



**REQUEST FOR PROPOSAL
No. DC167972P**

Financial Advisor Services

PROPOSAL DUE DATE AND TIME:
Thursday, February 13, 2014 (2:00pm)

OSU Procurement and Contract Services Offices are open from 8:00 am – 12:00 noon and 1:00 pm – 5:00 pm.
Offices are closed during the 12:00 noon – 1:00 pm lunch hour.

SUBMITTAL LOCATION:

Oregon State University
Procurement and Contract Services
644 SW 13th Avenue
Corvallis, Oregon 97333

1.0 GENERAL

1.01 SCHEDULE OF EVENTS

- Issue Date January 9, 2014
- Deadline for Requests for Clarification or Change January 27, 2014 (2:00 pm, PT)
- Proposal Due Date and Time February 13, 2014 (2:00 pm, PT)

This Schedule of Events is subject to change. Any changes will be made through the issuance of Written Addenda.

1.02 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will not be held.

1.03 ISSUING OFFICE

The Procurement, Contract and Materials Management (PCMM) department of Oregon State University (OSU) is the issuing office and is the sole point of contact for this Request for Proposal. Address all concerns or questions regarding this Request for Proposal to the Administrative Contact identified below.

1.04 ADMINISTRATIVE CONTACT

Name: Donna Cain
Title: Purchasing Analyst 3
Telephone: 541-737-3423
Fax: 541-737-2170
E-Mail: donna.cain2@oregonstate.edu

1.05 DEFINITIONS

As used in this Request for Proposal, the terms set forth below are defined as follows:

- a. "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of the Request for Proposal.
- b. "Exhibits" means those documents which are attached to and incorporated as part of the Request for Proposal.
- c. "Proposal" means an offer, binding on the Proposer and submitted in response to a Request for Proposal.
- d. "Proposer" means an entity that submits a Proposal in response to a Request for Proposal.
- e. "Proposal Due Date and Time" means the date and time specified in the Request for Proposal as the deadline for submitting Proposals.
- f. "Request for Proposal" (RFP) means a Solicitation Document to obtain Written, competitive Proposals to be used as a basis for making an acquisition or entering into a Contract when price will not necessarily be the predominant award criteria.
- g. "Responsible" means an entity that demonstrates their ability to perform satisfactorily under a Contract by meeting the applicable standards of responsibility outlined in OAR 580-061-0130.
- h. "Responsive" means a Proposal that has substantially complied in all material respects with the criteria outlined in the Request for Proposal.
- i. "Written or Writing" means letters, characters, and symbols inscribed on paper by hand, print, type, or other method of impression intended to represent or convey particular ideas or meanings.

2.0 INTRODUCTION AND BACKGROUND

2.01 INTRODUCTION

Oregon State University ("OSU" & "the University") is seeking proposals from which to select a contractor to provide financial advisory services regarding comprehensive financial and debt management strategies, capital market strategies, and strategic and transactional advice ("Proposals").

Proposals are requested from providers of financial consulting (Proposers) services with experience to assist OSU with the strategic financial advice. The provider will also be expected to advise on issues related to debt management and the various capital market opportunities available to OSU. Financial advisors selected through this Request for Proposals (“RFP”) should be prepared to cooperate fully with the Oregon State Treasury (“OST”) and the appropriate Bond Counsel.

2.02 BACKGROUND

OSU is a comprehensive, public, research-extensive university and a current member of the Oregon University System serving as the state’s land-, sea-, space- and sun-grant institution - one of only two universities with such designation in the country. OSU programs and faculty are located in every county of the state and are dedicated to investigating the state’s greatest challenges. OSU considers the state of Oregon its campus and works in partnership with the P-12 school system, Oregon community colleges and other OUS institutions to provide access to high quality educational programs. Strong collaborations with industry and state and federal agencies drive OSU’s research enterprise.

Currently OSU participates in a system-wide internal bank, including operating and endowment asset investment management and debt portfolio management that allows all cash to be co-mingled and results in increased investment returns and spreading the costs of its treasury operations, as well as expertise and advice from the staff, over the seven system campuses.

The passage of Senate Bill 270 will change this as it allows universities with governing boards (including, as of July 1, 2014, OSU) alternatives in many financial management areas including treasury management and strategic planning. While OSU will participate in a newly developed shared services organization that will provide, in addition to other services, treasury management services, the shared services organization will not be a governance or policy setting group. As such, OSU needs to have a financial advisor who can assist us in the strategic financial planning and policy-setting areas.

