State of Oregon



Cover Page

State of Oregon

Office of the State Treasurer

16290 SW Upper Boones Ferry Rd

Tigard, Oregon 97224

on behalf of the

Oregon Investment Council

Proxy Services

Request for Proposal (RFP)

#OIC 1058

Date of Issue: December 1, 2023

Closing Date and Time: January 15, 2024 @ 12:00 PM PT

Single Point of Contact (SPC): Julie A. Hall, Chief Procurement Officer

Address: 867 Hawthorne Ave. SE

City, State, Zip Salem, OR 97301

Phone (voice) 503-378-2335

Phone (fax) 503-378-1500

E-mail: [Julie.hall@ost.state.or.us](mailto:Julie.hall@ost.state.or.us)

Or

[purchasing@ost.state.or.us](mailto:purchasing@ost.state.or.us)

Table of Contents

[SECTION 1: GENERAL INFORMATION 4](#_Toc124338029)

[1.1 INTRODUCTION 4](#_Toc124338030)

[1.2 Purpose ……………………………………………………………………………………………………………………………………4](#_Toc124338031)

[1.3 Scope of Work 5](#_Toc124338032)

[1.4 SCHEDULE 6](#_Toc124338033)

[1.5 SINGLE POINT OF CONTACT (SPC) 7](#_Toc124338034)

[SECTION 2: AUTHORITY, OVERVIEW, AND SCOPE 7](#_Toc124338035)

[2.1 AUTHORITY AND METHOD 7](#_Toc124338036)

[2.2 DEFINITION OF TERMS 7](#_Toc124338037)

[SECTION 3: PROCUREMENT REQUIREMENTS 8](#_Toc124338038)

[3.1 MINIMUM QUALIFICATIONS 8](#_Toc124338039)

[3.2 MINIMUM SUBMISSION REQUIREMENTS 9](#_Toc124338040)

[3.3 PROPOSAL REQUIREMENTS 10](#_Toc124338041)

[SECTION 4: SOLICITATION PROCESS 12](#_Toc124338042)

[4.1 PUBLIC NOTICE 12](#_Toc124338043)

[4.2 PRE-PROPOSAL CONFERENCE 13](#_Toc124338044)

[4.3 QUESTIONS / REQUESTS FOR CLARIFICATIONS 13](#_Toc124338045)

[4.4 SOLICITATION PROTESTS 13](#_Toc124338046)

[4.5 PROPOSAL DELIVERY OPTIONS 14](#_Toc124338047)

[4.6 PROPOSAL MODIFICATION OR WITHDRAWAL 14](#_Toc124338048)

[4.7 PROPOSAL DUE 14](#_Toc124338049)

[4.8 PUBLIC OPENING 14](#_Toc124338050)

[4.9 PROPOSAL REJECTION 14](#_Toc124338051)

[4.10 EVALUATION PROCESS 15](#_Toc124338052)

[4.11 POINT AND SCORE CALCULATIONS 20](#_Toc124338053)

[4.12 RANKING OF PROPOSERS 20](#_Toc124338054)

[4.13 NEXT STEP DETERMINATION 20](#_Toc124338055)

[SECTION 5: AWARD AND NEGOTIATION 21](#_Toc124338056)

[5.1 AWARD NOTIFICATION PROCESS 21](#_Toc124338057)

[5.2 INTENT TO AWARD PROTEST 21](#_Toc124338058)

[5.3 APPARENT SUCCESSFUL PROPOSER SUBMISSION REQUIREMENTS 22](#_Toc124338059)

[5.4 CONTRACT NEGOTIATION 23](#_Toc124338060)

[SECTION 6: ADDITIONAL INFORMATION 24](#_Toc124338061)

[6.1 CERTIFIED FIRM PARTICIPATION 24](#_Toc124338062)

[6.2 GOVERNING LAWS AND REGULATIONS 24](#_Toc124338063)

[6.3 OWNERSHIP/PERMISSION TO USE MATERIALS 25](#_Toc124338064)

[6.4 CANCELLATION OF RFP; REJECTION OF PROPOSAL; NO DAMAGES. 25](#_Toc124338065)

[6.5 COST OF SUBMITTING A PROPOSAL 25](#_Toc124338066)

[6.6 STATEWIDE E-WASTE/RECOVERY PROCEDURE 25](#_Toc124338067)

[6.7 RECYCLABLE PRODUCTS 25](#_Toc124338068)

LIST OF ATTACHMENTS

ATTACHMENT A SAMPLE CONTRACT

ATTACHMENT B DISCLOSURE EXEMPTION AFFIDAVIT

ATTACHMENT C PROPOSER INFORMATION AND CERTIFICATION SHEET

ATTACHMENT D COVER SHEET & REFERENCE LIST

ATTACHMENT E FEE SCHEDULE FORM

ATTACHMENT F COBID CERTIFICATION / OUTREACH PLAN

ATTACHMENT G RESPONSIBILITY INQUIRY

ATTACHMENT H OPERF PRIVATE EQUITY INVESTMENT PORTFOLIO

1. GENERAL INFORMATION
   1. INTRODUCTION

The State of Oregon, by and through the Oregon State Treasury (“Treasury”) as staff to the Oregon Investment Council (“OIC” or “Council”) is issuing this Request for Proposals from qualified professional firms to provide proxy research and voting services to the funds under Treasury’s authority, pursuant to Oregon law. This RFP will provide information essential for each prospective offeror to assess its ability to assist Treasury with analyzing proxy voting opportunities and voting shares. All firms submitting responses are referred to as “Proposers” in this document; after negotiations, the awarded Proposer will be designated as “Contractor.” A Proposer’s response, including all information and any attachments, will be referred to as its “Proposal.”

Oregon Revised Statute (ORS) 293.706 establishes the six-member Council. The Governor appoints four voting members, all of whom are required to be qualified by training and experience in the field of investment or finance. The Oregon State Treasurer is the fifth voting member. Finally, the Director of the Public Employees Retirement System is an ex officio member. The Council directs the investment of the State of Oregon funds enumerated in ORS 293.701(2).

The Oregon State Treasurer is a constitutional officer and a statewide elected official. The Treasurer serves as the chief investment officer for the state and is responsible for the prudent financial management of state money. The Treasurer is the statutory investment officer to the Oregon Investment Council pursuant to ORS 293.716, and is authorized to hire investment staff to assist in carrying out the functions of the Council and the Treasurer.

The mission of the Treasury is to provide financial stewardship for Oregon. Treasury has a wide range of financial responsibilities, including the following: managing the state’s investments; issuing all state debt; and serving as the central bank for state agencies. The Treasury is managed like a business, striving to save taxpayers’ money and earn the highest risk-adjusted return on its investments. The Investment Division of the State Treasurer’s Office is responsible for the prudent investment of all state funds, with a mission of generating the highest returns prudently possible for the various fund beneficiaries.

At the direction of the OIC, the Investment Division of the Treasury administers a series of state funds (the “Funds”) listed in ORS 293.701, including the Oregon Public Employees’ Retirement Fund (“OPERF”), an investment fund with approximately $95 billion in assets (as of December 31, 2022).

OPERF is a large defined benefit plan and its investment strategy is widely diversified. Oregon law delegates broad administrative authority to Treasury staff to invest the portfolio. Treasury employs an Investment Division staff including five individuals dedicated exclusively to private equity. This allows the OIC to focus on policy, strategic programs and monitoring the implementation and success of the investment portfolio.

* 1. Purpose

Treasury seeks responses from firms or individuals with the capacity to provide proxy voting services globally.

Treasury anticipates it will choose one Proxy voting provider from the Proposers, and will negotiate a contract with that consultant (the “Agreement”). The initial term of the Agreement is anticipated to be three (3) years, with options for two (2) extensions, each two years in duration for a seven (7) year maximum term.

* 1. Scope of Work

Treasury intends to solicit proposals and select one qualified firm to provide the following services, all of which together comprise the “Services.” The successful Proposer will provide:

1. Written voting guidelines for all domestic and international securities in Treasury’s public equity and fixed income portfolios that are reviewed and agreed to by Treasury.
2. Processes to track and manage Treasury’s proxy voting activity, and execute all required votes.
3. Detailed recordkeeping of all recommended and actual votes and special instructions. Proxy voting agent will provide comprehensive written voting reports, specific to the Oregon Treasury account, upon request.
4. Access to a web-based research platform, organized by individual company or issuer, to obtain proxy reports, analysis, and history of proxy proposals and other information.
5. Information and updates on developments in the field of corporate governance, including access to all informational conference calls and webcasts.
6. Provide NPX and other regulatory filing support to allow Treasury to go onto the system and pull the information for Treasury’s counsel to prepare and make the filings.
7. Host and maintain public facing Oregon State Treasury branded website to disclose proxy votes for the past five years.
   1. SCHEDULE

The table below represents a tentative schedule of events. All times are listed in Pacific Time. All dates listed are subject to change.

|  |  |  |
| --- | --- | --- |
| Event | Date | Time |
| RFP Issue Date | December 1, 2023 |  |
| Questions / Requests for Clarification Due | December 15, 2023 | 12:00 PM PT |
| Answers to Questions / Requests for Clarification Issued (approx.) | December 20, 2023 | |
| Closing (Proposal Due) | January 15, 2024 | 12:00PM PST |
| Presentations, Demonstrations, or Interviews (in Tigard, Oregon) or Video Conference | Mid to Late February 2024 | |
| Issuance of Notice of Intent to Award (approx.) | March 31, 2024 |  |
| Award Protest Period Ends | 20 calendar days after Notice of Intent to Award | |
| Agreement Execution (approx.) | June 1, 2024 | |

* 1. SINGLE POINT OF CONTACT (SPC)

The SPC for this RFP is identified on the Cover Page, along with the SPC’s contact information. All communications related to any provision of the RFP must be directed solely to the SPC.

