

**STATE OF OREGON
OFFICE OF THE STATE TREASURER**



APRIL 12, 2013

ISSUING OFFICER

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**REQUEST FOR INFORMATION
FOR
Bond Tracker System Software
Modifications and Maintenance Contractor**

Date of Issuance: April 12, 2013
Written Response Date: May 17, 2013

Issuing Office: Office of the State Treasurer
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**PART I
INTRODUCTION**

PURPOSE

The Oregon State Treasurer (“Treasurer” or “Treasury” or “OST”) is requesting information from qualified contracting firms interested in providing services for its Bond Tracker System (“BTS”) for the period July 1, 2013 through June 30, 2015. This Request For Information (“RFI”) is being distributed to solicit contractor interest and ability to provide services regarding OST’s current and future BTS application business needs. The OST BTS has growing reporting needs along with typical application maintenance, modifications and operational issues. Additionally, OST is interested in obtaining cost data and other information related to company services. As a result of this RFI we expect to enter into dialog with one or more potential contractors to provide services under a Personal Services Contract. (See Attached Sample Contract). Contract negotiations are expected to be conducted in June 2013 at the end of this RFI process, with an anticipated start date in July 2013. The contract will adhere to budget authorization from the State Legislature and is anticipated to last a minimum of two years. Payment methodology for services is outlined the Sample Contract.

OVERVIEW

The Office of the State Treasurer (“OST”) has a wide range of financial responsibilities, including managing the investment of state funds, issuing all state bonds, and serving as the central bank for state agencies. The Debt Management Division (“DMD”) of the Treasurer’s Office, per state law (ORS 287A.634), tracks all state and local government debt in Oregon. In addition, OST is responsible for coordinating the timing of the sale and issuance of various state bond issues; maintaining a calendar of upcoming state and local bond sales; maintaining approximately 6,100 bond series records representing over \$31 billion in outstanding state and local bonds; and providing various reports and analyses. Typical reports produced by the BTS include outstanding State and local debt which are presented to the Legislature, the Governor’s office, appointed commissions, state auditors, rating agencies, and other interested parties.

The firm(s) selected as Contractor(s) for the BTS serves at the pleasure and the sole and absolute discretion of the Treasurer and may be terminated at any time, upon 30 days written notice of such termination to the Contractor.

This is a maintenance and enhancement engagement, and after the initial familiarization phase the volume of work will vary month to month based on business needs. Historically, hours billed have varied from 14 to 200 per month, with an average of 50 per month. Typically hours are expected to average between 15 and 25 per month, with periodic increases based on more extensive enhancement requests.

Attachments to this RFI represent the basic functionality OST seeks to maintain and improve upon and services required by the business users of the BTS. In some cases, BTS functionality or requirements may not be specific and will require additional refinement. More detail may also

be needed to further define many of the data elements of the BTS. This detail may be updated when the Contractor has the opportunity to examine the BTS in more depth, has further discussions with staff, and understands more of the complexities associated with maintaining and customizing the BTS.

Attachment A includes a list of functions, processes, activities, outputs and specifications that may help describing the current BTS. The intent of Attachment A is to: 1- Provide you with information on the BTS capabilities, functions and design; 2- Provide a basis from which we begin a dialog on the BTS and contract negotiations; and 3- Give OST an opportunity to review your capabilities, questions and comments, if any. Comments should not be lengthy as succinct statements are preferred, and any questions or comments can be more fully explored as we work towards a successful contract.

Treasury is proud to offer equal opportunity in contract, agreement solicitation and award. Treasury does not discriminate because of age, race, color, sex, religious creed, national origin, marital status, sexual orientation, or disability. Furthermore, Treasury encourages and desires that firms doing or seeking to do business with Treasury have an equal opportunity program with demonstrated results. Treasury requires that all written contracts or agreements with Treasury reference applicable non-discrimination, affirmative action and contract compliance laws and expressly affirm compliance with those laws.

BACKGROUND

The DMD uses a custom-designed software system developed by an external Contractor to track and report on Oregon's State and local government debt activity. The BTS allows users to enter and update their debt information via the Internet into a comprehensive financial database. The BTS allows tracking of future municipal financial products, such as floating rate notes or other debt obligations as they develop, and the tracking of partial debt information until complete information is submitted. The BTS does not interface with any other state financial systems. Data (6,100 records) from the prior debt system have been converted to the new BTS. See Attachment B for a high level description of DMD and BTS information flow.

In 2006, OST determined that significant modifications to its legacy debt system were required to track and report new types of financial products like variable rate bonds and interest rate swaps, and expand the ad-hoc reporting capabilities of its debt system. While this prior debt system contained extensive information about state and local debt dating back to the 1960s, it was not designed to track new and complex financial products available today, nor did it have the flexibility to provide ad hoc reports and other desired features. OST contracted with a software and consulting firm to create a replacement system to better meet its needs.

The BTS is written in VB.Net, using SQL Server. Remote Desktop Services is used for Internet access. Other tools and technologies used include ASP. Net, Datadynamics Active Reports.Net, Telerik's Sitefinity Content Management System, and others. A detailed description of the system technologies, architecture and components will be available to select firms prior to actual contract negotiations. The BTS is hosted at Easystreet. The current BTS software contractor manages all hosted hardware and associated components.

PART II
SAMPLE STATEMENT OF WORK

The following Statement of Work is a sample, and will be modified as needed during actual contract negotiations.

- Perform associated maintenance and timely updates (e.g. software patches and service releases) to the Bond Tracker servers, software and database, and other components. Critical patches and hotfixes to Windows and/or installed software will be updated within 60 days from the release.
- Provide technical support from 8:00 am to 5:00 pm Pacific Time. Technical support includes troubleshooting for users, hosting hardware, hosting software, application upgrades and maintenance.
- Provide repairs due to errors in the application or other components, as well as ensure third-party software used in the application is updated and functional.
- Acknowledgement sent to OST DMD regarding critical bugs within 4 hours and other bugs within 8 hours.
- Modify BTS as requested to enhance system functionality and respond to changing business requirements.
- For routine system maintenance, OST staff will be provided a minimum of one day's notice prior to performing maintenance that would make the site unavailable during normal technical support hours.
- In the event of a disaster, the Bond Tracker software must be fully functional within 72 hours.

Below are examples of the deliverables, which will be further defined in the contract Statement of Work OST would expect from Contractor:

- Licensing management
- Design, maintain, update and create reports
- Server maintenance, including patches and upgrades
- Maintain environmental controls (e.g. security, contingency planning, restart recovery)
- Maintain audit and control functions (error control, control totals, etc.)
- Maintain application standards (e.g., screen formats) and common software functions
- Monitor and maintain secure environment to ensure data integrity
- Maintain subsystems, their data requirements and interfaces
- Maintain storage and telecommunications
- Evaluate system approach, impact analysis, costs and benefits
- Design, create, and modify user interface
- Refine logical and physical database designs

- Maintain and update software and database components
- Maintain and refine the macro architectural design and associated documents
- Acquire hardware and system software resources as necessary
- Maintain, develop, and implement test strategy and plans, including Unit, Integration, and related tests
- Coordinate user acceptance testing and modify system as needed to achieve desired results.
- Maintain and update user and operator training
- Maintain and enhance software components
- Assist in updating user documentation, operations and support documentation and training materials
- Maintain and update technical documentation including narratives, diagrams, overviews, process flows, and other materials as needed to aid in understanding and maintenance of the system
- Prepare for and complete transition from test site to production operation
- Perform or enable environment tests, including penetration or other security tests as requested
- Provide estimates for potential new tasks

PART III
INFORMATION REQUESTED

Please submit your written response to the numbered items below, in electronic Adobe Acrobat (.pdf) format, to: DMD@ost.state.or.us. If you prefer to submit paper copies in lieu of or in addition to electronic form copies please submit one copy to: Larry Groth, Deputy Director, DMD, Oregon State Treasury, 350 Winter Street NE #100, Salem, Oregon 97301. Please use a font size no smaller than 12. Please refer to each numbered item at the beginning of your response.

1. Please provide the name, resume' and qualifications of your proposed support team. They may be designated as Key Personnel as per the Sample Contract. Briefly describe the experience of any other individuals who may work on this account. The BTS Contractor should be available for bug fixes and maintenance, at a minimum, from 8 am – 5 pm Pacific Time Monday through Friday, with response times for critical bugs within 4 business hours with a target resolution of 24 hours. Can your firm meet this support minimum? Do you have a support office in the Portland/Salem area? Please describe how continuity of operations will be maintained.
2. Describe your experience in maintaining and modifying complex database systems with web interfaces.
3. The BTS is written in VB.Net, using SQL Server. Remote Desktop Services is used for Internet access. Other tools and technologies used include ASP.Net, Datadynamics Active Reports.Net, Telerick's Sitefinity Content Management System, and others. Describe your experience in similar environments and how this will meet OST's business and technical needs. Be specific about which of the listed technologies the proposed team members have experience with.
4. Provide at least three references for either your firm and/or the individuals assigned to this project that are similar in nature to the work described in this RFI that OST may contact. OST may attempt, during normal business hours, to contact these references. OST may request additional references to those provided in this RFI. OST may investigate the qualifications of a Responder, including: successful performance of similar services; compliance with specifications and contractual obligations; completion or delivery of services on schedule; and its lawful payment of suppliers, subcontractors, and workers. OST may postpone the award or execution of any contract in order to complete its investigation.
5. Provide a statement of fully-burdened hourly rates for your services proposed. Describe any additional costs such as professional fees, travel costs, out-of-pocket, and other expenses which you may incur for which reimbursement by OST is expected. (Although price is a consideration in determining the successful Contractor, the intent of this RFI is to identify potential Contractors that have the level of specialized skill, knowledge, and resources to perform the work described in this RFI. Qualifications, performance history, expertise, knowledge and the ability to exercise sound professional judgment and conduct are prime considerations in the selection process. Due to the highly technical nature of

some of these tasks and the close working relationship required with OST staff the responder with the lowest price response may not necessarily be awarded a contract.)

6. Describe your process for determining how to charge and invoice the OST for services provided. Examples might include: 1-based on specific deliverables; 2-flat fee per month; 3-dollars per hour of time spent programming; 4-another method or a combination of methods.
7. Describe your process for understanding and being able to efficiently maintain (“getting up to speed”) the BTS. What time and costs would you expect to be involved this process?
8. The BTS server is housed in Beaverton under a contract with EasyStreet. The current BTS contractor manages the hosting services. Describe your preference, recommendations and pros and cons for this or a different arrangement. In other words, would you prefer to manage both the hosting services and provide software programming services or would you prefer to just provide programming services? Describe your company’s ability to host our BTS. If applicable, discuss the average costs associated with hosting our BTS (either by your company or a partner Contractor).
9. Please review Attachment A. Provide comments for any item for which you may have questions or comments.
10. Describe any contract terminated for convenience, nonperformance, non-allocation of funds, or any other reason, which termination occurred before completion of the contract, during the past five years. Please include the name, address and telephone number of the other contracting party.
11. The BTS requires the flexibility to record and track new types of debt instruments or debt-related data that may not yet exist. Data elements may need to be added, reports, screens and calculations may need to be modified based on additional data elements and needs. Describe your process for accepting change requests, determining required modification, estimating costs, completing and finally validating the request fulfillment.
12. Please provide a copy of any document that describes your firm’s equal opportunity (EEO) program, if any. Provide a brief history, scope and summary of any results of your firm’s policy.

PART IV
SCHEDULE

RFI Release	April 12, 2013
Group BTS Presentation Conference ^{1,2}	May 3, 2013
RFI Written Response Submission.....	May 17, 2013
Individual Firm Pre-Contract Conference(s) ³	May 23-30, 2013
Contract Negotiations.....	May - June, 2013

¹ At OST’s option, a Conference to present the BTS, answer general questions and to clarify issues may be held at a time to be determined. If held, the conference will be at the Labor & Industries Building, Suite #100, 350 Winter Street NE, Salem, Oregon 97301. Any comments made by OST at this Conference are not binding.

² If you are unable or prefer not to attend the Group BTS Presentation Conference, your questions and requests for explanations of the meaning or interpretation of provisions of this RFI may be delivered via electronic means using Adobe Acrobat (.pdf) format to the attention of the Larry Groth, email: DMD@ost.state.or.us. OST will attempt to respond to these questions and requests for clarification, but may be prevented from doing so because of time restrictions. When appropriate, OST may clarify RFI provisions via postings on the following OST website: <http://www.oregon.gov/treasury/AboutTreasury/Pages/Requests-for-Proposals.aspx>. OST may also informally respond to questions.

³ Conferences with selected individual firm(s) may be conducted to provide more background on the project and system design. Selected firm(s) will have the opportunity to ask individualized, specific questions of OST program staff and to further clarify OST expectations, BTS design and requirements.

PART V

GENERAL RFI PROCESS AND INFORMATION

EVALUATION

OST is conducting a multi-step information gathering process to select a Contractor for its BTS. OST will review and rate each RFI response; however, minor informalities and irregularities may be waived. Clarification of any response may be requested. All responses become the property of OST.

