



Oregon
University
System

REQUEST FOR INFORMATION

RFI #2013-01

Governmental Retirement Plans Conversion From Single to Multiple Employer Plans Consultant and/or Legal Services

ISSUE DATE: August 7, 2013

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CLOSING TIME: 5:00 PM Pacific Time

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Oregon University System Request for Information #2013-01

Governmental Retirement Plans Conversion From Single too Multiple Employer Plans Consultant and/or Legal Services

Section I – Project Information

INTRODUCTION

The Oregon University System (“OUS” or “Board”) seeks information from firms experienced in the following areas:

1. Converting three existing single-employer plans to multiple-employer plans (MEPs);
2. Developing options to manage two closed, legacy plans; and
3. Identifying alternative plan options, including the implementation of an OUS 457(b) plan, for use with employees whose possible reassignment to non-educational institutions would preclude participation in the current 403(b) voluntary retirement saving plan.

This is a time-sensitive inquiry to identify one or more qualified firms available to immediately assist the Board with the project described in this document and to evaluate the costs associated with those services. The Board is seeking consultant and/or legal services. Firms may reply if they are able to provide only a portion of the services described, but should then clearly indicate what portion of the scope would need to be subcontracted out or provided directly by another responder. Multiple, distinct responders may collaborate on a response to this RFI if tasks and costs are clearly delineated between amongst entities (multiple entities should not be working on the same task and all entities should recognize that experience and references will be considered independently).

OUS Objective #1 of this RFI is to develop a reasonable estimate of specific costs to convert each of the OUS retirement plans to multiple-employer plans, with sufficient specificity to create a project budget.

OUS Objective #2 of this RFI is to identify professional consultants and groups with experience in projects of this nature and size within a governmental, higher education operating environment.

BACKGROUND

OUS, consisting of the Chancellor’s Office and seven public four-year universities, offers eligible employees a selection of governmental plans including: (i) a defined contribution 401(a) Optional Retirement Plan (ORP); (ii) a voluntary Tax-Deferred Investment 403(b) program (TDI); (iii) a cash balance plan exclusively for the benefit of university presidents. In addition, OUS sponsors two closed, custom-designed, hybrid plans, one of which serves a small number of active participants. All OUS plans are currently single employer plans of the Oregon State Board of Higher Education (OSBHE).

The Oregon University System is an instrumentality of the state and a government entity performing governmental functions and exercising governmental powers. The seven public universities within OUS currently include:

- Eastern Oregon University (EOU)
- Oregon Institute of Technology (OIT)
- Oregon State University (OSU)
- Portland State University (PSU)
- Southern Oregon University (SOU)
- University of Oregon (UO)
- Western Oregon University (WOU)

As a result of legislation recently passed by the Oregon legislature, on July 1, 2014, the three largest OUS institutions (PSU, OSU, and UO) will each become special governmental bodies of the state of Oregon with governing boards that are independent of the OSBHE. The authorizing statute for this change requires the separating universities to participate in the Oregon University System retirement plans until July 1, 2015. After July 1, 2015, universities with independent governing boards may elect to continue to participate in the plans under shared services administration or may establish their own plans. The transition steps and timeline for plan management are in development, and full details are expected in early 2014. Nevertheless, work on converting the plans to multiple-employer plans must be completed and implementation-ready no later than the second quarter of 2014 for a July 1, 2014 transition to MEPs.

The four smaller universities – EOU, OIT, SOU, and WOU - may request special governmental body status between March 1, 2014 and June 1, 2015. These public universities are likewise required to participate in the OUS retirement plans until July 1, 2015 and may elect to participate thereafter.

The OUS Chancellor's Office role is to maintain the current plans and vendors in a way that complies with IRS and state regulations, with limited participant disruption or plan redesign, through June 30, 2015, while at the same time directing the MEP conversion. The Chancellor's Office role is also to support the public universities' elections to remain or separate from the OUS plans, to identify alternate plan options for entities that may no longer qualify to participate in the current plans, and to assist any university's election to exit from the current plans.

OUS RETIREMENT PLANS SUMMARY

OUS sponsors five governmental plans.

1. 401(a). The Optional Retirement 401(a) Plan (ORP) and is a multi-provider plan served by Fidelity Investments, TIAA-CREF, and VALIC. The plan record-kept by Fidelity Investments features an open-architecture, advised investment menu; the TIAA-CREF platform includes mutual funds as well as fixed and variable annuities; the VALIC platform offers variable and fixed annuities and is closed to new participants.
2. 403(b). The Tax-Deferred Investment 403(b) Plan (TDI) is a multi-provider plan served by Fidelity Investments, TIAA-CREF, and VALIC. The plan record-kept by Fidelity Investments features an open-architecture, advised investment menu; the TIAA-CREF

platform includes mutual funds as well as fixed and variable annuities; the VALIC platform offers variable and fixed annuities and is closed to new participants. In 2007, the plan was redesigned to consolidate investment options and to conform the TDI to 403(b) Treasury regulations. Upon implementation, thirteen (13) 403(b) providers were frozen, but share information with OUS and continue to hold participant assets under individual custodial account and annuity contracts.

Note: On July 1, 2014, the ORP 401(a) will be linked to the TDI 403(b). Participants hired on or after that date will receive a matching contribution to their ORP account as a percent of salary equal to the percent of salary contributed to the TDI 403(b) up to four percent of the employee's salary.

3. PERS/TIAA-CREF PLANS. Two (2) legacy plans are closed to new participants. Both include a dual-plan arrangement that splits contributions between the defined benefit plan of the state of Oregon Public Employees Retirement System (PERS) and TIAA-CREF annuities. Originally, the plan operated under IRC 403(b) and was restated as an IRC 401(a) in 1989. The 401(a) version of the plan was closed to new participants in 1995.
4. SUPPLEMENTAL RETIREMENT PLAN (SRP). A cash balance 401(a) plan for university presidents is custom-designed and administered by OUS trustees, administrators, and independent pension counsel.
5. Finally, OUS employees may participate in the deferred compensation 457(b) plan of the state of Oregon. OUS has authority to implement up to two 457(b) plans of its own as needed, but has not implemented an OUS 457(b) plan.

