



State of Oregon
Office of the State Treasurer
350 WINTER STREET NE, SUITE 100
SALEM, OREGON 97301-3896

REQUEST FOR PROPOSALS #170-1045-15
FOR
EXECUTIVE DIRECTOR SERVICES
FOR THE OREGON FACILITIES AUTHORITY

PROPOSAL DUE DATE: November 19, 2015
PROPOSAL DUE TIME: 12:00 PM Pacific Time

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1.0 INTRODUCTION

The State of Oregon, acting by and through the Office of the State Treasurer (“Treasury”), in collaboration with the Oregon Facilities Authority (“OFA”), is seeking proposals from qualified professional persons or firms for the purpose of providing services as Executive Director for the Oregon Facilities Authority. Treasury, as the issuer of Oregon Facilities Authority bonds, is issuing this Request for Proposals (“RFP”) for Executive Director Services. All persons or firms submitting proposals are referred to as Proposers in this document; after negotiations, the awarded Proposer will be designated as Contractor.

The successful Proposer, if any, will work closely with Treasury and OFA throughout the bond issuance process and in all other administrative matters related to the on-going management of OFA’s operations. The selected Proposer, if any, will work with Treasury and OFA bond professionals on the structuring and sale of OFA bonds. Historically the “OFA team” has worked together in a collaborative, coordinated, and cost-effective manner on OFA bond financings.

1.1 Background; Purpose

OFA is a public body created by the Oregon Legislature in 1989, as codified in Oregon Revised Statutes Chapter 289 (the “Act”). The law first became effective in October of 1989. The 1989 Legislative Assembly created OFA as a means of providing low-cost tax-exempt financing alternatives for qualified non-profit capital projects. Initially conceived as a vehicle for assisting Oregon non-profits in the financing of low-income housing, educational, and cultural facilities, the Legislature added non-profit health care institutions in 1991, pre-kindergarten through grade 12 non-profit and public schools in 2002, and 501(c) nonprofits not otherwise specified in the Act in 2007 as additional permitted financing categories. The seven members of OFA are appointed by the State Treasurer over staggered four-year terms.

Under the Act and in accordance with its administrative rules, OFA determines whether proposed projects are eligible for financing through OFA. Financing proceeds obtained through OFA must be used for facility or project development rather than for operational purposes. If OFA determines that a proposed project is eligible and merits financing under the Act, it formally recommends the financing to the State Treasurer. As the issuing agent for all State bonds, the State Treasurer is the sole final authority as to whether bonds are issued for a particular project.

OFA’s latest annual report for the fiscal year ending June 30, 2014 which sets forth in more detail OFA’s mission, operations, and financial position is available for your reference at the following website address:

www.ost.state.or.us/Divisions/DMD/OFA/Index.htm.

NOTE: The Scope of Work and Responsibilities needed by Treasury are further described in Exhibit A of Attachment B.

LIMITED OBLIGATION REVENUE BONDS

OFA serves as a conduit for the tax-exempt financing of non-profit projects that meet certain statutory and administrative criteria; it is not a source of funds for project financing. All bonds issued by the State Treasurer on behalf of OFA for specific projects must be repaid solely from revenues generated by the projects being financed or from other sources made available by the institution on whose behalf the bonds were sold. In no case is the credit of the State of Oregon (“State”) at risk nor is the State responsible for any expenses or costs incurred in connection with the issuance of OFA bonds.

Except for certain private placements to a limited number of sophisticated institutional investors, bonds issued to the public must be of investment grade quality. OFA rules allow for a waiver of these requirements. The State Treasurer has the power, whenever it is deemed appropriate, to also issue refunding bonds on behalf of participating non-profit entities.

EXECUTIVE DIRECTOR

The administrative affairs of OFA are handled by its Executive Director. The Executive Director is compensated under a personal services contract at a prescribed hourly rate for services actually performed and is entitled to be reimbursed for out-of-pocket costs incurred on behalf of OFA in the same manner as state executive employees.

Treasury oversees the actual sale of OFA’s bonds; OFA currently has no employed staff, nor does it have a permanent office for which it pays rent. This minimalist approach is consistent with Treasury’s and OFA’s desire to keep operating expenses to a minimum in order to provide financing to participating non-profits at the lowest possible cost.

The current Executive Director is Gwendolyn Griffith, a partner in the law firm of Tonkon Torp, LLP, who has served in this capacity since 2008. Based on past experience, the hours billable to OFA for the work of the Executive Director should approximate 440 hours per year. Meetings of OFA will be typically held on the second Monday of every month in 2016 unless OFA has no business before it to consider. Meetings of OFA in recent years have been held in the large conference room at the office of Tonkon Torp, LLP, in downtown Portland, Oregon

BONDING AUTHORITY/INCOME AND EXPENSES

The Oregon Legislature authorized up to \$950,000,000 for the 2015-2017 biennium in OFA bonding. OFA is self-sustaining; it receives no legislative appropriations. Its income primarily consists of fees paid by bond applicants and from fees paid by borrowers from bond proceeds at the time of closing. All monies and payments are handled by Treasury through an Interagency Agreement with OFA. Treasury also prepares OFA’s annual financial statements, which are incorporated into the State’s overall Comprehensive Annual Financial Report.

OPERATIONS

For the fiscal year ending June 30, 2014, OFA held eight board meetings and reviewed and recommended issuance of bonds to the State Treasurer’s office for nine projects. As of June 30, 2014, the bonds outstanding for the nine projects totaled \$375,922,104. During the 2014 fiscal year, OFA had income of \$315,363 and expenses of \$128,908 and a fund balance of \$201,867 as of the end of the fiscal year.

Neither Treasury nor OFA makes any representation or warranty of any nature with regard to the minimum or maximum number of financings or that financings will involve any minimum or maximum dollar amounts or hours of work performance.

1.2 Procurement Authority and Method

Treasury is conducting this RFP according to ORS 289 and ORS 279B.060.

1.3 Timelines

The contract resulting from this RFP (the “Contract”) is anticipated to be in effect by January 1, 2016 and be in effect through June 30, 2019. Treasury reserves the right to amend the resulting Contract for additional time or consideration or both contingent upon need and the availability of approved funding.

Anticipated Procurement Timetable

The following table provides the anticipated procurement timetable. Treasury reserves the right to modify the timetable at its sole discretion.

Solicitation Event	Date
Issuance of RFP	November 6, 2015
Questions regarding Proposal Due Date	November 12, 2015 12:00 PM PST
Protests Due Date	November 13, 2015 12:00 PM PST
Proposals Due Date	November 20, 2015 12:00 PM PST
Evaluations	November 20-30, 2015
Estimated Notice of Intent to Award	December 1, 2015
Estimated Contract Execution Date	January 1, 2016

1.4 Payment Provisions

Payments under the Contract will be made for completion of performance with Contract requirements.

2.0 PROPOSAL REQUIREMENTS

2.1 Mandatory Proposal Requirements

DUE DATE:
November 20, 2015 by 12:00 PM Pacific Time

DELIVERY ADDRESS:
**Oregon State Treasury
Attn: Connie Lelack
350 Winter Street NE, Suite 100, Salem, OR 97301**

Proposals must be delivered in a sealed envelope, which clearly identifies the RFP number, the RFP name, the contact person name, agency name and address, and the proposal closing time and date. Mis-deliveries and late submittals will not be accepted or considered. Proposals must be received at the delivery address by the required time. Postmarks will NOT be considered. Proposals that are e-mailed or faxed will NOT be considered.