The following criteria will be used to evaluate the information provided by each firm:

- Quality and clarity of written response to Part III INFORMATION REQUEST section of this RFI;
- Responder's approach and plans to meet the deliverables identified in this RFI;
- Responder's experience in providing requested supplies and services;
- Key Person(s)' qualifications; and
- Interviews and discussions with selected firms and references at the discretion of OST.

All costs incurred in preparing and submitting a response to this RFI are the responsibility of the responding firm and not reimbursable by OST. The apparent successful responder may be invited to enter into contract negotiations substantially in the form as depicted in Attachment C. OST is not obligated as a result of the submission of a response to enter into a contract with any responder, and has no financial obligation arising from this RFI. Please also review the "OST Reserved Rights" section of this RFI.

NOTICE TO RESPONDERS AND CONTRACT FORM

All firms providing information for the RFI will be notified of the status of their response as soon as practical. If the OST determines that no firm meets the desired qualifications, OST may issue another RFI or seek alternate means of filling its needs. After identifying the contractor(s) that apparently best meets the needs of the BTS, OST may enter into contract negotiations with one or more contractors. The contract would be substantially in accordance with the form set forth in Appendix C. In the event that mutually agreeable terms cannot be reached within a reasonable time period, with a potential contractor, then OST may negotiate with other qualified responders. Any personal services contract entered into as a result of this RFI may be amended as to maximum compensation at the discretion of the Treasurer. The terms of the Contract may be waived or amended by written agreement signed by the parties, and if required, approved by the Oregon Department of Justice.

PUBLIC RECORDS, CONFIDENTIALITY AND TRADE SECRETS

All information provided in response to this RFI may be considered or determined to be public information. Copies of public information may be requested at the expense of the requestor. Any information that a firm wishes to protect from disclosure to third parties as a trade secret under ORS 192.501(2) must be labeled with the following: **"This material constitutes a trade secret under ORS 192.501(2) and is not to be disclosed except as required by law."** OST

shall take reasonable measures to hold in confidence all such labeled information, but the State is not be liable for release of any information when required by law or court order to do so, whether pursuant to the Oregon Public Records Law or otherwise and will also be immune from liability for disclosure or release of information under the circumstances set out in ORS 646.473(3).

Responders should be prepared to provide the reasons why any material so marked is a trade secret. The State will maintain the confidentiality of information, determined to be a trade secret, to the extent permitted by law. Information obtained as a result of this RFI will only be release to the public by official public records request and only after the RFI process is complete.

OST RESERVED RIGHTS

All rights regarding this RFI are reserved including the right to:

1. Modify this RFI without liability;
2. Reject any or all responses received upon finding that it is in the best interest of the OST to do so;
3. Waive any minor informality or non-conformance in the RFI;
4. Seek clarification of any response;
5. Negotiate and amend any Statement of Work or Contract in any manner necessary to serve the best interest of the public;
6. Conduct additional or revised rounds of negotiations or requests for information;
7. Engage consultants or providers, independent of this RFI process, to perform the same or similar services; and
8. Determine the best qualified candidate or candidates.

ATTACHMENT A – BTS FUNCTIONALITY, OPERATIONS AND MODIFICATIONS

Please review the following document as part of this RFI. In the Comments/Questions column provide any comments or questions you may have. This section is intended to provide you with information on many BTS functions and an opportunity to ask questions or provide comments (if any) regarding the system.

CURRENT DEBT TRACKING SYSTEM, STRUCTURE, FUNCTIONALITY & FEATURES

#	Current Function or Process	Comments/Questions
1	The BTS has a web-based interface that allows pre-approved external entities (e.g. Non-OST state agencies' representatives or bond professionals) to correct and update debt schedules and other MDAC information online, and initiate debt verification at any time. External updates trigger an alert for OST staff to review and accept or reject changes. Rejection notifies the issuer. OST staff determines reason for rejection.	
2	The System allows import/export data to and from spreadsheets and word processing programs (e.g., Excel, Word, others as appropriate). Examples include: <ol style="list-style-type: none"> 1. Import excel file (from Department of Revenue) containing district, tax code area, and corresponding M5 assessed value data. Provide a method to automatically update tax code areas and M5 assessed value information on an annual basis and adjust tax code areas assigned to each issuer. 2. Import excel file to update annual population data (city or county, population, effective date) by county and city. Data is obtained annually from Portland State University's web site. 3. Issuers can upload information debt service schedules with call information independently that are verified by OST. 	
3	Data elements are validated against DMD user-defined rules and a resultant error message displayed. There are edits and rules for appropriate and consistent data (at the time of data entry into the system. For example, if one field contains X, then another field must be Y. Another example: when the issuer is a state agency, certain fields are required that are not required when the issuer is a local entity.	
4	The BTS has no interfaces to other systems. All access is through a web browser.	
5	The BTS can identify (e.g. highlight in a different color) required entry fields and enforce entry before a record is accepted by the application.	
6	The BTS can enter narratives with text wrap-around feature on memo fields.	

7	The BTS creates all date and time stamps via the internal System.	
8	OST can create conditional fields/mandatory data elements based on DMD's user-defined criteria.	
9	Administrative functions such as report generation, and database maintenance do not cause BTS degradation (e.g., slowdown of system response times).	
10	The BTS supports continuous data integrity in the event of a component or system failure. I.e. minimal data is lost or corrupted.	
11	Consistent titles on screens, tables, and reports are produced.	
12	Has the ability to use drag and drop, point-and-click (pull-down menus) devices to invoke a function.	
13	Has the ability to move forward and backward in a field without having to retype the entire field (e.g., to insert and delete).	
14	Emulates the look and feel of a spreadsheet (multiple record view/input) with the option of a 1-record view/input form.	
15	Accelerates end user routine data entry tasks with drop-down lists, auto-fill/auto-search and/or keyboard macros	
16	Provides error messages to diagnose problems, without the need of a technical background.	
17	Can cut, copy and paste data between fields and across applications. For example, the end users have the ability to copy MS Word information from MS Word to a text box in the BTS	
18	Automatically can "save" and "log-off" via a function key, and/or icon (tool bar).	
19	Users can sort data based on any selection criteria (any field with data).	
20	BTS has a consistent "look and feel" in terms of navigation, use, etc. on all BTS modules and is easy to use and familiar for those users who are already familiar with the Windows environment.	
21	Provides real-time system edits within all online entry screens to ensure data integrity (addressing record locks issues, and allowing data (when applicable) to be cross referenced to table look up data "real time").	
22	Can accommodate up to 100 users with approximately 15 concurrent at any given time.	
23	Data repository stores all data in a centralized relational database.	
24	The BTS may have multiple application environments available at the same time	

	(production, testing, development, training and, if required, off-site recovery facility.	
25	Minimal data loss using frequent saves and to prevent accidental timeouts.	
26	The BTS provides real-time monitoring by system administrators of response time, system use and capacity, concurrent users, and system errors.	
27	The BTS operate in the following infrastructure:	
28	The BTS allows for database information extraction, insertion and exchange using current and likely future commonly accepted industry formats (e.g., XML).	
29	The BTS supports common database connectivity protocols such as ODBC, OLE-DB and JDBC.	
30	The BTS terminates (e.g. gives warning, saves data, logs user out) users if inactivity exceeds appropriate time-out period.	
31	The BTS supports disaster recovery and business continuity plans of the State, including methods for BTS backup and recovery. The Contractor must show that a backup of the system (performed at a particular point in time) can be reinstalled and restored, allowing OST to use the system from the same point in time. OST staff should be able to perform disaster recovery independently without assistance of the Contractor.	
32	The BTS is available for online update access 24/7. However, OST technical support will only be available M-F 8 am to 5 pm PST. Routine maintenance will also be needed during normal working hours with prior notice.	
33	The BTS provides system administration utilities, tools and processes, including, at a minimum: <ul style="list-style-type: none"> • Source code and version control • Storage archival and retrieval • Sorting • Job scheduling and execution • Performance monitoring • Debugging tools • Transaction monitoring • Resource utilization • mass changes/deletes • Reporting tools 	
34	The BTS requires use of "strong" passwords and allows OST system administrators the	

	ability to reset passwords, after validating the end user's request.	
35	The BTS provides lock-out capability after a pre-defined number of unsuccessful user sign-on attempts; to "expire" access to the BTS, in the event the profile has not been used for a number of days as determined by the OST system administrator; and to automatically logout of users when there has been no activity for a pre-defined period.	
36	The BTS maintains user profiles, including: <ol style="list-style-type: none"> 1. User ID 2. User Name 3. Company Name 4. Job Title 5. Mailing Address 6. Phone Number 7. Email Address 	
37	The BTS can log date, time, and user ID associated with: <ol style="list-style-type: none"> 1. File maintenance transactions (e.g. create, read, update, and delete transactions). 2. Unsuccessful sign-on attempts. 3. Sign-on and sign-off times 	
38	User security is provided at the application and screen levels. The BTS requires all users to have unique login and password with system authentication and masks passwords when typed and sent between the workstation and the server for authentication.	
39	Users are allowed to update, alter, or delete only the data assigned to their agency/company.	
40	Informative error messages are displayed if user is attempting to access information/screens without the proper authority.	
41	The BTS provides security functions to handle web-based transactions without compromising the integrity of the system or the OST network.	
42	Transactions are identified and tracked by end users accessing the BTS; with an audit trail that allows an OST system administrator to track all internal OST and Agency end user transactions. The audit trail shows the end user's ID, the date and time of the transaction, and changed from/to. A transaction is defined as entering a new record into the BTS, or updating a data element within the record.	

43	Audit records may not be physically deleted or altered, except as part of a system administration archival process.	
44	Secure data transmission provided between the host system and client workstations over the Internet.	
45	External users only have access to reports, screens, or data export functions that reflect data from their entity.	
46	Contractor and OST staff can access the BTS remotely for problem investigation and administration.	
47	Ability to maintain online, user-defined documentation and procedures. Users designated by OST must be able to update and refine online documentation and procedures.	
48	Comprehensive manual that details system functions, screen layouts, file structures, data structure, and application program design.	
49	The Contractor shall provide a comprehensive network diagram that details all installed components and their relationships.	
50	Contains contextual help text features available at the module, function, field and screen level. This text contains error messages that identify corrective actions.	
51	Has a table of help contents, index, search capability, and hypertext links. This help text includes information about all system modules and user entry screens. These help text features have the ability to be edited and updated by designated OST staff.	
52	Detailed user documentation for each pre-defined report. Report documentation is expected to differ for internal OST users (more granular) and external agencies. The BTS can provide documentation on reports that are tailored for both user categories (internal and external). OST staff has the ability to edit and update this documentation.	
53	OST has technical documentation that includes reference material on: 1) the overall technical design, 2) an inventory of BTS components (including each report) with data edits or business rules for each, 3) database design and data dictionary, and 4) an operations guide including answers to likely operational questions and instructions on how to perform periodic scheduled maintenance.	
54	Supports customization of on-line help by designated OST staff (who is provided editing access to the on-line help applications), without having to modify BTS programs.	

55	Captures data on proposed new debt prior to the bond sale to produce the “Bond Calendar”.	
56	Captures post sale bond-related data.	
57	Captures names of associated businesses and their associated costs involved in a bond transaction.	
58	Captures ancillary data at unpredictable future periods of time.	
59	Tracks outstanding debt (calculated, read-only field) on the debt schedule screen to verify outstanding balance against redemption notice.	
60	Data dictionary describes and maintains information on each internal data element including: data element name and type, description of the data element, and the format of each data element	
61	Provides the following features: Simultaneous access to data by concurrent users Row-level locking Automatic query optimization Views Transaction roll-back logs Multi-processor query execution	
62	Has consistent naming conventions and standards for data elements, entities and tables, programs, and report names within its data dictionary.	
63	User can create a copy of a previous record when entering a new record – with specific fields to be cleared (to avoid rekeying).	
64	Calculated fields update automatically upon exiting or saving the record.	
65	Automatically populates payment dates based on the length of time between the settlement date and first payment date as well as principal and interest payment frequency (monthly, semi-annual, annual). Allow manual override.	
66	Export reports to generic file formats and applications such as MS Word, MS Excel, and Adobe Acrobat.	
67	Creates standard reports that are available to BTS users in a variety of export formats, including Excel and Adobe.	
68	Key calculated fields within the BTS are available for querying, data analysis, reporting and exporting without users having to perform the calculation within queries in the BTS.	