1. AUTHORITY, OVERVIEW, AND SCOPE
   1. AUTHORITY AND METHOD

Agency is issuing this RFP on behalf of the OIC pursuant to its authority under ORS Chapter 293.

Agency is using the Competitive Sealed Proposal method, pursuant to ORS 279B.060 and OAR 137-047-0260. Agency may use a combination of the methods for Competitive Sealed Proposals, including optional procedures: a) Competitive Range; b) Discussions and Revised Proposals; c) Revised Rounds of Negotiations; d) Negotiations; e) Best and Final Offers; and f) Multistep Sealed Proposals.

* 1. DEFINITION OF TERMS

For the purposes of this RFP, capitalized words are defined in OAR 137-046-0110 or as defined herein.

* + 1. Agency Overview and Background

Oregon Revised Statute (ORS) 293.706 establishes the six-member Council. The Governor appoints four voting members, all of whom are required to be qualified by training and experience in the field of investment or finance. The Oregon State Treasurer is the fifth voting member. Finally, the Director of the Public Employees Retirement System is an ex officio member. The Council directs the investment of the State of Oregon funds enumerated in ORS 293.701(2).

The Oregon State Treasurer is a constitutional officer and a statewide elected official. The Treasurer serves as the chief investment officer for the state and is responsible for the prudent financial management of state money. The Treasurer is the statutory investment officer to the Oregon Investment Council pursuant to ORS 293.716 and is authorized to hire investment staff to assist in carrying out the functions of the Council and the Treasurer.

The mission of the Treasury is to provide financial stewardship for Oregon. Treasury has a wide range of financial responsibilities, including the following: managing the state’s investments; issuing all state debt; and serving as the central bank for state agencies. The Treasury is managed like a business, striving to save taxpayers’ money and earn the highest risk-adjusted return on its investments. The Investment Division of the State Treasurer’s Office is responsible for the prudent investment of all state funds, with a mission of generating the highest returns prudently possible for the various fund beneficiaries.

Treasury currently utilizes the services of State Street Bank and Trust for the custody of all marketable securities.

Pursuant to statute and Council policy, target allocations to public equities and fixed income total 62.5% of OPERF as of December 31, 2017. Investments in U.S. and non-U.S. equities and fixed income were valued at approximately $45 billion.

Additional information about Treasury, the Investment Division and Oregon’s investment program can be found at: http://www.oregon.gov/treasury/Pages/index.aspx and

<http://www.oregon.gov/treasury/Divisions/Investment/Pages/Oregon-Investment-Council-(OIC).aspx>.

1. PROCUREMENT REQUIREMENTS
   1. MINIMUM QUALIFICATIONS

A. Domestic Proxy Voting Clients. As of January 1, 2023, your firm must have at least five (5) years’ experience providing domestic proxy voting services to at least five (5) U.S.-based institutional clients, each with U.S. marketable security assets (i.e., domestic equity and domestic fixed income) having a market value in excess of $40 billion.

**B. International Proxy Voting Clients**. As of January 1, 2023, your firm must have at least five (5) years’ experience providing international proxy voting services to at least five (5) U.S.-based institutional clients, each with international marketable security assets having a market value in excess of $10 billion.

C. Licensing and Certification Requirements

Pay Equity Certification. If your Proposal exceeds $500,000, and you employ 50 or more full-time employees, you must have a Pay Equity Compliance Certificate issued by Oregon Department of Administrative Services prior to executing a contract with the Agency. Instructions on how to obtain the certificate can be found at the following web address: https://www.oregon.gov/das/Procurement/Pages/PayEquity.aspx

D. Nondiscrimination in Employment.

As a condition of receiving the award of a Contract under this Request, you must certify that you have a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. The policy and practice must include giving employees a written notice of a policy that both prohibits, and prescribes disciplinary measures for, conduct that constitutes sexual harassment, sexual assault, or unlawful discrimination. Your requirement is met by completing and signing the Proposer Information and Certification Sheet (Attachment C).

* 1. MINIMUM SUBMISSION REQUIREMENTS
     1. Proposal Submissions

To be considered for evaluation, Proposal must be submitted by: **January 15, 2024,** **by 12:00 PM PT via email**.

**DELIVERY ADDRESS:**

Oregon State Treasury

Attn: Julie Hall

867 Hawthorne Ave SE

Salem, OR 97301

purchasing@ost.state.or.us

* + 1. Proposal Page Limits

Proposal may not exceed 20 total pages, double sided, 12 pt. font, 1” margins

The following items do not count toward the page limit:

* Disclosure Exemption Affidavit (Attachment B)
* Proposer Information and Certification Sheet (Attachment C)
* Cover Sheet and References (Attachment D)
* Fee Schedule (Attachment E)
* COBID Certification / Outreach Plan (Attachment F)
* Responsibility Inquiry (Attachment G)
* Oregon Department of Revenue (DOR) Tax Compliance Certification Letter
* Appendix A (Voting Research Samples see page 16)
* Appendix B
* Appendix C
* Appendix D
* Appendix E
  + 1. Proposal Format and Quantity

Proposal should follow the format listed in the Proposal Requirements section and be organized in accordance with the list of scored criteria in section 4.10.2. Responses to each section and subsection should be labeled to indicate the item being addressed.

Proposer shall submit response via email to the SPC indicated on the front page of this RFP. The total combined size of the Proposal should be compressed so it does not exceed 10 megabytes.

The Proposer Information and Certification Sheet (Attachment C) and Cover Sheet and References (Attachment D) must bear the Proposer’s authorized representative’s Signature. If Proposer believes any of its Proposal is exempt from disclosure under Oregon Public Records Law (ORS 192.311 through 192.478), Proposer shall submit a Disclosure Exemption Affidavit (Attachment B) signed by Proposer’s authorized representative and a fully redacted version of its Proposal, clearly identified as the redacted version.

Proposer’s electronic copy of the Proposal must be formatted using Adobe Acrobat (pdf), Microsoft Word (docx), or Microsoft Excel (xlsx).

* + 1. Authorized Representative

Failure of the authorized representative to sign the Proposer Information and Certification Sheet and Cover Sheet and References may subject the Proposal to rejection by Agency.

* 1. PROPOSAL REQUIREMENTS

Proposal must address each of the items listed in this section and all other requirements set forth in this RFP. Proposer shall describe the services to be performed. A Proposal that merely offers to provide the services as stated in this RFP may be considered non-Responsive to this RFP and may not be considered further.

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

**[ ]** **Proposer Information and Certification Sheet** *(Not counted in the page limitation)*

The Proposal must include a completed, signed Proposer Information and Certification Sheet (refer to Attachment C). Failure to demonstrate compliance with Oregon Tax Laws and sign the Proposer Information and Certification Sheet may result in a finding of non-Responsibility.

**[ ]** **Proposal Cover Sheet with References** *(Not counted in the page limitation)*

The Proposal must include a completed, signed Proposal Cover Sheet with References (refer to Attachment D).

Provide 3 references from current or former client firms for similar work performed for any clients within the last 5 years. References must be able to verify the quality of previous, related work.

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

Proposer shall submit reference names and contact information. Agency may make up to three attempts to contact each of the references provided by the Proposer. Treasury does not intend to score references but may contact references to verify information provided in Proposals.

Treasury reserves the right to investigate additional references beyond those supplied in the proposal, and investigate Proposer(s) prior performance of similar services.

**[ ] Proposal** (not to exceed 20 total pages, double sided, 12 pt. font, 1” margins)

The Proposal must be organized in accordance with the list of scored criteria in section 4.10.2.

**[ ] Fee Schedule**  *(Not counted in the page limitation)*

Firms providing a response must submit their fee schedule for consulting services in the format prescribed below. The fee schedule shall include all costs and expenses for providing services to the OIC as described in this RFP. The Fee Schedule should reflect the Proposer’s best and final offer for fees, but fees may be further negotiated in the Agreement.

Firms providing a response must submit an annual fee of all services as described in the Scope of Work (see section 2.3) of this RFP as well as an alternative fee schedule based on piecemeal due diligence reporting and monitoring (Attachment E - Fee Schedule must be completed).

1. SOLICITATION PROCESS
   1. PUBLIC NOTICE

The RFP and attachments are published in OregonBuys at https://oregonbuys.gov/. The RFP and attachments will be posted to the Treasury Website at <https://www.oregon.gov/treasury>. RFP documents will not be mailed to prospective Proposers.

Modifications, if any, to this RFP will be made by written Addenda published in OregonBuys and the Treasury website. Prospective Proposer is solely responsible for checking OregonBuys to determine whether or not any Addenda have been issued. Addenda are incorporated into the RFP by this reference.

