AND WITHHOLDING.

5.1. 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. Contractor 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.

5.2. No Partnership. This Contract is not intended, and will not be construed, to create a partnership or joint venture between State and Contractor. Nothing in this Contract will be construed to make State and Contractor partners or joint venture participants.

5.3. Declaration and Certification as to Conflict of Interest. 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 or Key Persons who will perform Services under this Contract; (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; and ; and (iii) this Contract and the delivery of Services creates no other violation of ORS Chapter 244 for Contractor, its employees, agents, or contractors.

5.4. Responsible for Taxes. Contractor is 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.

- 5.5. Compliance with Tax Laws.** Contractor shall, throughout the duration of this Contract, comply with all tax laws of State and all applicable tax laws of any political subdivision of State. Any violation of this section or of Contractor's warranty in Section 11.1.7 constitutes a material breach of this Contract. Any violation of this section or Section 11.1.7 entitles State to terminate this Contract, to pursue and recover damages that arise from the breach and the termination of this Contract, and to pursue all other remedies available under this Contract, at law, or in equity.
- 5.6. 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.
- 5.7. Disclosure of Social Security Number.** Contractor shall 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.

6. COMPENSATION.

- 6.1. Maximum Compensation.** Notwithstanding any other provision of this Contract to the contrary, the maximum, not-to-exceed compensation that Agency will pay to Contractor is _____ Dollars (\$_____) (the "Maximum Not-To-Exceed Compensation"), which includes payment for any allowable expenses for which Contractor may request reimbursement under this Contract.
- 6.2. Payments.** Payments are subject to all provisions of this Section 6.
- 6.2.1. Payment of Fixed Prices.** Agency will pay to Contractor the fixed price listed in Exhibit L for each Deliverable completed, delivered to, and Accepted by Agency.
- 6.2.2. Payment for Operation and Maintenance.** Agency will pay to Contractor annually as set forth in Exhibit L. Payment may be phased in as Rollouts reach Final Acceptance, as set forth in the Payment Schedule.
- 6.3. Retention.** Agency may hold back an amount (the "Retention Amount") of not more than fifteen percent (15%) of any amount that is payable by Agency to Contractor for Implementation or for an Enhancement or Change Order, other than amounts attributable to the purchase of equipment or. Agency will pay the then-accrued Retention

Amount to Contractor within thirty (30) Calendar Days following Final Acceptance of the Implementation, enhancement, or any change order.

- 6.4. Expenses.** Agency will not pay or reimburse any expenses incurred by Contractor related to the Solution or during the completion of the Services except as authorized in the applicable Statement Work and Exhibit L. Any such authorized travel expenses must comply with the Oregon Travel Policy, <https://www.oregon.gov/das/financial/acctng/pages/travel.aspx>, including as updated.
- 6.5. Invoices.** Agency will pay Contractor not more than once each month upon Contractor's submission of a detailed invoice that sets forth the Solution Fee and the fixed prices due for other Services performed, and Deliverables Accepted by Agency. Such invoices must comply with the requirements of this Section 6, identify the Deliverables completed and Accepted for which Contractor seeks compensation, and itemize and explain all authorized expenses for which reimbursement is claimed. Contractor shall submit invoices to Agency's Authorized Representative (or delegate). Agency will have the right to review each such invoice for compliance with the requirements of this section and any other relevant provisions of this Contract. All payments to Contractor are subject to ORS 293.462.
- 6.6. Limit on Payments.** Contractor shall not submit invoices for, and Agency will 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 7, the amendment must be fully effective before Contractor performs additional Services or other Services or delivers goods subject to the amendment. No payment will be made for any Services performed or goods delivered before the Effective Date or after termination of this Contract.
- 6.7. Funds Available and Authorized.** Contractor will not be compensated for Solution or Services performed under this Contract by any other agency or department of the State of Oregon. Agency believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract within Agency's biennial appropriation or limitation. Contractor understands and agrees that Agency's payments under this Contract are 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.
- 6.8. Contractor or Subrecipient Determination.**

In accordance with the Oregon State Controller's Oregon Accounting Manual, policy 30.40.00. 104, Agency's determination is that:

Recipient is a subrecipient Recipient is a contractor

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Contract: 17.278 and 17.259.

7. AMENDMENTS. This Contract may be amended, modified, or supplemented only by a written amendment signed by State and Contractor that, if required by applicable law, has been for legal sufficiency by DOJ. Any amendment that provides for additional Solution, goods or other Services may only provide for Solution, goods or Services directly related to the scope of goods and services described in the RFP, and no amendment will be effective until all requisite signatures and approvals are obtained. Either Agency or Contractor may request a change to this Contract, including to any of its exhibits, by submitting a written proposal describing the desired change to the other party.

7.1. Change Control. Subject to the conditions above, either Agency or Contractor may request amendments to an Exhibit A, Statement of Work, Exhibit B, Service Level Agreements, Exhibit J, Solution Requirements, and related costs that may be managed through an Agency-authorized change control process that reflects at least the processes described in this section. Either Agency or Contractor may request a change by submitting a written proposal describing the requested change to the other party. Agency's and Contractor's Authorized Representatives will review the written change request and either mutually approve it for further analysis or reject it.

7.1.1. Analysis of Change Requests; Change Orders. The parties will analyze each change request (that has not been rejected) in accordance with the authorized change control process to determine the effect that the implementation of the change will have on the applicable Statement of Work, Service Level Agreement, Requirements, and related costs. If Contractor requests to make changes in its design or implementation of the Solution to enable the Solution to meet Requirements, 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 their responsibilities in a timely manner. If the analyzed change request is mutually approved, the agreed-upon party will prepare a written change order, detailing all modifications to the applicable Statement of Work, Service Level Agreements, Requirements, and related costs (the "Change Order"). A Change Order at a minimum must contain:

7.1.1.1. The effective date of the Change Order;

7.1.1.1. A detailed description of the Services to be performed including the level of effort under the Change Order;

7.1.1.1. The particular specification or matter in the Contract which will be altered, and the precise scope of that alteration;

7.1.1.1. Whether the Change Order modifies critical path Deliverables or Milestones;

7.1.1.1. Whether the changes are to be included in the Solution for Rollout;

7.1.1.1. Any change in the cost of the Services to be performed pursuant to the Change Order; and

7.1.1.1. The cumulative cost changes of all Change Orders previously issued.

7.1.1. A Change Order may alter only that portion of a Statement of Work, Service Level Agreement, Requirements, and related costs to which it expressly relates and must not otherwise affect the terms and conditions of this Contract. Both parties must sign the Change Order to authorize the Services described therein and incorporate the changes into this Contract. No Services may be performed pursuant to the Change Order and no payment will be made on account of the Change Order until the Change Order is fully executed and all required State of Oregon approvals are received.

7.1.2. **Payments.** Subject to the foregoing provisions of this Section 7 and performance of the Services, Agency will pay for Services performed pursuant to a Change Order according to the acceptance and payment procedures set forth in this Contract. Cumulative Payments for Change Orders must not exceed the amount allocated for Change Orders in the Payment Schedule as set forth in Exhibit L.

8. OWNERSHIP AND LICENSES.

8.1. Contractor Intellectual Property. Contractor retains ownership of all Contractor Intellectual Property that Contractor delivers to Agency pursuant to the Solution and the Services performed under this Contract. Contractor grants Agency a license to the Solution as set forth in Exhibit G. In the event that Work Product is Contractor Intellectual Property, a derivative work developed by Contractor based on Contractor Intellectual Property, or a compilation that includes Contractor Intellectual Property, and provided Agency has paid any applicable licensing fee, Contractor grants Agency a license to the Work Product during the term of this Contract as set forth in Exhibit G to use, copy, display, distribute, and transmit Contractor Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

8.2. Work Product.

8.2.1. Except as specified in Section 8.2.2 and 8.2.3, Contractor owns all Work Product. Such Work Product is subject to the license in Section 8.1.

8.2.2. **Agency Data.** Agency owns all Agency Data, including Agency Data that is Work Product or that is otherwise created by or resulting from the Services. Contractor hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all Agency Data, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency's reasonable request, Contractor shall execute such further documents and instruments to fully vest such rights in Agency.

8.3. Third Party Intellectual Property. Unless otherwise specified in a Statement of Work that Agency, on its own, will acquire and obtain a license to Third Party Intellectual Property, Contractor shall secure on Agency's behalf, in the name of Agency and subject to Agency's approval, a license to Third Party Intellectual Property necessary for Agency to access and receive the benefit of the Solution. Licenses for Third Party Intellectual Property are set forth in Exhibit H, and Exhibit H will be deemed to include any additional

licenses for Third Party Intellectual Property approved by Agency. In the event that Federally Funded Work Product is Third Party Intellectual Property, a derivative work based on Third Party Intellectual Property, or a compilation that includes Third Party Intellectual Property, Contractor shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and the pre-existing elements of the Third Party Intellectual Property employed in the Federally Funded Work Product, and to authorize others to do the same on Agency's behalf.

- 8.4. Open-Source Elements.** Any open-source materials in the Solution for which Agency may be subject to a license must be approved in advance and in writing by Agency. If Contractor desires to include any open-source elements or materials that may subject Agency to an open-source license, Contractor shall:
- 8.4.1. Notify Agency in writing that Contractor intends to include materials or elements subject to open-source licensing,
 - 8.4.2. Identify the specific elements or materials that are subject to open-source licensing, and
 - 8.4.3. Provide each applicable license to Agency.
- 8.5. Agency Intellectual Property.** Agency owns all Agency Intellectual Property, including Agency Data, provided to, or collected by Contractor pursuant to this Contract. Agency grants Contractor a non-exclusive, royalty-free, world-wide license to use, copy, display, distribute, transmit and prepare derivative works of Agency Intellectual Property, including Agency Data, and Federally Funded Work Product only to fulfill the purposes of this Contract. Agency's license to Contractor is limited by the term of the Contract and the confidentiality and security obligations of this Contract.
- 8.6. No Rights.** Except as expressly set forth in this Contract, nothing in this Contract may 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 may 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.
- 8.7. No Rights in Marks.** Neither party grants the other the right to use its trademarks, trade names, service marks or other designations in any promotion or publication without prior written consent. Each party grants only the licenses and rights specified in this Contract.
- 8.8. Competing Services.** Subject to the provisions of this Section 8, and Contractor's obligations with respect to Confidential Information, including as defined in Section 9, nothing in this Contract precludes or limits 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 is 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.

9. CONTRACTOR'S DUTIES OF CONFIDENTIALITY AND NON-DISCLOSURE.

- 9.1. Confidential Information.** Contractor acknowledges that it and its employees, agents, or subcontractors may, in the course of providing the Solution and performing the Services 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, subcontractors, or agents in the performance of this Contract, including Agency Data, is deemed to be confidential information of Agency ("Confidential Information"). Contractor shall treat any reports or other documents or items (including data aggregations) that result from the use of the Confidential Information in the same manner as the Confidential Information. Confidential Information does not include information that (i) is or becomes (other than by disclosure by Contractor) publicly known; (ii) is furnished by Agency to others without restrictions similar to those imposed by this Contract; (iii) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (iv) is obtained from a source other than Agency without the obligation of confidentiality, (v) is disclosed with the written consent of Agency, or; (vi) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.
- 9.2. Non-Disclosure.** Contractor, its employees, agents, and subcontractors shall hold Confidential Information in confidence, using the highest standard of care applicable, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties (other than its authorized subcontractors), or use Confidential Information for any purposes whatsoever other than the provision of Services to Agency hereunder, and shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall 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 shall not at any time during or after the term of this Contract, except as directed by Agency, 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 shall deliver to Agency all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing and unless otherwise specified

in this Contract, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of performance of the Services.

- 9.3. Privacy and Security Requirements.** Contractor and its employees, agents, and subcontractors shall comply with laws, regulations, and policies governing access to and use of Agency Data, including as required in Exhibit K, Security and Hosting Requirements, as they are stated elsewhere in this Contract, and as such laws, regulations, and policies are updated or otherwise made available to Contractor.
- 9.4. Non-Disclosure Agreement.** Contractor shall upon Agency's request provide a written non-disclosure agreement and obtain such from Contractor's employees, agents, and subcontractors performing Services under this Contract.
- 9.5. Background Check.** Contractor's employees, agents and subcontractors that will perform Services under this Contract must submit to a background check conducted by the State. Such background check must occur prior to arrival on Agency premises or prior to access of Agency Confidential Information, whichever occurs first. Background checks will be performed at Contractor expense. Agency in its sole discretion has the right to reject any Contractor employee, agent, or subcontractor, or limit any such person's access to the Solution or premises based on the results of the background check.
- 9.6. Confidentiality Policies.** Contractor shall, upon Agency's request, provide its policies and procedures for safeguarding Confidential Information to Agency for Agency's review and consent. Such policies must address information conveyed in oral, written, and electronic format and include procedures for how Contractor will respond when a violation or possible violation occurs.
- 9.7. Injunctive Relief.** Contractor acknowledges that breach of this Section 9, including disclosure of any Confidential Information, will cause 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.
- 9.8. Publicity.** Contractor agrees that it will not disclose the form, content or existence of this Contract or any Deliverable in any advertising, press releases or other materials distributed to prospective customers, or otherwise attempt to obtain publicity from its association with Agency or the State of Oregon, whether or not such disclosure, publicity or association implies an endorsement by Agency or the State of Oregon of Contractor's services, without the prior written consent of Agency.
- 10. CONTRACTOR'S PROPRIETARY INFORMATION; OREGON PUBLIC RECORDS LAWS.** Agency will use reasonable efforts to maintain the confidentiality of any proprietary information received from Contractor and will not use such proprietary information except to fulfill its obligations under this Contract and applicable state and federal law. Contractor acknowledges and agrees that any obligation of Agency to maintain the confidentiality of Contractor's proprietary information is conditioned by and subject to Agency's obligations

under the Oregon Public Records Laws, including ORS 192.311 to 192.478, which may require disclosure of proprietary information as a “public record” unless exempt under ORS 192.501 or ORS 192.502, and the provisions for the custody and maintenance of public records, ORS 192.005 – 192.170.

- 10.1.** Contractor proprietary information is any information marked or designated in writing by Contractor as “confidential” prior to initial disclosure, or information disclosed orally that is confirmed in writing as “confidential” within ten (10) Calendar Days of disclosure.
- 10.2.** Agency may disclose Contractor proprietary information to its third-party Quality Assurance contractor, and to State and federal oversight authorities to make required reports, to comply with requests for information, or to comply with an audit.
- 10.3.** Agency may disclose and provide copies of Contractor proprietary information to the extent disclosure is required by the Oregon Public Records Law (including ORS 192.311 to 192.478). If Agency receives from a third party any request under the Oregon Public Records Law for the disclosure of Contractor proprietary information, Agency will notify Contractor within a reasonable period of time of the request. Contractor is exclusively responsible for defending Contractor’s position concerning the confidentiality of the requested information. Notwithstanding the foregoing, while Agency is not required to actively assist Contractor in opposing disclosure of proprietary information, Agency will cooperate in good faith to the extent reasonably practicable with Contractor’s efforts to protect its proprietary information.
- 10.4.** The confidentiality obligations imposed by this Section 10 do not apply to: (i) information that becomes part of the public domain through lawful means and without breach of any confidentiality obligation by the recipient; (ii) information subsequently and rightfully received from third parties who have the necessary rights to transfer the information without any obligation of confidentiality; (iii) information known to the recipient prior to the effective date of this Contract without obligation of confidentiality; (iv) information independently developed by recipient and documented in writing without use of, or reference to, any Contractor proprietary information; or (v) information required to be disclosed by compulsory judicial or administrative process or by law or regulation; provided that if Agency is required to disclose Contractor proprietary information under clause (v), Agency will first give Contractor notice and provide such information as may reasonably be necessary to enable Contractor to take action to protect its interests.
- 10.5. Injunctive Relief.** Agency acknowledges that Agency’s use and disclosure of Contractor’s proprietary information not in accordance with this Section 10 will cause irreparable injury to Contractor that is inadequately compensable in damages. Accordingly, Contractor may seek and obtain injunctive relief against the breach or threatened breach of this Section 10. Agency acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Contractor and are reasonable in scope and content.

11. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.

11.1. Contractor's General Representations and Warranties. Contractor represents and warrants to Agency that:

- 11.1.1. Contractor has the power and authority to enter into and perform this Contract.
- 11.1.2. This Contract, when executed and delivered, will be a valid and binding obligation of Contractor enforceable according to its terms.
- 11.1.3. 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.
- 11.1.4. 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 Solution or other Services will not violate any such law, ordinance, regulation, or order.
- 11.1.5. Contractor's performance under this Contract to the best of Contractor's knowledge creates no potential or actual conflict of interest, as defined by ORS 244, for either Contractor or any Contractor personnel or Key Persons that will perform Services under this Contract and creates no other violation of ORS Chapter 244 for Contractor, its agents, or contractors.
- 11.1.6. The Certification Statement For Independent Contractor in the form attached hereto as Exhibit D, is true and accurate as of the Effective Date, and Contractor will notify Agency in writing if the information or certification changes during the term of this Contract such that the attached Exhibit D is no longer true and accurate.
- 11.1.7. To the best of Contractor's knowledge, after due inquiry, for a period of no fewer than six (6) calendar years preceding the Effective Date, faithfully has complied with:
 - 11.1.7. All tax laws of State, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - 11.1.7. Any tax provisions imposed by a political subdivision of State that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
 - 11.1.7. Any tax provisions imposed by a political subdivision of State that applied or apply to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

11.1.7. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

11.1.8. Contractor has no undisclosed liquidated and delinquent debt owed to State or any department or agency of State.

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

11.2.1. 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 Services that Contractor is providing to Agency pursuant to this Contract.

11.2.2. Commencing at Final Acceptance, the Solution will materially conform to their Acceptance Criteria and any Documentation provided by Contractor and are free from error or Defect that materially impairs their use, and be free from material defects in materials, workmanship, or design.

11.2.3. Contractor shall comply with the standards established by the Project Management Institute (PMI) as described in the Project Management Body of Knowledge (PMBOK), current edition, the Software Engineering Institute supplemented by standards set forth in ISO 12207, as well as standards established by DAS for quality assurance services.

11.2.4. Contractor shall comply with the applicable requirements set forth in DAS Oregon Statewide IT and Information Security Policies, found at <http://www.oregon.gov/DAS/op/Pages/policies.aspx>, as those policies are amended from time to time. In the event of a DAS IT Policy amendment that impacts the Services, the required change will be managed according to the Change Control process in Section 7.1 of this Contract.

11.2.5. Except as otherwise provided in this Contract, Contractor shall transfer all Deliverables 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.

