



ABBREVIATED CONSENT CALENDAR FORMAT

Memorandum Date: August 28, 2023

Order Date: September 19, 2023

TO: Board of County Commissioners

DEPARTMENT: Sheriff's Office

PRESENTED BY: Debby Haller, Finance Manager

AGENDA ITEM TITLE: ORDER/IN THE MATTER OF APPROVING AN
INTERGOVERNMENTAL AGREEMENT WITH OREGON
DEPARTMENT OF CORRECTIONS FOR PARTICIPATION IN A
STATEWIDE AUTOMATED VICTIM NOTIFICATION SYSTEM
AND DELEGATING AUTHORITY TO THE COUNTY
ADMINISTRATOR TO EXECUTE THE IGA

I. MOTION

Move approval of an Intergovernmental Agreement (IGA) with Oregon Department of Corrections (DOC) for participation in a statewide automated victim notification system and delegate authority to the County Administrator to execute the IGA.

II. DISCUSSION

A. Background Analysis

Lane County has participated in the DOC's victim notification system in the past. The state is now contracting with a new service provider for the notifications and the current IGA is being replaced. The new provider is Information Strategies, Inc. and the notification system identification will change to SAVNS. Under the IGA, DOC has the authority to grant non-exclusive, non-transferable sublicenses to local agencies desiring to participate.

SAVNS provides a 24-hour automated victim notification system that will give victims of violent crimes access to and notification about critical information concerning the criminal justice process and events related to the criminal offender.

Participation in the SAVNS program has no cost associated with it for Lane County.

The contract will be in place for six years and will automatically renew for another six-year period if DOC remains with the same vendor.

B. Health Implications

There are no direct health implications of this agreement; however, victims of violent crimes likely see a benefit to having access to the criminal justice process related to their case.

III. RECOMMENDATION

Staff recommends approving this IGA with the DOC and continuing participation in the statewide victim notification system.

IV. ATTACHMENTS

Board Order

IGA with Department of Corrections

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 23-09-19-06

In the Matter of APPROVING AN
INTERGOVERNMENTAL AGREEMENT
WITH OREGON DEPARTMENT OF
CORRECTIONS FOR PARTICIPATION IN A
STATEWIDE AUTOMATED VICTIM
NOTIFICATION SYSTEM AND
DELEGATING AUTHORITY TO THE
COUNTY ADMINISTRATOR TO EXECUTE
THE IGA

WHEREAS, the Oregon Department of Corrections (DOC), entered into a new software subscription with Information Strategies, Inc. for a statewide automated victim notification system and has the authority to grant non-exclusive, non-transferable sublicenses to local agencies desiring to participate; and

WHEREAS, the Lane County Sheriff's Office has historically participated in the notification system and wishes to continue participation into the future; and

WHEREAS, the DOC will provide sublicensing for a period of six years at no cost to the County; and

WHEREAS, Lane Manual Chapter 20 requires Board of County Commissioner approval of contracts or IGA's in excess of three years.

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. Approve an Intergovernmental Agreement with the Oregon Department of Corrections for participation in a statewide automated victim notification system.
2. Delegate authority to the County Administrator to execute the IGA.

ADOPTED this 19th day of September, 2023.

Pat Farr, Chair
Lane County Board of Commissioners

SAVNS INTERGOVERNMENTAL AGREEMENT #6580

THIS AGREEMENT is made and entered into by and between the State of Oregon, acting by and through its Department of Corrections ("DOC") and Lane County, by and through its Sheriff's Office ("Local Agency").

RECITALS

WHEREAS, DOC, the Oregon Department of Justice (DOJ), state and local law enforcement and corrections officials, court administrators and prosecutors, and victims of violent crimes and victims' advocates, have identified as an important goal the development of a statewide 24-hour automated victim notification system that will give victims of violent crimes access to and notification about critical information concerning the criminal justice process and events related to the criminal offender; and

WHEREAS, DOC entered into a services agreement attached hereto as Exhibit A with Information Strategies, Inc. (the "Service Provider"), a provider of a statewide automated victim notification system ("SAVNS");

WHEREAS, Local Agency desires to participate in SAVNS;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions set forth below, the parties hereby agree as follows:

1. EFFECTIVE DATE

This Agreement is effective on the date on which the last party has signed this Agreement and all required approvals have been obtained, or on the effective date of the service agreement between DOC and Service Provider (the "SAVNS Service Agreement"), whichever is later ("Effective Date").

2. LOCAL AGENCY AS SUBLICENSEE

Pursuant to authority granted to DOC in the SAVNS Service Agreement with the Service Provider, DOC hereby grants a non-exclusive, non-transferable sublicense to Local Agency to participate in SAVNS. Local Agency's participation shall be governed by the terms of the SAVNS Service Agreement and the terms and conditions stated in this Agreement. Local Agency's sublicense terminates upon termination of the SAVNS Service Agreement, or as otherwise terminated under this Agreement.

3. LICENSE FEES

Local Agency acknowledges that license fees payable to the Service Provider for services rendered to DOC and Local Agency under the SAVNS Service Agreement, consisting of start up costs, if any, and annual maintenance fees, will be paid by DOC from the Effective Date through the date of expiration of the initial term of this Agreement as described in Section 6 below.

If the SAVNS Service Agreement is extended beyond the initial term, to the extent DOC cannot fund payment of maintenance fees for such contract extension period for any reason including the reason stated in Section 4 below, DOC may assess Local Agency for maintenance fees, in an amount to be determined by DOC, for Local Agency's continued participation in SAVNS beyond the initial term of this Agreement.

4. FUNDS AVAILABLE AND AUTHORIZED

DOC represents that as of the Effective Date of this Agreement DOC believes it has sufficient funds available and authorized for expenditure to pay license fees consisting of start up fees, if any, and annual maintenance fees for six (6) years of service under the SAVNS Service Agreement. Payment of annual maintenance fees for SAVNS for contract extension periods beyond the six (6) year term is contingent upon DOC receiving from the Oregon Legislative Assembly or other funding sources sufficient funds, appropriations, limitations and other expenditure authority to pay those maintenance fees. In the event the Oregon Legislative Assembly or other funding source fails to provide funds or approve sufficient appropriations, limitations, and other expenditure authority, as set forth in Section 3 above, DOC may assess Local Agency to pay necessary maintenance fees to ensure the continued availability of SAVNS services during any contract extension period, or alternatively, DOC may terminate this Agreement, effective upon delivery of written notice to Local Agency. In the event of termination, DOC shall provide written notice to Local Agency as soon as possible, and termination of this Agreement shall be effective immediately, but shall not affect obligations of either party to the other that have accrued prior to the date of notice and for which funding lawfully is available.

5. OBLIGATIONS OF LOCAL AGENCY

As part of its license to participate in SAVNS, Local Agency agrees to comply with and perform the following obligations under this Agreement:

a) Compliance with SAVNS Service Agreement

Local Agency shall comply and shall cause its officers, employees, contractors or agents to comply, with all provisions of the SAVNS Service Agreement.

b) Interface

(1) Local Agency shall maintain timely and accurate data input into its computer systems from which the Service Provider can interface, extract and make appropriate, timely notification calls on, or answer appropriate status inquiry calls from the public. Local Agency understands that delays in inputting qualified offender status changes would substantially diminish the value of the interface and the total system.

(2) If Local Agency does not have a software interface between its existing computer system and the Service Provider's Call Center, or converts to a type or version of software that is incompatible with the interface to the Service Provider's Call Center, Local Agency shall provide a sufficient amount of technical computer staff support in order to assist in the development of the software interface. Specifically, Local Agency technical staff will develop a process to transfer pertinent information into a transaction file in order for the Service Provider's interface to harvest the information in the transaction file and transmit it back to its Call Center. The programming cost of creating this transaction file process, along with providing the Service Provider assistance with the programming and testing of its interface, will be the responsibility of Local Agency. If the owner of the software being used by Local Agency for its case management system requires a one time fee in order to allow the Service Provider interface authorization, this fee, if assessed, will be the responsibility of DOC, not Local Agency. If Local Agency does not have an automated case management system, DOC will assert all rights granted to it under the SAVNS Service Agreement to request the Service Provider's assistance in establishing a system and system interface for Local Agency that will permit Local Agency to participate in SAVNS.

c) Training

(1) Locations

Local Agency shall identify a point of contact for the Service Provider to undertake the following duties:

- (i) to determine locations of regional monthly training sessions across the state;
- (ii) to provide Service Provider with the names and phone numbers of those hosting the monthly training sessions;
- (iii) to schedule the times of the training sessions;
- (iv) to secure equipment for the training sessions (i.e. VCRs, overhead projectors, etc.).

(2) Invitations

Local Agency shall supply Service Provider with names and addresses of individuals or agencies (police/victim advocates) to invite to training sessions. Local Agency understands that the Service Provider will work with Local Agency's point of contact person to draft and approve of the invitation to training sessions.

(3) Actual Training

Local Agency's point of contact person shall attend training sessions if possible to address local issues that a trainer cannot answer.

d) Media Relations

(1) News Conference

- (i) At DOC's request, Local Agency shall assist DOC's Public Information Officer and the Service Provider with plans to invite media to attend training sessions; DOC may request Local Agency's assistance with the planning of any news conferences to be conducted by DOC;
- (ii) Local Agency shall offer any necessary assistance requested by DOC relating to DOC's preparation of news releases;
- (iii) At DOC's request, Local Agency shall assist Service Provider in developing media lists;
- (iv) Local Agency shall ensure that appropriate participants are invited to or included in news conferences.

(2) Media Assistance

At DOC's request, Local Agency shall help secure a local spokesperson to appear on news talk shows and at other events.

(3) Public Service Announcements

- (i) At DOC's request, Local Agency will assist DOC with DOC's development and approval of television and radio public service announcements;
- (ii) At DOC's request, Local Agency shall offer any necessary assistance with the placement of Public Service Announcements on local stations and cable outlets.

e) Miscellaneous

(1) At DOC's request, Local Agency shall work with Service Provider to produce additional support materials in accordance with the SAVNS Service Agreement;

(2) At DOC's request, Local Agency shall work with Service Provider to provide long-term media relations support for National Crime Victims Rights Week events and for Domestic Violence Awareness Month events.

6. TERM

This Agreement begins on the date designated under Section 1 of this Agreement and expires when the SAVNS Service Agreement between DOC and the Service Provider expires or is terminated, unless this Agreement terminated early under the provisions of Section 7 below.

7. TERMINATION

7.1 DOC or Local Agency may terminate this Agreement without cause at any time upon thirty (30) days' prior written notice to the other party.

7.2 DOC may terminate this Agreement if Local Agency commits any material breach or default of any covenant, warranty, or obligation under this Agreement, fails to perform its commitments hereunder within the time specified or any extension thereof, and Local Agency fails to cure such failure within five (5) calendar days after delivery of DOC's notice or such longer period as DOC may specify in such notice.

7.3 Upon expiration or termination of this Agreement, all rights and obligations of DOC and Local Agency under this Agreement shall cease except those rights and obligations that expressly survive expiration or termination of this Agreement. The rights and obligations of the parties under Sections 8, 9, 10, 20, 23 and 24 survive the expiration or termination of this Agreement.

8. CONTRIBUTION

8.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 8 with respect to the Third Party Claim.

8.2 With respect to a Third Party Claim for which Agency is jointly liable with Local Agency (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Local Agency in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Local Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Local Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

8.3 With respect to a Third Party Claim for which Local Agency is jointly liable with Agency (or would be if joined in the Third Party Claim), Local Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of Local Agency on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Local Agency on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Local Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

9. REPRESENTATIONS AND WARRANTIES OF DOC

DOC represents and warrants to Local Agency that:

9.1 DOC meets the eligibility criteria for participation in the statewide automated victim notification system development program as authorized under ORS 147.231.

9.2 DOC has the power, authority and legal right to enter into this Agreement and to incur and perform its obligations under this Agreement pursuant to ORS 190.110.

9.3 Execution of this Agreement and DOC's performance hereunder have been duly authorized by all necessary action of DOC and this Agreement has been duly executed and delivered on behalf of DOC.

10. REPRESENTATIONS AND WARRANTIES OF LOCAL AGENCY

Local Agency represents and warrants to DOC that:

10.1 Local Agency meets the eligibility criteria for participation in the statewide automated victim notification system development program as authorized under ORS 147.231.

10.2 Local Agency has the power, authority and legal right to enter into this Agreement and to incur and perform its obligations under this Agreement pursuant to ORS 190.110.

10.3 Execution of this Agreement and Local Agency's performance hereunder have been duly authorized by all necessary action of Local Agency and this Agreement has been duly executed and delivered on behalf of Local Agency.

11. SUBCONTRACTS AND ASSIGNMENTS

Neither party may assign or transfer any of its interests in this Agreement without the prior written consent of the other party. The provisions of this Agreement are binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

12. THIRD PARTY BENEFICIARY

DOC and Local Agency are the only parties to this Agreement and are the only parties entitled to enforce its terms. The Service Provider is a third party beneficiary to this Agreement entitled to enforce only those obligations imposed on Local Agency that arise out of Section 5 of this Agreement. Nothing in this Agreement gives, is intended to give, or will

be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to any other third persons.

13. COMPLIANCE WITH APPLICABLE LAW

Local Agency shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement, as may be adopted or modified from time to time.

14. WORKERS' COMPENSATION

All employers, including Local Agency, that employ subject Workers who provide Services under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Local Agency shall ensure that each of its subcontractors complies with these requirements.

15. SEVERABILITY

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

16. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

17. ENTIRE AGREEMENT; AMENDMENTS

This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement will bind either party unless in writing and signed by both parties and all necessary signatures and approvals have been obtained. Such waiver, consent, modification or change, if made, is effective only in the specific instance and for the specific purpose given. This Agreement may be amended, modified or supplemented only by a written amendment signed by DOC and Local Agency. No amendment shall be effective until all requisite signatures and approvals are obtained.

18. NO WAIVER

No failure on the part of either party to exercise, or delay in exercising, any right or remedy under this Agreement, shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy under this Agreement preclude any other or further exercise thereof or the exercise of any other right or remedy. The remedies provided in this Agreement are cumulative and not exclusive of any other remedies provided by law.

19. TIME IS OF THE ESSENCE

Time is of the essence in DOC's and Local Agency's performance of each and every obligation and duty under this Agreement.

20. CONFIDENTIALITY

Local Agency and DOC agree that for and during the entire term of this Agreement, any confidential information or data received from each other shall be considered and kept as

the private and privileged records of the party providing the information and will not be divulged in any form to any person, firm, corporation, or other entity except as required by the Oregon Public Records Act and as provided by this Agreement and in the SAVNS Service Agreement. Further, upon the termination of this Agreement for any cause, the parties agree that they will continue to treat as private and privileged such information or data received and will not release any such information except as required by the Oregon Public Records Act, and will, upon request, return such information to the requesting party.

21. INDEPENDENT CONTRACTOR STATUS

The parties are acting in their individual capacities and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Specifically, and not in limitation of the foregoing, neither DOC nor Local Agency, or their affiliates, officers, employees or agents are or shall be construed to be officers, employees or agents of each other for purposes of the Oregon Tort Claims Act, ORS 30.260 to 30.300.

22. FORCE MAJEURE

Neither DOC nor Local Agency shall bear any liability or responsibility whatsoever to each other or to any other party for any failure to perform or delay caused by an event which is beyond the reasonable control of the nonperforming party, and any such failure or delay due to said causes or any of them.

23. GOVERNING LAW; VENUE; CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between DOC and Local Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, that if a Claim must be brought in a federal forum, then it shall be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURT(S). In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or consent to the jurisdiction of any court.

24. ACCESS TO RECORDS

The parties shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles and shall maintain any other records relating to this Agreement in such a manner as to clearly document each parties' performance hereunder. The State of Oregon, and its agencies, and the Secretary of State Audits Division and their duly authorized representatives, shall have access to such fiscal records and to all other books, documents, papers, plans and writings of the parties which relate to this Agreement to perform examinations and audits and make excerpts and transcripts. The parties shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

25. NOTICES

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery of or mailing the same, postage prepaid, to DOC or Local Agency at the addresses set forth below, or to such other addresses as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) calendar days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually received by the appropriate authorized representative.

Either Party may change their authorized representative by providing the other Party written notification of such change.

Authorized Representative for DOC:

Saydyie DeRosia
Victims Services Program Coordinator
3723 Fairview Industrial Drive SE, Suite 200
Salem, OR 97302
Telephone: 503-302-5388 (Cell)
E-mail: Saydyie.L.DeRosia@doc.oregon.gov

Authorized Representative for Local Agency:

Cliff Harrold
Sheriff
125 E 8th Avenue
Eugene, OR 97401
541-682-4434
clifton.harrold@lanecountyor.gov

26. COMMUNICATIONS/DISPUTE RESOLUTION

The parties agree to work together in good faith and to avoid disputes, recognizing their intentions to work together achieves mutual goals operating and sustaining the statewide automated victims notification system. The parties agree that sharing information between DOC and Local Agency officers and employees is deemed critical and appropriate.

If a dispute arises, the parties agree to the following protocol:

- 1) DOC's and Local Agency's authorized representatives identified in Section 25 above will meet to define the dispute and clearly identify the decisions that need to be made for dispute resolution, especially those decisions dependent on the consensus between parties.
- 2) Failing agreement or dispute resolution by the parties in Step 1, senior management personnel designated by DOC and Local Agency, respectively, will join the parties' authorized representatives for reasonable discussions relating to the dispute and to specify a timeline for dispute resolution. If the dispute is not resolved within fourteen (14) calendar days, or such other period as mutually agreed upon by the parties, the parties will submit to mediation.
- 3) Each party shall select one mediator, and the two mediators shall select a third mediator

to hear the dispute, before which time the mediators shall establish the procedure for the mediation. Any decision rendered by the mediators shall be non-binding on the parties.

Failing resolution by mediation, the parties may avail themselves of any other judicial, legal, and/or lawful remedies available to them, but only after the parties have attempted to resolve any dispute with the procedures available under Steps 1 through 3 of this Agreement.