All OUS plans, excluding #5, the state's 457(b), are internally administered.

The ORP, TDI, and PERS/TIAA-CREF plans utilize bundled recordkeeping contracts.

Plan Details

1. Optional Retirement 401(a) Plan (ORP)

The ORP serves three hire-date cohort "participant tiers", and OUS is in the process of implementing a fourth tier for employees hired on or after July 1, 2014. OUS, the three current providers, and retained counsel will be conducting work on a number of plan changes concurrently with the work of the Contractor to convert the ORP and other plans to multiple-employer arrangements. Tier 4 of the ORP introduces an employer match to an employee's salary deferral to the 403(b) plan. No plan design or provider changes are under consideration other than those required by action of the 2013 legislature and any other statutory change required by action of a special session of the legislature or the regular 2014 legislative session that occur during the term of this engagement.

ORP Plan Size as of December 31, 2012

ORP total assets:	\$488,694,464
Monthly contributions:	\$3,776,367 million

Active participants: 3,270

See highlights and other ORP information at <http://www.ous.edu/dept/hr/benefits/orp>

2. Tax-Deferred Investment 403(b) Program (TDI)

The TDI is a voluntary retirement savings plan for employees of the university system. Accounts are funded solely through salary reduction agreements of the participants, with no employer contributions. Beginning on July 1, 2014, new employees' salary deferrals to the TDI will provide a matching employer contribution to the ORP. Key questions regarding the TDI include whether a 403(b) plan can operate as a multiple-employer plan, if securities registration for each separate employer's plan would be required, and availability of this plan to ESSE employees.

TDI Plan Size as of December 31, 2012

TDI total assets: \$410,307,907

Monthly contributions: \$1,926,494

Active participants: 2,919

See highlights and other TDI information at <http://www.ous.edu/dept/hr/benefits/tdi>

3. PERS/TIAA-CREF 403(b) and 401(a) Plans

Two closed plans were used by the OUS and an affiliated university which became a separate public corporation in 1995. These plans feature a dual-plan hybrid design: contributions based on first \$4800 of earned salary went to the PERS defined benefit plan, and additional contributions based on salary over \$4800 in the year were invested in TIAA-CREF annuity products. Participants had a one-time opportunity to irrevocably elect participation in the ORP in 1996 when it replaced the 401(a) version of the PERS/TIAA-CREF hybrid plans. Participants in these plans include employees of the Oregon Health and Sciences University, which separated from the Oregon University System in 1995.

The PERS/TIAA-CREF 403(b) plan operated between 1966 and 1989.

403(b) Plan Size as of December 31, 2012

TIAA-CREF assets: \$49,470,425

Monthly contributions: \$0

Active Participants: 0

Total Participant Accounts: 453

In 1989, the PERS/TIAA-CREF plan was restated as a 401(a) plan, and closed to new participants in 1995.

401(a) Plan Size as of December 31, 2012

TIAA-CREF assets: \$24,156,098

Monthly contributions: \$47,442

Active Participants: 37

Total Participant Accounts: 372

3. Supplemental (Cash Balance) Retirement Plan

A custom-designed 401(a) cash balance plan provides deferred compensation for selected university presidents. Retained pension counsel manages the plan in concert with the OUS general counsel, trustees and an administrator. This plan is noted for informational purposes only. It will be adapted and managed by the retained counsel.

CURRENT SINGLE-EMPLOYER PLANS ADMINISTRATION

OUS' ORP and TDI retirement plans operate under partially decentralized administration model, with duties shared by the Human Resources Division, the Controller's Division, and administrators on each campus. The distribution of duties and functions for these employee retirement plans can be found at the end of this document (see **Current Single-Employer Plans Administration**).

Chancellor's Office staff administer the two closed PERS/TIAA-CREF plans as well as the Supplemental Retirement (cash balance) Plan.

CONVERSION TO MULTIPLE-EMPLOYER PLANS (MEP)

On July 1, 2014, the three largest of the OUS public universities become special government bodies of the state of Oregon. In doing so, these schools establish themselves as separate legal entities and operate under independent governing boards separate from the OSBHE. The remaining four universities have an option to request independent status on a delayed schedule. Notwithstanding the decentralization of governing boards in 2014, all public universities are required continue to share certain services, including employee benefits, through June 30, 2015.

Legal analysis and statutory interpretation of the current legislation indicates that the universities establishing independent legal, governance, and tax status may not be treated as related employers within a controlled group.

The Office of the Chancellor will manage and administer the retirement plans until a successor is established and operational.

GENERAL INFORMATION

The OUS Department of Contracting and Purchasing will be your sole point of contact during the RFI process. All correspondence pertaining to this RFI should be appropriately addressed to the Director of Contracting and Purchasing per the contact information below:

Hillary Bounds, OUS Director of Contracting and Purchasing

Telephone: (503) 725-5775
Email: PACS@ous.edu
**Email preferred*

Office Address: OUS Chancellor's Office
(required for FedEx, UPS, etc) 1800 SW 6th Avenue, Suite 520
Portland, OR 97201

Mailing Address: Oregon University System
(required for USPS) PO Box 751
Mail Code: CHAN
Portland, OR 97207-0751

EXPECTED CONTRACT TERM

The OUS expects to have contracts in place to begin the services contemplated in this RFI on or about September 30, 2013. The term of the contract is expected to extend until September 30, 2015.