2.03 OREGON STATE UNIVERSITY

Founded in 1868, Oregon State University is a comprehensive, research-extensive, public university located in Corvallis. OSU is a member of the Oregon University System and one of only two American universities to hold the Land Grant, Sea Grant, Space Grant and Sun Grant designations. OSU is also the only Oregon institution to hold the Carnegie Foundation's top ranking for research universities, in recognition of the depth and quality of OSU's graduate education and research programs.

Through its centers, institutes, Extension offices and Experiment Stations, OSU has a presence in almost every one of Oregon's 36 counties, including its main campus in Corvallis, the Hatfield Marine Sciences Center in Newport and OSU-Cascades Campus in Bend. OSU offers undergraduate, masters and doctoral degrees through 12 academic colleges enrolling more than 25,000 students from every county in Oregon, every state in the country and more than 90 nations.

3.0 SAMPLE CONTRACT

3.02 SAMPLE CONTRACT

A sample contract containing contractual terms and conditions and scope of work is included as:

“Exhibit A”: Personal/Professional Services Contract (“PPSC”)

4.0 PROPOSER QUALIFICATIONS

4.01 MINIMUM QUALIFICATIONS

In order to qualify as a Responsive Proposer, the Proposer needs to meet the minimum qualifications below. After verification that the minimum qualifications have been met, OSU will award points based on the level of the Proposer's qualifications.

1. Proposer must hold any appropriate, required licenses or approvals to provide financial advisory services within the State of Oregon.

5.0 REQUIRED SUBMITTALS

5.01 QUANTITY OF PROPOSAL

Submit one (1) original Proposal and six (6) duplicate copies. Mark original Proposal as "ORIGINAL". Original should contain original signatures on any pages where a signature is required. Proposals should contain the submittals listed in this section below.

5.02 REQUIRED SUBMITTALS

It is the Proposer's sole responsibility to submit information in fulfillment of the requirements of this Request for Proposal. If pertinent information or required submittals are not included within the Proposal, it may cause the Proposal to be rejected or have an adverse impact on evaluation.

Proposers must submit the following information:

- Proposer shall describe, in detail, the Proposer's understanding of the professional services listed in the Scope of Work included in the sample contract. Proposer will convincingly demonstrate to Oregon State University the methodology they will use, including:
 - Detailing the schedules/timelines and methodology of how the deliverables will be met.
 - Detailing how required on-site visits will be conducted.
- Documented experience providing the types of services required by public bodies or institutions or higher education.
- Demonstrated knowledge of, and experience with, Oregon state and federal legal requirements pertaining to bond and financing issues.
- Credentials of the overall firm and the specific key personnel assigned to work with OUS as evidenced by materials submitted.
- Provide a minimum of one (1) example of presentation/interviews that Proposer has been responsible for delivering or facilitating.
- Detailed information about how the Proposer meets the minimum qualifications detailed in section 4.
- A description of pricing methodology to perform these ad hoc services, including Position/Title and Hourly Rates.
- Exhibit B: Certifications fully completed.
- Exhibit C: References fully completed.

6.0 EVALUATION

6.01 EVALUATION

The stages of review and evaluation are as follows:

- a. Determination of Responsiveness:
OSU will first review all Proposals to determine Responsiveness. Proposals that do not comply with the instructions or are incomplete may be deemed non-Responsive. Written notice will be sent to Proposers whose Proposal is deemed non-Responsive identifying the reason. A proposer has the right to appeal the decision pursuant to OAR 580-061-130(5)(a).

b. First Stage Evaluation:

Those Proposals determined to be Responsive will be evaluated using the required submittals. Proposals will be scored based on the evaluation criteria listed below in section 6.03. Scores will be used to determine Proposer's within a competitive range. The competitive range will be made of Proposers whose individual scores, when viewed together, form a group of the highest ranked Proposers above a natural break in the scores.

OSU may award after the first stage evaluation to the highest ranked Proposer without moving on to the second stage evaluation. If this option is selected, Written notice of intent to award the Contract to the highest ranked Proposer will be provided to all Responsive Proposers, or an award may be made directly without notice of intent in those instances of a single Responsive Proposer.

c. Second Stage Evaluation:

If award is not made after the first stage evaluation, OSU may choose any of the following methods in which to proceed:

- i. Issue a Written invitation to Proposers within the competitive range requesting an interview, presentation, site visit or any other evaluative method that is relevant to the goods or services solicited in the Request for Proposal. Written invitations will contain the evaluation criteria and scoring that will be used by the evaluation committee.
- ii. Engage in oral or Written discussions with and receive best and final Proposals from all Proposers in the Competitive Range or all Proposers submitting Responsive Proposals. Discussions may be conducted for the following purposes:
 - Informing Proposers of deficiencies in their initial Proposals;
 - Notifying Proposers of parts of their Proposals for which OSU would like additional information; or
 - Otherwise allowing Proposers to develop revised Proposals that will allow OSU to obtain the best Proposal based on the requirements set forth in this Request for Proposal.