One (1) original signed proposal by an authorized signer; three (3) copies, and one (1) electronic copy must be submitted. The proposal must not exceed sixteen (16) total pages; to be double-sided; 12 pt font; 1" margins, **excluding** Cover Sheet with References, Resumes, and Fees and Costs.

All proposals shall be valid for ninety (90) days from the RFP closing date.

All costs associated with Proposer's submission of its proposal are the sole responsibility of the Proposer and shall not be borne by the State of Oregon. All proposals submitted become public record.

Treasury will not be held responsible for any error or omissions from downloading the RFP. The official solicitation document is the one held at the Treasury.

Those proposals which are incomplete or which do not meet all requirements of the RFP, will be deemed by Treasury to be "non-responsive" and will be rejected and will not be evaluated by Treasury. Proposals considered complete, or "responsive," will be evaluated to determine if they comply with the administrative, contractual, and technical requirements of the RFP. If a proposal is unclear, the Proposer may be asked to provide written clarification to assist Treasury in determining the issue of the proposal's responsiveness.

2.1.1 Minimum Proposal Requirements

Proposer may use this section of minimum requirements as a checklist to ensure that its proposal meets minimum requirements:

- Proposal Cover Sheet with References:** (Not counted in the page limitation)
The proposal must include a completed, signed Proposal Cover Sheet and must provide three (3) professional references demonstrating experience within the last five (5) years in similar related work in bond financing and the related administrative duties thereof. (refer to Attachment A)
- Proposal:** (not to exceed sixteen (16) total pages, excluding Cover Sheet with References, Resumes, and Fees and Costs)
The Proposal must be organized in accordance with the list of scored criteria in Section 3.
 - Submit one (1) original signed proposal
 - Submit three (3) copies of the entire proposal
 - Submit one (1) electronic copy of the entire proposal

[1] Proposal Resumes: (Not counted in the page limitation)

The Proposal must include detailed resumes, including a short history of specific individuals identified who would be involved in providing services for OFA.

2.2 Electronic Submission

Electronic (email) proposal's will not be accepted.

2.3 RFP Questions

All inquiries relating to the RFP process, administration, deadline or award, or to the substantive technical portions of the RFP, must be directed to the Single Point of Contact ("SPOC") listed below.

All questions regarding the intent of the work or technical aspects of the work must be submitted in writing (mail or e-mail). When appropriate, revisions, substitutions, or clarifications shall be issued as addenda to this RFP. Revisions, substitutions or clarifications to the RFP shall **ONLY** be recognized if in the form of written addenda issued by Treasury. Treasury shall provide copies of any addenda to all known RFP recipients and advertise the response on the Oregon Procurement Information Network (ORPIN) and on the [Treasury website: http://www.oregon.gov/treasury/AboutTreasury/Pages/Requests-for-Proposals.aspx](http://www.oregon.gov/treasury/AboutTreasury/Pages/Requests-for-Proposals.aspx). Anyone who has received a copy of this RFP from somewhere else will only be alerted to the existence of any addenda by checking the ORPIN system or the [Treasury website](http://www.oregon.gov/treasury/AboutTreasury/Pages/Requests-for-Proposals.aspx).

Questions regarding this RFP will be accepted until 12:00 PM Pacific Time on November 12, 2015. Questions from and answers to any one proposer will be forwarded to all proposers (as soon as resolved and before the submission deadline), if such questions will clarify any part of this RFP.

Questions concerning this RFP and requests for additional information must be sent to the SPOC:

Connie Lelack, Chief Procurement Officer
Oregon State Treasury
350 Winter Street NE, Suite 100
Salem, OR 97301
Telephone: 503-378-2335
connie.lelack@ost.state.or.us

2.4 Solicitation Changes or Protests

A Proposer who believes the RFP specifications are unnecessarily restrictive or limit competition must submit its protest to the SPOC as listed in Section 2.3 of this RFP.

Requests for change or protests of solicitation specifications or contract provisions must be delivered in person or mailed and received by Treasury, in writing, no later than 12:00 PM Pacific Time on November 13, 2015. Requests for change or protests may NOT be e-mailed or faxed. No requests for change or protests of solicitation specifications or contract provisions shall be considered after the deadline stated above.

Such requests for change or protests must include the reasons for the request for change or protest and must specify any proposed changes to specifications or provisions. Envelopes containing requests for change or protests must be marked SOLICITATION SPECIFICATION REQUEST FOR CHANGE or CONTRACT PROVISION PROTEST, and must identify the RFP number and proposal closing time and date. Treasury reserves the right to amend the RFP, amend the proposal acceptance closing date, or deny the request or protest.

If Treasury deems it necessary to amend the RFP, an Addendum will be prepared and issued to all known RFP recipients. If so instructed in a particular Addendum, Proposers must sign and attach a copy of the Addendum to their proposal. If the Proposer has already submitted a proposal, the Proposer shall modify its proposal as set forth above. Treasury will provide copies of any Addendum to all known RFP recipients and advertise the response on

ORPIN and on the [Treasury website](#). Anyone who has received a copy of this RFP from somewhere else will only be alerted to the existence of any Addendum by checking ORPIN or the [Treasury website](#).

Unless a different date is set forth in the Addendum, a Proposer may submit a written request for change or protest to the Addendum by the close of Treasury's next business day after issuance of the Addendum, or up to the last day allowed to submit a request for change or protest, whichever date is later.

Proposals may be withdrawn at any time prior to the scheduled closing date for the receipt of proposals. Withdrawal can be accomplished by written notification on company letterhead signed by an authorized representative. This notice must be delivered in person or mailed. The notice may NOT be e-mailed or faxed. Treasury will not be responsible for any costs associated with returning withdrawn proposals. If the Proposer chooses to pick up the proposal in person, appropriate identification and the requisite notice must be presented before Treasury will release the proposal.

Modifications to previously submitted proposals which are made prior to the closing date for proposal acceptance will be considered by Treasury, if received prior to that scheduled closing date. Envelopes must be clearly marked "MODIFICATION" and specify the RFP number and the proposal closing time and date. Oral or telephone modifications or corrections will not be recognized or considered.

2.5 Minimum Qualifications

Proposers must have and clearly identify within their proposal previous experience within the last five (5) years in similar related work in bond financing and the related administrative duties thereof. The required references (see Attachment A) must reflect this experience.

Proposer must currently have, or demonstrate the ability to have upon contract execution, and must demonstrate the capacity to maintain during the Contract term, a physical office and business presence in the state of Oregon.

2.6 Interviews/Follow-up Questions

Treasury may conduct and score interviews/follow-up questions. If interviews/follow-up questions are conducted, they may be evaluated and scored based any on the following criteria:

- Understanding of Requested Services
- Management/Cost Effectiveness
- General Qualifications
- Capabilities
- Relevant Experience
- Proposer's Team and Their Qualifications

If interviews/follow-up questions are conducted, the following will apply:

- A minimum of 3 evaluators will score the interviews/follow-up questions;
- The interviews/follow-up questions will have a maximum score of 20 points.
- The number of Proposers selected for interviews/follow-up questions is at the sole discretion of treasury.
- Follow-up questions will typically be sent via e-mail to Proposer(s) as an alternative to face-to-face interviews. However, Treasury may conduct face-to-face interviews if determined necessary after conducting written follow-up questions.
- Interviews normally require physical attendance at Treasury's offices; however, Treasury may elect to conduct interviews via teleconference or video conference. Further details will be included with notification of time and date of interviews, if conducted.