GENERAL PROVISIONS

- 1. Budget:** OUS has limited funding allocated for completion of this project and may choose to award a part of the contract or the entire contract based upon phasing of the work and associated cost proposals.
- 2. Requests for Clarification:** Responders may submit questions regarding the RFI. Questions must be received in writing prior to the RFI closing date and time to the OUS Director of Contracting and Purchasing email address listed under "General Information" in this RFI. All reasonable efforts will be made for timely response to questions, but questions received close to the Closing Date and Time may not be answered. Please check the OUS bidding opportunities website below for distribution of answers to questions received.
- 3. Addenda:** If any part of this RFI is amended, addenda will be provided on the OUS Current Business and Bidding Opportunities website (<https://secure.ous.edu/bid/>). Responders are exclusively responsible for checking the OUS Current Business and Bidding Opportunities website to determine whether any addenda have been issued. **By submitting a Response, each Responder thereby agrees that it accepts all risks and waives all claims associated with or related to its failure to obtain any addendum or addendum information.**

4. Public Records: Responses are deemed confidential until contracts are awarded or the Board determines that contracting out these services is no longer necessary or not in the best interests of the state. This RFI and one copy of each response, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Response contains any information that is considered a **TRADE SECRET** under the Oregon Revised Statutes (“ORS”) 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

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

By submitting a response to this RFI, Responders acknowledge and agree that any information not set apart and labeled as described above is not a trade secret under ORS 192.501(2) and may be subject to disclosure under the Oregon Public Records Law. The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance.” ORS 192.500(1). Therefore, non-disclosure of documents or any portion of a document submitted as part of a Response, including those labeled as Trade Secrets, may depend upon official or judicial determinations made pursuant to the Public Records Law.

5. Investigation of References: The OUS reserves the right to investigate all references in addition to supplied references and investigate past performance of any Responder with respect to its successful performance of similar services, compliance with specifications and contractual obligations, completion or delivery of a project on schedule, and lawful payment of subcontractors and employees.

Despite its right to investigate all Responder references, the OUS is not obligated to utilize references as part of its evaluation and may decline to investigate or consider references.

6. RFI Preparation Costs: Cost of developing a Response, attendance at an interview (if requested by the OUS) or any other such costs are entirely the responsibility of the Responder and will not be reimbursed by the OUS. By submitting a Response, each Responder thereby accepts all risks, and waives all claims, associated with or related to the costs it incurs in Proposal preparation, submission, and participation in the solicitation process.

7. Clarification and Clarity: The OUS reserves the right to seek clarification of each Response or to make an award without further discussion of Responses received.

DELIVERY OF RESPONSES

Complete responses (including all attachments) may be emailed to the OUS Director of Contracting and Purchasing per the contact information provided under “General Information.” The responses must be electronically received by the Closing Date and Time. **Email subject line must be “Response to RFI #2013-01.”** Responder ***must*** telephone and confirm electronic receipt of the complete emailed document(s) before the time and date deadline. Responses delayed or lost by email system filtering or failures may be considered at the OUS’s sole discretion.

PROJECT SCOPE OF WORK

The Oregon University System is requesting responses to this RFI to identify responders interested in a contract that would include all or part of the following Scope of Work.

It is the goal of the public universities to retain existing plans, providers, investment menus, and plan designs of the Optional Retirement 401(a) Plan, the Tax-Deferred Investments 403(b) Plan, and the Supplemental Retirement Plan.

1. Required Services

Contractor shall:

1. Prepare a detailed workplan and schedule of all steps that will be required to fully convert OUS’ single-employer plans to multiple-employer plans (MEPs), under the management of a shared services entity including:
 - a. Plan document restatements, amendments, required regulatory filings.
 - b. Inter-institutional agreements for administration by OUS, including:
 - i. Access to current and historical payroll data, as needed, related to employees’ university and tax identification; pay records; mailing addresses; employment status; worked hours; retirement codes, eligibility, election and enrollment dates; benefits contributions/deductions;
 - ii. Central records retention of participants plan elections and salary agreements;
 - iii. Central authority of the shared services entity to act on behalf of participants and institutions under established rules of the plans;
 - iv. Payment of exceptional service charges attributable to a specific institution;
 - v. Other common terms and conditions necessary to support administration of multiple-employer plans.
 - c. Revisions to current providers’ service and custodial agreements and, if necessary, issuance of university-specific group annuity contracts.

- d. Advice on conversion planning and implementation of centralized funding, vendor payments, allocation of forfeitures and administrative expenses to shared service enterprise members.
2. Review current cross-institutional payroll administration services of the plans, and provide recommendations for moving to decentralized services. Written recommendations will be required on or before November 1, 2013 for consideration by the OSBHE, Chancellor, VC Finance & Administration; Associate VC Finance & Administration / Controller; and university representatives.

Recommendations must address which current providers:

- a. Can provide secured access to data for multiple payroll centers so that no institution accesses participant or funding data applicable to another ESSE member;
 - b. Can account for contributions and hours of service from 4 or more concurrent employers, e.g., two public universities participating in shared services administration;
 - c. Can aggregate concurrent contributions and employer data for use by administrator in processing transactions and managing combined contribution, compensation, and deferral limits.
 - d. Have a proven track record of successfully recordkeeping and administering large 401(a), 403(b), and 457(b) plans in a multiple-employer plan arrangement.
3. Assess and report the ability/readiness of participating universities to assume decentralized administrative duties and recommend alternatives, if needed, to sustain operations through the initial year of operation.
 4. Provide a detailed transition plan for each OUS retirement plan, describing necessary actions, responsible parties, and target completion dates, and post-implementation tasks assuming a July 1, 2014 cutover for all plans to operate as multiple-employer plans.
 5. Provide draft agreements designed to ensure all employers' engaged participation including, but not limited to, compliance with plan documents, adherence to administrative rules of the plans, and to assure administrator's access to payroll data regarding eligibility, enrollment, compensation, and participant's employment data for purposes of vesting and participant-initiated transactions.
 6. Review and recommend options for ongoing management or termination of the legacy PERS/TIAA-CREF 403(b) Defined Contribution Plan and the PERS/TIAA-CREF 401(a) Money Purchase Plan when OSBHE sponsorship of retirement plans transfers to the shared services entity on July 1, 2014.