The parties shall bear their own costs, expenses, and counsel fees associated with Steps 1 and 2, and pay equally the fees and expenses of the mediation under Step 3 unless otherwise agreed in writing.

27. SIGNATURE APPROVALS; CERTIFICATION

The undersigned representatives of DOC and Local Agency agree and certify on behalf of the agencies they represent that:

- a. Each has read and understands all terms and conditions contained in this Agreement (including Exhibit A attached hereto);
- b. Each is an authorized representative of the agency on whose behalf he or she or they is signing this Agreement, is specifically authorized to execute and deliver this Agreement on behalf of that agency, and the information provided in this Agreement is true and accurate;
- c. The agency each represents shall be bound by and will comply with all requirements, specifications, and terms and conditions contained in this Agreement; and
- d. The agency each represents is not in violation of any Oregon tax laws.

The parties have executed this SAVNS INTERGOVERNMENTAL AGREEMENT as of the date set forth below.

STATE OF OREGON ACTING BY AND
THROUGH ITS' DEPARTMENT OF
CORRECTIONS

Eric McDowell, Contracts Officer

Date

Approved as to legal sufficiency
/s/ N/A

LOCAL AGENCY:
LANE COUNTY

Signature

Printed Name

Title

Date

Signature

Printed Name

Title

Date

Signature

Printed Name

Title

Date

VISOR Access Agreement

Exhibit A

Professional Services Contract #6124

This Professional Services Agreement ("Contract") is by and between Information Strategies, Inc. ("Contractor" or "InfoStrat") with offices at 5101 Wisconsin Ave NW, Suite 420, Washington DC 20016 and the State of Oregon, acting by and through the Department of Corrections ("Customer" or "ODOC") with offices at 3723 Fairview Industrial Dr. SE, Salem OR 97302-4975 pursuant to the terms and conditions set forth herein, including any software license.

Customer and Contractor agree as follows:

- 1. Incorporation of 47QTCA23D003L.** This Contract incorporates the provisions of the General Services Administration Contract 47QTCA23D003L, subject to the State-Specific Constitutional, Statutory, Customer policies, and other requirements set forth herein. Customers are entitled to rely upon all of the representations and warranties, rights, remedies, and benefits under the 47QTCA23D003L and this Contract. This Contract is comprised of the following documents which will be interpreted in the following order of precedence:
 - 1) this Contract, less it exhibits and attachments.
 - 2) Exhibit No. 8, Criminal Justice Information Requirements.
 - 3) Exhibit No. 1, State Specific Constitutional, Statutory, Customer policies and other requirements;
 - 4) Exhibit No. 6, Subscription License to Use Combined Software;
 - 5) Exhibit No. 7, Service Level Agreements and Performance Standards;
 - 6) Exhibit No. 5, GSA contract 47QTCA23D003L and Contractor's Additional Terms and Conditions;
 - 7) Exhibit No. 2, Statement of Work and Hourly Rates;
 - 8) Exhibit No. 3, Insurance Requirements;
 - 9) Exhibit No. 9, Payment Table;
 - 10) Exhibit No. 4, Contractor and Customer Personnel; and
 - 11) Terms and conditions or other provisions included in any preprinted or online Contractor materials, guidelines, specifications, underlying Contractor agreements or Contractor policies, or any other provisions related to the Combined Software, or the Services published by Contractor after the Effective Date of this Contract and not added through the amendment process.
- 2. Authority.** Customer has the procurement and contracting authority to award and enter into this Contract pursuant to Delegation # REQ-DASOBO-00027749 and through the federal cooperative procurement under the General Services Administration, Multiple Award Schedule and to use GSA contract 47QTCA23D003L to obtain Contractor's services to provide a replacement Victim Automated Notification system. The purpose of this system is to provide victims of crime with access to and notification of critical information concerning the criminal justice process and events related to the criminal offender, including the status of their offender and the case against them.
- 3. Term.** This Contract is effective on the date signed by all parties and upon receipt of all necessary approvals ("Effective Date"). This Contract terminates upon final acceptance of all the completed Tasks and listed maintenance and support unless extended or terminated earlier pursuant to the provisions herein. Customer may renew this Contract for additional terms upon agreement of the Contractor.

4. Performance.

4.1. Contractor Responsibilities. Contractor shall deliver, deploy, and configure the SAVIN360 solution, a replacement system, and The Portal Connector ("TPC"), a public-facing portal, which together are referred to as the "Combined Software", and to assist Customer with training, promotion, and public relations campaign designed to reach crime victims within the community. Contractor shall perform the work as described in the Statement of Work, attached hereto as Exhibit No. 2, in accordance with the applicable current, accepted project implementation plan and schedule and the standards and methodologies set forth in the Statement of Work, and elsewhere in this Contract, including the GSA contract 47QTCA23D003L and Contractor's Additional Terms, attached as Exhibit No. 5, Contractor's Subscription License to Use Combined Software, attached as Exhibit No. 6, and the Service Level Agreements and Performance Standards, as set forth in Exhibit No. 7. Contractor shall cooperate with Customer and its designated third-party contractors by providing access and information on Contractor's Services (such as architecture, design, operating environment, security, interfaces, and operating parameters) as required for all oversight activities and Customer-identified third-party services.

4.2. Responsibilities of Customer. If a Statement of Work requires Customer to provide any resources, and Customer fails to provide the requisite quality or quantity of such resources or fails to provide such resources in a timely manner for a period that does not exceed seven (7) Calendar Days, Contractor's sole remedy is an extension of the applicable delivery dates corresponding to the delay caused by Customer. If Customer's failure to provide such resources exceeds seven (7) Calendar Days, and Contractor can show to the reasonable satisfaction of Customer that Customer's failure has resulted in an unavoidable increase in the cost of the Services required for the Statement of Work, then Contractor will be entitled to recover from Customer the reasonable amount of such increased costs. Contractor's right to delay applicable delivery dates or recover for increased costs may be exercised only if Contractor provides Customer with reasonable notice of Customer's failure and Contractor uses commercially reasonable efforts to perform notwithstanding Customer's failure to perform.

5. Notice. Whenever any notice, statement or other communication is required under this Contract, it will be sent by e-mail to the following individuals, unless otherwise specifically advised.

5.1. Notices to Customer shall be sent to:

Parrish Van Wert
parrish.l.vanwert@doc.oregon.gov
Oregon Department of Corrections
Headquarters
3723 Fairview Industrial Dr. SE
Salem OR 97302-4975

5.2. Notices to Contractor shall be sent to:

Xavier Shorter
Xavier.shorter@sylogist.com
Information Stratégies Inc.

5101 Wisconsin Ave NW, Suite 420
Washington DC 20016

- 6. Entire Agreement.** This Contract together with 47QTCA23D003L and all the exhibits, sets forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof.
- 7. Certifications.** The undersigned certifies that he/she has the authority and knowledge to make the following certifications and hereby certifies under penalty of perjury:
- 1) The number set forth below is Contractor correct taxpayer identification number;
 - 2) Contractor is not subject to backup withholding because: (i) Contractor is exempt from backup withholding; (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends; or (iii) the IRS has notified Contractor/Consultant that Contractor/Consultant is no longer subject to backup withholding.
 - 3) Contractor has faithfully complied with, is not in violation of, and shall comply with: (i) the tax laws of this State, including but not limited to ORS 305.380(4), ORS 305.620 and ORS chapters 316, 317, and 318; and (ii) any tax provisions imposed by a political subdivision of this State that applies to Contractor, Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; and (iii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
 - 4) Contractor has no undisclosed liquidated and delinquent debt owed to the State of Oregon or any of its agencies, boards, commissions, departments or divisions of this State.
 - 5) Contractor is and at all times shall act as an independent contractor and not as an agent or employee of Customer. Contractor has no right or authority to incur or create any obligation for or legally bind Customer in any way. Contractor is not an "officer", "employee", or "agent" of Customer (or any other agency, office, or department of the State of Oregon), as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary. Neither party shall make any statements, representations, nor commitments of any kind or to take any action binding on the other except as provided for herein or authorized in writing by the party to be bound.
 - 6) In the event that Contractor is a general partnership or joint venture, that Contractor signature(s) on this Amendment constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Contract.
 - 7) Contractor is not in violation of and shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. In addition, Contractor shall not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor shall not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or

another person.

- 8) Contractor understands and acknowledges it is 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. By its execution of the Contract, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or cause to be made that pertains to the Contract, including but not limited to Contractor invoices, correspondence, reports, or other deliverables.
- 9) Contractor certifies that it has a written policy and practice that meets the requirements described in ORS 279A.112 for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material condition, to maintain such policy and practice in force during the term of this Contract.

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IN WITNESS WHEREOF:

INFORMATION STRATEGIES, INC.

Authorized Representative: Xavier Shorter

Title: Vice President, Finance and CFO

Date: 2/8/2023

FEID: 52-1664004

STATE OF OREGON, acting by and through the DEPARTMENT OF CORRECTIONS

Authorized Representative:  Digitally signed by Eric McDowell
Date: 2023.02.17 06:52:54 -08'00'

Title: Contracts Officer

Date: 2/17/2023

Approved for legal sufficiency pursuant to ORS 291.047 and OAR 137-045-0030.

By: Karen Johnson, by email
Sr. Assistant Attorney General

Date: By email dated 2/8/23
Matter No. 291200, GF1396-21

EXHIBIT NO. 1

STATE SPECIFIC CONSTITUTIONAL, STATUTORY, POLICY AND OTHER REQUIREMENTS

The following State Specific Constitutional, Statutory, Policy and other requirements apply to the Combined Software and Services under this Contract:

1. Definitions.

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

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

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

“Authorized Representative” means a person representing a party to this Contract who is authorized to make commitments and decisions on behalf of the party regarding the performance of this Contract. Contractor’s Authorized Representative is the person so identified in Exhibit No. 4.

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

“Combined Software” means Contractor’s SAVIN360 solution, a replacement system; and The Portal Connector (“TPC”), a public-facing portal.

“Contractor Intellectual Property” means any intellectual property that is owned by Contractor, which includes Combined Software, any proprietary software or systems described in Exhibit 6, Documentation, and derivative works and compilations of any Contractor Intellectual Property.

Customer Data means information created and information stored by Customer through the Services. Customer Data is Confidential Information.

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

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

“Defect” means a reproducible failure of the Combined Software to operate in accordance with the specifications under a Statement of Work, or as required under a Service Level Agreement, despite the proper use of the Combined Software. A Defect may be due to a data error, or a problem with the Combined Software, Documentation, or both. Prior to Final Acceptance, a Defect may be due to a missed, missing, or misinterpreted requirement or specification. Defects are classified as follows:

Level 1 – Catastrophic. The Combined Software or a main subsystem is unavailable, preventing the Combined Software or a core function from operating or causing core

functions or major functionality to operate with grossly incorrect results, such as material data processing errors. There is no workaround.

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

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

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

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

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

“Production Environment” means the logical group of virtual or physical resources that is a permanent environment established for the daily business use and maintenance of the Combined Software in a live environment.

“Services” means all effort to be expended by the Contractor under the Contract, including installation, configuration, implementation, maintenance and support of the Combined Software, completion of Tasks, and development and delivery of Deliverables and Work Product described in a Statement of Work.

“Solution” means the sum of the Services, including Work Product, Deliverables, intellectual property, Combined Software and Documentation described in a Statement of Work that comprises the system, functionality, and operations that Contractor will deliver under this Contract.

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

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

“Work Product” means things that are specifically made, conceived, discovered, or reduced to practice by Contractor or Contractors subcontractors or agents (either alone or with others) for the Customer pursuant to the Contract. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include: (i) Customer Intellectual Property; (ii) Contractor Intellectual Property or modifications to Contractor Intellectual Property that have potential use for others and not specifically designed or created for Customer; or (iii) Third-Party Intellectual Property.

2. Ownership and Licenses.

- 2.1. **Ownership of Customer Data.** Any Customer Data Contractor or its employees or agents receives or creates relating to Customer or Customer's clients is owned by Customer. Customer hereby grants Contractor a license to use Customer Data to fulfill the purposes of this Contract, and otherwise only as specifically described in this Contract. Contractor hereby irrevocably assigns, transfers and conveys, and will cause its employees, subcontractors and agents to assign, transfer and convey without further consideration all right, title, and interest in Customer Data to Customer. Upon request by Customer, Contractor will or will cause the execution and delivery of any documents that may be necessary to preserve, or enable Customer to enforce, its rights with respect to Customer Data.
- 2.2. **Customer Intellectual Property.** Customer owns all Customer Intellectual Property, including Work Product and Customer Data, provided to or collected by Contractor pursuant to this Contract. Customer grants Contractor a non-exclusive, royalty-free, world-wide license to use, copy, display, distribute, transmit and prepare derivative works of Customer Intellectual Property, including Customer Data and Work Product only to fulfill the purposes of this Contract. Customer's license to Contractor is limited by the term of the Contract and the confidentiality obligations of this Contract.
- 2.3. **Contractor Intellectual Property.** Contractor retains ownership of all Contractor Intellectual Property that Contractor delivers to Customer pursuant to the Services performed under this Contract. Contractor grants Customer a license to Contractor Intellectual Property as set forth in Exhibit No. 6. In the event that Work Product is Contractor Intellectual Property, a derivative work based on Contractor Intellectual Property, or a compilation that includes Contractor Intellectual Property and provided Customer has paid any applicable licensing fee, Contractor grants Customer a perpetual non-exclusive, irrevocable, royalty-free, world-wide license to use, copy, display, distribute, transmit and prepare derivative works of Contractor Intellectual Property employed in the Work Product, and to authorize others to do the same on Customer's behalf.
- 2.4. **Third Party Intellectual Property.** Unless otherwise specified in a Statement of Work that Customer, on its own, will acquire and obtain a license to Third Party Intellectual Property, Contractor shall secure on Customer's behalf, in the name of Customer and subject to Customer's approval, a license to Third Party Intellectual Property provided to Customer by Contractor during the term of the Contract necessary for Contractor to deliver Contract Services and Deliverables.
- 2.5. **Open Source Elements.** Any open-source materials in the Deliverables for which Customer may be subject to a license must be approved in advance and in writing by Customer. If Contractor desires to include open-source materials, Contractor shall:
 - 2.5.1. Notify Customer in writing that Contractor intends to include open-source materials in a Deliverable,
 - 2.5.2. Identify the specific portion of the Deliverable that contain open-source materials, and
 - 2.5.3. Provide a copy of the applicable license for each open-source item to Customer.

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

3. Key Persons. Contractor acknowledges and agrees that Customer selected Contractor, and is entering into this Contract, because of the special qualifications of Contractor's Key Persons identified in Exhibit No. 4. Contractor's Key Persons shall not delegate performance of their powers and responsibilities they are required to provide under this Contract to another Contractor employee(s) without first obtaining the written consent of the Customer. Further, Contractor shall not re-assign or transfer a Key Persons to other duties or positions such that the Key Person is no longer available to provide Customer with the required expertise, experience, judgment, and personal attention, without first obtaining Customer's written consent to such re-assignment or transfer, which Customer will not unreasonably withhold or delay. Notwithstanding the foregoing, Contractor may replace Key Persons without Customer's consent in the event any Key Persons are no longer available due to circumstances beyond Contractor's reasonable control, such as death, illness, or termination of employment with Contractor. In the event Contractor requests that Customer approve a reassignment or transfer of the Key Persons, or if Contractor must replace Key Persons, Customer may interview, review the qualifications of, and approve or reject the proposed replacement(s) for the Key Persons. Any such replacement must have substantially equivalent or better qualifications than the Key Person being replaced. Any replacement personnel approved by Customer will thereafter be deemed a Key Person for purposes of this Contract. Customer reserves the right to determine if a replacement Key Person has acquired the project knowledge and skills necessary to perform within the twenty-eight (28) Calendar Day period following Customer approval of the replacement Key Person.

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

4. Compensation, Waiver of GSA Limitation, Invoices and Payment.

4.1. **Compensation.** Notwithstanding any other provisions of this Contract to the contrary, the maximum, not-to-exceed compensation, as identified in Exhibit 9, Payment Table, that Customer will pay to Contractor is which will include payment for any allowable expenses for which Contractor may request reimbursement under this Contract. Contractor specifically waives the limitation on contract value (\$500,000) as set forth in Exhibit No. 5, the General Services Administration Contract 47QTCA23D003L.

4.2. **Expenses.** Customer will not pay or reimburse any expenses incurred by Contractor related to the Combined Solution or during the completion of the Services except as authorized in the Statement of Work, Exhibit No. 2 and Exhibit 9, Payment Table. Any such authorized travel expenses must comply with the Oregon Travel Policy, <https://www.oregon.gov/das/financial/acctng/pages/travel.aspx>, including as updated.

4.3. **Invoices.** Customer will pay Contractor not more than once each month upon Contractor's submission of a detailed invoice that sets forth the Services performed and based upon costs outlined in Exhibit 9, Payment Table. Such invoices must comply with the requirements of this

Section 4, identify the Tasks with corresponding Deliverables for which Contractor seeks compensation, and itemize and explain all authorized expenses for which reimbursement is claimed. Contractor shall submit invoices to Customers Authorized Representative (or delegate).

- 4.4. Customer has the right to review each such invoice for compliance with the requirements of this section and any other relevant provisions of this Contract.

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

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

- 4.6. **Limit on Payments.** Contractor shall not submit invoices for, and Customer will not pay, any amount in excess of the Maximum Not-To-Exceed Compensation. If this maximum amount is increased by amendment of this Contract pursuant to Section 16, the amendment must be fully effective before Contractor performs Services or delivers goods subject to the amendment. No payment will be made for any Services performed or goods delivered before the Effective Date or after termination of this Contract. All payments to the Contractor are subject to ORS 293.462.

