

CONTRACT #0585
STATE OF OREGON
INFORMATION TECHNOLOGY SERVICES AGREEMENT
(System Acquisition)

This Information Technology Services Agreement (this “Contract”) is entered into by and between the State of Oregon acting by and through its Public Utilities Commission (“Agency”), and Aeon Nexus Corporation, a Virginia corporation (“Contractor”) and is effective as of the Effective Date (defined below).

RECITALS

1. Agency desires to engage a Contractor to provide the implementation and ongoing maintenance and support for a consolidated Dockets and Discovery System the “Services” as defined below) to enable Agency to achieve specific business and Agency mission objectives defined in this Contract, including implementation and testing of the System (as defined below). To that end, Agency issued RFP #DASPS-2215-18.
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, Agency and Contractor agree as follows:

1. DEFINITIONS.

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

“**Acceptance Criteria**” means the criteria for accepting Deliverables under this Contract, including but not limited to Requirements, specifications in the 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 with the Acceptance Criteria of this Contract.

“**Agency Data**” means information created and information stored by Agency through the System, and information that is 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 Project.

“Application” or **“Application Services”** means the application and the right to use the application that Contractor is making available to Agency for use through a network connection, like the internet.

“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.

“Calendar Days” means contiguous days.

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

“Confidential Information” is defined in Section 9.1.

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

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

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

“Data Error” means errors in System data caused by failures in data conversion or failures caused by System processing. Data entry errors are not Data Errors.

“Defect” means a reproducible failure of the System to operate in accordance with the Requirements in Exhibit J and specifications in the Statement of Work, despite the proper use of the System. Defect levels are also referred to as “Priority” in the Service Level Agreement. A Defect may be due to a Data Error, or a problem with the System, Documentation, or both. Defect levels as follows:

Level 1 – Emergency. The System or a main subsystem is unavailable, preventing the System 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– Significant. Use of the System or a subsystem is interrupted or a System failure otherwise causes major functions to not operate or to operate with significantly incorrect results, such as data processing errors. There is no workaround.

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

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

Level 5 – System Enhancement. These items are future enhancements or new features not currently part of the solution.

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

“Delivery Schedule” means that attribute of the Statement of Work setting forth the completion date of each Milestone and the delivery date for each Deliverable.

“Documentation” means all documents, including documents that are Deliverables described in the Statement of Work and which may include any and all operator’s and user’s manuals, training materials, guides, commentary, listings, requirements traceability matrices and other materials for use in conjunction with and for the operation of the System and its components that are to be delivered by Contractor under this Contract. Documentation includes documents in hard copy or electronic form.

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

“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.

“EIS” means the Enterprise Information Services.

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

“Final Acceptance” criteria are in Section 3.6.

“Hardware” means the System hardware, equipment, and peripherals identified pursuant to Exhibit A, and all related Documentation, that Contractor will deliver to Agency pursuant to this Contract.

“Help Desk Support” means all necessary activities to assist the users to effectively and efficiently use the System. There is three levels of support:

Tier 1 Support. Provides basic software and hardware support to end users

Tier 2 Support. Provides more complex user support on software and is usually an escalation from Tier 1 Support.

Tier 3 Support. Provides yet more complex user support on software and is an escalation from Tier 2 Support. Includes resolution of data processing errors.

“Implementation Pilot” means testing of the entire System in the Production Environment with Agency Data that is accessible to a subset of all System users selected by the Agency at an Agency-designated test site.

“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 the Statement of Work.

“On Hold” means a status of a Defect that, upon agreement by both Agency and Contractor, will not require a response or resolution within the requirements of the Service Level Agreement.

“Personal Information” is defined in Section 9.3.

“Production Environment” is defined in the Statement of Work.

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

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

“Retention Amount” is defined in Section 6.3.

“Requirements” are the functions and elements required for the System. Requirements are in Exhibit J and will be managed via Deliverables identified in the Statement of Work.

“RFP” means the Request for Proposal #DASPS-2215-18.

“Schedule of Deliverables” means the attributes of the 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. The Schedule of Deliverables includes the current, Accepted Project Implementation Plan and Schedule.

“Services” means all effort to be expended by Contractor under the Contract, including installation, configuration, implementation, maintenance support, warranty services, and support.

“Service Level Agreement” or **“SLA”** means an agreement that defines specific elements of the Services, periods of time for completing the defined Services, measurable conditions for determining successful completion or performance of the System, and consequences for not

meeting the SLA. The SLA may contain conditions for starting, stopping, and pausing the measurement of the relevant time period.

“Software” is an all-inclusive term meaning any computer programs, routines, or subroutines supplied by Contractor, including operating software, programming aids, application programs, and software products.

“State” means the State of Oregon.

“Statement of Work” or **“SOW”** means the documents that describe the Services to be provided by Contractor, including the Tasks, Deliverables and Milestones, developments, Work Product, 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, the Payment Schedule for each Deliverable and Milestone, and any other items as agreed by the parties and attached hereto as Exhibit A, including as amended pursuant to Section 7. The Statement of Work includes Accepted Deliverables, including the Project Implementation Plan and Schedule, if specifically agreed upon in Exhibit A.

“System” means the sum total of the Services, the Deliverables, the Contractor Intellectual Property, the Third Party Intellectual Property the Software, the Hardware and the Documentation described in the Statement of Work that comprise the information system that Contractor will deliver, develop, install configure and implement under this Contract.

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

“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 Agency or Contractor. Third Party Intellectual Property includes Software owned by Third Parties, and derivative works and compilations of any Third Party Intellectual Property.

“Warranty Period” means one of the time periods that begins and ends on the dates specified in Section 3.7.

“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 the date on which this Contract is fully executed and approved according to applicable laws, rules and regulations, whichever is later. This Contract terminates at the end of the first year of annual user support and renews annually up to a maximum of ten (10) years, unless otherwise terminated or extended in accordance with its terms. Notwithstanding the foregoing, the term for any License or Maintenance and Support Agreements attached to this Contract is as specified in those agreements, unless any such term is terminated in accordance with the terms of this Contract.

3. SCOPE OF SERVICES.

3.1. Performance and Delivery.

3.1.1. **Responsibilities of Contractor.** Contractor shall perform the Services as set forth in the Statement of Work, in accordance with the current, Accepted Project Implementation Plan and Schedule and the standards and methodologies set forth in the Statement of Work and elsewhere in this Contract. Contractor agrees to perform the Services:

3.1.1.1. Employing a methodology that conforms to the standards established by the Project Management Institute (PMI) as described in the most recent version of the Project Management Body of Knowledge (PMBOK), , supplemented by standards set forth in ISO 12207; and

3.1.1.2. In compliance with standards established by DAS for quality assurance and quality management services. DAS' policies are found online at: http://www.oregon.gov/DAS/CIO/ITIP/Pages/IT_Investment_Oversight.aspx, which may be updated from time to time.

3.1.2. If Agency elects to have the Contractor provide Hardware, Contractor shall deliver any Hardware to the Agency F.O.B. destination, to the destination specified by Agency, and according to the Delivery Schedule approved by Agency. Title for the Hardware will pass to State for each piece of Hardware on the date of Final Acceptance. During the period that Hardware is in transit, and until the Hardware is tendered to enable Agency to take delivery of the Hardware, Contractor and its insurers, if any, relieve the Agency and State of the responsibility for all risk of loss of, or damage to, the Hardware. Thereafter, all risk of loss of, or damage to, the Hardware will be borne by State.

3.2. **Responsibilities of Agency.** If this Contract 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 fifteen (15) Business Days, Contractor's sole remedy is an extension of the applicable delivery dates corresponding to the delay caused by Agency. If Agency's failure to provide such resources exceeds fifteen (15) 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.

3.3. Delivery and Review of Deliverables.

- 3.3.1. Contractor shall deliver Deliverables and complete Milestones as set forth in the Statement of Work by no later than the date or dates set for delivery in the Statement of Work. Delivery dates, both critical and non-critical, are set forth in the Statement of Work and are subject to Agency performing its responsibilities in a timely manner.
- 3.3.2. 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 Implementation Plan and Schedule, Agency will determine whether the Deliverable meets Acceptance Criteria set forth in the Contract. 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 interim 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.
- 3.3.3. 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 the Agency's basis for rejection of the Deliverable. Upon receipt of notice of non-acceptance, Contractor shall, within a fifteen (15) 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 the 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 fifteen (15) 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.

3.4. Acceptance Testing.

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

- 3.4.1. **System Testing.** In accordance with Agency's written notice to proceed with System Testing, Contractor shall install and test the entire System in the Test Environment in accordance with the System Testing Task in Exhibit A, by using it in off-line processing of test data in order to determine if the System is in material conformance with Requirements set forth in Exhibit J, and in Deliverable 2.1, the functional design specifications document as that deliverable is Accepted at the time of testing under this section. If Level 1, Level 2, or Level 3 Defects are discovered in the System, 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 4 Defects at no additional charge to Agency within Agency-approved timeframes.
- 3.4.2. **User Acceptance Testing (UAT).** After Agency's acceptance of the final Deliverable, System Test Documentation and Results Report, the correction of all known Level 1, Level 2, and Level 3 Defects discovered prior to UAT, Agency will test the entire System by using it in a non-production environment using both test data and the Agency's converted operational data in order to determine if the System is in material conformance with Requirements set forth in Exhibit J, and in Deliverable 3.2, the functional design specifications document, as that Deliverable is Accepted at the time of testing under this section. Contractor shall deliver UAT Services in accordance with the UAT Task in Exhibit A. Agency will notify Contractor in writing of each Defect discovered during UAT in accordance with the Accepted User Acceptance Test Plan, and specify its level. Contractor shall correct all Level 1, Level 2, and Level 3 Defects identified during UAT at no additional charge to Agency, and resubmit the corrected System to Agency for retesting within ten (10) Business Days of a written notice of Defect, or longer period otherwise set forth by Agency in written notice. All such retesting will be done on an iterative basis and be completed by Agency no later than ten (10) Business Days after Contractor submission of the corrected System. Contractor shall correct all Level 1 Defects, Level 2 Defects, and Level 3 Defects prior to completion of UAT activities under this section. Contractor shall resolve Level 4 Defects discovered during UAT at no additional charge to Agency within Agency-approved timeframes.
- 3.4.3. **Implementation Pilot.** After Agency's Acceptance of the final Deliverable 3.2, UAT Test Results Report, and upon Agency's notice to proceed with the Implementation Task, Contractor shall install the System in the Production Environment for use on one rate case selected by Agency and prepare the Implementation Pilot site selected by Agency. For a period of ninety (90) days ("Implementation Pilot Period") Agency will test the entire System by using it in processing of Agency's converted operational data in the Implementation Pilot site in order to validate that the System is functioning in the Production Environment, validate the Implementation methodology, validate the user and site preparedness activities, and determine if the System is in material conformance with Requirements set forth in Exhibit J, and Deliverable 3.2, the functional design specifications document, as that Deliverable is Accepted at the time of activities under this section.

- 3.4.3.1. Except as provided below in the next section, if Level 1, Level 2, or Level 3 Defects are discovered during the Implementation Pilot Period, 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, or Level 3 Defect. Upon receipt of such written notice, Contractor shall correct any Level 1, Level 2, and Level 3 Defects within ten (10) Business Days from the date of the written notice, unless a different timeframe is agreed upon by both parties and resubmit the corrected System to Agency for retesting in accordance with this section at no additional charge to Agency. Agency will complete all such retesting no later than ten (10) Business Days after Contractor submission of the corrected System.
- 3.4.3.2. Beginning fifteen (15) Calendar Days prior to the end of the Implementation Pilot Period set forth in the current Accepted Project Implementation Plan and Schedule, if Level 1, Level 2, or Level 3 Defects are discovered, Agency will notify Contractor of the Defect in writing as soon as reasonably practicable, and will provide written notification of the Defect(s) no later than three (3) Business Days after discovery, and specify its level. Upon receipt of such written notice, Contractor shall correct any such Level 1, Level 2, or Level 3 Defects within three (3) Business Days from the date of the written notice, unless a different timeframe is agreed upon by both parties and resubmit the corrected System to Agency for retesting in accordance with this section at no additional charge to Agency. Agency will complete all such retesting no later than three (3) Business Days after Contractor submission of the corrected System.
- 3.4.3.3. Contractor shall resolve Level 4 Defects discovered during the Implementation Pilot Period at no additional charge to Agency within reasonable Agency-approved timeframes.

3.5. RESERVED

3.6. Final Acceptance. “Final Acceptance” of the System will occur when the following events have occurred or conditions exist:

- 3.6.1. Agency has notified Contractor that the System meets all Acceptance Criteria and all Acceptance Tests required pursuant to Section 3.4 have been successfully completed for the System including as specified in SOW, Contract Exhibit A, Task 5 – User Acceptance Testing Support;
- 3.6.2. The System is stable, complete, and operating correctly as specified in SOW, Contract Exhibit A, Task 8– Go-Live Implementation and Task 9 – Post Go-Live Support, without Level 1, Level 2, or Level 3 Defects;
- 3.6.3. All Documentation is complete, inventoried, and Accepted by the Agency. Contractor shall provide all Documentation as specified in the Statement of Work;

- 3.6.4. All Software, configuration data, and System configuration information are complete, and are stored and controlled under a configuration management system (ALM and SCM) as specified in the Statement of Work;
- 3.6.5. Contractor has delivered all source code and Documentation in accordance with the terms of this Contract, including the Statement of Work;
- 3.6.6. Agency has notified Contractor that State of Oregon authorizations to Accept the System have been received; and
- 3.6.7. Contractor has completed and Agency has Accepted Deliverables for User Training and Technical Training as specified in Exhibit A, Statement of Work, Task 6 Training Services.

3.7. Warranty Period.

3.7.1. **Post-Implementation Warranty Period.** Contractor shall warrant the System for a period of thirty (30) Calendar Days following Final Acceptance. 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 System that prevent the System from meeting the Acceptance Criteria and Contract warranties. Contractor shall cure Defects discovered during the Post-Implementation Warranty Period that prevent the System from meeting the Acceptance Criteria and Contract warranties.

3.7.2. **System Change Warranty Period.** Contractor shall warrant System changes made exclusively by Contractor that modify or enhance the System Accepted at Final Acceptance, and that are not Defect corrections, according to the support contract and in accordance with the SLA. Contractor shall, at no additional charge to Agency, furnish such materials and Services necessary to correct any Defects relating to the System change that prevent the System from meeting the Acceptance Criteria and Contract warranties. Contractor shall cure Defects discovered during the System Change Warranty Period that prevent the System from meeting the Acceptance Criteria and Contract warranties.

3.8. Performance Standards and Service Level Agreements and Maintenance and Support Agreements.

3.8.1. Contractor agrees to meet the performance standards and Service Level Agreements established in Exhibit A, Statement of Work, and Exhibit B, Performance Standards, during the Contract term. As needed to meet the Requirements, specifications, and the performance standards of the Contract, Contractor shall provide, maintain, and upgrade any Hardware and related equipment, and Software provided by Contractor and required for delivery and operation of the System.

3.8.2. Failure to Perform.

3.8.2.1. If Contractor fails to meet a performance standard, such as a Service Level Agreement, Contractor shall (i) investigate, assemble and preserve pertinent information with respect to, and report on the causes of, the problem, including performing a root cause analysis of the problem; (ii) advise Agency, as and to the extent requested by Agency, of the status of remedial efforts being undertaken with respect to such problem; (iii) minimize the impact of and correct the problem and begin meeting the performance standard; and (iv) take appropriate preventive measures so that the problem does not recur.

3.8.2.2. Contractor agrees to pay service credits specified in Exhibit B if Contractor fails to provide Deliverables and Services as and when required by the Statement of Work or fails to meet the performance metrics 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 System performance, and shall utilize the necessary measurement and monitoring tools and procedures required to measure and report Contractor's performance of the Services against the Service Level Agreements. 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.

3.8.4. Long Term Maintenance and Support. Following the Warranty Period, the Contractor shall provide maintenance and support in accordance with Exhibit B, Service Level Agreement.

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 and shall 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:

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

3.9.1.2. 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. Following receipt of the notice of termination (whether or not Contractor or Agency initiated the termination), Contractor shall not, without Agency's prior written consent, which will not be unreasonably withheld, transfer, reassign, or otherwise redeploy any of Contractor's personnel from providing Services under this Contract.
- 3.9.4. **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 the 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 the Oregon Department of Justice ("DOJ"). This plan will determine the nature and extent of Contractor's Transition Services obligations and detail the transfer of Services and Agency Data, but must not reduce Contractor's obligation under this Contract to provide all Services necessary for Transition. The Transition Period will commence on the start 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:
- 3.9.4.1. The respective Tasks and Deliverables to be completed by each party under the Transition Plan,
- 3.9.4.2. A schedule pursuant to which such Tasks and Deliverables will be completed, and
- 3.9.4.3. 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.
- 3.9.5. 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 DOJ-approved Transition Plan. If the Transition Period extends beyond the Contract term, the provisions of this Contract will remain in effect for the duration of the Transition Period.
- 3.9.6. Contractor shall complete the transition of Services and Agency Data 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.

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

3.9.7.1. Cooperate with Agency and any Agency-designated provider by promptly taking all steps required to assist Agency in completing the Transition Plan.

3.9.7.2. Provide Agency and any Agency-designated provider with all information regarding the Services, 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.

3.9.7.3. Promptly and orderly conclude all Services as Agency may direct. This includes the documentation of work in progress, return of property under Section 16.6, and other measures to provide an orderly transition to Agency and any Agency-designated provider.

3.9.8. **Wind-Down.** Upon the later of (i) the termination of this Contract or (ii) termination of the Transition Period, Contractor will cease to perform Services, and Agency will pay Contractor all amounts payable to Contractor for Deliverables and 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 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 the 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 the 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. Notwithstanding the foregoing, Contractor may replace Key Persons without Agency's consent in the event any Key Persons are no longer available due to circumstances beyond Contractor's reasonable control, such as death, illness, or termination of employment with Contractor. 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 the twenty-eight (28) Calendar Day period following Agency approval of the replacement Key Person.

4.1.1. Contractor shall not charge Agency, and Agency will not pay, for a replacement Key Person while such replacement acquires the project knowledge and skills necessary to perform the Services. Such period of non-charge will be agreed upon by the parties, and will last for a minimum of fourteen (14) Calendar Days but not more than twenty-eight (28) Calendar Days, and will be reflected as an adjustment to a fee for a Deliverable associated with the replacement Key Person's Services.

4.2. **Project Manager.** Contractor shall designate a Project Manager as a Key Person for the Services 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 a System that meets Final Acceptance criteria.

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

4.4. **Anti-Discrimination.** Contractor certifies that Contractor has a written policy and practice that meets the requirements described in House Bill 3060 (2017 Oregon Laws, chapter 212, codified at 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.