11.2.6. 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 Deliverables to Contractor or Agency and no third party has any right, title or interest in any Deliverables supplied to Agency under this Contract.

11.2.7. Contractor 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 that at minimum

complies with the requirements of the Oregon Consumer Information Protection Act (ORS 646A.600 et. seq.) 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.

11.2.8. The Solution are free of what are commonly defined as viruses, backdoors, worms, spyware, malware, and other malicious code that hampers performance of the software, unlawfully collects information on users, or prevent the software from performing as required under the terms and conditions of this Contract. Notwithstanding the foregoing, this representation and warranty does not include a disabling device that limits, suspends, or ends use of the Solution expressly permitted by the terms and conditions by the license under which it was provided.

11.2.9. Contractor shall comply with FERPA.

11.3. 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 Agency's use of the Solution will be uninterrupted or error free.

11.4. The warranties stated above will not apply to the extent that there has been misuse (including, but not limited to, any use of the Solution capacity or capability, other than that authorized by Contractor in writing), accident, modification, unsuitable physical or operating environment, operation in other than the specified operating environment, improper maintenance by Agency or a third party, or failure or damage caused by a product or a third party for which Contractor is not responsible.

12. INDEMNITIES.

12.1. 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 of any nature whatsoever, including personal injury, death, damage to real property and damage to tangible or intangible 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, including: (i) any claim that Contractor, a subcontractor, or Contractor's staff or a subcontractor's staff are employees of State or Agency for any reason, and (ii) any claim against State or Agency, which, if true, would constitute a breach by Contractor of any of the representations, warranties, or covenants set forth in this Contract. Without limiting the generality of the foregoing, Contractor will 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.

12.2. IP Indemnity. In addition to and without limiting the generality of Section 12.1, 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, statutory penalties, costs and expenses of any nature whatsoever resulting from, arising out of or relating to any claims that the Deliverables, 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 one or more Deliverables or the Services infringe a third party's Intellectual Property Rights, Contractor may upon receipt of Agency's prior written consent, which Agency will 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 Deliverable(s) and Services continue to function in material conformance with their specifications and meet their Acceptance Criteria. Contractor's failure or inability to accomplish any of the foregoing will be deemed a material breach of this Contract, and State may pursue any rights and remedies available to it under this Contract, including termination. Contractor will not be liable under this Section 12.2 for any claim for infringement based solely on the following:

- 12.2.1. Agency's modification of the Deliverables or the Services other than as contemplated by this Contract, a Deliverable, the Requirements or Services specifications, or as otherwise authorized by Contractor in writing;
- 12.2.2. Use of the Deliverables or the Services in a manner other than as contemplated in this Contract, a Deliverable, Requirements or Services specifications, or as otherwise authorized by Contractor in writing; or
- 12.2.3. Use of the Deliverables or the Services in combination, operation, or use of with other products other than as contemplated by this Contract, a Deliverable, the Requirements or Services specifications, or as otherwise authorized by Contractor in writing.

12.3. Control of Defense and Settlement. Contractor's obligation to indemnify State as set forth in Sections 12.1 and 12.2 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 will have control of the defense and settlement of any claim that is subject to Section 12.1 or Section 12.2; however, neither Contractor nor any attorney engaged by Contractor will defend the claim in the name of the State of Oregon or any agency of State, 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 will Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. State, at its election and expense, assume its own defense and settlement in the event that State 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.

12.4. 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 or intangible personal property of State 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

12.5. Data and Network Services. Except to the extent that a claim or loss results from the negligent, reckless or intentional acts or omissions of Agency, Contractor shall assume liability for all claims or losses related to Agency Data loss or breach of security caused directly or indirectly by or resulting from the Services or Services provided by Contractor.

12.6. Insurance. Contractor shall provide insurance as required by Exhibit C.

13. LIMITATION OF LIABILITY.

13.1. EXCEPT FOR LIABILITY ARISING OUT OF OR RELATED TO (i) SECTION 12.1, GENERAL INDEMNITY, (ii) SECTION 12.2, IP INDEMNITY, (iii) SECTION 12.5, DATA AND NETWORK SERVICES, (iv) SECTION 9, CONTRACTOR'S DUTIES OF CONFIDENTIALITY AND NON-DISCLOSURE, (v) SERVICE CREDITS OR LIQUIDATED DAMAGES ASSESSED UNDER THIS CONTRACT, OR (vi) CLAIMS FOR PERSONAL INJURY, INCLUDING DEATH, OR DAMAGE TO REAL PROPERTY OR TANGIBLE OR INTANGIBLE 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 IS BE LIMITED TO ONE AND ONE HALF TIMES THE MAXIMUM NOT TO EXCEED COMPENSATION UNDER THIS CONTRACT.

13.2. EXCEPT FOR LIABILITY TO THIRD PERSONS ARISING OUT OF OR RELATED TO (i) SECTION 12.1, GENERAL INDEMNITY, (ii) SECTION 12.2, IP INDEMNITY, (iii) SECTION 12.5, DATA AND NETWORK SERVICES, (iv) SECTION 9, CONTRACTOR'S DUTIES OF CONFIDENTIALITY AND NON-DISCLOSURE, OR (v) CLAIMS FOR PERSONAL INJURY, INCLUDING DEATH, OR DAMAGE TO REAL PROPERTY OR TANGIBLE OR INTANGIBLE PERSONAL PROPERTY ARISING FROM THE NEGLIGENCE, RECKLESS CONDUCT OR INTENTIONAL ACTS OF CONTRACTOR, ITS OFFICERS, EMPLOYEES OR AGENTS NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOST SAVINGS, OR PUNITIVE, INDIRECT, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES.

14. EVENTS OF DEFAULT.

14.1. Default by Contractor. Contractor will be in default under this Contract if:

14.1.1. Contractor institutes or has instituted against its insolvency, receivership or bankruptcy proceedings which are not dismissed within sixty (60) Calendar Days of

their commencement, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

14.1.2. Contractor no longer holds a license or certificate that is required for Contractor to provide the Solution or to otherwise 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

14.1.3. Contractor commits any material breach of any covenant, warranty, obligation or certification under this Contract, fails to provide the Solution or 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; or

14.1.4. Contractor has liquidated and delinquent debt owed to State or any department or agency of State.

14.2. Default by Agency. Agency will be in default under this Contract if:

14.2.1. 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

14.2.2. 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.

15. REMEDIES.

15.1. Agency's Remedies. In the event Contractor is in default under Section 14.1, 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:

15.1.1. Requiring Contractor to stop work under Section 17;

15.1.2. Termination under Section 16.2;

15.1.3. Withholding or offsetting payment for erroneous invoices for the Solution or other Services that Contractor is obligated but has failed to perform in accordance with this Contract, including warranties in Section 11;

15.1.4. With respect to Services, and Software for which Agency has paid before Final Acceptance of the Implementation, rejecting the Services and Deliverables, and returning the Software to Contractor for which Agency has paid, in exchange for a

return of all moneys previously paid for such Deliverables, Services, and Software, and initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief;

15.1.5. Assessment of damages and liquidated damages as a result of Contractor's failure to provide the Services or Deliverables as and when required by a Statement of Work, or as a result of Contractor's failure to meet the performance standards and Service Level Agreements specified in Exhibit B. If Agency recovers actual damages in addition to service credits or liquidated damages, Agency will reduce such actual damages by the amounts received as service credits or liquidated damages for the same event(s) causing the actual damages.

15.1.6. Exercise its right of setoff;

15.1.7. Undertake collection by administrative offset, or garnishment if applicable, of all monies due for Services and Deliverables to recover liquidated and delinquent debt owed to State or any department or agency of State. Offsets or garnishment may be initiated after Contractor has been given notice if required by law; and

15.1.8. Pursue the tax compliance remedies described in Section 18.

15.2. Agency Remedies for Repetitive Service Level Agreement Failures. Notwithstanding the right of Agency to receive service credits and to assess liquidated damages, Agency will have the right to pursue remedies for breach of contract if Contractor commits a material breach of the performance standards set forth in this Contract, including a Statement of Work, and the Service Level Agreements in Exhibit B. A material breach of performance standards includes repeated or excessive failures to meet any individual or combination of performance standards or Service Level Agreements. A cure period is not required in the event of repeated or excessive failure to meet performance standards or a Service Level Agreement.

15.3. Tax Compliance Remedies. The Oregon Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to State or a political subdivision, including (i) garnishing Contractor's compensation under this Contract or (ii) exercising a right of setoff against Contractor's compensation under this Contract for any amounts that may be due and unpaid to State or its political subdivisions for which the Department of Revenue collects debts.

15.4. 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 14.1, the rights and obligations of the parties will be the same as if this Contract was terminated pursuant to Section 16.1.

15.5. Contractor's Remedies. In the event Agency terminates this Contract as set forth in Section 16.1, or in the event Agency is in default under Section 14.2 and whether or not Contractor elects to exercise its right to terminate the Contract under Section 16.3, Contractor's sole monetary remedy will be a claim for (i) any unpaid invoices for

Subscription Service Fees or for Deliverables completed, delivered and Accepted; and, (ii) for partial months, the prorated number of days Contractor provided Solution during the month; and (iii) for incomplete Deliverables an amount calculated by determining the percentage of Services completed for each unpaid Deliverable and applying that percentage to the fixed price for the Deliverable as set forth in the applicable Statement of Work and any authorized expenses incurred. If previous amounts paid to Contractor exceed the amount due to Contractor under this section, Contractor shall pay any excess to Agency upon written demand.

16. TERMINATION.

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

16.1.1. HECC may terminate this Contract upon at least thirty (30) Calendar Days' prior written notice to Contractor.

16.1.2. HECC 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.

16.1.3. HECC 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.

16.1.4. HECC may terminate this Contract if Agency does not receive authorization from EIS to continue the Services, or EIS authorization is withdrawn or modified in a way that performance of the Services under this Contract is prohibited or no longer in the best interest of State.

16.2. State's Right to Terminate for Cause. In addition to any other rights and remedies State may have under this Contract, State may terminate this Contract, in whole or in part, immediately upon written notice to Contractor of Contractor's default under Section 14.1.

16.3. Contractor's Right to Terminate for Cause. Contractor may terminate this Contract upon Agency's default under Section 14.2.

16.4. Mutual Termination. The parties may agree to terminate this Contract upon at least thirty (30) Calendar Days' prior written agreement.

16.5. Extension of Termination Date. In addition to State's right to extend the term of the Contract, State may extend the effective period of the Contract one or more times as it elects in its discretion, provided that the total of all such extensions does not exceed 180 (one hundred eighty) Calendar Days following the termination date in place immediately prior to the initial extension under this section. State will provide notice of an extension under this section to Contractor within thirty (30) Calendar Days of the then-scheduled Contract termination date.

16.6. Disposition and Return of Property. Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to Agency all of Agency's property, which includes Agency's Confidential Information and any Deliverables for which Agency has made payment in whole or in part, that are in the possession or under the control of Contractor in a format that is acceptable to Agency. Contractor shall also comply with the applicable provisions of Exhibit K with respect to Agency Data.

16.6.1. Any Deliverable returned or delivered to Agency pursuant to this section may be provided without the warranties set forth in Section 11.2 unless the Deliverable is Accepted.

16.6.2. Contractor shall maintain protections required by law or this Contract for any retained Agency property for so long as Contractor (including through any subcontractor) retains the property.

17. STOP-WORK ORDER. Agency may, at any time, by written notice to Contractor, require Contractor to stop all or any part of the Services required by this Contract for a period of up to ninety (90) Calendar Days after the date of the notice, or for any further period to which the parties may agree. Upon receipt of the notice, Contractor shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the Stop Work Order notice. Within a period of ninety (90) Calendar Days after issuance of the written notice, or within any extension of that period to which the parties have agreed, Agency will either:

17.1.1. Cancel or modify the Stop Work Order by a supplementary written notice; or

17.1.2. Terminate the work under Section 16.1, 16.2, or 16.4, Termination.

17.1.3. If the Stop Work Order is canceled or Agency issues a notice directing Contractor to resume Services, Agency may, after receiving and evaluating a request from Contractor, make an adjustment in the time required to complete the Services by a duly executed amendment, inclusive of any ramp-up time required to for Contractor to resume Services. Any such Contractor request must be in the form of a Change Request under Section 7.1 and must be received by Agency within 10 (ten) Business Days of Agency's notice canceling the Stop Work Order or directing Contractor to resume Services.

18. COMPLIANCE WITH APPLICABLE LAW.

18.1. Compliance with Law Generally. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to Contractor and the Contract including Exhibit I, Federal Terms and Conditions. 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 by the American Recovery and

Reinvestment Act of 2009 (ARRA); (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. Agency's performance under the Contract is conditioned upon Contractor's compliance with the obligations of contractors under ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein.

18.2. Oregon False Claims Act. Contractor acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Contractor pertaining to this Contract, including the procurement process relating to this Contract, which constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Contract, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Contract. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Contractor. Contractor understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to State or Agency under this Contract or any other provision of law.

18.3. Tax Compliance. Contractor certifies that it has complied with the tax laws of State and the applicable tax laws of any political subdivision of State. Contractor shall, throughout the duration of this Contract and any extensions, comply with all tax laws of State and all applicable tax laws of any political subdivision of State. For the purposes of this section, "tax laws" includes: (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

18.3.1. Any failure to comply with the provisions of this subsection 18.3 constitutes a material breach of this Contract. Further, any failure to comply with Contractor's warranty in Section 11.1.8 also constitutes a material breach of this Contract. Any failure to comply entitles Agency to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- 18.3.1. Termination of this Contract, in whole or in part;
- 18.3.1. Exercise of the right of setoff, or garnishment as applicable, and withholding of amounts otherwise due and owing to Contractor, without penalty; and
- 18.3.1. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. Agency may recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental, and consequential damages, costs of cure, and costs incurred in securing replacement Services and applications.

18.3.2. This Contract will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing Contractor's compensation under this Contract or (ii) exercising a right of setoff against Contractor's compensation under this Contract for any amounts that may be due and unpaid to State or its political subdivisions for which the Department of Revenue collects debts.

18.4. Changes in Law Affecting Performance. Each party will immediately provide notice to the other of any change in law, or any other legal development, which may significantly affect its ability to perform its obligations in accordance with the provisions of this Contract. Each party shall monitor changes in federal and state laws, ordinances, and regulations applicable to its performance hereunder, and will be deemed aware of such changes within thirty (30) Calendar Days of the enactment of any such change.

18.5. Contractor certifies, following a reasonable inquiry for purposes of this representation, that Contractor does not use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, that are prohibited under Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Public Law 115-232 (hereinafter, the NDAA), regardless of whether such use is in Contractor's performance under this Contract.

19. DISPUTE RESOLUTION.

19.1. 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 must 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 must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR BY EXECUTION OF THIS CONTRACT HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF THESE COURTS, WAIVES ANY OBJECTION TO VENUE IN THESE COURTS, AND WAIVES ANY CLAIM THAT THESE COURTS ARE INCONVENIENT FORUMS. In no way may this section or any other term of this Contract be construed as (i) a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity,

governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, or (ii) consent by the State of Oregon to the jurisdiction of any court.

19.2. Governing Law. This Contract is governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

19.3. ORDER OF PRECEDENCE. This Contract consists of the following documents that are listed in descending order of precedence:

The terms and conditions of this Contract, less its exhibits;

Exhibit I, Federal Terms and Conditions;

Exhibit K, Security and Hosting Requirements; K-1 Statewide Information Security Standards Spreadsheet

Exhibit J, Solution Requirements;

Exhibit B, Service Level Agreements;

Exhibit A, Statement of Work, including its subparts and any attachments;

Exhibit C, Insurance;

Exhibit G, Contractor's Subscription Terms, and Exhibit H, License for Third Party Intellectual Property;

Exhibit L, Payment Schedule;

Exhibit D, Certification Statement for Independent Contractor;

Exhibit E, Contractor's Personnel / Authorized Representative; and

Exhibit F, Agency's Personnel / Authorized Representative.

19.4. The aforementioned exhibits are by this reference incorporated into this Contract. To the extent provisions contained in more than one of the foregoing documents apply in any given situation, the parties agree: (i) to read such provisions together whenever possible to avoid conflict, and (ii) to apply the foregoing order of precedence only in the event of an irreconcilable conflict.

20. RECYCLING. To the maximum extent economically feasible in the performance of the Contract Contractor shall use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

21. RECORDS MAINTENANCE AND ACCESS. Contractor shall maintain all financial records and other records relating to the Services and its performance under this Contract in in such a manner as to clearly document Contractor's performance. Financial records must be kept in accordance with generally accepted accounting principles. Contractor acknowledges and agrees that Agency, the Oregon Secretary of State, the federal government, and their duly authorized representatives will have reasonable access, at their own cost and expense and only following reasonable notice to Contractor, to such records, in paper or electronic form,

and to related systems components and tools (including hardware and software), to perform examinations and audits and make excerpts and transcripts, including system forensics. Contractor shall retain and keep accessible all such records for a minimum of six (6) 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.

- 22. SURVIVAL.** All rights and obligations cease upon termination or expiration of this Contract, except for the rights and obligations and declarations which expressly or by their nature survive termination of this Contract, including without limitation this Section 22, and provisions regarding Contract definitions, warranties and liabilities, independent Contractor status and taxes and withholding, maximum compensation, ownership and license of intellectual property and Deliverables, Contractor's confidentiality and non-disclosure, Contractor's representations and warranties, control of defense and settlement, remedies, return of Agency property, dispute resolution, order of precedence, maintenance and access to records, notices, severability, successors and assigns, third party beneficiaries, waiver, headings, and integration.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence under this Contract for critical path Deliverables and all Milestones identified in the Statement of Work or the Accepted Project Management Plan and Schedule.
- 24. FORCE MAJEURE.** Neither Agency nor Contractor will be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay is wholly or principally caused by unforeseen acts or events beyond its reasonable control, including acts of God, acts of civil or military authority, fires, floods, earthquakes or other natural disasters, war, riots, or strikes. Both parties will make all reasonable efforts to remove or eliminate such a cause of delay or default and upon the cessation of the cause diligently pursue performance of their respective obligations under this Contract. This provision does not excuse Contractor's performance of its Disaster Recovery obligations.
- 24.1.** If a force majeure event causes Contractor to allocate limited resources among its customers, Contractor will not prioritize other customers over Agency. Contractor shall not reassign Key Persons to other customers during a force majeure event without Agency's advance consent. Contractor must demonstrate it has made reasonable efforts to perform, and that the delay or inability to perform is not due to its failure to protect itself against events or circumstances of the same type as the force majeure event, or its failure to develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as the claimed force majeure event. Contractor shall make all good faith efforts to eliminate the cause of any such delay, and upon the cessation of such cause resume performance of its obligations with all reasonable diligence.
- 24.2.** Notwithstanding Section 24.1, the State may terminate this Contract under Section 16.1 after determining any delay associated with a claim of force majeure by either party will

reasonably prevent successful performance under this Contract within a timeframe acceptable to the State.