* 1. PRE-PROPOSAL CONFERENCE

A Pre-Proposal conference will not be held for this RFP.

* 1. QUESTIONS / REQUESTS FOR CLARIFICATIONS

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

* + Be delivered to the SPC via email;
  + Reference the RFP number;
  + Identify Proposer’s name and contact information;
  + Refer to the specific area of the RFP being questioned (i.e. page, section and paragraph number); and
  + Be received by the due date and time for Questions/Requests for Clarification identified in the Schedule.
  1. SOLICITATION PROTESTS
     1. Protests to RFP

Prospective Proposer may submit a written protest of anything contained in this RFP, including but not limited to, the RFP process, specifications, Scope of Work, and the proposed Sample Contract.  This is prospective Proposer’s only opportunity to protest the provisions of the RFP, except that Proposer may protest Addenda as provided below and Proposer may take exception to the terms and conditions of the Sample Contract marked as negotiable as set forth in the Negotiation Section.

* + 1. Protests to Addenda

Prospective Proposer may submit a Written protest of anything contained in the respective Addendum. Protests to Addenda, if issued, must be submitted by 12 p.m. Pacific Time on the second Business Day after issuance of the respective Addendum or the date/time specified in the respective Addendum, or they will not be considered. Protests of matters not added or modified by the respective Addendum will not be considered.

* + 1. All Protests must:
* Be delivered to the SPC via email;
* Reference the RFP number;
* Identify prospective Proposer’s name and contact information;
* Be sent by an authorized representative;
* State the reason for the protest, including:
  + the grounds that demonstrate how the procurement process is contrary to law, unnecessarily restrictive, legally flawed, or improperly specifies a brand name; and
  + evidence or documentation that supports the grounds on which the protest is based
* State the proposed changes to the RFP provisions or other relief sought; and
* Protests to the RFP must be received by the due date and time identified in the Schedule;
  1. PROPOSAL DELIVERY OPTIONS

Proposer is solely responsible for ensuring its Proposal is received by the SPC in accordance with the RFP requirements before Closing. Agency is not responsible for any delays in transmission, or for any mis-delivery for any reason. A Proposal submitted by any means other than email below will be rejected.

* 1. PROPOSAL MODIFICATION OR WITHDRAWAL

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

If a Proposer wishes to withdraw a submitted Proposal, it must submit a Written notice signed by an authorized representative of its intent to withdraw to the SPC via email prior to closing in accordance with OAR 137-047-0440. To be effective the notice must include the RFP number.

* 1. PROPOSAL DUE

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

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

* 1. PUBLIC OPENING

A public opening will not be held.

* 1. PROPOSAL REJECTION

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

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

A Proposal received prior to Closing will be reviewed to determine if it is Responsive to all RFP requirements including compliance with Minimum Qualifications section and Minimum Submission Requirements section. If the Proposal is unclear, the SPC may request clarification from Proposer. However, clarifications may not be used to rehabilitate a non-Responsive proposal. If the SPC finds the Proposal non-Responsive, the Proposal may be rejected, however, Agency may waive mistakes in accordance with OAR 137-047-0470.

* + - 1. Responsibility determination

Agency will determine if an apparent successful Proposer is Responsible prior to award and execution of the Contract. Proposers shall submit a signed Responsibility Inquiry form (Attachment G) with Proposal.

At any time prior to award, Agency may reject a Proposer found to be not Responsible.

|  |  |
| --- | --- |
| Percentage | EXPLANATION |
| 100 | OUTSTANDING - Response meets all the requirements and has demonstrated in a clear and concise manner a thorough knowledge and understanding of the subject matter and project. The Proposer provides insight into its expertise, knowledge, and understanding of the subject matter. |
| 60 – 90 | VERY GOOD – Response provides useful information, while showing experience and knowledge within the category. Response demonstrates above average knowledge and ability with no apparent deficiencies noted. |
| 50 | ADEQUATE – Response meets all requirements in an adequate manner. Response demonstrates an ability to comply with guidelines, parameters, and requirements with no additional information put forth by the Proposer. |
| 10 – 40 | FAIR – Proposer meets minimum requirements, but does not demonstrate sufficient knowledge of the subject matter. |
| 0 | RESPONSE OF NO VALUE – An unacceptable response that does not meet the requirements set forth in the RFP. Proposer has not demonstrated knowledge of the subject matter. |

* + 1. Evaluation Criteria

Each Proposal meeting all Responsiveness requirements will be independently evaluated by members of an Evaluation Committee. Evaluation Committee members may change and Agency may have additional or fewer evaluators for optional rounds of competition. Each evaluator will assign a score for each evaluation criterion listed below in this section. Scores from each evaluator for each criterion will then be averaged and converted, proportionally, to points, with an average score of 10 for a criterion receiving the maximum points for that criterion.

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

* + - 1. Evaluation Item 1 Organization Background 200 Points

1. **Organization – Corporate**
2. Provide a brief history of the firm including the following:
3. Year of organization;
4. Development of major business lines;
5. Nature of firm's ownership, with specific details on any parent or affiliates, or any associations or other entities that have provided funding to the firm. Attach an organizational chart to this Attachment B; and
6. List any affiliated companies or joint ventures and describe the nature of the relationship.
7. List your firm's lines of business and approximate contributions of each business to your organization's *total revenue*. Provide the number of employees involved in each line of business.
8. Provide the nature and extent of services provided to publicly traded corporations.
9. Within the past three years, have there been any significant developments in your organization, such as bankruptcy, changes in ownership, restructuring, or personnel reorganizations? Do you anticipate any changes in organizational structure in the future?
10. Provide details of the financial condition of the firm. A copy of the last three audited annual reports will fulfill this requirement (attach as exhibits to this Attachment B). Describe any material changes in the financial condition of the company over the last five years.
11. How will registration requirements in Europe and the U.S. impact your business plans?
12. **Personnel**
13. Provide brief biographical sketches (including relevant education, experience and qualifications) of *key* individuals *who would be assigned to the Oregon account*. Include a list of current accounts and responsibilities to each account. If your firm were awarded the business, how would their current work be impacted (e.g., would they give up any current responsibilities)?
14. Provide the following information on senior personnel turnover on your proxy voting advisory team for the last three years, differentiating between individuals leaving the firm and those transferring within the firm:
15. Departures, including i) number of employees to depart, ii) position titles, iii) length of service before departure, and iv) reason for departure; and
16. New Hires, including i) number of employees, and ii) position titles.
17. **Internal Controls and Risk Management**
18. Identify the external entities that audit, regulate, and/or review your proxy advisory services. If public, provide copies of regulatory audit reports and management letters issued by independent auditors for the most recent annual audit as an exhibit to this Attachment B.
19. Describe the various types of insurance coverage and indemnifications provided to protect clients, including:
20. Carriers;
21. Types and levels of coverage;
22. Limits; and
23. Deductibles.
24. Describe in detail your information security procedures to protect customer information, including insurance coverage in place in the event of a breach if not mentioned in the previous question.
25. Describe your emergency management/business continuation plan, and please identify the maximum time required to resume business operations.

4.10.2.2 Evaluation Item 2 Services 400 Points

1. **Administration and Client Relations**
2. Describe your client relations process. Factors to discuss include, but are not limited to:
3. The structure of the client relationship;
4. Formal, and informal, oral and written communications;
5. Inquiry and problem resolution processes;
6. Information on available services and service delivery issues; and
7. Training for clients in the use of the services, and systems access.
8. **Proxy Research and Voting Assistance**
9. Describe your web-based proxy **research** platform and how Oregon might utilize it to inform its corporate governance policy work. Attach a sample proxy voting report to this Attachment B.
10. Describe the structure and organization of your firm’s research department. If no separate department exists, describe how this function is performed.
11. Describe your web-based proxy **voting** platform and how it functions to enable your public fund clients to meet their fiduciary duty and vote every proxy in their portfolios.
12. How does your firm impart information to its clients including proxy season previews and reviews, information on important votes, and updates on regulatory changes?
13. Describe your process for voting proxies. How do you ensure accuracy in the voting process?
14. Please provide a list and brief description of Custom Voting Policies (ESG, Taft Hartly, Faith Based, etc.) your firm provides and maintains.
15. Outline the potential for custom research or tailored policy research to produce conclusions that vary from standard research, explain the method for detailing the rationale behind these differences in customer reports, and provide an example report of an S&P 500 stock from the last year illustrating such a discrepancy and its disclosure to the client.
16. Please describe your ability to further customize the voting policies to align with OST’s priorities.
17. Describe your ability to support regulatory filings including form NPX.
18. Does your firm have a policy on conflicts of interest? How does your firm disclose conflicts of interest, when they arise?
19. What types of customized reporting do you provide?
20. Explain how your research and voting programs are superior to your competitors.
21. Please describe your capabilities for hosting and maintain a public vote disclosure website.
22. **Other Services.** List any other services which you feel have been omitted from this RFP, but which would routinely be associated with proxy advisory services.

4.10.2.3 Evaluation Item 3 Information Technology 100 Points

1. **Security and Systems**
2. Provide a recent SOC 2 or similar report, as an exhibit to this Attachment B.
3. What is your schedule of regular maintenance, upgrades and downtime for the proxy voting platform, and what is your contingency plan for the platform?
4. Describe your process for file back-up and off-site storage, including frequency and location, for data and software.
5. What are the hardware requirements for accessing your products and systems?