69	Prints out manually inputted " footnotes " on page footers.	
70	Prints out the " optional selection criteria " on report footers.	
71	Prompts for date ranges so future balances can be reflected (e.g. future prediction of cash needs).	
72	Pre-defined reports that users can select and run using a variety of pre-defined selection criteria.	
73	Specified reports, such as the bond calendar can be posted to the OST web site automatically and on a regular basis (nightly for bond calendar, as approved for OSBG compliance). (This consists of saving the report as a .pdf file to a particular OST network folder.)	
74	Generates standard letters (e.g. pre-approval, final approval of advance refunding requests, compliance/non-compliance letters).	
75	Allows users to save personal queries and export the query results.	
76	Searches are case (upper/lower) sensitive in the BTS.	
77	Uses the same query feature for pulling report data so users are familiar with usage (e.g. Boolean). End users and OST can create reports using relational criteria and logical operators (e.g., less than, greater than, equal to or less than and equal to, wild cards, Boolean operators, etc.)	
78	Selectively displays or prints information by: <ol style="list-style-type: none"> 1. Single record. 2. Group/all records. 3. All except specific records. 	
79	Creates reports using an ODBC-compliant report writer and export to Adobe Acrobat format for viewing.	
80	Links to documents stored on OST's network and only accessible to OST staff. Therefore the links are not visible to external users.	
81	Electronic documents (typically Word, Excel, and Adobe) are linked to issuers, programs, issues, associated businesses, compliance events, or other data entities. If a linked document is moved, the text of the link still displays so staff can identify which document was linked.	

#	Modifications, Updates and Creations	Comments
82	Capture multiple debt schedules. Update debt schedule based on data for Swaps and other derivatives	
83	Query on any data field and perform a string search on any narrative text (such as comments or notes fields).	
84	Make calculated fields in the BTS available by as-of date, so that users can report or export the value of a calculated field at various points in time.	
85	Expand end users and OST technical staff creation of ad-hoc reports. The BTS has ad-hoc and query reporting “limiting processes” to halt or suspend any runaway queries and/or ad hoc reports, in order to ensure the other users of the BTS can perform their duties as needed without degradation to system performance.	
86	Contractor has a process to track customer incidents and support requests. Provide in the comments section whether OST staff would have direct electronic access.	
87	Other Comments or Questions	

Attachment B – DMD Document Flow and General Information

The following are some document process flows of the Debt Management Division (DMD). Some of the processes are outside the BTS, and many involve a combination of systems. OST is looking for maintenance and enhancements of the BTS used in the processes below.

1. Municipal Debt Advisory Commission (MDAC) Form 1:

The Debt Management Division (DMD) begins tracking a bond issue upon the receipt of a MDAC Form 1 for local government bond sales. The issuing jurisdiction (or their bond professionals) electronically fills out the MDAC Form 1 at least 10 days before the bond sale via a web interface. The form is partially filled out for fields such as: contact name, issuer name, county, contact information, bond type, sale type, par amount, series, dated date, marketing date, closing date, project, purpose, associated businesses, ratings, insurance, and other relevant information. This information is used by DMD staff to create a report called the “Bond Calendar.” The bond calendar is posted on the DMD web page to notify people interested in purchasing Oregon bonds of upcoming sales as well as to assist the issuer in entering the market in an efficient manner by reducing the number of bonds being offered at the same time. If the MDAC Form 1 is submitted at least ten days prior to the bond marketing date, a letter of compliance is prepared. Often, DMD staff enters the data for state agencies instead of requiring an agency to do so.

2. Municipal Debt Advisory Commission (MDAC) Form 2:

State agencies and local governments (or their bond professionals) subsequently submit a MDAC Form 2 (same form as MDAC 1, just a checkmark for the MDAC 2 with more fields filled in) within five days after their bond sale. This form includes the remaining data fields on the form (data that was unknown prior to the bond sale). Examples of fields entered on the MDAC 2 include fees, payments, yields, and interest rates. MDAC Form 2s include debt service schedules. DMD staff verifies the MDAC 2 data.

3. Refundings:

Most bonds may be refinanced or refunded prior to their maturity date. In the BTS, a current refunding involves selling new bonds to refinance outstanding bonds prior to their maturity, but within one year of their first optional call date. In an advance refunding, new bonds are sold to refinance outstanding bonds in excess of one year prior to their first optional call date, and the new bond proceeds are placed in escrow to be used to pay off the refinanced debt as it reaches this call date. Refunded bonds are not considered outstanding and do not count as part of any debt limitations. Links are established between refunding and refunded issues. Refunding data is entered into the Issue and Refunding tables.

4. Reports:

Local Government

DMD is responsible for providing a number of reports for state and local government entities. The majority of report requests are Overlapping Debt Reports (ODR) requests for local governments and jurisdictions. DMD personnel receive these requests through a web-based application.

State Government

At various times throughout the year, other reports are requested by the public, the legislature, and state agencies, including Total Debt Outstanding and Debt Service by Program or Agency. In addition, reports from the BTS feed into a larger report called the State Debt Policy Advisory Commission (SDPAC) report. DMD staff also fulfills requests for Ad Hoc queries, CUSIP number queries for various bonds, as well as other information regarding bond obligations.

5. Calls, Redemptions, and Defeasances

DMD staff receives call, redemption, and defeasance notifications through electronic and standard mail. These notifications are supplied by local governments, state governments and banks, usually 30-45 days before the date of the action. DMD staff processes these notifications by adjusting the appropriate debt service schedule within the BTS, reducing the amount or number of payments in the schedule as specified by the notice. For a full redemption, the payment(s) listed in the notice are reduced to zero in the debt system. For a partial bond call, the value(s) listed in the notice are noted and the corresponding payment in the debt system is reduced by the called amount. For a defeasance, the appropriate payments are reduced to zero, and the DMD staff person will place a note that the issue has been defeased. After all actions have been entered as per any notice, DMD staff must press the “calculate interest” button then the “save” to complete the process. The data for calls, redemptions, and defeasances are entered into an entities Issue and Issue_Schedule tables.

6. Verify and Reconcile Debt Information

DMD is responsible for verifying the accuracy of local and state debt schedules. DMD staff verifies outstanding state debt at the end of each fiscal year, and local debt at the end of the calendar year on odd numbered years. For State issuers, DMD staff run an outstanding debt report from the Bond Tracker System on every entity that has outstanding debt, and then e-mail the schedule to the appropriate state debt manager as necessary. The state debt manager then reviews the report for accuracy, and submits the necessary changes to DMD. DMD staff is then responsible for updating the Bond Tracker System’s debt schedules for the State Issuers. The local governments verify their data through a web portal process. Data entered or changed by local governments is uploaded to the BTS once DMD staff approves it.

7. Private Activity Bonds (PAB)

DMD staff provides support for the PAB committee and tracks PAB allocations for state and local entities. Currently, data is tracked in Excel rather than the BTS, including: total PAB cap available, PAB cap used, carry forward from the previous 1-3 years, entities requesting cap, entities receiving cap, and entities denied cap.

8. Swaps (MDAC Form 3)

A swap is a contract in which two parties agree to exchange periodic interest payments. In the most common type of swap arrangement, one party agrees to pay fixed interest payments on designated dates to a counterparty who, in turn, agrees to make return interest payments that float with some reference rate such as the rate on Treasury bills or the prime rate.

DMD staff is responsible for reviewing and approving State agency swaps (information submitted on a MDAC 3 form), ensuring the swaps are executed and managed according to the statewide policy. DMD hires and manages the swap advisor. A checkbox in the Issue table is used to show that a swap is associated with a particular issue.

9. Update Annual Information – Department of Revenue (DOR) Data Load

Once a year, in the spring, DMD staff receives an Excel spreadsheet from the Oregon Department of Revenue (DOR) which contains four columns: District Name, District ID #, Tax Code Area #, and Measure 5 Value. The District ID # is used to link to our Issuer Table. DOR data and the District's debt data combines to produce the Overlapping Debt Report (included in the report samples).

10. Oregon School Bond Guaranty (OSBG) Program

Similar to bond insurance, the Oregon School Bond Guaranty Program guarantees the general obligation bonds of school districts, education service districts or community colleges when the State's bond rating is better than that of the applying district. This provides interest cost savings to state taxpayers. School districts apply via an application form in Adobe Acrobat. The application is received by OST with a fee along with necessary documents. Once an analysis is completed, a Certificate of Qualification letter is given to the district prior to the bond sale. After the bond sale, additional documents are received at OST and a Confirmation Letter is sent along with an invoice. The majority of the OSBG process occurs in Excel and MS Word.

ATTACHMENT C - SAMPLE INFORMATION TECHNOLOGY SERVICES AGREEMENT

NOTE: The form of this Sample Contract is based on a vendor-hosted System. If the Contractor prefers an OST hosted System the general terms of this Sample Contract will remain the same to the extent practicable, though will be modified to reflect an OST-hosted System.

This Information Technology Services Agreement (this “Contract”) is entered into by and between the State of Oregon acting by and through the Office of the State Treasurer (“OST”), and _____, a limited liability company (“Contractor”) and is effective as of the Effective Date (defined below).

RECITALS

- A. OST desires to engage Contractor to maintain, host, and support OST’s Bond Tracking System.
- B. Contractor desires to perform the Services for OST.

AGREEMENT

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

DEFINITIONS.

See “Exhibit F” for Definitions.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

I. Performance and Delivery.

1.1 Contractor will maintain Bond Tracking System Software installed on servers owned by OST. Contractor will maintain the servers and will host the servers in a production site hosting center that Contractor subcontracts from Easy Street located in a production site hosting center in Beaverton Oregon (the “Hosting Center”). Contractor shall perform the Services as set forth in Attachment A, Statement of Work. Contractor agrees to perform or secure the performance of all specified services in their entirety within the maximum payment specified in this agreement. Contractor shall provide the hosting services that meet or exceed the standards of a Tier 2 hosting facility.

1.2 OST Personnel. The Debt Management Division (“DMD”) of the OST is responsible for communications with the Contractor and the administration of this Contract. OST’s DMD Director is Laura Lockwood-McCall; OST’s DMD Deputy Director is Larry Groth; OST’s Contract Manager is _____; OST will notify Contractor of changes to any of these OST positions. OST Information Service (IS) staff, or an independent third-party contracted by OST, may periodically review the system, including code reviews, security audits and others activities.

1.3 Status Reports – Contractor shall provide the DMD with status reports upon request in a form approved by the DMD.

1.4 Period of Performance – Contractor’s services hereunder shall commence on the Effective Date and shall be completed no later than June 30, 2015 (the “Term”), unless extended by amendment or earlier terminated, as hereafter provided.

II. License and Services.

2.1 Subject to the terms and conditions of this Contract, in consideration for the recurring charges and non-recurring charges for the Hosting Center, Contractor shall provide for OST use, space within the Hosting Center sufficient to provide the hosting services set forth in the Statement of Work, (the “Space”) during the Term.

2.2 From time to time, OST may request that Contractor provide OST additional space, connections or services at the Hosting Center, which upon agreement between the parties shall be added to this Contract by a written amendment signed by both parties.

2.3 Contractor may relocate OST to a new space within the Hosting Center or to a new hosting center on thirty (30) day’s written notice to OST. Any relocation initiated by Contractor will be at no cost to OST. If the change causes any material adverse impact on the operation of the System, OST may cancel this Contract subject to payment for space, connections and services through the time OST exits the Hosting Center. OST may relocate OST equipment to another hosting center, including OST’s computer room, on thirty (30) days’ written notice to Contractor.

2.4 Contractor shall notify OST of any cost increases for use of the Hosting Center or Services Provider Licensing Agreement (SPLA) Vendor in writing at least 30 days before the cost increases go into effect.

III. Fees and Billing.

- (a) Notwithstanding any other provision of this Contract to the contrary, the maximum, not-to-exceed compensation that OST will pay to Contractor is _____ (\$xxx,xxx) (the “Maximum Not-To-Exceed Compensation”).
- (b) In consideration for the License and Services, OST will pay Contractor actual costs for housing the hardware at the Hosting Center and the license costs (per user) from the SPLA Vendor each month, upon Contractor submission to OST of the corresponding invoice from the Hosting Center or the SPLA Vendor.
- (c) OST will pay Contractor \$XXX per hour for minor modifications requested in writing by the DMD Director, DMD Deputy Director, or DMD Contract Manager. OST may request an estimate of the modification or change cost before any modification or change is made.
- (d) The Contractor will request payment for approved maintenance and technical support for actual time, which must be approved in advance in writing or e-mail from one of the following representatives of OST: the DMD Director, DMD Deputy Director, or DMD Contract Manager. OST pre-approves the use of up to 8 hours of maintenance and technical support without prior approval to provide services in the event of a critical bug.
- (e) Contractor will bill OST monthly. OST shall pay Contractor all undisputed invoices within thirty (30) days of the invoice date listed on the invoice. OST payment is subject to ORS 293.462.
- (d) If OST disputes any charges or fees contained in an invoice, OST shall notify Contractor in writing of the dispute not later than the date that the invoice is payable.

IV. Access

- (a) Upon no less than two (2) day's advance written notice to Contractor, Contractor shall provide to OST escorted access to the Hosting Center on a 24/7/365 basis. OST shall provide Contractor a list of all persons who are to be afforded access to the Hosting Center, and shall keep the list current. Contractor shall not let anyone in that is not on the list, and may restrict access by any person who violates any rules or conditions related to the Hosting Center. Entry for the purpose of installation or removal of Equipment shall be done only with a Contractor escort. Any installation or removal of equipment may be performed only by an authorized Contractor technician. If the time required for installation or removal is greater than the standard interval identified by Contractor, OST may be assessed a time charge for the time commitment required, upon prior approval by OST for the installation or removal. OST will not be permitted to remove any Equipment unless OST first pays all unpaid amounts then owing under this Contract.
- (b) Contractor shall provide system access to designated OST staff or agent upon request to facilitate quality assurance, audit, and oversight processes including, code reviews, security or other audits, and to facilitate OST's understanding of the system environment, architecture, components, and status.
- (c) From time to time, Contractor will advise OST of any work regulations generally applicable to the Hosting Center, and any new or revised rules or regulations. OST agrees to comply with such reasonable rules and regulations and to cause its employees, representatives, agents, invitees, and contractors to comply with all such rules and regulations.