3.0 SCORED CRITERIA

Scoring is based on the categories described below, and the Proposer must describe how it meets these criteria and any other requirements that may be specified in this RFP. A total of 100 maximum points are possible. If the proposal is unclear, Proposer may be asked to provide written clarification.

Proposal responses must be organized in the order and in accordance with the numbering of the below questions.

Each proposal will be evaluated based on the Proposer's qualifications and ability to perform the services described in Exhibit A of Attachment B. If a Proposer does not have the specific background or experience specified in one or more of the areas listed, the Proposer should indicate how that function would be accomplished if Proposer is selected as Executive Director.

Proposals will be evaluated against Proposer's responses to the questions below:

3.1 Business/Management Experience

35 points maximum

Please describe in detail your business, business location, and administrative and management experience, whether as an executive, manager, partner, or administrator of a business enterprise or public agency, or other position, which has prepared you for the role of Executive Director as described in Part II. Scope of Work and Responsibilities in the attached Exhibit A of Attachment B to this RFP. In addition, include information describing any experience you may have in the following areas:

- a) Experience with the structuring and sale of tax-exempt bond issues in the public market or the private placement of such bonds with commercial banks and institutional investors.
- b) Experience working with appointed or elected boards of directors, public or private, including experience in the development of board agenda packages, annual budget, policies and procedures, and other aspects of managing the day-to-day affairs of a board of directors, including the facilitation of strategic planning meetings and the creation of new board member orientation materials.
- c) Experience working with non-profit organizations that provide services in the areas of low-income housing, health care, education, social services and/or cultural activities.
- d) Experience in the management and operations of on-going business enterprises or public agency programs, including the development of any marketing materials to promote these enterprises or programs to the general public or specific target audiences.
- e) Experience testifying before a legislature and in developing procedures and rules through a state administrative rule process.

3.2 Backup and Support

25 points maximum

Describe the backup and support available to the Proposer by providing a description of:

- a) Individuals other than the Proposer who would be available to assist or provide backup support to the Proposer with regards to the activities listed in Section 3.1 of this RFP.
- b) Access to general support services (e.g., secretarial and word processing, administrative, copying, computers, filing and storage of OFA transaction materials, email, fax, delivery services, conference and public meeting facilities, telephone, multi-party communication, messages, etc.).

3.3 Professional References

10 points maximum

- a) Proposer must provide three (3) professional references demonstrating experience within the last five (5) years in similar related work in bond financing and the related administrative duties thereof. The references will be scored based on the following scoring criteria: Quality of work (25%), communication skills (25%), overall satisfaction with the Proposer's services (25%), depth of knowledge (25%).

The scores received from the references will be tabulated and provided to the evaluation committee.

3.4 Fees and Costs

30 points maximum

Please provide the following fees by classification for the services:

- a) Hourly rates and classifications. Hourly rates must include payroll expenses – hours/rate/title, Admin, Overhead, etc. for each member of the proposed team.
- b) Half-day rates per classification. Half-day rates must include the travel time and regular time to attend and participate in meetings, conferences, and events.
- c) Full-day rates per classification. Full-day rates must include the travel time and regular time to attend and participate in meetings, conferences, and events.

Provide all other costs or fees that Proposer anticipates charging OFA, including the costs of file storage and use of conference rooms and presentation equipment for OFA board meetings. Describe the nature of all anticipated costs and fees and the basis on which they will be billed.

Fees and Costs will be evaluated for reasonableness and competitiveness.

4.0 PROPOSAL EVALUATION

4.1 Evaluation Process

The selection process shall be administered in accordance with the authority and procedures in ORS 279B.060.

Proposals submitted will be reviewed to determine that all minimum requirements have been met. Proposals meeting those criteria will be forwarded to an evaluation committee for scoring against the evaluation criteria described in Section 3.0. The outcome of the evaluations may, at the Treasury's sole discretion, result in (a) a notice to a Proposer of selection for tentative Contract negotiation and possible award; or (b) an interview notice to selected Proposer(s) describing the interview process and date(s) of interview.

4.2 Pass/Fail Criteria

Each Proposal must comply with the following Pass/Fail criteria. Proposals not meeting ALL Pass/Fail criteria will be rejected, unless such failure is deemed immaterial at the sole discretion of the Treasury.

- Cover Sheet including References(refer to **Attachment A**)
- One (1) original signed Proposal
- Three (3) copies of the Proposal
- One (1) electronic copy of the Proposal
- Proposal deadline met
- Meets minimum qualifications
- Proposal does not include conditional language

4.3 Evaluation Criteria

Each proposal must clearly address minimum proposal requirements and all scored criteria.

4.4 Notice of Intent to Award

Proposers will be notified in writing of Treasury's intent to award, as well as be posted on ORPIN and the Treasury website.

An unsuccessful Proposer may protest the selection process, proposal award, or if applicable, rejection of their proposal. The protest must be in writing delivered in person or by mail, and must be received at the address set forth above, within seven (7) calendar days of written notification date of the pending award to another Proposer, or notice of proposal rejection. The protest may NOT be e-mailed or faxed. The protest must state with clarity the issue protested, and the rationale and basis for such protest. The envelope containing the protest MUST be marked

PROTEST, and MUST identify the RFP number and the closing time and date for acceptance of proposals, as well as the Treasury SPOC, and address as listed in Section 2.3 of this RFP.

4.5 Negotiations

Treasury will negotiate, in the best interest of the State, the statement of work, costs, and any provision(s) Treasury has indicated in the RFP or any Addenda it will negotiate with the top ranked Proposer. Treasury may, either orally or in writing, formally terminate negotiations with the highest ranked Proposer if Treasury and Proposer are unable for any reason to reach agreement on a Contract within a reasonable amount of time. Treasury may thereafter negotiate with the second ranked Proposer, and if necessary, with the third ranked Proposer, and so on until negotiations result in a Contract. If negotiations with any Proposer do not result in a Contract within a reasonable amount of time (as determined in the sole discretion of Treasury), Treasury may end this solicitation. Treasury, in its sole discretion, may proceed with a new solicitation for the same services or consider any other options available under the applicable rules, laws, and policies.