**4.10.2.4 FEE SCHEDULE 200 Points**

Provide a fee schedule in the format prescribed in Fee Schedule, Attachment E. The Fee Schedule must be inclusive of all services, travel, standard fees, rates, expenses and other fees (including payroll expenses – hours/rate/title, Admin, Overhead, etc.). The Fee Schedule should reflect the Proposer’s best and final offer for fees, but fees may be further negotiated in the Agreement. Following scoring and ranking of Proposals, based on the qualifications-based criteria, the sealed Price Proposals will be opened and scored as follows:

• Fee Schedule:

Proposer with the lowest Fee Schedule Proposal will receive 200 points.

Proposer with the second lowest Fee Schedule Proposal will receive 175 points.

Proposer with the third lowest Fee Schedule Proposal will receive 150 points.

All other Proposers will receive 100 points.

* + 1. PREFERENCES
       1. Recycled Materials

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

* + - 1. Tiebreakers

Oregon Supplies: If Agency receives Proposals identical in price, fitness, availability and quality and chooses to award a Contract, Agency shall award the Contract in accordance with the procedures outlined in OAR 137-046-0300.

|  |  |  |
| --- | --- | --- |
| TOTAL POINTS POSSIBLE: | | 900 |
|  | |  |
| POINTS POSSIBLE | |  |
| 4.10.2.1 | Evaluation Item 1 Organization Background | 200 |
| 4.10.2.2 | Evaluation item 2 Services | 400 |
| 4.10.2.3 | Evaluation item 3 Information Technology | 100 |
| 4.10.2.4 | Evaluation item 6 Fee Schedule | 200 |
|  | |  |
|  | |  |

* 1. POINT AND SCORE CALCULATIONS

Points are the total possible for each section as listed in the table above.

* 1. RANKING OF PROPOSERS

Agency will rank all Proposers at the conclusion of the evaluation and scoring and may, in Agency’s sole discretion, determine an apparent successful Proposer with no additional rounds of competition. But Agency currently anticipates conducting interviews/presentations at its offices in Tigard, Oregon, as an additional round of competition, and it may conduct further rounds of competition. If additional rounds are conducted, Agency will rank advancing Proposers at the conclusion of each subsequent round and may determine an apparent successful Proposer at any time during the solicitation process.

* 1. NEXT STEP DETERMINATION

At the conclusion of a round of competition, Agency may choose to conduct additional round(s) of competition if in the best interest of the State. The Evaluation Committee will select the highest ranked proposers to advance to the subsequent rounds. Additional rounds of competition may consist of, but are not be limited to:

* + Interviews/Presentations/Demonstrations (in Tigard, Oregon)
  + Onsite Visits
  + Additional Submittal Items
  + Discussions and submittal of revised Proposals
  + Serial or simultaneous negotiations
  + Best and Final Offers

1. AWARD AND NEGOTIATION
   1. AWARD NOTIFICATION PROCESS
      1. Award Consideration

Agency, if it awards a Contract, shall award a Contract to the highest-ranking Responsible Proposer(s) based upon the scoring methodology and process described in Section 4. Agency may award less than the full Scope defined in this RFP.

* + 1. Intent to Award Notice

Agency will notify all Proposers in Writing that Agency intends to award a Contract to the selected Proposer(s) subject to successful negotiation of any negotiable Contract provisions.

* 1. INTENT TO AWARD PROTEST
     1. Protest Submission

An Affected Proposer shall have 20 calendar days from the date of the Intent to Award notice to file a Written protest.

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

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

If Agency receives only one Proposal, Agency may dispense with the evaluation process and Intent to Award protest period and proceed with Contract negotiations and award.

* + - 1. Protests must:
* Be delivered to the SPC via email,
* Reference the RFP number
* Identify Proposer’s name and contact information
* Be signed by an authorized representative
* Specify the grounds for the protest
* Be received within 7 calendar days of the Intent to Award notice
  + 1. Response to Protest

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

* 1. APPARENT SUCCESSFUL PROPOSER SUBMISSION REQUIREMENTS

Proposer who is selected for a Contract award under this RFP will be required to submit additional information and comply with the following:

* + 1. Insurance

Prior to award, Proposer shall secure and demonstrate to Agency proof of insurance as required in this RFP or as negotiated. Insurance Requirements are found in Exhibit B of Attachment A.

* + 1. Taxpayer Identification Number

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

* + 1. Business Registry

If selected for award, Proposer shall be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the Contract. Visit <http://sos.oregon.gov/business/pages/register.aspx> for Oregon Business Registry information.

* + 1. Responsibility Inquiry

Prior to award, Proposer shall be required to complete and submit Attachment G — Responsibility Inquiry.

* + 1. Pay Equity Certification

If selected for award and the Contract value exceeds $500,000 and Proposer employs 50 or more full-time workers, Proposer shall submit to Agency a true and correct copy of an unexpired Pay Equity Compliance Certificate, issued to the Proposer by the Oregon Department of Administrative Services.For instructions on how to obtain the Certificate, visit**:** [**www.oregon.gov/das/Procurement/Pages/PayEquity**](http://www.oregon.gov/das/Procurement/Pages/PayEquity)

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

* + 1. Nondiscrimination in Employment

As a condition of receiving the award of a Contract under this RFP, Proposer must certify by their Signature on Attachment C - Proposer Information and Certification Sheet, in accordance with ORS 279A.112, that it has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. The policy and practice must include giving employees a written notice of a policy that both prohibits, and prescribes disciplinary measures for, conduct that constitutes sexual harassment, sexual assault, or unlawful discrimination.

* + 1. Other Required Information

Prior to award, Proposer shall submit a Certification Letter from the Oregon Department of Revenue (DOR) dated within 6 months of issuance of this solicitation that details Proposer’s State debt status. To request this Certification Letter, visit the following website: [www.oregon.gov/dor](https://www.oregon.gov/dor) and follow the links to Revenue Online, under the Help & Resources section select Request Tax Compliance Certification. For agency type, select Individual Taxpayer and the Certification Letter will be sent to Proposer. Allow up to two weeks for delivery.

Agency may use this Certification Letter to determine Proposer’s Responsibility. If the Certification Letter shows non-compliance, Proposer may contact DOR at 503-378-4988 for information on becoming compliant.

* 1. CONTRACT NEGOTIATION
     1. Negotiation

After selection of a successful Proposer, Agency may enter into Contract negotiations with the successful Proposer. By submitting a Proposal, Proposer agrees to comply with the requirements of the RFP, including the terms and conditions of the Sample Contract (Attachment A), with the exception of those terms listed below for negotiation.

Agency intends to enter into a Contract with the successful Proposer substantially in the form set forth in the Sample Contract (Attachment A).

It may be possible to negotiate some provisions of the final Contract; however, Agency is not required to make any changes and many provisions cannot be changed. Proposer is cautioned that the greater the scope of requested changes to the Sample Contract, the greater the risk that Agency and Proposer will not reach mutually agreeable terms within the 30-day negotiation period.

Any subsequent negotiated changes are subject to prior approval of Agency’s legal counsel.

Agency is willing to negotiate all items, except those listed below:

* + Choice of law
  + Choice of venue
  + Constitutional requirements
  + Requirements of applicable federal and State law

In the event that the parties have not reached mutually agreeable terms within 30 calendar days, Agency may terminate negotiations and commence negotiations with the next highest-ranking Proposer.

1. ADDITIONAL INFORMATION
   1. CERTIFIED FIRM PARTICIPATION

Pursuant to Oregon Revised Statute (ORS) Chapter 200, Agency encourages the participation of small businesses, certified by the Oregon Certification Office for Business Inclusion and Diversity (“COBID”) in all contracting opportunities. This includes certified small businesses in the following categories: disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business. Agency also encourages joint ventures or subcontracting with certified small business enterprises. For more information, visit: www.oregon.gov/biz/programs/cobid/pages/default.

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

* 1. GOVERNING LAWS AND REGULATIONS

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

* 1. OWNERSHIP/PERMISSION TO USE MATERIALS

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

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

* 1. CANCELLATION OF RFP; REJECTION OF PROPOSAL; NO DAMAGES.

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

* 1. COST OF SUBMITTING A PROPOSAL

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

* 1. STATEWIDE E-WASTE/RECOVERY PROCEDURE

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

* 1. RECYCLABLE PRODUCTS

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

**ATTACHMENT A**

**SAMPLE Contract**

**State of Oregon**

**Office of the State Treasurer**

**Services Contract**

This Services Contract, numbered {---Contract ID---}, is between the State of Oregon, acting by and through the Office of the State Treasurer (Treasury) and {---Company Name---} (Contractor), a {---State of Incorporation---} corporation.