7. Provide a detailed transition plan for each OUS retirement plan, describing necessary actions, responsible parties, and target completion dates, and post-implementation tasks. Assume a July 1, 2014 cutover for all plans to operate as multiple-employer plans.
8. Provide start-up, interim and pre-implementation briefings and training to the Board and university representatives to orient them to multiple-employer plan governance and operations. Provide regular updates on workplan progress, milestones achievement, work to be completed, and new considerations that arise during the course of the contract.
9. Advise OUS staff in revising service, custodial, and information-sharing agreements with current providers, custodians, and discontinued 403(b) providers.
10. Draft guidelines and a general workplan describing steps required to prepare for the possible spin-off of one or more universities from existing retirement plans to individual plans specific to each university that elects to separate from shared services plans on or after July 1, 2015.

2. Project Deliverables

Contractor shall provide Board with the deliverables set forth in this Section (“Deliverables”). All Deliverables shall be provided to Board’s Representative according to a schedule developed by Board with Contractor’s input.

1. Written work plans and transition plan described in items 1, 7, and 9 the Scope of Work.
2. Review-ready draft documents to codify vendor contract changes, including recordkeeping and custodial agreements, developed in conjunction with vendors and the OUS Purchasing and Contracts Office (PACs) and subject to final review by PACs three weeks prior to the target effective dates.
3. Review-ready draft documents to convert plans to MEPs on July 1, 2014 will be provided to pension counsel for review and approval 6 weeks prior to the target Board approval date (March 2013).
4. A one-page outline for communicating the MEP conversion to active participants.
5. Provide a one-page outline for communicating plan changes to former employees with account balances in each of the affected plans.
6. Model agreements described in item 5 of the Scope of Work.
7. Copies of materials prepared for briefings and trainings described in item 8 of the Scope of Work.

3. Materials Provided

OUS will provide Contractor with the information, data, reports, and records necessary for carrying out the work contemplated in this Scope of Work. This material will be provided at no charge and OUS will cooperate with Contractor in every reasonable manner to ensure completion of the Services.

4. Optional Services

Other consultation services related to adapting OUS retirement plans to multiple-employer plans and reassignment to a shared services or other successor of the Oregon State Board of Higher Education not specifically contemplated above (“Optional Services”), as approved by Board.

[Intentionally left blank. Section II begins on next page.]

Section II – Required Response Content

1. Title Page and/or Cover Letter

The title page and/or cover letter should indicate the following: date; RFI number; and the name, address, and telephone number of the Responder. The name, title, phone number, and e-mail address of the Responder's contact person who will receive all notices related to the RFI should also be included. Cover letters may also include an executive summary limited to 500 words.

2. References

Provide five references of current clients of your firm with similar metrics to OUS (e.g., plan assets, participants, type), including one client that has newly engaged the firm in the past 36 months and one long-term client. At least three clients should be employers offering non-ERISA, governmental retirement plans. At least one client with a multiple-employer retirement plan should be included. References should include clients with over 1000 employees and multiple plan types similar to those OUS offers. References specific to university systems will be considered favorably as there are characteristics unique from single institutions, but this experience is not required.

Provide the following information for each reference:

Client Name:

Contact Name:

Title:

Email Address:

Phone Number:

Services Provided:

First Year as a Client:

Last Year as a Client:

Plan Metrics (total assets and participants):

Plan Type(s) - 403(b), 401(a), 457(b), other (describe):

3. Multiple-Employer Plan Conversions

Responders should discuss previous consulting experience planning and implementing similar multiple-employer plans and alternatives for non-convertible plans. Responders with experience specific to university systems will be considered favorably as there are characteristics unique from single institutions, but are not required. Please be specific.

4. Work Plan

Using the Scope of Work as a guide, Responders should submit an integrated work plan with target dates for beginning and completion of essential steps ("Work Plan") for each plan, including leadership decision points and milestones. Work Plans should include, at the minimum:

- (1) Line item task lists for each retirement plan in an MS Excel, or Board-approved alternative, format, and sortable by target start and completion dates.
- (2) Identify the lead person for each task.

- (3) A high level critical path workflow narrative or graphic with target dates and milestones for completion of steps that will be necessary to:
 - i. Meet the June 30, 2014 cutover date to a multiple-employer arrangement or alternatives for each OUS plan; and
 - ii. Stabilize plan operations in a multiple-employer arrangement six months prior to the date – the earliest of which is June 30, 2015 - that any university may opt out of shared services administrative services.

5. Work Sample

Responders should include a relevant sample of their work that is similar to or applicable to the OUS' project. If confidential information is redacted or otherwise removed it should be noted by Responder.

6. Proposed Cost Structure

Provide a budget. The budget should include all costs that would be associated with your services in conducting this Scope of Work, including hourly rates for all staff expected to be staffed on each segment the project (rates associated with titles rather than specific individuals is appropriate) and an expected not to exceed amount for the elements of the Scope included in your response. Responders should include hourly rates that would also apply to any Optional Services. Please indicate whether your firm offers government or nonprofit rates and whether your quoted rates reflect such discount.

Clearly identify fees as they relate to services for:

- a. Development and re-contracting for multiple-employer administration and record-keeping services of the 401(a) Optional Retirement Plan.
- b. Development and re-contracting for multiple-employer administration and record-keeping services of the Tax-Deferred Investment 403(b) Plan.
- c. Development of options for curtailment or continued operation of two legacy PERS/TIAA-CREF plans under IRC 401(a) and 403(b).
- d. Recommendations regarding continued operation of the Supplemental Retirement Plan, a cash balance plan offered to certain university presidents.
- e. Consultation and negotiations assistance with conversions of current providers' contracts and service agreements associated with items a-d above.

All costs should be clear and specific to provide easy comparison between Responders.

Section III Additional Documents

A. Model Contract

All Contractors should be prepared to sign a contract with the terms substantially the same as those below. Due to the emergent nature of this work, OUS is expecting to move forward with firms who are able to execute a contract with little or no negotiation of the terms specified in our model contract. For firms providing legal services, template legal contracts to address potential conflicts and confidentiality issues will be used.

RFP #2013-XX
STATE BOARD OF HIGHER EDUCATION
PROFESSIONAL SERVICES CONTRACT
CONTRACT # _____

This Contract is between the State of Oregon, acting by and through the State Board of Higher Education, on behalf of the Oregon University System, hereafter called "Board" and _____, hereafter called "Contractor". The Board's Representative for this Contract is _____.