- 25. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder must be given in writing 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.
- 25.1.** Any communication or notice delivered by United States Postal Service, first class mail postage prepaid, will be deemed given five (5) Calendar Days after mailing.
- 25.2.** Any communication or notice delivered by facsimile will be deemed 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.
- 25.3.** Any communication or notice delivered by email will be deemed given when the recipient responds with a receipt, which may be auto generated. To be effective against Agency, such email transmission must be confirmed by telephone notice to the Agency Authorized Representative.
- 25.4.** Any communication or notice by personal delivery will be deemed given when actually received by the appropriate Authorized Representative.
- 26. 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 will not be affected, and the rights and obligations of the parties will be construed and enforced as if this Contract did not contain the particular term or provision held to be invalid.
- 27. COUNTERPARTS.** This Contract may be executed in several counterparts, all of which when taken together constitute one contract binding on the parties, notwithstanding that the parties are not signatories to the same counterpart. Each copy of this Contract so executed constitutes an original.
- 28. SUBCONTRACTS AND ASSIGNMENT.** Contractor shall not enter into any subcontracts for any of the Solution or Services required by this Contract or assign or transfer any of its interest in this Contract without State's prior written consent, which will not unreasonably withheld. Consent to a subcontract or assignment does not relieve Contractor of any of its duties or obligations under this Contract.
- 28.1.** Any proposed use of a subcontractor which is located outside the United States must be called to the specific attention of State. All Solution must be provided by, and all Services must be performed by staff physically located within the United States or its territories.
- 28.2.** The assignment of this Contract in whole or in part to a successor organization by merger or acquisition does not require the consent of the other. Contractor is also permitted to assign its rights to payments without obtaining State's consent.

- 29. SUCCESSORS AND ASSIGNS.** The provisions of this Contract are binding upon and inure to the benefit of the parties to this Contract and their respective successors and permitted assigns, if any.
- 30. INTENDED BENEFICIARIES.** The State of Oregon 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 may 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.
- 31. 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 will not constitute a waiver by the party of that or any other provision nor will it be deemed to be a waiver of any subsequent violation or nonperformance. No waiver, consent, modification, or change of terms of this Contract will bind either party unless in writing and signed by both parties and, with respect to Agency's waiver or consent, all necessary State approvals have been obtained. Such waiver, consent, modification, or change, if made, will be effective only in the specific instance and for the specific purpose given.
- 32. HEADINGS.** The headings in this Contract are included only for convenience and do not control or affect the meaning or construction of this Contract.
- 33. INTEGRATION.** This Contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract.
- 34. CERTIFICATION:** The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury to the best of the individual's knowledge that:
- 34.1.** 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;
- 34.2.** The individual signing on behalf of Contractor is authorized to act on Contractor's behalf, has authority and knowledge regarding Contractor's payment of taxes, and to the best of the signatory's knowledge, Contractor is not in violation of any Oregon tax laws, including, without limitation: i) those included in ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and local taxes administered by the Department of Revenue; ; (ii) Any tax provisions imposed by a political subdivision of this state that apply to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of this state that apply to Contractor, or to goods, services, or property,

whether tangible or intangible, provided by Contractor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions;

34.3. Contractor is an independent contractor as defined in ORS 670.600; and

34.4. The supplied Contractor tax identification numbers below are true and accurate.

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 BEFORE NECESSARY STATE APPROVALS.

[CONTRACTOR], Contractor:

Signature: _____ Date: _____

Printed Name, Title: _____

Federal Tax ID: _____ Oregon Tax ID: _____

HIGHER EDUCATION COORDINATING COMMISSION:

Signature: _____ Date: _____

Printed Name, Title: _____

DEPARTMENT OF ADMINISTRATIVE SERVICES, PROCUREMENT SERVICES:

Signature: _____ Date: _____

Printed Name, Title: _____

LEGAL SUFFICIENCY APPROVAL:

Signature: _____ Date: _____
Matter: _____

EXHIBIT A
STATEMENT OF WORK

The Statement of Work will be negotiated with the successful Proposer, and will reflect all required elements for the Services, agreed-upon Tasks and Deliverables, and the agreed-upon Services configuration and implementation methodology.

EXHIBIT B
SERVICE LEVEL AGREEMENTS

Contractor shall, at all times, comply with all operational performance requirements and expectations specified in the Contract, including all Services Requirements. Contractor warrants that the Solution will meet all Requirements, and all federal agency requirements.

35. OVERVIEW

- 35.1. Assessment of Damages.** The parties agree that Contractor's failure to meet the performance metrics in Exhibit A and the Service Level Agreements stated in this Exhibit B will result in damage to Agency. Where actual damage will be difficult to determine, Contractor shall provide service credits or pay to State, not as a penalty but as liquidated damages, the amounts specified in this Exhibit B.
- 35.2.** For liquidated damages, the amounts stated for each occurrence of each performance failure define the maximum liquidated damages due from Contractor. Liquidated damages claimed will be adjusted downward to eliminate any proportion of the damage caused by Agency's failure to meet its contractual responsibility.
- 35.3.** The damage remedies stated in this Exhibit B are in addition to any other remedy for damages provided in the Contract. If Agency recovers actual damages in addition to liquidated damages, Agency will reduce such actual damages by the amounts received as liquidated damages for the same events causing the actual damages.
- 35.4. Cure Period.** For performance requirements subject to a cure period, the Agency Project Manager will provide written notification of each failure to meet a performance requirement. Unless otherwise specified, Contractor will have five (5) Business Days, from the date of receipt of the written notification to perform to specifications to cure the failure. State may approve additional days at its discretion.
- 35.5.** In the event of Contractor's failure to meet a performance metric or Service Level Agreement in either Exhibit A or Exhibit B, Agency may at its option:
- 35.5.1. Assess and withhold from payments due Contractor under this Contract the amounts due for any damages or liquidated damages specified in this Exhibit B; or
 - 35.5.2. Make immediate demand on Contractor for payment of the damages and liquidated damages specified in this Exhibit B; or
 - 35.5.3. After Final Acceptance, accept a credit for change order services in lieu of assessing liquidated damages or damages. Unless otherwise specified, the credit will be equal to the value of the liquidated damages.
- 35.6. Notice.** Agency will provide written notification of the intent to assess damages agreed upon in this Exhibit B ten (10) Calendar Days prior to assessment. The Agency Project Manager will notify Contractor, in writing, of any claim for damages or liquidated

damages pursuant to this provision at least fifteen (15) Calendar Days prior to the date Agency deducts such sums from money payable to Contractor.

- 35.7. Payment.** Amounts due Agency from assessment of damages or liquidated damages are due within 30 (thirty) Calendar Days of demand by Agency unless Agency has exercised its option to deduct or accept as credit the amounts due from any money payable to Contractor pursuant to this Contract.
- 35.8.** Agency may, at its sole discretion, return a portion of collected damages as an incentive payment to Contractor for prompt and lasting correction of performance deficiencies.

36. MONITORING AND REPORTING

- 36.1. Monitoring and Audit by Agency.** All performance metrics and Service Level Agreements described in this Contract are subject to monitoring and audit by Agency. Agency reserves the right to monitor performance or audit records at any time and may exercise such option, at its discretion, without notice. Agency must be able to access such information online and in real-time, where feasible, at any time during the term of this Contract.
- 36.2.** Contractor shall provide tools and access in order for Agency to complete monitoring and audit activities. If Contractor fails to provide tools or access within five (5) Business Days of Agency request, Contractor will be deemed to have missed all unmonitored and unaudited performance metrics and Service Level Agreements for the month in which the failure to provide tools or access occurred.
- 36.3.** Contractor shall measure and report upon its performance against the performance metrics and Service Level Agreements as of the Effective Date, unless a different date for a specific metric is stated in the Contract or approved in writing by the Agency Authorized Representative. Contractor shall provide and implement measuring tools to measure and report upon each performance metric and Service Level Agreement on a monthly basis. These reports must show at least performance for the period being reported and trends over time.
- 36.4.** Contractor shall provide reports on its performance either as part of the periodic status reports required under specific Tasks or, if no status report is required or Agency approves in writing, under separate cover on a schedule and in a form approved by Agency.
- 36.5.** When Contractor is required to submit periodic status reports, and no reporting schedule is otherwise set in the applicable Statement of Work or approved in writing by Agency, Contractor shall provide (i) a set of hard and a set of electronic reports on or before the tenth (10th) Business Day of the month following the month in which performance is measured, and (ii) identification of any damages payable to Agency for failure to meet a performance metric or Service Level Agreement.
- 36.5.1. If Contractor fails to report on its actual performance by the fifteenth (15th) Business Day of the month in which the report is due, Contractor will be deemed to have missed all unreported metrics and service levels for the month.

37. MODIFICATIONS TO SERVICE LEVEL AGREEMENTS

37.1. Agency and Contractor may add or modify performance metrics and Service Level Agreements in accordance with the Change Control process in Section 7.1 of this Contract. The parties agree that:

37.1.1. Changes to service levels will be established based on current performance (at least three (3) months of service metrics) and business requirements, and

37.1.2. Additional requirements may be added based on business requirements.

37.2. Notice; Limit. Agency will send written notice to Contractor at least thirty (30) Calendar Days prior to the date that a modification to a performance metric or a Service Level Agreement is to be effective unless a shorter time frame is agreed upon by Contractor. Agency may send such a notice (which notice may contain multiple changes) not more than once every ninety (90) Calendar Days.

37.3. Notwithstanding the foregoing, Agency may delete service levels at any time during the Term by sending written notice to Contractor.

38. SUPPORT SERVICES/HELP DESK SERVICES

Contractor shall deliver Support Services to Agency between operating hour of 7:00am and 6:00pm Pacific Time, Monday through Friday excluding State holidays.

Contractor Support services include:

38.1.1. Tier 1 Support. Help Desk Services are Tier 1 of the Support Services and include basic Solution support to Agency. Contractor shall provide Tier 1 support for Agency. Contractor shall provide technical assistance for the Agency Tier 1 Help Desk for issues that cannot be resolved by Agency at Tier 1. While this tier doesn't have direct end user interaction, it is the primary point of support for Agency Help Desk Services and will operate in accordance with the SLAs.

38.1.2. Tier 2 Support. Provides more complex user support and is usually an escalation from Level 1 Support. Issues escalated from Tier 1 are to be triaged and analyzed, and issue resolution will be communicated back to Tier 1 or escalated to Tier 3 through the ticketing system. Tier 2 is owned by Contractor and is staffed by its application analysts.

38.1.3. Tier 3 Support. Provides yet more complex user support and is an escalation from Level 2 Support. Includes resolution of data processing errors, Subscription Service, and platform availability issues etc. Contractor shall provide technical resolution of issues as part of Tier 3 Support. Tier 3 is owned by Contractor and is comprised of technical staff from Contractor and its partners.

38.2. Trouble Ticket Management System. Contractor shall provide a trouble ticket management system as part of Support Services. Both Agency and Contractor will utilize Contractor's trouble ticket management system for tracking Support Services issues.

39. SERVICE LEVEL AGREEMENTS

Contractor shall deliver Solution in accordance with the Service Level Agreements in this Section 6 beginning with Final Acceptance.

39.1. AVAILABILITY AND SOLUTION RESPONSE SERVICE LEVELS

#	SLA Name	Performance Requirement	Period of Measurement	Liquidated Damages
1	Solution Availability	<p>Solution must be available 24 hours a day, 7 days a week, excluding pre-approved downtime for maintenance (99.85%). If Solution will be unavailable during approved maintenance outage time periods, a notification at user log-on must specify why the Services are down, and when it is expected to be operational.</p> <ol style="list-style-type: none"> 1. Forty-eight (48) hours advanced written notice of scheduled downtime must be provided to Agency. 2. Scheduled downtime must not interfere with Agency business and audit hours. 3. Scheduled downtime must be between 1:00am and 4:00am Monday-Sunday (Pacific Time) unless approved in advance by Agency. <p>Help Desk Services must be available to Agency during the operating hours of 7:00am and 6:00pm Pacific Time, Monday through Friday excluding State holidays.</p>	Monthly	Failure to meet the Service Level will result in a payment or credit to Agency equal to 5% of the monthly O&M cost
2	Response Time (Screen Edit)	Response for screen editing will not exceed 3 seconds for 95% of transactions and will have a monthly medial response time of less than or equal to 2.5 seconds.	Monthly	Failure to meet the Service Level will result in a payment or credit to Agency equal to 5% of the monthly O&M cost

3	Response Time (Next Screen Page Time)	Response time for request of a new screen will not exceed 3 seconds for 95% of transactions and will have a monthly median response time of less than or equal to 2.5 seconds.	Monthly	Failure to meet the Service Level will result in a payment or credit to Agency equal to 5% of the monthly O&M cost
4	Response Time (Search/Retrieval)	Search command will not exceed 3 seconds for at least 95% of searches and retrievals and will have a monthly median response time of less than or equal to 2.5 seconds.	Monthly	Failure to meet the Service Level will result in a payment or credit to Agency equal to 5% of the monthly O&M cost and 10% of the monthly O&M cost during the Open Application Period

39.2. INCIDENT MANAGEMENT SERVICE LEVELS

Each Incident shall be assigned a Level (the “Level” of the Incident) by the Agency based on the severity of the Incident and the effect of the Incident on the Solution, Services, and affected End User(s). The initial Level for each Incident shall be as specified based on existing criteria for Defects as defined in the Contract. It is expected that some Incidents identified will not be considered a Defect but may still require resolution.

Response refers to Contractor notifying the Agency that it has received notice from the Agency regarding the Incident. Contractor shall then assess the Incident Ticket and assign the person or team best suited to correct or resolve the Ticket.

SLA #	Incident Level	Response Time	Service Level Requirement	Period of Measurement	Service Credit
5	Level 1 (Critical)	Within 30 minutes of incident submission during operating hours	98% of requests made in the month being reported	Monthly	Failure to meet the Service Level will result in a payment or credit to Agency equal to 5% of the Monthly O&M Cost.
6	Level 2 (High)	Within 2 hours of incident submission during operating hours	98% of requests made in the month being reported	Monthly	Failure to meet the Service Level will result in a payment or credit to Agency equal to 5% of the Monthly O&M Cost.
7	Level 3 (Medium)	Within 4 hours of incident submission during operating hours	95% of requests made in the month being reported	Monthly	Failure to meet the Service Level will result in a payment or credit to Agency equal to 4% of the Monthly O&M Cost.
8	Level 4 (Low)	Within 24 hours of incident submission during operating hours	93% of request made in the month being reported	Monthly	Not Applicable
9					

SLA #	Defect Level	Resolution Time	Service Level Requirement	Period of Measurement	Service Credit
10	Level 1	2 hours after Response or as agreed upon by the parties	100% of requests made in the month being reported	Monthly	Failure to meet the service level will result in a payment or credit to Agency equal to 10% of the Monthly O&M Cost
11	Level 2	4 hours after Response or as agreed upon by the parties	98% of requests made in the month being reported	Monthly	Failure to meet the service level will result in a payment or credit to the Agency equal to 5% of the Monthly O&M Cost
12	Level 3	16 hours after Response or as agreed upon by the parties	98% of requests made in the month being reported	Monthly	Failure to meet the service level will result in a payment or credit to the Agency equal to 5% of the Monthly O&M Cost
13	Level 4	24 hours after Response or as agreed upon by the parties	95% of requests made in the month being reported	Monthly	Failure to meet the service level will result in a payment or credit to the Agency equal to 4% of the Monthly O&M Cost
14	Level 5	72 hours after Response or as agreed upon by the parties	93% of requests made in the month being reported	Monthly	Not Applicable

EXHIBIT C INSURANCE

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit C 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 as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage must be primary and non-contributory with any other insurance and self-insurance. Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

1. INSURANCE REQUIRED.

1.1 Workers' Compensation & Employers' Liability.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and 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. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and require and ensure that each of its out-of-state subcontractors complies with these requirements.

1.2 Professional Liability.

Contractor shall provide Technology Errors & Omissions insurance in an amount of not less than **\$2,000,000** per claim covering Contractor's liability arising from acts, errors or omissions in rendering or failing to render computer or information technology services, including the failure of technology products to perform the intended function or serve the intended purpose as set forth in this Contract. This insurance must include coverage for violation of intellectual property rights including trademark and software copyright, privacy liability, the failure of computer or network security to prevent a computer or network attack, misrepresentations, and unauthorized access or use of computer system or networks. This insurance must also include coverage for unauthorized disclosure, access or use of Agency Data (which may include, but is not limited to, Personally Identifiable Information ("PII"), Payment Card Data and Protected Health Information ("PHI")) in any format. Coverage must extend to Business Associates (if applicable) and independent contractors providing Services on behalf of or at the direction of Contractor.

1.3 Commercial General Liability.

Contractor shall provide Commercial General Liability Insurance covering bodily injury, and property damage in a form and with coverage that are satisfactory to the State. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage, in each case arising out of Contractor's negligence, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate.

2. EXCESS/UMBRELLA INSURANCE.

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

3. ADDITIONAL INSURED.

The Commercial General Liability, and Automobile Liability insurance required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations but only with respect to Contractor's activities under this Contract. The Additional Insured endorsement with respect to liability arising out of Contractor's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

4. CONTINUOUS CLAIMS MADE COVERAGE.

If any of the required liability insurance is on a claim made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Contract, for a minimum of 24 months following the later of:

- (i) Contractor's completion and Agency's acceptance of all Services required under the Contract, or
- (ii) Agency or Contractor termination of this Contract, or
- (iii) The expiration of all warranty periods provided under this Contract.

5. CERTIFICATE(S) AND PROOF OF INSURANCE.

Contractor shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any goods or performing any Services required under this Contract. The Certificate(s) must list the State of Oregon, its officers, employees, and agents as a Certificate holder and as an endorsed Additional Insured as specified in this exhibit. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

6. NOTICE OF CHANGE OR CANCELLATION.

Contractor or its insurer must endeavor to provide at least 30 (thirty) Calendar Days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

7. INSURANCE REQUIREMENT REVIEW.

Contractor agrees to periodic review of insurance requirements by Agency under this Contract and to meet updated requirements as agreed upon by Contractor and Agency.

EXHIBIT D

CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

Contractor certifies Contractor meets the following standards:

1. I am registered under ORS chapter 701 or other applicable Oregon statute 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 used for the business 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'S PERSONNEL

Subject to Section 4.1, Key Persons, Contractor may update this Exhibit E via written notice to Agency.