5.0 GENERAL SOLICITATION TERMS

- 5.1 Treasury may require clarification to understand any of the selected Proposer's scored criteria. Any necessary clarifications or modifications will be made before executing the Contract and may become part of the final Contract.
- 5.2 Treasury reserves the sole right and option to amend the Contract, which results from this RFP. Contract amendments may be for increases in time or, consideration, or for changes within the Statement of Work, or any combination thereof and shall occur only upon mutual consent and signature by all parties to the Contract. All amendments shall be in writing and shall conform to the amendment process.
- 5.3 By submitting a proposal to this RFP, Proposer shall accept all terms and conditions of Attachment B, Sample Personal Services Contract. Treasury reserves the right to negotiate the services, fees and costs, and insurance requirements in its sole discretion.
- 5.4 Insurance requirements for this Contract are set forth in Exhibit B of Attachment B. Contractor shall be required to provide certificates of insurance and any applicable endorsements to Treasury, upon request, prior to execution of the Contract.
- 5.5 ORS 60.701 requires that foreign corporations be registered by the State of Oregon, Office of the Secretary of State, before conducting business in the state. A foreign corporation (ORS 60.001) means a corporation-for-profit incorporated under a law other than the law of the State of Oregon. If a firm is selected for the Contract as a result of this solicitation they must register to do business in Oregon.
- 5.6 Treasury reserves the right, at its sole discretion: (1) to amend the RFP prior to the closing date (2) to amend the deadline for submitting proposals; (3) to determine whether a proposal does or does not substantially comply with the requirements of this RFP; (4) to waive any minor irregularity, informality, or nonconformance with this RFP; (5) to obtain from and/or provide to other public agencies, upon request, references, regarding the Proposer's contract performance; (6) at any time prior to Contract execution (including after announcement of the apparent awardee): (a) to reject any proposal that fails to substantially comply with all prescribed RFP procedures and requirements; and (b) to reject all proposals received and cancel this RFP upon a finding by Treasury that there is good cause and that such cancellation would be in the best interests of the State; (7) seek clarification on any or all proposals; and (8) negotiate the final description of work tasks, deliverables, pricing and specific terms and conditions of the sample Contract within the scope of what is advertised here for inclusion in the resulting Contract.
- 5.7 This RFP and one copy of each original response received, together with a copy of all documents pertaining to the award of the Contract, shall be kept by Treasury and made a part of a file or records, which shall be open to public inspection. If a proposal contains any information that is considered a trade secret under ORS 192.501 (2), each sheet (or applicable portion of a sheet) of such information must be marked with the following legend:

“This Contract constitutes a trade secret under ORS 192.501 (2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” ORS 192.501 (2). Therefore, non-disclosure of documents or any portion of a document submitted as part of a proposal may depend upon official or judicial determination made pursuant to the Public Records Law.

If a proposal contains any information that may be considered exempt from disclosure under the various grounds specified in Oregon Public Records Law, ORS 192.430 through 192.505, the Proposer must clearly designate any portion of its proposal it considers to be exempt, along with a citation to the authority relied upon. Application of the Oregon Public Records Law shall determine whether any record is actually exempt from disclosure. Identifying a proposal in whole as exempt from disclosure is not acceptable. Failure to identify a portion of the proposal as exempt from disclosure, and the authority used, shall be deemed a waiver of any future claim of non-disclosure of that record.

- 5.8 Treasury considers the Contractor responsible for any and all contractual matters, including performance of work and the stated deliverables, and the Contractor will be responsible for all services outlined and finalized in the Contract, whether the Contractor, a representative or subcontractor produces them.
- 5.9 In accordance with the 2003 Oregon Sustainability Executive Order and ORS 279A.125, Proposers must use recyclable products to the maximum extent economically feasible in the performance of the Contract work set forth in this RFP.
- 5.10 The cost, statement of work of the project and any terms and conditions as noted above in section 5.11, may be negotiated, within the overall intent described in this RFP, with the selected Proposer. If negotiations are not successful and a Contract is not executed within 60 days, Treasury may either: (a) terminate negotiations with the top selection and begin negotiations with the next highest ranked Proposer, (b) cancel the solicitation, or (c) continue negotiations with the highest ranked Proposer.
- 5.11 Proposers submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. For Proposers that do not submit a notice of withdrawal or another best and final offer, their immediate previous offer will be construed as their best and final offer. Negotiations may be conducted with responsible Proposers who submit proposals found to be reasonably likely to be selected for award.

**ATTACHMENT A
RFP #170-1045-15
COVER SHEET**

Legal Entity name: _____

DBA: _____

Mailing Address: _____

State of incorporation: _____

Oregon Secretary of State Business Registry No. _____ (if applicable)

Oregon Resident proposer: Yes No

Within the past 5 years, has Proposer been a party to a dispute with any customer in an administrative or civil judicial proceeding relative to the scope of this RFP? Yes No If yes, please attach explanation.

Is Proposer currently in violation of any regulatory agency rules? Yes No If yes, please attach an explanation as to why the violation does or does not have a material adverse effect on the ability of the Proposer to perform these services identified in this RFP.

Proposer meets section 2.5 Minimum Qualifications:

1. Has five (5) years or more experience in similar related work in bond financing and the related administrative duties thereof. Yes No
2. Currently has, or has ability to obtain, a physical office and business presence in the state of Oregon? Yes No

Proposer Name: _____

- accepts all the terms and conditions contained in Request for Proposals #170-1045-15 and Attachment B (sample Contract);
- certifies to having a formal Affirmative Action policy;
- is an equal employment opportunity employer;
- is an individual or legal entity and is authorized to enter into a Contract.
- is currently or will be authorized to do business in the State of Oregon at the time of Contract award;
- if the Proposer is a legal entity, the undersigned has the authority to represent the entity and answer questions or provide clarification concerning the proposal.

Signature of authorized representative Date

Print name of authorized representative Title

Project Manager

Contact Person _____ Title _____

Telephone # _____ Fax# _____

Email address _____

Cover Sheet cont.

Provide at least three references with telephone numbers (please verify numbers):

<p><u>REFERENCE No. 1:</u> Organization Name: _____ Their Contact Person: _____ Description of Work: _____ _____ _____</p>	<p>Telephone: _____ Email: _____ Dates of Services: _____</p>
<p><u>REFERENCE No. 2:</u> Organization Name: _____ Their Contact Person: _____ Description of Work: _____ _____ _____</p>	<p>Telephone: _____ Email: _____ Dates of Services: _____</p>
<p><u>REFERENCE No. 3:</u> Organization Name: _____ Their Contact Person: _____ Description of Work: _____ _____ _____</p>	<p>Telephone: _____ Email: _____ Dates of Services: _____</p>

ATTACHMENT B –SAMPLE PERSONAL SERVICES CONTRACT



STATE OF OREGON OFFICE OF THE STATE TREASURER PERSONAL SERVICES CONTRACT

This Personal Services Contract No. _____ is between the State of Oregon, acting by and through the Office of the State Treasurer, hereafter called “Treasury”, _____, a _____, hereafter “Contractor”, and the Oregon Facilities Authority, hereafter called “Authority” (Treasury and the Authority sometimes referred to collectively or individually without distinction as the “State”).

For good and sufficient consideration, including the terms and conditions herein, the parties agree as follows:

1. Effective Date and Duration. This Contract shall become effective on the date this Contract has been signed by every party hereto and, when required, approved by the Department of Justice. Unless terminated or extended, this Contract shall expire when Treasury accepts Contractor’s completed performance or on _____, whichever date occurs first. The term of this Contract may be extended for additional periods by execution of a written amendment extending the termination date of this Contract. Expiration shall not extinguish or prejudice the State’s right to enforce this Contract with respect to any breach of a Contractor warranty or any default or defect in Contractor performance that has not been cured.

2. Statement of Work. The statement of work (the “Work”), including the delivery schedule for such Work, is contained in Exhibit A attached and incorporated by reference into this Contract. Contractor agrees to perform the Work in accordance with the terms and conditions of this Contract. Notwithstanding any other provision of this Contract, Contractor shall not have the power to bind the Authority or Treasury, contractually or otherwise, except with respect to ordering necessary supplies, communication services, and miscellaneous non-professional services, without the express written authorization of the Authority or Treasury, respectively.