V. CONTRACTOR'S PERSONNEL.

5.1 Project Manager. Contractor shall perform the Services in accordance with the warranties set forth in this Contract.

5.2 Contractor's Employees and Subcontractors. Contractor shall not use subcontractors to perform the Services unless specifically authorized to do so by OST. Contractor represents that any employees assigned to perform the Services, and any authorized subcontractors performing the Services shall perform the Services in accordance with the warranties set forth in this Contract.

5.3 Key Persons. Contractor acknowledges and agrees that OST selected Contractor, and is entering into this Contract, because of the special qualifications of Contractor's Key Persons identified in Exhibit F. 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 OST. Further, Contractor shall not re-assign or transfer the Key Persons to other duties or positions such that the Key Persons are no longer available to provide OST with their expertise, experience, judgment, and personal attention, without first obtaining the OST's prior written consent to such re-assignment or transfer, which OST shall not unreasonably withhold. Notwithstanding the foregoing, Contractor may replace Key Persons without OST's consent in the event any Key Persons are no longer available due to death, illness or termination of employment with Contractor. In the event Contractor requests that OST approve a re-assignment or transfer of the Key Persons, or if Contractor must replace Key Persons due to death, illness or termination of employment with the Contractor, OST shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Persons. Any such replacement shall have substantially equivalent or better qualifications than the Key Person being replaced, and shall perform the Services in accordance with the warranties set forth in this Contract. Any replacement personnel approved by OST shall thereafter be deemed a Key Person for purposes of this Contract and Exhibit D shall be deemed amended to include such Key Person. Contractor shall not charge OST and OST shall not pay for any proposed replacement

Key Person while such replacement acquires the necessary skills and project knowledge to proceed with the Services required hereunder; however, such period of non-charge may not exceed twenty-eight (28) calendar days, but shall last for a minimum of fourteen (14) calendar days, after which time OST shall pay for such Key Person if Contractor demonstrates to OST's satisfaction that such replacement has acquired the necessary skills and project knowledge to proceed with the Services required hereunder.

VI. TERM.

This Contract shall be effective on the date signed by all parties. This Contract shall terminate on June 30, 201x, unless otherwise terminated in accordance with the provisions of this contract.

6.1 Expenses. Unless otherwise specifically provided for in the Statement of Work, OST will not pay any expenses incurred by Contractor during the completion of the Services.

VII. OWNERSHIP AND LICENSE IN DELIVERABLES.

7.1 Original Works.

7.1.1 Each Development created by Contractor as an original work pursuant to the Services, including derivative works and compilations, and whether or not such Development is considered a work made for hire or an employment to invent, shall be the exclusive property of OST. OST and Contractor agree that such original works of authorship are "work made for hire" of which OST is the author within the meaning of the United States Copyright Act. If for any reason an original Development created pursuant to the Services is not "work made for hire," Contractor hereby irrevocably assigns to OST any and all of its rights, title, and interest in all original Developments created pursuant to the Services, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall immediately disclose to OST each material new Development, or make such Development known in the course of performing the Services under this Contract, and hereby assigns to OST, without additional compensation, any and all right, title and interest that Contractor may have or acquires in each such Development, including patent rights. Upon OST's reasonable request, Contractor shall execute such further documents and instruments necessary to fully vest such rights in OST. Contractor forever waives any and all rights relating to original Developments created pursuant to the Services, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

7.1.2 In the event that a Development created by Contractor under this Contract is a derivative work based on Contractor Intellectual Property, or is a compilation that includes Contractor Intellectual Property, Contractor hereby grants to OST an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Contractor Intellectual Property employed in the Development, and to authorize others to do the same on OST's behalf.

7.1.3 In the event that a Development created by Contractor under this Contract is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Contractor shall secure on the OST's behalf and in the name of the OST an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Third Party Intellectual Property employed in the Development, and to authorize others to do the same on OST's behalf.

7.2 Contractor Intellectual Property. In the event that a Deliverable is Contractor Intellectual Property Contractor hereby grants to OST an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on OST's behalf.

7.3 Third Party Works. In the event that a Deliverable is Third Party Intellectual Property, Contractor shall secure on the OST's behalf and in the name of OST, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on OST's behalf.

7.4 Further Assurances. Contractor shall execute any instruments and do all other things reasonably requested by OST (both during and after the term of this Contract) in order to vest more fully in OST any and all ownership rights in those items hereby transferred by Contractor to OST. In the event OST is unable, after reasonable effort, to secure Contractor's signature on any copyright registrations or documents or instruments necessary to evidence OST's ownership rights in, or to evidence the transfer to OST of ownership rights in, the Developments or other property, for any reason whatsoever, Contractor hereby irrevocably designates and appoints OST and its duly authorized officers and agents as Contractor's agent and attorney-in-fact, to act for and in its behalf to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright registrations, and other analogous protection thereon with the same legal force and effect as if executed by Contractor.

7.5 Disputes and Disclosures. In any dispute over ownership rights, Contractor shall have the burden of proving prior or independently developed rights in copyrightable code by clear and convincing proof.

7.6 No Rights. Except as expressly set forth in this Contract, nothing in this Contract shall 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 OST. Nothing in this Contract shall be construed as granting to or conferring upon OST any right, title, or interest in any Contractor Intellectual Property that is now owned or subsequently owned by Contractor.

7.7 Competing Services. Subject to the provisions of this Article VII, and Contractor's obligations with respect to Confidential Information, as defined in Article VIII, nothing in this Contract shall preclude or limit in any way the right of Contractor to: (i) provide the services similar to those contemplated in this Contract, or, consulting or other services of any kind or nature whatsoever to any individual or entity as Contractor in its sole discretion deems appropriate, or (ii) develop for Contractor or for others, deliverables or other materials that are competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to the Deliverables. Each party shall be free to utilize any concepts, processes, know-how, techniques, improvements or other methods it may develop during the course of performance under this Contract free of any use restriction or payment obligation to the other.

VIII. CONFIDENTIALITY AND NON-DISCLOSURE.

8.1 Confidential Information. Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to OST or OST's clients. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed to be confidential information of OST ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly

known; (b) is furnished by OST to others without restrictions similar to those imposed by this Contract; (c) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (d) is obtained from a source other than OST without the obligation of confidentiality, (e) is disclosed with the written consent of OST, or; (f) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

8.2 Non-Disclosure. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information for any purposes whatsoever other than the provision of Services to OST hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist OST in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise OST immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and Contractor will at its expense cooperate with OST in seeking injunctive or other equitable relief in the name of OST or Contractor against any such person. Contractor agrees that, except as directed by OST, Contractor will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Contract, and that upon termination of this Contract or at OST's request, Contractor will turn over to OST all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

8.3 Injunctive Relief. Contractor acknowledges that breach of this Article VIII, including disclosure of any Confidential Information, will give rise to irreparable injury to OST that is inadequately compensable in damages. Accordingly, OST may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of OST and are reasonable in scope and content.

IX. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.

9.1 General Representations and Warranties. Contractor represents and warrants to OST that:

9.1.1 Contractor has the power and authority to enter into and perform this Contract;

9.1.2 This Contract, when executed and delivered, will be a valid and binding obligation of Contractor enforceable in accordance with its terms;

9.1.3 Contractor will, at all times during the term of this Contract, be qualified to do business in the State of Oregon, professionally competent and duly licensed to perform the Services;

9.1.4 Contractor is not in violation of, charged with nor, to the best of Contractor's knowledge, under any investigation with respect to violation of, any provision of any federal, state or local law, ordinance or regulation or any other requirement or order of any governmental or regulatory body or court or arbitrator applicable to provision of the Services, and Contractor's provision of the Services shall not violate any such law, ordinance, regulation or order;

9.1.5 Contractor's performance under this Agreement creates no potential or actual conflict of interest, as defined by ORS 244, for either Contractor or any Contractor personnel that will perform the Services under this Agreement;

9.1.6 The Contractor Data and Tax Certification in the form attached hereto as Exhibit B and the Certification Statement For Independent Contractor in the form attached hereto as Exhibit C, if applicable, are true and accurate as of the Effective Date, and Contractor will notify OST in writing if any such data or certifications change during the term of this Contract such that the attached Exhibits B or C, if applicable, are no longer true and accurate.

9.2 Contractor's Performance Warranties. Contractor represents and warrants to OST that:

9.2.1 Contractor has the skill and knowledge possessed by well-informed members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contractor and Contractor's employees and any authorized subcontractors perform the Services described in this Contract in accordance with the standards prevalent in Contractor's profession.

9.2.2 Reserved.

9.2.3 Except as otherwise provided in this Contract, all Deliverables supplied by Contractor to OST shall be transferred to OST free and clear of any and all restrictions on or conditions of transfer, modification, licensing, sublicensing, direct or indirect distribution, or assignment, and free and clear of any and all liens, claims, mortgages, security interests, liabilities, and encumbrances of any kind.

9.2.4 When used as authorized by this Contract, no Deliverable delivered by Contractor to OST infringes, nor will OST's use, duplication, or transfer of such Deliverables infringe, any copyright, patent, trade secret, or other proprietary right of any third party.

9.2.5 Except as otherwise set forth in this Contract, any subcontractors performing work for Contractor under this Contract have assigned all of their rights in the Deliverables to Contractor or OST and no third party has any right, title or interest in any Deliverables supplied to OST under this Contract.

9.2.6 Contractor shall design and implement the System to permit reasonable modifications to be made over time as required by (a) applicable changes in Oregon statutes, rules and regulations and applicable new court decisions and (b) growth and the number of records in the System.

9.3 WARRANTIES EXCLUSIVE; DISCLAIMERS. THE WARRANTIES SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT THAT OST'S USE OF THE SYSTEM WILL BE UNINTERRUPTED OR ERROR FREE.

X. LIMITATION OF LIABILITY.

10.1 EXCEPT FOR LIABILITY ARISING OUT OF OR RELATED TO (i) SECTION 11.1, (ii) SECTION 11.2, OR (iii) CLAIMS FOR PERSONAL INJURY, INCLUDING DEATH, OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY ARISING FROM THE NEGLIGENCE, RECKLESS CONDUCT OR INTENTIONAL ACTS OF CONTRACTOR, ITS OFFICERS, EMPLOYEES OR AGENTS, CONTRACTOR'S LIABILITY FOR DAMAGES TO THE STATE FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO TWICE THE MAXIMUM-NOT-TO-EXCEED AMOUNT OF THE CONTRACT.

10.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, LOST DATA OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES.

XI. INDEMNITIES.

11.1 General Indemnity. Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and OST and their officers, employees and agents from and against all third party claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the intentional, reckless or negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Contract; provided that Contractor shall have no obligation to indemnify OST or the State of Oregon from and against any claims, suits, actions, losses, damages, liabilities, costs and expenses attributable solely to the acts or omissions of OST or the State of Oregon, and their officers, employees or agents.

11.2 IP Indemnity. In addition to and without limiting the generality of Section 11.1, Contractor expressly agrees to, indemnify, defend and hold the State of Oregon and its agencies, subdivisions, officers, directors, employees and agents harmless from any and all third party claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to any claims that the Deliverables or the System or use thereof infringe any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right (collectively, "Intellectual Property Rights") of any third party. If Contractor believes at any time that the Deliverables or the System infringe a third party's Intellectual Property Rights, Contractor may upon receipt of OST's prior written consent, which OST shall not unreasonably withhold, (i) replace an infringing item with a non-infringing item that meets or exceeds the performance and functionality of the replaced item; or (ii) obtain for OST the right to continue to use the infringing item; or (iii) modify the infringing item to be non-infringing, provided that, following any replacement or modification made pursuant to the foregoing, the System continues to function in material conformance with the specifications set forth in this Contract. Contractor's failure or inability to accomplish any of the foregoing shall be deemed a material breach of this Contract, and OST may pursue any rights and remedies available to it under this Contract, including termination. Contractor shall not be liable under this section for any claim for infringement based solely on the following:

- A. Contractor's compliance with any designs, specifications, or instructions provided by OST or by a third party acting on OST's behalf;
- B. OST's modification of the Deliverables or the System other than as set forth in this Contract, the Deliverables' or System's specifications, or without the written permission of Contractor;
- C. Use of the Deliverables or the System in a manner other than as provided for in this Contract, their specifications, or as authorized in writing by Contractor;
- D. Use of the Deliverables or the System in combination, operation, or use of with other products in a manner that does not comply with their specifications, not specified by Contractor or of which Contractor has not approved in writing.