4.5. **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.

4.5.1. 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 Agency and Contractor. Nothing in this Contract will be construed to make Agency 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 who will perform Services under this Contract, and (ii) in the event that Contractor or its personnel are either employed by or performing services for the federal government, that no rules or regulations of the agency for which Contractor or its personnel work or are employed prohibit Contractor or its personnel from providing the Services under this Contract.
- 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 Agency 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 six hundred twenty-four thousand, five hundred thirty-five and nineteen hundredths Dollars (\$624,535.19) (the "Maximum Not-To-Exceed Compensation"), which includes payment for any allowable expenses for which Contractor may request reimbursement under this Contract, subject to adjustments as provided in this Agreement.

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 I for each Deliverable or Milestone completed, delivered to, and Accepted by Agency.

6.2.2. **Payment for Hardware.** Subject to the parties' agreement that Contractor will provide any Hardware under this Contract, Agency will pay Contractor for any Hardware delivered under this Contract upon Agency's Acceptance of the Hardware in accordance with the prices and delivery terms negotiated by the parties and memorialized in Exhibit I.

6.2.3. **Payment for Software.** Subject to the parties' agreement that Contractor will provide any Software under this Contract, Agency will pay Contractor for Software, including Third Party Intellectual Property (third party software), required and delivered under this Contract, upon Acceptance of such Software in accordance with the prices and delivery terms negotiated by the parties and memorialized in Exhibit I.

6.2.4. **Payment for Ongoing Annual Support.** Agency will pay to Contractor the price listed in Exhibit I for Ongoing Annual Support upon invoice from Contractor. Contractor may invoice annually, in advance for such services.

6.3. Retention Amount.

6.3.1. **Retention Amount for Services.** Agency may hold back an amount (the "Retention Amount") of not more than ten percent (10%) of any amount that is payable by Agency to Contractor for Services. Agency will pay the then-accrued Retention Amount to Contractor within thirty (30) Calendar Days following Final Acceptance.

6.3.2. **Retention Amount for Hardware and Software.** No retention amount will be withheld for purchases of Hardware and licenses for Third Party Intellectual Property.

- 6.4. **Expenses.** Agency will not pay or reimburse any expenses incurred by Contractor during the completion of the Services except as authorized in the Statement Work and Exhibit I. Any such authorized travel expenses must comply with the Oregon Travel Policy: <https://www.oregon.gov/das/Financial/Acctng/Documents/40.10.00.pdf>.
- 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 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. The invoices must also include the total amount invoiced to date by Contractor prior to the current invoice. 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. Payment is due Net 30 from invoice date.
- 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 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 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.
7. **Amendments.** This Contract may be amended, modified, or supplemented only by a written amendment signed by Agency and Contractor that, if required by applicable law, has been approved by DAS and for legal sufficiency by DOJ. Any amendment that provides for additional goods or Services may only provide for 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 all Exhibits hereto, by submitting a written proposal describing the desired change to the other party.
- 7.1. **Change Control.** Subject to the conditions above, amendments to Exhibit A, Statement of Work, Exhibit B, Performance Standards, and related costs 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 Exhibit A, Statement of Work, Exhibit B, Performance Standards, and related costs. If Contractor requests to make changes in its design or implementation of the System to enable the System 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 Exhibit A, Exhibit B, 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;

7.1.1.2. A detailed description of the Services to be performed under the Change Order;

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

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

7.1.1.5. Whether the changes are to be included in the System for Implementation;

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

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

7.1.2. A Change Order may alter only that portion of Exhibit A, Exhibit B, 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 approvals are received.

7.1.3. **Payments.** Subject to the foregoing provisions of this Section 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.

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 Services

performed under this Contract. Contractor grants Agency a non-transferable license to Contractor Intellectual Property that is non-exclusive, irrevocable, royalty-free, world-wide license to use, copy, display, distribute, transmit and prepare derivative works of Contractor Intellectual Property employed in the Work Product.

8.2. **Work Product.**

8.2.1. Work Product, including Agency Data, derivative works and compilations, and whether or not such Work Product is considered a “work made for hire,” is the exclusive property of Agency. The parties agree that all Work Product is “work made for hire” of which Agency is the author within the meaning of the United States Copyright Act. If for any reason the Work Product is not “work made for hire” Contractor hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all Work Product delivered under this Contract, 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. Contractor waives any and all rights relating to Work Product created pursuant to this Contract, including without limitation any and all rights arising under 17 USC 106A or any other rights of identification of authorship or rights of approval, restriction, or limitation on use or subsequent modifications.

8.3. **Third Party Intellectual Property.** Unless otherwise specified in Exhibit A 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 provided to Agency by Contractor during the term of the Contract necessary for Contractor to deliver Contract Services and Deliverables. In the event that 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 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 System for which Agency may be subject to a license must be approved in advance and in writing by Agency. If Contractor desires to include open source materials, Contractor shall:

8.4.1. Notify Agency in writing that the System contains open source materials,

8.4.2. Identify the specific portion of the System that contain open source materials, and

8.4.3. Provide a copy of the applicable license for each open source item to Agency.

8.5. **Agency Intellectual Property.** Agency owns all Agency Intellectual Property, including Agency Data and background information 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, Agency Data and background information, and 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 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 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, agents, or subcontractors in the performance of this Contract is deemed to be confidential information of Agency ("Confidential Information"). Contractor shall treat any reports or other documents or items (including software) 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. **Identity Theft.** In the performance of this Contract, Contractor may have possession or access to documents, records or items that contain "Personal Information" as that term is used in ORS 646A.602(12). Personal Information is a type of Confidential Information that is highly sensitive and subject to additional protection. Prior to the receipt of, and during the period in which Contractor has possession of or access to, any Personal Information, Contractor shall have and maintain a formal written information security program that provides safeguards to protect Personal Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-646A.628.

9.3.1. In addition to and without limiting the generality of Sections 9.1 and 9.2, Contractor shall not breach or permit breach of the security of any Personal Information that is contained in any document, record, compilation of information or other item to which Contractor receives access, possession, custody or control under this Contract. Contractor shall not disclose, or otherwise permit access of any nature, to any unauthorized person, of any such Personal Information. Contractor shall not use, distribute or dispose of any Personal Information other than expressly permitted by Agency, required by applicable law, or required by an order of a tribunal having competent jurisdiction.

9.3.2. Contractor shall promptly report to the Agency any breach of security, use, disclosure, theft, loss, or other unauthorized access of any document, record, compilation of information or other item that contains Personal Information to which the Contractor receives access, possession, custody or control in the performance of this Contract.

9.3.3. Contractor shall require the compliance of its employees, agents, and subcontractors with this Section 9.3.

9.4. **Security Policies / Non-Disclosure Agreement / Criminal Background Check.** The following is required of Contractor and its employees, agents, and subcontractors performing services under this Contract:

9.4.1. **Security Policies.** Contractor shall comply at all times with Agency's security policies attached as Exhibit K, as they are stated in this Contract or otherwise made available to Contractor.

9.4.2. **Non-Disclosure Agreement.** Contractor may upon Agency's request obtain executed non-disclosure agreements from Contractor's employees, agents, and subcontractors performing Services under this Contract.

9.4.3. **Criminal Background Check.** If requested by Agency, Contractor's employees, agents and subcontractors that will perform Services under this Contract must submit to a criminal background check completed by the State of Oregon. Such background check must occur prior to arrival on Agency premises or the Project Facility 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 System or premises based on the results of the background check.

9.5. **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.

9.6. **Breach Notification.** In the event either party discovers or is notified of a breach or potential breach of security relating to the System or Confidential Information, including a failure to comply with either party's confidentiality obligations under this Contract, either party shall immediately notify the other party's Authorized Representative of the breach or potential breach. If Agency determines that the breach or potential breach requires notification of Agency clients or employees, 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.

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 and will not allow any other party to 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 192.345 or ORS 192.355, 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 10 (ten) 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 and prior to the release of Confidential Information. 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 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 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 that will perform Services under this Contract.

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:

11.1.7.1. All tax laws of State, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

- 11.1.7.2. 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;
 - 11.1.7.3. 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
 - 11.1.7.4. 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.
- 11.1.9. Contractor will at all times be certified as a Microsoft Gold partner.
- 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. Through the expiration of the Post Implementation Warranty Period, all Deliverables delivered by Contractor to Agency, and the System as a whole, will materially conform to Acceptance Criteria set forth in this Contract, including the Statement of Work and any Documentation provided by Contractor, and be 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), Sixth Edition, the Software Engineering Institute and the Control Objectives for Information and related Technology (COBIT®) objectives, 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 <https://www.oregon.gov/das/Pages/policies.aspx#IT> as those policies are amended from time to time. In the event of a DAS IT Policy amendment that impacts the System or 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, subject to the limitations of manufacturers or third party providers.

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 through 646A.628, 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 System, at the time of delivery and installation, will be free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the software, collect unlawful personally identifiable information on users, or prevent the software from performing as required under the terms and conditions of this Contract. Notwithstanding the foregoing, this representation and warranty does not include a disabling device that limits, suspends or ends use of the Software expressly permitted by the terms and conditions by the license under which it was provided.

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 THE AGENCY'S USE OF THE SYSTEM 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 System 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 for which Contractor is not responsible.

12. INDEMNITIES.

12.1. **General Indemnity.** Contractor shall defend, save, hold harmless, and indemnify State 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 State from and against any claims, suits, actions, losses, damages, liabilities, costs and expenses attributable solely to the acts or omissions of Agency or State, 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 State and its agencies, subdivisions, officers, directors, employees and agents harmless from any and all third party claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to any claims that the Deliverables or the System or use thereof infringe or violate any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right (collectively, "Intellectual Property Rights") of any third party. If Contractor believes at any time that the Deliverables or the System 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 System continues to function in material conformance with the specifications set forth in this Contract. Contractor's failure or inability to accomplish any of the foregoing will be deemed a material breach of this Contract, and Agency may pursue any rights and remedies available to it under this Contract, including termination. Contractor 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 System other than as contemplated by this Contract, a Deliverable, the System specifications, or as otherwise authorized by Contractor in writing;

12.2.2. Use of the Deliverables or the System in a manner other than as contemplated in this Contract, a Deliverable, the System specifications, or as otherwise authorized by Contractor in writing; or

12.2.3. Use of the Deliverables or the System in combination, operation, or use of with other products other than as contemplated by this Contract, a Deliverable, the System specifications, or as otherwise authorized by Contractor in writing.

12.3. **Control of Defense and Settlement.** Contractor's obligation to indemnify Agency 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 may, at its election and expense, assume its own defense and settlement in the event that State determines that Contractor is prohibited from defending State, is not adequately defending State's interests, or that an important governmental principle is at issue and State 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 the State of Oregon or any of its employees resulting from, arising out of, or relating to the intentional, reckless or negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Contract

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 data loss or breach of security caused directly or indirectly by or resulting from the System 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 RECEIVED 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 it 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 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 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 FOR DEFAULT.

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. Termination of this Contract under Section 16.2;

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

15.1.3. Assessment of damages as a result of Contractor's failure to provide Deliverables and Services as and when required by Exhibit A, Statement of Work, or as a result of Contractor's failure to meet the performance metrics and Service Level Agreements specified in Exhibit B.;

15.1.4. Exercise of its right of setoff;

15.1.5. 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

15.1.6. The tax compliance remedies described in Section 18.

15.2. **Agency Remedies for Repetitive Service Level Agreement Failures.** Agency will have the right to pursue remedies for breach of contract if Contractor commits a material breach of this Contract's performance standards or the Service Level Agreements set forth in Exhibit B. A material breach of performance standards or a Service Level Agreement 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 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 the State of Oregon 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 Deliverables completed, delivered and Accepted; and, (ii) 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 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 within thirty (30) days.

16. TERMINATION.

- 16.1. **Agency's Right to Terminate.** Agency may, at its sole discretion, terminate this Contract, as follows:
- 16.1.1. Agency may terminate this Contract upon at least thirty (30) Calendar Days' prior written notice to Contractor.
 - 16.1.2. Agency may terminate this Contract if Agency fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for Contractor's Services.
 - 16.1.3. Agency may terminate this Contract if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the performance of the Services under this Contract is prohibited or Agency is prohibited from paying for such Services from the planned funding source.
 - 16.1.4. Agency may terminate this Contract if it does not receive authorization from EIS to continue with the System or the Services, or EIS authorization is withdrawn or modified in a way that Contractor's performance under this Contract is prohibited or no longer in the best interest of State.
- 16.2. **Agency's Right to Terminate for Cause.** In addition to any other rights and remedies Agency may have under this Contract, Agency may terminate this Contract, in whole or in part, immediately upon written notice to 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 Agency's right to extend the term of the Contract under Section 7, Agency 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. Agency will provide notice of an extension under this section to Contractor within 30 (thirty) Calendar Days of the then-scheduled Contract termination date.

16.6. **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, Agency Data, 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 whatever stage of development and form of recordation such Agency property is expressed or embodied at that time. Any property or 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.

17. **STOP-WORK ORDER.** Agency may, at any time, by written notice to Contractor, require Contractor to stop all or any part of the work 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. Cancel or modify the Stop Work Order by a supplementary written notice; or

17.2. Terminate the work as permitted by the provisions of Section 16.1, 16.2, or 16.4, Termination.

17.3. If the Stop Work Order is canceled, or Agency otherwise 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 this Contract and the Contract price 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 ten (10) 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. 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 this state. Contractor shall, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this 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 set forth 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:

- 18.3.1.1. Termination of this Contract, in whole or in part;
- 18.3.1.2. Exercise of the right of setoff, or garnishment as applicable, and withholding of amounts otherwise due and owing to Contractor, without penalty; and
- 18.3.1.3. 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.

18.4. 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 the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

18.5. **Changes in Law Affecting Performance.** Each party hereby agrees to 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.

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 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 and construed according to the laws of the State of Oregon without regard to principles of conflict of laws.

20. **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 K, Security Requirements;
Exhibit J, Requirements;
Exhibit B, Service Level Agreement;
Exhibit A, Statement of Work, including any attachments;
Exhibit C, Insurance;
Exhibit G, Reserved;
Exhibit I, Payment and Deliverable Schedule;
Exhibit D, Certification Statement For Independent Contractor;
Exhibit E, Contractor's Personnel;
Exhibit F, DAS and Agency's Personnel. And
Exhibit H, Reserved.

20.1. 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.

21. **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)(i)).

22. **RECORDS MAINTENANCE AND ACCESS.** Contractor shall maintain all financial records and other records relating to its performance under this Contract in accordance with generally accepted accounting principles and in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that Agency, the Oregon Secretary of State, 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 System 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.

- 23. 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 23, and provisions regarding Contract definitions, Warranty Periods and liabilities, independent Contractor status and taxes and withholding, maximum compensation, ownership and license of intellectual property and Deliverables, Contractor's duties of 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.
- 24. 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.
- 25. 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 acts or events beyond its reasonable control, including without limitation acts of God, acts of civil or military authority, government shutdown, future pandemic or escalation of current pandemic, 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 or Business Continuity obligations, or Agency payment obligations.
- 25.1. 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.
- 26. 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.
- 26.1.1. 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.
- 26.1.2. 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.
- 26.1.3. 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.

26.1.4. Any communication or notice by personal delivery will be deemed given when actually received by the appropriate Authorized Representative.

27. 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.

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

29. SUBCONTRACTS AND ASSIGNMENT. Contractor shall not enter into any subcontracts for any of the Services required by this Contract or assign or transfer any of its interest in this Contract without Agency's prior written consent which will not unreasonably withheld. Agency consent to a subcontract or assignment does not relieve Contractor of any of its duties or obligations under this Contract.

29.1. Any proposed use of a subcontractor which is located outside the United States must be called to the specific attention of Agency. All Services must be performed by staff physically located within the United States or its territories.

29.2. 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 Agency's consent.

30. SUCCESSORS AND ASSIGNS. The provisions of this Contract are binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, if any.

31. 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.

32. 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.

33. HEADINGS. The headings in this Contract are included only for convenience and do not control or affect the meaning or construction of this Contract.

34. 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.

35. 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:

35.1. 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;

35.2. 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, those tax laws listed in ORS 305.620 and ORS chapters 316, 317, and 318; (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;

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

35.4. The supplied Contractor tax identification numbers 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 PRIOR TO AGENCY OBTAINING ALL NECESSARY STATE APPROVALS.

AeonNexus, Contractor:

Signature:  Date: 04/28/2021

Printed Name, Title: Meghan A. Barkley, COO

Federal Tax ID: 54-1983534 Oregon Tax ID: 1731700-94

The State of Oregon, acting by and through the Oregon Public Utility Commission:

Signature:  Date: May 6, 2021

Printed Name, Title: Michael Dougherty Chief Operating Officer

The State of Oregon, acting by and through the Department of Administrative Service, Procurement Services:

Signature: *Lori Nordlien* Date: May 6, 2021

Printed Name, Title: Lori Nordlien Procurement Services Manager

LEGAL SUFFICIENCY APPROVAL: Signature:

Signature: Approved via email (see file) Date: 4/21/2021

Printed Name, Title: Jack McDonald, Senior Assistant Attorney General

Matter #: 868001/gf0967-18

EXHIBIT A

STATEMENT OF WORK

SECTION 1: PROJECT OVERVIEW

This Statement of Work (“SOW”) describes the Services and Ongoing Annual Support to be delivered by Contractor.

This SOW covers the schedule within which the Services will be delivered, to Implement and operate a single, comprehensive docketing and discovery system for Agency. The docketing and discovery system will replace Agency’s legacy docketing and eDiscovery applications. The “Legacy System” is the Agency’s existing BizApps, Dockets, and eDiscovery applications. Contractor shall configure and Implement the docketing and discovery system to meet Oregon’s security and hosting requirements, and support Agency’s adoption of industry best practices.

The Project scope includes Contractor providing and Implementing JusticeNexus DDS (“Application or Application Services”), inclusive of all Services and Documentation necessary for planning, configuration, Implementation, testing and training as well as ongoing operations and support. The Application Services must increase internal efficiencies by eliminating redundant and manual workflow processes. The Services must provide value through reduced Agency risk, a more productive and responsive workforce, and adaptability to changing business needs and advances in technology. The Application Services include the use of the Aquaforest tool provided by a subcontractor to the Contractor for managing PDF files. Agency approves Contractor’s use of Aquaforest as a subcontractor for this purpose.

This SOW also covers Ongoing Annual Support , which includes all of the Services and Documentation necessary for ongoing operations and support under this Contract, including Exhibit B (*Service Level Agreement*). As with the Application Services, the Ongoing Annual Support must support Agency’s internal efficiencies by eliminating the need for redundant and manual workflow processes, reduced Agency risk, provide a more productive and responsive workforce, and be capable of adaptability in order to change business needs and advances in technology.