1. Effective Date and Duration. This Contract is effective on the date it has been signed by every party to it and all necessary state approvals have been obtained. Unless earlier terminated or extended, the term of this Contract will extend until _____. However, such expiration shall not extinguish or prejudice Board's right to enforce this Contract with respect to: (i) any breach of a Contractor warranty; or (ii) any default or defect in Contractor performance that has not been cured.

2. Statement of Work. Contractor will provide the following professional services: further described in Exhibit A.

3. Consideration. Board agrees to pay Contractor, from available and authorized funds, a sum not to exceed \$ _____, for accomplishing the work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

4. Terms and Conditions. The terms and conditions of this Contract are contained on the following pages titled "State Board of Higher Education Standard Professional Contract Provisions."

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Professional Services Contract, Exhibits A, B, C, and D, RFP #2013-03 (Attachment 1), and Contractor's response to RFP #2013-03 (Attachment 2).

CONTRACTOR DATA AND CERTIFICATION

Name (tax filing): _____

Address: _____

Phone No. _____

Fax No. _____

MWESB Certification #: _____

DBE MBE WBE ESB

Above payment information must be provided prior to Contract approval. This information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to 31% backup withholding.

**STATE BOARD OF HIGHER EDUCATION
STANDARD PROFESSIONAL SERVICES CONTRACT PROVISIONS**

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. The Oregon Department of Higher Education, Oregon Secretary of State, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUNDS.** Board certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current biennial appropriation or expenditure limitation, provided, however, that continuation of this contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the Board's reasonable administrative discretion, to continue to make payments under this Contract.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), title VI of the civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate Board official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
- 5. DISCLOSURE OF SOCIAL SECURITY NUMBER.** Contractor must provide Contractor's Social Security number unless Contractor provides a federal tax ID number. The number is requested pursuant to ORS 305.385 and OAR 150-305-100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws.

6. EXECUTION AND COUNTERPARTS. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

7. GOVERNING LAW. This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between Board and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Marion County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

8. HAZARD COMMUNICATION. Contractor shall notify Board prior to using products containing hazardous chemicals to which Board employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon Board's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

9. INDEMNITY, RESPONSIBILITY FOR DAMAGES. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from the conduct of work under this Contract, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. Contractor shall save, defend, indemnify, and hold harmless the State of Oregon, the State Board of Higher Education, their officers, agents, employees, and members from all claims, suits and actions of any nature resulting from or arising out of the activities or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this Contract. Contractor shall have control of the defense and settlement thereof, but neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from Board, authority to act as legal counsel for the State of Oregon, nor shall Contractor settle any claim on behalf of the State of Oregon without the approval of the Board. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, is not adequately defending its interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Board reserves all rights to pursue any claims it may have against the Contractor if Board elects to assume its own defense. Provided, however, the provisions of this **Section 9** do not include indemnification by the Contractor of the Board for the Board's activities.

10. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the Board reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, Board cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of Board for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that Board provides its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this Contract. If Contractor is providing personal services as an individual, Contractor: (1) Is engaged as an independent contractor and will be responsible for any Federal or State taxes applicable to this payment, (2) Will not be eligible for any Federal Social Security, State Worker's Compensation, unemployment insurance, or Public Employees Retirement System benefits from this Contract payment; (3) Is not an officer, employee, or agent of the State as these terms are used in ORS 30.265 and will not be under the direction and control of Board; (4) Is not currently employed by the Federal Government and the

amount charged does not exceed the normal charge for the type of service provided if payment is to be charged against Federal funds and; (5) Must furnish Form 8233 in duplicate with this Contract if Contractor is a non-resident alien and claims exemption from Federal Withholding tax. The Board will report the total amount of all payments to Contractor, including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations. (Also see Exhibit C.)

11. INSURANCE. Contractor shall provide insurance as indicated on Exhibit B, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. The State of Oregon, acting by and through the Board and their officers and employees shall be included as an additional insured in said insurance policy. If any of the liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 24 months.

12. LIMITATION OF LIABILITIES. Except for liability arising under or related to sections 15(A) or 23(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

13. NOTICES. Except as otherwise expressly provided in this Contract, notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Contractor or Board at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against the Board, facsimile or email transmission must be confirmed by telephone notice to Board's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

14. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of Board. Board and Contractor intend that such Work Product be deemed "work made for hire" of which Board shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire", Contractor hereby irrevocably assigns to Board all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as Board may reasonably request in order to fully vest such rights in Board. Contractor forever waives any and all rights relating to the Work Product, 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.

15. REPRESENTATIONS AND WARRANTIES. (A) Contractor's Representations and Warranties. Contractor represents and warrants to Board that (1) Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. (B) Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

16. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in the Section titled "Effective Date and Duration", and Sections 1, 7, 9, 12, 14, 15, 16, and 23.

17. SEVERABILITY. If any term or provision of this Contract is declared by a court of competent

jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

18. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract, without obtaining prior written approval from the Board. In addition to any provisions the Board may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 9, 14, and 27 as if the subcontractor were the Contractor. Board's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

19. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

20. TAX COMPLIANCE CERTIFICATION. Contractor hereby affirms, under penalty of perjury as provided in ORS 305.385(6), that, to the best of Contractor's knowledge, the Contractor is not in violation of any of the tax laws described in ORS 305.380(4). For purposes of this certification, "tax laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620.

21. TERMINATIONS. (A) This Contract may be terminated at any time by mutual consent of the parties or by Board at its discretion upon thirty (30) days' notice to the Contractor. (B) In addition, the Board may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the Board, if (i) Federal or state laws, rules, regulations or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or Board is prohibited from paying for such work from the planned funding source; or (ii) Any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed. (C) This Contract may also be immediately terminated by Board for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from Board, fails to correct such failure within ten business days.

22. TERMINATION DUE TO NONAPPROPRIATION OF FUNDS. If sufficient funds are not provided in future legislatively approved budgets of Board (or from applicable Federal, state, or other sources or by allotment) to permit Board in the exercise of its reasonable administrative discretion to continue this Contract, or if Board or the program for which this Contract was executed is abolished, the Board may terminate this Contract without further liability by giving Contractor not less than thirty (30) days notice. In determining the availability of funds from the Oregon Legislature for this Contract, Board may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly.