3. Consideration.

a. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$_____. Treasury will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work, and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

b. Interim payments to Contractor shall be subject to ORS 293.462, and shall be made in accordance with the requirements in Exhibit A.

c. Treasury will pay only for completed Work that is accepted by Treasury.

d. Contractor shall submit monthly invoices to the Authority with a copy to Treasury’s Contract Administrator for Work performed. The invoices shall describe all Work performed with particularity and by whom it was performed and shall itemize and explain all expenses that this Contract requires the Authority to pay and for which Contractor claims reimbursement. Each invoice also shall include the total amount invoiced to date by Contractor prior to the current invoice. Contractor will specifically note in the appropriate invoice when it has requested payment for one-third and two-thirds of the maximum, not-to-exceed compensation.

e. Contractor acknowledges and agrees that the amount due hereunder is payable by the Authority only and is limited to funds available in the Oregon Facilities Authority Account.

4. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence: this Contract less all exhibits, attached Exhibit A (Statement of Work) and Exhibit B (Insurance Requirements) which are incorporated herein by this reference.

5. Independent Contractor; Responsibility for Taxes and Withholding.

a. Contractor shall perform all Work as an independent contractor. The State reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product, however, the State may not 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 Work.

b. If Contractor is currently performing work for the State of Oregon or the federal government, Contractor by signature to this Contract, represents and warrants that: Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no statutes, rules or regulations of the state or federal agency for which Contractor currently performs work would prohibit Contractor's Work under this Contract.

c. It is the intent of the parties that when performing Contractor's functions as Executive Director of the Authority, Contractor shall be regarded as an "agent" of the State of Oregon, as that term is used in ORS 30.265, solely for the purposes of the Oregon Tort Claims Act (OTCA), and as such shall have the benefit of and be subject to the OTCA. Notwithstanding the preceding sentence, the State of Oregon does not represent or warrant that a court of competent jurisdiction will determine that Contractor is an actual agent of the State of Oregon. Contractor agrees that the State of Oregon shall not be liable for any damages under this Contract for any claim (whether in contract or in tort) arising out of or related to a court determination that Contractor is not an agent of the State of Oregon.

d. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, Treasury will not withhold from such compensation or payments any amount(s) 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.

6. Subcontracts and Assignment; Successors and Assigns.

a. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract, without Treasury's prior written consent. In addition to any other provisions Treasury may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by Sections 5, 6, 7, 9, 10, 11, 15, 16, 19, and 25 of this Contract as if the subcontractor were the Contractor. Treasury's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

b. 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.

c. Contractor shall not assign, delegate or transfer any of its rights or obligations under this Contract without Treasury's prior written consent.

7. No Third Party Beneficiaries. Treasury, the Authority, 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.

8. Funds Available and Authorized; Payments.

a. Contractor shall not be compensated for Work performed under this Contract by any other agency or department of the State of Oregon. Contractor understands and agrees that State's payment of amounts under this Contract is contingent on (i) the Authority and the Oregon Facilities Authority Account receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow the Authority, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract and (ii) the availability of funds in the Oregon Facilities Authority Account to make such payments.

b. The Authority will only pay for completed work that is accepted by the Authority.

9. Representations and Warranties.

a. Contractor's Representations and Warranties. Contractor represents and warrants to the State that (1) Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms and will not violate: (i) any provision of the charter documents of Contractor, (ii) any state law or judgment, decree, order, regulation or rule of any court, or governmental authority applicable to Contractor, or (iii) any agreement to which Contractor is bound which violation would result in a material adverse effect on the business and financial condition of Contractor, (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with professional standards, (4) the personnel of Contractor that are responsible for discharging Contractor's duties and obligations under this Contract are individuals experienced in the performance of the Work contemplated under this Contract and shall, at all times during the term of this Contract, be qualified, professionally competent, and shall have completed, obtained and performed all registrations, filings, approvals, authorizations, consents, examinations or licensing required by any governmental authority to perform the Work, (5) there are no (i) actions, (ii) proceedings or (iii) investigations by any state or federal regulatory authority pending, or to Contractor's knowledge threatened, against Contractor (A) that could have a material adverse effect on the business and financial condition of Contractor or its ability to perform the Work or (B) that claim or allege fraud or misrepresentation by Contractor or its officers, directors or partners, including its Key Personnel, nor has Contractor, or any of its officers, directors or partners, including its Key Personnel, been found liable under or guilty of any claims of fraud or misrepresentation, and (6) any software products delivered under this Contract that process dates or date-related data shall recognize, store, and transmit date data in a format that explicitly and unambiguously specifies the correct century.

b. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

10. Ownership of Work Product.

a. Definitions. As used in this Section 10, and elsewhere in this Agreement, the following terms have the meanings set forth below:

(i) “Contractor Intellectual Property” means any intellectual property owned by Contractor and developed independently from the Work.

(ii) “Third Party Intellectual Property” means any intellectual property owned by parties other than the State or Contractor.

(iii) “Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Contractor is required to deliver to the Authority pursuant to the Work.

b. Original Works. All Work Product created by Contractor pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of the State. The State and Contractor agree that such original works of authorship are “work made for hire” of which the State is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Work is not “work made for hire,” Contractor hereby irrevocably assigns to the State any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon the State’s reasonable request, Contractor shall execute such further documents and instruments necessary to fully vest such rights in the State. Contractor forever waives any and all rights relating to original Work Product created pursuant to the Work, 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.

In the event that Work Product 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 the State 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 Work Product, and to authorize others to do the same on the State’s behalf.

In the event that Work Product created by Contractor under this Agreement 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 State’s behalf and in the name of the State 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 Work Product, and to authorize others to do the same on the State’s behalf.

c. Contractor Intellectual Property. In the event that Work Product is Contractor Intellectual Property Contractor hereby grants to the State 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 the State’s behalf.

d. Third Party Works. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the State’s behalf and in the name of the State, 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 the State’s behalf.

11. Indemnity.

a. GENERAL INDEMNITY. TO THE EXTENT OUTSIDE THE SCOPE OF THE OREGON TORT CLAIMS ACT, CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON, THE AUTHORITY AND TREASURY AND THEIR OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF CONTRACTOR OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.

b. INDEMNITY FOR INFRINGEMENT CLAIMS. WITHOUT LIMITING THE GENERALITY OF SECTION 11.a, CONTRACTOR EXPRESSLY AGREES TO DEFEND, INDEMNIFY, AND HOLD TREASURY, THE AUTHORITY, THE STATE OF OREGON AND THEIR AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, LOSSES, LIABILITIES, COSTS, EXPENSES, INCLUDING ATTORNEYS FEES, AND DAMAGES ARISING OUT OF OR RELATED TO ANY CLAIMS THAT THE WORK, THE WORK PRODUCT OR ANY OTHER TANGIBLE OR INTANGIBLE ITEMS DELIVERED TO THE STATE BY CONTRACTOR THAT MAY BE THE SUBJECT OF PROTECTION UNDER ANY STATE OR FEDERAL INTELLECTUAL PROPERTY LAW OR DOCTRINE, OR THE STATE’S USE THEREOF, INFRINGES ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, TRADE DRESS, MASK WORK, UTILITY DESIGN, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY; PROVIDED, THAT STATE SHALL PROVIDE CONTRACTOR WITH PROMPT WRITTEN NOTICE OF ANY INFRINGEMENT CLAIM.

c. CONTROL OF DEFENSE AND SETTLEMENT. CONTRACTOR SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IS SUBJECT TO SECTIONS 11.a OR 11.b; 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 FIRST RECEIVING FROM THE OREGON ATTORNEY GENERAL, IN A FORM AND MANNER DETERMINED APPROPRIATE BY THE ATTORNEY GENERAL, AUTHORITY TO ACT AS LEGAL COUNSEL FOR THE STATE OF OREGON, 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, OR IS NOT ADEQUATELY DEFENDING THE STATE OF OREGON'S INTERESTS, OR THAT AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE AND THE STATE OF OREGON DESIRES TO ASSUME ITS OWN DEFENSE.