11.3 Control of Defense and Settlement. Contractor's obligation to indemnify OST as set forth in Sections 11.1 and 11.2 is conditioned on OST providing to Contractor prompt notification of any claim or potential claim of which OST becomes aware that may be the subject of those Sections. Contractor shall have control of the defense and settlement of any claim that is subject to Section 11.1 or Section 11.2; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the approval of the Attorney General, nor shall Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the

State of Oregon determines that Contractor is prohibited from defending the State of Oregon, is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

11.4 Damages to State Property and Employees. Contractor shall be liable for all claims, suits, actions, losses, damages, liabilities, costs and expenses for personal injury, including death, damage to real property and damage to tangible personal property of the State of Oregon or any of its employees resulting from, arising out of, or relating to the intentional, reckless or negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Contract

XII. INSURANCE.

12.1 Workers' Compensation Insurance. All employers, including Contractor, 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. Contractor shall ensure that each of its subcontractors complies with these requirements.

12.2 Professional Liability Insurance. Contractor shall obtain and maintain, at its own expense, for the duration of this Contract, professional liability insurance of not less than the values set forth below in section 12.5, below. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract.

12.3 General Liability Insurance. Contractor shall obtain and maintain, at its own expense, for the duration of this Contract, general liability insurance of not less than the values set forth below in section 12.5, below with for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

12.4 Automobile Liability Insurance. Contractor shall obtain and maintain, at its own expense, for the duration of this Contract, automobile liability insurance with a combined single limit, or the equivalent, of not less than the amount required under the Oregon Financial Responsibility Law (ORS 806.060 through ORS 806.115) for each accident for bodily injury and property damage, including coverage for the business use of owned, hired or non-owned vehicles, as applicable.

12.5 Insurance Levels. For policies in this Insurance section that reference these levels, the Contractor shall provide insurance with:

(a) a Per occurrence limit for any single claimant:

From commencement of the Contract term to June 30, 2015: \$2,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311); and

(b) Per occurrence limit for any number of claimants:

From commencement of the Contract term to June 30, 2015: \$4,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

12.6 Additional Insureds. Each of the insurance policies that Contractor obtains pursuant to this Article XII shall provide that the State of Oregon, OST and their divisions, officers and employees are additional insureds under the policy, but only with respect to the Services that Contractor will provide under this Contract.

12.7 Notice of Cancellation or Change. Contractor shall not cancel, cause a material change in, reduce its limits for or omit or intend not to renew the insurance coverage required under this Contract without thirty (30) calendar days' prior written notice from Contractor or its insurers to OST.

12.8 Certificates of Insurance. As evidence of the insurance coverage required under this Contract, Contractor shall furnish acceptable insurance certificates to OST before commencing the Services and annually thereafter. The certificates shall specify all of the parties who are additional insureds and shall indicate all deductible amounts or retentions for all self insurance. Insuring companies shall be authorized to sell insurance in the State of Oregon. Contractor shall be financially responsible for all pertinent deductibles, self-insured retention, and self-insurance.

XIII. Events of Default.

13.1 Default by Contractor. Contractor shall be in default under this Contract if:

13.1.1 Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings which are not dismissed within 60 days of their commencement, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

13.1.2 Contractor no longer holds a license or certificate that is required for Contractor to perform the Services and Contractor has not obtained such license or certificate within thirty (30) business days after delivery of OST's notice or such longer period as OST may specify in such notice; or

13.1.3 Contractor commits any material breach or default of any covenant, warranty, obligation or certification under this Contract, fails to perform the Services in conformance with the specifications and warranties provided herein, or clearly manifests an intent not to perform future obligations under this Contract, and such breach or default is not cured, or such manifestation of an intent not to perform is not corrected by reasonable written assurances of performance within thirty (30) business days after delivery of OST's notice or such longer period as OST may specify in such notice.

13.2 Default by OST. OST shall be in default under this Contract if:

13.2.1 OST fails to pay Contractor any amount pursuant to the terms of this Contract, and OST fails to cure such failure within thirty (30) business days after delivery of Contractor's notice or such longer period as Contractor may specify in such notice; or

13.2.2 OST commits any material breach or default of any covenant, warranty, or obligation under this Contract, fails to perform its commitments hereunder within the time specified or any extension thereof, and OST fails to cure such failure within thirty (30) business days after delivery of Contractor's notice or such longer period as Contractor may specify in such notice.

XIV. Remedies for Default.

14.1 OST's Remedies. In the event Contractor is in default under Section 13.1, OST may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, which include, without limitation:

14.1.1 termination of this Contract under Section 15.2;

14.1.2 withholding all monies due for Services that Contractor is obligated but has failed to perform within thirty (30) days after OST has notified Contractor of the nature of Contractor's default;

14.1.3 with respect to Hardware for which OST has paid before Final Acceptance, returning the Hardware to Contractor for which OST has paid in exchange for a return of all moneys previously paid for such Hardware,

14.1.4 initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; and

14.1.5 exercise of its right of setoff.

These remedies are cumulative to the extent the remedies are not inconsistent, and OST may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If it is determined for any reason that Contractor was not in default under Sections 13.1, the rights and obligations of the parties shall be the same as if this Contract was terminated pursuant to Section 15.1.

14.2 Contractor's Remedies. In the event OST terminates this Contract as set forth in Section 15.1, or in the event OST is in default under Section 13.2 and whether or not Contractor elects to exercise its right to terminate the Contract under Section 15.3, Contractor's sole monetary remedy shall be a claim for the unpaid invoices; the hours worked but not yet billed with respect to each Deliverable, up to the not-to-exceed amount for the Deliverable set forth in the Statement of Work; authorized expenses incurred, less previous amounts paid and any claims which OST has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section 14.2, Contractor shall pay any excess to OST upon written demand.

XV. Termination.

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

15.1.1 OST may terminate this Contract for its convenience upon thirty (30) days' prior written notice to Contractor.

15.1.2 OST may terminate this Contract if OST fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for Contractor's services;

15.1.3 OST may terminate this Contract if Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the performance of the Services under this Contract is prohibited or OST is prohibited from paying for such Services from the planned funding source; and

15.1.4 OST may terminate this contract as defined in the Statement of Work. Notification to Contractor shall be in writing.

15.2 OST's Right to Terminate for Cause. In addition to any other rights and remedies OST may have under this Contract, OST may terminate this Contract, in whole or in part, immediately upon Contractor's default under Section 13.1.

15.3 Contractor's Right to Terminate for Cause. Contractor may terminate this Contract upon OST's default under Section 13.2

15.4 Return of Property. Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to OST all of OST's property (including without limitation OST's Confidential Information or any Deliverables for which OST has made payment in whole or in part) that are in the possession or under the control of Contractor in whatever stage of development and form of recordation such OST property is expressed or embodied at that time. Any property or Deliverable returned or

delivered to OST pursuant to this Section shall be provided without the warranties set forth in Section 9.2.2.

XVI. INDEPENDENT CONTRACTOR; TAXES AND WITHHOLDING.

16.1 Perform All Services. Contractor shall perform all Services as an independent contractor. Although OST reserves the right to evaluate the quality of the completed performance, OST cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Services.

16.2 Declaration and Certification. Contractor by execution of this Contract declares and certifies that (i) its performance of the Services creates no potential or actual conflict of interest as defined by ORS Chapter 244, for Contractor or any Contractor personnel who will perform Services under this Contract, and (ii) in the event that Contractor or its personnel are either employed by or performing services for the federal government, that no rules or regulations of OST for which Contractor or its personnel work or are employed prohibit Contractor or its personnel from providing the Services under this Contract. Contractor also declares and certifies by execution of this Contract that it is not an "officer," "employee," or "agent" of OST, as those terms are used in ORS 30.265.

16.3 Responsible for Taxes. Contractor shall be responsible for all federal and state taxes applicable to compensation and other payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, OST will not withhold from such compensation and payments any amount to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

XVII. COMPLIANCE WITH APPLICABLE LAW.

17.1 Compliance with Law Generally. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

XVIII. DISPUTE RESOLUTION.

18.1 Litigation. Any claim, action, suit, or proceeding (collectively, "Claim") between OST (or any other agency or department of the State of Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of

defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR BY EXECUTION OF THIS CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION 18.1.

18.2 Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

XIX. MISCELLANEOUS PROVISIONS.

19.1 Order of Precedence. This Contract consists of the following documents that are listed in descending order of precedence: (a) the terms and conditions of this Contract, less its Exhibits; (b) Exhibit F; (c) the Statement of Work, Exhibit A; and (d) Exhibits B, D, and E. The aforementioned Exhibits are by this reference incorporated in the Contract.

19.2 Recycling. Contractor shall, to the maximum extent economically feasible in the performance of the Contract, use recycled paper (as defined in ORS 279A.010(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(ff)), and other recycled plastic resin products and recycled products (as “recycled product” is defined in ORS 279A.010(1)(gg)).

19.3 Subcontracts and Assignment. Contractor shall not enter into any subcontracts for any of the Services required by this Contract or assign or transfer any of its interest in this Contract without OST’s prior written consent. Any proposed use of a subcontractor which is located outside the United States or use of subcontract labor or facilities located outside the United States must be called to the specific attention of OST. OST’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

19.4 Successors and Assigns. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, if any.

19.5 No Third-Party Beneficiaries. OST and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

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

19.7 Records Maintenance; Access. Contractor shall maintain all financial records and other records relating to its performance under this Contract in accordance with generally accepted accounting principles and in such a manner as to clearly document Contractor’s performance. Contractor acknowledges and agrees that OST, the Oregon Secretary of State and the federal government and their duly authorized representatives shall have reasonable access, at their own cost and expense and only following reasonable notice to Contractor, to such records, in paper or electronic form, to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all

such records for a minimum of three (3) years, or such longer period as may be required by applicable law, following termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.

19.8 Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal capacity to perform the Services under this Contract in the State of Oregon before entering into this Contract.

19.9 Survival. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations and declarations set forth in Articles VI, VII, VIII, IX, X, XI, XIV, XV, XVI and XVIII, and Sections 16.3, 19.1, 19.4, 19.5, 19.7, 19.9, 19.12, 19.13, 19.18, 19.19, 19.20 and 19.21.

19.10 Time Is of the Essence. Contractor agrees that time is of the essence under this Contract.

19.11 Force Majeure. Neither OST nor Contractor shall be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control, including without limitation acts of God, acts of civil or military authority, fires, floods, earthquakes or other natural disasters, war, riots or strikes. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

19.12 Notices. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery of, facsimile transmission of, or mailing the same, postage prepaid, to Contractor at the address or number set forth on Exhibit D, and to OST at the address or number set forth on Exhibit E, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 19.12. Any communication or notice so addressed and mailed shall be deemed to be given five (5) calendar days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when the transmitting machine generates receipt of the transmission. To be effective against OST, such facsimile transmission must be confirmed by telephone notice to OST Authorized Representative. Any communication or notice by personal delivery shall be deemed to be given when actually received by the appropriate Authorized Representative.

19.13 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 shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held to be invalid.

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

19.15 Amendments. This Contract may be amended, modified, or supplemented only by a written amendment signed by OST and Contractor that has been approved by DOJ, if required by applicable law. Any amendment shall be effective when all requisite signatures and approvals are obtained.

19.16 Disclosure of Social Security Number. Contractor must provide Contractor's Social Security number unless Contractor provides a federal tax identification number. This number is requested pursuant

to ORS 305.385, OAR 125-246-0330(2)(d), and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal, and local tax laws.

19.17 Waiver. The failure of either party to enforce any provision of this Contract or the waiver of any violation or nonperformance of this Contract in one instance shall not constitute a waiver by the party of that or any other provision nor shall it be deemed to be a waiver of any subsequent violation or nonperformance. No waiver, consent, modification, or change of terms of this Contract shall bind either party unless in writing and signed by both parties and, with respect to OST's waiver or consent all necessary State of Oregon approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.

19.18 Headings. The headings in this Contract are included only for convenience and shall not control or affect the meaning or construction of this Contract.

19.19 Integration. This Contract and attached Exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Contract.

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

19.21 Publicity. Contractor agrees that it will not disclose the form, content or existence of this Contract or any Deliverable in any advertising, press releases or other materials distributed to prospective customers, or otherwise attempt to obtain publicity from its association with OST or the State of Oregon, whether or not such disclosure, publicity or association implies an endorsement by OST or the State of Oregon of Contractor's services, without the prior written consent of OST.

CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR: YOU WILL NOT BE PAID FOR SERVICES RENDERED BEFORE NECESSARY OST APPROVALS.

Certification and Execution:

Contractor, by execution of this contract, hereby acknowledges that contractor has read this contract, understands it, and agrees to be bound by its terms and conditions.

The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on this form is Contractor's correct taxpayer ID and (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding or (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws (including, without limitation, those listed in Exhibit B); (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the above Contractor data is true and accurate.

