



COVER PAGE

**Department of Administrative Services, Enterprise Goods and Services,
Procurement Services**

on behalf of

Office of the State Chief Information Officer, Cyber Security Services

INTEGRATED RISK MANAGEMENT SOLUTION

Request for Proposal ("RFP")

RFP #DASPS-1609-20

Date of Issue: _____

Closing Date: _____

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LIST OF ATTACHMENTS

- **Attachment A: SAMPLE CONTRACT**
 - Exhibit A: STATEMENT OF WORK
 - Exhibit B: SERVICE LEVEL AGREEMENTS
 - Exhibit C: INSURANCE REQUIREMENTS
 - Exhibit D: CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR
 - Exhibit E: CONTRACTOR'S PERSONNEL
 - Exhibit F: DAS and AGENCY'S PERSONNEL
 - Exhibit G: SUBSCRIPTION AND HOSTING SERVICES LICENSE
 - Exhibit H: LICENSE FOR THIRD PARTY INTELLECTUAL PROPERTY
 - Exhibit I: FEDERAL TERMS AND CONDITIONS
 - Exhibit J: REQUIREMENTS
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- **Attachment B: DISCLOSURE EXEMPTION AFFIDAVIT**
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- **Attachment F: CERTIFIED DISADVANTAGED BUSINESS OUTREACH PLAN**
- **Attachment G: RESPONSIBILITY INQUIRY**
- **Attachment H: DEFINITION OF TERMS**
- **Attachment I: SOLUTION FUNCTIONALITY**
- **Attachment J: STATEWIDE SECURITY STANDARDS**

SECTION 1: GENERAL INFORMATION

1.1 INTRODUCTION

The State of Oregon, acting by and through the Department of Administrative Services, Enterprise Goods and Services, Procurement Services (“DAS”), on behalf of the Office of the State Chief Information Officer (“OSCIO”) also known as Enterprise Information Services (“EIS”), Cyber Security Services (“CSS”), is issuing this Request for Proposal (“RFP”) to procure an Integrated Risk Management (“IRM”) Solution, as described in Section 2, Authority, Overview and Scope.

CSS does not intend for a Contractor to build a new technology Solution.

Rather, the Solution must be a configurable Software as a Service (“SaaS”) Solution. For the purposes of this Solicitation, SaaS refers to a subscription-based services model in which the contractor bears all responsibility for supporting the solution, including hardware and software, hosted in the cloud. This Solicitation is only for IRM SaaS Solutions, which are hosted in the cloud, not hosted on premise.

DAS seeks to procure a Solution and obtain professional services to license, design, configure, integrate, host (if applicable), and implement an IRM Solution which includes risk management, compliance management and audit management abilities. Proposer shall provide the IRM Solution including all necessary software, hardware, licenses, end user licenses, training/knowledge transfer, maintenance/support and professional services required to support the Proposer’s Solution. The Solution must be able to perform all the required functionalities identified in *Solution Functionality* (Attachment I) and must be scalable and flexible to be used enterprise wide throughout the State. The Services include but are not limited to: implementing an IRM Solution, migrating the existing agency data to the new Solution; securing and streamlining data collection and aggregation; processing and validating data extracted from agency systems; providing data access and reports to approved users; and optimizing and customizing data from the agencies.

The Solution will allow state agencies to access and enter their information through a Provider portal or dashboard. The data gathered through the Provider portal will be placed into a database to be used to aggregate into statewide trends for state leadership. The fundamental need for an IRM Solution is to enable OSCIO with the ability to track compliance and identify security risks throughout the State, as well as meet state and federal requirements.

The State would like the option to allow future modules related to the proposed Solution to be added to the Awarded Contract.

NOTE: The Solution must be configured, implemented and in production no later than 6/30/2021.

Additional details on the Scope of the Goods or Services or both are included in the Scope of Services Section 2.4.2.

Proposer is encouraged to look at the best deployment options for the State of Oregon. Deployment options may include a Contractor or third party hosted cloud based SaaS: the State does not want an on premise Solution. A Proposer may submit a Proposal for any delivery option(s) that meets the requirements identified in this RFP.

DAS anticipates the Award of one (1) Contract as a result of this RFP. The initial term of the Contract begins on the Effective Date and is anticipated to terminate five (5) years from Final Acceptance with options to renew.

1.2 SCHEDULE

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

Event	Date	Time
RFP Release to ORPIN	July 24, 2020	
Voluntary Pre-Proposal Conference	August 7, 2020	10:00 AM
Questions & Request for Clarifications Due	August 11, 2020	5:00 PM
Answers to Questions/Clarification/Protest posted to ORPIN (approx.)	August 14, 2020	
RFP Protest Period Ends	7 Days Prior to RFP Closing	
Closing (Proposals Due)	September 4, 2020	5:00 PM
Presentations, Demonstrations, or Interviews	To Be Determined	
Issuance of Notice of Intent to Award (approx.)	October 31, 2020	
Award Protest Period Ends	7 Days after Notice of Intent To Award	

1.3 SINGLE POINT OF CONTACT (“SPC”)

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

SECTION 2: AUTHORITY, OVERVIEW, AND SCOPE

2.1 AUTHORITY AND METHOD

DAS is issuing this RFP pursuant to its authority under ORS 279A.050 and OAR 125-246-0170(2).

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

2.2 DEFINITION OF TERMS

For the purposes of this RFP, capitalized words will refer to the following definitions:

2.2.1 General Definitions.

Capitalized terms not specifically defined in this document are defined in OAR 125-246-0110.

2.2.2 Project Specific Definitions.

DAS has provided glossary of terms identified in *Definition of Terms* (Attachment H).

2.3 OVERVIEW AND PURPOSE

2.3.1 CSS Overview and Background

Under the Office of the State Chief Information Office, also known as Enterprise Information Services (“EIS”), the Cyber Security Services’ (“CSS”) mission is to bring together enterprise security capabilities into a single organization. CSS is responsible for enterprise security policy, security monitoring of the state network, enterprise incident response, and enterprise security architecture, as well as dissemination of security training, policy, and best practices across state government. CSS works collaboratively with the State’s Data Center Services (“DCS”) and agencies to support information security functions and ensure the security of the state network and Information Technology infrastructure.

CSS is responsible for the oversight of information security risk management and mitigation as well as providing risk assessments to over 65 agencies statewide. The State expects the Solution to accommodate and ingest large amounts of data and have the capability of supporting multiple interactions with these state agencies through the Contractor’s portal. CSS will be responsible for the local administration of on-boarding and training the agencies on the use of the Solution.

While all agencies are collectively responsible for information security, the work of CSS supports and increases the collective impact and resilience of state agencies. Moving forward, CSS is focused on the seamless integration of information security, Solutions, and personnel into a coordinated multi-sector approach that recognizes cybersecurity as a public good.

2.3.2 Project Overview and Background

IRM is a valuable tool to understand the cost, quality, risk and compliance of state and federal requirements. CSS seeks to establish, refine and optimize formal enterprise risk management, regulatory compliance tracking, risk, and cybersecurity assessment efforts across all state agencies, and to unify enterprise and agency information security data for the purposes of analysis, efficiency, collaboration, oversight of agencies, and informed executive decision making to reduce information security data risk for agencies at the State of Oregon.

Under the Oregon Revised Statutes, the Office of the State Chief Information Officer has a statutory obligation to provide oversight of information security risk management and mitigation and provide risk assessments for over 65 agencies. Current risk management and compliance tracking processes are very labor-intensive (e.g., with spreadsheets on shared drives or sent via email) and scaling up to statewide oversight in this model could quickly overwhelm CSS staff.