SECTION 2: SCOPE OF WORK

Contractor is responsible for Tasks and Deliverables necessary to successfully configure and Implement the Application Services that constitute the docketing and discovery system.

Assumptions:

1. Agency will make its business owners, Agency Project Team, and IT personnel available to participate as identified in the Project Plans and communication plans.
2. Contractor shall timely respond to questions, attend all scheduled meetings, make every effort to obtain approvals, and provide information in a timely manner.

3. Contractor shall complete SOW Work offsite unless agreed upon by both parties and be responsible for their own workspace, including power, printing, network access/security, and internet access for each Key Person.
4. For Contractor's offsite work, Agency will provide appropriate software and security access to Agency infrastructure to enable Contractor's remote access.
5. Contractor shall observe State of Oregon business closure days, including government holidays identified by DAS.
6. Contractor shall maintain all Documentation in a central site, accessible by both Agency and Contractor.

2.2 Deliverable Requirements and Development

2.2.1 Deliverable Expectations Document (DED)

As part of the Deliverable development process, Contractor shall create a DED, similar to Attachment A, specifying the expectations of a Deliverable, such as the Deliverable description, applicable industry standards, SOW reference, Acceptance Criteria, and schedule. The DED must be reviewed and confirmed by the Agency Contract Administrator or delegate to validate expectations are identified before the Deliverable is actually developed. Contractor shall not begin development of a Deliverable until the DED is confirmed by Agency.

2.2.2 Deliverable Development

The first draft of a Deliverable must be version 0.1. The version number of each subsequent draft must increase by 0.1 until Agency Accepts the Deliverable and requests a final version.

Contractor shall provide required Deliverables within Contract requirements, including the Deliverable due date schedule set forth in Section 5, Payment and Deliverable Table; unless a different due date is agreed to in writing by Agency and Contractor.

If changes to a Deliverable are required after the Deliverable has been Accepted by Agency, Contractor shall update the Deliverable accordingly and resubmit the Deliverable as version 1.X as per the Deliverable Review and Response process in Contract Section 3.3.

2.2.3 Section 508 Compliance.

Contractor and the Application Services shall comply with Section 508 requirements regarding software and website accessibility for sight, hearing, and other physically impaired individuals or c ommit to achieving compliance and outline how they plan to achieve compliance within a reasonable timeframe.

SECTION 3: TASKS AND DELIVERABLES

Contractor shall configure and implement the Application to meet Exhibit J (*Requirements Matrix*) and Exhibit B (*Service Level Agreement*), and to otherwise meet the Acceptance Criteria.

Task 1 – Implementation Oversight and Management

Contractor shall develop and deliver a Project Implementation Plan, and Project Status Reports to cover the period from the Effective Date of this Contract through Final Acceptance. Task 1 Deliverables are:

Deliverable 1.1 – Kickoff Meeting Agenda & Meeting Minutes

Contractor shall facilitate a web conferencing based Project Kickoff Meeting with the Agency Project Team, which includes subject matter experts from various fields within five (5) Calendar Days of Contract execution. Contractor shall deliver a copy of the Kickoff Meeting agenda two (2) Calendar days prior to the meeting and the meeting minutes within seven (7) Calendar Days of completion of the Kickoff Meeting.

During the Kickoff Meeting, Contractor and Agency will define and outline at a minimum, the following:

1. Project timeline
2. Project roles, resources and responsibilities
3. Project communications plan
4. Schedule of regular status meetings
5. Key Project stakeholders

Deliverable 1.2 – “JusticeNexus DDS 101” Presentation Recording

Contractor shall facilitate a webinar presentation to introduce Microsoft Dynamics 365 platform to Agency end users. The purpose of this presentation is to have Agency end users understand the Microsoft Dynamics 365 system and familiarize Agency end users with the terms and navigation within the system as well as showing the features and functionality of JusticeNexus DDS. Within ten (10) Calendar Days, Contractor shall provide Agency with a digital multimedia (MP4) recording of the session for Agency end users to view on the intranet.

Deliverable 1.3 - Project Implementation Plan

Contractor shall develop and deliver a Project Implementation Plan that includes all phases of the Project. No implementation work can be completed until the Project Implementation Plan is approved by Agency. The Project Implementation Plan must include at least the following:

1. Project team roles and responsibilities for all parties
2. Potential risks associated with implementation and possible mitigation strategies
3. Project schedule with identified Project Milestones
4. Deliverable Schedule

5. Change Management Log
6. Escalation Procedures and Fallback Plan

Deliverable 1.4 – Weekly Project Status Reports

Contractor shall deliver Project Status Reports on a weekly basis. Weekly Project Status Reports must include at least the following:

1. Overall Project Health
2. Schedule Health
3. Budget Health
4. Milestones
5. Completed Tasks
6. Tasks Planned for Next Week
7. Current Risks, Issues, Roadblocks, and Recommendations

Task 2 – Discovery, Functional Design Specification document , and System Security Plan

Contractor shall analyze the Exhibit J (*Requirements Matrix*) and document an approach for determining how the Application will be configured to meet the Exhibit J (*Requirements Marix*) and support business processes. Contractor will interview Agency key persons to assist in understanding and document requirements by providing examples of forms, reports, data fields, and providing examples of use case and daily workstreams. Contractor shall work with Agency to document the “as-is” processes, workflows, templates, forms and reports. Additionally, Contractor will clarify and document any additional requirements identified in the Exhibit J (*Requirements Matrix*). Once the discovery phase is completed, Contractor shall develop a Functional Design Specification document .

Contractor shall develop and manage all configuration activities against the Accepted Functional Design Specification document that identifies exactly how the Services will meet Exhibit J (*Requirements Matrix*). Task 2 Deliverables are:

Deliverable 2.1 - Functional Design Specification document

Contractor shall develop and deliver a Functional Design Specification document. The Functional Design Specification document must identify how Contractor will approach system configuration, and must include Agency activities and Contractor’s Services necessary to provide Agency with a detailed understanding of how the Application will be configured to meet Exhibit J (*Requirements Matrix*). The Functional Design Specification document must identify how configuration options will be determined and documented, as well as the proper sequencing of activities to support configuration related activities. The Functional Design Specification document will provide the basis for for Agency decision-making regarding configuration and must include at least the following:

1. Approach to determining configuration needs
2. Plan for how configuration activities will be documented. This includes the following:

- a. Creation/modification of business rules
 - b. Creation/modification of data fields
 - c. Creation /modification of list values
 - d. Creation/modification of notifications
 - e. Creation/modification of user authentication
 - f. Creation/modification of other functionality to meet Exhibit J
(*Requirements Matrix*)
3. Plan showing how functional design data and process flow will be documented
 4. Plan for how Exhibit K (*Security Requirements*) will be incorporated into specification
 5. Plan showing how user authentication is accomplished for regular users and users with access to protected information and how Multi-Factor Authentication is implemented in the Application and aligned with State requirements.
 6. Final version of the user/security role list
 7. Final version of the System Message Plan
 8. Backup Strategy
 9. Recovery Strategy

Deliverable 2.2 – Discovery Communication Templates

The OPUC team will also be responsible for creating a documented Communication Plan that includes all wording, language, terminology and other information to be generated by the JusticeNexus DDR and sent to system users based on a variety of criteria. Contractor will provide the Discovery Communication Templates for notifications.

Deliverable 2.3 – Baseline System Security Plan

Contractor shall assist Agency in developing the Baseline System Security Plan (“SSP”) that is acceptable to Oregon’s Enterprise Information Services (“EIS”), Cyber Security Services (“CSS”) before the State will authorize the Application going into a production environment. Contractor shall develop and deliver assistance with the Baseline System Security Plan using the CSS-provided SSP Plan template:

<https://www.oregon.gov/das/OSCIO/Documents/SystemSecurityPlan.docx>

This Deliverable must include all known relevant information on the entire Application Services. This Deliverable is Level 3 data and Contractor shall contact Agency in order to submit it using CSS-authorized secure communication methods.

The Deliverable must include at least the following:

1. Information required in Section entitled “Technical System Description: Hardware, Network and Data Flow Diagram Description” of the SSP as a separate Visio file and include high-level view of modules, integrations, ports, protocols and services. This diagram must correspond with Section entitled, “Ports, Protocols and Services” of the SSP template.

2. Responses for Section entitled “Minimum Set of Controls” of the SSP must be detailed. Each response to the subsections must not be a restatement or simple acknowledgement of the requested information, but must provide sufficient explanation (unless it is not applicable). If a subsection is deemed not applicable, the Deliverable must articulate why.
3. When a policy, procedure or other document is referenced in a response, an electronic copy of the document must be provided as an attachment to the Deliverable.
4. Responses that include details about the frequency of activity must specify the frequency (example: monthly).

Note: This Deliverable will undergo a separate review by Agency and CSS that falls outside of the stated review timelines identified in Section 3.3 of this Contract.

Task 3 – Configuration

Contractor shall complete configuration activities in accordance with Accepted Deliverables for Tasks 1 and 2. Task 3 Deliverables are:

Deliverable 3.1 – Weekly Configuration Status Report

During the Configuration phase of Implementation, Contractor shall provide a Weekly Configuration Status Report. The Weekly Configuration Status Report must confirm the status of planned configuration activities outlined in Deliverable 2.1 and include at least the indication of status for each planned configuration activity, including the following:

- a. completed configuration items
- b. configuration items that were planned but not completed, including:
 - i. Reason for not being completed
 - ii. Status of item (e.g. canceled, on hold, moved to another phase, etc.)
- c. risks or issues discovered during configuration activities, including:
 - i. Description of risk or issue
 - ii. Potential mitigation strategies

Deliverables 3.2 – User Acceptance Testing Readiness Report

Contractor shall deliver a User Acceptance Testing (“UAT”) Readiness Report. This Deliverable will be used as a stage gate for moving the Project into UAT activities. PUC will have a chance to test the solution for 5 business days. Test will include backup and restore procedures. Contractor shall fix any bug identified by the PUC test before UAT.

The UAT Readiness Report must include at least the following:

1. Release Number
2. System/Software Version
3. Component Tested
4. Requirements Included in Release
5. Type of Tests Completed
6. Date of Tests

7. Results of Tests
8. Description of known Defects
9. Priority of known Defects
10. Assessment of UAT Readiness (based on test results)

Milestone: Configuration Demonstration

Contractor shall demonstrate the configured system. The Contractor shall be able to demonstrate that the System includes all of the completed configuration items described in Deliverable 3.1.

Task 4 – Migration

Contractor will work with Agency’s Project Team responsible for Agency’s current docketing program, BizApps, and Agency’s third-party discovery system to capture, validate and migrate existing data of the Legacy System , documents and other digital assets to the Application. Contractor shall test iterations of data migration in order to ensure success for go-live. The Migration should follow the process as noted below:

1. Contractor migrates all Agency data.
2. Agency tests the migration to ensure that all data is migrated. At this time the data migration plan can be refined to ensure all data is migrated.
3. Contractor resets the data migrated.
4. Contractor to migrate all data using the refined Data Migration Plan.
5. Repeat 2-4 until plan is accurate.

Deliverable 4.1 – Data Migration Plan

Prior to migration, Contractor shall develop and receive Acceptance of a Data Migration Plan that consists, at minimum, the following:

1. Data Mapping
 - a. Translation rules: show how data are interpreted.
2. Quality Assurance Plan
3. Data Integrity Plan
 - a. Show how data from the Legacy System is migrated to the Application after Pilot phase.

Deliverable 4.2 - Data Migration Results Report

Following migration, Contractor shall provide a Data Migration Results Report. The Data Migration Results Report must contain, at a minimum, the following:

1. Start and End times
2. Source and destination points
3. What was migrated

4. Updates to the Accepted Data Migration Plan on timeline for data that was not migrated
5. Options that were in place at the time of migration

Task 5 - User Acceptance Testing Support

UAT is the final testing performed when functional, system, QA, and regression testing is completed by Agency. Contractor shall provide UAT Support, which includes the Implementation of a UAT test environment, Release Notes, and User Acceptance Testing Readiness Report. Any data used in UAT must be de-identified and contain no personally identified or sensitive information. Agency will assist with identifying data that must be de-identified. Look-up values and other reference data will be pre-populated into the test environment. Task 5 Deliverables are:

Deliverable 5.1 – UAT Environment and Report

Contractor shall deliver and support a UAT Environment that supports all UAT activities.

The UAT Environment must:

1. Be a “production like” designated UAT use only environment that is separate from other testing environments (system, functional, etc.)
2. Be visibly distinguishable from production, development, or other environments used.
3. Be rigorously managed, and each release number/name prominently displayed where the UAT tester can see it.
4. Be maintained and updated as necessary to support effective UAT. The Database will be refreshed prior to each UAT instance when requested by Agency.

Deliverable 5.2 – Release Notes

Contractor shall provide any Release Notes that include the following:

1. Any updates to Application not provided to date
2. Description of any bugs or enhancements during UAT
3. Issue summary and resolution
4. Decision Notes that documents the reason for making such modification.
5. End user impacts
6. Support impacts

Deliverable 5.3 – User Acceptance Testing Readiness Report

Once Deliverable 5.1 is complete, Contractor shall provide a User Acceptance Testing Readiness Report that includes an evaluation that determines UAT can be completed. The following should be included in the UAT Readiness Report:

1. Analysis of all Requirements
2. Final UAT scripts (Agency to provide the content, AeonNexus to finalize all scripts)
 - a. Creation of UAT test plan

- b. Identify Test Scenarios
 - c. Create UAT Test Cases including boundary limitation (testing the boundaries of different data entry fields)
 - d. Preparation of Test Data (Production like Data)
3. Bug fixes of resolved tickets should be deployed to the UAT environment daily.
 4. Regular Daily standup status meetings (30 min tops)
 - a. Review of newly logged and resolved tickets
 - b. Describe next tasks
 - c. Regular review of logged/resolved tickets

Deliverable 5.4 – Pilot Readiness Assessment Report

Contractor shall deliver a Pilot Readiness Assessment Report. The Deliverable must provide a roll out strategy that provides at least the following:

1. Verification the Application are appropriately configured and operational
2. Assurance of availability of staff to support Pilot Period.
3. Verification that Agency and end user readiness training is complete
4. Confirmation of authorization from Pilot decision makers
5. Verification that escalation procedures and the fallback plan are in the Accepted Project Implementation Plan and agreed to by the project team
6. Verification that the Baseline System Security Plan is current and complete, including that any updates are Accepted
7. Verification of resolution of logged/resolved tickets

Task 6 – Training Services

Training Services provided by Contractor, will ensure that every end user is familiar and comfortable with using both Microsoft Dynamics 365 and the Application. Additionally, Contractor will provide the System Administrator Customization and Configuration Training to Agency’s designated staff. Contractor shall host and coordinate training session logistics in accordance with the current Accepted Training Plan, which may be updated by agreement of the parties.

Training will be at least four (4) topics with two (2) webinars each. Topics includes external administration, eFiling, eDiscovery, end user (unlicensed portal user and licensed user of company), global administration, internal users, internal eFiling, eDiscovery, power users (special rights and can modify/create workflow). At least one (1) webinar session for each topic will be recorded and made available on demand for authorized users to download. Contractor shall develop and deliver a Training Plan, Training Materials, and a Training Report, and provide Training Services in accordance with the Accepted Training Deliverables. Task 6 Deliverables are:

Deliverable 6.1 – Training Plan

The Training Plan must provide guidance and direction on how training will be approached based on Agency needs along with roles/responsibilities associated with training. The Training Plan must include at least:

1. Training overview
2. Roles and responsibilities for training (i.e. logistics, scheduling notifications, etc.)
3. Method for evaluating effectiveness
4. Plan for incorporating Agency training feedback in future training sessions
5. Training Schedule (including webinar information, set-up needed, any hardware or software requirements)
6. Identify common training risk and mitigation strategies

Deliverable 6.2 – Training Materials

Training Materials must be unique to the needs of the training audience. Accepted Training Materials must provide complete training for Agency and authorized users, covering at least:

1. Online training environment during training sessions for Agency users
2. Online User Guide for external users, which includes:
 - a. External Admin
 - b. External eFiling
 - c. External eDiscovery
 - d. External user (unlicensed for Portal)
 - e. External protected information user
3. Online User Guide for Agency staff (Internal Users). The Guide will:
 - a. Show users how to access all dockets and confidential information
 - b. workflow for staff to submit eDiscovery
 - c. workflows for staff to eFiling
4. Online User Guide for Agency Staff (Power Users). The Guide will include:
 - a. Internal eDiscovery Admin (fixing, workflow)
 - b. Internal eFiling Admin (fixing, no more gatekeeping, workflow)
 - c. Internal Power User (Special rights, workflow)
5. Online User Guide for Administrators
6. Online System Help guides
7. Recordings of all trainings that were provided by Contractor listed in deliverable 6.2

Deliverable 6.3 – Training Report

After each training session, Contractor shall provide a Training Report documenting the results of training. This Deliverable must include at least training results summary for each training event, which includes at least:

1. Date and location of training
2. Name of trainer(s)
3. Documentation of attendees

Task 7 –Pilot Period

Following training, Contractor will provide Agency with a Pilot Period phase, where for up to ninety (90) days and agreed upon between all parties, two use cases will be available to pilot users. During this period, Contractor will provide support to pilot users and make any fixes to identified issues. During the Pilot Period, Agency will engage with a 3rd party to perform a PEN test. If the Penetration (PEN) test reveals any vulnerability, Contractor will be required to fix them during the pilot period. During the first two months of the Pilot, Contractor shall submit a Pilot Resolution Report after 30 days and one after 60 days. At the end of the pilot, Contractor will submit a Final Pilot Resolution Report. The Task 7 Deliverable is:

Deliverable 7.1- 30 day Pilot Resolution Report

The Deliverable must include, at a minimum, the following:

1. Logged/resolved ticket items
2. Possible ramifications to existing Application caused by any fixes
3. Additional action taken based on resolved ticket items
4. Decision Notes that documents the reason for making such modification
5. Unresolved issue that requires resolution before Go Live
6. Performance of Application during Pilot and estimated resource need during production
7. Other actions prior to Go Live

Deliverable 7.2 – 60 day Pilot Resolution Report

The Deliverable must include, at a minimum, the following:

1. Logged/resolved ticket items
2. Possible ramifications to existing Application caused by any fixes
3. Additional action taken based on resolved ticket items
4. Decision Notes that documents the reason for making such modification
5. Unresolved issue that requires resolution before Go Live
6. Performance of Application during Pilot and estimated resource need during production
7. Other actions prior to Go Live

Deliverable 7.3 – Final Pilot Resolution Report

The Deliverable must include, at a minimum, the following:

1. Logged/resolved ticket items
2. Additional action taken based on resolved ticket items
3. Decision Notes that documents the reason for making such modification
4. Data sync plan with Legacy System
5. Other actions prior to Go Live