- 4.7. **Funds Available and Authorized.** Contractor will not be compensated for Services performed under this Contract by any other agency or department of the State of Oregon. Customer believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract within Customer's biennial appropriation or limitation. Contractor understands and agrees that Customer's payments under this Contract are contingent on Customer receiving appropriations, limitations, or other expenditure authority sufficient to allow Customer, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

5. Confidentiality; Data Privacy and Protection.

5.1. **Confidentiality Generally.** Contractor acknowledges that, it and its employees, subcontractors or agents in the course of this Contract may be exposed to or acquire information that is confidential to Customer or Customer's clients. Customer Data is confidential information. Contractor shall maintain the confidentiality of Customers confidential information. Confidential information does not include:

- 5.1.1. Information that becomes part of the public domain through lawful means and without breach of any confidentiality obligation by Contractor;
- 5.1.2. Information subsequently and rightfully received from third parties who have the necessary rights to transfer the information without any obligation of confidentiality;
- 5.1.3. Information that was known to Contractor prior to the Effective Date of the Contract without obligation of confidentiality;
- 5.1.4. Information that is independently developed by Contractor and documented in writing without use of, or reference to, any confidential information of Customer; and

- 5.1.5. Subject to Contractor's obligation to provide notice 7.3, Notifications, information required to be disclosed by compulsory judicial or administrative process or by law or regulation.
- 5.2. **Privacy and Security Training.** Contractor shall ensure its employees, agents, and contractors receive periodic training on privacy and security obligations relating to this Contract.
- 5.3. **Limited Purposes.** Contractor shall limit the use or disclosure of Customer Data to persons directly connected with the administration of this Contract.
- 5.4. **No Overseas Access, Storage, or Transmission.** Customer Data will not be accessed from, transmitted, or stored outside of the United States or its territories, including for any maintenance, support, disaster recovery, or data backup.
- 5.5. **Prohibition on Data Mining.** Contractor shall not capture, maintain, scan, index, share or use Customer Data, or otherwise use any data-mining technology, for any non-authorized activity, and shall not permit its agents or subcontractors to do so. For purposes of this requirement, "non-authorized activity" means data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security analysis that is not explicitly authorized in this Contract.
- 5.6. **Privacy Protections.** The information exchanged between the parties may include Customer Data subject to specific confidentiality protections under state or federal law, and the implementing regulations of those laws. Contractor, its employees, agents, and contractors shall comply with laws and regulations applicable to the information, including as those laws and regulations may be updated from time to time. Contractor shall maintain protections required by law or this Contract for any retained Customer Data for so long as Contractor (including through any third party) retains Customer Data.
- 5.7. **Access.** Contractor shall not suspend Customer's access to Customer Data at any time during the term of this Contract or the post-termination access period.
- 5.8. **Response to Public Records Request for Customer Data.** Customer's obligations of confidentiality, if any, are subject to application of the Oregon Public Records Law, including but not limited to ORS 192.311 to 192.478, the provisions for the Custody and Maintenance of Public Records, ORS 192.005 to 192.710, and of ORS 646.461 - 646.475. Customer, as an executive department agency of the State of Oregon, must respond to requests for Customer Data and other public records under Oregon's Public Records laws, including ORS 192.311 to 192.478, within set timeframes. Contractor shall support the ability of Customer to respond to public records requests for Customer Data in accordance with applicable law.
- In addition, in the event Contractor receives a third-party request for Customer Data, including any electronic discovery, litigation hold, or discovery searches, Contractor shall first give Customer notice and provide such information as may reasonably be necessary to enable Customer to take action to protect its interests.
- 5.9. **Post-Termination Access to Customer Data.** Upon Contract termination (including by expiration), Contractor shall, at Customer's discretion, either return all Customer Data to Customer (or delegate) in an agreed-upon format or ensure Customer has access and the ability to retrieve Customer Data for at least a 90-calendar day period following termination. This 90-day period will be at no additional charge to Customer. Contractor shall not retain any copies of Customer Data following Customer's written verification that Customer no longer requires post-termination access, except as necessary for audit verification purposes.

5.10. **Transition Services.** Contractor shall, at Customer's option, provide transition services to support a responsible and secure transition of Services and Customer Data to another service provider or to Customer. Upon Customer request, Contractor shall deliver to Customer a Transition Plan setting forth the responsibilities of the parties, tasks and deliverables and a schedule. Without limiting the generality of the aforementioned obligations, Contractor shall:

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

5.10.2. Provide Customer and any Customer-designated provider with all information regarding the Services and Deliverables that these parties will need to complete the Transition Period. This includes data conversions, data access or transfers, and interface specifications.

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

5.11. **Sanitization.** Contractor shall not retain any copies of Customer Data following the post-termination access period referenced in Section 5.9. Contractor shall not destroy Customer Data without Customer's written authorization. Contractor shall notify Customer of any conditions that make returning all Customer Data not feasible. Upon Customer's written acknowledgement that returning all Customer Data is not feasible and consent, Contractor shall purge or destroy retained Customer Data in all its forms (including copies of returned data) in accordance with the most current version of NIST SP 800-88 and provide Customer with written certification of sanitization.

6. Confidentiality of Contractor Information. Any obligation of Customer to maintain the confidentiality of Contractor's proprietary information provided to Customer is conditioned by and subject to Customer's obligations under the Oregon Public Records Law, ORS 192.311 to 192.478 which may require disclosure of proprietary information as a "public record" unless exempt under ORS 192.345 or ORS 192.355.

7. Security and Hosting.

7.1. **Compliance with Laws, Regulations, and Policies.** Contractor shall comply with all applicable state and federal laws and regulations, and State of Oregon policies governing use and disclosure of Customer Data and access to State of Oregon information assets, including as those laws, regulations, and policies may be adopted or modified from time to time. Applicable laws, regulations, and policies include but are not limited to:

7.1.1. Oregon's Statewide Information and Cyber Security Standards, found online at: [2019StatewideInformationAndCyberSecurityStandardsV1.0.pdf \(oregon.gov\)](https://www.oregon.gov/das/OSCIO/Pages/SecurityGuidance.aspx).

7.1.2. Oregon's Statewide Information Security Plan, found online at: <https://www.oregon.gov/das/OSCIO/Pages/SecurityGuidance.aspx>.

7.1.3. Oregon's Statewide Policies related to Information technology found at: [State of Oregon: Department of Administrative Services - Policies and guidelines \(statewide\)](#)

7.1.4. The Oregon Consumer Information Protection Act (OCIPA), ORS 646A.600 through 646A.628. For purposes of OCIPA, Contractor is a vendor.

7.1.5. Criminal Justice Information: Contractor shall comply with the provisions of Section 534 of title 28 of the United States Code and the provisions of 28 CFR Section 20.33

related to access to criminal history records and related information as set forth in Exhibit No. 8.

- 7.2. **Privacy and Security Measures.** Contractor represents and warrants it has established and will maintain privacy and security measures that meet or exceed the standards set in laws, rules, and regulations applicable to the safeguarding, security, and privacy of Customer Data. Contractor shall monitor, periodically assess, and update its physical, technical, and logical security controls and risk to ensure continued effectiveness of those controls.
- 7.3. **Notification, Incidents and Breaches.** In the event either party or its subcontractor or agents discover or are notified of a suspected or confirmed security incident, or a suspected or confirmed breach of security or privacy, the party discovering the incident or breach shall notify the other party's point of contact (or delegate) immediately, as soon as possible following discovery or notification. An incident is an observable, measurable occurrence that is a deviation from expected operations or activities. A breach includes a failure to comply with party's confidentiality obligations.
- If Customer determines that a breach requires notification of its clients, or other notification required by law, Customer will have sole control over the notification content, timing, and method, subject to Contractor's obligations under applicable law.
- 7.4. **Security Risk Management Plan.** Contractor shall ensure the level of security and privacy protection required by this Contract is documented in a security risk management plan. Contractor will make its plan available to Customer for review upon request.
- 7.5. **Testing.** Customer reserves the right to conduct periodic security testing upon reasonable advanced notice to Contractor of the Services.
- 7.6. **Background Checks.** All Contractor employees and agents with access to Criminal Justice Information must comply with the background check requirements, 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 must occur prior to arrival on Customer premises or other State facilities, or prior to access of Customer Data, whichever occurs first. Customer shall conduct the LEDS checks on proposed Contractor staff and obtain a background security clearance before Contractor staff performs work.
- 7.7. **Hosting Services.** Services are provided via services which are located within the continental United States. This is a material representation of fact upon which Customer may rely. Contractor shall not transfer or materially modify these hosting services without advance written consent from Customer's Authorized Representative. Contractor networks and systems and Customer Data will not be accessed from, transmitted, or stored outside of the United States or its territories, including for any maintenance, support, disaster recovery, or data backup.
- 7.8. **Customer Audit Rights and Access.** Contractor shall maintain records in such a manner as to clearly document its compliance with and performance under this Contract, and provide Customer, the Oregon Secretary of State, the federal government, and their duly authorized representatives access to Contractor's officers, agents, contractors, subcontractors, employees, facilities and records to:
- 7.8.1. Determine Contractor's compliance with this Contract,
 - 7.8.2. Validate Contractor's written security risk management plan, or

7.8.3. Gather or verify any additional information Customer may require to meet any state or federal laws, rules, or orders, including those regarding Customer Data.

7.8.4. **Notice.** Except as stated below for security logs, access to facilities, systems, and records under this section will be granted following reasonable notice to Contractor, including paper or electronic form, and related system components and tools (including hardware and software), required to perform examinations and audits, and to make excerpts and transcripts, including for data forensics.

7.8.5. **System Security Logs.** Contractor shall provide designated Customer staff on-demand access to system security logs for the Services, including user-level access logs for both Customer and Contractor users.

8. Contractor Access and Audit rights. Contractor may audit Customer's use of the Combined Software as follows:

- 8.1. Any onsite audit will take place no more than once every 12 months, upon not fewer than 30 calendar days' written notice, during normal business hours and in a manner that does not interfere unreasonably with Customer's operations. Customer will provide Contractor or the independent auditor with information reasonably requested in furtherance of the verification; however, Contractor has no right of access to any locations, servers, computers, records, data, accounts, or other information protected by law from disclosure. As an alternative, Contractor can request Customer complete a self-audit questionnaire.
- 8.2. If an agreed-upon compliance or audit report reveals that Customer does not have sufficient subscriptions to meet its actual use, Customer will order sufficient subscriptions at Customer's then-current prices, or at prices available to similar-sized government clients in good standing, whichever is lower. Customer will not pay a penalty. Customer may at its option purchase additional Services or subscriptions.
- 8.3. Each party will bear its own costs of any audit or compliance verification activity conducted pursuant to the Contract.

9. Customer Liabilities and Indemnification. Customer's liabilities under this Contract and any Customer obligation under the GSA contract 47QTCA23D003L and Contractor's Additional Terms attached as Exhibit No. 5 or Contractor's Subscription License to Use Combined Software attached as Exhibit No. 6 to indemnify or hold Contractor harmless against claims brought by third parties against Contractor, including any payment of attorneys' fees, are subject to the limitations of Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300. Customer has no obligation to defend Contractor.

10. Contractor Indemnification, Limitation of Liability, and Insurance.

10.1. In addition to the indemnification obligations under the GSA contract 47QTCA23D003L and Contractor's Additional Terms attached as Exhibit No. 5 or Contractor's Subscription License to Use Combined Software attached as Exhibit No. 6, Contractor shall indemnify, defend, and hold Customer, the State of Oregon, and its agents, officials and employees harmless from all third party claims, demands, suits, actions, proceedings, losses, liabilities, damages, awards, and costs (including reasonable attorneys' fees and expenses), which may be brought or made against Customer, the State of Oregon, or their agents, officials, or employees and arising out of or related to any of the following (each an indemnifiable loss):

- 10.1.1. Personal injury, death or tangible property damage caused by any alleged act, omission, error, fault, mistake or negligence of Contractor, its employees, agents, or

representatives in connection with Contractor's performance under or related to the Contract.

10.1.2. Any willful or grossly negligent act or omission by Contractor that constitutes a material breach of the Contract, including any breach of warranty.

10.1.3. Claims that any element of the Services or its use infringes or violates any patent, copyright, trademark, trade secret, or other proprietary right of a third party.

10.2. Customer will timely notify Contractor in writing of any action, claim or demand of which Customer becomes aware and which Customer reasonably expects to result in an indemnifiable loss. Contractor's indemnification obligations are not subject to any limitation of liability in GSA contract 47QTCA23D003L and Contractor's Additional Terms attached as Exhibit No. 5 or Contractor's Subscription License to Use Combined Software attached as Exhibit No. 6. Contractor's obligation under this section does not extend to any indemnifiable loss to the extent caused by: (i) the negligence or willful misconduct of Customer, the State of Oregon, or their agents, officials or employees; or (ii) Customer's modification of Contractor's software where the unmodified version of the software would not cause an indemnifiable loss.

10.3. Except for claims and expenses relating to Contractor's indemnification obligations, defense obligations, breach of Customer Data, or claims and penalties arising from Customer's obligations under laws and regulations in Section 7.1 and Section 20, Contractor's liability for Services under this Contract is limited to the amount Customer paid under this Contract for Services defined in Exhibit 2 Statement of Work and Contractor's liability for Combined Software under this Contract is limited per the Limitation of liability section in Exhibit 6.

10.4. **Data and Network Services.** Except to the extent that a claim or loss results from the negligent, reckless or intentional acts or omissions of Customer or Customer's third party contractors, Contractor shall assume liability for all claims or losses related to data loss or breach of security caused directly or indirectly by or resulting from the Deliverables, the Combined Software or Services provided by Contractor.

10.5. **Insurance.** Contractor shall provide insurance in accordance with Exhibit No. 3, which is hereby incorporated into this Contract by this reference.

11. Defense of Claims. To the extent Contractor is required under this Contract to defend Customer against claims asserted by third parties, Customer shall reasonably cooperate in good faith, at Contractor's reasonable expense, in the defense of the claim, Contractor shall select counsel reasonably acceptable to the Oregon Attorney General to defend the claim, and Contractor shall bear all costs of counsel. The Oregon Attorney General's acceptance of counsel may not be unreasonably withheld. Counsel must accept appointment as a Special Assistant Attorney General under ORS Chapter 180 before counsel may act in the name of, or represent the interests of, the State of Oregon, Customer, its officers, employees or agents. Customer may elect to assume its own defense with an attorney of its own choice and at its own expense any time Customer determines important governmental interests are at stake. Customer will promptly provide notice to Contractor of any claim that may result in an obligation on the part of Contractor to defend. Subject to these limitations, Contractor may defend a claim with counsel of its own choosing, on the condition that no settlement or compromise of any claim may occur without the consent of Customer, which consent must not be unreasonably withheld.

12. Governing Law; Jurisdiction; Venue. This Contract is governed by, construed, and enforced in accordance with the laws of the State of Oregon, without giving effect to its conflict of law principles, and applicable federal law. Any action or suit brought by the parties relating to this

Contract must be brought and conducted exclusively in the Circuit Court of Marion County for the State of Oregon in Salem, Oregon; provided, however, if a claim must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF THESE COURTS, WAIVES ANY OBJECTION TO VENUE IN THESE COURTS, AND WAIVES ANY CLAIM THAT THESE COURTS ARE INCONVENIENT FORUMS. In no way may this section or any other term of this Contract be construed as (i) a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, or (ii) consent by the State of Oregon to the jurisdiction of any court.

13. Attorneys' Fees. Neither party to this Contract is entitled to obtain judgment from the other party for attorneys' fees incurred in any litigation between the parties. Except as allowable under Section 9 (Customer Liabilities and Indemnification) and Section 10 (Contractor Indemnification) of this Rider, neither party may obtain judgment from the other party for attorneys' fees incurred in the defense of any claim asserted by a third party.

14. Dispute Resolution. Any dispute between the parties under this Contract that is not resolved through informal discussions may be submitted to mediation upon the consent of both parties. If informal discussions or mediation are unsuccessful, either party may initiate litigation to resolve the dispute. The parties specifically disclaim any right to arbitration of disputes. Neither party waives its right to a jury trial or right to participate in class, collective, or representative claims.

15. Termination.

15.1. Termination for Convenience. In addition to its termination rights under the 47QTCA23D003L and Contractor's Additional Terms, attached as Exhibit No. 5, Contractor's Subscription License to Use Combined Software, attached as Exhibit No. 6, Customer may, at its sole discretion, terminate this Contract, in whole or in part, at any time upon ninety (90) days prior written notice to Contractor.

15.2. Termination for Default. With the provision of thirty (30) days written notice to Contractor, Customer may terminate this Contract, in whole or in part, if Contractor fails to:

15.2.1. Correct or cure any breach of this Contract within thirty (30) calendar days' notice of the breach; the time to correct or cure the breach may be extended beyond thirty (30) calendar days if Customer determines progress is being made and the extension is agreed to by the parties;

15.2.2. Deliver the supplies or perform the services within the time specified in this Contract or any extension thereof;

15.2.3. Make progress so as to endanger performance of this Contract; or

15.2.4. Perform any of the provisions of this Contract.

15.3. Termination for Non-Appropriation. Nothing in this Contract may be construed to permit any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. Customer's payment for fees due after the last calendar day of the current State of Oregon biennium is contingent upon Customer receiving funding, appropriations, limitations, allotments or other expenditure authority from the Oregon Legislative Assembly (including its Emergency Board) sufficient to allow Customer, in the exercise of its reasonable administrative discretion, to continue to compensate Contractor.

Customer may immediately terminate this Contract upon written notice if Customer fails to receive funding, appropriations, limitations, allotments, or other expenditure authority as contemplated by Customer's budget or spending plan and Customer determines, in its assessment and ranking of the policy objectives explicit or implicit in its budget or spending plan, that it is necessary to terminate this Contract.

15.4. Effect of Termination. Termination, whether for Convenience, Non-Appropriation, or Default, shall cause Customer's subscription license for accessing the Combined Software to expire on the last day of the current subscription period. Upon expiration, Customer must:

15.4.1. Pay Contractor for all outstanding invoices and for all services rendered through the effective date of termination;

15.4.2. Uninstall all expired Combined Software and destroy all Documentation no later than the effective date of termination and allow Contractor to audit Customer's compliance with this obligation even after subscription ends.