Authorized Representative:

Name and Title:

Phone:

Email:

Mailing Address:

Project Manager:

Name and Title:

Phone:

Email:

Mailing Address:

Services Manager:

Name and Title:

Phone:

Email:

Mailing Address:

EXHIBIT F
AGENCY PERSONNEL

Agency may update this Exhibit F via written notice to Contractor.

Authorized Representative:

Name and Title:

Phone:

Email:

Mailing Address:

Project Manager:

Name and Title:

Phone:

Email:

Mailing Address:

EXHIBIT G

CONTRACTOR'S SUBSCRIPTION TERMS

To Be Determined, no document at this time

EXHIBIT H

LICENSE FOR THIRD PARTY INTELLECTUAL PROPERTY

To Be Determined, no document at this time

EXHIBIT I
FEDERAL ASSURANCES

ASSURANCES AND CERTIFICATIONS

For purposes of this Exhibit A, “awarding agency” means the State of Oregon acting by and through the Higher Education Coordinating Commission and “Contract” means this Agreement, unless the context indicates otherwise. Both terms “Recipient” and Subgrantee are used herein Exhibit A and reference the same Subgrantee identified on page one of the Agreement.

In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, Agency has determined that:

Subgrantee is a sub-recipient Subgrantee is a contractor

By signing the Agreement, Recipient hereby certifies and assures that it will fully comply with the following, as applicable:

- A. Assurances - Non-Construction Programs (SF 424 B)**
- B. Certification Regarding Debarment and Suspension. (29 CFR Part 98)**
- C. Certification Regarding Lobbying (29 CFR Part 93)**
- D. Drug Free Workplace Certification (29 CFR Part 98)**
- E. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 38)**
- G. Other Assurances**

A. ASSURANCES - NON-CONSTRUCTION PROGRAMS. NOTE: Some of these Assurances may not be applicable to your project or program. If you have questions, please contact HECC.

As the duly authorized representative of Recipient, I certify that Recipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
 - d. the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age;
 - e. the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - f. the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - g. §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
 - i. any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - j. the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose

property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as superseded by 2 CFR 200, Subpart F.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from;
 - a. Engaging in severe forms of trafficking in persons during the period of time that the award is in effect,
 - b. Procuring a commercial sex act during the period of time that the award is in effect, or
 - c. Using forced labor in the performance of the award or subawards under the award.

B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS.

1. As required by Executive Order 12549, Debarment and Suspension, the prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (B) of this certification; and,
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal [or plan].

C. CERTIFICATION REGARDING LOBBYING - Certification for Contracts, Grants, Loans, and Cooperative Agreements.

As the duly authorized representative of Recipient, I certify that to the best of my knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member 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.
2. 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 undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned 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 shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction 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.

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.

Recipient certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. Recipient's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (1);
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the Contract, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the HECC in writing, within ten calendar days after receiving notice under subparagraph (4) (B) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number (s) of each affected Contract;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4) (b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health,

law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).
8. Recipient may insert in the space provided below the site(s) for the performance of work done in connection with the specific Contract:
9. Place of Performance (Street address, city, county, state, zip code):

Check () if there are workplaces on file that are not identified here.

E. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:

Note: This particular assurance (portions which are duplicated elsewhere in other assurances) is applicable to the extent that the program activities are conducted with Federal grant funding (See 29 CFR 38).

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant Recipient or participant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title IB financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
5. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant Recipient or participant also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant Recipient or participant's operation of the WIOA Title IB financially assisted program or activity, and to all agreements the grant Recipient or participant makes to carry out the WIOA Title IB financially assisted program or activity. The grant Recipient or participant understands that the United States has the right to seek judicial enforcement of this assurance.

F. CERTIFICATION U.S. DOL CONTRACT PROVISIONS AND RECORD RETENTION AND ACCESS REQUIREMENTS:

Recipient certifies that under this Agreement that it will comply with the following provisions, as required by Title 29 CFR Part 200.318-326 and Appendix II (Contract Provisions); and Part 200.333-337 (Retention and access requirements for records). Recipient further certifies that it will apply the following provisions of 29 CFR 200.326 and 200.333-337 to, and include them in, all subcontracts for which Recipient shall make payment, in whole or in part, with funds received under this Agreement:

§200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§200.325 Federal awarding agency or pass-through entity review.

- a. The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
- b. The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
 - i. The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
 - ii. The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
 - iii. The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
 - iv. The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - v. A proposed contract modification changes the scope of a contract or increases the contract

amount by more than the Simplified Acquisition Threshold.

- c. The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.
 - i. The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;
 - ii. The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.327 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- a. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- c. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- d. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than

the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- f. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- g. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- i. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will

not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- j. See §200.322 Procurement of recovered materials

2 CFR Part 200 Section 333-337 Record Retention and Access

If the record retention provisions in Section 32 of the Agreement require record retention for longer than required by 2 CFR §200.333, Section 32 governs.

§200.333 Retention requirements for records.

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- a. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- b. When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- c. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- d. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.
- e. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- f. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 - iii. If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
 - iv. If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes,

then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

§200.334 Requests for transfer of records.

The Federal awarding agency must request transfer of certain records to its custody from the non-Federal entity when it determines that the records possess long-term retention value. However, in order to avoid duplicate recordkeeping, the Federal awarding agency may make arrangements for the non-Federal entity to retain any records that are continuously needed for joint use.

§200.335 Methods for collection, transmission and storage of information.

In accordance with the May 2013 Executive Order on Making Open and Machine Readable the New Default for Government Information, the Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

§200.336 Access to records.

- a. Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
- b. Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.
- c. Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

§200.337 Restrictions on public access to records.

No Federal awarding agency may place restrictions on the non-Federal entity that limit public access to the records of the non-Federal entity pertinent to a Federal award, except for protected personally identifiable information (PII) or when the Federal awarding agency can demonstrate that such records will be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) or controlled unclassified information pursuant to Executive Order 13556 if the records had belonged to the Federal awarding agency. The Freedom of Information Act (5 U.S.C. 552) (FOIA) does not apply to those records that remain under a non-Federal entity's control except as required under §200.315 Intangible property. Unless required by Federal, state, local, and tribal statute, non-Federal entities are not required to permit public access to their records. The non-Federal entity's records provided to a federal agency generally will be subject to FOIA and applicable exemptions.

G. OTHER ASSURANCES

1. Use of the Grant Funds is subject to the U.S. Code of Federal Regulations (C.F.R.) governing the source of these funds, which includes but may not be limited to, 2 CFR Parts 200 and 2900, as applicable, which (subject to the exceptions specified in 20 CFR Part 671) refers to the general Workforce Investment Opportunity Act (“WIOA”) administrative and program regulations. Reference 20 CFR Part 660 - Introduction to the Regulations for the Workforce Investment Systems under Title I of the Workforce Innovation and Opportunity Act through to 20 CFR Part 667 – Administration Provisions.
2. Subgrantee shall comply with all other requirements affecting this Agreement or the use of Grant Funds, including Oregon Revised Statutes, Oregon Administrative Rules and HECC policies, as applicable.
3. Subgrantee shall use the Grant Funds, including any Program Income, solely for eligible expenditures allowable under the terms of this Agreement and its Exhibits, and applicable federal regulations.
4. The Grant Funds shall not be used for capital outlays.
5. The Grant Funds shall not be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentations designed to support or defeat any legislation pending before the Congress, except in presentation to the Congress itself. Nor shall Grant Funds be used to pay the salary or expenses of any grant or grant awardee or agent acting for such awardee, related to any activity designed to influence legislation or appropriations pending before the Congress.
6. Subgrantee shall not use these Grant Funds to engage in any activities that violate federal or state antitrust or fair trade practice laws. Unlawful practices include, but are not limited to; monopolization, unreasonable restraints of trade or fixed pricing.
7. Subgrantee shall ensure that any further distribution or subgrant of the Grant Funds made available under this Agreement, by means of any subcontract or other agreement between Subgrantee and another party for the implementation of any portion of the Project, shall include the requirement that said funds shall be used solely in a manner that complies with the regulations and cost principles referenced in this Agreement.
8. In compliance with Public Law 113-235 and Section 111 of the United States Department of Labor (“USDOL”) Appropriation Act, 2009 (Pub.L 111-8), none of Grant Funds appropriated under the heading ‘Employment and Training’ that are available for expenditure on or after June 15, 2006, shall be used by a

recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The salary and bonus limitation does not apply to contractors providing goods and services as defined in 2 CFR 200.330.

9. Acorn Prohibition. In accordance with Executive Order 12928, Grant Funds may not be provided to the Association of Community Organizations for Reform (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.
10. Subgrantee shall comply with the requirements described in USDOL's Training and Employment Guidance Letter number 16-18, to ensure compliance with federal laws and regulations regarding data privacy and the secure transmission of personally identifiable information ("PII"). Subgrantee and its agents must take steps necessary to ensure the privacy of all PII obtained from the Grant Project participants and other individuals and to protect such information from unauthorized disclosure.
11. Violation of the Privacy Act. Grant Funds cannot be used in contravention of the 5 USC 552a or regulations implementing that section.
12. Equipment. Subgrantee must ensure compliance with federal and state requirements with regard to equipment purchased with federal grant funds. Subgrantee is responsible for developing and adhering to a written equipment policy addressing the acquisition, use, management and inventory of equipment purchased with federal funds. Subgrantee's equipment policy must conform with 2 CFR 200.313 or 2 CFR 200.439, as applicable, and with CCWD policy 589-10.12. Subgrantee must request and obtain written approval from HECC prior to using Grant Funds to purchase equipment with a per unit acquisition cost of \$5,000 or greater, as "equipment" is defined in CFR 200.33.
13. Procurement. Subgrantee shall conduct all procurement actions using Grant Funds in a manner that complies with the requirements of 2 CFR 200.318-337. Subgrantee must document the procurement process used to award every subcontract. Documentation must include, but is not limited to: the procurement method used; the basis for contractor selection; the justification for lack of competition when competitive bids are not obtained; and the cost or price analysis performed, when required by policy or regulation. Subgrantee shall actively administer all subcontracts with contractors to ensure compliance with the terms of the subcontract, and to ensure the contractor's support for the intended purposes of this Agreement.
14. IF SUBGRANTEE EXPENDS \$750,000 OR MORE IN FEDERAL FUNDS (FROM ALL SOURCES) IN ITS FISCAL YEAR, SUBGRANTEE SHALL HAVE A SINGLE ORGANIZATION-WIDE AUDIT CONDUCTED IN ACCORDANCE WITH THE PROVISIONS OF 2 CFR 200 SUBPART F. COPIES OF ALL AUDITS MUST BE SUBMITTED TO HECC WITHIN 30 DAYS OF COMPLETION. IF SUBGRANTEE EXPENDS LESS THAN \$750,000 IN ITS FISCAL YEAR IN FEDERAL FUNDS, SUBGRANTEE IS EXEMPT FROM FEDERAL AUDIT REQUIREMENTS FOR THAT YEAR. RECORDS MUST BE AVAILABLE FOR REVIEW OR AUDIT BY APPROPRIATE OFFICIALS AS PROVIDED IN SECTION 32 OF THIS AGREEMENT.
15. IT IS THE SENSE OF CONGRESS THAT, TO THE GREATEST EXTENT PRACTICABLE, ALL EXPENDABLE MATERIALS PURCHASED WITH FUNDS MADE AVAILABLE UNDER WIOA SHOULD BE AMERICAN MADE. WITH REGARD TO EXPENDING GRANT FUNDS, SUBGRANTEE SHALL COMPLY WITH THE BUY AMERICAN ACT (41 U.S.C. 10A ET SEQ.).
16. VETERANS PRIORITY PROVISIONS. THIS AGREEMENT IS SUBJECT TO THE PROVISIONS OF THE JOBS FOR VETERANS ACT ("JVA"), PUB. L. 107-288 (38 USC 4215). THE JVA REQUIRES GRANTEES TO PROVIDE PRIORITY OF SERVICE FOR VETERANS AND SPOUSES OF CERTAIN VETERANS FOR THE RECEIPT OF EMPLOYMENT, TRAINING, AND PLACEMENT SERVICES IN ANY JOB TRAINING PROGRAM DIRECTLY FUNDED,

IN WHOLE OR IN PART, BY USDOL. THE REGULATIONS IMPLEMENTING THIS PRIORITY OF SERVICE CAN BE FOUND AT 20 CFR PART 1010. IN CIRCUMSTANCES WHERE A GRANT RECIPIENT OR SUBRECIPIENT MUST CHOOSE BETWEEN TWO QUALIFIED CANDIDATES FOR A SERVICE, ONE OF WHOM IS A VETERAN OR ELIGIBLE SPOUSE, THE VETERANS PRIORITY OF SERVICE PROVISIONS REQUIRE THAT THE GRANT RECIPIENT GIVE THE VETERAN OR ELIGIBLE SPOUSE PRIORITY OF SERVICE BY FIRST PROVIDING HIM OR HER WITH THAT SERVICE. TO OBTAIN PRIORITY OF SERVICE, A VETERAN OR SPOUSE MUST MEET THE PROGRAM'S ELIGIBILITY REQUIREMENTS. SUBGRANTEE MUST COMPLY WITH USDOL GUIDANCE ON VETERANS' PRIORITY. ETA'S TRAINING AND GUIDANCE LETTER (TEGL) No. 10-09 (ISSUED NOVEMBER 10, 2009) PROVIDES FOR GUIDANCE ON IMPLEMENTING PRIORITY OF SERVICE FOR VETERANS AND ELIGIBLE SPOUSES IN ALL QUALIFIED JOB TRAINING PROGRAMS FUNDED IN WHOLE OR IN PART BY USDOL. GENERAL GUIDANCE ON THE SCOPE OF THE JVA AND ITS EFFECT ON CURRENT EMPLOYMENT AND TRAINING PROGRAMS, IS AVAILABLE AT [HTTP://WWW.DOLETA.GOV/PROGRAMS/VETS](http://www.doleta.gov/programs/vets).

17. SUBGRANTEE SHALL COMPLY WITH EXECUTIVE ORDER 13333. THIS AGREEMENT MAY BE TERMINATED, WITHOUT PENALTY, IF THE SUBGRANTEE, OR THE CONTRACTOR OR ANY SUBCONTRACTOR ENGAGES IN: “(I) SEVERE FORMS OF TRAFFICKING IN PERSONS; (II) THE PROCUREMENT OF A COMMERCIAL SEX ACT DURING THE PERIOD OF TIME THAT THE GRANT, CONTRACT, OR COOPERATIVE AGREEMENT IS IN EFFECT; (III) THE USE OF FORCED LABOR IN THE PERFORMANCE OF THE GRANT, CONTRACT, OR COOPERATIVE AGREEMENT; OR (IV) ACTS THAT DIRECTLY SUPPORT OR ADVANCE TRAFFICKING IN PERSONS.” (22 U.S.C. § 7104(g)).
18. CONFERENCES SPONSORED IN WHOLE OR IN PART BY THE RECIPIENT OF FEDERAL AWARDS ARE ALLOWABLE IF THE CONFERENCE IS NECESSARY AND REASONABLE FOR THE SUCCESSFUL PERFORMANCE OF THE FEDERAL AWARD. RECIPIENTS ARE URGED TO USE DISCRETION AND JUDGMENT TO ENSURE THAT ALL CONFERENCE COSTS CHARGED TO THE GRANT ARE APPROPRIATE AND ALLOWABLE. FOR MORE INFORMATION ON THE REQUIREMENTS AND ALLOWABILITY OF COSTS ASSOCIATED WITH CONFERENCES, REFER TO 2CFR 200.432. PURSUANT TO EXECUTIVE ORDER 13043 (APRIL 16, 1997, INCREASING THE USE OF SEAT BELTS IN THE UNITED STATES), SUBGRANTEE IS ENCOURAGED TO ADOPT AND ENFORCE ON-THE-JOB SEAT BELT POLICIES AND PROGRAMS FOR THEIR EMPLOYEES WHEN OPERATING VEHICLES, WHETHER ORGANIZATIONALLY OWNED OR RENTED OR PERSONALLY OWNED.
19. PURSUANT TO EXECUTIVE ORDER 13513 SEC. 4, CONTRACTORS, SUBCONTRACTORS, AND SUBGRANTEES ARE ENCOURAGED TO ADOPT AND ENFORCE POLICIES THAT BAN TEXT MESSAGING WHILE DRIVING COMPANY-OWNED OR RENTED VEHICLES OR GOVERNMENT-OWNED, GOVERNMENT-LEASED OR GOVERNMENT-RENTED VEHICLES, OR WHILE DRIVING PRIVATELY-OWNED VEHICLES WHEN ON OFFICIAL GOVERNMENT BUSINESS OR WHEN PERFORMING ANY WORK FOR OR ON BEHALF OF THE GOVERNMENT, AND TO CONDUCT INITIATIVES OF THE TYPE DESCRIBED IN SECTION 3(A) OF THE EXECUTIVE ORDER.
20. PURSUANT TO EXECUTIVE ORDER 12928, THE SUBGRANTEE IS STRONGLY ENCOURAGED TO PROVIDE SUBCONTRACTING/SUBGRANTING OPPORTUNITIES TO HISTORICALLY BLACK COLLEGES AND UNIVERSITIES AND OTHER MINORITY INSTITUTIONS SUCH AS HISPANIC-SERVING INSTITUTIONS AND TRIBAL COLLEGES AND UNIVERSITIES; AND TO SMALL BUSINESSES OWNED AND CONTROLLED BY SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS.
21. AS CLARIFIED BY EXECUTIVE ORDER 13166, IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY, DATED AUGUST 11, 2000, AND RESULTING AGENCY GUIDANCE, NATIONAL ORIGIN DISCRIMINATION INCLUDES DISCRIMINATION ON THE BASIS OF LIMITED ENGLISH PROFICIENCY (LEP). TO ENSURE COMPLIANCE WITH TITLE VI, RECIPIENTS MUST TAKE REASONABLE STEPS TO ENSURE THAT LEP PERSONS HAVE MEANINGFUL ACCESS TO PROGRAMS IN ACCORDANCE WITH DOL'S POLICY GUIDANCE ON THE PROHIBITION OF NATIONAL ORIGIN DISCRIMINATION AS IT AFFECTS PERSONS WITH LIMITED ENGLISH PROFICIENCY [05/29/2003] VOLUME 68, NUMBER 103, AND PAGES

32289-32305. MEANINGFUL ACCESS MAY ENTAIL PROVIDING LANGUAGE ASSISTANCE SERVICES, INCLUDING ORAL AND WRITTEN TRANSLATION, WHERE NECESSARY. RECIPIENTS ARE ENCOURAGED TO CONSIDER THE NEED FOR LANGUAGE SERVICES FOR LEP PERSONS SERVED OR ENCOUNTERED BOTH IN DEVELOPING BUDGETS AND IN CONDUCTING PROGRAMS AND ACTIVITIES. FOR ASSISTANCE AND INFORMATION REGARDING YOUR LEP OBLIGATIONS, GO TO [HTTP://WWW.LEP.GOV](http://www.lep.gov) .