The Contract Administrators for the Contract are:

|  |  |  |
| --- | --- | --- |
| Treasury:  [Name]  [Title]  [Division]  [Address]  [City], [State] [ZIP]  Phone: [Number]  Email: [Address] |  | Contractor:  [Name]  [Title]  [Address]  [City], [State] [ZIP]  Phone: [Number]  Email: [Address] |

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

1. **Effective Date and Duration.** This Contract is 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 must expire when Treasury accepts Contractor's completed performance or on­­ {---End Date---} whichever date occurs first. The term of this Contract may be extended for additional periods by execution of a written amendment extending the foregoing date. Expiration or Termination will not extinguish or prejudice Treasury’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 “Services”), including the delivery schedule for such Services, is contained in Exhibit A attached and incorporated by reference into this Contract. Contractor agrees to perform the Services in accordance with the terms and conditions of this Contract.
3. **Consideration.**
   1. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is {---Not to Exceed Amount---}. Treasury will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Services and will not pay for any deliverables or Services performed before the date this Contract becomes effective, including receipt of any legal approvals necessary to enter into this Contract, 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.
   2. Interim payments to Contractor are subject to ORS 293.462, and must be made in accordance with the payment schedule and requirements in Exhibit A.
   3. Treasury will pay only for completed Services that are accepted by Treasury. Treasury will pay invoices within 45 days of receipts of invoices. All payments will be made with a check or direct deposit.
   4. Contractor may submit monthly invoices to Treasury for Services performed and accepted. The invoices must describe all Services performed with particularity and by whom it was performed and must itemize and explain all expenses that this Contract requires Treasury to pay and for which Contractor claims reimbursement. Contractor must send such invoices to IAaccounting@ost.state.or.us.
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), Exhibit B (Insurance Requirements), Exhibit C (Contractor Certifications), Exhibit D (End User License Agreement) (if necessary).
5. **Independent Contractor; Responsibility for Taxes and Withholding.**
   1. Contractor must perform all Services as an independent contractor. The Treasury reserves the right (i) to determine and modify the delivery schedule for the Services and (ii) to evaluate the quality of the Services, however, the Treasury 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 Services.
   2. 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 Services to be performed under this Contract create 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 Services under this Contract.
   3. Contractor understands and agrees that it is not an "officer", "employee", or "agent" of the Treasury, as those terms are used in ORS 30.265.
   4. Contractor must 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.**
   1. Contractor may not enter into any subcontracts for any of the Services required by this Contract, or assign or transfer any of its interest in this Contract, without Treasury’s prior written consent. In addition to any other provisions Treasury may require, Contractor must 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, 24, and 25 of this Contract as if the subcontractor were the Contractor. Treasury’s consent to any subcontract will not relieve Contractor of any of its duties or obligations under this Contract.
   2. The provisions of this Contract will be binding upon and will inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.
7. **No Third-Party Beneficiaries.** Treasury and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or may be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
8. **Funds Available and Authorized; Payments.** Contractor will not be compensated for Services performed under this Contract by any other agency or department of the State of Oregon. Contractor understands and agrees that Treasury's payment of amounts under this Contract is contingent on Treasury receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow Treasury, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.
9. **Representations and Warranties**.
   1. Contractor’s Representations and Warranties. Contractor represents and warrants to Treasury that (1) Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, will 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 Services under this Contract will be performed in a good and workmanlike manner and in and in accordance with the highest standards prevalent in Contractor’s industry, trade or profession, (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 Services contemplated under this Contract and will, at all times during the term of this Contract, be qualified, professionally competent, and will have completed, obtained and performed all registrations, filings, approvals, authorizations, consents, examinations or licensing required by any governmental authority to perform the Services, (5) the Services and each Deliverable delivered by Contractor pursuant to the Services will materially comply with any service descriptions, specifications, standards or requirements set forth in this Contract, and (6) 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 Services or (B) that claim or allege fraud or misrepresentation by Contractor or its officers, directors or partners, nor has Contractor, or any of its officers, directors or partners, been found liable under or guilty of any claims of fraud or misrepresentation.
   2. 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.** 
    1. **Definitions.** As used in this Section 10, and elsewhere in this Contract, the following terms have the meanings set forth below:
       1. “Contractor Intellectual Property” means any intellectual property owned by Contractor and developed independently from the Services.
       2. “Third Party Intellectual Property” means any intellectual property owned by parties other than Treasury or Contractor.
       3. “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 Treasury pursuant to the Services.
       4. “Treasury Data” means any data owned by Treasury and provided to Contractor in connection with the Services.
    2. **Original Works.** All Work Product created by Contractor pursuant to the Services, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, must be the exclusive property of Treasury. Treasury and Contractor agree that such original works of authorship are “work made for hire” of which Treasury is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Services is not “work made for hire,” Contractor hereby irrevocably assigns to Treasury any and all of its rights, title, and interest in all original Work Product created pursuant to the Services, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Treasury’s reasonable request, Contractor must execute such further documents and instruments necessary to fully vest such rights in the Work Product in Treasury. Contractor forever waives any and all rights relating to original Work Product, excluding Contractor Intellectual Property and Third Party Intellectual Property, as applicable, therein, created pursuant to the Services, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.   
         
       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 Treasury 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 Treasury’s behalf.

In the event that Work Product created by Contractor under this Contract is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Contractor must secure on the Treasury’s behalf and in the name of the Treasury 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 Treasury’s behalf.

* 1. **Licenses.**
     1. **End-User License.** During the term of this Agreement, Contractor shall provide authorized end-users with access to Contractor’s owned or licensed third party processing platform and tools (the “**Contractor Application**”). Subject to Treasury’s compliance with the terms and conditions of this Agreement, including payment obligations, Contractor hereby grants to all authorized end-users a personal, nonexclusive, revocable, non-transferable and limited end-user license to access and use the Contractor Application for the term of this Contract, as further set forth in Exhibit D (End User License).
     2. **Third Party License.** In the event that the Contractor Application contains Third Party Intellectual Property, or in the event any Third Party Intellectual Property is needed to provide the Contractor Application, Contractor shall secure on Treasury’s behalf and in the name of Treasury and its authorized end-users, a nonexclusive, revocable, non-transferable and limited end-user license to access and use such Third Party Intellectual Property for purposes of use of and access to the Contractor Application for the term of this Contract.
     3. **Treasury License.** During the term of this Agreement, Treasury hereby grants to Contractor and its agents a nonexclusive, royalty-free right and license to collect, access, store, reproduce, generate, display, handle, perform, transmit, test or otherwise use Treasury Data for purposes of providing Services to Treasury.
  2. **Contractor Intellectual Property**. In the event that Work Product is Contractor Intellectual Property Contractor hereby grants to Treasury 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 Treasury’s behalf.
  3. **Third Party Works**. In the event that Work Product is Third Party Intellectual Property, Contractor must secure on the Treasury’s behalf and in the name of the Treasury, 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 Treasury’s behalf.
  4. **Loss of Data.**  In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Treasury Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of Treasury Data, Contractor must, as applicable:
     1. Notify the State as soon as practicable but no later than 24 hours of becoming aware of such occurrence;
     2. Cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State;
     3. In the case of PII or FTI, at the State’s sole election, (i) notify the individuals whose PII or FTI is affected as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals;
     4. In the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals;
     5. Perform or take any other actions required to comply with applicable law as a result of the occurrence;
     6. Pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney’s fees associated with such investigation and resolution;
     7. Without limiting Contractor’s obligations of indemnification as further described in this Agreement, indemnify, defend (subject to ORS chapter 180), and hold harmless the State for any and all claims, including reasonable attorneys’ fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence;
     8. Be responsible for recreating lost Treasury Data in the manner and on the schedule set by the State without charge to the State; and
     9. Provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable Law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor’s representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect the affected individual; contact information for major credit reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery.

1. **Indemnity**.
   1. **GENERAL INDEMNITY.** CONTRACTOR MUST DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON 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 CONTRACT.
   2. **INDEMNITY FOR INFRINGEMENT CLAIMS.** WITHOUT LIMITING THE GENERALITY OF SECTION 11.a, CONTRACTOR EXPRESSLY AGREES TO DEFEND, INDEMNIFY, AND HOLD TREASURY, 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 SERVICES, THE WORK PRODUCT OR ANY OTHER TANGIBLE OR INTANGIBLE ITEMS DELIVERED TO TREASURY BY CONTRACTOR THAT MAY BE THE SUBJECT OF PROTECTION UNDER ANY STATE OR FEDERAL INTELLECTUAL PROPERTY LAW OR DOCTRINE, OR THE TREASURY’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 MUST PROVIDE CONTRACTOR WITH PROMPT WRITTEN NOTICE OF ANY INFRINGEMENT CLAIM.
   3. **CONTROL OF DEFENSE AND SETTLEMENT.** CONTRACTOR WILL 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 MAY 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 MAY 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.
2. **Insurance.** Contractor must provide insurance as indicated on Exhibit B, attached hereto and by this reference made a part hereof.
3. **Default; Remedies; Termination.**
   1. **Default by Contractor**. Contractor will be in default under this Contract if:
      1. 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
      2. 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 thirty (30) calendar days after Treasury’s notice or such longer period as Treasury may specify in such notice; or
      3. Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Services or provide any deliverables or Work Product under this Contract within the time specified herein or any extension thereof, and such breach, default or failure is not cured within thirty (30) calendar days after Treasury's notice, or such longer period as Treasury may specify in such notice; or
      4. Contractor’s representations, warranties and covenants regarding compliance with pay equity provisions or “Tax Laws” as set forth in Section 15.2 and Exhibit C of this Contract are false or become false because Contractor fails to comply with any such provisions during the term of this Contract.
      5. Contractor has liquidated and delinquent debt owed to the State of Oregon or any department of agency of the State,
   2. **Treasury’s Remedies for Contractor’s Default**. In the event Contractor is in default under Section 13.a, Treasury may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:
      1. Termination of this Contract under Sections 13.e (ii) or 13.e(iii);
      2. Withholding all monies due for Services, deliverables and Work Products that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;
      3. Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
      4. Undertake collection by administrative offset, or garnishment if applicable, of all moneys due for Services, deliverables or Work Product to recover liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State. Offsets or garnishment may be initiated after Contractor has been given any notice required by law; or
      5. Any other remedies available at law or equity.