16. Amendments and Change Orders. This Contract may be amended, modified, or supplemented only by a written amendment that, if required by applicable law, has been approved according to applicable laws, rules and regulations, provided, however, Contractor and Customer Project Managers may modify a Statement of Work and respective compensation through a written change order process agreed to by the parties. No amendment or change order will be effective until all requisite signatures and approvals are obtained from both parties.

17. No Third-Party Beneficiaries. Customer and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.

18. Subcontractors. Contractor shall disclose its subcontractors under this Contract and ensure all subcontractors providing services related to this Contract comply with its applicable provisions.

19. Records Retention. Contractor will maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles and will maintain any other records relating to Contract in such a manner as to clearly document Contractor's performance thereunder. The Customer, the State and its agencies, the Oregon Secretary of State Audits Division and their duly authorized representatives will have access to such fiscal records and to all other books, documents, papers, plans and writings of Contractor which relate to this Contract to perform examination and audits and make excerpts and transcripts. To the extent provided by law, the federal government will be entitled to the same access as the State of Oregon and Customer. Contractor will retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six years, or such longer period as may be required by applicable law following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

20. Compliance with Law. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Contractor and the Contract, as may be adopted or modified from time to time.

21. Incorporation of Oregon Statutes. ORS 279B.220, 279B.230 and 279B.235 are incorporated into this Contract by reference.

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

23. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon as of the effective date of this Contract, Contractor will promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Contract or any Purchase Order. A Purchasing Entity may withhold final payment under this Contract until Contractor has provided the Oregon Department of Revenue with the required information.

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

25. Counterparts. This Contract may be executed in two or more counterparts, by facsimile or otherwise, each of which is an original, and all of which together constitute one and the same instrument, notwithstanding that all parties are not signatories to the same counterpart.

EXHIBIT NO. 2
STATEMENT OF WORK

PART I: GENERAL INFORMATION

This Statement of Work (SOW) outlines the tasks required for InfoStrat, a division of Serenic Software (herein referred to as "InfoStrat") to provide a Statewide Victim Notification System (hereinafter referred to as "SAVIN360", an off the shelf subscription-based software) and The Portal Connector (hereinafter referred to as "TPC", an off the shelf subscription-based software) to the Oregon Department of Corrections, (hereinafter referred to as "ODOC"). Terms and conditions to ODOC's use of SAVIN360 and TPC forming the Combined Software are defined in **Exhibit No. 6: Subscription License to Use Combined Software**

This SOW defines scope for implementation services to be delivered by InfoStrat that meet ODOC's needs for a Statewide Victim Notification System. Implementation Services includes InfoStrat providing and implementing its Combined Software in the State of Oregon's Office 365 tenant and Azure environment, inclusive of all services and documentation necessary for planning, configuration, implementation, testing, and training.

Acceptance of Deliverables. InfoStrat shall deliver Deliverables as set forth in this Statement of Work by no later than the date or dates set for delivery. Delivery dates, both critical and non-critical, are set forth in this Statement of Work and are subject to ODOC performing its responsibilities in a timely manner.

InfoStrat shall provide written notice to ODOC upon delivery of a completed Deliverable to ODOC. By no later than (i) three (3) Business Days after receipt of such notice, or (ii) the date set forth for ODOC's review in the current Accepted Project Implementation Plan and Schedule, ODOC will determine whether the Deliverable meets Acceptance Criteria set forth in the Contract. Acceptance Criteria includes all requirements for a Deliverable and associated Services described in the applicable Statement of Work, and the Performance Warranties. With respect to any Deliverables that are susceptible to Acceptance Testing, ODOC will conduct Acceptance Testing as set forth in this Statement of Work. If ODOC determines that the Deliverable meets, in all material respects, Acceptance Criteria, ODOC will notify InfoStrat of ODOC's Acceptance in writing.

If ODOC determines that a Deliverable does not meet the Acceptance Criteria in all material respects, ODOC will notify InfoStrat in writing of ODOC's rejection of the Deliverable and describe in reasonable detail in such notice ODOC's basis for rejection of the Deliverable. Upon receipt of notice of non-acceptance, InfoStrat shall, within a three (3) Business Day period, modify or improve the Deliverable at InfoStrat's sole expense so that the Deliverable meets, in all material respects, the Acceptance Criteria, and notify ODOC in writing that it has completed such modifications or improvements and re-tender the Deliverable to ODOC. ODOC will thereafter review the modified or improved Deliverable within three (3) Business Days of receipt of the InfoStrat's delivery of the Deliverable. Failure of the Deliverable to meet the Acceptance Criteria in all material respects after the second submission will constitute a default by InfoStrat. In the event of such default, ODOC may

either (i) notify InfoStrat of such default or instruct InfoStrat to modify or improve the Deliverables as set forth in this section, or (ii) notify InfoStrat of such default and pursue its remedies for default under Section 15 of this Contract.

Responsibilities of Customer. Customer must provide necessary access to both systems and resources needed to ensure the completion of the tasks covered under the Services defined for this project. Additionally, Customer must ensure timely responses to avoid delays.

Key Assumptions and Dependencies:

- ODOC is responsible for ensuring that appropriate ODOC personnel have Office 365 Global Admin, User Admin, Azure and Dynamics/PowerApps Admin rights.
- ODOC is responsible for creating and managing the infrastructure and hosting environments and providing necessary access to those environments for InfoStrat staff to install Dynamics solutions and plugins.
- ODOC is responsible for ensuring that the following Azure components are available in all 3 Dynamics 365 environments, and available throughout the term of the contract for long-term audit retention, data exchanges, and scheduled processes:
 - Azure Blob Storage
 - Azure Web Application Services
 - Azure Database
 - Azure Cognitive Search
- ODOC will facilitate supporting cloning activities required to create and/or synchronize the environments across Development, Test and Production.
- InfoStrat provides a standard list of dynamic data substitutions to be used in the notification text and any substitutions not provided via the standard list are outside the scope of this SOW.
- Interactive voice response (IVR) will not be used for victim registration and is out of scope under this SOW.
- ODOC will provide branding and Cascading Style Sheets (CSS) to InfoStrat for designing and developing the Public Portal to match ODOC's color pallet and general branding scheme.
- The legacy vendor's system VINE does not provide unique victim identification data. Therefore, InfoStrat will import each unique contact method as a single victim.
- ODOC is responsible for monitoring and managing the following system components that are hosted within the ODOC's Azure environment.
 - Azure Platform as a Service (PaaS): ODOC owns, maintains, supports, and validates the SAVIN360 APIs and TPC layered on top of the Microsoft infrastructure.

- Azure Infrastructure as a Service (IaaS): ODOC owns, maintains, supports, and validates the SAVIN360 SFTP server layered on top of the Microsoft infrastructure.

PART II: TASKS AND DELIVERABLES

Task No. 1: Project Management

InfoStrat shall provide Project Management Services to support the successful Implementation and Go-Live activities for Combined Software that follow the Project Management Institute (PMI) standards as documented in the latest version of the Project Management Body of Knowledge (PMBOK). InfoStrat's Project Manager will be ODOC's primary point of contact for these Services.

Task No. 1 – Deliverables

No.	Name	Description	Acceptance Criteria	Complete By (Effective Date + No. of Days)
1.1	Kickoff Meeting	InfoStrat shall conduct a kickoff meeting with the ODOC project team. This meeting will introduce the members of the project team and ODOC and will include, but not be limited to: <ul style="list-style-type: none"> ● Project Charter ● Schedule ● Scope ● Deliverables ● Team Members ● Roles/Responsibilities ● Risks/Issues & Mitigation ● Communication & Reporting ● Next Steps 	Kickoff Meeting completed	+7 Business Days
1.2a – 1.2e	Weekly Status Report	Provide weekly Project Progress Reporting and Management to include, but not limited to, the following items: <ul style="list-style-type: none"> ● Accomplishments for the week ● Plans for the following week(s) ● Reflect progress against scheduled Tasks ● Issues/Risks & Mitigation Strategies ● Schedule/Timeline Updates ● Other artifacts required for tracking weekly status 	Delivery of Weekly Progress Reports electronically to selected Stakeholders at least a day before the status meeting	Throughout life of project until Go-Live date

No.	Name	Description	Acceptance Criteria	Complete By (Effective Date + No. of Days)
1.3	Project Schedule	Develop and maintain project schedule to include, but not limited to, the following items: <ul style="list-style-type: none"> • Start and end dates for each stage of Implementation, • Resource and allocation to each project stage • Indication of dependencies and critical path, and • Detail Task(s), durations, completion dates, indicating tasks which are considered Milestone(s). 	Delivery of Project Schedule	Throughout life of project until Go-Live date
1.4a – 1.4 f	Monthly Status Report	Provide monthly status Reports that summarize the weekly activities and to include, but not limited to, the following items: <ul style="list-style-type: none"> • Overall Project health status, • Project Schedule, • Health of Project budget, including baseline budget aligned with Exhibit 9 (Payment Table), any changes in the current reporting period, • Tasks undertaken and completed in the current reporting period, • Scheduled Tasks to be completed in the next reporting period, and • Concerns regarding risks, issues, mitigation plan for the project. 	Delivery of Monthly Status Reports	Throughout life of project until Go-Live date

Task No. 2: Environment Standup and Configuration

InfoStrat shall setup up the SAVIN 360 solution in State of Oregon's Dynamics 365 environments in which Combined Software will be configured, developed, tested, and deployed.

Combined Software will be configured and deployed across all 3 Dynamics 365 environments which include:

- a. **Development Environment:** This is used for development including, but not limited to, the installation and validation of modifications, testing of upgrades, data source validation/data exchanges for jail integrations, and other development work that occurs post go-live.
- b. **Test Environment:** This environment will be setup for the user acceptance testing and resemble a production like environment.

- c. **Production Environment:** This is the operating environment that will be the primary data store and system management environment for all registration, notification, and administration of the solution.

Task No. 2 – Deliverables

No.	Name	Description	Acceptance Criteria	Complete By (Effective Date + No. of Days)
2.1	Development Environment	Development Environment Configuration	SAVIN360, TPC and Azure components are configured for development purposes.	+60 Business Days
2.2	Test Environment	Testing Environment Configuration	SAVIN360, TPC and Azure solutions and ODOC customizations/configurations are deployed to the Testing environment	+60 Business Days
2.3	Production Environment	Production Environment Configuration	SAVIN360, TPC and Azure solutions and ODOC customizations/configurations are deployed to the Production environment with data exchanges enabled.	+60 Business Days

Task No. 3: Requirements Elaboration

InfoStrat shall conduct a set of requirements/discovery work sessions from which a product backlog will be defined and documented. InfoStrat shall then populate ODOC-ADO (Azure DevOps) with a standard set of SAVIN360 and TPC User Stories and Tasks which will be utilized to identify gaps between the core product and the ODOC product backlog.

Requirements/discovery sessions will focus on the following key subject areas:

- Notifications and the notification processes, including workflow and validations
- Registrations and the registration processes
- Data display and layouts for the Public Portal
- Telephony configuration

Task No. 3 - Deliverables

No.	Name	Description	Acceptance Criteria	Complete By (Effective Date + No. of Days)
3.1	Requirements Product Backlog	Product Backlog development and grooming for sprints	Product Backlog & User Stories is added to ODOC Project Azure DevOps (ADO) and new ODOC requirements are added as User Stories and Tasks are identified.	+60 Business Days
3.2a-c	Sprint Backlog	Sprint Backlog	Sprint backlog completed including list of tasks and user stories to be deployed in each Sprint.	+60 Business Days

Task No. 4: Configure SAVIN360 to ODOC Requirements

InfoStrat shall configure the SAVIN360 solution as per the product backlog (Deliverable 3.1/3.2) to include but not be limited to:

- Data layouts,
- Forms,
- Views,
- Charts,
- Navigation,
- Color schemes
- Reporting

Task No. 4 - Deliverables

No.	Name	Description	Acceptance Criteria	Complete By (Effective Date + No. of Days)
4.1	SAVIN360 Model Driven Apps (MDA)	Configure SAVIN360 Model Driven Apps (MDA): Forms, Views, Reports, Dashboards, Alerts	SAVIN360 has been configured to include all required entities, site map, dashboards, entity forms, views, charts as per the product backlog and the presentation layer shall be demonstrated.	+36 Business Days

Task No. 5: Import Master Data

InfoStrat shall perform data imports including, but not limited to, validation, cleansing and loading of ODOC master data into the SAVIN360 solution. Data imported will include:

- **Custody Status:** A list of custody statuses to which all incoming data will be mapped.
- **Counties:** A list of all counties used to provide access to registrant and offender data.
- **Zip Codes:** A list of all zip codes.
- **Constituent-Offender Relationships:** A list of relationships that can be used to identify how a registrant is related to the offender for which they have registered.
- **Facilities:** A list of locations where an offender may be placed for custody or supervision.
- **Organizations:** A list of organizations involved in the justice process for which data may be needed for notification or for information to provide resource information to victims
- **Contacts:** A list of people involved in the justice process, usually linked to Organizations or facilities
- **Categories and Subcategories:** A two-tier classification system assigned to activities in the system to allow for reporting and delineating the kind of actions taken for victims or other system actions.

Task No. 5 - Deliverables

No.	Name	Description	Acceptance Criteria	Complete By (Effective Date + No. of Days)
5.1	Imported Data	Collect, validate, and import ODOC specific master data as defined in Task 5.	All ODOC specific master data has successfully imported into SAVIN360 and data accuracy has been validated by ODOC staff thru the presentation layer.	+16 Business Days

Task No. 6: Configure Notification Data

InfoStrat shall configure SAVIN360 notification data which will be used to identify the types of notifications and the text for the notification messages. Notification data will be configured in English and then translated to Spanish.

Notification data to be configured will include the following data elements:

- **Category List:** this is the list of notification categories and is used to configure the notification allowances and call cycles.
- **Event Type List:** this is the list of reportable events for which notification will be conducted.
- **Messages:** this is the notification text specific to the event and method to be used in notification.
- **Prefix/Suffix:** this is the method-specific (phone call, email, SMS, TTY) text that is used to begin and end a message from a specific agency.
- **System Values:** this is a set of run time values used for a wide variety of purposes including standard text that can be inserted in messages (such as phone numbers, special text for detainers or protection orders, etc.)

Task No. 6 - Deliverables

No.	Name	Description	Acceptance Criteria	Complete By (Effective Date + No. of Days)
6.1	Notification Set-up	Configuration of ODOC-specific notification data in English as defined in Task 6.	<ul style="list-style-type: none"> • All notification entities are configured as per the product backlog • Notifications can be generated by manual event creation, and • Notification text is correct and validated by ODOC staff. 	+30 Business Days

No.	Name	Description	Acceptance Criteria	Complete By (Effective Date + No. of Days)
6.2	Spanish Data Translation	Configuration of ODOC-specific notification data translated to Spanish as defined in Task 6.	<ul style="list-style-type: none"> English text has been translated to Spanish for notification confirmations, and other public facing elements has been consolidated and validated by ODOC staff. 	+40 Business Days

Task No. 7: Configure Notification-Related Workflows and Events

InfoStrat shall configure SAVIN360 to automate the notification process thru validations, workflows, and events.

Notification related Workflows and Events that will be configured include:

- **Category:** Specifies high level allowances and call cycles.
- **Notification Wait Time:** Set a predefined delay.
- **Backdate threshold:** Set a specific number of days old for the Event Type for which a task should be created before sending notifications.
- **Do Not Process:** Used to prevent notifications from starting automatically; used for testing new notifications.
- **Victim Only:** Used to specify that notifications for the specified Event Type can only be provided to registrants defined as victims (based on registrant-offender relationship).
- **General Notification:** Used to specify that notifications for the specified Event Type are available to all registrants.
- **Notification Governor:** Settings that provide monitoring for possible data issues from a Site; used to determine when the system has received too many of a type of event.
- **After Hours Calls Allowance:** Derived from the category configuration, however, it can also allow an override for a specific Event Type.
- **Call Cycle Settings:** Derived from the category configuration, however, it can also allow an override from the category cycle structure for a specific Event Type.

Task No. 7 - Deliverables

No.	Name	Description	Acceptance Criteria	Complete By (Effective Date + No. of Days)
7.1	Automated Notifications	Configure Automated Notifications	<ul style="list-style-type: none"> Notifications are automatically generated based on changes to an offender record for which a user is registered. All delivery methods for notifications are validated. All workflows and events are validated by ODOC staff. 	+30 Business Days

Task No. 8: Configure Registration Processes

InfoStrat shall configure SAVIN360 victim registration process as defined in the approved product backlog. Configuration will include, but not be limited to,

- Choosing Account-based registration vs. anonymous
- Data to be collected and indication of which fields are required
- Blackout dates for when notifications should not be sent
- Method of communication for notifications (i.e., phone call, email, text, letter) by category (routine, priority, urgent, emergency)

Task No. 8 - Deliverables

No.	Name	Description	Acceptance Criteria	Complete By (Effective Date + No. of Days)
8.1	Configured Victim Registration	Update Method of Communication to support ODOC's Victim Registration Process	<ul style="list-style-type: none"> Registrant Entity and Child Entities are configured per ODOC requirements Workflows, plugins, and console apps are updated to manage the registration process and handle exceptions. Data is presented via the presentation layer and validated by ODOC staff. 	+36 Business Days

Task No. 9: Telephony Configuration

InfoStrat shall setup telephony to support incoming calls from victims, law enforcement staff and other user groups. Additionally, Infostrat shall also provide a call center with staff, to support victims, law enforcement staff, victims' advocates and other constituent questions when ODOC is not available and outside of ODOC's standard business hours via a 3rd-party provider.

Setup of the telephony business rules/call routing logic will include, but not be limited to,

- **Setup Call Center:** Setup of call center-specific interfaces, adding and managing users, and training call center staff for ODOC-specific processes.

- **Setup Call Routing Logic:** Setup of forwarding of calls during business hours to ODOC and forwarding of calls during non-business hours to the call center.
- **Setup Robo-Call Configuration:** Configuration of the robo-call web service, by which data will be exchanged between SAVIN360 and the robo-call server to send notifications via automated calls.