The burden of tracking information security risk data, maintaining compliance with numerous security standards, driving remediation of risk, and managing policy alignment currently falls on individual state agencies to manage without oversight, guidelines, or assistance from EIS or any other organization. The result is a variety of different risk management methodologies and maturity levels. Mature risk management practices exist in some agencies, but these agencies are burdened with elaborate manual processes.

The investment in this Solution provides CSS and state agencies with the opportunity to make progress in these main areas:

1. Modernize technology
2. Develop and standardize key risk technology capabilities
3. Increase risk management program integrity.
4. Modernize Technology

Many of the technology systems that are used to support risk management, auditing and compliance systems are siloed, difficult to support or enhance, and use dated technology that is not viable to support the business needs over the coming years. The current state processes are very time intensive, have many manual steps and cause replication of existing data. The Solution will assist agencies to simplify their risk management processes and activities.

2.3.2.1 Program Integrity

The primary business need is to meet the state and federal compliance regulations. Utilizing an IRM Solution, the risk management program intends to increase program integrity, reduce errors, and to mitigate the increasing workload associated with providing risk management services.

The business drivers for this Solution include a need for:

1. Improved timeliness and accuracy of data.
2. Increased efficiency and internal controls.
3. Decreased duplication of efforts across agencies.

Improved ability to accurately and timely report on agencies risk management activities.

The Solution procured through this RFP will result in agencies that are more empowered to protect public and state data, as well as a strengthened CSS, which can enforce standards, track compliance, and offer data-driven advice to agencies, the legislature, and the governor. Because of the Solution, EIS will be able to act as a true leader in information security for the State of Oregon.

Another result of Implementation of the Solution acquired through this RFP is to enable agencies to engage in security risk management within their own organizations while using a common enterprise solution. The availability of such a solution will reduce additional procurements of IRM solutions across the enterprise and will incentivize agencies to participate fully in the Solution rather than just using it to enter information security data that is kept somewhere else. Each agency will be responsible for the processes and data contained within their private area within the IRM solution and will provide a subset of that data to CSS for oversight purposes using the Solution.

2.3.2.2 Purpose

DAS seeks to procure a Solution and obtain professional services from a Contractor with the capacity and technical expertise to implement an Integrated Risk Management (“IRM”) Solution and perform all the required tasks to meet the identified requirements. This includes but is not limited to: implementing an IRM Solution, migrating the existing agency data to the new Solution; securing and streamlining data collection and aggregation; processing and validating data extracted from agency systems; providing data access and reports to approved users; and optimizing and customizing data from the agencies. This Solution must include risk management, compliance and auditing modules with the ability to incorporate additional modules in the future. The Solution must also be multi-tenancy capable, scalable, flexible and useable at an enterprise-wide level throughout the State. The Solution must meet the State of Oregon Statewide Security Standards identified in *Statewide Security Standards* (Attachment J). The Solution will allow state agencies to access and enter their information through a Contractor portal or dashboard. The

agency data gathered through the Contractor portal will be placed into a database to be used to aggregate into statewide trends for state leadership. The proposed IRM Solution will alleviate agencies' duplication of efforts and reduce errors in data entry.

The Solution must be functionally complete and highly configurable to eliminate or minimize software customization.

The Solution must be multi-tenancy capable, configurable, scalable and usable by multiple agencies statewide and must include the following capabilities:

1. Compliance Management – integrates compliance documentation, such as framework, procedures, and system security plans allowing for tracking, analyzing, and prioritizing responses for non-compliant processes or assets.
2. Enterprise Risk Management - manages risks, which could impact business performance through documentation, monitoring, analysis, and reporting. Risk metrics are tracked and communication is supported.
3. IT/Security Risk Management - organizes all documentation on the processes of IT security risk identification, evaluation, tracking, treatment, reassessment, and communication.
4. Audit Management - centralizes audit documentation, procedures, and data. Audits can be created, approved, scheduled, and monitored, while the Findings are documented, communicated, and reported.
5. Internal Controls – a fully searchable repository of policies based on regulatory and/or industry best practices with built-in templates and recommendations
6. Advanced Reporting - allows for the design, generation, and distribution of a broad range of reports. Allow for standardization and the ability to configure reports unique to each agency.

The Solution may include other technology features and capabilities, which may be included at a later date.

2.3.2.3 Proposed Key Functions of the Solution

IRM is a valuable tool to understand the cost, quality, risk and compliance of state and federal requirements. Many of these activities require collaboration among other agencies and stakeholders. Effective use of the risk and compliance data requires trust in the source on accuracy and completeness for both data collection and data enhancements. This requires transparency in data enhancements to allow data and Findings to be validated fully. Proprietary software, including algorithms used in data enhancements, does not support transparency and in anticipation of requests for detailed information on data enhancements in the Solution, the CSS has included transparency of data enhancements in the requirements for the Solution.

The following list includes key functions requested under this RFP:

1. **Contractor Portal** – a secure web-based portal which allows agencies to enter data, view and edit information about:
 - a. risk management, compliance, and audits;
 - b. manage audit cycles, and update information.
2. **Database** – a database to support all the information listed in the bullets above.
3. **Configurable/Optimized Reporting** – Configurable and optimize reporting functionality providing access to current and historical information.
4. **Document Management** – track, manage and store documents. The Solution needs to auto-populate and generate electronic notices.
5. **System and Data Integration** – ability to integrate and interface with a variety of systems.
6. **Role-based Security** – the Solution must utilize role-based security allowing usage by agency staff as determined by the agency and CSS
7. **Software Multitenancy** - a software architecture in which a single instance of software runs on a server and serves multiple tenants. With a multi-tenant architecture, a software application is designed to provide every tenant a dedicated share of the instance - including its data, configuration, user management, tenant-specific functionality and non-functional properties.
8. **Multiple Access Channels** - real-time accessibility and data entry through web, mobile technology and/or telephony from any location.
9. **Automated Workflow** - automatic routing, processing and integration between different functional software applications. Including validations, alerts and notifications of upcoming audits or other compliance related requirements.

2.3.2.4 Intended Benefits

The Solution represents the opportunity for specific standardization and improvements to the State’s current information security risk management toolset. Below is a chart of some of the intended benefits and outcomes of the Solution.

Benefits Description
The State will significantly improve visibility and adherence to regulatory compliance for data and information security.
The State will have a centralized, secure location to store, version, update, and approve information security policy documents.
State agencies will be able to reduce their own information security risk through greater awareness of active risks across the enterprise.
EIS and CSS leadership will be able to make better, data-driven decisions about information security policy, risk management, and IT

Benefits Description
investment.
CSS will have the capability to fulfill its mandate to analyze and report on information security risk across all state agencies.
Agencies will be able to create and manage information security audits in a central location, integrate data from their audits into good risk management and compliance practices, and automate follow up and reporting on Findings.
Agencies are able to talk to each other about information security risk in standardized terms without misunderstanding and confusion.
The State will be able to capture useful, standardized information security risk data for smaller agencies, boards and commissions without putting an undue burden on those organizations.
The State will be able to use information security data from a wide variety of systems, in a timely manner, for analysis, reporting, and improved decision making.
Agencies will improve their risk management skills, establish effective and efficient risk management practices, and be able to communicate remediation requirements to their staff.
The State will avoid agencies buying and implementing their own IRM tools, thereby saving money that would have gone to duplicate Implementations and preventing further fragmentation of risk management processes.

In order to meet these benefits and outcomes, the Contractor will work collaboratively with CSS, its business associates and stakeholders on performing the tasks and activities in accordance with the standards and methodologies set forth in the Scope of Work.

The State welcomes alternative approaches and/or methodologies to accomplish the desired or intended results of the tasks. Proposed improvements to the Scope of Work are welcome provided that they are overtly identified in the Proposal, clearly demonstrate a compelling business case, and clearly demonstrate that CSS's desired outcomes are still achieved.