These remedies are cumulative to the extent the remedies are not inconsistent, and Treasury 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 must be entitled to the same remedies as if this Contract was terminated pursuant to Section 13.e (i).

* 1. **Default by Treasury**. Treasury will be in default under this Contract if:
     1. Treasury fails to pay Contractor any amount pursuant to the terms of this Contract, and Treasury 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
     2. Treasury commits any material breach or default of any covenant, warranty, or obligation under this Contract, 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.
  2. **Contractor’s Remedies for Treasury’s Default**. In the event Treasury terminates the Contract under Section 13.e(i) or (ii), or in the event Treasury is in default under Section 13.c and whether or not Contractor elects to exercise its right to terminate the Contract under Section 13.e(iv), Contractor’s sole monetary remedy will 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 Contract but not yet billed, authorized expenses incurred and interest within the limits permitted under ORS 293.462, and (b) with respect to deliverable-based Services, a claim for the sum designated for completing the deliverable multiplied by the percentage of Services completed and accepted by Treasury, in each case less previous amounts paid and any claim(s) that Treasury has against Contractor. In no event will Treasury be liable to Contractor for any expenses related to termination of this Contract or for anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section 13.d, Contractor must pay immediately any excess to Treasury upon written demand provided in accordance with Section 20.
  3. **Termination.**
     1. **Parties' Right to Terminate for Convenience.** This Contract may be terminated at any time by mutual written consent of the parties.
     2. **Treasury's Right to Terminate for Convenience.** Treasury may, at its sole discretion, terminate this Contract, in whole or in part, upon 10 days’ notice to Contractor:
        1. If Treasury fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Services, any deliverables or Work Products; or
        2. If federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the Treasury’s purchase of the Services, any deliverables or Work Products under this Contract is prohibited or Treasury is prohibited from paying for such Services, deliverables or Work Products from the planned funding source.
     3. **Treasury’s Right to Terminate for Cause**. In addition to any other rights and remedies Treasury may have under this Contract, Treasury may terminate this Contract immediately upon written notice by Treasury to Contractor, or at such later date as Treasury may establish in such notice, or upon expiration of the time period and with such notice as provided in Section 13.e (iii) (B) through (C) below, upon the occurrence of any of the following events:
        1. 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;
        2. 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 Contract and Contractor has not obtained such license or certificate within thirty (30) calendar days after Treasury’s notice or such longer period as Treasury may specify in such notice; or
        3. 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 Services or provide any required deliverables or Work Product under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Services, deliverables or Work Product as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within thirty (30) calendar days after Treasury's notice, or such longer period as Treasury may specify in such notice.
        4. Contractor is in default under Section 13.a(iv) or (v) for failure to pay taxes or other liquidated and delinquent debt owed to the State of Oregon.
        5. Contractor’s failure to comply with section 15.c constitutes a breach that entitles Treasury to terminate this Contract for cause.
     4. **Contractor’s Right to Terminate for Cause**. Contractor may terminate this Contract with such written notice to Treasury as provided in Sections 13.e (iv) (A) and (B) below, or at such later date as Contractor may establish in such notice, upon the occurrence of the following events:
        1. Treasury is in default under Section 13.c(i) because Treasury fails to pay Contractor any amount pursuant to the terms of this Contract, and Treasury 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
        2. Treasury is in default under Section 13.c (ii) because Treasury commits any material breach or default of any covenant, warranty, or obligation under this Contract, fails to perform its commitments hereunder within the time specified or any extension thereof, and Treasury 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.
     5. **Return of Property**. Upon termination of this Contract for any reason whatsoever, Contractor must immediately deliver to Treasury all of Treasury’s property (including without limitation any deliverables or Work Products for which Treasury 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 Treasury property is expressed or embodied at that time. Upon receiving a notice of termination of this Contract, Contractor must immediately cease all activities under this Contract, unless Treasury expressly directs otherwise in such notice of termination. Upon Treasury's request, Contractor must surrender to anyone Treasury designates, all documents, research or objects or other tangible things needed to complete the Services, any deliverables and any Work Product.
  4. **Contractor's Tender upon Termination.** Upon receiving a notice of termination of this Contract, Contractor must immediately cease all activities under this Contract, unless Treasury expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor must deliver to Treasury’s Contract Administrator all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon request from Treasury’s Contract Administrator, Contractor must surrender to anyone the Contract Administrator designates, all documents, research or objects or other tangible things needed to complete the deliverables, Services or any Work Product.

1. **Records Maintenance; Access.** Contractor must maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor must 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 must have access, upon reasonable notice and during Contractor’s business hours, 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 must retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for six (6) years, and Treasury will provide notice to Contractor not less than thirty {---30---} days before the end of that year as to the third-party storage provider to which the Treasury, at its cost and expense, will have Contractor deliver such records in electronic form.Upon written instruction from Treasury’s Contract Administrator, Contractor must not retain, but will return to Treasury or destroy, any of the foregoing materials specifically designated by the Contract Administrator for return or destruction.
2. **Compliance with Applicable Law.**
   1. **Compliance with Law Generally**. Contractor and the Treasury must comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to each of them under this Contract. Treasury’s performance under the Contract is conditioned upon Contractor's compliance with the obligations of contractors under ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein.
   2. **Tax Compliance.** As set forth on Exhibit C, Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, “tax laws” includes: (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor’s property, operations, receipts, or income, or to Contractor’s performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any failure to comply with the provisions of this subsection 15.b or Contractor’s certifications set forth in Exhibit C constitutes a material breach of this Contract. In that event, this Contract will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Contractor’s compensation under this Contract or (ii) exercising a right of setoff against Contractor’s compensation under this Contract for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

* 1. **Pay Equity.** As required by ORS 279B.235, Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor’s employees in the payment of wages or other compensation for work of comparable character on the basis of an employee’s membership in a protected class. “Protected class” means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age.

Contractor may not prohibit any of Contractor’s employees from discussing the employee’s rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee’s rate of wage, salary, benefits, or other compensation with another employee or another person.

1. **Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor must 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 must demonstrate its legal capacity to perform the Services under this Contract in the State of Oregon prior to entering into this Contract.
2. **Force Majeure.** Neither Treasury nor Contractor will 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 Treasury or Contractor, respectively. Contractor must, however, make reasonable efforts to remove or eliminate such a cause of delay or default and must, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
3. **Survival.** All rights and obligations will cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 1, 7, 9, 10, 11, 12, 13, 14, 15, 18, 23, 24, and 26.
4. **Time is of the Essence.** Contractor agrees that time is of the essence under this Contract.
5. **Notice.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder must be given in writing 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 will be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile or electronic mail will be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against Treasury, such facsimile or electronic transmission must be confirmed by telephone notice to the Contract Administrator. Any communication or notice by personal delivery will be deemed to be given when actually delivered.
6. **Severability.** The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties must be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
7. **Counterparts.** This Contract may be executed in several counterparts, all of which when taken together will 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 will constitute an original.
8. **Governing Law; Venue; Consent to Jurisdiction.** This Contract must be governed by and construed and enforced 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 any other agency or department of the State of Oregon) and Contractor that arises from or relates to this Contract must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.
9. **Confidentiality.** 
   1. At all times during the term of this Contract and thereafter, Contractor must 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 Services, has in its possession, including its own such information, as well as including, but not limited to, relating to the State of Oregon’s 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 must 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 the Treasury in writing or required by law, Contractor may 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 Services. 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 each of the parties hereunder.
   2. The foregoing restrictions do 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 Treasury, (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.
10. **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 Contract in a form satisfactory to the Contract Administrator.
11. **Merger Clause; Waiver.** This Contract and all attached exhibits constitute the entire agreement between the parties on the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract may 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, will be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Contract does not constitute a waiver by such party of that or any other provision.
12. **Oregon False Claims Act.**
    1. 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.
    2. Without limiting the generality of the foregoing, Contractor represents and warrants that:
       1. Contractor’s representations, certifications, and other undertakings in this Contract are not False Claims Act Violations; and
       2. 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.
    3. 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.
    4. Contractor must immediately report in writing, to Treasury, any credible evidence that a principal, employee, agent, subcontractor, sub grantee, 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.
    5. Contractor understands and agrees that any remedy that may be available under the Oregon False Claims Act will be in addition to any other remedy available to the State of Oregon or Treasury under any other provision of law, or this Contract.
13. **Amendments.**

Treasury 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, to delete Services or to add any Services that are within the scope of work, if any, or any combination of the foregoing. The parties may not waive, supplement or amend the terms of the Contract, in any manner whatsoever, except by written amendment signed by all parties, for which all necessary State of Oregon approvals have been obtained.