In addition, InfoStrat will implement a web portal for the 3rd party call center provider staff only, which will provide the following features:

- Offender and Victim searches
 - Updating victim information
 - Adding a victim and registering them for notification
 - Recording incoming phone calls and marking them for follow up by ODOC
- Monitoring system processes via dashboard created by InfoStrat and notifying on-call InfoStrat staff if escalation is needed

Task No. 9 - Deliverables

				Complete By (Effective Date + No. of Days)
No.	Name	Description	Acceptance Criteria	
9.1	Configured Telephony	Configure routing logic, RoboCall for notifications, SMS, and TTY delivery within SAVIN360 and a web portal to support call center	<ul style="list-style-type: none"> ● Completed telephony configuration and 1800 number(s) for third party provider call center to receive calls. ● SMS and TTY configured to send and validate. ● Completed configuration to send notifications via Robo-Call. ● Demonstration of user assigned the role/profile for call center can access the call center portal and perform the related activities. 	+50 Business Days

Task No. 10: Public Portal Development

InfoStrat shall configure TPC as per the product backlog to develop a portal with roles, profiles and privileges defined for the following user groups: victims, law enforcement, and victim advocates. Portal configuration will also include defining look and feel based on branding and Cascading Style Sheets (CSS) provided by ODOC.

Victim role/profile/privileges will be configured for using the following features:

- Creating a portal account
- Conducting an offender search
- Providing feedback/questions
- Viewing FAQs
- Viewing victim services links

And, if the user is logged in via an account (not anonymous), then they can also:

- Manage their contact data

- Register for notification
- Manage registrations
- View the list of all registrations
- View their notification history
- Stop notification calls

Law Enforcement role/profile/privileges will be configured for using the following features:

- Viewing the current population for their jurisdiction
- Providing proxy registration services for their constituents

Victim Advocate role/profile/privileges will be configured for using the following features:

- Review, creating and updating registrations for victims from their county
- Viewing notification statistics for their county

Task No. 10 - Deliverables

				Complete By (Effective Date + No. of Days)
No.	Name	Description	Acceptance Criteria	
10.1	Portal Installation and Creation	Configure the Portal to Oregon specifications	Portal is installed and updated for standard features per ODOC requirements: <ul style="list-style-type: none"> • Home Page • Offender Search • FAQs • Contact Us • Links • Registration • Victim User Profile • Dashboard 	+56 Business Days
10.2	Registration Dashboard	Configure registration and registrant dashboard and configure access for logged in users.	Portal has been updated for: <ul style="list-style-type: none"> • Registration requirements • Law Enforcement User Profile, including proxy registration • Victim Advocates User Profile 	+56 Business Days

No.	Name	Description	Acceptance Criteria	Complete By (Effective Date + No. of Days)
10.3	Branding of Portal and Purchase of Marketing Materials	Development and completion of portal branding and purchase of marketing materials	<ul style="list-style-type: none"> Portal look and feel is updated per branding and Cascading Style Sheets (CCS) provided by ODOC and ODOC-specific requirements. Marketing materials requested by ODOC have been purchased. 	+56 Business Days

Task No. 11: Data Exchanges

InfoStrat shall work with Oregon Youth Authority, Oregon Dept of Corrections and Oregon County jails to receive and integrate Offender data from the source Offender Management Systems (OMS) into SAVIN360.

SAVIN360 will be configured to extract and receive data in real-time via web service (Real-time) or via Batch File (Batch) or AWACS (AWACS) in the absence of real-time data or web services.

Subtask 11.1: Configure SAVINS360 for integration with ODOC Offender Management System (OMS) data thru a Batch File.

Subtask 11.2: Configure SAVINS360 for integration with OYA Offender Management System (OMS) data thru web-services.

Subtask 11.3: Configure SAVINS360 for integration with the Oregon County jails OMS by either Batch or Real-time as designated in the Name field in the Deliverables table.

Subtask No. 11.1 – 11.3.30 - Deliverables

No.	Name	Description	Acceptance Criteria	Complete By (Effective Date + No. of Days)
11.1	Integrated ODOC OMS (Batch)	Integrate the ODOC OMS codes	<ul style="list-style-type: none"> OMS codes have been mapped. Data feeds have been validated. Data is being fed as per scheduled intervals into the production environment. InfoStrat provides a Data Validation Report which will confirm data accuracy. 	+60 Business Days

				Complete By (Effective Date + No. of Days)
No.	Name	Description	Acceptance Criteria	
11.2	Integrated OYA OMS (Real-time)	Integrate the OYA OMS codes	<ul style="list-style-type: none"> • OMS codes have been mapped. • Data feeds have been validated. • Data is being fed as per scheduled intervals into the production environment. • InfoStrat provides a Data Validation Report which will confirm data accuracy. 	+60 Business Days

				Complete By (Effective Date + No. of Days)
No.	Name	Description	Acceptance Criteria	
11.3.1	Baker County Data Exchange (Real-time)	Integrate the Baker County codes	<ul style="list-style-type: none"> • County release codes have been mapped. • Data feeds have been validated. • Data is being fed as per scheduled intervals into the production environment. • InfoStrat provides a Data Validation Report which will confirm data accuracy. 	+60 Business Days
11.3.2	Benton County Data Exchange (Batch)	Integrate the Benton County codes	<ul style="list-style-type: none"> • County release codes have been mapped. • Data feeds have been validated. • Data is being fed as per scheduled intervals into the production environment. • InfoStrat provides a Data Validation Report which will confirm data accuracy. 	+60 Business Days
11.3.3	Clackamas County Data Exchange (Real-time)	Integrate the Clackamas County codes	<ul style="list-style-type: none"> • County release codes have been mapped. • Data feeds have been validated. • Data is being fed as per scheduled intervals into the production environment. • InfoStrat provides a Data Validation Report which will confirm data accuracy. 	+60 Business Days
11.3.4	Clatsop County Data Exchange (Real-time)	Integrate the Clatsop County codes	<ul style="list-style-type: none"> • County release codes have been mapped. • Data feeds have been validated. • Data is being fed as per scheduled intervals into the production environment. • InfoStrat provides a Data Validation Report which will confirm data accuracy. 	+60 Business Days
11.3.5	Columbia County Data Exchange (Real-time)	Integrate the Columbia County codes	<ul style="list-style-type: none"> • County release codes have been mapped. • Data feeds have been validated. • Data is being fed as per scheduled intervals into the production environment. • InfoStrat provides a Data Validation Report which will confirm data accuracy. 	+60 Business Days

No.	Name	Description	Acceptance Criteria	Complete By (Effective Date + No. of Days)
11.3.6	Coos County Data Exchange (Batch)	Integrate the Coos County codes	<ul style="list-style-type: none"> County release codes have been mapped. Data feeds have been validated. Data is being fed as per scheduled intervals into the production environment. InfoStrat provides a Data Validation Report which will confirm data accuracy. 	+60 Business Days
11.3.7	Crook County Data Exchange (Real-time)	Integrate the Crook County codes	<ul style="list-style-type: none"> County release codes have been mapped. Data feeds have been validated. Data is being fed as per scheduled intervals into the production environment. InfoStrat provides a Data Validation Report which will confirm data accuracy. 	+60 Business Days
11.3.8	Curry County Data Exchange (Real-time)	Integrate the Curry County codes	<ul style="list-style-type: none"> County release codes have been mapped. Data feeds have been validated. Data is being fed as per scheduled intervals into the production environment. InfoStrat provides a Data Validation Report which will confirm data accuracy. 	+60 Business Days
11.3.9	Deschutes County Data Exchange (AWACS)	Integrate the Deschutes County codes	<ul style="list-style-type: none"> County release codes have been mapped. Data feeds have been validated. Data is being fed as per scheduled intervals into the production environment. InfoStrat provides a Data Validation Report which will confirm data accuracy. 	+60 Business Days
11.3.10	Douglas County Data Exchange (Real-time)	Integrate the Douglas County codes	<ul style="list-style-type: none"> County release codes have been mapped. Data feeds have been validated. Data is being fed as per scheduled intervals into the production environment. InfoStrat provides a Data Validation Report which will confirm data accuracy. 	+60 Business Days
11.3.11	Grant County Data Exchange (Real-time)	Integrate the Grant County codes	<ul style="list-style-type: none"> County release codes have been mapped. Data feeds have been validated. Data is being fed as per scheduled intervals into the production environment. InfoStrat provides a Data Validation Report which will confirm data accuracy. 	+60 Business Days
11.3.12	Harney County Data Exchange (Real-time)	Integrate the Harney County codes	<ul style="list-style-type: none"> County release codes have been mapped. Data feeds have been validated. Data is being fed as per scheduled intervals into the production environment. InfoStrat provides a Data Validation Report which will confirm data accuracy. 	+60 Business Days

No.	Name	Description	Acceptance Criteria	Complete By (Effective Date + No. of Days)
11.3.13	Jackson County Data Exchange (Batch)	Integrate the Jackson County codes	<ul style="list-style-type: none"> County release codes have been mapped. Data feeds have been validated. Data is being fed as per scheduled intervals into the production environment. InfoStrat provides a Data Validation Report which will confirm data accuracy. 	+60 Business Days
11.3.14	Jefferson County Data Exchange (Real-time)	Integrate the Jefferson County codes	<ul style="list-style-type: none"> County release codes have been mapped. Data feeds have been validated. Data is being fed as per scheduled intervals into the production environment. InfoStrat provides a Data Validation Report which will confirm data accuracy. 	+60 Business Days
11.3.15	Josephine County Data Exchange (Real-time)	Integrate the Josephine County codes	<ul style="list-style-type: none"> County release codes have been mapped. Data feeds have been validated. Data is being fed as per scheduled intervals into the production environment. InfoStrat provides a Data Validation Report which will confirm data accuracy. 	+60 Business Days
11.3.16	Klamath County Data Exchange (Real-time)	Integrate the Klamath County codes	<ul style="list-style-type: none"> County release codes have been mapped. Data feeds have been validated. Data is being fed as per scheduled intervals into the production environment. InfoStrat provides a Data Validation Report which will confirm data accuracy. 	+60 Business Days
11.3.17	Lake County Data Exchange (Real-time)	Integrate the Lake County codes	<ul style="list-style-type: none"> County release codes have been mapped. Data feeds have been validated. Data is being fed as per scheduled intervals into the production environment. InfoStrat provides a Data Validation Report which will confirm data accuracy. 	+60 Business Days
11.3.18	Lane County Data Exchange (Real-time)	Integrate the Lane County codes	<ul style="list-style-type: none"> County release codes have been mapped. Data feeds have been validated. Data is being fed as per scheduled intervals into the production environment. InfoStrat provides a Data Validation Report which will confirm data accuracy. 	+60 Business Days
11.3.19	Lincoln County Data Exchange (Real-time)	Integrate the Lincoln County codes	<ul style="list-style-type: none"> County release codes have been mapped. Data feeds have been validated. Data is being fed as per scheduled intervals into the production environment. InfoStrat provides a Data Validation Report which will confirm data accuracy. 	+60 Business Days

No.	Name	Description	Acceptance Criteria	Complete By (Effective Date + No. of Days)
11.3.20	Linn County Data Exchange (Batch)	Integrate the Linn County codes	<ul style="list-style-type: none"> County release codes have been mapped. Data feeds have been validated. Data is being fed as per scheduled intervals into the production environment. InfoStrat provides a Data Validation Report which will confirm data accuracy. 	+60 Business Days
11.3.21	Malheur County Data Exchange (Real-time)	Integrate the Malheur County codes	<ul style="list-style-type: none"> County release codes have been mapped. Data feeds have been validated. Data is being fed as per scheduled intervals into the production environment. InfoStrat provides a Data Validation Report which will confirm data accuracy. 	+60 Business Days
11.3.22	Marion County Data Exchange (Real-time)	Integrate the Marion County codes	<ul style="list-style-type: none"> County release codes have been mapped. Data feeds have been validated. Data is being fed as per scheduled intervals into the production environment. 	+60 Business Days
11.3.23	Multnomah County Data Exchange (Real-time)	Integrate the Multnomah County codes	<ul style="list-style-type: none"> County release codes have been mapped. Data feeds have been validated. Data is being fed as per scheduled intervals into the production environment. InfoStrat provides a Data Validation Report which will confirm data accuracy. 	+60 Business Days
11.3.24	Polk County Data Exchange (Real-time)	Integrate the Polk County codes	<ul style="list-style-type: none"> County release codes have been mapped. Data feeds have been validated. Data is being fed as per scheduled intervals into the production environment. InfoStrat provides a Data Validation Report which will confirm data accuracy. 	+60 Business Days
11.3.25	Tillamook County Data Exchange (Batch)	Integrate the Tillamook County codes	<ul style="list-style-type: none"> County release codes have been mapped. Data feeds have been validated. Data is being fed as per scheduled intervals into the production environment. InfoStrat provides a Data Validation Report which will confirm data accuracy. 	+60 Business Days
11.3.26	Umatilla /Morrow /Wallowa Data Exchange (Real-time)	Integrate the Umatilla/Morrow/Wallowa County codes	<ul style="list-style-type: none"> County release codes have been mapped. Data feeds have been validated. Data is being fed as per scheduled intervals into the production environment. InfoStrat provides a Data Validation Report which will confirm data accuracy. 	+60 Business Days

No.	Name	Description	Acceptance Criteria	Complete By (Effective Date + No. of Days)
11.3.27	Union County Data Exchange (Batch)	Integrate the Union County codes	<ul style="list-style-type: none"> County release codes have been mapped. Data feeds have been validated. Data is being fed as per scheduled intervals into the production environment. InfoStrat provides a Data Validation Report which will confirm data accuracy. 	+60 Business Days
11.3.28	NORCOR Integrated (Wasco, Gilliam, Hood River, Sherman, Wheeler) Data Exchange (Real-time)	Integrate the NORCOR codes	<ul style="list-style-type: none"> County release codes have been mapped. Data feeds have been validated. Data is being fed as per scheduled intervals into the production environment. InfoStrat provides a Data Validation Report which will confirm data accuracy. 	+60 Business Days
11.3.29	Washington County Data Exchange (Real-time)	Integrate the Washington County codes	<ul style="list-style-type: none"> County release codes have been mapped. Data feeds have been validated. Data is being fed as per scheduled intervals into the production environment. InfoStrat provides a Data Validation Report which will confirm data accuracy. 	+60 Business Days
11.3.30	Yamhill County Data Exchange (Real-time)	Integrate the Yamhill County codes	<ul style="list-style-type: none"> County release codes have been mapped. Data feeds have been validated. Data is being fed as per scheduled intervals into the production environment. InfoStrat provides a Data Validation Report which will confirm data accuracy. 	+60 Business Days

Task No. 12: Data Migration of Registrant Data

InfoStrat will migrate historic registrant data into the SAVIN360 system for registrants in which the offender was in Custody or under supervision in the last 30 days. Migration will include offender data from all data sources and victim data derived from the current system (VINE) watch reports.

Task No. 12 - Deliverables

No.	Name	Description	Acceptance Criteria	Complete By (Effective Date + No. of Days)
12.1	Migration Scripts	Develop migration scripts for registrants.	<ul style="list-style-type: none"> Develop scripts for migrating registrant data from all data sources Test, validate and migrate data for each County, ODOC and OYA. 	+60 Business Days

No.	Name	Description	Acceptance Criteria	Complete By (Effective Date + No. of Days)
12.2	Data Migration	Completion of final migration of all data	<ul style="list-style-type: none"> Complete migration for all remaining registrant data immediately prior to go-live. Infostrat provides a Data Validation Report which will confirm data accuracy. 	+60 Business Days

Task No. 13: Testing

InfoStrat shall conduct functional, QA, and regression testing to successful completion based on the final product backlog. Testing Services activities will include at least the following:

- Functional
- Unit
- System
- Regression and
- Integrated data exchanges and interface testing

If Level 1, Level 2, or Level 3 Defects (**as defined in Exhibit 1**) are discovered in the Solution, InfoStrat will correct such defects and retest prior to completion of system testing. InfoStrat shall provide a testing report thru Azure DevOps of the final system testing results prior to commencement of User Acceptance Testing (UAT).

ODOC shall conduct UAT after notification from InfoStrat that it is prepared to proceed. ODOC shall plan for and create the UAT test scripts based on the user stories to be executed during UAT. ODOC shall use the Test Environment for UAT activities and InfoStrat shall provide the following:

- The Test Environment will be a “production like “environment.
- Software changes and description of changes in each iteration or configuration
- Software iterations into Test Environment will be rigorously managed by InfoStrat.
- The Test Environment will be maintained and updated as necessary to support effective UAT.
- Look-up values, and other reference data needed for UAT will be pre-populated into the Test Environment.

If Level 1, Level 2, or Level 3 Defects are discovered in the Solution during UAT, InfoStrat will correct such defects and retest prior to completion of UAT. InfoStrat must deliver a final Testing Report to ODOC that will be used as the basis for any decision by ODOC for moving the User Acceptance Testing Phase into Go-Live Implementation. The Testing Report (Azure DevOps) will be updated to reflect at least:

- Number and status of remaining Defects.
- Risks, threats, or potential problems and the associated severity level.
- Mitigation plan to address remaining Defects; and

- Go-Live readiness assessment (based on test results).

Task No. 13 - Deliverables

				Complete By (Effective Date + No. of Days)
No.	Name	Description	Acceptance Criteria	
13.1	Completed System Testing Report	System Testing Report generated from Azure DevOps	The Testing Results Report must include at least: <ul style="list-style-type: none"> • Solution identification (number/date), • Module or component tested, • Test results, • Total number of Defects, • Description of Defects, • Summary for any Level 1, 2, or 3 Defects (including, but not limited to, resolution steps, estimated time to resolve, system-wide impact) 	+56 Business Days
13.2	Completed User Acceptance Testing	Completed User Acceptance Testing and Test Results	<ul style="list-style-type: none"> • Completed User Acceptance Testing of the SAVIN360 solution and supporting components. • Validation of data feeds and data exchanges from all data sources. • UAT Testing Results report with no Level 1,2,3 documented defects. • Go live readiness assessment report. 	+56 Business Days

Task No. 14: Training

InfoStrat shall provide adequate training to support the deployment and product adoption of SAVIN360 by ODOC and its partners. This will include setting up the online training environment during training sessions, training materials, and webinars for all users.