Task 8 - Go-Live Implementation

Following Agency Acceptance of Deliverables 5, 6 and 7, along with receipt of all required approvals, and written notice from Agency to proceed with Go-Live, Contractor shall Implement the Application. Deliverables for Task 8 include:

Deliverable 8.1 – Go-Live checklist

The Deliverable must include, at a minimum, the following:

1. Finalized Documents
 - a. Backup Strategy
 - b. Recovery Strategy
2. System Checks – Confirmation of the following:
 - a. System performance is satisfactory
 - b. Unique Business processes are satisfactory
 - c. Configuration is satisfactory
 - d. Additional changes to Application were satisfactory
3. Activity Check – Confirmation of the the following:
 - a. Discovery functions properly
 - b. Confidential discovery functions properly
 - c. Users are able to file all documentation properly
 - d. Program meets support staff requirements
 - e. All modules of program function properly
 - f. End users are able to produce reports
 - g. Docket search functions properly
4. General Issues and Problems
 - a. Outstanding issues identified from UAT

- b. Acceptance from Agency of ongoing support

Task 9 - Post Go-Live Support

Contractor will provide post Go-Live Support thirty days (30) following Go-Live Implementation. Contractor will support Agency staff with any system issues while Agency is utilizing the Application by providing a Aeon Nexus Support Portal. The Aeon Nexus Support Portal and Services will include, at a minimum:

1. Aeon Nexus Support Portal for Agency end users
2. Monitoring of program functionality
3. Corrections and resolutions of system incidents and problems
4. Communications with Agency help desk
5. Reporting, analytics and alert emails communicated to Agency end user
6. post conversion audits log
7. Maintain metrics of program issues and performance

Deliverable 9.1 – Final Post Go-Live Resolution Report

The Deliverable must include, at a minimum, the following:

1. Application meets all Business needs
2. Delivery of program requirements
3. Issue resolution and documentation
4. Decision Notes that documents the reason for making such modification to the Application.
5. Unplanned downtime and resolution
6. All requirements from the following Deliverables are met:
 - a. Functional Design Specification document
 - b. Baseline System Security
 - c. Configuration
 - d. Migration
 - e. UAT
 - f. Training
 - g. Pilot
 - h. Go-Live
 - i. Go-Live Support

j. Final Acceptance

Deliverable 9.2 - Project Close Out Documents

Contractor shall deliver Project Close Out Documents following Acceptance of all Deliverables, Implementation and Post Go-Live Support that provides Contractor's successful completion of all configuration and Implementation activities and correction of remaining Defects in accordance with Section #3.6 of this Contract. Contractor shall also ensure that the Application are fully operational and meet Exhibit J (*Requirements Matrix*) and Exhibit B (*Service Level Agreement*). This Deliverable must include, at a minimum, the following documents:

1. Summary of configuration activities completed
2. Number and Status of Remaining Defects, if any
3. Indication of Risks, Threats, or Potential Problems, including any transitioning to Ongoing Annual Support
4. Lessons Learned
5. Final Version of Functional Design Specification document
6. Final Version of Project Implementation Plan
7. Plan for transition to Ongoing Annual Support .

Task 10 – Ongoing Annual Support

Following Implementation Services Tasks 1-9 and Final Acceptance of the Application under Contract Section 3.6, Contractor shall deliver Ongoing Annual Support in accordance with the performance requirements of this Contract, including Exhibit B (*Service Level Agreement*).

Contractor shall provide support to update any System Security Plan changes and to verify Application is in conformance with Exhibit K (*Security Requirements*).

Deliverable 10.1 – Annual Issue Response Report – Contractor shall provide an Annual Issue Response Report that includes the following:

1. Report on Exhibit B (*Service Level Agreement*)
2. Status update on any Service issues, progress on any Upgrades, Technology Refresh, or Change Orders being planned or in progress.
3. Annual Assessment Results (including findings and Plan of Action and Milestones (“POAM”))

Deliverable 10.2 – Assisting Agency in Updating System Security Plan – Contractor shall provide support to update any System Security Plan changes and to verify Application Services are in conformance with Exhibit K (*Security Requirements*).

Deliverable 10.3 – Updated Application Configuration – At any time the Application is updated, Contractor shall provide an Updated Application Configuration document.

DELIVERABLE TABLE		
DELIVERABLE NUMBER	DELIVERABLE NAME	DELIVERABLE DUE DATE
TASK #1 – IMPLEMENTATION OVERSIGHT AND MANAGEMENT		
1.1	Kickoff Meeting (“KO”) Agenda and Meeting Minutes	Kick-Off Meeting Agenda two (2) days prior to meeting and Meeting Minutes within seven (7) Calendar Days from KO Meeting
1.2	“JusticeNexus DDS 101” Presentation Recording	KO + Fourteen (14) Calendar Days
1.3	Project Implementation Plan	KO + Fourteen (14) Calendar Days
1.4	Weekly Project Status Report	KO + seven (7) Calendar Days; then by end of day Fridays weekly thereafter
TASK #2 – DISCOVERY, FUNCTIONAL DESIGN SPECIFICATON AND SYSTEM SECURITY PLAN SUPPORT		
2.1	Functional Design Specification document	KO + thirty (30) Calendar Days
2.2	Discovery Communication Templates	KO + thirty (30) Calendar Days

DELIVERABLE TABLE		
DELIVERABLE NUMBER	DELIVERABLE NAME	DELIVERABLE DUE DATE
2.3	Baseline System Security Plan	KO + thirty-one (31) Calendar Days
TASK #3 – CONFIGURATION		
3.1	Weekly Configuration Status Report	Initial Delivery = seven (7) Calendar Days following the beginning of Task #3 – Configuration and weekly thereafter through the completion of Task #3
3.2	User Acceptance Testing Readiness Report	Seventy-seven (77) Calendar Days following the beginning of Task #3 – Configuration
TASK #4 – MIGRATION		
4.1	Data Migration Plan	Twenty-One (21) Calendar Days following the beginning of Task #4 – Migration
4.2	Data Migration Results Report	Twenty-one (21) Calendar Days following the beginning of Task #4 - Migration

DELIVERABLE TABLE		
DELIVERABLE NUMBER	DELIVERABLE NAME	DELIVERABLE DUE DATE
TASK #5 – USER ACCEPTANCE TESTING SUPPORT		
5.1	UAT Environment and Report	Seven (7) Calendar Days following the beginning of Task #5 – User Acceptance Testing Support
5.2	Release Notes	Seven (7) Calendar Days upon completion of release updates
5.3	User Acceptance Readiness Report	Twenty-eight (28) Calendar Days following the beginning of Task #5 – User Acceptance Testing Support
5.4	Pilot Readiness Assessment Report	7 Calendar Days following Acceptance of Deliverable 5.3
TASK #6 – TRAINING SERVICES		
6.1	Training Plan	Twenty-eight (28) Calendar Days following the beginning of Task #5 – User Acceptance Testing Support

DELIVERABLE TABLE		
DELIVERABLE NUMBER	DELIVERABLE NAME	DELIVERABLE DUE DATE
6.2	Training Materials	Twenty-eight (28) Calendar Days following the beginning of Task #5 – User Acceptance Testing Support
6.3	Training Report	Five (5) Calendar Days following each training session
TASK #7 – PILOT PERIOD		
7.1	30 Day Pilot Resolution Report	No later than thirty-five (35) Calendar Days following Pilot execution
7.2	60 Day Pilot Resolution Report	No later than sixty-five (65) Calendar Days following Pilot execution.
7.3	Final Pilot Resolution Report	No later than ninety (90) Calendar Days following Pilot execution
TASK #8 – GO-LIVE IMPLEMENTATION		
8.1	Go-Live Checklist	Upon completion of Task #7 - Pilot

DELIVERABLE TABLE		
DELIVERABLE NUMBER	DELIVERABLE NAME	DELIVERABLE DUE DATE
TASK #9 – POST GO-LIVE SUPPORT		
9.1	Final Post Go-Live Resolution Report	Thirty (30) Calendar Days following completion of Task #8 – Go-Live
9.2	Project Close Out Documents	30 Calendar Days following Task #8 – Go-Live
TASK #10 – ONGOING ANNUAL SUPPORT		
10.1	Annual Issue Response Report	At least annually (on or before the due date for the updated System Security Plan); otherwise as agreed upon
10.2	Assisting PUC in Updated System Security Plan	At least annually; due at least forty-five (45) Calendar Days prior to annual Ongoing Application Services payment as set forth in Exhibit I (<i>Payment Schedule</i>).
10.3	Updated Application Configuration	When updates have occurred to the Application.

Deliverable Expectation Document (DED)

<CONTRACT NUMBER>

<Deliverable Name/Number>

<Deliverable Due Date>

<MONTH DD, YYYY>

<CONTRACTOR NAME>

<Contractor Contact>

<Contractor Contact Info>

CHANGE LOG

[Note: Version number must match version in project repository.]

Version	Date	Summary of Changes	Authors	Reviewers
1	mm/dd/yy	Initial Draft		

1. DELIVERABLE EXPECTATION DOCUMENT INTRODUCTION

A Deliverable Expectation Document (DED) describes a deliverable or an artifact for the [insert Agency program]. This document contains the purpose, scope, organization, content, and review schedule for the deliverable. Reviewers determine whether to approve and accept the deliverable by evaluating it against the acceptance criteria within this document for the deliverable.

2. OVERVIEW OF THE DELIVERABLE

For artifact deliverables, this section outlines and describes the proposed Table of Contents or format (e.g., MS Word or Excel) of the deliverable.

Section	Title/Description
1	<p><section name> [Description of section] The subsections are: 1.1 <subsection name> 1.2 <subsection name></p>
2	<p><section name> [Description of section]</p>

The subsections are:

- 2.1 <subsection name>
- 2.2 <subsection name>

3. SAMPLE CONTENTS

[Include screen shots, sample graphics, or sample sections from the deliverable, if applicable; e.g., screen shot of spreadsheet column headers]

4. ACCEPTANCE CRITERIA

The [insert Agency program] will approve and accept the deliverable if it meets the following criteria, derived in part from the statement of work and other contract requirements as stated in Contract No. <Number>:

[Guidelines:

- ✓ Each criterion is a question; e.g., “Does the document contain numerous spelling errors?”
- ✓ Criteria reflect the requirements and standards as listed from the statement of work.]

Acceptance Criteria	Source (e.g., SOW, p. 50)
Does the deliverable contain numerous spelling errors?	
Does the deliverable include agreed upon table of contents?	

5. DED APPROVAL

The signatures following indicate this DED has been reviewed by all necessary project stakeholders and that the authorized signers reviewed, accept, and approve the content herein.

Approver Name and Title	Approver Signature	Date
<Name, Title>		mm/dd/yy

EXHIBIT B

SERVICE LEVEL AGREEMENT

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

6. FAILURE TO MEET PERFORMANCE REQUIREMENT

6.1. Service Credits (Liquidated Damages)

This Exhibit B (Service Level Agreement) will be measured once per month by Agency following Agency's Final Acceptance of Application Services. If Contractor does not deliver Application Services in accordance with this Exhibit B (Service Level Agreement) service credits will be issued to Agency. Monthly Services Credit is calculated as 1/12th of annual Ongoing Annual Support fee as set forth in Exhibit I (Payment Schedule). If Agency finds Contractor fails to meet the SLA requirement(s) for either Response or Resolution for a reported Defect (each reported Defect an "incident"), the following will be applied:

- 6.1.1. 5% of incidents fail – Agency is credited 2% of monthly service fees
- 6.1.2. 10% of incidents fail – Agency is credited 4% of monthly service fees
- 6.1.3. 15% of incidents fail – Agency is credited 6% of monthly service fees
- 6.1.4. 20% of incidents fail – Agency is credited 8% of monthly service fees
- 6.1.5. 25% of incidents fail – Agency is credited 10% of monthly service fees

7. MODIFICATIONS TO SERVICE LEVEL AGREEMENTS

7.1. 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:

- 7.1.1. Changes to service levels will be established based on current performance (at least three (3) months of service metrics) and business requirements, and
- 7.1.2. Additional requirements may be added based on business requirements.

7.2. Notice; Limit. Agency will send written notice to Contractor at least thirty (30) Calendar Days prior to the date that a mutually agreed-upon 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.

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

8. SUPPORT SERVICES/HELP DESK SERVICES

8.1. Support Services/Help Desk Services

Contractor shall deliver Agency only support services/help desk services from 8:00 a.m. – 5:00 p.m. PT, Monday through Friday (excluding State of Oregon and Contractor holidays) for at least the following Support Services / Help Desk Services:

8.1.1. **Tier 1 Support.** Agency Help Desk Services are Tier 1 of the Support Services, and include basic Application Services support to 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 does not 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.

8.1.2. **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.

8.1.3. **Tier 3 Support.** Provides yet more complex user support and is an escalation from Level 2 Support. Includes resolution of data processing errors, Application 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. .

8.2. 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.

9. SERVICE LEVEL AGREEMENTS

Contractor shall deliver Application Services in accordance with the Service Level Agreements in this Section 4 beginning with Final Acceptance.

Priority of Defect	Description	Contact Method	Response	Resolution
1 – Emergency	A problem with software or a component causing critical impact to Agency’s business operation. (1) Compromises the integrity of data, (2) does not leave an audit trail, (3) impairs the ability of a function or process to carry out essential processing; and (4) provides no reasonably acceptable work-around solution to allow work to continue within the system.	Portal, Phone	Immediate, with email status reports every two (2) hours until fixed within eight (8) hours.	Resolution shall be eight (8) hours from when Agency first reported the problem. If resolution is not reached within eight (8) hours, all parties to work continuously until problem is resolved.
2 – Significant	A defect that adversely affects the ability of a function or process to carry out critical processing but for which there is a work-around solution that is reasonably acceptable while the responsible party repairs the defect.	Portal	Two (2) hours, with email status reports every two (2) hours until fixed. Escalation to Microsoft if not fixed within forty-eight (48) hours.	Resolution shall be forty-eight (48) hours from when Agency first reported the problem. If resolution is not reached within forty-eight (48) hours, work should continue a normal workday basis until a permanent solution is in place.
3 – Normal	A defect that adversely affects the ability of a function or process but a practical workaround exists while the responsible party repairs the defect.	Portal	Eight (8) hours, with email status reports daily until resolved. Priority 1 or 2 takes priority over priority 3 tickets. If status is not “On Hold”, there will be an escalation to Microsoft if it is not fixed	Resolution shall be seventy-two (72) hours from when Agency first reported the problem. If resolution is not reached within

Priority of Defect	Description	Contact Method	Response	Resolution
			within seventy-two (72) hours. The clock resets if the ticket is put "On Hold".	seventy-two (72) hours, resolution is worked into a planned project repair and development schedule.
4 – Low	All other defects that do not reduce the integrity of the data or materially affect the ability of a function or process to carry out Agency Business Functions.	Portal	Sixteen (16) hours with email status reports every 2 days until resolved. Priority 1, 2, and 3 take priority over Priority 4 tickets. If status is not "On Hold", there will be an escalation to Microsoft if it is not fixed within seventy-two (72) hours. The clock resets if the ticket is put "On Hold".	Resolution is worked into a planned project repair and development schedule.
5 – System Enhancement	These items are future enhancements or new features not currently part of the Application Services.	Portal	No response other than a receipt. These items will be inserted into a list of potential enhancements.	Resolution is to provide the client with a list of future enhancements.

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. A primary policy or combination of a primary policy and excess policy is acceptable in order to meet the limits requirement.

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 State. This insurance must include personal and advertising injury liability, products and completed operations, and 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.

1.4 AUTOMOBILE LIABILITY INSURANCE.

Contractor shall provide Automobile Liability Insurance covering Contractor's business use including for all owned, non-owned, or hired vehicles with a combined single limit of not less than **\$1,000,000** for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

2. 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 to be performed under this Contract. The Additional Insured endorsement with respect to liability arising out of your 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 04 13 or equivalent.

3. TAIL COVERAGE.

If any of the required insurance is on a claims-made basis and does not include an extended reporting period of at least 24 (twenty-four) months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this Contract, for a minimum of 24 (twenty-four) months following the later of (i) Contractor's completion and Agency's acceptance of all Services required under this Contract, or, (ii) The expiration of all Warranty Periods provided under this Contract.

4. 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.

5. 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).