CSS anticipates that other contractors, such as independent quality management, or other consultants, may provide various services related to the Project.

The State may opt to Award a Contract for all or part of the Work outlined in this RFP.

2.4 TECHNOLOGY DESCRIPTION AND SCOPE OF SERVICES

2.4.1 Technology

The Services requested in this RFP will support the design, configuration, Implementation, hosting, training, and integration services of an IRM Solution for enterprise wide Implementation.

The goal is to develop an IRM Solution that will:

- Provide CSS and agencies with automated risk management business processes;
- Bring CSS and agencies into compliance with auditing and record keeping requirements;
- Align with CSS' current risk management business processes and procedures;
- Standardize IRM terminology;
- Have multi-tenancy capability;
- Meet the State of Oregon Statewide Security Standards for a moderate+ system as indicated in *Statewide Security Standards* (Attachment J);
- Implement the technology enterprise wide and assist agencies in meeting risk, compliance and auditing requirements for the State and Federal government;
- Improve program integrity; and
- Further the State's technology principles set forth in the Governor's Strategic Technology Plan ("STP") and increase the State's risk management architecture maturity level while reducing the dependency on old legacy systems or manual processing. The STP defines the business needs and technology strategies that are necessary to support the State's vision of integrated risk management.

The Governor's Strategic Technology Plan is viewable at: https://www.oregon.gov/gov/policy/Documents/Information%20Technology_Governor%20Kate%20Brown.pdf

The high-level categories for the IRM Solution functionalities are below. A more comprehensive list of Solution Requirements with descriptions and further detail is identified in *Solution Functionality* (Attachment I):

1. Data collection and compliance tracking with Federal, State, local and industry standards and regulations
2. Data Management and Common Risk Language
3. Enterprise Level Reporting/Information Sharing
4. Data processing and validation
5. Data storage and availability; centralized, secure location to store, version, update, and approve Information Technology policy documents
6. Audit Management and Assessment Capabilities
7. Multitenancy Capabilities
8. Regulatory Divergence (Unified Compliance Framework)
9. Security and Access: Role-based access
10. Data request fulfillment
11. Data security in compliance with federal and state requirements
12. Communication and document management

13. Multi-tenant capable repository for access to state policies and standards
14. Tracking, integration and remediation of risk data.

2.4.2 Scope of Services

Proposer shall identify how its proposed Solution addresses the IRM Project's goals and functionalities. Proposer shall implement a Solution with tools and controls for the purpose of improving risk management services enterprise-wide and that meets the business and technical functionalities outlined in this RFP. Proposer's Offer shall describe system functionality, licensing and subscription services, professional services for Implementation, and on-going maintenance services required to meet the functional needs listed in this RFP.

The Scope of this RFP includes the Solution and all tasks necessary to implement the Solution to meet the current and future needs of CSS as described in Sections 1.1 (Introduction), and all subsections of 2.3 (Overview and Purpose), specifically, including but not limited to fulfillment of technical and business functionality outlined in *Solution Functionality (Attachment I)*, *Sample Contract (Attachment A)*, and all Products, Services, Licensing and additional Work necessary to implement, maintain and update the Solution to meet future needs of CSS.

Contractor shall provide the following professional consulting and Implementation services as part of this Project:

1. Project Management
2. Business and System Analysis
3. Functional Design Services
4. Technical Design Services
5. Data Conversion and Integration
6. System Integration
7. Testing, Testing Levels, Test Cases, Test Summary, Other Testing
8. Implementation and Support Services
9. Go-Live Activities
10. Training – All Types
11. Close Out
12. Maintenance and Support; Ongoing Services; Customer Service/Help Desk
13. Disaster Recovery and Business Continuity Planning

Contractor shall provide training and shall work with CSS to agree on the templates and the appropriate level of documentation detail and training. This includes, but is not limited to, user interface, process flow, business logic, business rules, input validation, workflow, forms, data model, data architecture, web services,

infrastructure, system architecture, process flows, contact center scripts, and batch processing.

Contractor shall be required to conduct and provide for quality assurance review and approval of key elements of the system's Project development or operation. Reviews consist of a confirmation that the Contractor's project manager has produced all the required deliverables and met all criteria for the task to permit advancement to the next task. Contractor's project manager is also responsible for providing documentation of known issues and risks and plans for mitigation, if any.

All Services must be performed or provided from within the continental United States.

NOTE: Proposer is required to submit a proposed Statement of Work that includes a Work breakdown structure under the Project Implementation Plan.

Proposer shall submit any License Agreements necessary for its Solution and any Maintenance and Service Level Agreement documents. Proposer must deliver the foregoing documents in editable Word format and may not provide web links to the required documents.

SECTION 3: PROCUREMENT REQUIREMENTS AND EVALUATION

3.1 MINIMUM SUBMISSION REQUIREMENTS

Proposal must demonstrate how Proposer meets all requirements of this section.

3.1.1 Minimum Proposer Qualifications

Proposer must have:

1. At least three (3) years of experience implementing integrated risk management systems on projects of similar size and scale to that solicited in RFP; and
2. At least three (3) years of experience collecting risk, compliance and auditing policy driven data from multiple agencies and third party IRM systems; and
3. Experience successfully managing at least one (1) data migration.

3.1.2 Proposer Key Person(s) and Staff Minimum Experience

Proposer must have One (1) Project Manager who is PMP certified with experience implementing the Successful Proposer's Proposed Solution and migrating data to the Successful Proposer's Proposed Solution within the last three (3) years. Proposer must have other Project management and technical staff for business analysis to have at least three (3) years of experience managing similar projects and Implementations. Proposer shall submit a list identifying the Project Manager and all Key Person(s) and submit resumes for the proposed Project Manager and all Key Person(s).

3.2 MINIMUM SUBMISSION REQUIREMENTS

3.2.1 ROUND 1 Proposal Submissions

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

- *Proposer Information and Certification Sheet* (Attachment C)
- *Disclosure Exemption Affidavit* (Attachment B) – submit 1 copy only
- *COBID Certification / Outreach Plan* (Attachment F) - submit 1 copy only
- Underlying Agreements
- Proposer's Organization Profile
- Executive Summary
- Statement of Work
- Project Implementation Plan
- *Solution Functionality* (Attachment I)
- Data Migration
- Security and Hosting Requirements Description – Certification
- *Statewide Security Standards* (Attachment J)
- Audits
- Performance Standards and Service Level Guarantees
- Experience and Qualifications Description
- Staffing, Key Person(s) and their Resumes, Subcontractors
- *References and Project Samples* (Attachment D)
- Training Plan
- Disaster Recovery and Business Continuity Plan
- *Price Proposal* (Attachment E)
- Value Added Services/Features

3.2.2 Proposal Format and Quantity.

Proposal should follow the format and reference the sections listed in the Proposal Requirements (Section 3.3). Responses to each section and subsection should be labeled to indicate the item being addressed. If Proposer is submitting through mail, parcel carrier or in Person, as outlined in Section 4.5, Proposer shall submit both one (1) original hard copy on white 8 ½" x 11" Recycled Paper and one (1) electronic copy on a separate USB drive which must be formatted using Adobe Acrobat (pdf), Microsoft Word (docx) or Microsoft Excel (xlsx). Proposal must have a minimum of twelve (12) point font on all documents that are not pre-printed documents created for Proposer's Proposal. The total combined size of the Proposal must be compressed so it does not exceed ten (10) megabytes. The *Price Proposal* (Attachment E) information must be submitted in a

separate envelope containing one (1) hard copy and one (1) single electronic media USB drive. Proposer shall submit its Proposal in a sealed package addressed to the SPC with the Proposer's name and the RFP number clearly visible on the outside of the package.