Training will be conducted by web sessions for specific audiences including Dynamics 365 users, law enforcement and county victim advocates. InfoStrat shall also provide a user guide for internal users to manage and operate and make day to day changes if required.

Task No. 14 - Deliverables

No.	Name	Description	Acceptance Criteria	Complete By (Effective Date + No. of Days)
14.1	Completed Training	Training for all internal users and ODOC administrators to be able to use and manage the system	<ul style="list-style-type: none"> • Training materials have been provided to ODOC • Web training sessions (3) have been provided to Law enforcement, Dynamics 365 users and victim advocates. • Administrative Training have been provided to system administrators and, Call Center staff. 	+56 Business Days

Task No. 15: Final Acceptance

Final Acceptance will occur when the following events have occurred:

- ODOC has notified InfoStrat that the Solution meets all defined requirements
- The Combined Software is stable, complete, and operating in the production environments, without Level 1, Level 2, or Level 3 Defects.

Task 15 – Deliverable

No.	Name	Description	Acceptance Criteria	Complete By (Effective Date + No. of Days)
15.1	Final Acceptance	Final Acceptance of solution and deliverables.	<ul style="list-style-type: none"> • Solution meets all requirements as defined in the product backlog • Solution does not have any outstanding Level 1,2 or 3 defects • All documentation and training have been delivered 	+100 Business Days

TASK 16: Documentation

InfoStrat will update the standard SAVIN360 system documentation based on ODOC's specific implementation and configuration needs.

Task 16 – Deliverable

No.	Name	Description	Acceptance Criteria	Complete By (Effective Date + No. of Days)
16.1	Updated SAVIN360 Documentation	Provide SAVIN360 documentation specific to ODOC configuration	<ul style="list-style-type: none"> System manual to maintain and operate the system based on ODOC specific configuration. 	+100 Business Days

Task No. 17: Ongoing Support and Maintenance

InfoStrat will provide ongoing support and maintenance for the Combined Software solution. InfoStrat will measure and monitor the Combined Software system and resolve bugs and issues in compliance with the Service Level Agreements defined in **Exhibit 7**.

Issues can include but not be limited to errors with the SAVIN360 solution, telephony configuration, data exchanges or other components maintained by InfoStrat's partners and sub-contractors.

InfoStrat will also provide a monthly status report and conduct a status meeting for the life of this contract that describes the overall health of the system as defined in Deliverable 17.1-17.48

Task 17 – Deliverables

No.	Name	Description	Acceptance Criteria	Complete By (Effective Date + No. of Days)
17.1-17.48	Monthly Status Reports and Meeting	<p>Monthly Status and Monitoring Report to include but not be limited to the following items:</p> <ul style="list-style-type: none"> Overall software health status including outages, issues, and failures Ticket response/resolution times Tasks undertaken and completed in the current reporting period, Scheduled Tasks to be completed in the next reporting period, and Concerns regarding risks, issues, mitigation plan for the project. 	<ul style="list-style-type: none"> Submission and review of the monthly status report Completed Monthly Status Meeting 	<p>First report: The first full month following Go-Live.</p> <p>Following reports on the 15th of each month following the first report.</p>

EXHIBIT NO. 3

INSURANCE

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit No. 3 prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State of Oregon and that are acceptable to the Customer. Coverage shall be primary and non-contributory with any other insurance and self-insurance with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention and self- insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY. All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00.

AUTOMOBILE LIABILITY INSURANCE. Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$5,000,000.00 for bodily injury and property damage. This coverage may be written in combination with Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY. Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$ 1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below.

ADDITIONAL INSURED. All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION. Contractors shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Customer or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Customer has received a waiver of subrogation endorsement from the Contractor or Contractor's insurer(s).

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

CERTIFICATE(S) AND PROOF OF INSURANCE. Contractor shall provide to Customer Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as Additional Insured, specify that Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any, that all coverage shall be primary and non-contributory with any other insurance and self-insurance, and confirm that either an extended reporting period of at least 24 months is provided on all claims made policies or that tail coverage is provided. As proof of insurance Customer has the right to request copies of insurance policies relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION. Contractor or its insurer must provide at least 30 days' written notice to Customer before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW. Contractor agrees to periodic review of insurance requirements by Customer under this Contract and to provide updated requirements as mutually agreed upon by Contractor and Customer.

EXHIBIT NO. 4

CONTRACTOR'S AND CUSTOMER PERSONNEL

Subject to Exhibit No.1, Section, Key Persons, the parties may update this Exhibit No. 4 via written notice to the other party.

CONTRACTOR KEY PERSONS:

Contractor Authorized Representative:

Name and Title: Danny Shannon

Phone:301.801.9434

Email:danny.shannon@serenic.com

Mailing Address: 5101 Wisconsin Ave., NW, Suite 420, Washington, DC 20016

Contractor Project Manager:

Name and Title: Pamela Bebon, Project Manager

Phone:912.484.2761

Email:pamela.bebon@serenic.com

Mailing Address:47 Olde Towne Place, Savannah, GA 31410

Other Contractor Key Persons:

Name and Title:

Phone:

Email:

Mailing Address:

CUSTOMER PERSONNEL:

Customer Authorized Representative:

Name and Title: Parrish Van Wert, Contract Administrator

Phone: 503-569-5347

Email: parrish.l.vanwert@doc.oregon.gov

Mailing Address: 3723 Fairview Industrial Dr. SE, Salem, OR 97302

Customer Project Manager:

Name and Title: Jason Miranda, IT Project Manager

Phone: 503-910-9478

Email: jason.r.miranda@doc.oregon.gov

Mailing Address: 3601 State St., Salem, OR 97301

EXHIBIT NO. 5

GSA CONTRACT 47QTCA23D003L AND CONTRACTOR'S ADDITIONAL TERMS GENERAL SERVICES ADMINISTRATION Federal Supply Service Authorized Federal Supply Schedule Pricelist

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address for GSA Advantage! is: GSAAdvantage.gov.

MULTIPLE AWARD SCHEDULE

LARGE CATEGORY: INFORMATION TECHNOLOGY SUBCATEGORY: IT SERVICES

Special Item Number 54151S Information Technology Professional Services

IT Professional Services and/or labor categories for database planning and design; systems analysis, integration, and design; programming, conversion and implementation support; network services, data/records management, and testing.

The Contractor shall not resell IT Professional Services, except that IT professional services may only be resold in direct support of products that are authorized to be sold via the schedule contract, e.g. SIN 54151 - Software Maintenance Services that supports SIN 511210 - Software Licenses. (This does not include SINs within the IT Services Subcategory).

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: DA01

LARGE CATEGORY: MISCELLANEOUS SUBCATEGORY: COMPLEMENTARY SINs

Special Item Number OLM Order-Level Materials (OLM)

OLMs are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Schedule contract or BPA. OLM pricing is not established at the Schedule contract or BPA level, but at the order level. Since OLMs are identified and acquired at the order level, the ordering contracting officer (OCO) is responsible for making a fair and reasonable price determination for all OLMs.

OLMs are procured under a special ordering procedure that simplifies the process for acquiring supplies and services necessary to support individual task or delivery orders placed against a Schedule contract or BPA. Using this new procedure, ancillary supplies and services not known at the time of the Schedule award may be included and priced at the order level.

OLM SIN-Level Requirements/Ordering Instructions:

OLMs are:

- Purchased under the authority of the FSS Program
- Unknown until an order is placed

- Defined and priced at the ordering activity level in accordance with GSAR clause 552.238-115 Special Ordering

Procedures for the Acquisition of Order-Level Materials. (Price analysis for OLMs is not conducted when awarding the FSS contract or FSS BPA; therefore, GSAR 538.270 and 538.271 do not apply to OLMs)

- Only authorized for use in direct support of another awarded SIN.
- Only authorized for inclusion at the order level under a Time-and-Materials (T&M) or Labor-Hour (LH) Contract Line Item Number (CLIN)
- Subject to a Not To Exceed (NTE) ceiling price

OLMs are not:

- "Open Market Items"
- Items awarded under ancillary supplies/services or other direct cost (ODC) SINs (these items are defined, priced, and awarded at the FSS contract level)

OLM Pricing:

- Prices for items provided under the Order-Level Materials SIN must be inclusive of the Industrial Funding Fee (IFF).
- The value of OLMs in a task or delivery order, or the cumulative value of OLMs in orders against a FSS BPA awarded under an FSS contract, cannot exceed 33.33%.

NOTE: When used in conjunction with a Cooperative Purchasing eligible SIN, this SIN is Cooperative Purchasing Eligible.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: 0000

**Schedule Contract Number
47QTCA23D003L**

For more information on ordering from Federal Supply Schedules, click on the FSS Schedules button at fss.gsa.gov.

Contract Period: January 21, 2023 through January 20, 2028

Contract current through: Modification 1 effective January 21, 2023
MASS Modification A853 effective January 23, 2023

Information Strategies, Inc.
doing business as InfoStrat
5101 Wisconsin Avenue Suite 420
Washington DC 20016-4140
202-364-8822 (telephone)
202-364-8919 (facsimile) www.infostrat.com

Contractor Point of Contact for Contract Administration
James Townsend
Vice President
InfoStrat

5101 Wisconsin Avenue Suite 420
Washington DC 20016-4140
202-364-8822 ext109 (telephone)
202-364-8919 (facsimile)
james.townsend@serenic.com

A Small Business

CUSTOMER INFORMATION

1a. Table of awarded Special Item Numbers:

Special Item Number 54151S Information Technology Professional Services Special Item
Number OLM Order-Level Materials (OLM)

1b. Identification of lowest priced model number and corresponding price for each awarded Special Item Number:

Special Item Number	Labor Category	GSA Price with IFF
54151S	Help Desk Specialist I	\$87.88 per hour

1c. Identification of Services and Hourly Rates: Please refer to pages 5 through 15, below.

2. Maximum Order:

Special Item Number 54151S \$500,000 Special
Item Number OLM \$250,000

3. Minimum Order: \$100

4. Geographic Coverage: Domestic

5. Points of Production: Washington, DC USA

6. Discount from List Price or Statement of Net Price:

The GSA Net Prices published on the GSA Advantage website reflect the fully burdened price. The negotiated discount has been applied and the Industrial Funding Fee has been added.

7. Quantity Discount: None.

8. Prompt Payment Terms: Net 30 days.

Note: Prompt Payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions. 7

9. Foreign Item: Not Applicable.

10a. Time of Delivery: As negotiated with the Ordering Activity.

10b. Expedited Delivery: Please contact the Contract Administrator for availability.

10c. Overnight and 2-day Delivery: Please contact the Contract Administrator for availability.

10d. Urgent Requirements: Please contact the Contract Administrator for availability.

11. F.O.B. Point: Destination.

12a. Ordering Address:

James Townsend
InfoStrat
5101 Wisconsin Avenue Suite 420 Washington
DC 20016-4140
202-364-8822 ext109 (telephone) 202-364-8919
(facsimile)
james.townsend@serenic.com

12b. Ordering Procedures:

For supplies and services, the ordering procedures and information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment Address:

James Townsend
InfoStrat
5101 Wisconsin Avenue Suite 420 Washington
DC 20016-4140
202-364-8822 ext109 (telephone) 202-364-8919
(facsimile)
james.townsend@serenic.com

14. Warranty Provisions:

Personnel who perform work on a task order under an awarded Schedule labor category shall meet the awarded Minimum/General Experience, Functional Responsibility, and Minimum Education or the awarded Schedule-level substitutions. The awarded Schedule-level qualifications cannot be waived by the Ordering Agency at the Blanket Purchase Agreement (BPA) or Task Order level.

15. Export Packing Charges: Not Applicable.

16. Terms and conditions of Rental, Maintenance, and Repair: Not Applicable.

17. Terms and conditions of Installation: Not Applicable.

18. Terms and conditions of Repair Parts indicating date of parts price lists and any discounts from list prices:

Not Applicable.

19. Terms and conditions for any other Service: None.

20. List of Service and Distribution Points: Not Applicable.

21. List of Participating Dealer: Not Applicable.

22. Preventative Maintenance: Not Applicable.

23a. Special Attributes such as Environmental Attributes (E.G., Recycled Content, Energy Efficiency, and/or Reduced Pollutants):

Not Applicable.

23b. Section 508 Compliance Information:

Information on the supplies and services in this contract are available at the following website address: <https://www.infostrat.com/>. The EIT standards can be found at: www.Section508.gov/.

24. Unique Entity Identifier (EUI): LDWMX4A7N1V5

25. Notification regarding registration in System for Award Management (SAM) database:

Contractor has a current registration in SAM.

26. Description of Information Technology Professional Services and Approved Hourly Rates:

Project Lead/Manager

Minimum/General Experience: 7 years.

Functional Responsibility: Designs and implements the components required for and handles complex software application features and technical designs. Provides technical support to software applications systems analysts and project team members as required. Relies on experience and judgment to plan, coordinate and manage IT working teams and accomplish IT goals.

Minimum Education: Bachelor's degree.

Approved Substitutions	
Minimum Education	Minimum/General Experience
High School Diploma / G.E.D.	11 years
Associates degree	9 years
Master's degree	5 years

Help Desk Specialist I

Minimum/General Experience: None.

Functional Responsibility: Assists end users with basic IT issues. Uses basic knowledge of commonly used IT concepts, practices, and procedures to identify, research and resolve simple technical problems. Responds to telephone calls, email and personnel requests requiring basic IT support and routes moderately

and highly complex problems to more experienced Help Desk Specialists. Tracks and monitors the problem to ensure a timely resolution. Relies on instructions, pre-established guidelines and manuals and immediate supervision to perform the functions of the job.

Minimum Education: Associates degree.

Approved Substitutions	
Minimum Education	Minimum/General Experience
High School Diploma / G.E.D.	2 years

Help Desk Specialist II

Minimum/General Experience: 2 years.

Functional Responsibility:

Provides support to end users on IT issues of moderate complexity. Applies advanced knowledge of commonly used IT concepts, practices, and procedures to identify, research and resolve moderately complex technical problems and troubleshoot user/system problems. Serves as the second point of contact for telephone calls, email and personnel requests for technical support requiring troubleshooting hardware/software and computer systems. Relies on experience and judgment to assist lower-level Help Desk Specialists with moderately complicated IT problems.

Minimum Education: Associates degree.

Approved Substitutions	
Minimum Education	Minimum/General Experience
High School Diploma / G.E.D.	4 years

Help Desk Specialist III

Minimum/General Experience: 4 years.

Functional Responsibility: Relies on experience and judgment to provide advanced technical support to troubleshoot hardware/software, computer systems, networks and printer problems and assists lower-level technicians with complex problems. Applies state of the art diagnostic techniques to identify, investigate causes, and research and recommend solutions to resolve complicated technical problems escalated by Tier I and II Help Desk Specialists. Provides technical guidance and directions to lower-level Help Desk Specialists and tracks and monitors IT problems to ensure their timely resolution.

Minimum Education: Associates degree.

Approved Substitutions	
Minimum Education	Minimum/General Experience
High School Diploma / G.E.D.	6 years
Bachelor's	2 years
Master's	0 years

Help Desk/PC Support Manager

Minimum/General Experience: 7 years.

Functional Responsibility: Directs, establishes, plans and implements the policies and procedures to support the organization's PC support services. Manages the deployment, maintenance, support and upgrade of servers, desktop PC, hardware, software, operating systems and distributed printers. Provides technical guidance and directions to Help Desk Specialists engaged in assisting computer users with hardware and software questions and problems.

Minimum Education: Bachelor's degree.

Approved Substitutions	
Minimum Education	Minimum/General Experience
High School Diploma / G.E.D.	11 years
Associates degree	9 years
Master's degree	5 years

Business Systems Analyst I

Minimum/General Experience: 2 years.

Functional Responsibility: Under direct supervision reviews, analyzes, and evaluates business systems and user objectives to formulate and develop or modify less complex information systems to parallel overall business strategies. Applies familiarity with relational database and client-server concepts to write detailed

description of user IT system needs, program functions, and steps required to develop or modify computer programs of less complex nature.

Minimum Education: Bachelor's degree.

Approved Substitutions	
Minimum Education	Minimum/General Experience
High School Diploma / G.E.D.	6 years
Associates degree	4 years
Master's degree	0 years

Business Systems Analyst II

Minimum/General Experience: 3 years.

Functional Responsibility: Under direct supervision, formulates and defines systems scope and objectives through research and fact-finding combined with an understanding of applicable business systems and industry requirements. With this knowledge, develops or modifies moderately complex information systems. Includes analysis of business and user needs, documenting requirements, and revising existing system logic difficulties as necessary. Can provide guidance to less-experienced Business Systems Analysts.

Minimum Education: Bachelor's degree.

Approved Substitutions	
Minimum Education	Minimum/General Experience
High School Diploma / G.E.D.	7 years
Associates degree	5 years
Master's degree	1 year

Business Systems Analyst III

Minimum/General Experience: 5 years.

Functional Responsibility: Formulates and defines technical systems scope and objectives of complex nature based on both user needs and a good understanding of applicable business systems and industry requirements. Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations, operating time, and form of desired results. Includes analysis of IT system needs, documentation of requirements, translation into proper system requirement specifications, and validating requirement specifications. Guides and advises less experienced Business Systems Analysts. Competent to work at the highest technical level of most phases of systems analysis while considering the business implications of the application of technology to the current and future business environment.

Minimum Education: Bachelor's degree.

Approved Substitutions	
Minimum Education	Minimum/General Experience
High School Diploma / G.E.D.	9 years
Associates degree	7 years
Master's degree	3 years

Applications Systems Analyst I

Minimum/General Experience: None.

Functional Responsibility: Under immediate supervision reviews, analyzes, and modifies simple programming systems including encoding, testing, debugging and installing to support an organization's IT application systems. Consults with users to identify current IT operating procedures and to clarify IT program objectives. Has basic knowledge of commonly used information technology concepts, practices, and procedures. Relies on instructions and pre-established guidelines to perform the functions of the job.

Minimum Education: Bachelor's degree.