Signed by the Contractor:

Signature/Title	Date
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OST & OTHER SIGNATURES

Reviewed by OST's Risk&Compliance Officer

	OST's Risk & Compliance Officer	Date

Approved by OST:

	OST Representative	Date

Approved as to legal sufficiency by the Attorney General's Office: (when required)

	Assistant Attorney General	Date

EXHIBIT A

SAMPLE STATEMENT OF WORK

Hosting Services

Contractor will provide **hosting** services for the Bond Tracker software and database (the “Software”) which will include the following:

- Provide application access through a web site at: www.bondtracker.us.
- Provide access to the application 24 hours, seven days a week.
- Provide third party software necessary to provide the hosting services.
- Provide daily off-site backup SQL Server, application/website source code, and database backup files.
- If data loss occurs, restore database to the data as of the most recently required backed-up, as set forth above.
- Ensure 100% printing capability for all printers on the following Windows platforms: XP with Service Pack 3 or higher, Vista, and Windows 7.
- Provide a data center for the servers with at least a Tier 2 classification.
- Provide dedicated environment for Bond Tracker users with advanced multi-processor, server grade, redundant hardware systems so there are no delays or breaks in service.
- Provide a secured environment and connection that includes security, firewalls, encryption, and authentication.

BTS Maintenance Services

Contractor will provide **maintenance** services for the Software which will include the following:

- Perform associated maintenance and timely updates (e.g. software patches and service releases) to the Bond Tracker software and database. Critical patches and hotfixes to Windows and/or installed software will be updated within 60 days from the release.
- Provide technical support from 8:00 am to 5:00 pm Pacific Time. Technical support includes troubleshooting for users, hosting hardware, hosting software, application upgrades and maintenance.
- Provide repairs due to errors in the programming code and other factors, as well as ensure third-party software used in the application is updated and functional.
- Acknowledgement sent to OST DMD regarding critical bugs within 4 hours and other bugs within 8 hours.
- For routine system maintenance, OST staff will be given a minimum of 1 day’s notice prior to performing maintenance that would make site unavailable during normal technical support hours.
- In the event of a disaster, the Bond Tracker software must be fully functional within 72 hours.

OST will purchase and maintain ownership of the servers used to host the Bond Tracker System application. Contractor will return this equipment to OST when this agreement ends or when new equipment for the Bond Tracker System is needed.

Enhancements or functional upgrades to the Bond Tracker System, hardware, etc. are not included in this Hosting and Maintenance Statement of Work. Enhancements will be billed at a rate of \$_____ per hour with a separate contract amendment/Statement of Work.

The above will be modified when the actual contract is developed.

EXHIBIT B

CONTRACTOR DATA AND TAX CERTIFICATION

Certification: The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws, including, without limitation, those tax laws listed in ORS 305.380(4), namely ORS Chapters 118, 314, 316, 317, 318, 320, 321 and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Oregon Department of Revenue under ORS 305.620; (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the supplied Contractor data is true and accurate.

Federal Tax Number _____

Oregon Tax Number _____

Contractor Signature _____ **Date** _____

EXHIBIT C
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

(Contractor completes if Contractor is not a corporation or is a professional corporation.)

A. CONTRACTOR IS INDEPENDENT CONTRACTOR.

Contractor certifies he/she meets the following standards:

1. I am registered under ORS chapter 701 to provide labor or services for which such registration is required.
2. I have filed federal and state income tax returns in the name of my business or a business Schedule C as part of the personal income tax return, for the previous year, or expect to file federal and state income tax returns, for labor or services performed as an independent contractor in the previous year.
3. I will furnish the tools or equipment necessary for the contracted labor or services.
4. I have the authority to hire and fire employees who perform the labor or services.
5. I represent to the public that the labor or services are to be provided by my independently established business as four (4) or more of the following circumstances exist. **(Please check four or more of the following:)**

- A. The labor or services are primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence, which is set aside as the location of the business.
- B. Commercial advertising or business cards are purchased for the business, or I have a trade association membership;
- C. Telephone listing is used for the business that is separate from the personal residence listing .
- D. Labor or services are performed only pursuant to written contracts.
- E. Labor or services are performed for two or more different persons within a period of one year.
- F. I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Signature _____ Date _____

(OST completes B below when Contractor completes Section A above.)

B. OST APPROVAL.

ORS 670.600. Independent Contractor Standards. As used in various provisions of ORS chapters 316, 656, 657 and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an “independent contractor” if the standards of this section are met. OST certifies the contracted work meets the following standards:

1. The Contractor is free from direction and control over the means and manner of providing the labor or services, subject only to the specifications of the desired results.
2. The Contractor is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local ordinances.
3. The Contractor furnishes the tools or equipment necessary for the contracted labor or services.
4. The Contractor has the authority to hire and fire employees to perform the labor or services.

5. Payment to the Contractor is made upon completion of the performance or is made on the basis of a periodic retainer.

OST Signature _____ Date _____
(OST's certification is solely for the OST's benefit and internal use

EXHIBIT D

CONTRACTOR'S PERSONNEL

Authorized Representative:

Project Manager:

Other Key Persons:

EXHIBIT E

OST PERSONNEL

Authorized Representative:

Laura Lockwood-McCall (Contract Signer)

Contract Administrator:

Debt Management Division
Oregon State Treasury
350 Winter Street NE, Suite 100
Salem, OR 97301

Debt Management Division Director:

Laura Lockwood-McCall

Debt Management Division Deputy Director:

Larry Groth

EXHIBIT F

DEFINITIONS

- (1) "OST" means Office of the State Treasurer.
- (2) "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 F. OST's Authorized Representative is the person so identified in Exhibit E.
- (3) "Business Day" means 8:00 a.m. to 5:00 p.m., Pacific time, Monday through Friday, excluding State of Oregon holidays.
- (4) "Confidential Information" is defined in Section 8.1.
- (5) "Consultant" means the Person with whom OST enters into a Contract for the purposes of consulting, conferring, or deliberating on one or more subjects, and this Person provides advice or opinion;
- (6) "Contract Administration" means all functions related to a given Contract between OST and a Contractor from the time the Contract is awarded until the Work is completed and accepted or the Contract is terminated, payment has been made, and disputes have been resolved. Contract Administration includes Amendments.
- (7) "Contract Administrator" means the officer, employee, or other individual designated in Writing by an Authorized OST, by name or position description, to conduct the Contract Administration of a Contract or class of Contracts.
- (8) "Contractor" means the Person with whom OST enters into a Contract and has the same meaning as "Consultant" or "Provider."
- (9) "Contractor Intellectual Property" means any intellectual property, that is owned by Contractor and developed independently from the Services.
- (10) "Contract Price" means, as the context requires, the maximum monetary obligation that OST either will or may incur under a Contract, including bonuses, incentives and contingency amounts, if the Contractor fully performs under the Contract.
- (11) "Days" means calendar days.
- (12) "Deliverables" means all items that Contractor is required to deliver to OST under the Contract, including Developments.
- (13) "Delivery Schedule" means the schedule set forth in the Statement of Work that includes the completion date of each Milestone and the delivery date for each Deliverable.
- (14) "Developments" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know-how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registrable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered or reduced to practice by Contractor (either alone or with others)

pursuant to the Contract. Notwithstanding anything in the immediately preceding sentence to the contrary, Developments shall not include any Third Party Intellectual Property or Contractor Intellectual Property.

- (15) "Documentation" means all documents, including documents that are Deliverables described in the Statement of Work and includes, but is not limited to, any and all operator's and user's manuals, training materials, guides, commentary, listings and other materials for use in conjunction with and for the operation of the System and its components that are to be delivered by Contractor under this Contract.
- (16) "DOJ" means the State of Oregon acting through its Department of Justice.
- (17) "Effective Date" means the later of (a) May 1, 2010 or (b) the date on which this Contract is fully executed and approved in accordance with applicable laws, rules and regulations.
- (18) "Emergency" means circumstances that:
 - a. Could not have been reasonably foreseen;
 - b. Create a substantial risk of loss, damage or interruption of services or a substantial threat to property, public health, welfare or safety; and
 - c. Require prompt execution of a Contract to remedy the condition. An "Emergency Procurement" means a sourcing method according to ORS 279B.080, 279C.335(5), 125-248-0200, or related Rules.
- (19) "Goods" means supplies, equipment, or materials, and any personal property, including any tangible, intangible and intellectual property and rights and licenses in relation thereto, that OST is authorized by law to procure.
- (20) "Hardware" means the computer hardware the Contractor delivers to OST pursuant to the Statement of Work.
- (21) "Intellectual Property Rights" is defined in Section 11.2.
- (22) "Key Persons" means Contractor's Authorized Representative, the Project Manager and all other Contractor personnel designated as key persons in Exhibit D.
- (23) "Knowledge Transfer" means training and delivery of Documentation describing the operation, maintenance and construction of the various System components provided by Contractor to OST.
- (24) "Maximum Not-To-Exceed Compensation" is defined in Section 6.1.
- (25) "Mentoring" means direct, hands on training provided by Contractor to OST.
- (26) "Milestone" means a specific group of tasks or Deliverables identified as a Milestone in the Statement of Work.
- (27) "Negotiations" means to compare views, take counsel, and communicate with another so as to arrive at a voluntary, mutual agreement about a matter.
- (28) "OAR" means the Oregon Administrative Rules.

- (29) "Operating Environment" means the hardware, programming languages, software, including, but not limited to, operating system software, the system architecture and firmware necessary for the System to operate in accordance with its specifications.
- (30) "ORS" means the Oregon Revised Statutes.
- (31) "OST" means the State of Oregon acting through the Office of the State Treasurer.
- (32) "Person" means an individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, governmental agency, public corporation or any other legal or commercial entity.
- (33) "Project Manager" means Contractor's representative who manages the processes and coordinates the Services with OST's Authorized Representative to ensure delivery of the Deliverables and completion of Milestones. Contractor's Project Manager is the person so identified in Attachment D.
- (34) "Provider" means collectively or in the alternative: the supplier, Contractor or Consultant, providing Supplies and Services or Public Improvements.
- (35) "Purchase Order" means an Ordering Instrument or Order, as defined in this Rule.
- (36) "Schedule of Deliverables" means a document that describes each Deliverable, measurable attributes of each Deliverable, Milestones with identification of the Services activities that are associated with them, and a planned completion date for each Milestone and Deliverable.
- (37) "Services Provider License Agreement (SPLA)" means the agreement between Microsoft and Contractor enabling the Contractor to license Microsoft products on a monthly basis to provide services and hosted applications to OST.
- (38) "SPLA Vendor" means Microsoft.
- (39) "Services" means all services to be performed under this Contract.
- (40) "Signature" means any written mark, word or symbol that is made or adopted by a Person with the intent to be bound and that is attached to or logically associated with a written document to which the Person intends to be bound.
- (41) "Signed" means, as the context requires, that a written document contains a Signature or that the act of making a Signature has occurred.
- (42) "Software" means the software the Contractor will be maintaining and hosting as set forth in the Statement of Work.
- (43) "Specification" is defined in ORS 279B.200(3) and means any description of the physical or functional characteristics, or of the nature of the Supplies and Services to be procured by OST. "Specification" includes: any requirement for inspecting, testing, or preparing the Supplies and Services for delivery and the quantities or qualities of Supplies and Services to be furnished under the Contract. Specifications generally will state the result to be obtained and occasionally may describe the method and manner of performance.
- (44) "State" means the State of Oregon.

- (45) “Statement of Work” means the Schedule of Deliverables, the payment schedule, and any other items as agreed by the parties.
- (46) “System” means the sum total of the Developments, the Contractor Intellectual Property, the Third Party Intellectual Property, and Hardware described in the Statement of Work that comprise the information system that Contractor will maintain under the Contract.
- (47) “Third Party Intellectual Property” means any intellectual property owned by parties other than OST or Contractor.
- (48) “Work” means the furnishing of all materials, equipment, labor, and incidentals necessary to successfully complete any individual item or the entire Contract and the carrying out and completion of all duties and obligations imposed by the Contract.
- (49) “Work Order” means an Ordering Instrument.
- (50) “Work Product” means the fully developed or completed version or iteration of the Work and Deliverables, including Development, to be developed or acquired by Contractor and delivered to OST under this Contract.
- (51) “Writing” means letters, characters and symbols inscribed on paper by hand, print, type or other method of impression, intend to represent or convey particular ideas or meanings. “Writing” when required or permitted by law, or required or permitted in a Solicitation Document, also means letters, characters and symbols made in electronic form and intended to represent or convey particular ideas or meanings.