(The remainder of this page left blank intentionally)

By their signatures below, the parties agree to be bound by and will comply with, all requirements, terms, and conditions contained in this Contract ({---Contract ID---}.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Contractor’s Signature** | |  | **Treasury’s Signature** | |
| Business Name | {---Company Name---} |  | Entity | {---Contracting Entity---} |
| DBA (if any) | {---DBA---} |  |  |  |
| Address | {---Street1---}  {---City---}, {---State/Province---} {---Postal Code---} |  | Address | 350 Winter St. NE, Suite 100  Salem, OR 97301 |
| Email | {---Primary Contact Email---} |  | Email | {---Email---} |
| Phone | {---Primary Contact Phone---} |  | Phone | {---Phone---} |
| Tax ID | {---Tax ID---} |  |  |  |
|  | |  |  |  |
|  | |  |  | |
| Contractor’s Authorized Representative | |  | Treasury Representative | |
|  | |  |  | |
| Title | |  | Title | |
|  | |  |  | |
| Date | |  | Date | |
|  | |  |  | |
| Signature | |  | Signature | |

|  |  |  |
| --- | --- | --- |
| **Department of Justice Approval** | | |
|  |  |  |
| Approved by (Signature) |  | Date |

(The remainder of this page left blank intentionally)

**EXHIBIT A**

STATEMENT OF WORK

Part I. General Information.

Part II. Work; Acceptance Criteria; Deliverables and Delivery Schedule.

A

B. Scope of Services

C. Tasks

Part III. Special Considerations.

Part IV. Additional Optional Services.

Part V. Payment Provisions.

1. The compensation for Services accomplished under this Contract and for authorized travel reimbursement to Contractor may not exceed a maximum of [$XX.XX]**.**

Contractor agrees to perform all Services based on the pricing listed above in Part II and Part IV.

1. Payments will be made to Contractor over the period of the Contract upon receipt of the Contractor’s detailed invoice. Each detailed invoice must be based on the prices listed above in Part II and Part IV. All invoices and other forms of claims for payment must be submitted by email no more than once per month to [IA.accounting@ost.state.or.us](mailto:IA.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 will constitute a waiver on the part of Contractor to present such claim thereafter or to receive payment therefore. Any overdue payments by Treasury for an approved billing statement will be paid in accordance with ORS 293.462.
2. Contractor must complete all Services, deliverables or Work Product as defined in this Exhibit A to Treasury’s satisfaction. If Contractor expends all time allowed under the Contract and fees incurred have reached the maximum compensation allowed under Section 3(a) of the Contract, but the Services are not complete or are not satisfactory, Contractor must complete the Services to Treasury’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 the Treasury may initiate the action on its own. Any amendment must receive all necessary State approvals prior to commencement of any Services performed under the amendment.
3. Treasury will make final payment of any balance due Contractor promptly upon verification of completion and acceptance of Services, deliverables or Work Product by Treasury. Treasury, or its duly authorized agents, may audit Contractor’s records prior to payment of the final billing.
4. If Contractor requests that payments be directly deposited in its bank account, the Contractor must submit a correct and completed **Direct Deposit Authorization Form** to Treasury. The form is available on the internet at: <https://www.oregon.gov/das/Financial/AcctgSys/Documents/ACH_Enrollment_Form.pdf>.
5. Funds Available and Authorized; Payments. Contractor understands and agrees that Treasury’s payment of amounts under this Contract is contingent on Treasury receiving funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow Treasury, in the exercise of its reasonable administrative discretion, to make payments under this Contract.
6. The Contractor must submit a correct and completed W-9 **Request for Taxpayer Identification Number and Certification Form** to Treasury.The form is available on the internet at: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>.

Part VI. Travel and Other Expenses.

Treasury will not reimburse Contractor for mileage, meals, or parking expenses.

(The remainder of this page left blank intentionally)

**EXHIBIT B**

Insurance Requirements

Contractor, at its own expense, must have the following insurance policies and in the amounts required at all time while performing under this Contract. For any claims-made based coverage the Contractor must purchase an Extended Reporting Period Endorsement (i.e., “tail coverage”) period of at least 24 months as described below.

Coverage must be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers’ Compensation. Contractor must pay all deductibles, self-insured retention and self-insurance, if any.

The company from whom the Contractor purchases insurance coverage must be authorized to conduct business and transact the business of insurance in the State of Oregon. Treasury reserves the right to not accept the insurance coverage purchased by Contractor for any reason.

Extended Reporting Period Endorsement:

If any of the required insurance is on a claims-made basis, other than Workers’ Compensation and Employer Liability, and does not include an extended reporting period of at least 24 months, Contractor must maintain either an Extended Reporting Period Endorsement (i.e., “tail coverage”) or continuous claims-made liability coverage. The endorsement must be effective on or before the date of this Contract and extend for a minimum of 24 months after the latest of the following:

Contractor’s completion and the Treasury’s acceptance of all Services required under this Contract,

The Treasury or Contractor terminate this Contract, or

The expiration of all warranty periods provided under this Contract.

Additional Insured

If required under this Exhibit B, Contractor must include an Additional-Insured endorsement specifying the Oregon State Treasury, its officers, employees and agents as additional insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations under this Contract.

Workers’ Compensation and Employer Liability

Contractor must provide workers’ compensation coverage unless exempt under ORS 656.126(2). Contractor must also provide Employers’ Liability coverage in the amount required in this Exhibit B. Contractor must verify that each subcontractor complies with these requirements. It is Contractor’s responsibility to clearly demonstrate that they do not employ subject workers or are exempt.

Required Insurance

If the box in the “Required?” column in the table below is marked, the Contractor must purchase and maintain the type of insurance (“Insurance Type” column) and in the amount (“Amount” column) required by Treasury. If the box in the “Additional Insured Endorsement Required?” column is marked, then the Contract must provide the Additional Insured Endorsement.

|  |  |  |  |
| --- | --- | --- | --- |
| **Required?** | **Insurance Type** | **Amount** | **Additional Insured Endorsement**  **Required?** |
|  | Workers’ Compensation | Pursuant to ORS chapter 656 |  |
|  | Employer Liability | $500,000 or more per accident |  |
|  | Professional Liability | $2,000,000 or more per occurrence  [$4,000,000] or more aggregate |  |
|  | Commercial General Liability | $2,000,000 or more per occurrence  [$4,000,000] or more aggregate |  |
|  | Automobile Liability | $2,000,000 or more for bodily injury and property damage |  |

Certificate(s) and Proof on Insurance

Contractor must provide to Treasury Certificate(s) of Insurance for all required insurance before delivering any deliverables or Work Product and performing any Services under this Contract. The Certificate(s) must list the Oregon State Treasurer, its officers, employees and agents as a Certificate holder and as an endorsed additional insured, if required. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, upon Treasury’s request Contractor must provide copies of insurance policies and endorsements relating to the insurance requirements in this Contract. Treasury may request these policies and endorsements at any time during the Contract period.

Notice of Change or Cancellation

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

**EXHIBIT C**

Contractor Certifications

The Affiant is an Authorized Representative of Contractor. Contractor has authorized the Affiant to make all representations, attestations, and certifications contained in this Contract, to sign this Contract on behalf of the Contractor. The Affiant has authority and knowledge regarding Contractor's payment of taxes. The Affiant, both individually and on behalf of Contractor, certifies to the best of the affiant’s knowledge that:

1. The Contractor's correct taxpayer identification numbers are as follows:

Federal Tax Number Click or tap here to enter text.

Oregon Tax Number Click or tap here to enter text.

1. Contractor is not subject to backup withholding because:
   1. Contractor is exempt from backup withholding,
   2. Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or
   3. The IRS has notified Contractor that Contractor is no longer subject to backup withholding.
2. 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.
3. 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 <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
4. Contractor does not have any outstanding liquidated and delinquent debt owed to the State of Oregon, or a department or agency thereof or to a political subdivision of the State of Oregon.
5. Contractor has a written policy and practice that meets the requirements described in ORS 279A.112 to prevent sexual harassment, sexual assault and discrimination against employees who are members of a protected class, and will maintain the policy and practice during the term of the Contract; and
6. Contractor **Choose an item.** a nonresident alien as defined in 26 USC § 7701(b) (1). If Contractor is a nonresident alien as defined in 26 USC § 7701(b)(1)(B), then Contractor must submit to Treasury a completed W-8 form, 8233 form, or W-9 form, as applicable, from the Internal Revenue Service (“IRS”), as evidence that Treasury is not required by 26 USC 1441 to withhold part of Contractor's payment. The forms are available at <http://www.irs.gov>.
7. For a period of no fewer than six calendar years preceding the Effective Date of this Contract, Contractor faithfully has complied with:
   1. All tax laws of this state, including but not limited to, ORS 305.620 and ORS chapters 316, 317, and 318;
   2. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor’s property, operations, receipts, or income, or to Contractor’s performance of or compensation for any work performed by Contractor;
   3. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
   4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

|  |
| --- |
| **Affiant’s Certification and Signature** |
|  |
| Affiant’s (Authorized Representative’s) Name |
|  |
| Title |
|  |
| Date |
|  |
| Affiant’s (Authorized Representative’s) Signature |