Approved Substitutions	
Minimum Education	Minimum/General Experience
High School Diploma / G.E.D.	4 years
Associates degree	2 years

Applications Systems Analyst II

Minimum/General Experience: 2 years.

Functional Responsibility: Under general supervision reviews, analyzes, and modifies moderately complex programming systems. Consults with users to identify current operating procedures and to clarify program objectives and prepare detailed specifications from which programs will be written. Designs, codes, tests, debugs, documents, and maintains those programs. Competent to work on most phases of applications systems analysis and programming activities but requires instruction and guidance in other phases. Writes documentation to describe program development, logic, coding, and corrections and manuals for users to describe installation and operating procedures.

Minimum Education: Bachelor's degree.

Approved Substitutions	
Minimum Education	Minimum/General Experience
High School Diploma / G.E.D.	6 years
Associates degree	4 years
Master's degree	0 years

Applications Systems Analyst III

Minimum/General Experience: 5 years.

Functional Responsibility: Formulates and defines highly complex system scope and objectives. Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations, operating time, and form of desired results. Prepares detailed specifications from which programs will be written. Designs, codes, tests, debugs, and documents those programs. Competent to work at the highest technical level of all phases of applications systems analysis and programming activities. Can be assigned to lead and direct the work of other less-experienced analyst/programmers and to provide them with guidance and training. Is responsible for completion of a phase of a project.

Minimum Education: Bachelor's degree.

Approved Substitutions	
Minimum Education	Minimum/General Experience
High School Diploma / G.E.D.	9 years
Associates degree	7 years
Master's degree	3 years

Software Engineer I

Minimum/General Experience: None.

Functional Responsibility: Assists in design and coding of software product components, units, and modules according to detailed specifications and supports and/or installs software applications. Participates in analysis and development of test plans. Participates in the testing process through test review and analysis, test witnessing and certification of software. Provides test results to senior developers and

recommends simple corrections. Requires practical knowledge of one or more platforms and operating systems, and of programming languages. Typically requires knowledge of one or more systems architectures. Has basic knowledge of commonly used concepts, practices, and procedures within an IT field. Relies on instructions and pre-established guidelines to perform the functions of the job. Works under immediate supervision and guidance.

Minimum Education: Bachelor's degree.

Approved Substitutions	
Minimum Education	Minimum/General Experience
High School Diploma / G.E.D.	4 years
Associates degree	2 years

Software Engineer II

Minimum/General Experience: 2 years.

Functional Responsibility: Assist in the design and coding of software products. Prepares comprehensive test plans. Conducts tests. Identifies and debugs relatively simple problems. Provides test results and recommends more complex corrections to senior developers. Codes enhancements and supports features. Participates in writing product and user documentation. Requires detailed knowledge of one or more platforms and operating systems, and of programming languages. Typically requires knowledge of one or more systems architectures. Familiar with standard concepts, practices, and procedures within an IT field. Relies on limited experience and judgment to plan and accomplish goals. Works under general supervision.

Minimum Education: Bachelor's degree.

Approved Substitutions	
Minimum Education	Minimum/General Experience
High School Diploma / G.E.D.	6 years
Associates degree	4 years
Master's degree	0 years

Software Engineer III

Minimum/General Experience: 4 years.

Functional Responsibility: Designs and codes software components, units, and modules that meet product specification and development schedules. Tests and debugs assigned components and units, Participated in large system and subsystem planning. Adheres to product build and release schedules and strategies. Acts as a technical resource for lower-level developers. Requires comprehensive knowledge of one or more platforms and operating systems, and of programming languages. Applies extensive knowledge of one or more systems architectures and familiar with a variety of IT concepts, practices, and procedures and relies on experience and judgment to plan and accomplish IT tasks. Works under general supervision and as signed can lead or direct the work of others.

Minimum Education: Bachelor's degree.

Approved Substitutions	
Minimum Education	Minimum/General Experience
High School Diploma / G.E.D.	8 years
Associates degree	6 years
Master's degree	2 years

Software Engineer IV

Minimum/General Experience: 6 years.

Functional Responsibility: Develops technical designs and specifications for software products. Researches and integrates design strategies, product specifications, development schedules, and user expectations into product capabilities. Uses software development technologies and tools to build, test, and maintain product modules, components, and subsystems. Has a detailed knowledge and understanding of a variety of IT concepts, practices, and procedures. Provides technical support to project team members and technical leadership to lower-level developers. Can be assigned as a team lead to a smaller group of software developers/engineers. As necessary provides product demonstrations and interacts with customers, vendors and external development partners.

Minimum Education: Bachelor's degree.

Approved Substitutions	
Minimum Education	Minimum/General Experience
High School Diploma / G.E.D.	10 years
Associates degree	8 years
Master's degree	4 years

Software Engineer V

Minimum/General Experience: 8 years.

Functional Responsibility: Oversees technical design, development, and implementation of large projects and/or major software products and systems. Assists in defining architecture requirements and establishing standards for design and development. Consults with management and customers regarding product feasibility and viability of product plans and designs. Factors emerging technologies and product supportability into design and implementation. Serves as primary technical resource to development team. Can be assigned as team leader in prioritizing group tasks, determining individual assignments, and reviewing work of lower-level developers. Provides product demonstrations and participates in seminars, industry panels, and user group meetings. Interacts with customers regarding strategies, requirements, problem solving, and support. This is normally the senior non-management developer level.

Minimum Education: Bachelor's degree.

Approved Substitutions	
Minimum Education	Minimum/General Experience
High School Diploma / G.E.D.	12 years
Associates degree	10 years

Master's degree	6 years
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Web Application Developer I

Minimum/General Experience: None.

Functional Responsibility: Assists in designing, developing, building, troubleshooting, debugging, and implementing of software web applications, software and on-line database applications. Provides entry level knowledge and assistance with web-based programming to support development and expansion of web site applications and software. Applies basic knowledge of at least one web programming language and IT concepts, practices and procedures.

Minimum Education: Bachelor's degree.

Approved Substitutions	
Minimum Education	Minimum/General Experience
High School Diploma / G.E.D.	4 years
Associates degree	2 years

Web Application Developer II

Minimum/General Experience: 2 years.

Functional Responsibility: Provides specialized expertise in web-based programming to support development and expansion of web site applications. Applies advanced knowledge of at least one web programming language and standard IT concepts, practices, and procedures to design, implement, and build web applications, such as a web-based database application used to track specific materials or on-line database applications that let users search for data based on specified search criteria.

Minimum Education: Bachelor's degree.

Approved Substitutions	
Minimum Education	Minimum/General Experience
High School Diploma / G.E.D.	6 years
Associates degree	4 years
Master's degree	0 years

Web Application Developer III

Minimum/General Experience: 3 years.

Functional Responsibility: Provides highly specialized expertise and knowledge in web-based programming in support of the development and expansion of complex web site applications as determined in consultation with clients and other project team members. Designs, implements, and builds complicated web applications, such as a web-based database application required to track specific topics or on-line database applications that let users search for data based on specified search criteria. Develops installation programs for websites. Applies advanced knowledge of multiple web programming languages and IT concepts, practices, and procedures.

Minimum Education: Bachelor's degree.

Approved Substitutions	
Minimum Education	Minimum/General Experience
High School Diploma / G.E.D.	7 years
Associates degree	5 years
Master's degree	1 years

Database Architect I

Minimum/General Experience: None.

Functional Responsibility: Under direct supervision, provides entry level assistance and support for the design and building relational databases and the development of strategies for data acquisitions, archive recovery, and implementation of a database. Cleans and maintains the database by removing and deleting old data following instructions and pre-established guidelines. Has basic knowledge of commonly used IT concepts, practices, and procedures.

Minimum Education: Associates degree

Approved Substitution	
Minimum Education	Minimum/General Experience
High School Diploma / G.E.D.	2 years

Database Architect II

Minimum/General Experience: 2 years.

Functional Responsibility: Applies working knowledge in designing, developing and manipulating databases, data warehouses and multidimensional databases. Conceptualizes, models, and guides the logical relationship of data and database designs, changes, and applications to accommodate a variety of user needs. Defines informational needs and elements, data relationships and attributes, proposed manipulation, data flow and storage requirements, data output and reporting capabilities. Develops strategies for data acquisitions, archive recovery, and implementation of a database.

Minimum Education: Bachelor's degree.

Approved Substitutions	
Minimum Education	Minimum/General Experience
High School Diploma / G.E.D.	6 years
Associates degree	4 years
Master's degree	0 years

Database Architect III

Minimum/General Experience: 4 years.

Functional Responsibility: Applies advanced expertise to design strategies for enterprise database systems and set standards for operations, programming, and security. Designs and constructs large relational databases. Integrates new systems with existing warehouse structure and refines system performance and functionality. Provides technical guidance and direction to lower-level employees and acts as a technical project leader as assigned.

Minimum Education: Bachelor's degree.

Approved Substitutions	
Minimum Education	Minimum/General Experience
High School Diploma / G.E.D.	8 years
Associates degree	6 years
Master's degree	2 years

System Administrator

Minimum/General Experience: None.

Functional Responsibility: Under immediate supervision, installs, configures and maintains organization's network. Builds networks and administers the networks. Performs system backups on its internal and external web network servers. Designs and supports server system(s) and supporting software. Applies working knowledge of commonly used IT concepts, practices, and procedures and relies on instructions and pre-established guidelines and manuals to perform the functions of the job. **Minimum Education:** Bachelor's degree

Approved Substitutions	
Minimum Education	Minimum/General Experience
High School Diploma / G.E.D.	4 years
Associates degree	2 years

Network Engineer I

Minimum/General Experience: None.

Functional Responsibility: Under immediate supervision, provides entry level technical assistance and support generally required to review, plan, and evaluate a simple IT network system or a section of a larger IT network. Assists with troubleshooting IT network systems and implementing of recommend improvements to IT networks. Applies basic knowledge of commonly used IT concepts, practices, and procedures and follows instructions and pre-established guidelines to perform the functions of the job.

Minimum Education: Bachelor's degree.

Approved Substitutions	
Minimum Education	Minimum/General Experience
High School Diploma / G.E.D.	4 years
Associates degree	2 years

Network Engineer II:

Minimum/General Experience: 2 years.

Functional Responsibility: Reviews, plans, and evaluates network systems, hardware and software, including peripheral, output, and telecommunications equipment. Install, maintains, and coordinates the use of customer's Local Area or Wide Area Network (LAN/WAN). Enforces security procedures, installs network software, and manages network performance. Troubleshoots and resolves complex problems. Implements and coordinates network policies, procedures, and standards. As required trains users and provides technical documentation. Has general familiarity with standard IT concepts, practices, and procedures and relies on experience and judgment to plan and recommend improvements to network. Provides tactical and strategic input on overall network planning and related projects.

Minimum Education: Bachelor's degree.

Approved Substitutions	
Minimum Education	Minimum/General Experience
High School Diploma / G.E.D.	6 years
Associates degree	4 years
Master's degree	0 years

Network Engineer III

Minimum/General Experience: 4 years.

Functional Responsibility: Reviews, plans and evaluates hardware and software suitable for large, complex networks. Installs and maintains complex networks that typically link numerous computing platforms, operating systems, and network topologies across widely dispersed geographic areas. Tests and implements interface programs. Develops security procedures. Manages network performance. Troubleshoots and resolves complex problems to ensure minimal disruption of mission-critical applications. Maintains fault tolerant systems and manages systems backups. Has an advanced familiarity with a variety of the IT concepts, practices, and procedures and extensive expertise across hardware and systems supplies by multiple vendors. Relies on experience and judgment to perform a variety of complicated IT network tasks and achieve projects goals. As assigned, can lead and direct the work of others.

Minimum Education: Bachelor's degree.

Approved Substitutions	
Minimum Education	Minimum/General Experience
High School Diploma / G.E.D.	8 years
Associates degree	6 years
Master's degree	2 years

Information Services Consultant

Minimum/General Experience: 7 years.

Functional Responsibility: Seasoned technical expert working with end user groups to evaluate and solve IT technical problems with available technology including hardware, software, databases, and peripherals. Analyzes, designs, and implements IT system changes. Requires high level of diverse technical experience related to studying and analyzing IT system needs, IT systems development, IT systems process analysis, design, and re-engineering. Has skills and experience related to business management, systems engineering, operations research, and management engineering. Typically requires specialization in particular software or business application utilized in an end user environment. Keeps abreast of technological developments and applications.

Minimum Education: Bachelor's degree.

Approved Substitutions	
Minimum Education	Minimum/General Experience
High School Diploma / G.E.D.	11 years
Associates degree	9 years
Master's degree	5 years

Labor Category	21 JAN 23 to 20 JAN 24	21 JAN 24 to 20 JAN 25	21 JAN 25 to 20 JAN 26	21 JAN 26 to 20 JAN 27	21 JAN 27 to 20 JAN 28
	GSA Price with IFF	GSA Price with IFF	GSA Price with IFF	GSA Price with IFF	GSA Price with IFF
Project Lead/Manager	\$192.54	\$198.09	\$203.79	\$209.66	\$215.70
Help Desk Specialist I	\$87.88	\$88.56	\$91.11	\$93.73	\$96.43
Help Desk Specialist II	\$112.56	\$113.44	\$116.71	\$120.07	\$123.53
Help Desk Specialist III	\$123.43	\$124.39	\$127.98	\$131.67	\$135.46
Help Desk/PC Support Manager	\$133.30	\$134.34	\$138.21	\$142.19	\$146.28
Business Systems Analyst I	\$133.30	\$137.14	\$141.09	\$145.15	\$149.33
Business Systems Analyst II	\$146.14	\$150.35	\$154.68	\$159.13	\$163.72
Business Systems Analyst III	\$157.98	\$162.54	\$167.22	\$172.04	\$177.00
Application Systems Analyst I	\$148.11	\$152.37	\$156.77	\$161.28	\$165.92
Application Systems Analyst II	\$157.98	\$162.54	\$167.22	\$172.04	\$177.00
Application Systems Analyst III	\$192.54	\$198.09	\$203.79	\$209.66	\$215.70
Software Engineer I	\$118.49	\$121.90	\$125.41	\$129.02	\$132.74
Software Engineer II	\$123.43	\$126.98	\$130.64	\$134.40	\$138.27
Software Engineer III	\$157.98	\$162.54	\$167.22	\$172.04	\$177.00

Software Engineer IV	\$182.67	\$187.93	\$193.34	\$198.91	\$204.64
Software Engineer V	\$192.54	\$198.09	\$203.79	\$209.66	\$215.70
Web Application Developer I	\$157.98	\$162.54	\$167.22	\$172.04	\$177.00
Web Application Developer II	\$172.80	\$177.77	\$182.89	\$188.16	\$193.58
Web Application Developer III	\$207.36	\$213.33	\$219.48	\$225.79	\$232.29
Database Architect I	\$148.11	\$149.27	\$153.57	\$157.99	\$162.55
Database Architect II	\$172.80	\$174.15	\$179.16	\$184.32	\$189.63
Database Architect III	\$207.36	\$208.98	\$214.99	\$221.19	\$227.56
Systems Administrator	\$187.61	\$193.01	\$198.57	\$204.29	\$210.18
Network Engineer I	\$118.49	\$119.42	\$122.85	\$126.39	\$130.03
Network Engineer II	\$148.11	\$149.27	\$153.57	\$157.99	\$162.55
Network Engineer III	\$177.73	\$179.12	\$184.28	\$189.59	\$195.05
Information Services Consultant	\$197.48	\$203.16	\$209.02	\$215.03	\$221.23

The Service Contract Labor Standards (SCLS) formerly the Service Contract Act applies to this contract. While no specific labor categories have been identified as being subject to SCLS due to exemptions for professional employees (FAR 22.1101, 22.1102 and 29 CFR 541.300), this contract still maintains the provisions and protections for SCLS eligible labor categories.

**INFORMATION TECHNOLOGY CATEGORY
IT SERVICES SUBCATEGORY
SPECIAL ITEM NUMBER 54151S INFORMATION
TECHNOLOGY PROFESSIONAL SERVICES**

All services shall be billed in arrears in accordance with 31 U.S.C. 3324.

**MISCELLANEOUS CATEGORY
COMPLEMENTARY SINs SUBCATEGORY
SPECIAL ITEM NUMBER OLM
ORDER-LEVEL MATERIALS**

The use of the Order Level Materials (OLM) SIN is limited to 59 OLM-eligible subcategories under the MAS program. Supplies and/or services provided utilizing OLM authority must be acquired in direct support of an individual task or delivery order that is placed under an OLM-eligible subcategory as identified below:

- | | |
|-------------------------------------|---------------------------------------|
| 1) Apparel | 7) Compensation and Benefits |
| 2) Audio Visual Products | 8) Document Services |
| 3) Audio Visual Services | 9) Electronic Commerce |
| 4) Awards | 10) Environmental Services |
| 5) Background Investigations | 11) Facilities Maintenance and Repair |
| 6) Business Administrative Services | 12) Facilities Services |
| 13) Facilities Solutions | 14) Financial Services |

- | | |
|---|--|
| 15) Fire/Rescue/Safety/Environmental Protection Equipment | 37) Marine and Harbor |
| 16) Fitness Solutions. | 38) Marketing and Public Relations |
| 17) Flags | 39) Medical Equipment |
| 18) Flooring | 40) Miscellaneous Furniture |
| 19) Fuel Management | 41) Musical Instruments |
| 20) Furniture Services | 42) Office Furniture |
| 21) Healthcare Furniture | 43) Office Management Maintenance and Repair |
| 22) Household, Dormitory & Quarters Furniture | 44) Office Services |
| 23) Human Resources | 45) Packaged Furniture. |
| 24) Identity Protection Services | 46) Printing and Photographic Equipment |
| 25) Industrial Products | 47) Protective Equipment |
| 26) Industrial Products and Services Maintenance and Repair | 48) Records Management |
| 27) IT Hardware | 49) Search and Navigation |
| 28) IT Services | 50) Security Animals and Related Services |
| 29) IT Software | 51) Security Services |
| | 52) Security Systems |
| | 53) Signs |
| | 54) Social Services |
| 30) IT Solutions | 55) Structures |
| 31) IT Training | 56) Technical and Engineering Services (non- IT) |
| 32) Language Services | 57) Telecommunications |
| 33) Legal Services | 58) Testing Equipment |
| 34) Logistical Services | 59) Training |
| 35) Machinery and Components | |
| 36) Mail Management | |

NOTE: More information related to the Order Level Materials SIN is available at gsa.gov/mascategoryrequirements.