If Proposer is submitting through the ORPIN network, as outlined in Section 4.5, Proposer shall upload its Proposal and required Attachments individually. The Proposal must have a minimum of a twelve (12) point font on all documents that are not pre-printed documents created for Proposer's Proposal. The Proposal must be formatted using Adobe Acrobat (pdf), Microsoft Word (docx) or Microsoft Excel (xlsx). The total size of the Proposal must be compressed so it does not exceed thirty-four (34) megabytes per Attachment. Zip files are not accepted.

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

If Proposer believes any of its Proposal is exempt from disclosure under Oregon Public Records Law (ORS 192.311 through 192.478), Proposer shall submit a *Disclosure Exemption Affidavit* (Attachment B) and a fully redacted version of its Proposal in hard copy and electronic copy, clearly identified as the redacted version.

3.2.3 Authorized Representative

Failure of the authorized representative to sign the Proposal may subject the Proposal to rejection by DAS.

3.3 ROUND 1 PROPOSAL REQUIREMENTS

Proposal must address each of the items listed in this section and all other requirements set forth in this RFP, including those specified in *Solution Functionality* (Attachment I) and *Statewide Security Standards* (Attachment J). Proposer shall describe the Goods to be provided or the Services to be performed or both. A Proposal that merely offers to provide the Goods or Services as stated in this RFP may be considered non-Responsive to this RFP and will not be considered further.

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

The Proposal must include the following:

3.3.1 Proposer Information and Certification Sheet, Attachment C (Mandatory, Not Scored)

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

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

3.3.2 Disclosure Exemption Affidavit, Attachment B (Mandatory, Pass/Fail)

Proposer shall complete and submit the *Disclosure Exemption Affidavit* (Attachment B) as part of the Proposal. Submission is required even if Proposer is not identifying confidential or proprietary information and data for nondisclosure. If Proposer is identifying items for nondisclosure as confidential or proprietary, provide an appropriately redacted single hard copy and single electronic copy of the complete, original Proposal submission.

3.3.3 Certified Disadvantaged Business Outreach Plan, Attachment F (Mandatory, Pass/Fail)

Proposer shall complete and submit *Certified Disadvantaged Business Outreach Plan* (Attachment F).

3.3.4 Responsibility Inquiry, Attachment G (Mandatory, Pass/Fail)

Complete and submit a Signed *Responsibility Inquiry* (Attachment G) with Proposal. DAS will determine if an apparent successful Proposer is Responsible prior to Award and execution of the Contract.

At any time prior to Award, DAS may reject a Proposer found to be not Responsible.

3.3.5 Underlying Agreements (Mandatory, Not Scored)

Provide, if applicable, any underlying agreements necessary to deliver the proposed Solution. Underlying agreements could be Subscription and Hosting Services License, Maintenance, End User License, or Non-disclosure agreements. Proposer will submit any additional documents required for this Project. Proposer must deliver the foregoing documents in editable Word format and may not provide web links to the required documents.

3.3.6 Proposer's Organization Profile (Mandatory, Not Scored)

Proposer must provide a profile of its organization. This is Proposer's opportunity to give an overview of its organization, describe the structure of its business, and discuss how the organization can effectively deliver the Solution and Services described in this RFP.

The Profile must include:

- 1.Ownership. If incorporated, the state in which the organization is incorporated and the date of the incorporation;
- 2.Location of the organization's offices (headquarters and branches);
- 3.Location of the office from which employees will be assigned to Work on the Project for the CSS;
- 4.Number of employees located in the Pacific Northwest, nationally, and internationally;

5. Established business relationships with proposed subcontractors (e.g., data conversion Contractor); and
6. Organization's client base.

3.3.7 Executive Summary (Mandatory, Not Scored)

Briefly describe how the proposed Solution addresses the high-level functionalities listed in *Solution Functionality* (Attachment I), and below. These functionalities form the basis for a comprehensive yet succinct Executive Summary, not to exceed three pages, that summarizes the proposed solution, its distinctive features, and how it will fulfill the State's requirements. The Executive Summary may also contain a high-level "block" diagram of the proposed Solution in addition to the three pages. Proposer's response should delineate any potential single points of failure in the proposed Solution. The high-level functionalities that the proposed Solution must address fully include the following:

- System Requirements, including software, workstation, security requirements, service levels and service level requirements, integration with other systems (e.g. email, Tenable Security center).
- Services, including: project management, project plan and schedule, data gathering, design meeting all system requirements, implementation, migration, and training.
- Ongoing Services, including: reporting, maintenance and repair, support, and Customer Services/Help Desk.

3.3.8 Statement of Work (Mandatory, Scored)

Proposer shall submit a Statement of Work using the information provided from Sections 2.3 and 2.4. Proposer shall identify those tasks, which could be completed remotely in the Statement of Work. Proposer is required to submit a proposed Statement of Work that includes a Work breakdown structure under the Project Implementation Plan.

3.3.9 Project Implementation Plan (Mandatory, Scored)

Proposer shall submit a Project Implementation Plan describing how Proposer would carry out the major activities of this Project. Provide a comprehensive management plan that the Proposer intends to follow, including a timeline of major events. Illustrate how the plan will serve to streamline, coordinate and accomplish the Work. Include any high-risk tasks and how they would be avoided or mitigated. Proposer is required to submit a proposed Statement of Work that includes a Work breakdown structure under the Project Implementation Plan.

The Solution must be configured, implemented and in production no later than 6/30/2021. Proposer shall provide an Implementation timeline and describe how it will meet this date.

3.3.10 Solution Functionality and High Level Design (Mandatory, Scored)

Describe Proposer's Solution including: requirements for the integration or replacement of existing systems and Specifications for software.

Provide a system design that defines the architecture, modules, interfaces and data for Proposer's proposed Solution. This should include descriptions and diagrams.

3.3.10.1 Solution Mandatory Functionality (Attachment I)

Additionally, complete and return *Solution Functionality* (Attachment I). Proposer's electronic copy of Attachment I, Solution Functionality, must be submitted in .xls or .xlsx format. Instructions for completing the attachment are under the "Instructions" tab of the *Solution Functionality* (Attachment I). Proposer's Solution must meet the Mandatory Functionalities identified in *Solution Functionality* (Attachment I).

3.3.11 Data Migration (Mandatory, Scored)

Explain Proposer's approach for converting previously collected (historical) data to the new Solution. CSS is requiring loading of raw data files to capture data not retained in the current solution's active database. Include high-risk tasks regarding data migration and how they would be avoided or mitigated.

3.3.12 Security and Hosting Requirements Certification (Mandatory, Pass/Fail)

Proposal must contain a statement certifying Proposer will comply with the following security checks and non-disclosure agreement.

Proposer and Proposer's staff monitoring the systems who will have access to State systems, facilities, and confidential information will submit to all security checks requested by CSS, which may include any combination of fingerprinting, Oregon Law Enforcement Data Systems ("LEDS") and Federal Bureau of Investigation Criminal Justice Information Services ("FBI CJIS") background checks, and shall comply with the following State of Oregon security standards:

- Privileged Access to Information Systems viewable at:
<https://www.oregon.gov/das/Policies/107-004-140.pdf>
- Statewide Information and Cyber Security Standards viewable at:
<https://www.oregon.gov/das/OSCI/Documents/2019StatewideInformationAndCyberSecurityStandardsV1.0.pdf>
- Statewide Cloud and Hosted Systems policy:
<http://www.oregon.gov/das/policies/107-004-150.pdf>
- Proposer shall sign a non-disclosure agreement for any and all information received or processed on its equipment from the State of Oregon.
- Proposer shall protect at all times State of Oregon sensitive materials.

3.3.13 Statewide Security Standards, Attachment J (Mandatory, Scored)

Proposer shall review, complete and submit the completed *Statewide Security Standards* (Attachment J) with its Proposal. Proposer must select the information security controls Proposer is responsible for from a list provided in *Statewide Security Standards* (Attachment J) and describe how each relates to Proposer's Solution.