22. HEALTH BENEFIT COVERAGE: THE RECIPIENT MUST ENSURE THAT THE USE OF THESE FUNDS FOR HEALTH BENEFITS COMPLIES WITH 506 AND 507 OF DIVISION G OF PUBLIC LAW 113-235, THE CONSOLIDATED AND FURTHER CONTINUING APPROPRIATIONS ACT, 2015.
23. ARCHITECTURAL BARRIERS: THE ARCHITECTURAL BARRIERS ACT OF 1968, 42 U.S.C 4151 ET SEQ., AS AMENDED, THE FEDERAL PROPERTY MANAGEMENT REGULATIONS (SEE 41 CFR 102-76), AND THE UNIFORM FEDERAL ACCESSIBILITY STANDARDS ISSUED BY GAS (SEE 36 CFR 1191, APPENDIXES C AND D) SET FORTH REQUIREMENTS TO MAKE FACILITIES ACCESSIBLE TO, AND USABLE BY, THE PHYSICALLY HANDICAPPED AND INCLUDE MINIMUM DESIGN STANDARDS. ALL NEW FACILITIES DESIGNED OR CONSTRUCTED WITH GRANT SUPPORT MUST COMPLY WITH THESE REQUIREMENTS.
24. HOTEL-MOTEL FIRE SAFETY: PURSUANT TO 15 USC 2225A, THE RECIPIENT MUST ENSURE THAT ALL SPACE FOR CONFERENCES, MEETINGS, CONVENTIONS OR TRAINING SEMINARS FUNDED IN WHOLE OR IN PART WITH FEDERAL FUNDS COMPLIES WITH THE PROTECTION AND CONTROL GUIDELINES OF THE HOTEL AND MOTEL FIRE SAFETY ACT (P.L. 101-391, AS AMENDED). RECIPIENTS MAY SEARCH THE HOTEL MOTEL NATIONAL MASTER LIST AT [HTTP://WWW.USFA.DHS.GOV/APPLICATIONS/HOTEL/](http://www.usfa.dhs.gov/applications/hotel/) TO SEE IF A PROPERTY IS IN COMPLIANCE, OR TO FIND OTHER INFORMATION ABOUT THIS ACT.
25. For the purposes of this award, the ETA Grant Officer has determined that fees paid to a consultant who provides services under a program shall be limited to \$710 per day (representing an eight hour work day). Any fees paid in excess of this amount cannot be paid without prior approval from the Grant Officer.
26. This award waives the prior approval requirement for domestic travel as contained in 2 CFR 200.474. For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable and conform to the non-Federal entities written policies and procedures. All travel must also comply with Fly America Act (49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a US Flag air carrier if service provided by such carrier is available. Funds that are awarded and authorized to carry out an activity under WIOA subtitle B cannot be used for foreign travel.
27. Award recipients must recognize and safeguard personally identifiable information (PII) except where disclosure is allowed by prior written approval of the Grant Officer or by court order. Award recipients must meet the requirements in Training and Employment Guidance letter (TEGL) 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII), found at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872.
28. No funds provided under this Agreement shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or

defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself. Nor shall grant funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislative body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

29. No funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by the DOL prior to December 18, 2015. DOL has identified these goods and services here:
<https://www.dol.gov/sites/dolgov/files/ILAB/ListofGoods.pdf>
30. No entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
31. No Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.
32. Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless and abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.
33. No Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications or where there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
34. No Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.
35. RECIPIENTS AND SUBRECIPIENTS SHALL NOT USE FUNDS TO PAY THE SALARY AND BONUSES OF AN INDIVIDUAL, EITHER AS DIRECT COSTS OR AS INDIRECT COSTS, AT A RATE IN EXCESS OF EXECUTIVE LEVEL

II. THE EXECUTIVE LEVEL II SALARY MAY CHANGE YEARLY AND IS LOCATED ON THE OPM.GOV WEBSITE ([HTTP://WWW.OPM.GOV/POLICY-DATA-OVERSIGHT/PAY-LEAVE/SALARIES-WAGES/2016/EXECUTIVE-SENIOR-LEVEL](http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2016/executive-senior-level)).

Pursuant to Executive Order 13788, by drawing down funds, the recipient agrees to comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the “Buy American Act”). Additionally, no funds may be made available to any person or entity that has been convicted of violating the Buy American Act.

For the purposes of this award, the Buy American Act requires the recipient to use, with limited exceptions, only 1) unmanufactured items that have been mined or produced in the United States; and 2) manufactured items that have been manufactured in the United States substantially all from articles, materials, or supplies that were mined, produced, or manufactured in the United States.

These requirements do not apply to 1) items for use outside of the United States, 2) items that are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and are not of a satisfactory quality; and 3) manufactured items procured under any contract with an award value that is equal to or less than the micro-purchase threshold (currently \$10,000). In order to claim an exception to these requirements under 1 or 2 above, the recipient must get prior approval from the Grant Officer. Prior approval is not needed for purchases under the micro-purchase threshold.

EXHIBIT J

SOLUTION REQUIREMENTS

To Be Determined, no document at this time

EXHIBIT K

SECURITY AND HOSTING REQUIREMENTS

Contractor's obligations within the business environment of the Solution under the Contract include the requirements of this exhibit.

1. DATA CLASSIFICATION AND COMPLIANCE WITH APPLICABLE LAWS.

1.1. Data Classification. Contractor shall assume that Agency Data contains information that has been classified as Level three (3) Information under the State of Oregon's Information Asset Classification policy, available online at <https://www.oregon.gov/das/Policies/107-004-050.pdf>. Contractor certifies the Services provide the appropriate level of protection for Level ## Information.

1.2. Compliance with Laws, Regulations, and Policies. Contractor and its employees, contractors, and agents shall comply with all applicable state and federal laws and regulations, and State of Oregon policies governing Agency Data and its use and disclosure, including as those laws, regulations, and policies may be updated from time to time. Applicable laws, regulations, and policies include but are not limited to:

1.2.1. <https://www.oregon.gov/eis/cyber-security-services/Pages/guidance-for-state-agencies.aspx>

1.2.2. Statewide Cloud Computing policy: <http://www.oregon.gov/das/policies/107-004-150.pdf>

1.2.3. Oregon's Statewide IT Policies: www.oregon.gov/das/Pages/policies.aspx#IT.

1.2.4. The Oregon Consumer Information Protection Act (OCIPA), ORS 646A.600 through 646A.628, to the extent applicable.

1.2.5. Family Educational Rights and Privacy Act (FERPA) and its corresponding regulations;

1.3. Responsible for Compliance. Contractor is responsible for the compliance of its employees, agents, and subcontractors with this Contract and all applicable state and federal laws and regulations, and State of Oregon policies governing Agency Data and its use and disclosure.

1.4. Privacy and Security Measures. Contractor represents and warrants it has established and will maintain privacy and security measures that meet or exceed the standards set in laws, rules, and regulations applicable to the safeguarding, security, and privacy of Agency Data. Contractor shall monitor, periodically assess, and update its physical, technical, and logical security controls and risk to ensure continued effectiveness of those controls, including as necessary to meet guidance promulgated by the State pursuant to Oregon Executive Order 23-26, which established the State Government Artificial Intelligence Advisory Council (<https://www.oregon.gov/gov/eo/eo-23-26.pdf>) including the [State Government Artificial Intelligence Advisory Council Final Recommended Action Plan \(February 4, 2025\)](#)

- 2. DATA PRIVACY.** In addition to Contractor's obligations under Contract Section 9 regarding Confidential Information:
- 2.1. Privacy and Security Training.** Licensor shall ensure its employees, agents, and contractors receive periodic training on privacy and security obligations relating to this Contract.
 - 2.2. Background Checks.** Contractor has completed a criminal background check on its employees, agents, and contractors providing services related to this Contract [and who have administrator-level access to Agency Data]. Upon reasonable written request of Agency, Contractor shall certify in writing that such background checks have been completed, and the checks revealed no negative findings pertaining to dishonesty, fraud, or theft on employees, agents, or contractors providing services related to this Contract.
 - 2.3. Limited Purposes.** Contractor shall limit the use or disclosure of Agency Data to persons directly connected with the administration of this Contract.
 - 2.4. No Overseas Access, Storage, or Transmission.** Agency Data will not be accessed from, transmitted, or stored outside of the United States or its territories, including for any maintenance, support, disaster recovery, or data backup.
 - 2.5. Prohibition on Data Mining.** Contractor shall not capture, maintain, scan, index, share or use Agency Data, or otherwise use any data-mining technology, for any non-authorized activity, and shall not permit its agents or subcontractors to do so. For purposes of this requirement, "non-authorized activity" means data mining or processing of data, stored, or transmitted by the service, for unrelated commercial purposes, advertising, or advertising-related purposes, or for any other purpose other than security analysis that is not explicitly authorized in this Contract.
 - 2.6. Privacy Protections.** Contractor shall maintain protections required by law or this Contract for any retained Agency Data for so long as Contractor (including through any third party) retains Agency Data.
 - 2.7. Post-Termination Access.** Contractor shall, at Agency's discretion, either return all Agency Data to Agency (or delegate) upon Contract termination in an agreed-upon format, including if part of Transition Services, and otherwise ensure Agency has access and the ability to retrieve Agency Data for at least a ninety (90) Calendar Day period following termination. This ninety (90) day period will be at no additional charge to Agency. Contractor shall not retain any copies of Agency Data following Agency's written verification that Agency no longer requires post-termination access, except as necessary to meet its obligations under Section 21, Records Maintenance and Access.
 - 2.8. No Data Retention.** Subject to Section 21, Records Maintenance and Access, Contractor shall not retain any copies of Agency Data following the post-termination access period referenced in Section 2.8 of this exhibit. Contractor shall not destroy Agency Data without Agency's written authorization.

2.9. Covered Vendors or Products. Contractor shall not deliver Services that rely on or incorporate hardware, software or service for data processing, office automation, or telecommunications provided by any vendor or product determined to be a national security threat by the State Chief Information Officer pursuant to ORS 276A.340 and OAR Chapter 128 Division 20. The current Covered Vendor List is available online at: <https://www.oregon.gov/eis/cyber-security-services/pages/covered-vendors.aspx>

3. Notifications.

3.1. Incidents and Breaches. In the event Contractor or its subcontractor or agents discover or are notified of a security incident, or a breach of security or privacy or have reason to believe that such a security incident, or breach of security or privacy has occurred, Contractor shall notify Agency's point of contact (or delegate) of the incident, breach, or potential breach immediately, and in no event more than 24 hours following discovery or notification. An incident is an observable, measurable occurrence that is a deviation from expected operations or activities. Breaches include a failure to comply with Contractor's confidentiality obligations. If Agency determines that a breach requires notification of its clients, or other notification required by law, Agency will have sole control over the notification content, timing, and method, subject to Contractor's obligations under applicable law.

3.2. Requests for Agency Data. In the event Contractor receives a third-party request for Agency Data, including any electronic discovery, litigation hold, or discovery searches, Contractor shall first give Agency notice and provide such information as may reasonably be necessary to enable Agency to take action to protect its interests.

3.3. Changes in Law. Each party will provide notice to the other of any change in law, or any other legal development, which may significantly affect its ability to perform its obligations.

4. SECURITY AND HOSTING

4.1. Hosting Services. Services must be located within the continental United States. Contractor shall not transfer or materially modify these hosting services without advance written consent from Customer's Authorized Representative. Contractor networks and systems and Customer Data will not be accessed from, transmitted, or stored outside of the United States or its territories, including for any maintenance, support, disaster recovery, or data backup.

4.2. Security Risk Management Plan. Contractor shall ensure the level of security and privacy protection required by this Contract is documented in a security risk management plan. Contractor will make its plan available to Agency for review upon request.

4.3. Testing. Agency reserves the right to conduct periodic security testing upon reasonable advanced notice to Agency of the Services.

- 4.4. Security Logs and Reports.** Contractor shall allow Agency access to system security logs that affect the Services, Agency Data, or processes. This includes the ability for Agency to request a report of the records that a specific user accessed over a specified period of time.
- 4.5. Agency Audit Rights and Access.** Contractor shall maintain records in such a manner as to clearly document its compliance with and performance under this Contract, and provide Agency, the Oregon Secretary of State, the federal government, and their duly authorized representatives access to Contractor's officers, agents, contractors, subcontractors, employees, facilities, and records to:
- 4.5.1. Determine Contractor's compliance with this Contract,
 - 4.5.2. Validate Contractor's written security risk management plan, or
 - 4.5.3. Gather or verify any additional information Agency may require to meet any state or federal laws, rules, or orders, including those regarding Agency Data.
 - 4.5.4. **Notice.** Except as stated below for security logs, access to facilities, systems, and records under this section will be granted following reasonable notice to Contractor. Records include paper or electronic form, and related system components and tools (including hardware and software), required to perform examinations and audits, and to make excerpts and transcripts, including for data forensics.
 - 4.5.5. **System Security Logs.** Contractor shall provide designated Agency staff on-demand access to system security logs [in report form] for the Services, including user-level access logs for both Agency and Contractor users.

EXHIBIT K-1

STATEWIDE INFORMATION SECURITY STANDARDS SPREADSHEET

To Be Determined, no document at this time

EXHIBIT L
PAYMENT SCHEDULE

ATTACHMENT B — DISCLOSURE EXEMPTION AFFIDAVIT

_____ (Affiant), being first duly sworn under oath, and representing
_____ [insert Proposer Name] (hereafter “Proposer”), hereby
deposes and swears or affirms under penalty of perjury that:

I am an employee of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this affidavit and accept the responsibilities stated herein.

I am aware that the Proposer has submitted a Proposal, dated on or about
_____ [insert date] (the “Proposal”), to the State of Oregon (State) in
response to Request for Proposals S-52500-00015669/HECC #25-113B, for the PPS
Modernization Project, and I am familiar with the contents of the RFP and Proposal.

I have read and am familiar with the provisions of Oregon’s Public Records Law, Oregon Revised Statutes (“ORS”) 192.311 through 192.478, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.

I have reviewed the information contained in the Proposal. The Proposer believes the information listed in Exhibit A is exempt from public disclosure (collectively, the “Exempt Information”), which is incorporated herein by this reference. It is my opinion that the Exempt Information is exempt from disclosure under Oregon’s Public Records Law under the specifically designated sections as set forth in Exhibit A or constitutes “Trade Secrets” under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:

A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:

is not patented,

is known only to certain individuals within the Proposer’s organization and that is used in a business the Proposer conducts,

has actual or potential commercial value, and

gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

or

Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:

Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and

Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.

I understand that disclosure of the information referenced in Exhibit A may depend on official or judicial determinations made in accordance with the Public Records Law.

Affiant's Signature

State of _____)

) ss:

County of _____)

Signed and sworn to before me on _____ (date) by _____ (Affiant's name).

Notary Public for the State of _____

My Commission Expires: _____

EXHIBIT A TO ATTACHMENT B

Proposer identifies the following information as exempt from public disclosure under the following designated exemption(s):

ATTACHMENT C — PROPOSER INFORMATION AND CERTIFICATION SHEET

Legal Name of Proposer: _____

Address: _____ City, State, Zip: _____

State of Incorporation: _____ Entity Type: _____

Contact Name: _____ Telephone: _____ Email: _____

Oregon Business Registry Number (if required): _____

Any individual signing below hereby certifies they are an authorized representative of Proposer and that:

Proposer understands and accepts the requirements of this RFP. By submitting a Proposal, Proposer agrees to be bound by the Contract terms and conditions in Attachment A and as modified by any Addenda, except for those terms and conditions that Agency has reserved for negotiation, as identified in the RFP.

Proposer acknowledges receipt of any and all Addenda to this RFP.

Proposal is a Firm Offer for 180 days following the Closing.

If awarded a Contract, Proposer agrees to perform the scope of work and meet the performance standards set forth in the final negotiated scope of work of the Contract.

I have knowledge regarding Proposer's payment of taxes and by signing below I hereby certify that, to the best of my knowledge, Proposer is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.

Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding subcontracts, Proposer does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business. If applicable, Proposer has, or will have prior to contract execution, a written policy and practice, that meets the requirements described in ORS 279A.112 (formerly HB 3060), of preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class. Agency may not enter into a contract with an anticipated contract price of \$150,000 or more with a Proposer that does not certify it has such a policy and practice. See <https://www.oregon.gov/DAS/Procurement/Pages/hb3060.aspx> for additional information and sample policy template.

Proposer complies with ORS 652.220 and does not unlawfully discriminate against any of Proposer's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age.

Contractor's continuing compliance constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles Agency to terminate this Contract for cause.

Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

Proposer is not engaged in the provision of broadband Internet access service, or if at any time Proposer is engaged in or may engage in the provision of broadband Internet access service Proposer is in compliance with Oregon Laws 2018, Chapter 88 (HB 4155) and applicable Public Utility Commission rules, and will remain in compliance throughout the term of the Contract.

Proposer and Proposer's employees, agents, and subcontractors are not included on:

1. the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>, or
2. the government wide exclusions lists in the System for Award Management found at: <https://www.sam.gov/>

Proposer certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Proposer, its employees, or its agents, on the one hand, and the business or economic interests of the State, on the other hand, arising out of, or relating in any way to, the subject matter of the RFP. If any changes occur with respect to Proposer's status regarding conflict of interest, Proposer shall promptly notify the State in writing.

Proposer certifies that all contents of the Proposal (including any other forms or documentation, if required under this RFP) and this Proposal Certification Sheet are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.

Proposer understands that any statement or representation it makes, in response to this RFP, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" (as defined by the Oregon False Claims Act, ORS 180.750(1)), made under Contract being a "false claim" {ORS 180.750(2)} subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.

Proposer acknowledges these certifications are in addition to any certifications required in the Contract and Statement of Work in Attachment A at the time of Contract execution.

Authorized Signature

Date

(Printed Name and Title)

ATTACHMENT D - REFERENCE CHECK FORM

Proposer Name: _____

Reference Entity: _____

Reference Contact Name: _____

Contact Telephone Number: _____

Contact Email Address: _____

Please respond to the following questions:

1. For what type of services did you engage Proposer?
2. Describe the services listed in response to question 1.
3. Describe Proposer's customer service.
4. Describe your satisfaction with the business relationship with Proposer.
5. Describe Proposer's methods for problem resolution.
6. How likely would you be to use Proposer's services again?
7. With which aspect(s) of Proposer's services are you the most satisfied?
8. With which aspect(s) of Proposer's services are you the least satisfied?
9. How well did Proposer stay within the proposed timeline?
10. How did the final project cost compare to the initial proposed cost?