12. Insurance. Contractor shall provide insurance as indicated on Exhibit B, attached hereto and by this reference made a part hereof.

13. Default; Remedies; Termination.

a. Default by Contractor. Contractor shall be in default under this Agreement if:

(i) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

(ii) Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under the Contract and Contractor has not obtained such license or certificate within fourteen (14) calendar days after State's notice or such longer period as State may specify in such notice; or

(iii) Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform the Work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after State's notice, or such longer period as State may specify in such notice; or

(iv) Contractor's representations and covenants regarding compliance with "Oregon Tax Laws" as set forth in Section 29 of this Agreement are false or become false because Contractor fails to comply with any Oregon Tax Laws during the term of this Agreement.

b. State's Remedies for Contractor's Default. In the event Contractor is in default under Section 13.a, State may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

(i) termination of this Agreement under Section 13.e(ii);

(ii) withholding all monies due for Work and Work Products that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;

(iii) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;

(iv) exercise of its right of setoff.

These remedies are cumulative to the extent the remedies are not inconsistent, and State may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Contractor was not in default under Sections 13.a, then Contractor shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 13.e(i).

c. Default by State. State shall be in default under this Agreement if:

(i) State fails to pay Contractor any amount pursuant to the terms of this Agreement, and State fails to cure such failure within thirty (30) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice; or

(ii) State commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within thirty (30) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

d. Contractor's Remedies for State's Default. In the event State terminates the Agreement under Section 13.e(i), or in the event State is in default under Section 13.c and whether or not Contractor elects to exercise its right to terminate the Agreement under Section 13.e(iii), Contractor's sole monetary remedy shall be (a) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Agreement but not yet billed, authorized expenses incurred and interest within the limits permitted under ORS 293.462, and (b) with respect to deliverable-based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by the Authority, less previous amounts paid and any claim(s) that State has against Contractor. In no event shall State be liable to Contractor for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section 13.d, Contractor shall pay immediately any excess to State upon written demand provided in accordance with Section 20.

e. Termination.

(i) State's Right to Terminate at its Discretion. At its sole discretion, State may terminate this Agreement:

(A) For its convenience upon thirty (30) days' prior written notice by State to Contractor;

(B) Immediately upon written notice if the Authority or the Oregon Facilities Authority Account fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Work or Work Products; or

(C) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the State's purchase of the Work or Work Products under this Contract is prohibited or State is prohibited from paying for such Work or Work Products from the planned funding source.

(ii) State's Right to Terminate for Cause. In addition to any other rights and remedies State may have under this Agreement, State may terminate this Agreement immediately upon written notice by State to Contractor, or at such later date as State may establish in such notice, or upon expiration of the time period and with such notice as provided in Section 13.e(ii)(B) and 13.e(ii)(C) below, upon the occurrence of any of the following events:

(A) Contractor is in default under Section 13.a(i) because Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;

(B) Contractor is in default under Section 13.a(ii) because Contractor no longer holds a license or certificate that is required for it to perform services under the Agreement and Contractor has not obtained such license or certificate within fourteen (14) calendar days after State's notice or such longer period as State may specify in such notice; or

(C) Contractor is in default under Section 13.a(iii) because Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after State's notice, or such longer period as State may specify in such notice.

(iii) Contractor's Right to Terminate for Cause. Contractor may terminate this Agreement with such written notice to Treasury and the Authority as provided in Sections 13.e(iii)(A) and 13.e(iii)(B) below, or at such later date as Contractor may establish in such notice, upon the occurrence of the following events:

(A) State is in default under Section 13.c(i) because the Authority fails to pay Contractor any amount pursuant to the terms of this Agreement, and the Authority fails to cure such failure within thirty (30) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice; or

(B) State is in default under Section 13.c(ii) because State commits any material breach or default of any covenant, warranty, or obligation under this Agreement, fails to perform its commitments hereunder within the time specified or any extension thereof, and State fails to cure such failure within thirty (30) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

(iv) Return of Property. Upon termination of this Agreement for any reason whatsoever, Contractor shall immediately deliver to the Contract Administrator all of State's property (including without limitation any Work or Work Products for which the Authority has made payment in whole or in part) that is in the possession or under the control of Contractor in whatever stage of development and form of recordation such property is expressed or embodied at that time. Upon receiving a notice of termination of this Agreement, Contractor shall immediately cease all activities under this Agreement, unless State expressly directs otherwise in such notice of termination. Upon State's request, Contractor shall surrender to the Contract Administrator or anyone State designates, all documents, research or objects or other tangible things needed to complete the Work and the Work Products.

f. Contractor's Tender Upon Termination. Upon receiving a notice of termination of this Agreement, Contractor shall immediately cease all activities under this Agreement, unless State expressly directs otherwise in such notice of termination.

14. Records Maintenance; Access. Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that Treasury and the Oregon Secretary of State's Office and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Unless instructed otherwise by Treasury's Contract Administrator, Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later. Upon written instruction from Treasury's Contract Administrator, Contractor shall not retain, but will return to Treasury or destroy, any of the foregoing materials specifically designated by the Contract Administrator for return or destruction.

15. Compliance with Applicable Law. 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. The State's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 which are incorporated by reference herein. Contractor shall, to the maximum extent economically feasible in the performance of this 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 products (as "recycled product" is defined in ORS 279A.010(1)(gg)).

16. 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 Work under this Contract in the State of Oregon prior to entering into this Contract.

17. Force Majeure. Neither State nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of the State or Contractor, respectively. 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.

18. Survival. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 1, 7, 8, 9, 10, 11, 12, 13, 15, 18, 23, and 26.

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

20. Notice. Except as otherwise expressly provided in this Contract, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, electronic mail or mailing the same, postage prepaid, to Contractor or Treasury at the address, number or e-mail address set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 20. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any notice delivered by facsimile or electronic mail shall be deemed to be given on the day when receipt of the transmission is generated by the transmitting machine, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against Treasury, such facsimile or electronic transmission must be confirmed by telephone notice to the Contract Administrator. Any notice by personal delivery shall be deemed to be given when actually delivered.

21. 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 the Contract did not contain the particular term or provision held to be invalid.

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

23. Governing Law; Venue; Consent to Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Treasury or the Authority (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 Agent or the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

24. Confidentiality.

a. At all times during the term of this Contract and thereafter, Contractor shall maintain strict confidentiality with respect to any and all information of a confidential, proprietary or secret nature that Contractor, in the course of performance of the Work, has in its possession, including but not limited to information relating to the State of Oregon or local governments' financial, accounting, investment, and information technology matters, and the security measures or mechanisms used to protect such information ("Confidential Information."). All such information is confidential and Contractor shall hold such information using at least the same degree of care as it uses in maintaining the confidentiality of its own information of a similar nature.

Unless permitted by Treasury in writing or required by law, Contractor shall not disclose any Confidential Information, directly or indirectly, to any party, its counsel or any representatives, or use it in any way, except as provided in this Contract or as required to perform the Work. Any disclosure of Confidential Information contrary to this provision will constitute a material breach of this Contract and a violation of the standard of care to be exercised by Contractor hereunder.

b. The foregoing restrictions shall not apply to Confidential Information that (i) was lawfully in the possession of Contractor without an obligation of confidentiality prior to disclosure of the information by the State, (ii) was, or at any time becomes, available in the public domain other than through a violation of this Contract, (iii) was independently developed by Contractor; or (iv) is disclosed pursuant to an order to do so by a court issued subpoena or similar court order

25. Non-Disclosure Agreements. The Contract Administrator must approve access to any information technology or network of Treasury before any Contractor personnel are granted access to the Treasury's network or any single system therein. The Contract Administrator may condition approval of access to the network upon execution of a Non-Disclosure Agreement in a form satisfactory to the Contract Administrator.