23. REMEDIES. (A) In the event of termination pursuant to Sections 21(A) and (B)(i) and 22, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the Board, less previous amounts paid and any claim(s) which the Board has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to Board on demand. (B) In the event of termination pursuant to Sections 21(B)(ii) or (C), Board shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under these subsections, the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 21(A). (C) Upon receiving a notice

of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless Board expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to Board all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon Board's request, Contractor shall surrender to anyone Board designates, all documents, research or objects or other tangible things needed to complete the work.

24. NO THIRD PARTY BENEFICIARIES. Board and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

25. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence under this Contract.

26. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

27. FORCE MAJEURE. Neither Board nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, Board's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

28. WAIVER. The failure of Board to enforce any provision of this Contract shall not constitute a waiver by Board of that or any other provision.

29. RECYCLING. In the performance of this Contract the Contractor shall use, to the maximum extent economically feasible, recycled paper.

30. CONFLICT OF INTEREST. The Contractor shall not engage in any activity or accept any employment, interest, or contribution that would, or would reasonably appear to, directly or indirectly conflict in any manner or degree with the performance of its services hereunder without Board's prior written consent. Contractor will request Board's written consent through the methods provided in Section 13 of this Contract. If Board does not respond within 14 days of receipt of a request for written approval sent in accord with this section, Board will have waived their rights to such prior consent solely in regards to the matter for which they received notice but failed to respond.

31. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES AND ALL NECESSARY STATE APPROVALS HAVING BEEN OBTAINED. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Certification: I, under penalties of perjury, do hereby certify that (a) the number shown on this form is my correct taxpayer ID (or I am waiting for the number to be issued to me), and (b) I am not subject to backup withholding because (i) I am exempt from backup withholding or (ii) I have not been notified by the Internal Revenue Service that I am subject to backup withholding

as a result of a failure to report all interest or dividends, or (iii) the IRS has notified me that I am no longer subject to backup withholding.

I, the undersigned also (a) agree to perform the work required by Exhibit A in accordance with the terms and conditions; (b) certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; (c) certify that I am an independent contractor as defined in ORS 670.600; (d) certify that I am authorized to act on behalf of Contractor; (e) the statements contained in Exhibit C attached hereto are true and correct; and (f) understand that the Board has adopted policies applicable to contractors that prohibit sexual harassment and accept that my company and its employees are required to adhere to the Chancellor's Office and/or institution's policy prohibiting sexual harassment in their interactions with members of the Oregon University System community.

SIGNATURES

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Contract as of the dates written below.

[Redacted], CONTRACTOR

**The State of Oregon acting by and through
the State Board of Higher Education, on
behalf of the Oregon University System,
BOARD**

Signature

Date

Signature

Date

Print Name

Print Name

Title

Title

EXHIBIT A
Scope of Work
PROFESSIONAL SERVICES CONTRACT
Contract #

Scope of Work

CONSIDERATION

- a. Payment for all work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of \$ except by explicit approval of the Board. Invoices may be submitted to the Board's representative:
- b. Interim payments shall be made to Contractor following Board's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the Board will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs work subject to the amendment.
- c. Contractor shall submit monthly invoices for work performed. The invoice **shall describe all work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed.** The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

TRAVEL AND OTHER EXPENSES

No travel expenses will be reimbursed. All other expenses will not be reimbursed unless pre-approved in writing by Board Representative or designee.

EXHIBIT B INSURANCE

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Required by Board of Contractor with one or more workers, as defined by ORS 656.027.

Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. Required by Board Not required by Board.

Professional Liability insurance with a combined single limit, or the equivalent, of not less than **\$2,000,000** for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract.

3. Required by Board Not required by Board.

General Liability insurance with a combined single limit, or the equivalent, of not less than **\$2,000,000** for each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the State of Oregon, Board and divisions, officers, and employees are Additional Insureds but only with respect to the Contractor's services to be provided under this Contract.

4. Required by Board Not required by Board.

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than **Oregon Financial Responsibility Law (ORS 806.060)** for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

5. Certificates of Insurance. As evidence of the General Liability and Automobile Liability insurance coverage required by this Contract, the Contractor shall furnish an endorsement from the insurance company naming the State of Oregon, the State Board of Higher Education, the Oregon University System, and their officers, employees and members as additional insureds with respect to the work of this Contract. Insuring companies or entities are subject to State acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the State. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

6. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to Board at the following address: OUS Director of Contracting and Purchasing, P.O. Box 751, Mail Code CHAN Portland OR 97207-0751.

EXHIBIT C
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent and meets the following standards:

1. Registered under ORS Chapter 701 to provide services for which such registration is required.
2. Filed all federal and state income tax returns in the name of my business or a business Schedule C as part of the personal income tax return, for the previous year, or expect to file federal and state income tax returns, for services performed as an independent contractor in the previous year.
3. Furnish the tools or equipment necessary for the contracted labor or services.
4. Authority to hire and fire employees who perform the labor or services.
5. Represent to the public that the services are to be provided by independently established business as four (4) or more of the following circumstances exist. **Check four or more of the following:**
 - _____ A. The labor or services are primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence, which is set aside as the location of the business.
 - _____ B. Commercial advertising or business cards are purchased for the business, or I have a trade association membership;
 - _____ C. Telephone listing is used for the business that is separate from the personal residence listing.
 - _____ D. Services are performed only pursuant to written contracts.
 - _____ E. Services are performed for two or more different persons within a period of one year.
 - _____ F. I assume financial responsible for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the services to be provided.