ATTACHMENT E – PRICE PROPOSAL FORM

[SEE ATTACHED]

Additional Instructions:

(1) If the Proposer is including Licensing services as part of its offer, Proposer shall indicate when it proposes to begin charging for those services. Proposer shall also include any restrictions related to Licensing that is included as part of its quoted pricing (e.g. User count limit, storage or processing limits, as well as any other restrictions which may lead to increased HECC cost as a result of a change in the Proposer assumed Solution utilization level).

ATTACHMENT E

Price Proposal

Cost Item	Total				
IMPLEMENTATION APPROACH					
Project Planning and Project Management	\$				
Requirements Analysis, Funct. Design and Development	\$				
System Interfaces	\$				
System Architecture	\$				
Data Migration and Conversion	\$				
Infrastructure Set Up / Disaster Recovery	\$				
Implementation	\$				
Testing	\$				
Training, Documentation, and Guides	\$				
Post Implementation Go-Live Support (one time costs only, if any. Annual costs to be provided below.)	\$				
System Security Plan	\$				
Total Implementation Cost	\$				
ONGOING SERVICES, MAINTENANCE, AND REPAIR					
Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
\$	\$	\$	\$	\$	\$
OPERATIONS AND MAINTENANCE SUPPORT (O&M)					
Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
\$	\$	\$	\$	\$	\$
LICENSING/ SUBSCRIPTION COSTS (including HOSTING)					
Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
\$	\$	\$	\$	\$	\$
PRICE PROPOSAL TOTAL					\$

LABOR RATES	
Position Title	Hourly Rate
	\$
	\$

ATTACHMENT F - RESPONSIBILITY INQUIRY

Agency will determine responsibility of a Proposer prior to award and execution of a Contract. In addition to this form, Agency may notify Proposer of other documentation required, which may include but is not limited to recent profit-and-loss history, current balance statements and cash flow information, assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims, availability of short and long-term financing, bonding capacity, insurability, credit information, materials and equipment, facility capabilities, personnel information, record of performance under previous contracts, etc. Failure to promptly provide requested information or clearly demonstrate responsibility may result in an Agency finding of non-responsibility and rejection.

Does Proposer have available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to demonstrate the capability of Proposer to meet all contractual responsibilities? **YES** / **NO** .

Within the last five years, how many contracts of a similar nature has Proposer completed that, to the extent that the costs associated with and time available to perform the contract remained within Proposer's control, Proposer stayed within the time and budget allotted, and there were no contract claims by any party? Number: _____

How many contracts did not meet those standards? Number: _____ If any, please explain.

Response:

Within the last three years, has Proposer (incl. a partner or shareholder owning 10% or more of Proposer's firm) or a major subcontractor (receiving 10% or more of a total contract amount) been criminally or civilly charged, indicted or convicted in connection with: obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract, violation of federal or state antitrust statutes relating to the submission of bids or Proposals, or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property? **YES** / **NO** .

If "YES," indicate the jurisdiction, date of indictment, charge or judgment, and names and summary of charges in the response field below.

Response:

Within the last three years, has Proposer had:

any contracts terminated for default by any government agency, or
any lawsuits filed against it by creditors or involving contract disputes? **YES** / **NO** .

If "YES," please explain. (With regard to judgments, include jurisdiction and date of final judgment or dismissal.)

Response:

Does Proposer have any outstanding or pending judgments against it? **YES** / **NO** .

Is Proposer experiencing financial distress or having difficulty securing financing? **YES** / **NO** .

Does Proposer have sufficient cash flow to fund day-to-day operations throughout the proposed contract period? **YES** / **NO**

If "YES" on the first question or second question, or "NO" on the third question, please provide additional details.

Response:

Within the last three years, has Proposer filed a bankruptcy action, filed for reorganization, made a general assignment of assets for the benefit of creditors, or had an action for insolvency instituted against it? **YES** / **NO** .

If "YES," indicate the filing dates, jurisdictions, type of action, ultimate resolution, and dates of judgment or dismissal, if applicable.

Response:

Does Proposer have all required licenses, insurance and/or registrations, if any, and is Proposer legally authorized to do business in the State of Oregon? **YES** / **NO** .

If "NO," please explain.

Response:

Pay Equity Certificate. This certificate is required if Proposer employs 50 or more full-time workers and the prospective contract price is estimated to exceed \$500,000. [This requirement does not apply to architectural, engineering, photogrammetric mapping, transportation planning or land surveying and related services contracts.] Does a current authorized representative of Proposer possess an unexpired Pay Equity Certificate issued by the Department of Administrative Services? **YES** / **NO** / **N/A** . [If the certificate was provided with the Bid or Proposal submitted for a solicitation related to the prospective contract, then it is not necessary to resubmit it. Just indicate "see Bid" or "see Proposal" in the response field. **Otherwise, if applicable, submit a copy of the certificate with this form.**]

Response:

AUTHORIZED SIGNATURE

By signature below, the undersigned Authorized Representative on behalf of Proposer certifies to the best of his or her knowledge and belief that the responses provided on this form are complete, accurate, and not misleading.

Proposer Name:

RFP:

Project Name:

Authorized Signature

Date

Print Name

Title

ATTACHMENT G – SOLUTION REQUIREMENTS SPREADSHEET

[SEE ATTACHED]

**Higher Education Coordinating Commission
PPS System Requirements**

Proposer shall complete and submit an electronic version of **Oregon Higher Education Coordinating Commission - PPS System Requirements** demonstrating how the proposed Solution addresses the HECC requirements. Please follow these instructions when completing Tab 2 Scoring Matrix.

The sheet is protected to only allow entries to be made in columns E and F. Only selections made in Column E will be scored.

Formatting, instructions, and scoring are as follows:

1st Column / Column A: Requirement ID #

2nd Column / Column B: Requirement Description

3rd Column / Column C: Requirement Type

- Functional
- Non-Functional

4th Column / Column D: Priority Rating

Rating for each requirement based on DAS Risk Management priority.

- High Priority = 3
- Medium Priority = 2
- Low Priority = 1

5th Column / Column E: Response

For each requirement, select one of four Response options from the drop-down menu. These Response options are:

- **Currently Exists** – A selection of "Currently Exists" from the drop-down menu asserts that the functionality described by the requirement currently exists in the Proposer's Solution and is in successful public entity production environment. Selection of "Currently Exists" from the drop-down menu equals 3 points multiplied by the requirement's Priority Rating (shown in Column E). The highest score possible is shown in Column G, which is the selection of "Currently Exists" from the drop-down menu multiplied by the requirement's Priority Rating (shown in Column E).
- **Available by UAT** – A selection of "Available by UAT" from the drop-down menu asserts that the Proposer can meet this requirement, but custom programming will be required. This Response indicates that the Proposer can complete any modifications required to the Solution by the start of UAT. All cost estimates for system modifications necessary to meet the requirement must be factored into the Cost Proposal. Selection of "Available by UAT" from the drop-down menu equals 2 points multiplied by the requirement's Priority Rating.
- **Available Post Rollout** – A selection of "Available Post Rollout" from the drop-down menu asserts that the Proposer could modify the Solution to include this functionality, but the modification would not be available until after the Rollout is complete. Cost estimates for system modifications to meet this requirement should not be factored into the Cost Proposal. A selection of "Available Post Rollout" from the drop-down menu equals 1 point multiplied by the requirement's Priority Rating.
- **Not Available** – A selection of "Not Available" from the drop-down menu asserts that the Proposer cannot meet the requirement with the proposed Solution. A selection of "Not Available" from the drop-down menu equals 0 points.

6th Column / Column F: Comments

Space for Proposer to include any desired comments or clarifications for an individual requirement Response selection.

7th Column / Column G: Auto Calculated Response Selection Points

An auto calculated cell showing the points consistent with the Response selection made in Column F.

8th Column / Column H: Maximum Points

The maximum points available for each requirement, determined by the score for the Response selection "Currently Exists" multiplied by the requirement's Priority Rating in Column E.

9th Column / Column I: Auto Calculated Points

An auto calculated cell showing the points calculated from multiplying the Auto Calculated Response Selection Points in Column F and the requirement's Priority Rating in Column E. The sum of all Auto Calculated Points multiplied by 1.754 is shown in cell I72.

HECC Grant Management System Requirements

Requirement ID #	Description	Type	Priority Rating High= 3 Medium = 2 Low = 1	Response (Please select from drop-down menu)	Comments	Auto Calculated Response Selection Points	Maximum Points (Response "Currently Exists" x Priority Rating)	Auto Calculated Points (Response x Priority Rating)	Response Options	Response Points
R001	The solution must include a UI customization toolkit that allows administrators to design branded interfaces for external and internal portals, with options for pre-designed themes, customizable colors, fonts, layouts, and configurable UI elements (buttons, forms, navigation, widgets). These themes must adhere to WCAG 2.2 Level AA guidelines	Functional	3			#VALUE!	9			
R002	The Solution must support the creation and management of External User portal accounts to access APA services, enabling secure access to functionality beyond anonymous use, including application submission, interaction with APA staff, secure document sharing, and, for Education Provider users, access to organization-specific information (e.g., statements, invoices, disbursement data) based on role and permissions. The Solution must support the following account creation methods, and Proposers must clearly indicate support for each: (1) Invitation-Based Account Creation (initiated by APA staff or authorized users), (2) Self-Service Registration with APA approval prior to activation, and (3) Self-Service Registration with immediate activation. For each method, Proposers must specify whether it is available out-of-the-box, configurable, or requires customization, and describe any limitations or dependencies. Additionally, the Solution must include duplicate account detection, support identity verification including Multi-Factor Authentication (MFA), and ensure each External User account is associated to a single Contact record.	Functional	3			#VALUE!	9		3 - Currently Exists	3
R003	The solution must enable External Users to access self-help content through a portal help/support page, including searchable FAQs and knowledge base articles. The portal must provide intuitive navigation and search options to quickly find answers to common questions.	Functional	3			#VALUE!	9		2 - Available by UAT	2
R004	The solution must support secure electronic payment processing by integrating with a third-party payment provider. Portal users must be able to pay invoices or fees via credit card through a secure payment page, with confirmation details returned to the system so invoice records are automatically updated.	Functional	3			#VALUE!	9		1 - Available Post Rollout	1
R005	The solution must allow External Users to manage their own notification preferences (e.g., email, SMS) through a secure Manage Profile page accessible only to authenticated users. Notifications may include responses to support requests or tasks assigned by APA staff, and must be sent according to the user's chosen preference.	Functional	2			#VALUE!	6		0 - Not Available	0
R006	The solution must allow APA staff to create and post announcements on the public-facing Portal to notify students of PCS school closures and Tuition Protection Fund (TPF) refund eligibility. Announcements must include school name, eligibility requirements, deadlines, links to resources (FAQs, documents), and a TPF Refund Request form pre-filled with the school's information. After the submission deadline, announcements and associated forms must be automatically removed from the portal. Staff must also be able to bulk notify impacted students using available contact information.	Functional	2			#VALUE!	6		Not Yet Scored	
R007	The solution must enable APA staff to manage school closure notifications for impacted students when a PCS school closes. Staff must be able to upload a student list provided by the school, match it against existing Student Contact records (or create new ones), associate students with a School Closure case, and bulk notify students about their right to submit a TPF Refund Request. Notifications must use students' saved communication preferences (email, text) or default to available contact information.	Functional	2			#VALUE!	6			
R008	The Solution must allow authenticated Students impacted by a PCS school closure to submit a Tuition Protection Fund (TPF) Refund Request via a portal form that is enabled only for a specific closure event and customized/pre-filled with the closed school's information. Authorized HECC (PCS) staff must be able to configure, create, and publish the closure-specific portal content and form, including controlling availability dates (start and submission deadline), after which the form is no longer accessible. Submissions must create a TPF Refund Request case in the system for tracking and review.	Functional	2			#VALUE!	6			
R009	The solution must support parent/guardian co-signature for TPF Refund Requests when the student is under 18. If DOB indicates 18 (or DOB not on file and captured on the form), the Student must enter parent contact info (name, email). After the student submits a validated request, the system sends the parent a secure portal link to digitally sign. The request remains pending parent signature until completed; upon signature, processing can proceed and the student is notified.	Functional	2			#VALUE!	6			
R010	The solution must allow Students to submit Student Complaints against ODA-authorized, PCS-licensed, SARA, CCWID, and PUC schools through the portal. Logged-in Students submit complaints tied to their Contact record; complaints for any sector (including community colleges and public universities) may also be submitted anonymously via a public-facing form. The complaint form must validate required data and allow secure upload of supporting documentation. Upon submission, the system must create Student Complaint cases linked to the student (if authenticated) or flagged as anonymous. The solution must support tracking of all complaints and allow complaint data to be extracted and/or merged with other datasets for reporting and analysis. It must include a ticketing-style system that enables complaints specialists to assign, track, and manage tasks or requests to other specialists, with time stamps and due dates visible to all relevant staff. A dedicated portal or workspace must be provided for specialists to: <ul style="list-style-type: none"> •View summaries of complaints related to specific schools. •Input and refer complaints to a designated complaints specialist. •Record compliance actions and follow-up activities associated with each complaint. •Access all information related to a school within a single system to facilitate research and investigation. The solution must also allow both schools and students to submit additional information or materials related to the complaint and investigation, respond to inquiries, view deadlines, and review assigned tasks. A comprehensive complaints dashboard must be included to support monitoring, reporting, and case management by complaints specialists and managers.	Functional	3			#VALUE!	9			
R011	The solution must support ID verification for Students requesting transcripts from closed schools. When prompted, Students upload a photo of their government-issued ID via the portal; the image is securely stored and linked to the corresponding Transcript Request. The system must create and assign a verification task to the appropriate APA staff member based on business rules.	Functional	2			#VALUE!	6			
R012	The solution must allow Students to request academic transcripts for closed schools directly through the portal. Students must be able to complete and submit a request form, pay applicable fees, receive receipts and notifications, and track the status of their request through completion. If a school is not listed, the system must allow Students to request a letter of confirmation or referral in lieu of a transcript. For payment processing, the solution must direct Students to the appropriate payment portal associated with state-approved payment system. All credit card transactions must integrate with and route through the Oregon State Treasury in compliance with state financial policies and standards. Payment confirmation details must be automatically captured within the transcript request record, ensuring traceability and allowing APA staff to verify payment before fulfilling the request.	Functional	3			#VALUE!	9			
R013	The solution must allow Students to pay transcript fees securely through the portal as part of the transcript request process. After completing the request form, Students must be directed to a secure payment page to complete the transaction. The system must verify payment completion, generate a receipt, and record the payment for processing.	Functional	3			#VALUE!	9			

R014	The solution must allow APA staff to create and post announcements on the External Portal to notify students of PCS school closures and Tuition Protection Fund (TPF) refund eligibility. Announcements must include school name, eligibility requirements, deadlines, links to resources (FAQs, documents), and a TPF Refund Request form pre-filled with the school's information. After the submission deadline, announcements and associated forms must be automatically removed from the portal. Staff must also be able to bulk notify impacted students using available contact information.	Functional	2			#VALUE!	6	
R015	The solution must calculate applicable processing fees for school applications and personnel registrations, generate invoices, and make those invoices available to schools through the portal for payment. Fee calculation must occur after the school has submitted its application (or the mandatory portion sufficient for calculation). The system must also calculate, but not invoice, certain requirements such as Surety Bond amounts, which require proof during the application process. The new process will replace the current manual invoicing practice where ODA staff issue invoice numbers separately. Instead, the system must automatically generate invoice records, assign invoice numbers, and route customers to the authorized state payment portal for payment checkout. All payments must integrate with the Oregon State Treasury for processing, and payment status updates must flow back into the system to update invoice records, ensuring staff and schools can view real-time payment confirmation, balances, and outstanding fees.	Functional	3			#VALUE!	9	
R016	Approval process through the External Portal. Personnel may include teachers/faculty, directors/administrators, and/or agents, and registration can occur during the initial Partnership Application or later as new personnel are added. Partners must be able to submit registrations for multiple personnel at once, and applicable fees must be calculated and invoiced prior to review. The Solution must enforce background check and qualification requirements based on the applicable rules for ODA and PCS personnel types, track and display when personnel are due for initial or renewed background checks, and ensure visibility of this information to both Partners and APA staff. The Solution must also allow APA staff to identify whether an individual has been previously barred from opening or operating a school due to prior noncompliance. PCS Partners may optionally allow individual personnel with portal accounts to submit their own registrations. For personnel requiring fingerprint-based background checks (e.g., individuals associated with schools enrolling minors), the Solution must support tracking of fingerprint check requirements and status, integration or data exchange with Fieldprint, recording and display of results for APA staff review, and notification workflows to inform schools of status updates and outcomes.	Functional	3			#VALUE!	9	
R017	The solution must enable Education Providers to submit New Program Applications through the External Portal when adding programs outside of the renewal process. Providers must be able to submit multiple programs in a single application, pay associated fees either online or by mail, upload required documents, and track application status. An option must also exist to download the application form for offline completion and mailing with documentation and check payment. The system must provide validation to prevent submission of incomplete applications (e.g., missing required fields or attachments) and display alerts or messages when corrections are needed. APA staff must be able to track the status of all submitted applications, receive alerts or indicators when a new application is received, and view whether payment has been received. The solution must also support task assignment or communication options that allow staff to notify Partners when an application is incomplete or requires additional information, and to provide next-step instructions.	Functional	3			#VALUE!	9	
R018	The solution must enable APA staff to schedule, conduct, track, and document Site Visits associated with schools and Partners. Solution must also support current investigative site visits while allowing flexibility for potential future practices such as audits or virtual/video-based reviews. The system must allow staff to record Site Visit details—including purpose, assigned staff, required forms, documentation, notes, outcomes, and follow-up actions—and must support uploading or capturing all associated forms and evidence. Each Site Visit must be linkable to the appropriate school and, when applicable, to related process records (e.g., investigations, complaints, applications, or compliance cases) to ensure full visibility, traceability, and historical reporting.	Functional	3			#VALUE!	9	
R019	The Solution must enable APA staff to schedule, track, and manage meetings (invitations, responses, documentation) related to applications, inquiries, cases, student complaints, or other provider-related processes within the system. Meetings may occur during initial inquiries, application reviews, site visits, complaint investigations, or ongoing partner engagement. The Solution must support integration with HECC's or the State of Oregon's Outlook system, associate meetings with Contacts, and allow storage of supporting documents linked to the meeting record. Meetings must be trackable and linked to the relevant school, Partner, or process record (e.g., application, complaint, or compliance case) to ensure visibility and context. The Solution must allow staff to create or propose new meetings directly from within a process record, automatically associating the meeting with the corresponding school or process to maintain a complete activity history. The Solution must also support scheduling, tracking, and documentation of site visits, including forms, notes, and outcome recording linked to school records.	Functional	1			#VALUE!	3	
R020	The solution must enable eligible Oregon institutions to initiate, submit, and manage State Authorization Reciprocity Agreement (SARA) applications and ongoing compliance activities within the Solution. Schools must be able to upload the official SARA application (completed externally), required supporting documents, executed agreements, and related materials, and communicate confidentially with APA/ODA staff through the system. The system must support tracking of timelines, due dates, school contact information, agreement numbers, and fees, including both annual SARA fees paid directly to SARA (tracked for reference) and APA-issued fees invoiced and managed within the system, including biannual invoicing and procurement agreement execution. APA staff must be able to review submissions, evaluate applications, assign tasks, route items for leadership approval, and record decisions, while final documentation of decisions in the SARA portal occurs outside the system. The solution must provide reporting and tracking capabilities for SARA applications and approvals for eligible institutions, but must not support student-level reporting, as schools report directly to SARA. All SARA-related actions, communications, documents, approvals, and financial records must be tracked, auditable, and linked to the school record.	Functional	2			#VALUE!	6	
R021	The Solution must enable Partners to initiate and complete Office of Degree Authorization (ODA) institution applications through the portal, with the ability to distinguish between in-State and Out-Of-State applications and present appropriate fields, requirements, and workflows based on school type. The Solution must support multi-part forms with section-level validation, allow submission of required documentation (including structured uploads by document type where applicable), and prevent submission of incomplete applications by validating that all required fields and documentation are provided. Partners must also have the option to download application forms for offline completion and submission by mail. The Solution must support upload of large file sets (up to 175 MB total and 800 files per application) and ensure secure storage and access for authorized staff.	Functional	3			#VALUE!	9	
R022	The Solution must provide APA staff with the ability to track and manage ODA applications through a centralized dashboard, including visibility into application status, history, and updates. The Solution must generate alerts when new information is submitted or updated, allow staff to assign and track tasks to Partners, assign responsibility to specific specialists, and set and monitor deadlines. All activities must be associated with the relevant school and application record to ensure full visibility and traceability.	Functional	3			#VALUE!	9	