Oregon State Treasury
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SAMPLE REPORT

Overlapping Debt Report for: City Of The Dalles As of 3/28/2013

Overlapping District Name	Outstanding Gross Property-tax Backed Debt	Outstanding Net Property-tax Backed Debt	Overlapping District Real Market Value	Percent Overlapping	Gross Overlapping Debt	Net Overlapping Debt
Columbia Gorge Comm College (Treaty-Oak AED)	\$19,610,620	\$16,760,000	\$5,660,890,233	24.54%	\$4,813,172	\$4,113,524
Mid Columbia Fire And Rescue	\$1,035,000	\$1,035,000	\$1,856,364,410	74.84%	\$774,643	\$774,643
Northern Oregon Regional Corrections	\$4,835,000	\$0	\$8,133,745,933	17.08%	\$825,905	\$0
Wasco County	\$754,615	\$425,000	\$2,767,517,111	50.20%	\$378,843	\$213,365
Wasco Cty SD 12 (The Dalles) Bonds	\$23,343,027	\$23,343,027	\$1,421,052,637	85.51%	\$19,959,688	\$19,959,688
Wasco Cty SD 21 (The Dalles-Wahtonka)	\$4,115,000	\$4,115,000	\$2,049,585,038	67.65%	\$2,783,958	\$2,783,958
Wasco Cty SD 29 (Dufur)	\$2,770,000	\$2,770,000	\$282,677,402	0.98%	\$27,110	\$27,110
Totals:	\$56,463,261	\$48,448,027			\$29,563,319	\$27,872,288

Net Property-tax Backed Debt of Subject Issuer is:	\$13,595,000	Ratio of Net Property-tax Backed Debt to Real Market Value is:	0.98%
Net Property-tax Backed Debt of Overlapping Issuers is:	\$27,872,288	Per Capita Net Property-tax Backed Debt is:	\$941
Total:	\$41,467,288	Ratio of Total Net Property-tax Backed Debt to Real Market Value is:	2.98%
		Per Capita Total Net Property-tax Backed Debt is:	\$2,872
<hr/>			
Population of Subject Issuer is:	14,440	As Of:	07/01/2012
Real Market Value of Subject Issuer is:	\$1,389,390,986	As Of:	01/01/2011



Overlapping Debt Report

for: City Of The Dalles

As of 3/28/2013

District's Outstanding Balances

District	Gross Property-tax Backed Debt	Net Property-tax Backed Debt	General Obligation (N) Bonds	General Obligation (S) Bonds	Full Faith & Credit Obligations (N)	Full Faith & Credit Obligations (S)	Appropriation Credits(1,2)	Conduit Revenue Bonds(2)	Dedicated Niche Tax Obligations(2)	Other(2)	Revenue Bonds(2)
City Of The Dalles	\$13,595,000	\$13,595,000	\$0	\$0	\$13,595,000	\$0	\$0	\$0	\$0	\$0	\$12,061,000

Overlapping District

District	Gross Property-tax Backed Debt	Net Property-tax Backed Debt	General Obligation (N) Bonds	General Obligation (S) Bonds	Full Faith & Credit Obligations (N)	Full Faith & Credit Obligations (S)	Appropriation Credits	Conduit Revenue Bonds	Dedicated Niche Tax Obligations	Other	Revenue Bonds
CGCC Bond Wasco Only	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Columbia Gateway UR Agency Of The Dalles	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Columbia Gorge Comm College (Treaty-Oak AED)	\$19,610,620	\$16,760,000	\$16,020,000	\$0	\$740,000	\$2,850,620	\$0	\$0	\$0	\$0	\$0
HFA Wasco County	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Mid Columbia Fire And Rescue	\$1,035,000	\$1,035,000	\$1,035,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Mid-Columbia Council Of Govts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Northern Oregon Regional Corrections	\$4,835,000	\$0	\$0	\$4,835,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Northern Wasco Park & Recreation Distric	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Northern Wasco PUD	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$28,335,000
Port Of The Dalles	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Region 9 ESD	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Wasco County	\$754,615	\$425,000	\$425,000	\$0	\$0	\$329,615	\$0	\$0	\$0	\$0	\$0
Wasco Cty 4-H & Extension Sercv District	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Wasco Cty Library District	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0



Overlapping Debt Report

for: City Of The Dalles
 As of 3/28/2013

District's Outstanding Balances

District	Gross Property-tax Backed Debt	Net Property-tax Backed Debt	General Obligation (N) Bonds	General Obligation (S) Bonds	Full Faith & Credit Obligations (N)	Full Faith & Credit Obligations (S)	Appropriation Credits(1,2)	Conduit Revenue Bonds(2)	Dedicated Niche Tax Obligations(2)	Other(2)	Revenue Bonds(2)
City Of The Dalles	\$13,595,000	\$13,595,000	\$0	\$0	\$13,595,000	\$0	\$0	\$0	\$0	\$0	\$12,061,000

Overlapping District

District	Gross Property-tax Backed Debt	Net Property-tax Backed Debt	General Obligation (N) Bonds	General Obligation (S) Bonds	Full Faith & Credit Obligations (N)	Full Faith & Credit Obligations (S)	Appropriation Credits	Conduit Revenue Bonds	Dedicated Niche Tax Obligations	Other	Revenue Bonds
Wasco Cty SD 12 (The Dalles) Bonds	\$23,343,027	\$23,343,027	\$10,915,000	\$0	\$12,428,027	\$0	\$0	\$0	\$0	\$0	\$0
Wasco Cty SD 21 (The Dalles-Wahtonka)	\$4,115,000	\$4,115,000	\$0	\$0	\$4,115,000	\$0	\$0	\$0	\$0	\$0	\$0
Wasco Cty SD 29 (Dufur)	\$2,770,000	\$2,770,000	\$2,770,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Wasco Cty Soil Conservation District	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Totals:	\$56,463,261	\$48,448,027	\$31,165,000	\$4,835,000	\$17,283,027	\$3,180,234	\$0	\$0	\$0	\$0	\$28,335,000

(1) Subject to Appropriation Obligations. (2) Not included in overlapping debt.



Issue Listing for: City Of The Dalles

Issue Information	Issued Par Amount	Calendar Year Payments	Principal	Interest	Total
Bond Type: Revenue Bonds	\$500,000	12/1/2013	\$52,000.00	\$0.00	\$52,000.00
Series: 2003		12/1/2014	\$54,000.00	\$0.00	\$54,000.00
Dated Date: 01/30/03	Alternative Minimum Tax <input type="checkbox"/>	IssueTotals:	\$106,000.00	\$0.00	\$106,000.00
Project: Airport T-Hangar Construction	Bank Qualified <input checked="" type="checkbox"/>				
Program: N/A	Taxable <input type="checkbox"/>				
Interest Rate: 5.15%	Zero Coupon <input type="checkbox"/>				
Interest Basis: TIC					
Bond Type: Revenue Bonds	\$7,340,005	4/1/2013	\$380,000.00	\$0.00	\$380,000.00
Series: 2003		4/1/2014	\$395,000.00	\$0.00	\$395,000.00
Dated Date: 05/01/03	Alternative Minimum Tax <input type="checkbox"/>	4/1/2015	\$405,000.00	\$0.00	\$405,000.00
Project: Sewer Improvements	Bank Qualified <input checked="" type="checkbox"/>	4/1/2016	\$420,000.00	\$0.00	\$420,000.00
Program: N/A	Taxable <input type="checkbox"/>	4/1/2017	\$435,000.00	\$0.00	\$435,000.00
Interest Rate: 3.93%	Zero Coupon <input type="checkbox"/>	4/1/2018	\$455,000.00	\$0.00	\$455,000.00
Interest Basis: TIC		4/1/2019	\$470,000.00	\$0.00	\$470,000.00
		4/1/2020	\$490,000.00	\$0.00	\$490,000.00
		4/1/2021	\$510,000.00	\$0.00	\$510,000.00
		4/1/2022	\$530,000.00	\$0.00	\$530,000.00
		IssueTotals:	\$4,490,000.00	\$0.00	\$4,490,000.00
Bond Type: Revenue Bonds	\$7,930,000	6/1/2013	\$250,000.00	\$158,502.50	\$408,502.50
Series: 2007		12/1/2013	\$0.00	\$153,502.50	\$153,502.50
Dated Date: 02/22/07	Alternative Minimum Tax <input type="checkbox"/>	6/1/2014	\$255,000.00	\$153,502.50	\$408,502.50
Project: Water Revenue	Bank Qualified <input checked="" type="checkbox"/>	12/1/2014	\$0.00	\$148,402.50	\$148,402.50
Program: N/A	Taxable <input type="checkbox"/>	6/1/2015	\$265,000.00	\$148,402.50	\$413,402.50
Interest Rate: 4.47%	Zero Coupon <input type="checkbox"/>	12/1/2015	\$0.00	\$143,102.50	\$143,102.50
Interest Basis:		6/1/2016	\$280,000.00	\$143,102.50	\$423,102.50
		12/1/2016	\$0.00	\$137,502.50	\$137,502.50
		6/1/2017	\$290,000.00	\$137,502.50	\$427,502.50
		12/1/2017	\$0.00	\$131,702.50	\$131,702.50
		6/1/2018	\$300,000.00	\$131,702.50	\$431,702.50
		12/1/2018	\$0.00	\$125,327.50	\$125,327.50



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Overlapping Debt Report

for: City Of The Dalles

As of 3/28/2013

Issue Listing for: City Of The Dalles

Issue Information	Issued Par Amount	Calendar Year Payments	Principal	Interest	Total
		6/1/2019	\$315,000.00	\$125,327.50	\$440,327.50
		12/1/2019	\$0.00	\$118,633.75	\$118,633.75
		6/1/2020	\$325,000.00	\$118,633.75	\$443,633.75
		12/1/2020	\$0.00	\$111,727.50	\$111,727.50
		6/1/2021	\$340,000.00	\$111,727.50	\$451,727.50
		12/1/2021	\$0.00	\$104,502.50	\$104,502.50
		6/1/2022	\$355,000.00	\$104,502.50	\$459,502.50
		12/1/2022	\$0.00	\$96,958.75	\$96,958.75
		6/1/2023	\$370,000.00	\$96,958.75	\$466,958.75
		12/1/2023	\$0.00	\$89,096.25	\$89,096.25
		6/1/2024	\$385,000.00	\$89,096.25	\$474,096.25
		12/1/2024	\$0.00	\$80,915.00	\$80,915.00
		6/1/2025	\$400,000.00	\$80,915.00	\$480,915.00
		12/1/2025	\$0.00	\$72,515.00	\$72,515.00
		6/1/2026	\$420,000.00	\$72,515.00	\$492,515.00
		12/1/2026	\$0.00	\$63,695.00	\$63,695.00
		6/1/2027	\$435,000.00	\$63,695.00	\$498,695.00
		12/1/2027	\$0.00	\$54,560.00	\$54,560.00
		6/1/2028	\$455,000.00	\$54,560.00	\$509,560.00
		12/1/2028	\$0.00	\$44,550.00	\$44,550.00
		6/1/2029	\$475,000.00	\$44,550.00	\$519,550.00
		12/1/2029	\$0.00	\$34,100.00	\$34,100.00
		6/1/2030	\$495,000.00	\$34,100.00	\$529,100.00
		12/1/2030	\$0.00	\$23,210.00	\$23,210.00
		6/1/2031	\$515,000.00	\$23,210.00	\$538,210.00
		12/1/2031	\$0.00	\$11,880.00	\$11,880.00
		6/1/2032	\$540,000.00	\$11,880.00	\$551,880.00
		IssueTotals:	\$7,465,000.00	\$3,650,270.00	\$11,115,270.00



Overlapping Debt Report

for: City Of The Dalles
 As of 3/28/2013

Issue Listing for: City Of The Dalles

Issue Information		Issued Par Amount	Calendar Year Payments	Principal	Interest	Total
Bond Type:	Full Faith & Credit Obligations(N)	\$3,330,000	6/1/2013	\$200,000.00	\$53,565.00	\$253,565.00
Series:	2008		12/1/2013	\$0.00	\$49,565.00	\$49,565.00
Dated Date:	02/20/08	Alternative Minimum Tax <input type="checkbox"/>	6/1/2014	\$205,000.00	\$49,565.00	\$254,565.00
Project:	Public Works Bldg		12/1/2014	\$0.00	\$45,465.00	\$45,465.00
Program:	N/A	Bank Qualified <input checked="" type="checkbox"/>	6/1/2015	\$210,000.00	\$45,465.00	\$255,465.00
Interest Rate:	3.83%		12/1/2015	\$0.00	\$41,265.00	\$41,265.00
Interest Basis:	TIC	Taxable <input type="checkbox"/>	6/1/2016	\$220,000.00	\$41,265.00	\$261,265.00
			12/1/2016	\$0.00	\$36,865.00	\$36,865.00
		Zero Coupon <input type="checkbox"/>	6/1/2017	\$230,000.00	\$36,865.00	\$266,865.00
			12/1/2017	\$0.00	\$32,265.00	\$32,265.00
			6/1/2018	\$240,000.00	\$32,265.00	\$272,265.00
			12/1/2018	\$0.00	\$27,465.00	\$27,465.00
			6/1/2019	\$250,000.00	\$27,465.00	\$277,465.00
			12/1/2019	\$0.00	\$22,465.00	\$22,465.00
			6/1/2020	\$260,000.00	\$22,465.00	\$282,465.00
			12/1/2020	\$0.00	\$17,265.00	\$17,265.00
			6/1/2021	\$270,000.00	\$17,265.00	\$287,265.00
			12/1/2021	\$0.00	\$11,865.00	\$11,865.00
			6/1/2022	\$280,000.00	\$11,865.00	\$291,865.00
			12/1/2022	\$0.00	\$6,090.00	\$6,090.00
			6/1/2023	\$290,000.00	\$6,090.00	\$296,090.00
			IssueTotals:	\$2,655,000.00	\$634,715.00	\$3,289,715.00
Bond Type:	Full Faith & Credit Obligations(N)	\$12,100,000	6/1/2013	\$460,000.00	\$243,781.25	\$703,781.25
Series:	2009		12/1/2013	\$0.00	\$236,881.25	\$236,881.25
Dated Date:	10/15/09	Alternative Minimum Tax <input type="checkbox"/>	6/1/2014	\$475,000.00	\$236,881.25	\$711,881.25
Project:	LID, Urban Renewal		12/1/2014	\$0.00	\$227,881.25	\$227,881.25
Program:	N/A	Bank Qualified <input checked="" type="checkbox"/>	6/1/2015	\$490,000.00	\$227,881.25	\$717,881.25
Interest Rate:	3.89%		12/1/2015	\$0.00	\$220,531.25	\$220,531.25
Interest Basis:	TIC	Taxable <input type="checkbox"/>	6/1/2016	\$505,000.00	\$220,531.25	\$725,531.25
			12/1/2016	\$0.00	\$210,431.25	\$210,431.25
		Zero Coupon <input type="checkbox"/>	6/1/2017	\$525,000.00	\$210,431.25	\$735,431.25
			12/1/2017	\$0.00	\$199,931.25	\$199,931.25
			6/1/2018	\$550,000.00	\$199,931.25	\$749,931.25