6. 6. 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 he/she 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

4/28/2021

EXHIBIT E

CONTRACTOR'S PERSONNEL

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

Authorized Representative:

Name and Title: Meghan A. Barkley, COO
Phone: 518-708-8971
Email: meghanbarkley@aeonnexus.com
Mailing Address: 138 State Street
Albany, NY 12207

Project Manager:

Name and Title: Tara Duke, Project Manager
Phone: 518-708-8971
Email: taraduke@aeonnexus.com
Mailing Address: 138 State Street
Albany, NY 12207

Other Key Persons:

Name and Title: Dennis Blaine, Engagement Manager
Phone: 518-708-8971
Email: dennisblaine@aeonnexus.com
Mailing Address: 138 State Street
Albany, NY 12207

EXHIBIT F

DAS and AGENCY PERSONNEL

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

Authorized Representative and Project Manager:

Name and Title: Michael Dougherty, Chief Operating Officer
Phone: (971) 273-9201
Email: Michael.Dougherty@oregon.gov
Mailing Address: 201 High St. SE #100, Salem, OR 97301

Assistant Project Manager:

Name and Title: Qing Liu, Chief Information Officer
Phone: (503) 580-0804
Email: Qing.Liu@oregon.gov
Mailing Address: 201 High St. SE #100, Salem, OR 97301

Invoice Contact Information:

Name and Title: Esteban Oliva, Accounting Technician 3
Phone: (971) 375-5096
Email: puc.invoice@puc.oregon.gov
Mailing Address: Not Applicable, electronic invoicing only

DAS Authorized Representative:

Name and Title: Kimberly Mainwaring, State Procurement Analyst
Phone: (971) 707-0081
Email: Kimberly.Mainwaring@oregon.gov
Mailing Address: 1225 Ferry St. SE, Salem, OR 97301

EXHIBIT G

RESERVED

EXHIBIT H
RESERVED

EXHIBIT I

PAYMENT SCHEDULE

TASK #1-9 DELIVERABLES ARE PAYABLE UPON FINAL ACCEPTANCE OF DELIVERABLE BY AGENCY.		
Milestone or Deliverable	Payment Amount	Task % Payment
TASK #1 – Implementation Oversight and Management		
1.1 – Kick-Off Meeting, Agenda and Meeting Minutes	\$ 520.00	10%
1.2 - Recorded "JusticeNexus DDS 101" Presentation	\$ 1,560.00	30%
1.3 - Project Implementation Plan	\$ 3,120.00	60%
1.4 - Weekly Project Status Reports	No Cost	0
TASK #1 TOTAL	\$ 5,200.00	100%
TASK #2 – Discovery, Functional Design Specification and System Security Plan		
2.1 - Functional Specification and Design Document	\$ 58,050.00	90%
2.2 - Discovery Communicaton Templates	\$ 6,450.00	10%
2.3 - Baseline System Security Plan	No Cost	0
TASK #2 TOTAL	\$ 64,500.00	100%
TASK #3 – Configuration		
3.1 - Weekly Configuration Status Report	No Cost	0
Milestone - After Configuration Demo	\$ 162,750.00	70%
3.2 - User Acceptance Testing Readiness Report	\$ 69,750.00	30%
TASK #3 TOTAL	\$ 232,500.00	100%
TASK #4 – Migration		
4.1 - Data Migration Plan	\$ 23,750.00	50%
4.2 - Data Migration Results Report	\$ 23,750.00	50%
TASK #4 TOTAL	\$ 47,500.00	100%
TASK #5 – User Acceptance Testing Support		
5.1 - UAT Environment and Report	\$ 14,600.00	20%
5.2 - Release Notes	No Cost	0
5.3 - UAT Readiness Report	\$ 36,500.00	50%
5.4 - Pilot Readiness Assessment Report	\$ 21,900.00	30%
TASK #5 TOTAL	\$ 73,000.00	100%
TASK #6 – Training		
6.1 - Training Plan	\$ 2,865.00	20%
6.2 - Training Materials	\$ 7,162.50	50%
6.3 - Training Report	\$ 4,297.50	30%
TASK #6 TOTAL	\$ 14,325.00	100%
TASK #7 – Pilot Period		
7.1 - Pilot Resolution Report (Month 1)	\$ 14,000.00	33%
7.2 - Pilot Resolution Report (Month 2)	\$ 14,000.00	33%

TASK #1-9 DELIVERABLES ARE PAYABLE UPON FINAL ACCEPTANCE OF DELIVERABLE BY AGENCY.		
Milestone or Deliverable	Payment Amount	Task % Payment
7.3 - Final Pilot Resolution Report (Month 3)	\$ 14,000.00	34%
TASK #7 TOTAL	\$ 42,000.00	100%
TASK #8 – Go-Live Implementation		
8.1 - Go-Live Checklist	\$ 8,600.00	100%
TASK #8 TOTAL	\$ 8,600.00	100%
TASK #9 – Post Go-Live Support		
9.1 - Final Post Go-Live Resolution Report	No Cost	0
9.2 - Project Close Out Documents	\$ 23,300.00	100%
TASK #9 TOTAL	\$ 23,300.00	100%
TOTAL IMPLEMENTATION COSTS	\$ 510,925.00	
*Ongoing Annual Support is payable after acceptance of Deliverables 10.1 and 10.2		
Ongoing Annual Support		Time Period
Deliverable 10.1 - Annual Issue Response Report	No Cost	Annually at Application Services renewal
Deliverable 10.2 - Updated Application Services Configuration	No Cost	When updates occur
Year 1 Annual User Support	\$ 28,982.19	Year 1 will be prorated based on actual Go-Live date.
Year 2 Annual User Support	\$ 42,314.00	Year 2 will be prorated for period from end of post go-live support to June 30, 2022 and then subsequently pay every year
Year 3 Annual User Support	\$ 42,314.00	
TOTAL SUPPORT COSTS	\$ 113,610.19	
TOTAL CONTRACT COSTS	\$ 624,535.19	

EXHIBIT J

SYSTEM REQUIREMENTS

Contract #0585					
Attachment J - Requirements Matrix					
ID	Process	Sub-Process	Functionality	Application Code	Comments
Process-Based Functional Requirements					
Maintain Contact Information					
FR1	Maintain Contact Information	Maintain Contact Information	Application allows Users to maintain contact information related to docketing, discovery, and other business operations.	Full	With proper permissions, internal OPUC users can update their contact information records. Specific fields available for update can be controlled through the JusticeNexus security matrix. Contact records are related in JusticeNexus' normalized database to other records to support docketing, discovery, and other OPUC business operations. External users (non-OPUC users) can update their contact information via the Profile screen within the Clinical and Case Management Application (DDS) public portal.
FR1.01	Maintain Contact Information	Organizations	<i>Organizations</i> - Application allows Users to maintain information for their organizations related to docketing and discovery.	Full	Properly permissioned users can update records related to their organization. Through the implementation of JusticeNexus' security, access to specific organization record types (and even specific fields) can be administered.

Contract #0585

Attachment J - Requirements Matrix

ID	Process	Sub-Process	Functionality	Application Code	Comments
FR1.01.01	Maintain Contact Information	Organizations	<i>Organization Creation</i> - Application allows Users to create a new organization.	Full	Properly permissioned users can create new organizations. Internal OPUC users can perform this operation using simple screens in JusticeNexus, and external users, if warranted by OPUC, can create new organisations via the public portal. Through the implementation of DDS' security, access to specific organization record types (and even specific fields) can be administered.
FR1.01.02	Maintain Contact Information	Organizations	<i>Organization Required Attributes</i> - Application allows Users to maintain a type (e.g. Regulated Utility, State Agency, or Civic Protection Group), full name, short name, address, phone number, fax number, e-mail address, and utility program (e.g. Water or Telecom) for an organization.	Configuration	The DDS is a highly configurable COTS Application, capable of allowing OPUC staff to configure the Application to maintain all organization-related data, including but not limited to the fields mentioned in FR1.01.02.
FR1.01.03	Maintain Contact Information	Organizations	<i>Organization Representatives</i> - Application allows Users to associate contacts with an organization.	Full	Contact records are the basis for all relationships defined within the JusticeNexus Application. JusticeNexus provides a 360-degree view of each contact, including cases, matters and investigations they are involved with and the roles they occupy, addresses, aliases, association with organizations, etc.

Contract #0585

Attachment J - Requirements Matrix

ID	Process	Sub-Process	Functionality	Application Code	Comments
FR1.01.03.01	Maintain Contact Information	Organizations	<i>Representative Type</i> - Application allows Users to select a representative type for an organization representative. For example, Official Representative, Water Program Representative.	Configuration	Representative Type is a configurable field whose values can be configured by OPUC business users as OPUC business needs change, without requiring IT or Aeon Nexus involvement.
FR1.01.04	Maintain Contact Information	Organizations	Merge- Application allows Users to merge two (2) or more organizations.	Full	Two organizations can be merged. Users can only select two at a time. When there are three or more organizations to be merged, users must merge two of them, and then merge any others with the organization created from the previous merge.
FR1.01.05	Maintain Contact Information	Organizations	Split - Application allows Users to split an organization into two (2) or more organizations.	NO	While an organization record can not be split by users into two or more organization records, new organizations can be easily created using a point-and-click interface, and can be related to other organizations.
FR1.02	Maintain Contact Information	Interest Lists	Interest Lists - Application allows User to maintain lists of contacts based on interest.	Configuration	Users may create and maintain lists of contacts based on interest. These lists can be viewed and maintained at the user level and/ or with other OPUC users and groups.
FR1.02.01	Maintain Contact Information	Interest Lists	Creation - Application allows Users to create an interest list.	Configuration	Based on OPUC-defined security roles, users will have the ability to create interest lists.

Contract #0585

Attachment J - Requirements Matrix

ID	Process	Sub-Process	Functionality	Application Code	Comments
FR1.02.01.01	Maintain Contact Information	Interest Lists	List Type- Application requires Users to record the list type. For example, Industry or Subject Matter.	Full	Using a simple interface, properly permissioned OPUC users may record list type as a list parameter and include any values OPUC wishes.
FR1.02.02	Maintain Contact Information	Interest Lists	Membership- Application allows Users to add or remove contacts within the list.	Full	Based on OPUC-defined security roles, users will have the ability to add or remove contacts from interest lists.
FR1.02.03	Maintain Contact Information	Interest Lists	Deletion (Proposed)- Application allows Users to propose deletion of an interest list.	Configuration	Based on OPUC-defined security roles, users will have the ability to delete interest lists.
FR1.02.03.01	Maintain Contact Information	Interest Lists	Deletion (Accepted) - Application requires Administrators to accept or decline deletion of an interest list.	Configuration	The Application can be configured using a point-and-click interface to require Administrator approval to delete an interest list.
FR1.03	Maintain Contact Information	Contacts	Contacts - Application allows Users to maintain contacts that are not associated with dockets.	Full	Contacts can be defined within JusticeNexus and not associated with any dockets.

Contract #0585

Attachment J - Requirements Matrix

ID	Process	Sub-Process	Functionality	Application Code	Comments
FR1.03.01	Maintain Contact Information	Contacts	Contacts Required Attribute - Application allows Users to maintain required attributes for contacts. For example, name, business phone number, e-mail address, associated organization, contact type.	Full	Data fields requiring input can easily be administered by properly permissioned OPUC users. JusticeNexus allows OPUC to denote fields as required with a red asterisk (*), or as "business suggested" as a blue plus sign (+), that will allow users to bypass entry when necessary. Fields can also become optional, required, or conditional based on dynamic attributes of the case, changes to data in other fields, or because of OPUC-defined business rules, etc.
FR1.03.02	Maintain Contact Information	Contacts	Contact Conditional Attributes - Application allows Users to maintain non-required attributes for contacts. For example, job title, mailing address, notes.	Full	Contact record fields can me marked as optional.
FR1.03.03	Maintain Contact Information	Contacts	Manual Input - Application allows Users to create and modify contacts manually.	Full	JusticeNexus allows OPUC users to manually create and modify contact records through its interface.
FR1.04	Maintain Contact Information	Registered Users	Registered Users - Application allows Users to maintain information for registered users.	Full	Any user can have a contact record in the justiceNexus Application. Subsequently, contact records can have registration records associated with them to denote their registration status, dates, etc.

Contract #0585

Attachment J - Requirements Matrix

ID	Process	Sub-Process	Functionality	Application Code	Comments
FR1.04.01	Maintain Contact Information	Registered Users	Registration- Application allows Users to register themselves or other users.	Full	Through the JusticeNexus portal, users can sign up and create a profile to register themselves. Each user will create their own unique profile that includes a username and password to gain access to the system. However, the Application will allow external portal users to create/add an authorized user to access their account, using different login credentials.
FR1.04.01.01	Maintain Contact Information	Registered Users	Username - Application requires Users to provide a username.	Full	Portal authentication requires a user name.
FR1.04.01.02	Maintain Contact Information	Registered Users	Password- Application requires Users to provide a password for a registered user.	Full	Portal authentication requires a password.
FR1.04.01.03	Maintain Contact Information	Registered Users	Organizational Claim - Application allows Organization administrators to register users who will be associated with the same organization.	Full	Organizational administrators may register users who will be associated with that organization.
FR1.04.01.04	Maintain Contact Information	Registered Users	No Claim - Application requires that Users who register themselves will not be associated with an organization.	Configuration	The JusticeNexus portal can be configured to allow registered Users to not be associated with an organization.

Contract #0585

Attachment J - Requirements Matrix

ID	Process	Sub-Process	Functionality	Application Code	Comments
FR1.04.01.05	Maintain Contact Information	Registered Users	User Groups -Application requires Users to assign a new registered user to one (1) or more user groups.	Configuration	Through simple configuration, the Application will require users to assign a new registered user to one or more user groups.
FR1.04.02	Maintain Contact Information	Registered Users	User Required Attributes - Application allows Users to maintain their required attributes. For example, last name, first name, mailing address, physical address, e-mail address, business phone number, and password.	Full	With proper permissions, internal OPUC users can update the required attributes of their contact information records. Specific requirements and fields available for update can be controlled through the JusticeNexus security matrix. External users (non-OPUC users) can update the required attributes of their contact information record(s) via the Profile screen within the JusticeNexus public portal.
FR1.04.03	Maintain Contact Information	Registered Users	User Conditional Attributes -Application allows Users to maintain their non-required attributes. For example, cell or alternative phone number.	Full	With proper permissions, internal OPUC users can update the non-required attributes of their contact information records. Specific requirements and fields available for update can be controlled through the JusticeNexus security matrix. External users (non-OPUC users) can update the non-required attributes of their contact information record(s) via the Profile screen within the JusticeNexus public portal.
FR1.04.04	Maintain Contact Information	Registered Users	Authentication- Application allows Users who have previously	Full	Users that have previously registered can easily authenticate to the system using a username and password combination.

Contract #0585

Attachment J - Requirements Matrix

ID	Process	Sub-Process	Functionality	Application Code	Comments
			registered to authenticate to the system.		
FR1.04.04.01	Maintain Contact Information	Registered Users	Managed Identity - Application allows Users to use single sign-on to authenticate with their PUC-managed identity. For example, an Azure AD identity.	Full	JusticeNexus relies on integration with Microsoft Azure Active Directory (AD) for identity and access management (IdAM) to support Single Sign-On (SSO) to identify and authenticate users to the system. This model supports AD synchronization were OPUC to run a hybrid model, whereby certain users are authenticated on-premise and access JusticeNexus in the GCC; OPUC users need only authenticate once locally, and the Application will allow them to access JusticeNexus without having to login again.