3.3.14 Security Audits (Mandatory, Scored)

Proposer shall provide a copy of a current audit report from a third party independent auditor performed within the last three (3) years, to verify that it meets the statewide information security standards for a NIST 800-53 moderate system, as detailed in *Statewide Security Standards* (Attachment J).

3.3.15 Performance Standards and Service Level Guarantees (Mandatory, Scored)

Describe the Proposer's approach to development and maintenance of performance and service level guarantees that addresses the ongoing needs of the CSS over the course of the Contract period. Provide the Proposer's performance standards and service level guarantees.

3.3.16 Experience and Qualifications Description (Mandatory, Scored)

Provide a description of Proposer's organization and describe in detail the number of years of experience executing projects similar in scope and size to those described in this RFP. The description should include relevant prior work Proposer has performed and how Proposer will apply this experience to the Implementation of the Solution. The description should include whether Proposer has migrated data including the size and type of data.

3.3.17 Staffing, Key Persons, Organizational Chart, Subcontractors (Mandatory, Scored)

Provide a list identifying the Project Manager and any Key Person(s) and other staff to be assigned to this Project, their roles and responsibilities for this specific Project, and include a current resume (not to exceed two (2) pages each) for each individual that demonstrates qualifications and experience for the Work described.

Key Person(s): All individuals identified as Key Person(s) must have three years of experience, in last five (5) years, and knowledge serving as key advisor with business and IT executives in project management strategy and approaches with multi-million-dollar projects including experience in the following:

- Demonstrate Contractor has internal quality control practices for its Key Person(s) to use when reviewing, editing, and providing feedback on projects and project artifacts.
- Reviewing, making recommendations, and drafting procedures to implement best practices, mature project management practices, and meet requirements.

- Three years of experience developing, performing, and facilitating system testing activities for the Proposed Solution.
- Demonstrated experience, in the last three (3) years, in data conversion/migration, and system integration.
- Strong understanding of public sector environment is preferred

Key Person(s), Project management - Any individual identified as the Project Manager must have:

- Project Management Institute's Project Management Professional ("PMP") Certification for project management.
- A minimum of three (3) years demonstrated Project management, budgeting, and financial analysis experience.
- Three (3) years quality control experience and knowledge.
- Experience applying the Project Management Body of Knowledge ("PMBOK"), version 6, to project management tasks and activities is preferred.
- Bachelor's degree or higher in computer science, public administration, business management or another relevant field is preferred.
- Experience conducting project-planning activities within public sector environments is preferred.

Key Person(s), business analysis - Any individual identified as the Business Analyst must have:

- Demonstrated experience, within the last three (3) years, in business analysis for complex Information technology projects.
- Experience in reviewing, validating, and updating Business, Functional and security requirements for the Successful Proposer's Proposed Solution
- Experience in developing functional and technical design to address Business' existing modules, screens, reports, queries, workflows, etc.
- Experience applying the Business Analysis Body of Knowledge ("BABOK"), version 3, to business analysis tasks and activities is preferred.
- Bachelor's degree or higher in computer science, public administration, business management or another relevant field is preferred.
- Experience conducting business analysis activities within public sector environments is preferred.

Due to the nature of Services, Key Person(s) must be available to work on-site as agreed upon between all parties. Work site is designated as CSS' office in Salem, Oregon.

Organizational Chart. Provide an organizational chart identifying the staff that will provide the Services required by this RFP, illustrating the lines of authority as appropriate.

Subcontractors. If Proposer intends to work with subcontractor(s), Proposer shall include a list of the proposed subcontractors and a statement detailing the Services each will provide. The subcontractors and their Work must be completed within the continental United States.

3.3.18 References and Sample Projects (Mandatory, Scored)

Provide three (3) references from current or former client firms for similar projects performed for any clients within the last three (3) years. References must be able to verify the quality of previous, related Work.

Proposer shall send the *Reference Check Form* (Attachment D) to its references. Reference forms must be completed by the reference, returned to the Proposer and submitted with the Proposal.

DAS may check to determine if references provided support Proposer's ability to comply with the requirements of this RFP. DAS may use references to obtain additional information, or verify any information needed. DAS may contact any reference (submitted or not) to verify Proposer's qualifications.

Proposer shall submit in its Proposal response samples of three (3) Projects within the last three (3) years that are similar to the Scope of this RFP.

3.3.19 Training Plan (Mandatory, Scored)

Proposer shall submit a comprehensive training plan that addresses training and knowledge transfer of the Solution. The training plan must indicate the presenter (Proposer or CSS), frequency and method or medium. Distance training is an acceptable format.

- "Train-the-trainer" approach such that CSS "super users" are trained on use of the Solution and can then impart that knowledge to additional CSS users as necessary.
- Provide for training CSS staff for use of data environment.
- Provide for training existing data submitters before initial submission to the Solution.
- Provide for training new data submitters prior to initial submission.
- Provide for training when data submission changes occur.
- Provide for training CSS staff related to any update in functionality.
- Indicate availability or use of basic tutorials or training guides.
- Provide for distance training as an acceptable format.

3.3.20 Disaster Recovery and Business Continuity Plan (Mandatory, Scored)

Proposer shall submit a disaster recovery and business continuity support plan that describes how it will manage interruptions and outages, including a proposed service level commitment for both technical and business purposes and how downtime is managed (anticipated and unanticipated) following a disaster and also include a description of the Solution's features that support fail safes and redundancies.

3.3.21 Price Proposal, Attachment E (Mandatory, Scored)

Proposer shall complete and submit the price Proposal using detailed *Price Proposal*, (Attachment E), provide a detailed summary of the cost to implement and operate the Solution for the first five (5) years. This should include items such as:

- Professional Services
- Software, subscription or license
- Configuration and Implementation
- Information gathering
- Data migration
- Testing
- Training
- On-going support and maintenance
- Positions Titles and Hourly Rates

3.3.22 Value Added Services/Features (Not Mandatory, Not Scored)

If Proposer is proposing any value-added or optional Services/features, Proposer shall include a statement describing these Services/features and the corresponding prices on the Price Proposal. The cost of the optional Services/features must be separated in the Price Proposal. If these Services/features are performed by subcontractors and/or resellers, Proposer must identify them and provide the corresponding prices.

SECTION 4: ROUND 1 SOLICITATION PROCESS

4.1 PUBLIC NOTICE

The RFP, including all Addenda and attachments, is published in the Oregon Procurement Information Network ("ORPIN") at <http://www.orpin.oregon.gov>. RFP documents will not be mailed to prospective Proposers.

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

4.2 PRE-PROPOSAL CONFERENCE

A pre-Proposal conference will be held at the date and time listed in the Schedule. Prospective Proposers' participation in this conference is **VOLUNTARY**.

The purpose of the pre-Proposal conference is to:

- Provide additional description of the Project;
- Explain the RFP process; and
- Answer any questions Proposers may have related to the Project or the process.

The conference call in number is: 888-557-8511 Access Code: 3556459

Statements made at the Pre-Proposal conference are not binding upon DAS or CSS. Prospective Proposers who pose questions during the call may submit their questions in Writing by the due date and time for Questions/Requests for Clarification identified in the Schedule.

DAS will respond to all Written questions or requests for clarification. RFP requirements will change **only** through written Addenda issued by DAS and posted on the ORPIN system.