Contractor Signature _____ Date _____



EXHIBIT D
Chancellor's Office (CO) Contractor Travel Reimbursement Policy
Rates Effective January 1, 2013

Category	Rate Summary	Policy
Instate Travel: Meal per diem \$52 B = \$13.00 L = \$13.00 D = \$26.00	All Oregon Cities Meals \$52.00 Lodging \$111.00	<ul style="list-style-type: none"> • The per diem equals the federal rate using the <i>IRS's High-Low Substantiation Method</i>. All Oregon cities are currently Low Cost Cities. • No receipts are required for lodging, meals and incidental expenses (these are reimbursed on a per diem basis). • If meals are provided at the meeting or event, no meal per diem is allowed. • No meal per diem is allowed on one day trips. • Lodging tax is reimbursed as a miscellaneous expense.
Out-of-State, and Continental US Travel: High meal per diem \$65 B = \$16.25 L = \$16.25 D = \$32.50 Low meal per diem \$52 B = \$13.00 L = \$13.00 D = \$26.00	High: See list of High Cost Cities Meals \$65.00 Lodging \$177.00 Low: All other cities, Continental US Meals \$52.00 Lodging \$111.00	<ul style="list-style-type: none"> • The per diem equals the federal rate using the <i>IRS's High-Low Substantiation Method</i> (<i>see http://www.ous.edu/dept/cont-div/fpm/trav-95-100#.730 for listing of High Cost Localities</i>). • No receipts are required for lodging, meals and incidental expenses (these are reimbursed on a per diem basis). • If meals are provided at the meeting or event, no meal per diem is allowed. • No meal per diem is allowed on one day trips. • Lodging tax is reimbursed as a miscellaneous expense.
Foreign & Non-Continental US and Overseas Non-Foreign Areas (Alaska, Hawaii, Guam, etc.)	Contractor travel to these locations is minimal and the federal tables are complicated. Call for per diem rates.	<ul style="list-style-type: none"> • Contact Chancellor's Office Business Services at 541-737-3636 for current per diem rates for these locations. • If meals are provided at the meeting or event, no meal per diem is allowed. • Lodging tax is reimbursed as a miscellaneous expense for Alaska, Hawaii, Puerto Rico, and US possessions. Lodging tax is included in the per diem for foreign travel. • No receipts are required for lodging, meals and incidental expenses.
Mileage for Private Vehicle:	56.5 cents per mile.	<ul style="list-style-type: none"> • Mileage can be calculated one of 3 ways: <ul style="list-style-type: none"> ○ Mileage Chart in the Excel file (see Excel file) ○ Actual mileage (from the odometer) ○ Mapping software (e.g., mapquest.com) • Mileage cannot be claimed in addition to fees for rented vehicles and fuel expenses for a rented vehicle. • Mileage is not reimbursable unless one way trip exceeds 25 miles from origin to destination.

Pro-ration of meals for partial days involving an overnight stay:	INITIAL Day of Travel – Leave:	Prior to 7:00 am	7:00 am to 12:59 pm	1:00 pm and after
	Meal Allowance	Breakfast, lunch, dinner	Lunch, dinner	Dinner
	FINAL Day of Travel – Return:	Prior to Noon	12:00 noon to 5:59 pm	6:00 pm and after
	Meal Allowance	Breakfast	Breakfast, lunch	Breakfast, lunch, dinner

Rented Vehicles: CO will only reimburse vehicle rental rates for compact and economy cars and their equivalent green class. CO will reimburse for liability insurance issued through the vehicle rental company. Other classes of vehicles may be rented for circumstances that are approved in advance by the CO representative for reasons that include space requirements or inclement weather conditions. Receipts are required.

Airfare: CO will only reimburse actual economy rate airfare, plus mandatory taxes and fees. Receipts are required.

Ground Transportation: Taxicab, train (coach or business class only), and airport shuttle fees will be reimbursed. Receipts are required if over \$75 per item.

Incidental Expenses: *Incidental expenses are combined with the meal per diem rate and will not be separately reimbursed.* Incidental expenses include, but are not limited to, expenses for laundry, cleaning and pressing of clothing, and fees and gratuities for services, such as for waiters, taxi drivers, and baggage handlers.

Miscellaneous Expenses: The miscellaneous expenses that can be reimbursed include: fuel expenses for a rented vehicle, parking, tolls, lodging taxes, and checked baggage for up to 2 standard-weight bags. Other miscellaneous expenses can be reimbursed only if approved in advance by the CO representative. All miscellaneous expenses must be itemized. Receipts are required if over \$25 per item.

Unallowed Expenses: Expenses for laundry, cleaning and pressing of clothing, and fees and gratuities for services (e.g. waiters, taxi drivers, and baggage handlers) are not reimbursable.

Hosting Expenses: If the Statement of work in your contract authorizes reimbursement for hosting expenses, all expenses must be authorized prior to incurring costs. Contact Chancellor’s Office Business Services at 541-737-3636 for allowable expenses.

Travel reimbursement rates may periodically change. Contractor shall be responsible for ensuring that travel reimbursement requests are in accordance with the rates in effect at the time the expense was incurred. The current travel reimbursement rates may be found at http://www.ous.edu/cont-div/cobpp/28.05_contractortravel.php.

The Chancellor’s Office prefers that requests for travel reimbursement be made by completing the Contractor’s Travel Reimbursement Request.

B. Current Single-Employer Plans Administration (provided for informational purposes only)

OUS Chancellor's Office Human Resources and Controller's Divisions are responsible for plan administration, trust management, vendor contracts, and coordination of services with campus administrators under a longstanding central administration model.

In 2008, a partial step was taken toward decentralized administration of the two largest plans – the ORP and the TDI – and their associated providers when campus benefits and payroll officers assumed responsibility for a limited number of campus-specific, participant-facing services.

The division of labor among OUS and campus administration is listed to show activities that may require reassignment when the Shared Services Enterprise assumes responsibility for the plans.