26. Merger Clause; Waiver. 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. No waiver, consent, modification or change of terms of this Contract shall bind all parties unless in writing and signed by both parties and all necessary State 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. The failure of the State to enforce any provision of this Contract shall not constitute a waiver by the State of that or any other provision.

27. Oregon False Claims Act.

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

b. Without limiting the generality of the foregoing, Contractor represents and warrants that:

- i. Contractor's representations, certifications, and other undertakings in this Contract are not False Claims Act Violations; and
- ii. None of Contractor's performance under this Contract, including but not limited to any invoices, reports, or other deliverables in connection with its performance of this Contract, will constitute False Claims Act Violations.

c. For purposes of this Section 27., a "False Claims Act Violation" means a false claim as defined by ORS 180.750(2) or anything prohibited by ORS 180.755.

d. Contractor shall immediately report in writing, to Treasury, any credible evidence that a principal, employee, agent, subcontractor, subgrantee, or other person has made a false claim or committed a prohibited act under the Oregon False Claims Act, or has committed a criminal or civil violation of laws pertaining to fraud, bribery, gratuity, conflict of interest, or similar misconduct in connection with this Contract or any moneys paid under this Contract.

e. Contractor understands and agrees that any remedy that may be available under the Oregon False Claims Act shall be in addition to any other remedy available to the State under any other provision of law, or this Contract.

28. Amendments. The State may amend this Contract to the extent permitted by applicable statutes and administrative rules to, among other revisions, extend its term or modify the compensation, delete services or add any services that are within the scope of work or any combination of the foregoing. The parties may not waive, supplemented or amended the terms of the Contract, in any manner whatsoever, except by written amendment signed by all parties and for which all necessary State of Oregon approvals have been obtained.

29. Key Person. Contractor acknowledges and agrees that the State selected Contractor, and is entering into this Contract, because of the special qualifications of Contractor's key people. In particular, the State through this Contract is engaging the expertise, experience, judgment, and personal attention of _____ (collectively as "key person"); provided however that the parties understand and agree that the Work under this Contract will be done by _____ only when _____ is unavailable. Contractor's key person shall not delegate performance of the management powers and responsibilities he/she is required to provide under this Contract to another (other) Contractor employee(s), except to _____ (each a "Delegate"); provided, however, that a Delegate shall not perform services hereunder without the prior written consent of the Authority and the State's Contract Administrator. Further, Contractor shall not re-assign or transfer the key person to other duties or positions such that the key person is no longer available to provide the State with his/her expertise, experience, judgment, and personal attention, without first obtaining the prior written consent of the Authority and the State's Contract Administrator to such re-assignment or transfer. In the event Contractor requests that the Authority and State's Contract Administrator approve a re-assignment or transfer of the key person, the Authority and State's

Contract Administrator shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the key person.

30. Certifications and Signature of Contractor's Authorized Representative.

THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF CONTRACTOR.

The undersigned certifies under penalty of perjury both individually and on behalf of Contractor that:

A. The undersigned is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor;

B. By signature on this Agreement for Contractor, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 local taxes administered by the Department of Revenue under ORS 305.620 and all applicable tax laws of any political subdivision of this state.

C. To the best of the undersigned's knowledge, Contractor has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.

D. Contractor and Contractor's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>; and

E. Contractor is bound by and will comply with all requirements, terms and conditions contained in this Contract.

CONTRACTORS: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

Contractor (print Legal Entity name): _____

DBA (if any) _____

Authorized Signature: _____ Date: _____

By (print name): _____ Title: _____

Contractor Address: _____

Contact Telephone Number: _____ FID #: _____

Contact E-Mail Address: _____

31. Signature of State's Authorized Representative.

State of Oregon acting by and through
Office of the State Treasurer
350 Winter Street NE Suite 100
Salem, OR 97301

Authorized Signature: _____
Darren Bond, Deputy Treasurer, or designee Date

Treasury Contract Administrator:
Telephone Number:
E-Mail Address: @ost.state.or.us

State of Oregon acting by and through
The Oregon Facilities Authority

Authorized Signature: _____ Date: _____

By (print name): _____ Title: _____

Contact Telephone Number: _____ FID #: _____

Contact E-Mail Address: _____

DEPARTMENT OF JUSTICE

Approved by: _____, Senior Assistant Attorney General via email on ____

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EXHIBIT A STATEMENT OF WORK

Part I. General Information.

The Authority is a public body created by the Oregon Legislature in 1989, as codified in Oregon Revised Statutes Chapter 289 (the "Act"). The law first became effective in October of 1989. The 1989 Legislative Assembly created the Authority as a means of providing low-cost tax-exempt financing alternatives for qualified non-profit capital projects. Initially conceived as a vehicle for assisting Oregon non-profits in the financing of low-income housing, educational, and cultural facilities, the Legislature added non-profit health care institutions in 1991, pre-kindergarten through grade 12 non-profit and public schools in 2002, and 501(c) nonprofits not otherwise specified in the Act in 2007 as additional permitted financing categories. The seven members of the Authority are appointed by the State Treasurer over staggered four-year terms.

Under the Act and in accordance with its administrative rules, the Authority determines whether proposed projects are eligible for financing through the Authority. Financing proceeds obtained through the Authority must be used for facility or project development rather than for operational purposes. If the Authority determines that a proposed project is eligible and merits financing under the Act, it formally recommends the financing to the State Treasurer. As the issuing agent for all State bonds, the State Treasurer is the sole final authority as to whether bonds are issued for a particular project.

Part II. Scope of Work and Responsibilities.

The Contractor, in performing its duties as the Executive Director to the Authority, shall provide the following services including, but are not limited to:

- (1) Administration. Serve as the chief administrative officer and spokesperson of the Authority in meetings and presentations before various public officials and public bodies. Coordinate communications and take appropriate action with: (i) members of the Authority; (ii) the State Treasurer's office; (iii) bond counsel, financial advisor and trustee selected by the State Treasurer; (iv) Attorney General's office; (v) applicants and prospective applicants for Authority funding; (vi) media; (vii) the Oregon Legislature and other public bodies and agencies; and (viii) the public generally.
- (2) Financial Management. Maintain all financial records and documents related to outstanding indebtedness of the Authority; coordinate semi-annual debt verification reporting to Treasury in conjunction with the trustee; maintain records related to compliance with federal tax laws and private activity bond allocations. Assist in the development and writing of the annual financial report prepared by Treasury and widely distribute the final report.
- (3) Applications for Bonding. Evaluate, analyze, advise, and process applicant filings; monitor continuous progress on applications in process for the Authority members and coordinate the same with the State Treasurer's office, applicant, bond counsel and financial advisor. Review and comment on transaction documents to ensure compliance with Authority rules and procedures. Schedule and hold the Tax Equity and Financial Responsibility Act (TEFRA) hearings required by the Internal Revenue Code for tax-exempt bond financings. In conjunction with bond counsel and financial advisor, make recommendations to the Authority with regard to the strengths and weaknesses of projects under consideration for financing.
- (4) Meetings. Schedule and coordinate Authority meetings; give appropriate public notice; prepare meeting agenda book with appropriate legal and financial documents; prepare minutes of meetings; conduct post-meeting follow-up with the State Treasurer's office, applicants and others regarding actions taken by the Authority.
- (5) Legislation/Rules/Board Operations and Processes. Facilitate the Authority's efforts to analyze and evaluate its goals, objectives, priorities, administrative rules, processes, procedures and standards, and criteria of eligibility for financing. Maintain and update, as needed, Authority policies and procedures regarding board operations. Maintain and update, as needed, orientation materials for new Authority members. Assist, where appropriate, in the development of legislation and administrative rule changes relating to the Authority and its program and operations.
- (6) Outreach and Marketing. Provide information to and make presentations before individuals, entities, or groups who may be eligible for or have an interest in Authority financing. Maintain and develop, as needed, marketing materials regarding the Authority and its programs for public distribution.
- (7) Support. Provide the necessary administrative and support services to carry out the on-going operations of the Authority. Contractor shall provide for a dedicated phone line for the Authority.
- (8) National Associations. Monitor and participate in national associations relating to the tax-exempt bond financing of non-profit projects that the Authority is authorized to finance.