Contract #0585

Attachment J - Requirements Matrix

ID	Process	Sub-Process	Functionality	Application Code	Comments
FR1.04.04.02	Maintain Contact Information	Registered Users	Two-Factor Authentication - Application allows Users who lack a PUC-managed identity may set up two-factor authentication.	Full	<p>Azure AD provides Conditional Access control settings that allow OPUC to define polices and track adherence. Commonly applied policies include:</p> <ul style="list-style-type: none"> • Requiring multi-factor authentication for users with administrative roles; • Requiring multi-factor authentication for Azure management tasks; • Blocking sign-ins for users attempting to use legacy authentication protocols; • Requiring trusted locations for Azure Multi-Factor Authentication registration; • Blocking or granting access from specific locations • Blocking risky sign-in behaviors; and • Requiring organization-managed devices for specific applications.
FR1.04.05	Maintain Contact Information	Registered Users	Deauthentication- Application allows Users who are authenticated to the system to log off the system.	Full	Users can sign out of the system, once logged in.
FR1.04.06	Maintain Contact Information	Registered Users	Interested List Subscription - Application allows Users who are registered to subscribe to an interest list.	Configuration	The Application will be configured to allow registered users to subscribe to an interest list.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
FR1.04.06.01	Maintain Contact Information	Registered Users	Approval - Application allows Users to accept or deny a contact's request to join or leave an interest list.	Configuration	The Application will be configured to accept or deny a contact's request to join or leave an interest list.
FR1.04.07	Maintain Contact Information	Registered Users	Docket Participation- Application allows Registered Users to add themselves to a docket.	Configuration	The Application will be configured to allow users to add themselves to a docket.
FR1.04.07.01	Maintain Contact Information	Registered Users	Party Group Assignment - Application allows Users to assign a docket participant to a party group if the participant is from an external organization.	Configuration	The Application will be configured to allow users to assign a docket participant to a party group if the participant is from an external organization.
FR1.05	Maintain Contact Information	Docket Subscribers	Docket Subscribers - Application allows Users to subscribe to receive docket notifications by providing identifying and contact information. For example, name, address, phone number, e-mail address.	Configuration	Using a point-and-click interface, the Application can be configured to allow Users to subscribe to receive docket notifications by providing identifying contact information.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
FR1.06	Maintain Contact Information	E-mail Generation	Email Generation- Application allows Users to generate an e-mail to contact(s) and/or interest list(s) using their default e-mail application	Full	OPUC users may send emails from directly within JusticeNexus. The email will become part of the case history, and will be displayed in the timeline along with any other activities, correspondence, etc. Our Application also offers native integration with Microsoft Exchange and Outlook. users can access the JusticeNexus Application from directly within Outlook. They can track emails, threads and attachments from Outlook and attach them to specific cases within JusticeNexus.
FR1.07	Maintain Contact Information	Modification	Modification - Application allows Users to modify registered user, contact, and subscriber attributes in accordance with attribute requirements.	Full	Properly permissioned OPUC susers may modify record attributes as defined by OPUC.
FR1.08	Maintain Contact Information	Contact Information Administration	Contact Information Administration- Application allows Administrators to configure options for contact information.	Full	Our proposed Application supports the ability for system administrators to configure options for contact information. Fields can be added, deleted, made optional or required, etc.
FR1.08.01	Maintain Contact Information	Contact Information Administration	Organization Administrators - Application allows Administrators to create users who are organization	Configuration	Through configuration, the Application will allow system administrators to create "organizational administrator users" associated with a particular organization.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
			administrators and are associated with an organization.		
Process Filings and Discovery					
FR2	Process Filings and Discovery Items	Process Filings and Discovery Items	Process Filings and Discovery Items - Application allows Users to process filings and discovery items.	Configuration	Filings and discovery items can be saved to a SharePoint repository associated with each case. Upon receipt of a file or discovery item, automated workflows designed and administered by OPUC can process actions, provide notifications to OPUC users and groups, etc.
FR2.01	Process Filings and Discovery Items	Filer Registered	Filer Registered - Application requires Users to authenticate to upload a document	Full	Users must authenticate prior to uploading any documents. In this way, the DDS audit trail is maintained.
FR2.02	Process Filings and Discovery Items	Filing Creation	Filing Creation - Application allows Users to submit a filing or discovery item by uploading one (1) or more documents.	Full	Authenticated Users can upload one or more documents to be stored in a secure SharePoint repository associated with each case. Users can upload an unlimited number of documents or files of any type, and create folders to organize digital assets.
FR2.02.01	Process Filings and Discovery Items	Filing Creation	Upload Type - Application requires Users to differentiate filings from discovery items.	Configuration	As part of implementation, the DDS portal can be configured to differentiate filing types from discovery items.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
FR2.02.02	Process Filings and Discovery Items	Filing Creation	Multiple Dockets - Application allows Users to associate a single instance of a new filing with one (1) or more new or existing dockets.	Full	The DDS allows Users to upload and associate each filing with one or more dockets.
FR2.02.03	Process Filings and Discovery Items	Filing Creation	Closed Docket - Application notifies Users if they are uploading to a closed docket, and verify their intent.	Configuration	As part of implementation, the DDS portal can be configured to notify Users that they are uploading to a closed docket and can then require the user to verify their intent.
FR2.02.04	Process Filings and Discovery Items	Filing Creation	Required Attributes - Application requires Users to provide required attributes for a new filing or discovery item. For example, filing code, protection level, associated dockets, associated data request.	Configuration	As part of implementation, the DDS portal can be configured to require Users to specify required attributes defined by OPUC for each filing or discovery item. This functionality can be updated in the future by OPUC using a point-and-click interface.
FR2.02.05	Process Filings and Discovery Items	Filing Creation	Conditional Attributes - Application allows Users to provide non-required attributes for a filing or discovery item.	Configuration	As part of implementation, the DDS portal can be configured to require Users to specify non-required attributes defined by OPUC for each filing or discovery item. This functionality can be updated in the future by OPUC using a point-and-click interface.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
FR2.02.06	Process Filings and Discovery Items	Filing Creation	Filer - Application records the filer for a document.	Full	Each User will authenticate prior to uploading a filing or discovery item. This User information will be recorded with the upload transaction for traceability and audit adherence.
FR2.03	Process Filings and Discovery Items	Modification	Modification - Application allows Users to update attributes for a filing or discovery item in accordance with attribute requirements.	Configuration	As part of implementation, the DDS portal can be configured to allow Users to update attributes defined by OPUC for each filing or discovery item. This functionality can be updated in the future by OPUC using a point-and-click interface.
FR2.04	Process Filings and Discovery Items	Filing Administration	Filing Administration - Application allows Administrators to configure options for filings.	Full	This functionality can be updated in the future by OPUC Administrators using a point-and-click interface.
FR2.04.01	Process Filings and Discovery Items	Filing Administration	Document Count Limits - Application allows Administrators to limit the number of documents that may be uploaded, based on docket attributes. For example, a data request response may allow only a single document.	Configuration	As part of implementation, the DDS portal can be configured to allow Users to limit the number of documents and digital assets that can be uploaded, based on docket attributes. This functionality can be updated in the future by OPUC using a point-and-click interface.
FR2.05	Process Filings and Discovery Items	Filing Upload	File Size - Application accepts large file size up to 5 GB.	Full	Our Application accepts files up to 15 GB.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
FR2.06	Process Filings and Discovery Items	Filing Upload	File Types - Application accepts all file types.	Full	Our Application accepts any type of file.
Managed Docket					
FR3	Managed Docket	Managed Docket	Managed Docket - Application allows Users to manage and participate in dockets.	Full	Our proposed Application is built on Microsoft Dynamics 365, allowing for faster development while providing an ideal framework for docket creation and discovery management as it contains out-of-the-box features, including: <ul style="list-style-type: none"> • A ready-to-use, normalized data structure for transaction management; • A role-based security model; • A public-facing portal that allows profile creation and document and digital asset upload; • Native integration with Microsoft Office tools; • A familiar responsively designed web-based user interface of views and forms; • Robust reporting capabilities; • Audit tracking; and • Web services to extend the Application and integrate with external data sources and systems.
FR3.01	Managed Docket	Docket Creation	Docket Creation - Application allows Users to create a docket.	Full	Properly permissioned Users may create dockets.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
FR3.01.01	Managed Docket	Docket Creation	Required Attributes - Application requires Users to provide required attributes for a new docket. For example, docket designator, docket name, docket number, publish flag.	Configuration	Required docket attributes are definable and can be updated by OPUC.
FR3.01.02	Managed Docket	Docket Creation	Conditional Attributes - Application allows Users to maintain a docket's non-required attributes. For example, utility company, effective date, public meeting date, for acknowledgement only flag, initial filing date, active advice number, status, closed flag, suspension expiration date, physical file location, contested case flag, last significant order number, protective order flag, statutory due date, related dockets, locations served, docket subtype, ARB agreement replaced, lead docket, year of nonpayment or amount due, keywords.	Configuration	The DDS allows OPUC to define an unlimited number of custom fields to collect, store, track and report on any non-required docket attribute that OPUC desires.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
FR3.02	Managed Docket	Modification	Modification- Application allows Users to modify docket attributes in accordance with attribute requirements.	Configuration	Through configuration of security roles, OPUC users will be granted permission to modify docket attributes in accordance with attribute requirements and OPUC business processes.
FR3.03	Managed Docket	Consolidation	Consolidation - Application allows Users to consolidate one (1) or more dockets into a lead docket, including consolidating the dockets' participants.	Full	Dockets can be consolidated to relate dockets and have one docket act as a "lead docket", without losing any historical information, including docket participants.
FR3.03.01	Managed Docket	Consolidation	Lead Docket - Application requires Users to identify the lead docket.	Configuration	The DDS will be configured using a point-and-click interface to require the User to identify the lead docket.
FR3.04	Managed Docket	Bifurcation	Bifurcation - Application allows Users to bifurcate a docket into multiple dockets, including duplicating the dockets' participants.	Configuration	Through simple configuration, the DDS allows properly permissioned OPUC Users the ability to bifurcate dockets into multiple dockets and will duplicate the initial docket's participants into the bifurcated dockets.
FR3.05	Managed Docket	Participants	Participants - Application allows Users to manage the participants associated with a docket. For example, Administrative Law Judges (ALJs), utility managers, utility tariff analysts, principal staff, supporting staff, associate	Full	Dockets are displayed within a tabbed interface that denotes all participants. Specific layout of forms and placement of fields can be configured to meet OPUC's needs. All docket participants can be administered, added, modified, and deleted from a single docket interface.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
			attorney general, party representatives.		
FR3.05.01	Managed Docket	Participants	Participant Addition - Application allows Users to add any registered user to a docket.	Full	Properly permissioned Users may add any registered user to a docket.
FR3.05.02	Managed Docket	Participants	Participant Removal - Application allows Users to remove a contact from a docket.	Full	Properly permissioned Users may remove any registered user to a docket.
FR3.05.03	Managed Docket	Participants	Party Group Creation - Application allows Users to create a party group.	Configuration	Through simple configuration, the DDS allows properly permissioned OPUC Users the ability to create party groups and add contacts to each party group, then add party groups to dockets.
FR3.05.04	Managed Docket	Participants	Party Group Removal - Application allows Users to remove a party group from a docket if no participants are associated with the group.	Configuration	Through simple configuration, the DDS allows properly permissioned OPUC Users the ability to remove party groups from dockets.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
FR3.05.05	Managed Docket	Participants	Participant Association - Application allows Users to associate a registered user with a docket party group. For example, an organization administrator may add members of his/her organization or members of other organizations, such as attorney's offices.	Configuration	Through simple configuration, Users can add registered users to party groups that will then associate that user to the dockets associated with that party group.
FR3.05.06	Managed Docket	Participants	Participant Disassociation - Application allows Users to disassociate a registered user from a party group.	Configuration	Through simple configuration, Users can disassociate registered users from party groups.
FR3.05.07	Managed Docket	Participants	Confidential Access - Application allows Users to select which contacts within a docket party have access to a docket file that contains confidential data.	Full	Our Application allows properly permissioned Users to select which other contacts have access to each docket file.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
FR3.06	Managed Docket	Events	Events - Application allows Users to create, modify, and delete docket events.	Configuration	Our DDS Application includes the concept of docket events. Docket events can be created (even automatically scheduled) within the DDS and data related to that event can be captured, tracked, queried and reported as an event. Properly permissioned OPUC users may create, review, modify, and delete docket events and event participants as necessary. Docket events can be tracked within the docket record to provide OPUC users with a chronology of events related to the docket.
FR3.06.01	Managed Docket	Events	Event Invitations- Application allows Users to send calendar invitations in iCalendar-based (ICS) format from the docket event to selected docket participant.	Full	Our Application offers native integration with Microsoft Office and Outlook, enabling OPUC to send calendar invitations in ICS format from the docket event to docket participants.
FR3.06.02	Managed Docket	Events	Event Invitees - Application allows Users to indicate the docket participants who are necessary for the event.	Configuration	Properly permissioned OPUC users may add, review, modify, and delete event participants as necessary.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
FR3.07	Managed Docket	Due Dates	Due Dates - Application allows Users to create, modify, and delete docket due dates.	Full	Docket due dates can be created, modified and deleted by properly permissioned OPUC users. These dates can be used in automated workflows to trigger alerts and notifications to users and party groups, or to affect changes to the record(s) automatically.
FR3.08	Managed Docket	Docket History	Docket History- Application allows Users to view a docket history.	Full	Full global and docket-level audit history is available to properly permissioned OPUC users.
FR3.08.01	Managed Docket	Docket History	Automated Entries - Application allows entry after docket changes occur. For example, the history will note that a filing was added, a data response was received, or a preheating conference has been scheduled.	Full	All changes including the adding of a filing, when data was received, when events are scheduled, etc. are included in the DDS audit log and available to properly permissioned OPUC users.
FR3.08.02	Managed Docket	Docket History	Manual Entries - Application allows Users to add a docket history entry that is not associated with a filing or discovery item being uploaded.	Full	Our Application offers "Notes and Activities" associated with each docket record in the DSS. This facility can be used to allow OPUC users to add history events not associated with a filing or discovery item being loaded to the docket.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
FR3.09	Managed Docket	Documents	Documents - Application allows Users to view filings and discovery items associated with the docket based on their docket roles and permissions.	Full	Our Application leverages native integration with SharePoint to support OPUC users' ability to view filings and discovery items, based on permissions defined within the DDS security matrix and each OPUC users' associated role.
FR3.09.01	Managed Docket	Documents	Associated Documents - When viewing a filing, Application allows users to view a list of the other dockets to which the filing is attached.	Configuration	Through configuration, the Application will allow users to view a list of the other dockets to which the filing is attached.
FR3.09.02	Managed Docket	Documents	Protected File Placeholders - Application allows Users to view that a protected file exists even if they do not have access to it.	Full	Our DDS Application allows users to view that a protected file exists, although the user may not have access to its contents.
FR3.10	Managed Docket	Docket Administration	Docket Administration - Application allows Administrators to configure options for dockets.	Full	Administrators are assigned permissions to configure options related to dockets using the DDS security matrix and defined Administrator roles.
FR3.10.01	Managed Docket	Docket Administration	Notifications - Application allows Administrators to alter the content and format of all automated notifications.	Full	Notifications are template-based. Administrators may adjust the content of these templates using native integratio with Microsoft Office. The slution includes version control to manage different version sof each template.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
FR3.10.01.01	Managed Docket	Docket Administration	Notification Default Content - Application allows Administrators to set the default content based on a new filing's filing code.	Configuration	Based on a filing's filing code, specific templates can be used that contain default content to be automatically sent as notifications via a triggered workflow.
FR3.10.01.02	Managed Docket	Docket Administration	Notification Default Recipients - Application allows Administrators to select the default user groups to notify of a filing based on docket attributes.	Configuration	Administrators can configure the DDS to send notifications to default user groups based on docket attributes.
FR3.10.01.03	Managed Docket	Docket Administration	Notification Variables - Application allows Administrators to include docket attributes as variables in the notifications. For example, the notification may include document links, due dates, docket names.	Full	Using native integration with Word, the DDS will use templates that contain default language and "hot fields" that will be replaced with data from the DDS to be sent as notifications.
FR3.10.01.04	Managed Docket	Docket Administration	Notification Preference - Application allows Users to opt to receive notifications in the system, e-mail, or both.	Full	Our Application understands each user's contact preferences that are stored within their contact record and can be updated by properly permissioned OPUC users. The DDS will use these preferences to determine the preferred notification method, opt in status, etc.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
Managed Discovery					