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Overlapping Debt Report

for: City Of The Dalles

As of 3/28/2013

Issue Listing for: City Of The Dalles

Issue Information	Issued Par Amount	Calendar Year Payments	Principal	Interest	Total
		12/1/2018	\$0.00	\$186,181.25	\$186,181.25
		6/1/2019	\$570,000.00	\$186,181.25	\$756,181.25
		12/1/2019	\$0.00	\$171,931.25	\$171,931.25
		6/1/2020	\$600,000.00	\$171,931.25	\$771,931.25
		12/1/2020	\$0.00	\$159,931.25	\$159,931.25
		6/1/2021	\$630,000.00	\$159,931.25	\$789,931.25
		12/1/2021	\$0.00	\$147,456.25	\$147,456.25
		6/1/2022	\$650,000.00	\$147,456.25	\$797,456.25
		12/1/2022	\$0.00	\$134,456.25	\$134,456.25
		6/1/2023	\$680,000.00	\$134,456.25	\$814,456.25
		12/1/2023	\$0.00	\$118,306.25	\$118,306.25
		6/1/2024	\$710,000.00	\$118,306.25	\$828,306.25
		12/1/2024	\$0.00	\$101,443.75	\$101,443.75
		6/1/2025	\$745,000.00	\$101,443.75	\$846,443.75
		12/1/2025	\$0.00	\$83,750.00	\$83,750.00
		6/1/2026	\$780,000.00	\$83,750.00	\$863,750.00
		12/1/2026	\$0.00	\$64,250.00	\$64,250.00
		6/1/2027	\$820,000.00	\$64,250.00	\$884,250.00
		12/1/2027	\$0.00	\$43,750.00	\$43,750.00
		6/1/2028	\$855,000.00	\$43,750.00	\$898,750.00
		12/1/2028	\$0.00	\$22,375.00	\$22,375.00
		6/1/2029	\$895,000.00	\$22,375.00	\$917,375.00
		IssueTotals:	\$10,940,000.00	\$4,902,756.25	\$15,842,756.25
		Final Totals:	\$25,656,000.00	\$9,187,741.25	\$34,843,741.25

Disclaimer: The State of Oregon Office of the Treasurer, acting on behalf of the Municipal Debt Advisory Commission (MDAC), maintains debt information to assist municipalities in debt related matters. The data is based on information obtained from sources believed to be reliable; however, its accuracy cannot be guaranteed. The Office of the State Treasurer does not independently verify the information received from reporting municipalities. The State of Oregon is not responsible for the accuracy, completeness or timeliness of the information obtained and the data presented and disclaims any liability for or obligation to bond owners or others concerning the accuracy, completeness or timeliness of the data and information presented.

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"Gross Property-tax Backed Debt" includes all General Obligation (GO) bonds and Full Faith & Credit bonds.

"Net Property-tax Backed Debt" is Gross Property-tax Backed Debt less Self-supporting Unlimited-tax GO and less Self-Supporting Full Faith & Credit debt.

Appropriation Credits, Conduit Revenue Bonds, Dedicated Niche Obligations, Other, Revenue Bonds, and any other obligations issued for less than 13 months (E.g. Bond Anticipation Notes, Tax Anticipation Notes), lease purchase agreements



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Overlapping Debt Report

for: City Of The Dalles

As of 3/28/2013

and loans are NOT included in Property-tax backed calculations.

In August 2010, the Oregon State Treasury reclassified all Self-Supporting School District debt to Non Self-Supporting debt, thus making all School District debt included as Net Property-tax Backed Debt, rather than Gross Property-tax Backed Debt. Schools, by definition will not have debt supported by Enterprise Revenues, and thus can not have fully Self-Supporting debt as defined by the Municipal Debt Advisory Commission.



Oregon State Treasury
 Debt Management Division
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SAMPLE REPORT

State Debt Limit
 Outstanding {1} Long-Term Financial Obligations {2} and
 Constitutional and Statutory Provisions
 As of 3/28/2013

Purpose/Department	Constitutional [statutory] Provision	Constitutional Debt Limit (as % RMV) {3}	Constitutional Debt Limit (in dollars)	Statutory Debt Limit	Amount Outstanding {4}	Constitutional Authorization Remaining {5}	Statutory Authorization Remaining {5}
General Obligation Bonds							
General Fund Supported							
Alternate Energy Projects (11)	ARTICLE XI-J	0.5000%	\$2,172,146,238		\$46,232,700	\$366,475,085	
Community College	ARTICLE XI-G				\$111,945,000		
Forest Rehabilitation	ARTICLE XI-E	0.1875%	\$814,554,839	\$750,000 /yr		\$814,554,839	
General Purpose (6)	ARTICLE XI SEC 7	0.0000%	\$50,000			\$50,000	
General Purpose GOs	ARTICLE XI-Q	1.0000%	\$4,344,292,476		\$842,250,000	\$3,502,042,476	
Oregon Opportunity Bonds (OHSU) (9)	ARTICLE XI-L	0.5000%	\$2,172,146,238	\$203,175,000	\$129,180,000		
Oregon School Bond Guarantee	ARTICLE XI-K	0.5000%	\$2,172,146,238			\$2,172,146,238	
Pension Obligations (10)	ARTICLE XI-O	1.0000%	\$4,344,292,476		\$634,971,200		
Pollution Control (8)	ARTICLE XI-H	0.5000%	\$2,172,146,238	\$109,200,000	\$19,317,900		
Seismic Rehab - Emergency Service Bldgs.	ARTICLE XI-N	0.2000%	\$868,858,495		\$10,645,000	\$858,213,495	
Seismic Rehab - Public Education Bldgs	ARTICLE XI-M	0.2000%	\$868,858,495		\$17,970,000	\$850,888,495	
State Board of Higher Education XI-G	ARTICLE XI-G	0.7500%	\$3,258,219,357		\$387,472,261	\$1,672,728,977	
State Power Development	ARTICLE XI-D	1.5000%	\$6,516,438,713			\$6,516,438,713	
General Fund Supported Total:						\$2,199,984,061	
Fully Self-Supporting							
Alternate Energy Projects (11)	ARTICLE XI-J	0.5000%	\$2,172,146,238		\$197,097,300	\$1,562,341,153	
Elderly & Disabled Housing	ARTICLE XI-I(2)	0.5000%	\$2,172,146,238		\$126,470,000	\$2,045,676,238	
General Purpose GOs	ARTICLE XI-Q	1.0000%	\$4,344,292,476			\$4,344,292,476	
Pension Obligations (10)	ARTICLE XI-O	1.0000%	\$4,344,292,476		\$1,349,313,800		
Pollution Control (8)	ARTICLE XI-H	0.5000%	\$2,172,146,238	\$150,800,000	\$26,677,100		
State Board of Higher Education XI-F	ARTICLE XI-F(1)	0.7500%	\$3,258,219,357		\$1,102,528,654	\$2,155,690,702	
State Highway	ARTICLE XI SEC 7	1.0000%	\$4,344,292,476			\$4,344,292,476	
Veterans' Welfare	ARTICLE XI-A	8.0000%	\$34,754,339,804		\$310,050,000	\$34,444,289,804	
Water Resources	ARTICLE XI-I(1)	1.5000%	\$6,516,438,713			\$6,516,438,713	
Fully Self-Supporting Total:						\$3,112,136,854	
General Obligation Bonds Total:						\$5,312,120,915	



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Pass Through Revenue Bonds							
Conduit Multi-Family Housing Programs	[ORS Ch. 456.692]				\$222,131,831		\$6,294,306,883
Economic Development - Industrial Dev	[ORS Ch. 285]				\$437,146,827		\$6,079,291,887
Oregon Facilities Authority	[ORS Ch. 289]				\$1,613,103,825		\$4,903,334,889
Pass Through Revenue Bonds Total:						\$2,272,382,482	
Direct Revenue Bonds							
Economic Development - Bond Bank	[ORS Ch. 285B]				\$106,800,000		\$6,409,638,713
Highway User Tax	[ORS 367.620]			\$3,240,000,000	\$2,086,285,000		\$1,153,715,000
Lottery Bond Program(s)	[ORS 286.563 - 585]				\$1,129,055,000		\$5,387,383,713
Single & Multi-Family Housing Programs	[ORS 456.661]			\$2,500,000,000	\$1,134,925,000		\$1,365,075,000
State Fair & Exposition Center	[ORS Ch. 565]			\$10,000,000			\$10,000,000
Transportation Infrastructure Bank	[ORS 367.030]			\$200,000,000			\$200,000,000
Direct Revenue Bonds Total:						\$4,457,065,000	
Appropriation Credits - Total:							\$0
Non-General Fund Supported							
Certificates of Participation (15%)	[ORS Ch. 283 & 286]				\$121,336,500		\$856,129,307
Non-General Fund Supported Total:						\$121,336,500	
General Fund Supported							
Certificates of Participation (85%)	[ORS Ch. 283 & 286]				\$687,573,500		\$5,828,865,213
Oregon Appropriation Bonds	SB 856 - 2003 Legislature	0.0000%		\$0 \$431,560,000	\$28,195,000		
General Fund Supported Total:						\$715,768,500	\$403,365,000
Appropriation Credits							

{1} Totals may not agree with sum of components due to rounding.

{2} Excludes the impact, if any, of the issuance of obligations offered by this Official Statement. Does not include Notes issued for less than 13 months.



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{3} Percentages listed are of Real Market Value (RMV) of all taxable real property in the state.

{4} Excludes refunded and defeased bonds.

{5} Based on the January 1, 2011 Real Market Value (RMV) of \$434,429,247,553. Authorization does not include inactive programs.

{6} The State of Oregon may not incur indebtedness exceeding \$50,000 without a constitutional amendment approved by the voters.

{7} Outstanding Department of Veterans' Affairs and State Board of Higher Education general obligation debt reflect the proceeds amount of original issue discounted and deferred interest bonds.

{8} The amount of General Fund debt service support will vary over time depending on the amortization and budgeted allocation of debt service on each bond. Pollution Control debt is reported as 42% General Fund supported and 58% self-supporting. Both General Fund supported and self-supporting Pollution Control bonds are issued under authority and limitations of Article XI-H of the Oregon Constitution and ORS 468.195, as amended. ORS 468.195 limits the amount outstanding at any one time to \$260 million.

{9} Authorized to finance capital costs of Oregon Health and Science University in an aggregate principal amount that produces net proceeds in an amount that does not exceed \$200 million. Authorized debt may not exceed 1/2 of 1 percent RMV of all taxable real property in the State. Bonds issued under the Article may not be paid from ad valorem taxes.

{10} Approved by the voters September 16, 2003. 32% is General Fund Supported, 68% is paid for from non-General Fund sources.

{11} The amount of General Fund debt service support will vary over time depending on the amortization and budgeted allocation of each bond. Alternate Energy debt is reported at 18% General Fund supported and 82% self-supporting. Both General Fund supported and self-supporting Alternate Energy bonds are issued under authority and limitations of Article XI-J of the Oregon Constitution.

{12} The amount of General Fund debt service payment may vary depending on the amortization and budgeted allocation of each COP. COP obligation are reported at 85% General Fund supported and 15% self-supporting.

The State of Oregon Office of the Treasurer, acting on behalf of the Municipal Debt Advisory Commission (MDAC), maintains debt information to assist municipalities in debt related matters. The data is based on information obtained from sources believed to be reliable; however, its accuracy cannot be guaranteed. The Office of the State Treasurer does not independently verify the information received from reporting municipalities. The State of Oregon is not responsible for the accuracy, completeness or timeliness of the information obtained and the data presented and disclaims any liability for or obligation to bond owners or others concerning the accuracy, completeness or timeliness of the data and information presented.