A. OUS HUMAN RESOURCES DIVISION

Plans Management

1. Compliance manager for all OUS defined contribution plans, acting as liaison to the Board, legal advisors, trustees, and campus benefits officers.
2. Maintains, amends, and submits plan documents for Board approval, determination letters, and external legal reviews.
3. Manages vendor and service provider contracts in conjunction with the OUS Purchasing and Contracts Office.
4. Directs Trustee and system payment of administrative and settlor expenses of the plans using the appropriate funding sources.
5. Manages revenue credit account contracts, expenditures, and annual allocations to participant accounts.
6. Supports the OUS Retirement Plans Investment and Administration Committees, working with committee members and chairpersons on agendas, meeting logistics, schedules, records, reports, and communicating committee decisions with vendors, campus administrators, the Board, participants and other stakeholders.
7. Retains advisors and services for plan level corrections.
8. Determines appeals.
9. Oversees plan administration.
10. Tracks and interprets developments in retirement plan regulations and in federal and state laws.
11. Benchmarks OUS plans to industry for best-practices, fees, investment options, participation rates, etc.
12. Reviews provider services at least annually and ad hoc to resolve problems and accommodate changes in plan administration.
13. Calls for campus nominations for Investment Committee membership
14. Chairs the Retirement Plans Administration Committee.

15. Coordinates semi-annual Investment Committee meetings
16. Designated "employer" representative for direction to vendors

Plans Administration & Processing

1. Provides all plan administration services for VALIC participants, all discontinued 403(b) providers, and two legacy PERS/TIAA-CREF hybrid plans.
2. Processes loans, hardship distributions, and domestic relations orders of the ORP and TDI plans.
3. Serves as administrator of the 401(a) cash balance Supplemental Retirement plan.
4. Investigates provider and campus errors that impact participant accounts and transactions. Escalates problems with providers as necessary.
5. Identifies and recommends processing improvements that providers, OUS, and campus administrators can implement for plan administration efficiency and accuracy.
6. Designated "Administrator" for provider contracts

Training and Oversight for Decentralized Administration

1. Trains campus administrators on operational procedures of the plans.
2. Trains campus administrators in preparing of participant account correction directions for OUS payroll and plan providers.
3. Oversees, trains and assists campus administrators with decentralized administration of specific participant-level transactions and services.
4. Maintains an online administrators' website of plan procedures, background information, and work aids.
5. Assigns access for trained administrators to Fidelity and TIAA-CREF online plan sponsor web stations.

Plans and Participant Communications

1. Develops and publishes online plan highlights, handbooks, topical information and updates, and forms for use by participants.
2. Annually prepares and provides a 403(b) universal availability notice for distribution by campuses.
3. Maintains publicly accessible ORP and TDI retirement plans webpages for use by participants, vendors, and the public. See <http://www.ous.edu/dept/hr/benefits/dcretplans>
4. Prepares participation reports and analyses enrollment trends.
5. Centrally retains enrollment, deferral, loan, hardship withdrawal, and QDRO records of the ORP and TDI plans according to records retention requirements of the Oregon University System.
6. Reviews and works with providers to maintain and refresh co-branded websites serving OUS plans.

Single-Employer Plans Administration (2013)

B. OUS CONTROLLER'S DIVISION

1. Develops ORP contribution rate tables to calculate percent of salary employer and participant contributions.
2. Develops and implements HRIS codes to identify plans, participant tiers, pre- and post-tax contributions, pickup/self-pay contributions, etc.
3. Aggregates campus payroll data to compile vendor payments and participant demographic/enrollment files into a single, monthly file for each vendor and plan.
4. Initiates vendor payments via OUS ACH transfer or through the state's Treasury ACH.
5. Manages forfeiture account of the ORP.
6. Directs vendors to sweep and send ORP forfeitures to an OUS treasury account for retention, and disbursement for administrative expenses by ORP Trustee.
7. Clears forfeiture account to zero balance annually.
8. Submits revenue credit account reimbursement requests prepared by Human Resources, and clears revenue credit account annually.
9. Transmits account adjustments and corrections to vendors for processing. Receives and distributes excess contributions.
10. Develops monitoring, controls, and corrections in support of IRS limits on annual deferrals and contributions, including IRC 402(g), IRC 417(a) and IRC 415(c).
11. Inputs enrollment changes and salary deferral requests transmitted to OUS by the Oregon Savings Growth Plan, an IRC 457(b) of the state of Oregon.
12. Maintains archival, multi-media records of participant accounts.
13. Maintains and researches payroll deduction/contribution records of all OUS plans for required retention period (75 years).
14. Provides trustee and banking services for the 401(a) cash balance Supplemental Retirement plan.
15. Serve as trustee, Investment Committee member, and Retirement Plans Administration Committee member.
16. Trains and oversees campus payroll administrators in retirement plans rules and processes.

Single-Employer Plans Administration (2013)

C. CAMPUS DECENTRALIZED ADMINISTRATION

1. Each campus has one authorized signer for participant-initiated transactions and updates to the ORP and TDI, limited to:
 - a. Confirmations of enrollment status, including vendor selection/applications and completion of OUS enrollment processes.
 - b. Employment and Eligibility status updates to providers' online administration and recordkeeping systems.
 - c. Participant 403(b) Salary Reduction Agreements and Deferral Limits
 - d. Distributions eligibility: Withdrawals and rollovers from ORP and TDI; TDI in-service distributions based on age.
 - e. ORP vesting
 - f. ORP qualifying position determinations
2. Campuses notify new employees of eligibility for ORP election, and process Salary Reduction Agreements for the TDI 403(b) plan. After data entry, campuses send ORP election and TDI SRAs to OUS for 75-year records retention.
3. Provide prospective ORP eligibility notices to Fidelity and TIAA-CREF to initiate provider outreach to eligible employees.
4. Provide participants with enrollment and change of provider forms.
5. Complete and enter ORP enrollment into payroll system.
6. Enter TDI Salary Reduction Agreements into OUS payroll system.
7. Identify ORP retirees subject to plan rules related to early retirement incentive programs.
8. Serve as primary retirement plan contacts for campus participants, and refer out-of-scope issues to OUS for administrative interpretation and assistance.
9. Organize annual benefits fairs and schedule on-site, individual and group retirement counselor meetings for education and retirement planning assistance.
10. Serve as members of the Retirement Plans Administration Committee.
11. Monitor participation in early retirement incentive programs for ORP compliance
12. Refer appeals to the Retirement Plans Administration Committee.