FR4	Manage Discovery	Manage Discovery	Manage Discovery - Application allows Users to manage and participate in discovery.	Configuration	<p>The DDS includes an eDiscovery process, using flags to mark each digital asset as disclosable or discoverable. All eligible items in the discovery packet can be disclosed at one time, and new discovery can be disclosed as it becomes available. Our proposed DDS stores metadata that is created with the discovery packet disclosure. Non-printable files, including audio and video, can be included in the discovery packet. Access to electronic documents can be securitized, managed, and recorded using the DDS portal.</p> <p>Standard discovery documents, including Disclosure Notices and Request for Discovery documents can be stored as templates within the DDS and produced using data from the system, stored in SharePoint attached to the docket, and sent via email to specific parties using automated or manually triggered workflows. Standard discovery documents can be easily replaced and redisclosed using automated or manually triggered workflows, to include any necessary changes. All documents associated with a docket include version history as well, allowing the properly permissioned OPUC user to view and restore previous versions of documents. Templates can be adjusted, saved, versioned, and then used to redisclose information. All changes are stored within an audit trail noting who made changes, and when.</p>
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ID	Process	Sub-Process	Functionality	Application Code	Comments
FR4.01	Manage Discovery	Outstanding Requests	Outstanding Requests - Application allows Users to view a list of data requests sent to their party that do not have an associated data response, sequenced from oldest to newest.	Configuration	The DDS can contain a dashboard that is displayed based on user login to denote data requests sent to specific parties that do not have associated data responses. This information in the dashboard can be sorted and drilled into the expose the underlying docket records.
FR4.02	Manage Discovery	Response Timeline	Response Timeline - Application allows Users to set a custom response timeline for a docket's discovery responses.	Configuration	The system will be configured to allow Users to setup custom response timelines for docket discovery responses based on OPUC-defined business rules. This configuration can be changed by properly permissioned OPUC users in the future as requirements change.
FR4.03	Manage Discovery	Discovery Administration	Discovery Administration - Application allows Administrators to configure options for discovery.	Full	The Application includes full configuration abilities that OPUC administrators can use to tailor discovery options.
FR4.03.01	Manage Discovery	Discovery Administration	Response Timeline - Application allows Users to set a default response timeline for discovery responses.	Configuration	Through simple configuration, properly permissioned Users may set a default response time for discovery responses. Alternately, this default response time can be set based on discovery type, and adjusted by properly permissioned Users when necessary.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
Maintain Online Docket Data					
FR5	Maintain Online Docket Data	Maintain Online Docket Data	Maintain Online Docket Data - Application allows Administrators to manage posting of docket data for online viewing.	Configuration	Managing the posting of docket data to a portal for online viewing can be performed by OPUC Administrators.
FR5.01	Maintain Online Docket Data	Maintain Online Docket Data	Docket Designators - Application allows Administrators to select the docket designators for which filings should be made available online.	Full	Through configuration, Administrators may select docket designators designating which filings should be made available online.
FR5.02	Maintain Online Docket Data	Maintain Online Docket Data	Docket Event Types - Application allows Administrators to select the docket events that are displayed online for a docket. For example, service list changes, calendar changes, filings accepted.	Configuration	Through configuration, the DDS will allow Administrators to select docket events to be displayed online.
FR5.03	Maintain Online Docket Data	Maintain Online Docket Data	Document Conversion - Application merges all filings that are uploaded simultaneously and convert them to text-searchable Portable Document Format (PDF).	3rd Party	Using the third-party Adobe Acrobat toolset, all filings that are uploaded at one time can be merged into a single, searchable PDF document.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
FR5.04	Maintain Online Docket Data	Maintain Online Docket Data	Native Format - Application allows Users who are registered to view documents in their native formats.	Full	Properly permissioned users may view documents associated with dockets in their native formats.
Docket Closure					
FR6	Docket Closure	Closure Management	Docket Closure - Application allows Users to manage a docket's closure.	Configuration	Aeon Nexus will configure the DDS to support OPUC's closure processes.
Cross-Functional Requirements					
Basic Functionality					
FR7	Basic Functionality	Basic Functionality	Basic Functionality - Application allows Users to execute basic functionality.	Full	Our Application is a full docket and discovery case management system, capable of supporting OPUCs needs to perform the functions necessary to support dockets and discovery processing.
FR7.01	Basic Functionality	Printing	Printing - Application allows Users to print all files, screens, and reports available in the system.	Full	All files, screens and reports can be printed using any printer.
FR7.02	Basic Functionality	Downloading	Downloading - Application allows Users to download all files and reports available in the system to a native format or to Portable Document Format (PDF).	3rd Party	Users may download all files and reports in native format. Using the third-party Adobe Acrobat toolset, all files, reports and documents can be offered for download by Users in PDF format as well.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
FR7.03	Basic Functionality	Reporting	Reporting - Application allows Users to generate reports.	Full	Users can generate complex reports using Microsoft SQL Server Reporting Services (SSRS) that can be saved, shared with other users, or exported in Excel, Word, CSV, PDF, or TIFF image format.
FR7.03.01	Basic Functionality	Reporting	Report Types - Application allows Users to generate a variety of file types.	Full	Reports and documents can be exported in Excel, Word, CSV, PDF, or TIFF image format.
FR7.03.01.01	Basic Functionality	Reporting	Published Reports - Application allows Users to run reports for organization wide use.	Full	Reports can be created and shared with individual users, groups, or with the entire OPUC organization. Security can be set at the report level.
FR7.03.02	Basic Functionality	Reporting	Report Management - Application allows Users to create, save, modify, and delete reports.	Full	Properly permissioned OPUC users may create, save, share modify and delete reports.
FR7.03.03	Basic Functionality	Reporting	Report Criteria - Application allows Users to set advanced criteria for reports.	Full	Users may create complex reports using SSRS that include nesting, grouping, sorting, dependencies, "AND/OR" statements, a multitude of operands, etc. SSRS is capable of producing any report the OPUC requires.
FR7.03.03.01	Basic Functionality	Reporting	Objects - Application allows Users to include attributes of organizations, registered users, contacts, filings, dockets, and events as search criteria.	Full	Using the DDS's Advanced Find feature, users can include any attribute of any entity in search criteria. Search results are security trimmed, and can be saved as a view, shared with other users, or exported from the DDS into Excel, as a CSV, PDF, or TIFF image.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
FR7.03.03.02	Basic Functionality	Reporting	Associated Documents - Application allows Users to include attributes of objects associated with an object. For example, the filings with a specified designator that have occurred against a docket.	Full	Using the DDS's Advanced Find feature, users can include any attribute of any entity in search criteria, including those attributes of objects associated with an object.
FR7.03.03.03	Basic Functionality	Reporting	Object History - Application allows Users to include creation and modification dates and activation status of objects as search criteria.	Full	Using the DDS's Advanced Find feature, users can include any attribute in search criteria, including creation and modification dates, activation status, etc.
FR7.03.03.04	Basic Functionality	Reporting	Date Ranges - Application allows Users to set a date range for search results.	Full	Using the DDS's Advanced Find feature, users can include any attribute in search criteria, including date ranges, etc.
FR7.04	Basic Functionality	Searching	Searching - Application allows Users to search for organizations, interest lists, contacts, registered users, filings and discovery items, and dockets by name or organization.	Full	Using the DDS' Global Search feature, users can search for any entity including organizations, interest lists, contacts, registered users, filings and discovery items, etc. by name or organization. This feature supports wildcard searches as well as both categorized and relevance search.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
FR7.04.01	Basic Functionality	Searching	Export - Application allows Users to export search results to comma-separated value (CSV) format or to Portable Document Format (PDF).	Full	Using the DDS's Advanced Find feature, users can include any attribute of any entity in search criteria. Search results are security trimmed, and can be saved as a view, shared with other users, or exported from the DDS into Excel, as a CSV, PDF, or TIFF image.
FR7.04.02	Basic Functionality	Searching	Save - Application allows Users to save a search for reuse.	Full	Searches can be saved for future uses, reused as viewed to populate dashboards, and can be shared with other users.
FR7.05	Basic Functionality	Version History	Version History - Application allows Users to view the version history for modified companies, contacts, filings, and docket.	Full	The DDS includes both a docket-level and global audit trail that, when activated, includes every change made within the Application including user who made the change, when the change was made, and the "before" and "after" values.
FR7.05.01	Basic Functionality	Version History	Modified Attributes - Application allows Users to view the attributes that were modified, including the attributes' old and new values.	Full	The DDS includes both a docket-level and global audit trail that, when activated, includes every change made within the Application including user who made the change, when the change was made, and the "before" and "after" values.
FR7.05.02	Basic Functionality	Version History	Modifier - Application allows Users to view the attributes that were modified, including the attributes' old and new values.	Full	The DDS includes both a docket-level and global audit trail that, when activated, includes every change made within the Application including user who made the change, when the change was made, and the "before" and "after" values.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
FR7.06	Basic Functionality	Password Reset	Password Reset - Application allows Users to reset their passwords.	Full	Our Application utilized Azure AD for identity management and authentication. This facility allows users to manage and reset their own passwords.
FR7.06.01	Basic Functionality	Password Reset	Password Recovery - Application allows Users to recover their password to reset it.	Full	Our Application utilized Azure AD for identity management and authentication. This facility allows users to recover and reset their own passwords.
FR7.07	Basic Functionality	Task List	Task List - Application allows Users to view a list of triggers and activities, by docket, that affect their user groups.	Configuration	Our dashboard-based DDS allows OPC to define dashboards for specific users and groups to illustrate triggers and activities by dockets affecting their user group.
FR7.07.01	Basic Functionality	Task List	Completion - Application allows Users to mark an activity complete for a workflow.	Full	Our DDS supports the ability for users to mark workflow activities as complete.
FR7.07.02	Basic Functionality	Task List	Skipping - Application allows Users to mark an activity not applicable for a workflow.	Configuration	Per OPUC-defined business rules, the DDS will be configured to allow Users to mark an activity as not applicable to a workflow.
FR7.08	Basic Functionality	Docket List	Docket List - Application allows Users to view a list of dockets with which they are associated.	Configuration	The DDS will be configured to OPUC specifications to allow Users to view a list of dockets with which they are associated.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
FR7.09	Basic Functionality	Mobile Support	Mobile Support - Application allows Users to complete all application functions using mobile devices, including tablets and smartphones, independent of device platform.	Full	The DDS offers native mobile platform-specific apps for use on mobile devices. The following apps are available for accessing the DDS on a mobile device, such as a tablet or smartphone: <ul style="list-style-type: none"> • Microsoft Dynamics 365 for iPad and iPhone • Microsoft Dynamics 365 for Android tablet and smartphone • Microsoft Dynamics 365 for Windows tablet and smartphone
General Administration					
FR8	General Administration	General Administration	General Administration - Application allows Administrators to administer general functionality related to dockets and discovery.	Full	Administrators and other roles are defined within the DDS using a security matrix. This matrix defined access and permissions for groups of users. Individual users inherit group permissions and those user's permissions can then be further augmented or diminished. Administrators may be granted privileges to administer general functionality related to dockets and discovery.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
FR8.01	General Administration	Function Access	Function Access - Application allows Administrators to manage access to system functions based on user roles.	Full	Administrators and other roles are defined within the DDS using a security matrix. This matrix defined access and permissions for groups of users. Individual users inherit group permissions and those user's permissions can then be further augmented or diminished. Administrators may be granted privileges to administer general functionality related to dockets and discovery.
FR8.01.01	General Administration	Function Access	Organizations - Application requires Administrators grant a user group permission to create, view, edit, and/or delete registered users.	Full	Administrators can grant users or groups the ability to create, view, edit, and/ or delete registered users.
FR8.01.02	General Administration	Function Access	Registered Users - Application requires Administrators grant a user group permission to create, view, edit and/or delete registered users.	Full	Administrators can grant users or groups the ability to create, view, edit, and/ or delete registered users.
FR8.01.03	General Administration	Function Access	User Groups - Application requires Administrators to grant a user group permission to create, view, edit and/or delete user groups.	Full	Administrators can grant users or groups the ability to create, view, edit, and/ or delete user groups.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
FR8.01.04	General Administration	Function Access	Contacts - Application requires Administrators to grant a user group permission to create, view, edit and/or delete contacts.	Configuration	Through simple configuration OPUC administrators can grant user groups permissions to create view, edit, and delete contacts.
FR8.01.05	General Administration	Function Access	Interest Lists - Application requires Administrators grant a user group permission to create, view, edit and/or delete interest lists.	Configuration	Through simple configuration OPUC administrators can grant user groups permissions to create view, edit, and delete interest lists.
FR8.01.06	General Administration	Function Access	Filings and Discovery Items - Application requires Administrators grant a user group permission to create, view, edit, and/or delete filings and discovery items.	Configuration	Through simple configuration OPUC administrators can grant user groups permissions to create view, edit, and delete filing and discovery items.
FR8.01.07	General Administration	Function Access	Dockets - Application requires Administrators grant a user group permission to create, view, edit, and/or delete dockets. For example, consolidating, bifurcating, granting confidential access, assigning staff.	Configuration	Through simple configuration OPUC administrators can grant user groups permissions to create view, edit, delete, condolidate, bifurcate, and grant access to dockets.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
R8.02	General Administration	Attributes	Attributes - Application allows Users to manage attributes of system objects.	Full	The DDS allows properly permitted OPUC users to manage attributes of system objects as defined in the DDS security matrix.
FR8.02.01	General Administration	Attributes	Creation - Application allows Users to create attributes for organizations, registered users, user groups, contacts, interest lists, filings, discovery items, and dockets.	Configuration	The DDS allows properly permitted OPUC users to create attributes for any entities.
FR8.02.01.01	General Administration	Attributes	Type - Application allows Users to select the attribute's type. For example, text, number, date, user group(s), selection.	Configuration	The DDS allows properly permitted OPUC users to create attributes that include attribute type for any entities.
FR8.02.02	General Administration	Attributes	User Group Access - Application allows Users to restrict access to attributes for organizations, registered users, user groups, contacts, interest lists, filings, discovery items, and docket based on user groups.	Configuration	The DDS can restrict access by OPUC users to attributes for any entities using the built-in security matrix and OPUC-defined roles.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
FR8.02.03	General Administration	Requirements	Requirements - Application allows Users to manage the requirements of attributes for organizations, registered users, user groups, contacts, interest lists, filings, discovery items, and dockets.	Full	The proposed Application offers the ability for system administrators to configure the Application as needed without coding. Using a point-and-click interface, system administrators can manage attributes and their requirements for organizations, registered users, user groups, contacts, interest lists, filings, discovery items, and dockets.
FR8.02.03.01	General Administration	Requirements	Required Unconditionally - Application allows Users to select whether an attribute is always required.	Configuration	Properly permissioned OPUC users may configure attributes as always required. Further, conditional logic can be applied to dynamically determine required fields based on docket, filing, or discovery attributes.
FR8.02.03.02	General Administration	Requirements	Required Conditionally - Application allows Users to select whether an attribute is conditionally required based on the value of another attribute. For example, the ALJ and AAG assignments may be required for a docket if the contested case process is used, or a regulated utility may have a water program representative while a state agency may not.	Configuration	Through configuration, OPUC users may select whether an attribute is conditionally required based on the value of another attribute. These scenarios can be administered by properly permissioned OPUC users, using a point-and-click interface.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
FR8.02.03.03	General Administration	Requirements	Active Conditionally - Application allows Users to set an attribute to be active based on the value(s) of another attribute. For example, selecting an organization type of utility company may require selecting a utility type, whereas selecting an organization type of citizen interest group would not require selecting a utility type.	Configuration	Through configuration, OPUC users may select whether an attribute is active or inactive based on the value of another attribute.
FR8.02.03.04	General Administration	Requirements	Value Constraints - Application allows Users to apply constraints to attribute values. For example, a hearing day may not be more than ninety (90) days in the future, or a docket participant type may be limited to coming from a defined user group.	Configuration	The DDS can be configured to support OPUC-specific constraints to attribute values.
FR8.02.03.05	General Administration	Requirements	Selection List Modification - Application allows Users to add and edit values in attribute selection lists. For example, organization	Configuration	Through configuration, the DDS will allow Users to add and edit values in attribute selection lists.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
			types, utility programs, filing codes, docket designators, event types.		
FR8.02.03.06	General Administration	Requirements	Selection List Deactivation - Application allows Users to deactivate a value in an attribute selection list, after which the value may be viewed in objects where it was previously used but may not be used in future objects.	Configuration	Through configuration, the DDS will allow Users to deactivate values in an attribute selection list. This deactivation will disallow future use of the attribute selection without removing it from historical records where it was previously used.
FR8.02.03.07	General Administration	Requirements	Selection List Deletion - Application allows Users to delete a value from an attribute selection list if the value is not in use.	Configuration	Properly permissioned Users will be allowed to delete inactive values from attribute selection lists.
FR8.03	General Administration	Forms	Forms - Application allows Users to design forms to aid users in executing workflows. For example, a form to guide users through uploading a filing or discovery item, or a form to subscribe to an interest list.	Configuration	Through configuration, users may design and publish forms, pages and instructions to guide users through tasks within the DDS. The DDS portal also includes a knowledge base that can be used to publish these guides to external users.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
FR8.03.01	General Administration	Forms	Primary Upload Prompts - Application allows Users to select filing or docket attributes to use as prompts prior to document upload. For example, whether a document is a filing or a discovery item.	Configuration	Through configuration, the DDS will prompt users to choose a type (e.g. whether a document is a filing or a discovery item) prior to allowing them to upload a document.
FR8.03.02	General Administration	Forms	Dependent Upload Prompts - Application allows Users to select filing or docket attributes to use as prompts prior to upload, based on prior prompts' responses. For example, which docket(s) a filing is associated with.	Full	Users will access a list of dockets to which they are a party. They will click on each one to access a form scoped to that specific docket. They will then be able to upload filings to that docket, and repeat the process for any other docket which requires that same form.
FR8.03.03	General Administration	Forms	Explanatory Text - Application allows Users to add explanatory text to the filing upload form.	Full	Document upload also includes the ability to add upload-specific and document-specific notes regarding the upload.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
FR8.04	General Administration	Automated Workflow	Automated Workflow - Application allows Users to design and publish automated workflows for organizations, registered users, contacts, subscribers, filings and discovery items, dockets and events.	Full	<p>The DDS has a very powerful built-in workflow and rules engine that enables automation of business processes and ensures adherence to business rules. Workflows can be created to address party and docket assignments, organizations, registered users, contacts, subscribers, filings and discovery items, dockets and events. Workflows can be simple or complex and can be run manually or automatically when a set of criteria is met or not met, or a trigger is activated. Properly permissioned users can specify multiple triggers to initiate a workflow, such as:</p> <ul style="list-style-type: none"> • Changes to values in the application; • Field updates; • Specific value(s) saved to specific field(s); • Preset conditions; or • Dynamic conditions. <p>Workflows can be configured using a point-and-click interface.</p>
FR8.04.01	General Administration	Triggers	Triggers - Application allows Users to set a trigger that indicates the start of a workflow or a transition to the next workflow activity.	Full	<p>OPUC can configure triggers that fire workflows. Triggers can be multi-pronged and based on data combinations, activities, or external data. Properly permissioned OPUC users can modify, add, and delete triggers and workflows as business needs change.</p>

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ID	Process	Sub-Process	Functionality	Application Code	Comments
FR8.04.01.01	General Administration	Triggers	Date - Application allows Users to select a date as the trigger. For example, the hearing is 2020-01-01.	Full	The DDS allows dates to be used as triggers.
FR8.04.01.02	General Administration	Triggers	Time Period - Application allows Users to select a time period as the trigger. For example, thirty (30) days have passed.	Full	Users can set triggers as functions of date calculations, as described in FR8.04.01.02.
FR8.04.01.03	General Administration	Triggers	Activity Completion - Application allows Users to select the completion of a workflow activity as the trigger. For example, principal staff was assigned.	Full	Activity Completion can be used as a trigger.
FR8.04.01.04	General Administration	Triggers	Event Completion - Application allows Users to select the occurrence of an event as a trigger. For example, an initial conference occurred.	Full	Event Occurrence and Event Completion can be used as triggers.
FR8.04.01.05	General Administration	Triggers	Filing or Motion - Application allows Users to select the submission of a filing or motion as a trigger. For example, a signatory page was filed.	Full	The creation, presence of, change to or deletion of Filings or Motions can be used as triggers, for example.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
FR8.04.01.06	General Administration	Triggers	Object Status or Attribute Value - Application allows Users to select an object's status or the value of one of its attributes as the trigger. For example, a filing is new and requires screening, or a docket is flagged for a contested case.	Full	Object Status and Attribute value can be used as triggers.
FR8.04.01.07	General Administration	Triggers	Complex Triggers - Application allows Users to require that one (1) or more triggers occur prior to initiating an activity. For example, if an ALJ is unassigned and the docket is marked as telecom-related.	Full	Triggers can be multi-pronged and dependent on multiple circumstances.
FR8.04.02	General Administration	Triggered Activity	Triggered Activity - Application requires Users to define an activity that results from a workflow trigger.	Full	Administrators can define activities that result from workflow triggers using a point-and-click interface.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
FR8.04.02.01	General Administration	Triggered Activity	Notifications - Application allows User to trigger a notification. For example, the posting of a data response triggers a notification to the requesting party.	Configuration	The DDS increases collaboration and transparency by utilizing automated and manual workflows to trigger alerts and notifications via email and/ or Short Message Service (SMS) texts. The DDS can automatically send notifications and alerts to relevant parties based on multiple criteria, such as when an activity has been idle for a defined period, has been updated, completed, or closed, a field value changes, or an action needs to be taken by the alert recipient(s). These alerts use templates to ensure consistency and include links to the specific matter or activity to simplify access for end users, no matter what device they use. Leveraging workflows and document templates, OPUC can provide cohesive, consistent and compliant internal and external correspondence that is automatically tracked within the docket record.
FR8.04.02.02	General Administration	Triggered Activity	Events or Due Dates - Application allows Users to trigger an event or a due date. For example, the filing of an order may trigger a due date for responses.	Configuration	This functionality is available for OPUC users to configure using a point-and-click interface. Workflows can be built and then activated and de-activated.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
FR8.04.02.03	General Administration	Triggered Activity	Authentication - Application allows Users to trigger the user's authentication. For example, indicating a desire to upload a document may trigger an authentication request.	Full	This functionality is inherent in the proposed Application. The entire platform provides Single Sign-On (SSO) and relies on Azure AD for identity and access management. If a user needs to be authenticated to perform any activity, that user will automatically be prompted for proper credentials.
FR8.04.02.04	General Administration	Triggered Activity	Version History - Application allows Users to trigger an update to an object's version history. For example, the occurrence of a public meeting may trigger an entry that the matter was addressed at the meeting.	Customization	Were OPUC to require that external events trigger updates to a document's version history, that would require custom coding.
FR8.04.02.05	General Administration	Triggered Activity	Attribute Values or Status - Application allows Users to trigger an update to an object's attribute values or status. For example, reaching the docket retention date may trigger a status change to indicate it should be removed.	Configuration	Attribute values can be updated as the result of a triggered workflow. This functionality can be configured by OPUC and changed as necessary.
FR8.04.02.06	General Administration	Triggered Activity	Document Posting - Application allows Users to trigger the posting of a document for public viewing.	Configuration	Through configuration, documents can be shared on the public portal for public consumption.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
FR8.04.02.07	General Administration	Triggered Activity	Multiple Activities - Application allows Users to trigger multiple actions from a single trigger. For example, filing an order may trigger a notification and a response due date.	Full	Triggeres can be multi-pronged.
FR8.04.02.08	General Administration	Triggered Activity	Parallel Workflows - Application executes workflows in parallel for a docket.	Full	Multiple workflows may occur simultaneously.
FR8.04.02.09	General Administration	Triggered Activity	Recursive Workflows - Application allows Users to initiate and require completion of a workflow in the midst of a parent workflow.	Configuration	OPUC can configure workflows to initiate and require completion of a workflow in the midst of a parent workflow.
FR8.04.03	General Administration	Activity Assignee	Activity Assignee - Application allows Users to provide a default assignment of a workflow activity to a user group or a docket rule.	Configuration	Through configuration, users will be able to provide a default assignment of a workflow activity to a user group or a docket rule.
FR8.04.04	General Administration	Activity Assignee	Maintenance - Application allows Users to duplicate and edit workflows	Full	Workflows can be used as the basis of new workflows. Workflows can be copied and edited.
FR8.04.05	General Administration	Activity Assignee	Cancellation - Application allows Users to cancel a filing workflow instance	Full	Workflows can be cancelled.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
			that is not associated with an open docket.		
FR8.04.06	General Administration	Activity Assignee	Absence - Application allows Users to execute an activity possible with a workflow in the absence of such a workflow. For example, without a workflow prompting a Gatekeeper to screen a new filing, a Gatekeeper may determine that a new filing is present and screen it, using other system features.	Full	Any features available to be included in a workflow are also available for manual execution.
FR8.05	General Administration	User Roles	User Roles - Application allows Administrators to add, edit, and delete user roles.	Full	The DDS includes a robust, role-based security matrix to grant only specific users Create, Update, or Read-Only access to content, reports, screens, records, documents, digital assets, and even individual data fields, providing OPUC with the ability to define very granular access to digital assets. Users and roles are defined to the Application by Administrators. The user inherits the permissions defined for that role, and individual user access can be then adjusted to augment or diminish access