RSVP: If a prospective Proposer intends to participate in the Pre-Proposal conference, prospective Proposer must send an email to the SPC no later than one (1) Business Day before the conference. Please include the following information in the RSVP:

1. Name of Organization
2. For Each Person Attending, include:
 - a. Name
 - b. Title
 - c. Telephone Number
 - d. Email Address

4.3 QUESTIONS/REQUEST FOR CLARIFICATION

All inquiries, whether relating to the RFP process, administration, deadline or method of Award, or to the intent or technical aspects of the RFP must:

- Be delivered to the SPC via email, or hard copy
- Reference the RFP number
- Identify Proposer's name and contact information
- Refer to the specific area of the RFP being questioned (i.e. page, section and paragraph number); and
- Be received by the due date and time for Questions/Requests for Clarification identified in the Schedule

4.4 SOLICITATION PROTESTS

4.4.1 Protests to RFP

Prospective Proposer may submit a Written protest of anything contained in this RFP, including but not limited to, the RFP process, Specifications, Scope of Work, and the proposed Contract. This is prospective Proposer's only opportunity to protest the provisions of the RFP, except for protests of Addenda or the negotiable terms and conditions of the proposed Contract, as provided below.

4.4.2 Protests to Addenda

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

4.4.3 All Protests must:

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

4.4.4 Protest Response

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

4.5 PROPOSAL DELIVERY OPTIONS

Proposer is solely responsible for ensuring its Proposal is received by the SPC in accordance with the RFP requirements before Closing. DAS is not responsible for any

delays in mail or by common carriers or by transmission errors or delays, or for any mis-delivery for any reason. A Proposal submitted by any means not authorized below will be rejected.

4.5.1 Submission through Mail or Parcel Carrier

Proposal may be submitted through the mail or via parcel carrier, and must be clearly labeled and submitted in a sealed envelope, package or box. The outside of the sealed submission must clearly identify Proposer's name and the RFP number. It must be sent to the attention of the SPC at the address listed on the Cover Page.

4.5.2 Submission in Person

Proposal may be hand delivered, and must be clearly labeled and submitted in a sealed envelope, package or box. Proposal will be accepted, prior to Closing, during DAS' normal Monday –Friday business hours of 8:00 am to 5:00 pm Pacific Time, except during State of Oregon holidays and other times when DAS is closed. The outside of the sealed submission must clearly identify Proposer's name and the RFP number. It must be delivered to the attention of the SPC at the address listed on the Cover Page.

4.5.3 Delivery through ORPIN

A Proposal may be submitted electronically through ORPIN. Supplier eBidding Instructions – User Guide can be found at:

www.oregon.gov/das/procurement/guiddoc/ebidinstructions.pdf

A Proposal will be accepted when all documents have been uploaded prior to the RFP Closing date and time. A Proposer must send an email to the SPC after Proposal submission to ORPIN confirming receipt of Proposal in order to be accepted.

4.6 PROPOSAL MODIFICATION OR WITHDRAWAL

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

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

4.7 PROPOSAL DUE

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

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

4.8 PUBLIC OPENING

There will be no public Opening of Proposals. Proposals received will not be available for inspection until after the evaluation process has been completed and the Notice of Intent to Award is issued pursuant to OAR 125-247-0630. However, DAS will record and make available the identity of all Proposers after Opening.

4.9 PROPOSAL REJECTION

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

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

4.10 ROUND 1 EVALUATION PROCESS

4.10.1 Responsiveness and Responsibility Determination

4.10.1.1 Responsiveness determination

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

4.10.1.2 Responsibility determination

DAS will determine if an apparent successful Proposer is Responsible prior to Award and execution of the Contract. Selected Proposer(s) shall submit a Signed *Responsibility Inquiry* (Attachment G) within five (5) Business Days of receipt of Intent to Award notice.

At any time prior to Award, DAS may reject a Proposer found to be not Responsible.

4.10.2 Evaluation Criteria

Each Proposal meeting all Responsiveness requirements will be independently evaluated by members of an Evaluation Committee. Evaluation Committee members may change and DAS may have additional or fewer evaluators for optional rounds of competition.

Evaluators will assign a score for each evaluation criterion listed below in this section up to the maximum points available in the Point and Score Calculation section.

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

4.11 ROUND 1 POINT AND SCORE CALCULATIONS

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

Price points are calculated as stated in the Price Proposal Evaluation section below.

Round 1		Maximum Points Available
Proposer Qualifications		
3.3.14	Audits	50
3.3.15	Performance Standards and Service Level Guarantees	50
3.3.16	Experience/Qualification Description	100
3.3.17	Staffing, Key Person(s), Organizational Chart and Subcontractors	100
3.3.18	References & Sample Projects	30

Planning		
3.3.8	Statement of Work	350
3.3.9	Project Implementation Plan	150
3.3.11	Data Migration	100
3.3.19	Training Plan	250
3.3.20	Disaster Recovery & Business Continuity Plan	50
Solution Information		
3.3.10	Solution Functionality and High-Level Design	70
3.3.10.1	Solution Mandatory Functionality (Attachment I)	174
Security and Compliance		
3.3.13	Statewide Security Standards (Attachment J)	200
Price Proposal		
3.3.21	Price Proposal	326
TOTAL SCORE for ROUND 1		2000

4.11.1 Price Proposal Evaluation

Proposer shall submit the Price Proposal information as indicated in *Price Proposal* (Attachment E). Proposer shall also submit as part of the Services using *Price Proposal* (Attachment E), Section B, a list of Key Person(s) and the Services each will perform and the fully loaded billing rate for the Key Person(s) proposed to Work under the Contract, including any Subcontractors. Please note: The Key Person(s) information in *Price Proposal* (Attachment E), Section B is for informational purposes and will not be part of the scoring process.

The *Price Proposal* (Attachment E) must be submitted in a separate envelope as indicated in Section 3.2.2.

DAS reserves the right to negotiate the final Price Proposal under the Contract with the successful Proposer in accordance with Section 5.4.1 of this RFP.

4.11.1.1 Scoring

The Price Proposal identified in the *Price Proposal* (Attachment E), Section A is worth a maximum of 326 points. Each Price Proposal will be scored independently and will be compared with the lowest Price Proposal received from proposing firms according to the following sample formula.

"L" divided by "X" times "A" = "B"

A = Total Possible Points;

L = Lowest Price Proposal (proposed Price Proposal);

X = Price Proposal Being Compared (proposed Price Proposal);

B = Awarded Score

Example: A = 200 points, L = \$50, X = \$100, then B = 100 points

4.11.2 Preferences

4.11.2.1 Reciprocal Preference

For evaluation purposes per OAR 125-246-0310, the SPC will add a percent increase to each out-of-state Proposer's Proposal price that is equal to the percent preference, if any, given to a Resident Offeror in the [Proposer's state](#).

4.11.2.2 Recycled Materials

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

4.11.2.3 Tiebreakers

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

4.12 ROUND 1 RANKING OF PROPOSERS

The SPC, in its sole discretion, may conduct an evaluation committee meeting at the end of any round and the evaluators may review their scores. If the SPC elects to conduct an evaluation committee meeting, the SPC will ask for final scores at the end of the meeting.

The SPC will average the final scores for each Proposal in a given round of competition (calculated by totaling the points Awarded by each Evaluation Committee member and dividing by the number of members).

DAS will rank all Proposers at the conclusion of the evaluation and scoring and may, in DAS' sole discretion, determine an apparent successful Proposer with no additional rounds of competition. If additional rounds are conducted, DAS will rank advancing Proposers at the conclusion of each subsequent round and may determine an apparent successful Proposer at any time during the solicitation process.

The SPC will combine the average score for each Proposal. After any applicable preference has been applied, SPC will describe the rank order for each Proposer, with the highest score receiving the highest rank, and successive rank order determined by the next highest score.