R023	The Solution must support tracking and reporting of regulatory frameworks applicable to ODA institutions, including In-State, Out-of-State, physical presence, and NC SARA requirements. The Solution must allow APA staff to track licensing requirements, compliance status, and supporting documentation, including physical presence determinations. Application forms and workflows must incorporate logic to capture and evaluate physical presence requirements and allow submission of relevant information and documentation needed to support compliance determinations.	Functional	3				#VALUE!	9	
R024	The solution must enable potential Providers to initiate and complete the Private Career School (PCS) application process through the External portal. Applications must support multi-part forms with section-level validation, allow supporting document uploads, and provide visibility to both Providers and PCS staff throughout the process. An option must also exist to download the form for offline completion and mailing with documentation. The solution must support tracking and reporting of physical presence requirements for PCS schools, including compliance checks and documentation. Forms must include logic for physical presence, and multi-part forms allow submission of required initial form sections.	Functional	3				#VALUE!	9	
R025	The solution must enable Providers to pay invoices through the External Portal via credit card or ACH using a secure state authorized third-party payment processor. The system must ensure a seamless, secure payment experience and update invoices in real time based on payment status.	Functional	3				#VALUE!	9	
R026	The solution must allow HECC Fiscal staff to record and apply cash or check payments received by mail to outstanding invoices. While Fiscal staff do not directly record program transaction data, they must be able to enter or provide payment details (e.g., check number, date received, amount, and payer information) so program staff can determine how and to whom the payment applies. The system must support full or partial payment application, update invoice status accordingly, and ensure related disbursements or financial records reflect the payment. Providers must be able to view updated balances and payment status in the portal once a mailed check or cash payment has been recorded and confirmed by staff, ensuring consistent visibility regardless of payment method.	Functional	3				#VALUE!	9	
R027	The solution must support school setup and synchronization between the Solution and SFMA, the source of record. Schools are created in the Solution only when received from SFMA, except in cases where Fiscal staff must address integration issues. When HECC staff request a payment and the school is not yet set up in SFMA, the system must trigger a process for securely obtaining onboarding documents (e.g., W-9, optional ACH authorization) via the Internal Portal. Additionally, the system must integrate with a State-approved payment system to ensure that school and financial data (including full data and related information) are accessible and synchronized between systems to support fiscal and programmatic activities.	Functional	3				#VALUE!	9	
R028	Implement an automated or semi-automated integration to transfer school-related data attributes between SFMA (State Financial Management Application) and HECC's Data Integration environment. This integration ensures accurate school information is consistently available for disbursement reporting, reconciliation, and invoicing activities. The solution must support configurable integration options to allow for either real-time or scheduled data synchronization, depending on cost, feasibility, and system performance considerations.	Functional	3				#VALUE!	9	
R029	The solution must provide an interactive preliminary checklist for new school applicants to self-assess readiness, with guidance on required information and next steps. Optionally, this may replace initial interviews and be supplemented by a webinar.	Functional	2				#VALUE!	6	
R030	The solution must enable schools to initiate and complete Renewal Applications for ODA-authorized or PCS-licensed institutions through the External Portal, except where such functionality must remain in the Internal Portal due to technical or integration constraints. Renewal forms must be pre-populated with current institutional data (e.g., programs, personnel such as Directors/Administrators, Agents, Faculty/Teachers, address) for review and edit, support multi-part forms with section-level validation and optional incremental staff review, allow required document uploads, and calculate/invoice applicable fees for payment through the External Portal. A pre-populated paper alternative must also be available for offline submission. The solution must include a comprehensive tracking and dashboard capability for both schools and APA staff. This includes alerts and reminders when renewals are due or nearing deadlines, visibility into application status, and the ability to assign or track actions by specialists. APA staff must also be able to view historical renewal and compliance trends—such as multiple years of low financial scores—to support informed oversight and decision-making. The solution must support a streamlined renewal process for schools meeting defined criteria, with automated eligibility checks and simplified workflows.	Functional	3				#VALUE!	9	
R031	The Solution must enable Providers or Teachers to initiate and complete the Teacher Registration Renewal process through the External Portal. Renewal forms must be pre-populated with existing data for review, confirmation, or update; support program assignment changes; allow document uploads; and generate invoices for applicable fees. A pre-populated paper form must also be available for offline completion and submission by mail with supporting documentation. The Solution must provide visibility to both APA staff and Teachers into renewal status and associated information, and generate alerts and notifications when renewals are due or approaching, based on configurable timelines and role-based notification preferences. The Solution must also display teacher affiliations, including the number of associated schools and a list of related programs or institutions.	Functional	3				#VALUE!	9	
R032	The Solution must support tracking and management of personnel compliance requirements, including background checks, criminal-record exceptions, and probationary status, with visibility to APA staff and appropriate external users based on role and permissions. The Solution must track whether a background check is required, whether one exists, when it was completed, whether it meets current requirements, and when renewal is due. For personnel requiring fingerprint-based background checks (e.g., individuals associated with schools enrolling minors), the Solution must support tracking of fingerprint check requirements and status, integration or data exchange with Fieldprint (or equivalent provider), recording of results, and workflows for APA staff (e.g., HR and Deputy Director) to review and record determinations. The Solution must allow APA staff to record and manage criminal-record exceptions, including the basis for approval and any associated conditions, and to track probationary status, including start date, conditions, and expiration. The Solution must generate alerts and reminders for upcoming or overdue background checks, probation status changes, and other compliance events, and ensure that all compliance indicators and alerts are visible within the personnel record, renewal process, and staff workload views, and included in outbound notifications according to role-based access and notification preferences.	Functional	3				#VALUE!	9	
R033	The solution must support automated generation of letters, licenses, and registrations using predefined, version-controlled templates. Staff must be able to create, manage, and version templates, automatically populate them with institution and personnel data, and generate outputs in multiple formats for electronic or physical delivery. All generated communications must be securely stored, tracked, and auditable. The template library must include, at minimum: ODA Evaluation, ODA Authorization, SARA Approval, Teacher Approvals/Denials, Post Due Applications, Religious Exemption Approvals/Denials, Closure Guidelines, and Teachout Guidelines. Where feasible, the process must support initiating registered or certified mail workflows (e.g., USPS or carrier equivalents) without direct staff involvement, including: Selection of registered/certified mail as a delivery option during generation, Automatic handoff to the mailing service, Capture of tracking numbers, proof of mailing/delivery, and status updates, Association of mailing details with the originating record for end-to-end auditability. Electronic and physical delivery events (including certified/registered mail milestones) must be logged and visible to authorized staff, with all artifacts and delivery metadata linked to the related case/application/school or personnel record.	Functional	2				#VALUE!	6	

R034	The solution must enable APA staff to identify, assess, and track potentially at-risk schools through a structured case management process. Staff must be able to apply predefined criteria, open and document at-risk cases, gather and review additional information from schools, and determine whether the school should be classified as at-risk. If confirmed, the process transitions to development of a management plan (see related features).	Functional	3			#VALUE!	9	
R035	The solution must support APA in managing and monitoring at-risk schools once they are identified. This includes recording at-risk determinations, developing remediation plans, engaging with schools for responses, and tracking progress over time until issues are resolved. The system must provide structured workflows, document collaboration, milestone tracking, and clear communication between APA staff, other HECC offices, and schools. In addition to at-risk monitoring, the solution must also support broader compliance enforcement activities. This includes the ability to record, track, and manage issues such as license suspensions, ownership revocations, unpaid civil penalties, and other compliance concerns that require monitoring, corrective action, and resolution. These enforcement and remediation processes must be integrated within the same framework—allowing APA staff to assign tasks, set deadlines, document communications, upload supporting materials, and monitor outcomes for all types of compliance actions across schools and programs.	Functional	3			#VALUE!	9	
R036	The solution must support managing ownership changes for ODA-authorized and PCS-licensed institutions. Owners must be able to notify HECC of a pending sale at least 30 days in advance, upload required documentation (e.g., sale agreements), and communicate with APA staff through the portal. The system must allow staff to review submitted documentation, track ownership history, and determine whether a license transfer, conditional license, or new application is required based on the nature of the ownership change. Because ODA and PCS follow distinct ownership transfer processes, the solution must accommodate both. For ODA, ownership changes may require a new approval or authorization process, drawing relevant data from the existing (active or closing) school record to prepopulate the new application while allowing edits and updates. For PCS, ownership changes may result in a license transfer or conditional reauthorization workflow, depending on compliance requirements and review outcomes. Both processes must maintain clear audit trails, versioned records of ownership history, and integrated communication between HECC staff and institutional contacts throughout the review and approval process.	Functional	3			#VALUE!	9	
R037	The solution must enable APA staff to manage the entire school closure process through a structured workflow. Staff must be able to open and track closure cases, obtain closure plans and required documentation, collaborate with schools, communicate with impacted students, and complete system updates to inactivate the school, its personnel, and its programs.	Functional	3			#VALUE!	9	
R038	The solution must streamline the process of reviewing, approving/denying, and processing Tuition Protection Fund (TPF) refund requests by providing a centralized workspace for authorized personnel. Within this workspace, staff must be able to review and evaluate refund requests, determine refund amounts, generate required documentation, and initiate the refund payment process once the TPF refund workflow has been fully defined. The solution must also support management of surety bond-related activities associated with TPF requests, including verification of bond coverage, remaining balances, and applicability to the refund scenario. A dashboard must be provided to allow staff to easily track: The status of all TPF refund requests, associated payment progress, any surety bond interactions, and required staff actions or pending tasks. All TPF-related activities must be logged, auditable, and tied to the corresponding school, case, and financial records.	Functional	3			#VALUE!	9	
R039	This feature must support the processing of transcript requests from students for closed schools, including the receipt and tracking of requests and the provision of transcripts when available. If transcripts are unavailable in APA records, the system must support a referral workflow that guides students on next steps or generates a formal letter confirming attendance and explaining why a transcript cannot be issued. To reduce manual review effort, the solution should rely on front-end validation and indexing at the time transcripts are initially loaded into the system—ensuring transcripts are properly associated with the correct school and student records. Once transcripts are stored and linked appropriately, staff involvement for each individual request should be limited to exceptions or requests requiring additional verification. All request outcomes (transcript provided, referral, or explanatory letter) must be logged, auditable, and tied to the corresponding school and student records.	Functional	3			#VALUE!	9	
R040	This feature must streamline the process of handling exemption requests, from initial submission by a school to final decision and notification, ensuring efficiency and transparency throughout the workflow. Because PCS and ODA have distinct statutory exemption processes, the solution must support both: PCS Exemptions: Under ORS 345.015, PCS exemptions are largely statutory. Only PCS exemption type (B) requires HECC to formally review and approve an exemption request. The system must therefore distinguish between exemption types, validate the applicable statutory criteria, and support the formal review process only where HECC approval is required. ODA Exemptions: ODA exemptions follow a statutory application process that includes fees, annual verification, and ongoing compliance checks. The solution must support the full ODA exemption lifecycle, including application submission, fee calculation and payment, document upload, annual renewal/verification, and tracking of exemption status over time. For both PCS and ODA, the system must provide: A structured workflow for staff review and decisions. Document submission and secure storage. Automatic notifications to schools regarding required information, status changes, and final decisions. Tracking and visibility of exemption history and related compliance actions. All exemption activities must be logged, auditable, and linked to the corresponding school record.	Functional	2			#VALUE!	6	
R041	The solution must support a process for managing substantive changes at authorized schools, including submission, review, documentation, and regulatory compliance per federal requirements.	Functional	3			#VALUE!	9	
R042	The solution must allow authorized APA staff to merge duplicate Contact records (Student or Provider) into a single record, ensuring all associated data is preserved. The system must provide duplicate detection rules to proactively identify potential duplicates and allow staff to confirm merges with appropriate safeguards.	Functional	3			#VALUE!	9	
R043	The solution must provide a dedicated database for the R&D team, with selected tables as read-only, and permissions to create and manage new custom tables. The database must support secure data refresh, auditing, and analysis using familiar tools (e.g., SSMS, SQL R) without creating inconsistencies with production data.	Functional	3			#VALUE!	9	
R044	This feature will provide a centralized platform for administrators to review and approve invoices before they are shared with partners. It will include functionalities for reviewing and editing invoice details, approving invoices for processing, and updating associated award records with accurate invoice information.	Functional	1			#VALUE!	3	
R045	The solution must automatically calculate and apply late fees to overdue school invoices based on defined parameters and allow APA staff to create and apply civil penalties as separate invoices. Late fees must be automatically generated and applied after the invoice due date if payment has not been received in full. The system must support a fully online invoicing and payment process, eliminating the need for manual invoicing. When a customer signs into the portal to pay for outstanding or new fees, any applicable late fees must be automatically added to the balance before proceeding to the secure payment checkout process through the authorized state payment portal, with all transactions integrated through the Oregon State Treasury. The solution must also automatically send reminder notifications to schools prior to and after the invoice due date, including alerts when a payment becomes overdue, when late fees are applied, and when civil penalties are issued. All reminders and applied fees must be tracked and visible to both APA staff and the school within the portal. The solution must provide a tracker for ODA civil penalties, including issuance, status, payment, and escalation workflows.	Functional	3			#VALUE!	9	