ATTACHMENT B

disclosure exemption AFFIDAVIT

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

1. I am an employee of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this affidavit and accept the responsibilities stated herein.
2. I am aware that the Proposer has submitted a Proposal, dated on or about [insert date] (the “Proposal”), to the State of Oregon (State) in response to Request for Proposals RFP 1058, for Opportunity Portfolio Consultant Service, and I am familiar with the contents of the RFP and Proposal.
3. I have read and am familiar with the provisions of Oregon’s Public Records Law, Oregon Revised Statutes (“ORS”) 192.311 through 192.478, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.
4. I have reviewed the information contained in the Proposal. The Proposer believes the information listed in Exhibit A is exempt from public disclosure (collectively, the “Exempt Information”), which is incorporated herein by this reference. It is my opinion that the Exempt Information is exempt from disclosure under Oregon’s Public Records Law under the specifically designated sections as set forth in Exhibit A or constitutes “Trade Secrets” under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:
   1. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
      1. is not patented,
      2. is known only to certain individuals within the Proposer’s organization and that is used in a business the Proposer conducts,
      3. has actual or potential commercial value, and
      4. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

or

* 1. Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:
     1. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
     2. Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Affiant’s Signature

EXHIBIT A TO ATTACHMENT B

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

ATTACHMENT C

PROPOSER INFORMATION AND CERTIFICATION SHEET

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Legal Name of Proposer: | | |  | | | | |
| Address: |  | | | | | City, State, Zip: | | |  | | | | |
| State of Incorporation: | | |  | | | | | Entity Type: | |  | | | | |
| Contact Name: | |  | | Telephone: | | |  | | | | Email: |  | | |
| Oregon Business Registry Number (if required): | | | | |  | | | | | | | |

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

1. Proposer understands and accepts the requirements of this RFP. By submitting a Proposal, Proposer agrees to be bound by the Contract terms and conditions in Attachment A and as modified by any Addenda, except for those terms and conditions that Agency has reserved for negotiation, as identified in the RFP.
2. Proposer acknowledges receipt of any and all Addenda to this RFP.
3. Proposal is a Firm Offer for 180 days following the Closing.
4. If awarded a Contract, Proposer agrees to perform the scope of work and meet the performance standards set forth in the final negotiated statement of work of the Contract.
5. I have knowledge regarding Proposer’s payment of taxes and by signing below I hereby certify that, to the best of my knowledge, Proposer is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
6. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding subcontracts, Proposer does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business. If applicable, Proposer has, or will have prior to contract execution, a written policy and practice, that meets the requirements described in ORS 279A.112 (formerly HB 3060), of preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class. Agency may not enter into a contract with an anticipated contract price of $150,000 or more with a Proposer that does not certify it has such a policy and practice. See <https://www.oregon.gov/DAS/Procurement/Pages/hb3060.aspx> for additional information and sample policy template.
7. Proposer and Proposer’s employees, agents, and subcontractors are not included on:
   1. the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>., or
   2. the government wide exclusions lists in the System for Award Management found at: <https://www.sam.gov/portal/>
8. Proposer certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Proposer, its employees, or its agents, on the one hand, and the business or economic interests of the State, on the other hand, arising out of, or relating in any way to, the subject matter of the RFP. If any changes occur with respect to Proposer’s status regarding conflict of interest, Proposer shall promptly notify the State in writing.
9. Proposer certifies that all contents of the Proposal (including any other forms or documentation, if required under this RFP) and this Proposal Certification Sheet are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.
10. Proposer understands that any statement or representation it makes, in response to this RFP, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" (as defined by the Oregon False Claims Act, ORS 180.750(1)), made under Contract being a "false claim" (ORS 180.750(2)) subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.
11. Proposer acknowledges these certifications are in addition to any certifications required in the Contract and Statement of Work in Attachment A at the time of Contract execution.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Authorized Signature |  | Date |
|  |  |  |
| (Printed Name and Title) |  |  |

**ATTACHMENT D**

**COVER SHEET & REFERENCES**

Legal Entity name:

DBA:

Mailing Address:

Website:

Phone number: Fax number:

State of incorporation:

Business Designation (check one):

**[ ]** Corporation **[ ]** Professional Corporation **[ ]** Partnership **[ ]** Limited Partnership

**[ ]** Limited Liability Company **[ ]** Limited Liability Partnership **[ ]** Sole Proprietorship

**[ ]** Other

Oregon Resident Proposer: **[ ] Yes [ ] No**

Proposer and/or its principals have experience providing portfolio consulting services or other highly comparable, relevant experience to clients with aggregate alternatives portfolio assets of at least $3 billion. The firm’s alternatives portfolio consulting client roster must also include at least one US public pension plan with at least $10 billion of total assets across all asset classes. **[ ] Yes [ ] No**

Proposer is a registered investment advisor with the Securities Exchange Commission (“SEC”) under the Investment Advisors Act of 1940. Provide Form ADV, Parts 1 and 2.

**[ ] Yes [ ] No**

The primary key person assigned to the Client account must have a minimum of five (5) years of experience providing alternatives consulting services to public and/or private pension plans or other highly comparable, relevant experience.

**[ ] Yes [ ] No**

Within the last five (5) years, has Proposer or an officer or principal been involved in any business litigation or other legal proceedings relating to your consulting or other activities?

**[ ] Yes [ ] No**

If yes, provide an explanation and indicate the current status or disposition.

Has Proposer or an officer or principal been involved or received notification of an SEC inquiry (or similar activity) relating to your consulting or other activities? **[ ] Yes [ ] No** If so, provide an explanation and indicate the current status or disposition.

Proposer Name:

* Certifies to having a formal Affirmative Action policy;
* Is an equal employment opportunity employer;
* Is a legal entity and is authorized to enter into an Agreement;
* Is currently or will be authorized to do business in the State of Oregon at the time of Agreement award; and
* Has authorized the undersigned to represent the entity and answer questions or provide clarification concerning the proposal.

Signature of authorized representative Date

Printed name of authorized representative Title

Phone number: Fax number:

Email address:

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

|  |  |  |
| --- | --- | --- |
| **REFERENCE No. 1:**  Organization Name:  Contact Person:  Project Title: |  | Telephone:  Fax:  Email: |
| **REFERENCE No. 2:**  Organization Name:  Contact Person:  Project Title: |  | Telephone:  Fax:  Email: |
| **REFERENCE No. 3:**  Organization Name:  Contact Person:  Project Title: |  | Telephone:  Fax:  Email: |

**ATTACHMENT E**

**FEE SCHEDULE**

Firms providing a response must submit their fee schedule for proxy voting services in the format prescribed below. The fee schedule shall include all costs and expenses for providing services to OST as described in this RFP.

FEE SCHEDULE

Firms providing a response must submit an annual fee of all services as described in the Scope of Work (see section 2.3) of this RFP. For purposes of scoring the fee proposal, each fee structure will be weighted equally. Agency will select one fee structure to be used in the Contract.

|  |  |
| --- | --- |
| Year 1 | $ |
| Year 2 | $ |
| Year 3 | $ |
| Optional |  |
| Year 4 | $ |
| Year 5 | $ |
| Optional |  |
| Year 6 | $ |
| Year 7 | $ |
| Seven-Year Total | $ |

Firm Name

Signature of authorized representative Date

Printed name of authorized representative Title

ATTACHMENT F

Certified DisadvantageD Business OUTREACH PLAN

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Proposer Name: | |  | | | Date: |  | | |
| Contact Name: |  | | Telephone: |  | | | Email: |  |

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

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

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

1. **Is Proposer an Oregon certified firm?** Yes No 

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

Oregon State Certification Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Include a list of Certified Firms that Proposer has had a contractual relationship with within the last two years.**
2. **Include a list of firms that Proposer has had a contractual relationship with within the last two years that are not Certified Firms but may be minority-owned, woman-owned, service-disabled veteran-owned or emerging small businesses.**
3. **Does Proposer foresee any subcontracting opportunities for this procurement?** Yes  No

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

If yes, please complete the following pages and submit all pages with your Proposal.

Certified Disadvantaged Business Outreach Plan

1. **Describe the steps Proposer will take to solicit Certified Firms for subcontracting opportunities if awarded a contract from this procurement.**
2. **Describe the subcontracting opportunities and the approximate dollar value of each that may be available, if awarded a Contract.**
3. **Would Proposer be willing to report the identity of each subcontractor and the value of each subcontract to COBID if awarded a Contract from this procurement?**

**ATTACHMENT G**

**RESPONSIBILITY INQUIRY**

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

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

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

Response:

3. Within the last three years has Proposer (incl. a partner or shareholder owning 10% or more of Proposer’s firm) or a major subcontractor (receiving 10% or more of a total contract amount) been criminally or civilly charged, indicted or convicted in connection with:

• obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract,

• violation of federal or state antitrust statutes relating to the submission of bids or Proposals, or

• embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property? **YES**  **/ NO** **.**

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

Response:

4. Within the last three years, has Proposer had:

• any contracts terminated for default by any government agency, or

• any lawsuits filed against it by creditors or involving contract disputes? **YES**  **/ NO** **.**

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

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

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

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

If "YES” on the first question or second question, or “NO” on the third question, please provide additional details Response:

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

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

Response:

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

If "NO," please explain.

Response:

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

Response:

**AUTHORIZED SIGNATURE**

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

|  |  |
| --- | --- |
| Proposer Name: | RFP:  Project Name: |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name Title