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ID	Process	Sub-Process	Functionality	Application Code	Comments
					from the base access levels provided by the role.
FR8.05.01	General Administration	User Roles	Deletion - Application allows Administrators to delete a user role only if it is not associated with any users.	Full	System Administrators are unable to delete a Role if that Role is occupied by an existing, active user.
FR8.06	General Administration	Username Constraints	Username Constraints - Application allows Administrators to configure requirements for usernames. For example, uniqueness, length and format.	Full	System Administrators may configure default requirements for usernames including uniqueness, length, and format.
FR8.07	General Administration	User Password Constraints	User Password Constraints- Application allows Administrators to configure requirements for user passwords. For example, length, character composition, and reset frequency.	Full	Fine-grained password policies (FGPPs) let OPUC apply specific restrictions for password and account lockout policies to OPUC users. This includes cloud-only user accounts created directly in Azure, and hybrid user accounts synchronized from an on-premises AD environment.
Security Requirements					
SR1	Security Requirements	N/A	Compliance - Application maintains compliance with Oregon Statewide Information Security Standards (Category 1 & 2)	Full	As a fully hosted Application in the Microsoft Azure Government Community Cloud, the DDS maintains compliance with Oregon Statewide Information Security Standards.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
SR2	Security Requirements	N/A	Compatibility - Application is compatible with all current and most recent versions of common web browser applications (e.g. Microsoft Edge, Google Chrome, Firefox, Internet Explorer). (Category 1 & 2)	Full	Our DDS Application is entirely web-based, using responsively designed web pages to support a completely browser-agnostic Application whether on a desktop, laptop, smartphone or tablet.
SR3	Security Requirements	N/A	Secure Login - Application supports a secure login. (Category 1 & 2)	Full	Our Application required Azure AD authentication to gain access.
SR4	Security Requirements	N/A	Uniqueness - Application allows User accounts to be unique.(Category 1 & 2)	Full	AD user accounts are forced to be unique.
SR5	Security Requirements	N/A	Reset Passwords - Application supports the ability for Users to reset their passwords.(Category 1 & 2)	Full	AD supports the ability for users to reset their passwords.
SR6	Security Requirements	N/A	Timeout - Application has a timeout for inactivity by the User. (Category 1 & 2)	Full	AD supports the ability for OPUC to log users out after a defined period of inactivity.
SR7	Security Requirements	N/A	Connection Interruption - Application allows a session state to be saved if a customer connection is lost or is timed out with	Full	Session state is saved automatically ever 1/n seconds. The cadence can be configured by OPUC.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
			reauthentication. (Category 1 & 2)		
SR8	Security Requirements	N/A	Verification Process - Application has a verification process that ensures uploaded documents are free of malware. (Category 1 & 2)	Full	Microsoft Advanced Threat Protection safeguards against malicious threats posed by email messages, links, and collaboration tools. https://docs.microsoft.com/en-us/microsoft-365/security/office-365-security/office-365-atp
SR9	Security Requirements	N/A		Full	Our Application contains both docket level and global audit histories of all activities that have occurred. All system administrative changes to records, documents or any other aspect of the Application are captured in a secure audit log that can only be accessed by system administrators.
SR10	Security Requirements	N/A	User Activities - Application ensures all User activities are logged and traceable (e.g. change logs, access logs, audit trails) regardless of method of entry at the database level. (Category 1 & 2)	Full	Our Application contains both docket level and global audit histories of all activities that have occurred. All User activities are captured in a secure audit log that can only be accessed by system administrators.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
SR11	Security Requirements	N/A	History of Data - Application has the ability to maintain history of data for key fields (e.g., address, e-mail). (Category 1 & 2)	Full	Our Application contains both docket level and global audit histories of all activities that have occurred. All changes to records, documents or any other aspect of the Application are captured in a secure audit log that can only be accessed by system administrators.
SR12	Security Requirements	N/A	Multifactor Authentication - Application will include multifactor authentication for privileged User login. (Category 1 & 2)	Full	AD supports multi-factor authentication for privileged User login.
SR13	Security Requirements	N/A	<i>Disaster Recovery Plan - Contractor shall participate in Disaster Recovery Plans at mutually agreed upon times in support of Agency.</i>	Full	As a hosted Application in the Microsoft Azure Government Cloud, these activities will be performed in partnership with Microsoft.
SR14	Security Requirements	N/A	<i>System Intrusions - Contractor shall monitor for and report all unauthorized access and modification.</i>	Full	The GCC cloud infrastructure is monitored by the Microsoft Security Response Center (MSRC), which is led by some of the world's most experienced security experts. The MSRC identifies, monitors, responds to and resolves security incidents and cloud vulnerabilities around the clock, each day of the year. The MSRC supports collaboration and relationships with

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ID	Process	Sub-Process	Functionality	Application Code	Comments
					security researchers globally to advance Microsoft product security.
SR15	Security Requirements	N/A	Vulnerability Assessments - Contractor shall run routine vulnerability assessments and penetration tests (Category 1)	Full	Microsoft includes vulnerability scanning for OPUC's tenant through the Azure Security Center. Microsoft also performs routine penetration testing of their Azure environment. OPUC can also perform additional penetration testing and vulnerability assessments against its Azure tenant.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
SR16	Security Requirements	N/A	Sensitive Data - Application encrypts all sensitive data (e.g. detailed maps) at rest and in transit, in compliance with appropriate current industry standards such as TLS 1.3, AES-256, or newer law, regulation or rule, whichever is the highest standard. (Category 1 & 2)	Full	All data stored in our proposed Application is encrypted using Bitlocker. Bitlocker is a full volume encryption feature, designed to protect data by providing encryption for entire volumes. By default, Bitlocker uses the AES encryption algorithm in cipher block chaining (CBC) or ciphertext stealing (XTS) mode with a 128-bit or 256-bit key. Data in transit between DDS users and Microsoft Azure is encrypted using Transport Layer Security (TLS) 1.2. TLS/1.2 will eventually be replaced by the newest released standard TLS/1.3 which is faster and has improved security. The DDS utilizes Microsoft SQL Server Transparent Data Encryption (TDE) to perform real-time encryption of data when written to disk (at rest), using 2048 RSA or RSA-HSM encryption key types. All cipher suites supported by the DDS use algorithms acceptable under Federal Information Processing Standard (FIPS) 140-2. Office 365 inherits FIPS validations from Windows, through Secure Channel (Schannel), a security support provider that contains a set of security protocols to provide identity authentication and secure, private communication through encryption.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
SR17	Security Requirements	N/A	Patches - Contractor shall make sure all component patches are applied/available in reasonable period of time after the patch is released.	Full	<p>With a GCC-hosted environment, OPUC owns the direct relationship with Microsoft and oversees its own GCC tenant. Microsoft delivers two major release waves with new capabilities and functions every year, centered around the months of April and October. These updates are backward compatible, so apps, configurations and customizations that rely on the Dynamics 365 framework will continue to work post-update. In addition to the two major updates, Microsoft continually deploys regular performance and reliability improvement updates throughout the year.</p> <p>Aeon Nexus suggests OPUC follow best practices by planning to test these releases in a test environment prior to upgrading its production environment. While Aeon Nexus technical resources are available to assist in the upgrade process, OPUC will require its resources to administer its own GCC tenant and to install regular framework releases for acceptance testing. We anticipate the needs for a System Administrator as well as a "super-user" to install and test these upgrades, respectively.</p>

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ID	Process	Sub-Process	Functionality	Application Code	Comments
SR18	Security Requirements	N/A	<i>Data Storage - Contractor shall securely store all data including backups and log files, which must meet Oregon audit standards, in the United States (Category 1)</i>	Full	This Application is offered as a SaaS, hosted within the GCC. GCC Data Centers only exist in the continental United States (US).
Non-Functional Requirements					

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ID	Process	Sub-Process	Functionality	Application Code	Comments
NF1	Non-Functional Requirements	N/A	Interfacing - Application interfaces with multiple OPUC databases and systems. Including but not limited to: HP Electronic Records Management (eRM) or Microsoft Office 365, Identity management, multi-factor authentication, etc.	Full	Our proposed Application is built on the Microsoft Dynamics 365 framework and as such, offers native integration with Microsoft Office and Azure AD for Identity Management and multi-factor authentication. The proposed DDS can integrate with nearly any other application OPUC uses. The DDS provides a robust set of application programming interfaces (APIs) and support for extensible markup language (XML) web services, Representational State Transfer (REST), Web Services Description Language (WSDL) and Simple Object Access Protocol (SOAP) that support application integration from very simple relationships to integrations requiring complex business rules and data exchanges. Our DDS supports a full software development kit (SDK) and APIs that can be used to extend and customize the system to meet the specific business requirements of OPUC. These APIs can connect to other technologies including integration between internal and external systems, helping to reduce operational costs and provide fast access to functionality, including the ability to accept information electronically from systems external to the DDS.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
NF2	Non-Functional Requirements	N/A	RTO and RPO - Application meets the OPUC's RTO and RPO. RTO: 8 hours RPO: 4 hours	Full	Our Application provides a High Availability (HA) instance of the Application, installed in multiple regions with one primary (active) region and another secondary (standby) region. During normal operations, network traffic is routed to the primary region, and if the primary region becomes unavailable, traffic is routed to the secondary region, guaranteeing 99.9% uptime.
NF3	Non-Functional Requirements	N/A	Response Time - Application meets the OPUC's response time requirement: Non-critical: 4 hours Critical: 1 hour	Full	Aeon Nexus will negotiate an acceptable Service Level Agreement to support the DDS that meets OPUC's requirements.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
NF4	Non-Functional Requirements	N/A	Maintenance - Application provides the following maintenances: o Corrective Maintenance: modification of Application after delivery to correct discovered problems. o Adaptive Maintenance: modification of Application after delivery to keep Application usable in a changed or changing environment. o Perfective Maintenance: modification of Application after delivery to improve performance or maintainability. o Preventive Maintenance: modification of Application after delivery to detect and correct latent faults in the Application before it becomes effective faults.	Full	Microsoft delivers two major release waves with new capabilities and functions every year, centered around the months of April and October. In addition to the two major updates, Microsoft continually deploys regular performance and reliability improvement updates throughout the year. Aeon Nexus warranties that the DDS will behave according to the Statement of Work and any attached fully executed change orders for 90 days after Go-Live.

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ID	Process	Sub-Process	Functionality	Application Code	Comments
NF5	Non-Functional Requirements	N/A	Documentation - Contractor shall deliver Application-specific documentation that remains current through updates.	Full	Customized course training materials will be created for OPUC users to reference during training and for post training support. In addition, our team will create training video library (typically 10-15 videos / 2-3 minutes each) of frequent tasks that OPUC can use for training new users and as additional support for users.
NF6	Non-Functional Requirements	N/A	Third Party Tools - Application is delivered with known, stable and secure third-party tools, if any are necessary.	Full	The third-party tools contemplated with this proposed Application include only Microsoft tools, and AquaForest for OCR, a well-known and respected Microsoft partner.
NF7	Non-Functional Requirements	N/A	<i>Test Environment</i> - C shall deliver a test environment to allow Agency to test configuration or code change before the change is applied to the production environment.	Full	With a GCC-hosted environment, Microsoft supports the ability for OPUC to stand up as many environments as it desires.
Process-Based Functional Requirements					
FR1.03.03	Maintain Contact Information	Contacts	Sources - Application allows Users to manage contacts using multiple methods.	Full	The Application supports the ability for properly permissioned users to create and update contact records using Excel documents.

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Attachment J - Requirements Matrix

ID	Process	Sub-Process	Functionality	Application Code	Comments
FR1.03.03.2	Maintain Contact Information	Contacts	Contacts Import - Application allows Users to create and modify one (1) or more contacts using comma-separated values (CSV) or other common formats.	Full	The Application is equipped with a tool to make it easy for users to import data into the system, called the Import Data Wizard. This wizards supports .csv files.
FR2.02.03	Process Filings and Discovery Items	Filing Creation	Closed Docket - Application notifies Users if they are uploading to a closed docket, and verify their intent.	Configuration	Through configuration, the Application will notify users if they are uploading to a closed docket.
FR3.10.01.4	Managed Docket	Docket Administration	Notification Preference - Application allows Users to opt to receive notifications in the system, e-mail, or both.	Configuration	Through configuration, the Application will allow users to opt in/out of receiving notifications in the system, via email, or both..
Cross-Functional Requirements					
FR7.03.01.2	Basic Functionality	Reporting	Personal Reports - Application allows Users to run custom reports for personal use.	Full	The Application utilizes Microsoft SQL Server Reporting Services (SSRS) to allow users to create and run custom (ad hoc) reports for personal use. These reports can be saved, shared with other users, or exported from the system in Microsoft Word, Excel, PowerPoint, CSV, XML, and TIFF image formats.
FR7.04.03	Basic Functionality	Searching	Wildcards - Application allows Users to include wildcards in text-based attribute criteria.	Full	Wildcard characters are supported in text-based attribute criteria.

Attachment J - Requirements Matrix

ID	Process	Sub-Process	Functionality	Application Code	Comments
FR7.04.04	Basic Functionality	Searching	Multiple Attributes - Application allows Users to specify search criteria for multiple attributes.	Full	The Application includes an Advanced Find feature. Advanced Find is a robust query facility within JusticeNexus that allows users to execute ad hoc queries against the database and return the applicable results as columns in a grid format. Related entities may also be included in queries, as well as AND / OR clauses. The resulting grid format is exportable to Microsoft Excel, CSV and PDF for additional analysis, as needed. Users can use Advanced Find to create views of data that meet certain criteria and save those views for personal use or to share with others. Using the JusticeNexus Advanced Find feature, query results can be sorted by column header, filtered, saved, exported and drilled into using hyperlinks within the query results.
FR7.09	Notification-Based Task Completion	Notification-Based Task Completion	Notification-Based Task Completion - Application allows Users to complete a workflow task by responding to questions in the task's notification.	Configuration	The Application allows tasks to be assigned to individual users, teams, groups and queues. When tasks are completed, users can mark them as such.

Contract #0585

Attachment J - Requirements Matrix

ID	Process	Sub-Process	Functionality	Application Code	Comments
FR8.04.03.1	Automated Workflow	Activity Assignee	Suggested Assignee - Application suggests an assignee to User based on the workload of the members of the applicable user groups.	Configuration	Work can be assigned using a "round robyn" process that considers any attributes important to OPUC. Assignment can be autoamted based on existing workload, item complexity, item type, or any combination of factors as desginated by OPUC.
FR8.04.04	Automated Workflow	Activity Assignee	Visualization - Application allows Users to visualize a workflow.	Full	Workflows are presented in a visual, graqphic format for easy comprehension.
Other Desirable Requirements - Extendibility					

Contract #0585

Attachment J - Requirements Matrix

ID	Process	Sub-Process	Functionality	Application Code	Comments
ODR1	Extendibility	N/A	<p>Extendibility - Application has the ability to extend the Application to provide customer complaint case management, service recipient profiles management, asset management and invoice management.</p> <p>Deployment of these additional functions would allow for replacement of the remaining legacy BizApps modules not in scope for the initial implementation of this Proposal. Proposers should describe related Application capabilities.</p>	Configuration	<p>The proposed Application is built on the Microsoft Dynamics 365 platform. We have provided Applications based on this platform to other similarly sized public agencies that support customer complaint case management, asset management, inventory and invoice management, all on the same Application. From a licensign perspective, one Dynamics 365 license can be used by a single OPUC user to access any number of separate Applications built on the Dynamics 365 platform.</p> <p>Specifically, the base Application as described in this response will perform service recipient profiles management and customer complaint case management through configuration. Asset Management and invoice management may require a separate Finance and Operations license for Dynamics 365, depending on OPUC requirements.</p>

Code Table	
Full	Solution is fully compliant – no modification required (Out of the Box)
Configuration	Solution compliant via “Customer configuration option” (by customer)
3rd Party	Third-party software is necessary to provide the functionality (describe the third-party software in Column F)
Customization	Customization required by Proposer
NO	Functionality cannot be met

Acronym	Definition
AAG	Assistant Attorney General
AHD	PUC Administrative Hearings Division
ALJ	Administrative Law Judge
BR	Business Requirement
DBA	Doing Business As
DOJ	Department of Justice
DP	Docket Participants
FR	Functional Requirement
GP	General Public
IS	PUC Information Systems
OAR	Oregon Administrative Rule
ORCP	Oregon Rules of Civil Procedure
ORS	Oregon Revised Statutes
P	Process
PDF	Portable Document Format
PUC	Public Utility Commission
SR	Stakeholder Requirement
UD	Utility Division

EXHIBIT K SECURITY REQUIREMENTS

Contractor's obligations 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 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 3 Information.

1.2. Compliance Requirements. Contractor and its Services comply with all of the following minimum State information technology standards:

1.2.1. Statewide Information and Cyber Security Standards:

<https://www.oregon.gov/das/OSCIO/Documents/2019StatewideInformationAndCyberSecurityStandardsV1.0.pdf>

1.2.2. Oregon's Statewide Policies: <https://www.oregon.gov/das/Pages/policies.aspx#IT>, including the Privileged Access to Information Systems policy 107-004-140, which requires completion of an acknowledgement form by individual employees of Contractor and its subcontractors with privileged access to the System.

1.2.3. The Oregon Consumer Information Protection Act, ORS 646A.600 through 646A.628, to the extent applicable.

1.3. Privacy and Security Measures. Contractor represents and warrants it has established and will maintain privacy and security measures that meet 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.

1.4. 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.

1.5. Testing. Agency reserves the right to conduct periodic security testing of the Services.

2. Privacy Obligations.

2.1. Privacy Protections. The information exchanged between the parties may include Agency Data subject to specific confidentiality protections under state or federal law, and

the implementing regulations of those laws. Contractor, its employees, agents, and contractors shall comply with laws and regulations applicable to the information, including as those laws and regulations may be updated from time to time. 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.

2.2. Privacy and Security Training. Contractor shall ensure its employees, agents, and contractors receive periodic training on privacy and security obligations relating 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. Access to Data. Contractor shall not suspend Agency's access to Agency Data at any time during the term of this Contract or the post-termination access period.

2.5. Post-Termination Access to Agency Data. Upon Contract termination (including by expiration), Contractor shall, at Agency's discretion, either return all Agency Data to Agency (or delegate) in an agreed-upon format, or ensure Agency has access and the ability to retrieve Agency Data for a specified "Transition Period." Such Transition Period shall commence following Contract termination and run for at least 90 calendar days thereafter, or run for a different duration as the parties may agree in compliance with any Transition Plan. This access to Agency Data during the Transition 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 for audit verification purposes.

2.6. Sanitization. Subject to Contract Section 22, Records Maintenance and Access, Contractor shall not retain any copies of Agency Data following the post-termination access period referenced in Section 2.5 of this exhibit. Contractor shall notify Agency of any conditions that make returning all Agency Data not feasible, and shall not dispose of Agency Data without Agency's written authorization. Upon Agency's written acknowledgement that returning all Agency Data is not feasible and consent, Contractor shall purge or destroy retained Agency Data in all its forms (including copies of returned data) in accordance with the most current version of NIST SP 800-88 and provide Agency with written certification of sanitization.

3. Notifications.

3.1.1. Incident and Breach Notification. In the event Contractor or its subcontractor or agents discover or are notified of a security incident, or a breach or potential breach of security or privacy, including a failure to comply with Contractor's confidentiality obligations, Contractor shall immediately notify Agency's point of contact of the incident, breach, or potential breach. If Agency determines that a breach or potential 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.

3.1.2. 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.

- 4. 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 and their duly authorized representatives access to Contractor's officers, agents, contractors, subcontractors, employees, facilities and records to:
 - 4.1.** Determine Contractor's compliance with this Contract,
 - 4.2.** Validate Contractor's written security risk management plan, or
 - 4.3.** Gather or verify any additional information Agency may require to meet any state or federal laws, rules, or orders, including those regarding Agency Data.
 - 4.4. 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. System Security Logs.** Contractor shall provide designated Agency staff on-demand access to system security logs for the Services, including user-level access logs for both Agency and Contractor users.