4.13 ROUND 1 NEXT STEP DETERMINATION

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

- Interviews
- Presentations/Demonstrations/Additional Submittal Items
- Discussions and submittal of revised Proposals
- Sandbox
- Serial or simultaneous Negotiations
- Best and Final Offers

4.13.1 Competitive Range Determination

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

4.13.2 Competitive Range Protest

Proposer(s) excluded from a round may submit a Written protest of Competitive Range. Protests must:

- Be emailed to the SPC;
- Reference the RFP number;
- Identify Proposer's name and contact information;
- Be sent by an authorized representative
- State the reason for the protest;

- Be received within seven (7) calendar Days after issuance of the Notice of the Competitive Range unless a different due date and time is specified in such notice.

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

4.14 ADDITIONAL ROUNDS

4.14.1 Demonstration (Scored)

Proposers progressing to an additional round may be invited to provide demonstrations. Demonstrations may be in Person at a location determined by DAS; however, DAS may elect to conduct interviews via teleconference or video conference. Further details will be provided prior to scheduling demonstrations.

4.14.2 Interviews (Scored)

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

4.14.3 Sandbox (Scored)

DAS may elect to conduct trial run of the proposed Solution for an additional round. Further details will be provided prior when and if Sandbox is used.

4.14.4 Best and Final Offers (“BAFO”) (Scored)

Proposers in the Competitive Range may submit Best and Final Offers for an additional. Further details will be provided prior when and if Best and Final Offers will be used.

4.15 SCORING AND RANKING OF PROPOSERS FOR SUBSEQUENT ROUNDS

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

SECTION 5: AWARD AND NEGOTIATION

5.1 AWARD NOTIFICATION PROCESS

5.1.1 Award Consideration

DAS, if it Awards a Contract, shall Award a Contract to the highest ranking Responsible Proposer based upon the scoring methodology and process described in Section 4. DAS

may Award less than the full Scope defined in this RFP. If agreement with the highest ranking Responsible Proposer is not reached within thirty (30) calendar Days of the Notice of Intent to Award, DAS may withdraw the Notice to Intent to Award, select the next ranked Responsive and Responsible Proposer, issue an new Intent to Award notice and begin a new Award protest period. If agreement with that Proposer is not reached within thirty (30) calendar Days, DAS may offer Award to the next ranked Proposer and so on until agreement is reached or until DAS terminates the process. DAS may require reconfirmation of the qualifications and staffing of any Proposer. DAS, in its sole discretion, may make additional Award(s) for up to nine (9) months following the close of this Solicitation.

5.1.2 Intent to Award Notice

DAS will post a notice on ORPIN that DAS intends to Award a Contract to the selected Proposer(s) subject to successful Negotiation of any negotiable provisions.

5.2 INTENT TO AWARD PROTEST

5.2.1 Protest Submission

An Affected Proposer shall have seven (7) calendar Days from the date of the intent to Award notice to file a Written protest.

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

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

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

5.2.1.1 Protests must:

- Be delivered to the SPC via email, hard copy
- Reference the RFP number
- Identify prospective Proposer's name and contact information
- Be Signed by an authorized representative
- Specify the grounds for the protest
- Be received within seven (7) calendar Days of the intent to Award notice

5.2.2 Response to Protest

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

5.3 APPARENT SUCCESSFUL PROPOSER SUBMISSION REQUIREMENTS

5.3.1 Insurance

Prior to Award, Proposers shall secure and demonstrate to DAS proof of insurance as required in this RFP or as negotiated. Insurance Requirements are found in Exhibit B of the *Sample Contract* (Attachment A).

5.3.2 Taxpayer Identification Number

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

5.3.3 Business Registry

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

5.3.4 Responsibility Inquiry

Prior to Award, the apparent successful Proposer shall be required to complete and submit *Responsibility Inquiry* (Attachment G).

5.3.5 Pay Equity Certification

If selected for Award and the Contract value exceeds \$500,000 and Proposer employs 50 or more full-time workers, Proposer shall submit to DAS a true and correct copy of an unexpired Pay Equity Compliance Certificate, issued to the Proposer by the Oregon Department of Administrative Services. For instructions on how to obtain the Certificate, visit www.oregon.gov/das/Procurement/Documents/SB491PayEquity.pdf.

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

5.3.6 Nondiscrimination in Employment

As a condition of receiving the Award of a Contract under this RFP, Proposer must certify by its Signature on *Proposer Information and Certification Sheet* (Attachment C), in accordance with ORS 279A.112, that it has in place a policy and practice of preventing

sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. The policy and practice must include giving employees a written notice of a policy that both prohibits, and prescribes disciplinary measures for, conduct that constitutes sexual harassment, sexual assault, or unlawful discrimination.

5.4 CONTRACT NEGOTIATION

5.4.1 Negotiation

After selection of a successful Proposer, DAS may enter into Contract Negotiations with the successful Proposer.

The State intends to enter into a Contract with the successful Proposer substantially in the form set forth in *Sample Contract* (Attachment A). It may be possible to negotiate some provisions of the final Contract; however, many provisions cannot be changed. Proposer is cautioned that the State of Oregon believes modifications to the standard provisions constitute increased risk and increased price to the State. Therefore, the State will consider the Scope of requested exceptions in the evaluation of Proposal.

During the RFP question/answer period as defined in Sections 1.2, 4.2 and 4.3, Proposer may submit objections to or requests to change any provision in the *Sample Contract* (Attachment A). DAS does not have to accept any change.

By submitting a Proposal, Proposer agrees to comply with the requirements of the RFP, including the terms and conditions of the *Sample Contract* (Attachment A), with the exception of those terms listed below for Negotiation or revised by Addendum. Proposer may submit exceptions and proposed revisions to those sections of the *Sample Contract* (Attachment A) that are listed below as negotiable in its Proposal.

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

The State is willing to negotiate **ONLY** the following provisions:

- Term of the Contract
- Statement of Work
- Solution Functionality including security provisions
- Service Level Guarantees
- Compensation
- Indemnity
- Limitation of Liability
- License/Subscription Agreement

SECTION 6: ADDITIONAL INFORMATION

6.1 CERTIFIED FIRM PARTICIPATION

Pursuant to Oregon Revised Statute (ORS) Chapter 200, the State encourages the participation of small businesses, certified by the Oregon Certification Office for Business Inclusion and Diversity (“COBID”) in all contracting opportunities. This includes certified small businesses in the following categories: disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business. The State also encourages joint ventures or subcontracting with certified small business enterprises. For more information please visit <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?XID=6787&TN=oregon4biz>

If the Contract has potential subcontracting opportunities, the successful Proposer may be required to submit a completed *Certified Disadvantaged Business Outreach Plan* (Attachment F) prior to execution.

6.2 GOVERNING LAWS AND REGULATIONS

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

6.3 OWNERSHIP/PERMISSION TO USE MATERIALS

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

All Proposals submitted in response to this RFP become the Property of the State. By submitting a Proposal in response to this RFP, Proposer grants the State a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Proposal solely for the purpose of evaluating the Proposal, negotiating an agreement, if Awarded to Proposer, or as otherwise needed to administer the RFP process, and to fulfill obligations under Oregon Public Records Law (ORS 192.311 through 192.478). Proposals, including supporting materials, will not be returned to Proposer unless the Proposal is submitted late.