(9) General Advice. Advise the Authority members generally with regard to all non-legal matters relating to the Authority's on-going operations and programs.

Part III. Special Considerations.

Reserved.

Part IV. Payment Provisions.

- A. The compensation for Work accomplished under this Contract shall not exceed a maximum of \$_____. Contractor agrees to perform all services on the basis of the fees and costs set forth below:
- B. Payments may be made to Contractor over the period of the Contract upon receipt of the Contractor's detailed billing statement. The State reserves the right to request, in writing, full itemization and receipts for, but not limited to, any or all labor and/or direct costs billed by the Contractor. Contractor shall provide receipts within five (5) business days of request. Payment shall not be released until all requested receipts have been received from the Contractor. All invoices and other forms of claims for payment must be submitted no more than once per month ATTN: Oregon State Treasury, 350 Winter Street NE Suite 100, Salem, OR 97301-3896 or emailed to ost.accounting@ost.state.or.us. Failure to present claims in proper form within 60 days after the end of the month in which the work is performed shall constitute a waiver on the part of Contractor to present such claim thereafter or to receive payment therefore. Any overdue payments by the Authority for an approved billing statement shall be in accordance with ORS 293.462.
- C. Contractor shall complete all Work as defined in this Exhibit A to the satisfaction of Treasury and the Authority. If Contractor's fees and expenses have reached the maximum compensation allowed under Section 3(a) of the Contract, but the Work and Work Products are not complete or are not satisfactory, Contractor shall complete the Work to the Treasury's and the Authority's satisfaction without further compensation. Treasury may, by written amendment to the Contract, increase the maximum compensation payable under this Contract for any substantial, approved increase in the scope, character, schedule or complexity of services as outlined in this Exhibit A. Contractor may petition Treasury for such an amendment, or Treasury may initiate the action on its own. Any amendment must receive all necessary State approvals prior to commencement of any such work by the Contractor.
- D. The Authority reserves the right to withhold final payment equal to ten percent (10%) of the total Contract amount until all required Work is completed and accepted by the Authority.
- E. The Authority shall make final payment of any balance due Contractor promptly upon verification of completion and acceptance of the Work by the State. The State, or its duly authorized agents, may audit Contractor's records prior to payment of the final billing.
- F. If Contractor is a nonresident alien as defined in 26 USC § 7701(b)(1)(B), then Contractor shall, upon execution of this Contract, deliver to Treasury a completed and signed W-8 form, 8233 form, or W-9 form, as applicable, from the Internal Revenue Service ("IRS"), as evidence that the Authority is not required by 26 USC 1441 to withhold part of Contractor's payment. Such forms are currently available at <http://www.irs.gov>. The Authority may withhold payments to Contractor pending the Authority's receipt from Contractor of the applicable, completed and signed form. If the Authority does not receive the applicable, completed and signed form from Contractor, or if the IRS provides notice to the Authority that Contractor's information on the form provided is incorrect, the Authority will withhold as federal income tax 30% of all amounts the Authority owes to Contractor under this Contract.
- G. Funds Available and Authorized; Payments. Contractor understands and agrees that the Authority's payment of amounts under this Contract is contingent on the Authority and the Oregon Facilities Authority Account receiving funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow the Authority, in the exercise of its reasonable administrative discretion, to make payments under this Contract.

Part V. Travel and Other Expenses.

(a) The Authority may reimburse Contractor, within the not to exceed amount identified in Part IV of this Exhibit A, for travel only when the travel is essential to the normal discharge of Treasury's responsibilities. Contractor shall conduct all travel in the most efficient and cost-effective manner resulting in the best value to the Treasury. The travel must comply with all the requirements set forth in this section and must be for official the Authority business only. Contractor shall provide the State with receipts for all travel expenses except meals. All Contractor representatives will fly "coach class," unless Contractor

personally pays the difference. All Contractor representatives will be limited to economy or compact sized rental vehicles, unless Contractor personally pays the difference.

(b) All out-of-state travel must be approved in advance, and in writing, by the State. In addition to meals and lodging, out-of-state travel expenses will be reimbursed for airfare and rental vehicles only if Contractor is acting within the course and scope of its duties under this Contract, and in furtherance of the Work.

(c) The Authority may reimburse travel and other expenses of the Contractor at the rates set forth in the Oregon Accounting Manual as of the date Contractor incurred the travel or other expenses. The Oregon Accounting Manual is available at <http://www.oregon.gov/DAS/SCD/SARS/policies/oam/40.10.00.PO.pdf>

(d) The Authority may, in its sole discretion, reimburse Contractor for other reasonable actual expenses incurred in the normal discharge of responsibilities. Such other expenses may include, but is not limited to, reimbursement for conference and meeting room expenses, meals and refreshments for conferences and meetings, dedicated the Authority phone line expenses, and storage for records, if applicable.

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**EXHIBIT B
INSURANCE REQUIREMENTS**

INSURANCE REQUIREMENTS:

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit B to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to Treasury. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY:

All employers, including Contractor, shall provide workers' compensation insurance as required by applicable workers' compensation laws for persons performing work under this Contract including Employers' Liability Insurance with limits not less than \$500,000 each accident. Contractor shall require and ensure that each of its subcontractors complies with these requirements.

PROFESSIONAL LIABILITY:

Required by Treasury **Not required by Treasury**

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract in an amount not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below.

COMMERCIAL GENERAL LIABILITY:

Required by Treasury **Not required by Treasury**

Commercial General Liability Insurance covering bodily injury, death and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage. Coverage shall be written on an occurrence basis in an amount of not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000.

AUTOMOBILE LIABILITY INSURANCE:

Required by Treasury **Not required by Treasury**

Automobile Liability Insurance covering all owned, non-owned, or hired vehicles with a combined single limit of not less than \$2,000,000 for bodily injury and property damage.

ADDITIONAL INSURED:

The Commercial General Liability insurance and Automobile Liability insurance required under this Contract shall include the State of Oregon, the Oregon Facilities Authority, the Office of the State Treasurer, its officers, employees and agents as Endorsed Additional Insureds but only with respect to Contractor's activities to be performed under this Contract.

TAIL COVERAGE:

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

CERTIFICATE(S) AND PROOF OF INSURANCE:

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

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

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