R046	This feature encompasses the preparation of a flat file and its transmission to the Statewide Financial Management Application (SFMA). HECC fiscal staff will be able to use a report on received payments (checks, cash, etc.) that provides the details needed for the flat file deposits to be uploaded and processed by SFMA. By streamlining the deposit process, this feature ensures efficient, accurate, and transparent handling of incoming funds and disbursement returns, while enhancing visibility for program staff.	Functional	3				#VALUE!	9	
R047	This feature must support the full process APA follows when it becomes aware of a school operating in Oregon without a required license, authorization, or approved exemption. The system must provide APA staff with a structured workflow to issue cease-and-desist notices, track school responses, and escalate actions when non-compliance persists. The solution must also integrate this workflow with related exemption and authority-determination processes. Specifically, staff must be able to: Document whether APA (ODA or PCS) has jurisdiction over the unlicensed operator, including statutory references. Assess and document exemption applicability, linking the unlicensed-operation record to any exemption request or determination. Capture and track evidence or information indicating why the entity is believed to be operating without authorization. When reports of unlicensed activity come in, the system must support staff in responding to the reporter, including: Logging the source and details of the report, Generating and sending acknowledgment communications, Tracking any follow-up actions or clarifications needed from the reporter. All notices, communications, decisions, and escalations must be logged, auditable, and linked to the corresponding school (if identifiable) or to the unlicensed-operation case record. The workflow must support visibility and collaboration across APA and other relevant HECC offices. The solution must support injunctive relief and cease/desist processes for non-licensed or non-authorized entities, including documentation and escalation.	Functional	3				#VALUE!	9	
R048	The solution must provide APA staff with the ability to create and manage Corrective Action cases to investigate alleged non-compliance by an institution. A Corrective Action case may involve a school that is currently licensed or authorized by APA, or an institution operating or advertising in Oregon without required licensure, authorization, or exemption. For PCS, the system must support their specific statutory authority to issue Corrective Actions in response to actual or potential violations of rule. The solution must allow PCS staff to: Enter, classify, and document Corrective Actions. Define required remediation steps or conditions. Track progress through to resolution. Record evidence, communications, and findings. Assign tasks and set deadlines for schools or staff, and Monitor compliance with corrective requirements over time. If a Corrective Action remains unresolved at the time of renewal, the system must support automatic linkage between the Corrective Action case and the renewal process, enabling APA staff to determine whether the unresolved issues should result in loss of license, conditional renewal, or other licensing action. All Corrective Action activities—entries, updates, deadlines, school responses, decisions, and outcomes—must be logged, auditable, and visible within the broader compliance and licensing history of the institution, ensuring continuity and oversight across PCS, ODA, and other APA functions. The solution must provide a tracker for ODA civil penalties, including issuance, status, payment, and escalation workflows. The solution must support all formal compliance enforcement mechanisms, including corrective actions, civil penalties, license suspension, and revocation, with tracking and reporting.	Functional	3				#VALUE!	9	
R049	The solution must enable PCS schools to submit annual financial metrics, typically as part of the renewal process but also independently if renewal timing changes. Upon submission, the system must automatically calculate the school's Tuition Protection Fund (TPF) contribution based on configured rules and generate two equal invoices for the coming year. HECC staff must be able to review financial submissions, compute or verify financial ratios, assess financial risk, and view historical trends and peer comparisons to support oversight and decision-making. In addition, the system must support scenarios where financial metrics indicate elevated risk by enabling APA/PCS staff to: Determine whether the school must obtain a surety bond or letter of credit based on configured financial thresholds. Document and track the requirement. Receive and validate uploaded bond or letter-of-credit documentation. Monitor expiration dates, amounts, and compliance. and Link these requirements to renewal, compliance, or TPF-related processes. All financial submissions, calculated contributions, risk assessments, and surety-bond/letter-of-credit requirements must be tracked, auditable, and integrated into the school's overall compliance history.	Functional	3				#VALUE!	9	
R050	Each year, ODA-authorized schools must submit their financials so APA can assess any changes in Surety Bond requirements based on tuition income from Oregon, years of operation, credit rating, and other factors. In addition, both ODA-authorized schools and PCS schools must submit Fact Pages for APA review and approval by September 1st each year. The system must notify schools 60 days in advance of these deadlines and send regular reminders until each required task has been completed. For Surety Bond requirements, schools must: Submit updated financial information and supporting documentation. Provide a new Surety Bond or letter of credit if required based on the financial review. Submit the original Surety Bond document with signatures for ODA to retain. Notify HECC when the old bond has been cancelled (if applicable). The system must support the tracking of Surety Bond amounts, expiration dates, documentation, renewal requirements, and historical changes over time for both ODA and PCS. In anticipation of potential expansion of surety-bond requirements to PCS schools, For fact pages, the solution must: Allow schools (ODA and PCS) to submit one Fact page per program. Automatically alert APA staff that new fact pages are ready for review. Provide staff with tools to check compliance and request updates. Enable schools to submit revised pages until they are approved. Track the full submission and revision history for auditing. All financial submissions, Surety Bond documentation, and Fact page records must be logged, auditable, and tied to the corresponding school and program records, with dashboard visibility for both schools and APA staff.	Functional	2				#VALUE!	6	
R051	The solution must support the full lifecycle of student complaints, including intake of inquiries, determination of jurisdiction, formal complaint submission, investigation, determination, and closure. It must provide structured workflows for staff, students, and schools; allow secure submission of materials; support required timelines; and maintain a complete, auditable history of all actions. The system must include ticketing and task-assignment capabilities for specialists, a workspace for staff to view and manage all complaints associated with a school, and a unified school record that consolidates complaint history, compliance actions, licensure data, and related information. Students and schools must be able to view deadlines, respond to requests, and upload documentation throughout the process. A complaints dashboard must allow staff to monitor case status, workload, deadlines, escalations, and patterns of concern. The investigation workflow must be flexible enough to support complaints as well as other compliance concerns that follow a similar review process. All actions, communications, and outcomes must be logged and auditable.	Functional	3				#VALUE!	9	
R052	The solution must support ingesting existing AXPSCVets SQL database tables and associated data attributes, with the ability to transform and map data as needed.	Non-Functional	3				#VALUE!	9	
R053	The solution must be able to ingest existing Complaints AccessDB database tables and associated data attributes, with the ability to transform and map data as needed.	Non-Functional	2				#VALUE!	6	
R054	All Office of Degree Authorization (ODA) Excel-based reports must be transformed into standardized data formats to support consistent, reliable ingestion and processing within the selected platform.	Non-Functional	3				#VALUE!	9	
R055	All Private Career School (PCS) Excel-based reports must be transformed into standardized data formats to support consistent, reliable ingestion and processing within the selected platform.	Non-Functional	3				#VALUE!	9	
R056	All Academic Private Career School (PCS) and (ODA) Word-based and Adobe PDF documents must be transformed into standardized data formats to support consistent, reliable ingestion and processing within the selected platform.	Non-Functional	3				#VALUE!	9	

R057	The solution integrator coordinating with HECC must transform PCS & ODA data objects from the existing PCS & ODA databases to create a standardized entity model within a future platform (to be determined) or reporting system. Data transformation processes will occur in a staging database or equivalent environment, applying cleansing, modeling, and standardization to ensure data consistency, quality, and alignment with the requirements of the selected platform.	Non-Functional	3			#VALUE!	9		
R058	The solution must provide a staging database to transform and standardize APA data assets from the landing database (source systems) for use in a future reporting or analytics platform (to be determined). The staging database will normalize, cleanse, and apply transformation logic to data tables, attributes, and calculations to ensure alignment with the data model and requirements of the selected platform.	Non-Functional	3			#VALUE!	9		
R059	The solution must implement a multi-stage data intake and transformation process (to be identified by Vendor) using a landing database for raw source data and a staging database for data cleansing, transformation, and modeling before ingestion into a future reporting or analytics platform (to be determined). The landing database captures unaltered data from source systems, while the Staging database applies transformations to ensure the data is standardized, consistent, and ready for the target platform.	Non-Functional	3			#VALUE!	9		
R060	This feature will provide the ability to separate, or "unmerge," two Contact or School records that were previously merged in the new system. It is necessary when records were merged in error but do not represent the same individual or program and need to be separated. This functionality will not be available for records that were merged prior to conversion to the new system.	Functional	3			#VALUE!	9		
R061	The solution must support secure, read-only access for external systems to retrieve data from the Solution, either through direct database access or vendor-supported interfaces.	Functional	3			#VALUE!	9		
R062	The solution must support secure ingestion of data from external applications and databases, including appropriate authentication, authorization, and data validation controls.	Functional	3			#VALUE!	9		
R063	The Solution shall implement protections for the confidentiality, integrity, and availability of all state information in accordance with ORS 276A.300, which requires "all measures reasonably necessary" to secure state information systems and data. The system must align with the Statewide Information Security Program established by the State CIO through DAS/EIS.	Non-Functional	3			#VALUE!	9		
R064	The solution shall support and integrate with Oregon's statewide vulnerability assessment and continuous monitoring requirements per ORS 276A.300. The vendor must allow vulnerability scanning of hosted components, provide vulnerability reports on request, and support remediation according to timelines defined by CSS vulnerability management guidelines.	Non-Functional	3			#VALUE!	9		
R065	The system shall provide audit logs, security alerts, and monitoring capabilities compatible with agency security operations and the Oregon Cyber Security Services (CSS) SOC. Any security incident must be reported to the agency within 4 hours and to the CSS SOC within 24 hours of discovery, consistent with statewide incident response guidance.	Non-Functional	3			#VALUE!	9		
R066	The solution shall safeguard personal information in accordance with ORS 646A.622-646A.624, including encryption of sensitive data at rest and in transit, least-privilege role-based access, logging of access to protected records, and secure destruction of data when no longer needed under state retention rules.	Non-Functional	3			#VALUE!	9		
R067	The Solution must adhere to the state-approved change management process, including: review and approval of changes before implementation, documentation of configuration baselines, the ability to track and audit configuration changes, support for rollback or recovery. This aligns with EIS/CSS IT Controls (CM-2, CM-3, CM-4, CM-5).	Non-Functional	3			#VALUE!	9		
R068	The system shall generate sufficient logs to support forensic analysis, monitoring, and incident response. Logs must include authentication events, administrative actions, data access, and system changes. Logs must be protected from tampering and retained according to state retention and audit requirements under EIS/CSS IT Control Standards (AU-2 through AU-11).	Non-Functional	3			#VALUE!	9		
R069	Any APIs, data exchange mechanisms, or system interfaces must use secure, authenticated, and encrypted communication consistent with statewide information security standards. Integration endpoints must restrict access using least-privilege principles, support logging, and follow secure design requirements from the CSS Application Security Controls (SA-8, SC-7, SC-12, SC-13).	Non-Functional	3			#VALUE!	9		
Auto Calculated Total Score							0		

ATTACHMENT H

INTERFACES

Below is a list of current and planned system interfaces that the solution will need to support.

	Functional Areas	From/To	Direction	Frequency	Current Method	Future Method	Description
Commercial	3 rd Party Payment Processor	Solution /TBD	Bi-Directional	As needed	Realtime	Realtime	Credit Card Payment This is the only means of receiving credit card payments.
State	SFMA	Solution/SFMA	Outbound	Daily (CRUD)	ASCII Tab Delimited Flat File	FTTPS	This is the State's financial management system. HECC financial transactions are sent to SFMA, SFMA officially maintains and handles receiving and sending receive funds. SFMA is the system of record. The reports received from SFMS will be used to keep the two systems in balance.
State	SFMA	SFMA/Solution	Inbound	Daily (CRUD)	Text Flat File	Text Flat File	This is the State's financial management system. HECC financial transactions are sent to SFMA. These transactions are then communicated in a report back to HECC, via a manual download from SFMS. SFMA is the system of record. The reports received from SFMS will be used to keep the two systems in balance.

ATTACHMENT I – STATEWIDE INFORMATION SECURITY STANDARDS SPREADSHEET

[SEE ATTACHED]

Oregon Standards Spreadsheet Description and Use Instructions:

This tool is provided to assist agencies in understanding the solution and vendor's security status.
This is to be filled out by the Vendor IT and information security personnel.

Control Applicability:

- o For vendor-managed solutions that are not hosted in State-managed environments, the terms "State", "agency", or specific state-related position should be interpreted as "vendor" or equivalent vendor-related position.
- o For Vendors working in State-managed environments, the agency requirements and reporting will apply unless otherwise stated in contract. Vendor organizational controls must appropriately match State Standards.

General information:

The requirements are directly from the Statewide Information Technology (IT) Control Standards (Standards), as such the below sections are **Static.

- o Control (Column's A-B)
- o Control Name (Column C): Control details can be viewed in the attached cell note, or found in the Standards.
- o Policies and procedures for each control family in this document are referenced in the Statewide Information Security Plan (the "Plan"). Individual policies for each control family may be linked or supplied as separate documents upon request. The individual policies reference the applicable controls that are defined in this document. If require more background, refer to the Statewide Information Security Plan for additional details on policies and procedures.
- o The classification needs to be updated to Level 3 - Restricted when this document begins to be filled in.

Reference Links:

[Statewide Information Technology \(IT\) Control Standards \(Standards\)](#)
[Statewide Information Security Program Plan](#)
[NIST SP 800.53 r5 Glossary \(starts on page 394\)](#)

PHASE 1 BID RESPONSE

Proposer Task: Proposer will complete the remaining sections per instructions below.

- o **Fill out** Solution Description tab.
- o **Fill out** Standards tab.
 - o Requirement Managed by (Columns D-G): Proposer responds to indicate if the control is the responsibility of the agency, the vendor, a third party or if it is a shared control.
 - X: signifies the control is the responsibility of the entity
 - Blank: signifies the control is not the entity's responsibility
 - o Control Implemented as is (Columns H-K): The Proposer selects whether the control is provided as part of the base solution, an add-on, from a third party, or not supported
 - X: signifies where the control is provided
 - Blank: signifies the control is not provided
 - o Description how Control is Met (Column L): Proposer shall provide the description of how the control is met. If the control is not supported, indicate not supported.

PHASE 2 VENDOR SSP RESPONSE

Vendor Task: Vendor will complete the remaining sections per instructions below.

- o Update Solution Description tab, as needed.
- o Fill out Phase 2 on Standards tab.
 - o Control Applicability (Columns M-P): Vendor responds to indicate if the control is a Common Control (common to the organization), System Specific control, Hybrid control (has both Common and System Specific aspects), or is Not Applicable.
 - X: signifies the control type
 - o Control Status is (Columns Q-S): The Vendor selects whether the control is Implemented, Partially Implemented (**added information required in Description**), and Not Implemented (**added information required in Description**).
 - X: signifies where the control is provided
 - o Describe how Control is Met (Column T): Vendor shall provide the description of how the control is met.

PHASE 3 AGENCY SSP RESPONSE

Agency Task: Agency will complete the remaining sections per instructions below.

- o Fill out Phase 3 on Standards tab.
 - o Control Applicability (Columns U-X): Agency responds to indicate if the control is a Common Control (common to the organization), System Specific control, Hybrid control (has both Common and System Specific aspects), or is Not Applicable.
 - X: signifies the control type
 - o Control Status is (Columns Y-AA): The Agency selects whether the control is Implemented, Partially Implemented (**added information required in Description**), and Not Implemented (**added information required in Description**).
 - X: signifies where the control is provided
 - o Describe how Control is Met (Column AB): Agency shall provide the description of how the control is met.

Topics:	Description:
Describe the solution.	
What is the shared responsibility model?	
Where is the solution physically hosted and with which hosting provider, including failover?	
Where are the administration, support and development teams located?	
What other services or solutions is the solution dependent on?	

Control	Control Name CONTROL ENHANCEMENT NAMES (are in caps)	Phase 1 Bid Response Proposer Response							Phase 2 Vendor SSP Response						Phase 3 Agency SSP Response											
		Requirement Managed by				Control Implemented as:			Control Applicability				Control Status		Describe how Control is Met			Control Applicability				Control Status		Describe how Control is Met		
		Agency	Vendor	Third Party (Identify who)	Shared (agency/vendor)	Base	Add-on	Third Party (Identify who)	Not supported	Description	Common Control	System Specific	Hybrid	Not Applicable	Implemented	Partially Implemented	Not Implemented	Description	Common Control	System Specific	Hybrid	Not Applicable	Implemented	Partially Implemented	Not Implemented	Description
AC-1	Access Control Policy and Procedures																									
AC-2	Account Management																									
	AC-2(1) AUTOMATED SYSTEM ACCOUNT MANAGEMENT																									
	AC-2(2) AUTOMATED TEMPORARY AND EMERGENCY ACCOUNT MANAGEMENT																									
	AC-2(3) DISABLE ACCOUNTS																									
	AC-2(4) AUTOMATED AUDIT ACTIONS																									
	AC-2(5) INACTIVITY LOGOUT																									
	AC-2(7) PRIVILEGED USER ACCOUNTS																									
	AC-2(9) RESTRICTION ON USE OF SHARED AND GROUP ACCOUNTS																									
	AC-2(12) ACCOUNT MONITORING FOR ATYPICAL USAGE																									
	AC-2(13) DISABLE ACCOUNTS FOR HIGH-RISK INDIVIDUALS																									
AC-3	Access Enforcement																									
AC-4	Information Flow Enforcement																									
	AC-4(21) PHYSICAL OR LOGICAL SEPERATION OF INFORMATION FLOWS																									
AC-5	Separation of Duties																									
AC-6	Least Privilege																									
	AC-6(1) AUTHORIZE ACCESS TO SECURITY FUNCTIONS																									
	AC-6(2) NON-PRIVILEGED ACCESS FOR NONSECURITY FUNCTIONS																									
	AC-6(5) PRIVILEGED ACCOUNTS																									
	AC-6(7) REVIEW OF USER PRIVILEGES																									
	AC-6(9) LOG USE OF PRIVILEGED FUNCTIONS																									
	AC-6(10) PROHIBIT NON-PRIVILEGED USERS FROM EXECUTING PRIVILEGED FUNCTIONS																									
AC-7	Unsuccessful Logon Attempts																									
AC-8	System Use Notification																									
AC-11	Device Lock																									
	AC-11(1) PATTERN-HIDING DISPLAYS																									
AC-12	Session Termination																									
AC-14	Permitted Actions without Identification or Authentication																									
AC-17	Remote Access																									
	AC-17(1) MONITORING AND CONTROL																									
	AC-17(2) PROTECTION OF CONFIDENTIALITY / INTEGRITY USING ENCRYPTION																									
	AC-17(3) MANAGED ACCESS CONTROL POINTS																									
	AC-17(4) PRIVILEGED COMMANDS AND ACCESS																									
AC-18	Wireless Access																									
	AC-18(1) AUTHENTICATION AND ENCRYPTION																									
	AC-18(3) DISABLE WIRELESS NETWORKING																									
AC-19	Access Control for Mobile Devices																									
	AC-19(5) FULL DEVICE AND CONTAINER-BASED ENCRYPTION																									
AC-20	Use of External Systems																									
	AC-20(1) LIMITS ON AUTHORIZED USE																									
	AC-20(2) PORTABLE STORAGE DEVICES																									
AC-21	INFORMATION SHARING																									
AC-22	Publicly Accessible Content																									
AT-1	Awareness and Training Policy and Procedures																									
AT-2	Security Awareness and Training																									
	AT-2(2) INSIDER THREAT																									
	AT-2(3) SOCIAL ENGINEERING AND MINING																									
AT-3	Role-Based Training																									
AT-4	Security Training Records																									
AU-1	Audit and Accountability Policy and Procedures																									
AU-2	Events Logging																									
AU-3	Content of Audit Records																									
	AU-3(1) ADDITIONAL AUDIT INFORMATION																									
AU-4	Audit Log Storage Capacity																									
AU-5	Response to Audit Processing Failures																									
AU-6	Audit Review, Analysis, and Reporting																									
	AU-6(1) PROCESS INTEGRATION																									
	AU-6(3) CORRELATE AUDIT REPOSITORIES																									
AU-7	Audit Record Reduction and Report Generation																									
	AU-7(1) AUTOMATIC PROCESSING																									
AU-8	Time Stamps																									
AU-9	Protection of Audit Information																									
	AU-9(4) ACCESS BY SUBSET OF PRIVILEGED USERS																									
AU-11	Audit Record Retention																									
AU-12	Audit Record Generation																									
CA-1	Assessment, Authorization, and Monitoring Policy and Procedures																									
CA-2	Security Assessments																									
	CA-2(1) INDEPENDENT ASSESSORS																									
	CA-2(3) LEVERAGING RESULTS FROM EXTERNAL ORGANIZATIONS																									
CA-3	System Interconnections																									
CA-5	Plan of Action and Milestones																									
CA-6	Authorization																									
CA-7	Continuous Monitoring																									
	CA-7(1) INDEPENDENT ASSESSORS																									
	CA-7(4) RISK MONITORING																									
CA-8	Penetration Testing																									
	CA-8(1) INDEPENDENT PENETRATION TESTING AGENT OR TEAM																									
	CA-8(2) RED TEAM EXERCISES																									
CA-9	Internal System Connections																									
CM-1	Configuration Management Policy and Procedures																									
CM-2	Baseline Configuration																									
	CM-2(2) AUTOMATION SUPPORT FOR ACCURACY AND CURRENCY																									
	CM-2(3) RETENTION OF PREVIOUS CONFILURATIONS																									
	CM-2(7) CONFIGURE SYSTEMS AND COMPONENTS FOR HIGH-RISK AREAS																									
CM-3	Configuration Change Control																									
	CM-3(2) TEST/VALIDATE/DOCUMENT CHANGES																									
	CM-3(4) SECURITY REPRESENTATIVE																									