6.4 CANCELLATION OF RFP; REJECTION OF PROPOSALS; NO DAMAGES.

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

6.5 COST OF SUBMITTING A PROPOSAL

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

6.6 STATEWIDE E-WASTE/RECOVERY POLICY

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

6.7 RECYCLABLE PRODUCTS

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

6.8 CHECKLIST DISCLAIMER

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

ATTACHMENT A
SAMPLE CONTRACT

*****SEE ATTACHED DOCUMENT*****

ATTACHMENT B

DISCLOSURE EXEMPTION AFFIDAVIT

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

1. I am an employee of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this affidavit and accept the responsibilities stated herein.
2. I am aware that the Proposer has submitted a Proposal, dated on or about [insert date] (the "Proposal"), to the State of Oregon ("State") in response to Request for Proposals RFP #DASPS-1609-20 for Integrated Risk Management Solution, and I am familiar with the contents of the RFP and Proposal.
3. I have read and am familiar with the provisions of Oregon's Public Records Law, Oregon Revised Statutes ("ORS") 192.311 through 192.478, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.
4. I have reviewed the information contained in the Proposal. The Proposer believes the information listed in Exhibit A is exempt from public disclosure (collectively, the "Exempt Information"), which is incorporated herein by this reference. It is my opinion that the Exempt Information is exempt from disclosure under Oregon's Public Records Law under the specifically designated sections as set forth in Exhibit A or constitutes "Trade Secrets" under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:
 - A. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
 - i. is not patented,
 - ii. is known only to certain individuals within the Proposer's organization and that is used in a business the Proposer conducts,
 - iii. has actual or potential commercial value, and
 - iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

or

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

- i.** Derives independent economic value, actual or potential, from not being generally known to the public or to other Persons who can obtain economic value from its disclosure or use; and
- ii.** Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.

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

Affiant's Signature

State of _____)

) ss:

County of _____)

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

Notary Public for the State of _____

My Commission Expires: _____

EXHIBIT A TO ATTACHMENT B

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

ATTACHMENT C

PROPOSER INFORMATION AND CERTIFICATION SHEET

Legal Name of Proposer: _____

Address: _____ City, State, Zip: _____

State of Incorporation: _____ Entity Type: _____

Contact Name: _____ Telephone: _____ Email: _____

Oregon Business Registry Number (if required): _____

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

1. Proposer understands and accepts the requirements of this RFP. By submitting a Proposal, Proposer agrees to be bound by the Contract terms and conditions in *Sample Contract* (Attachment A) and as modified by any Addenda, except for those terms and conditions that DAS has reserved for negotiation, as identified in the RFP.
2. Proposer acknowledges receipt of any and all Addenda to this RFP.
3. Proposal is a Firm Offer for one-hundred eighty (180) calendar Days following the Closing.
4. If Awarded a Contract, Proposer agrees to perform the Scope of Work and meet the performance standards set forth in the final negotiated Scope of Work of the Contract.
5. I have knowledge regarding Proposer's payment of taxes and by signing below, I hereby certify that, to the best of my knowledge, Proposer is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
6. Proposer does not have any undisclosed liquidated and delinquent debt owed to the State of Oregon or any agency, board, commission, department or divisions of the State.
7. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When Awarding subcontracts, Proposer does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business. If applicable, Proposer has, or will have prior to Contract execution, a written policy and practice, that meets the requirements described in ORS 279A.112 (formerly HB 3060), of preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class. DAS may not enter into a Contract with an anticipated Contract price of \$150,000 or more with a Proposer that does not certify it has such a policy and practice. See <https://www.oregon.gov/DAS/Procurement/Pages/hb3060.aspx> for additional information and sample policy template.

8. Proposer and Proposer's employees, agents, and subcontractors are not included on:
- A. the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>, or
 - B. the government wide exclusions lists in the System for Award Management found at: <https://www.sam.gov/portal/>
9. Proposer certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Proposer, its employees, or its agents, on the one hand, and the business or economic interests of the State, on the other hand, arising out of, or relating in any way to, the subject matter of the RFP. If any changes occur with respect to Proposer's status regarding conflict of interest, Proposer shall promptly notify the State in writing.
10. Proposer certifies that all contents of the Proposal (including any other forms or documentation, if required under this RFP) and this Proposal Certification Sheet are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.
11. Proposer understands that any Statement or representation it makes, in response to this RFP, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, made under Contract being a "false claim" {ORS 180.750(2)} subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.
12. Proposer acknowledges these certifications are in addition to any certifications required in the Contract and Statement of Work in *Sample Contract* (Attachment A) at the time of Contract execution.

Authorized Signature

Date

(Printed Name and Title)

ATTACHMENT D - REFERENCE CHECK FORM

Proposer Name: _____

Reference Entity: _____

Reference Contact Name: _____

Contact Telephone Number: _____

Contact Email Address: _____

Please rate the following questions on a scale of 0-10:

0 = Not satisfied 5 = Moderately satisfied 10 = Extremely satisfied.

1. How would you rate the Proposer's overall quality of Services provided and your overall relationship with the Proposer?

Score: _____

Comments: _____

2. How would you rate the Proposer's delivery of service?

Score: _____

Comments: _____

3. How would you rate the Proposer's responsiveness to customer service issues and special requests (e.g., reported problems, changes billing, etc.)?

Score: _____

Comments: _____

ATTACHMENT E

PRICE PROPOSAL

*****SEE ATTACHED DOCUMENT*****

ATTACHMENT F

CERTIFIED DISADVANTAGED BUSINESS OUTREACH PLAN

Proposer Name: _____ Date: _____

Contact Name: _____ Telephone: _____ Email: _____

“Certified Firm” means a small business certified under ORS 200.055 by the Oregon Certification Office for Business Inclusion and Diversity (“COBID”) as minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own, and emerging small businesses.

Certified Firms must have an equal opportunity to participate in the performance of Contracts financed with State funds. By submitting its Proposal, Proposer certifies that it has taken, and if there are further opportunities, will take reasonable steps to ensure that Certified Firms are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this Procurement.

The information submitted in response to this clause will not be considered in any scored evaluation.

1. Is Proposer an Oregon certified firm? Yes No

If yes, indicate all certification type(s): DBE MBE WBE SDV ESB and supply

Oregon State Certification Number: _____

2. Include a list of Certified Firms that Proposer has had a contractual relationship with within the last two (2) years.

3. Include a list of firms that Proposer has had a contractual relationship with within the last two (2) years that are not Certified Firms but may be minority-owned, woman-owned, service-disabled veteran-owned or emerging small businesses.

4. Does Proposer foresee any subcontracting opportunities for this Procurement? Yes No

If no, do not complete the rest of this form and submit this first page with the Proposal.

If yes, please complete the following questions 5-7 and submit with the Proposal.

5. Describe the steps Proposer will take to solicit Certified Firms for subcontracting opportunities if Awarded a Contract from this Procurement.

6. Describe the subcontracting opportunities and the approximate dollar value of each that may be available, if Awarded a Contract.

7. Would Proposer be willing to report the identity of each subcontractor and the value of each subcontract to COBID if Awarded a Contract from this Procurement?

ATTACHMENT G

RESPONSIBILITY INQUIRY

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

1. Does Proposer have available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to demonstrate the capability of Proposer to meet all contractual responsibilities? **YES** / **NO** .
2. Within the last five years, how many contracts of a similar nature has Proposer completed that, to the extent that the costs associated with and time available to perform the contract remained within Proposer's control, Proposer stayed within the time and budget allotted, and there were no contract claims by any party? Number: ____

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

Response:

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

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

Response:

4. Within the last three years, has Proposer had:
 - any contracts terminated for default by any government agency, or
 - any lawsuits filed against it by creditors or involving contract disputes? **YES** / **NO**

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

Response:

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

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

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

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

Response:

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

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

Response:

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

If "NO," please explain.

Response:

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

Response:

AUTHORIZED SIGNATURE

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

Proposer Name:	RFP:
----------------	------

	Project Name:
--	---------------

Authorized Signature

Date

Print Name

Title

ATTACHMENT H

PROJECT SPECIFICATIONS DEFINITIONS

*****SEE ATTACHED DOCUMENT*****

ATTACHMENT I

SOLUTION FUNCTIONALITY

*****SEE ATTACHED DOCUMENT*****

ATTACHMENT J

STATEWIDE SECURITY STANDARDS

*****SEE ATTACHED DOCUMENT*****