EXHIBIT NO. 6

SUBSCRIPTION LICENSE TO USE COMBINED SOFTWARE

The following terms and conditions apply to the Customer's use of SAVIN360 and The Portal Connector forming the Combined Software.

- a. **License grant.** Combined Software is licensed and not sold. Upon execution of this Contract and subject to Customer's compliance with this Contract, Contractor grants Customer a nonexclusive and limited license to use the Combined Software. These licenses are solely for Customer's own use and business purposes and are nontransferable except as expressly permitted under this Contract or applicable law.
- b. **Duration of licenses.** Licenses are granted on a subscription basis and expire at the end of the applicable subscription period unless renewed. If not renewed, all copies of the Combined Software must be removed and Customer is no longer granted access to Combined Software.
- c. **End Users.** Customer will control access to and use of the Combined Software by End Users and is responsible for any use of the Combined Software that does not comply with this Contract.
- d. **Reservation of Rights.** Contractor reserves all rights not expressly granted in this Contract. Combined Software is protected by copyright and other intellectual property laws and international treaties. No rights will be granted or implied by waiver or estoppel. Rights to access or use Combined Software on a device do not give Customer any right to implement Contractor patents or other Contractor intellectual property in the device itself or in any other software or devices.
- e. **Restrictions.** Except as expressly permitted in this Contract or Contractor documentation, Customer must not (and is not licensed to):
 - (1) reverse engineer, decompile, or disassemble any Combined Software, or attempt to do so;
 - (2) install or use non-Contractor software or technology in any way that would subject Contractor's intellectual property or technology to any other license terms;
 - (3) work around any technical limitations in the Combined Software or restrictions in Combined Software documentation;
 - (4) separate and run parts of Combined Software on more than one device;
 - (5) upgrade or downgrade parts of Combined Software at different times;
 - (6) transfer parts of Combined Software separately; or
 - (7) distribute, sublicense, rent, lease, or lend any Combined Software, in whole or in part, or use them to offer hosting services to a third party.
- f. **License transfers.** Customer may not transfer Combined Software without Contractor's prior written consent. If permitted, there may be additional charges for transferring the software to a third party.

Privacy.

- a. **Personal Data.** Customer consents to the processing of Personal Data by Contractor and its Affiliates, and their respective agents and subcontractors, as provided in this Contract. Before providing Personal Data to Contractor, Customer will obtain all required consents from third parties (including Customer's contacts, administrators, and employees) under applicable privacy and data protection laws.

Product warranties.

- a. **Limited warranties and remedies.**

Contractor warrants that the Combined Software version that is current at the time will perform substantially as described in the applicable Contractor documentation for one year from the date Customer acquires a license for that version. If it does not, and Customer notifies Contractor within the warranty term, Contractor will, at its option, (a) return the price Customer paid for the Combined Software license or (b) repair or replace the Combined Software.

The remedies above are Customer's sole remedies for breach of the warranties in this section. Customer waives any warranty claims not made during the warranty period.

- b. **Exclusions.** The warranties in this Agreement do not apply to problems caused by accident, abuse, or use inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, preview, or prerelease products, or to components of Combined Software that Customer is permitted to redistribute.
- c. **Disclaimer.** Except for the limited warranties above and subject to applicable law, Contractor provides no other warranties or conditions for Combined Software and disclaims any other express, implied or statutory warranties for Combined Software, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

Defense of third-party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By Contractor.** To the extent permitted by applicable law, Contractor will defend Customer and its Affiliates against any third-party claim to the extent it alleges that Combined Software made available by Contractor for a fee and used within the scope of the license granted under this Contract (unmodified from the form provided by Contractor and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party. If Contractor is unable to resolve a claim of misappropriation or infringement, it may, at its option, either (1) modify or replace the Combined Software with a functional equivalent or (2) terminate Customer's license and refund any license fees, including amounts paid in advance for unused consumption for any usage period after the termination date. Contractor will not be liable for any claims or damages due to Customer's continued use of Combined Software after being notified to stop due to a third-party claim.
- b. **By Customer.** To the extent permitted by applicable law, Customer will defend Contractor and its Affiliates against any third-party claim to the extent it alleges that: (1) any Customer Data or Non-Contractor Product misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Customer's use of any Combined Software, alone or in combination with anything else, violates the law or harms a third party.
- c. **By Both Parties.** Each party will defend the other party against any third-party claim to the extent it alleges that an injury arose from any breach of the indemnifying party's representations, warranties, covenants, and obligations under this Contract.

Limitation of liability.

Each party's maximum, aggregate liability to the other under this Contract is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the Combined Software during the term, subject to the following:

- a. **Subscriptions.** For Combined Software ordered on a subscription basis, Contractor's maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Combined Software during the six (6) months prior to the incident.
- b. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.
- c. **Exceptions.** No limitations or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

EXHIBIT NO. 7
SERVICE LEVEL AGREEMENTS AND PERFORMANCE STANDARDS

Contractor shall meet or exceed the following service level agreement:

Definitions for this Exhibit No. 7:

Response Time is defined as the period between receipt of a service request from ODOC and InfoStrat's acknowledgement to the ODOC of the service call.

Resolution Time is defined as the period between receipt of a service request from ODOC and completion of the maintenance services required to return the affected systems to normal operations.

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

InfoStrat will respond to service requests in accordance with the priority and within timeframes listed in the Service Level for Maximum Response and Resolution Target Time table.

The ODOC, in its sole discretion, will determine the service priority at the time of the call following previously established guidelines. Each Party reserves the right to reclassify the service priority assigned by ODOC, upon consultation with the other Party, as "1. Critical" or "2. Urgent" should they not meet the level of the Description stated in the Service Levels table below. Any "1. Critical" ticket not resolved per the Resolution outlined in the Service Levels table below will result in a 1% percent monetary assessment remedy for failure to perform based on the total monthly cost of the software subscription license, which also provides for Maintenance and Support, to be paid to the ODOC within thirty (30) business days.

Service Levels: Maximum Response & Resolution Targets			
Priority Level	Description	Maximum Time	
		Response	Resolution
1. Critical	Total system outage; Critical business operational impact; Security issues in production environment	7x24: within 15 minutes	7/24: 2 Hours or continuous effort until resolved with hourly updates
2. Urgent	High business operational impact; Risk to pending deadline/staff idle; Significant performance degradation	7x24: within 30 minutes	Business hours: 4 Hours or continuous effort until resolved with hourly updates
3. Important	Moderate business operational impact; Non-critical issue that is time sensitive; Affects deadline within one business day	Business hours: Within 1 business hour	Business hours: 1 Day or continuous effort until resolved with regular updates or as coordinated with ODOC
4. Low	Request for information; Low frequency marginal error; Research, testing, or assistance needed	Business hours: Within 4 Business hours	Business hours: 2 Days or continuous effort until resolved with regular updates or as coordinated with ODOC
Enhancement / Request	Suggestions to enhance the system, requests for training, questions regarding system features, additional documentation, etc.	None Specified	As coordinated with ODOC

Issues or defects that arise due to action taken by ODOC staff over which InfoStrat has no control will be reclassified as Enhancement / Request and may incur additional charges if afterhours support or more than 8 hours is required.

InfoStrat's responsibility under this SLA for Service Level Credits for Response Time and Resolution Time shall not apply to the following:

- Defect or outage with Office 365, Dynamics 365, or Azure infrastructure
- Defects or outages caused by failures of, or Deficiencies with, any IT systems located at a Site or operated or managed by a Site's vendor
- Defect or outage with any ODOC third party services such as ODOC ISP (Internet Service Provider)
- Defect or outage with any ODOC desktop system
- Defect or outage with the Internet itself
- Defect or outage on public user's computing device or their internet connectivity

ODOC responsibilities:

- ODOC to identify a primary and secondary point of contact to issue requests.

- Support activities for emergency issues will be conducted in the ODOC production environment, if necessary.
- Enhancements and changes for lower severity issues will be conducted in the ODOC development environment and migrated to production after approval by the ODOC point of contact.
- ODOC will provide InfoStrat with the necessary access rights to the production, development, and sandbox environments, subject to ODOC's network and facilities access policies and procedures.
- ODOC will provide InfoStrat with access to the necessary software licenses, and all software licenses, as needed. This will include the following software:
 - D365 Customer Service license
 - PowerApps licenses
 - SharePoint licenses
 - Power BI licenses (if needed)
 - Sitefinity license
 - Portal Connector License

EXHIBIT NO. 8

FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

Legal Authority for and Purpose and Genesis of the Security Addendum

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and

confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:

1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.

2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and

3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

EXHIBIT 8
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

EXHIBIT 8

FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee Date

Printed Name/Signature of Contractor Representative Date

Organization and Title of Contractor Representative

EXHIBIT 9

PAYMENT TABLE

Deliverable Pricing is based on Labor Category's hourly rate (GSA Rates listed below) X estimated hours for completion.				
IMPLEMENTATION COSTS				
Deliverable No.	Deliverable Name	Number of Units	Total Fee	Payable Upon
1.1	Kickoff Meeting	1	\$6,581	Deliverable Acceptance
1.2a - 1.2e	Weekly Status Report	5 months @ \$2,767.80/mo	\$13,839	Delivery of each month's weekly status reports.
1.3	Project Schedule	1	\$1,032	Deliverable Acceptance
1.4a - 1.4f	Monthly Status Report	5 months @ \$696.40/mo	\$3,482	Delivery of each month's monthly status report
2.1	Development Environment	1	\$5,814	Deliverable Acceptance
2.2	Test Environment	1	\$2,907	Deliverable Acceptance
2.3	Production Environment	1	\$2,907	Deliverable Acceptance
3.1	Requirements Product Backlog	1	\$11,213	Acceptance of all Task Deliverables
3.2a - 3.2c	Sprint Backlog	2 sprints @ \$3,737.67 1 sprint @ \$3,737.66	\$11,213	Acceptance of all Task Deliverables
4.1	SAVIN360 Model Driven Apps (MDA)	1	\$24,576	Deliverable Acceptance
5.1	Imported Data	1	\$3,642	Deliverable Acceptance
6.1	Notification Setup	1	\$10,923	Acceptance of all Task Deliverables
6.2	Spanish Data translation	1	\$2,579	Acceptance of all Task Deliverables

7.1	Automated Notifications	1	\$14,565	Deliverable Acceptance
8.1	Configured Victim Registration	1	\$9,102	Deliverable Acceptance
9.1	Configured Telephony	1	\$6,371	Deliverable Acceptance
10.1	Portal Installation and Creation	1	\$41,064	Acceptance of all Task Deliverables
10.2	Registration Dashboard	1	\$10,517	Acceptance of all Task Deliverables
10.3	Branding of Portal and Purchase of Marketing Materials	1	\$27,511	Acceptance of all Task Deliverables
11.1	Integrated ODOC OMS (Batch)	1	\$30,767	Acceptance of all Task Deliverables
11.2	Integrated OYA OMS (Real-time)	1	\$20,512	Acceptance of all Task Deliverables
11.3.1	Baker County Data Exchange (Real-time)	1	\$4,414	Deliverable Acceptance
11.3.2	Benton County Data Exchange (Batch)	1	\$4,907	Deliverable Acceptance
11.3.3	Clackamas County Data Exchange (Real-time)	1	\$1,938	Deliverable Acceptance
11.3.4	Clatsop County Data Exchange (Real-time)	1	\$9,676	Deliverable Acceptance
11.3.5	Columbia County Data Exchange (Real-time)	1	\$9,676	Deliverable Acceptance
11.3.6	Coos County Data Exchange (Batch)	1	\$4,907	Deliverable Acceptance
11.3.7	Crook County Data Exchange (Real-time)	1	\$9,676	Deliverable Acceptance

11.3.8	Curry County Data Exchange (Real-time)	1	\$4,414	Deliverable Acceptance
11.3.9	Deschutes County Data Exchange (AWACS)	1	\$8,128	Deliverable Acceptance
11.3.10	Douglas County Data Exchange (Real-time)	1	\$9,676	Deliverable Acceptance
11.3.11	Grant County Data Exchange (Real-time)	1	\$4,414	Deliverable Acceptance
11.3.12	Harney County Data Exchange (Real-time)	1	\$1,938	Deliverable Acceptance
11.3.13	Jackson County Data Exchange (Batch)	1	\$4,907	Deliverable Acceptance
11.3.14	Jefferson County Data Exchange (Real-time)	1	\$9,676	Deliverable Acceptance
11.3.15	Josephine County Data Exchange (Real-time)	1	\$9,676	Deliverable Acceptance
11.3.16	Klamath County Data Exchange (Real-time)	1	\$9,676	Deliverable Acceptance
11.3.17	Lake County Data Exchange (Real-time)	1	\$9,676	Deliverable Acceptance
11.3.18	Lane County Data Exchange (Real-time)	1	\$9,676	Deliverable Acceptance
11.3.19	Lincoln County Data Exchange (Real-time)	1	\$3,486	Deliverable Acceptance
11.3.20	Linn County Data Exchange (Batch)	1	\$4,907	Deliverable Acceptance
11.3.21	Malheur County Data Exchange (Real-time)	1	\$4,414	Deliverable Acceptance

11.3.22	Marion County Data Exchange (Real-time)	1	\$9,676	Deliverable Acceptance
11.3.23	Multnomah County Data Exchange (Real-time)	1	\$1,938	Deliverable Acceptance
11.3.24	Polk County Data Exchange (Real-time)	1	\$3,486	Deliverable Acceptance
11.3.25	Tillamook County Data Exchange (Batch)	1	\$4,907	Deliverable Acceptance
11.3.26	Umatilla /Morrow /Wallowa Data Exchange (Real-time)	1	\$8,388	Deliverable Acceptance
11.3.27	Union County Data Exchange (Batch)	1	\$4,907	Deliverable Acceptance
11.3.28	NORCOR Integrated (Wasco, Gilliam, Hood River, Sherman, Wheeler) Data Exchange (Real-time)	1	\$10,967	Deliverable Acceptance
11.3.29	Washington County Data Exchange (Real-time)	1	\$9,676	Deliverable Acceptance
11.3.30	Yamhill County Data Exchange (Real-time)	1	\$9,676	Deliverable Acceptance
12.1	Migration Scripts	1	\$61,189	Acceptance of all Task Deliverables
12.2	Data Migration	1	\$26,224	Acceptance of all Task Deliverables
13.1	Completed System Testing Report	1	\$12,058	Deliverable Acceptance

13.2	Completed User Acceptance Testing	1	\$7,817	Deliverable Acceptance
14.1	Completed Training	1	\$13,824	Deliverable Acceptance
15.1	Final Acceptance	1	\$1,038	Deliverable Acceptance
16.1	Updated SAVIN360 Documentation	1	\$6,912	Deliverable Acceptance
TOTAL IMPLEMENTATION COSTS			\$593,658	
TASK 17 – ONGOING SUPPORT AND MAINTENANCE				
17.1-17.48	Monthly Status Reports	47 reports at \$407.84 1 report at 407.52	\$19,576	N/A
Year 1 (Prorated) Services & Jail Management System			Amount	Time Period
Telephony			\$22,260	Covers 01/01/2023 - 06/30/2023; to be paid by 01/31/2023
Marketing Materials				Initial Marketing for year 1 is accounted for above in Deliverable 10.3
JMS Maintenance			\$15,000	Covers 01/01/2023 - 06/30/2023; to be paid by 01/31/2023
TOTAL (Prorated) YEAR 1 FEES			\$37,260	
Year 1 (Prorated) Software Licensing Subscription Fees			Amount	Time Period
SAVIN360			\$91,800	Covers 01/01/2023 - 06/30/2023; to be paid by 01/31/2023

The Portal Connector	\$4,850	Covers 01/01/2023 - 06/30/2023; to be paid by 01/31/2023
TOTAL (Prorated) YEAR 1 FEES	\$96,650	
Annual Subscription Fee	Amount	Time Period
Year 2	\$274,319	Covers 7/1/2023 - 6/30/2024; to be paid by 06/01/2023
Year 3	\$274,319	Covers 7/1/2024 - 6/30/2025; to be paid by 06/01/2024
Year 4	\$274,319	Covers 7/1/2025 - 6/30/2026; to be paid by 06/01/2025
Year 5	\$274,319	Covers 7/1/2026 - 6/30/2027; to be paid by 06/01/2026
TOTAL SUBSCRIPTION FEES	\$1,097,276	
CONTRACT TOTAL NTE	\$1,844,420	

HOURLY RATES

The table below provides the roles to be used by Contractor for this project with associated labor categories and rates from contract 47QTCA23D0003L.

Role	Labor Category	GSA Hourly Rates				
		1/21/23 to 1/20/24	1/21/24 to 1/20/25	1/21/25 to 1/20/26	1/21/26 to 1/20/27	1/21/27 to 1/20/28
Project Manager	Project Lead/Manager	\$192.54	\$198.09	\$203.79	\$209.66	\$215.70
Business Analyst	Business Systems	\$157.98	\$162.54	\$167.22	\$172.04	\$177.00

	Analyst III					
Architect	Systems Administrator	\$187.61	\$193.01	\$198.57	\$204.29	\$210.18
Architect	Database Architect II	\$172.80	\$174.15	\$179.16	\$184.32	\$189.63
D365 Developer	Web Application Developer II	\$172.80	\$177.77	\$182.89	\$188.16	\$193.58
Portal Developer	Web Application Developer II	\$172.80	\$177.77	\$182.89	\$188.16	\$193.58
Tester	Business Systems Analyst III	\$157.98	\$162.54	\$167.22	\$172.04	\$177.00
Documentation / Training	Business Systems Analyst III	\$157.98	\$162.54	\$167.22	\$172.04	\$177.00