The conditions, terms, or price of the Proposal may be altered or otherwise changed during the course of the discussions provided the changes are within the scope of the Request for Proposal. Best and final Proposals will be scored based on the evaluation criteria listed below in section 6.03.

Points awarded in the first stage evaluation will not be carried to the second stage evaluation. Contract will be awarded to the Proposer who in OSU's opinion, best meets the requirements and qualifications of the RFP and OSU's needs.

d. Additional Stages of Evaluation:

If after completion of the second stage of evaluation, an award is not made, OSU may add another stage of evaluation using any of the methods outlined in the second stage evaluation above.

6.02 EVALUATION CRITERIA

Points will be given in each criteria and a total score will be determined. The maximum points available for each criterion are identified below.

<u>Evaluation Criteria</u>	<u>Points</u>
1.) Documented experience providing the types of Services required by public bodies or institutions of higher education.	40
2.) Overall professional quality of the proposal, including how clearly the components are articulated and responsiveness of the information provided.	10
3.) Demonstrated knowledge of, and experience with, Oregon State and Federal legal requirements pertaining to bond and financing issues.	25
4.) Credentials of the overall firm and the specific individuals (key personnel) assigned to work with OUS as evidenced by materials submitted.	25
Total	100

6.03 NEGOTIATIONS

OSU may commence serial negotiations with the highest-ranked Proposer or commence simultaneous negotiations with all eligible Proposers. OSU may negotiate:

- a. The scope of work;
- b. Contract Pricing and Methodology.
- c. Assigned key personnel
- d. Any other terms and conditions determined by OSU in its sole discretion to be reasonably related to those expressly authorized for negotiation. Accordingly, Proposers will not submit and OSU will not accept for negotiation, any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation.

Terms and conditions within the sample contract that are unrelated to the scope of work or Contract price may be negotiated after award, but before legal review or execution of the Contract.

6.04 INVESTIGATION OF REFERENCES

OSU reserves the right to investigate and to consider the references and the past performance of any Proposer with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. OSU further reserves the right to consider past performance, historical information and facts, whether gained from the Proposal, Proposer interviews, references, OSU or any other source in the evaluation process. OSU may postpone the award or execution of the Contract after the announcement of the notice of intent to award in order to complete its investigation.

7.0 INSTRUCTIONS TO PROPOSERS

7.01 APPLICABLE STATUTES AND RULES

This Request for Proposal is subject to the applicable provisions and requirements of the Oregon Revised Statutes, Oregon Administrative Rules, and OSU Policies and Procedures.

7.02 MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS

Unless qualified by the provision "NO SUBSTITUTE" any manufacturers' names, trade name, brand names, information and/or catalogue numbers listed in a specification are for information and not intended to limit competition. Proposers may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If proposals are based on equivalent products, indicate in the proposal form the manufacturers' name and number. Proposers shall submit with their proposal, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. Proposers shall also explain in detail the reason(s) why the proposed

equivalent will meet the specifications and not be considered an exception thereto. Proposals that do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to provide an alternate brand will be received and considered in complete compliance with the specification as listed in the RFP.

7.03 REQUESTS FOR CLARIFICATION OR CHANGE

Requests for clarification or change of the Request for Proposal must be in Writing and received by the Administrative Contact no later than the Deadline for Request for Clarification or Change as specified in the Schedule of Events. Such requests for clarification or change must include the reason for the Proposer's request. OSU will consider all timely requests and, if acceptable to OSU, amend the Request for Proposal by issuing an Addendum. Envelopes, e-mails or faxes containing requests must be clearly marked as a Request for Clarification or Change and include the RFP Number and Title.

7.04 ADDENDA

Only documents issued as Written Addenda by PaCS serve to change the Request for Proposal in any way. No other direction received by the Proposer, written or verbal, serves to change the Request for Proposal. PaCS will notify potential Proposers through publication of the Addenda on the OUS procurement website. If you have received a Request for Proposal you are advised to consult the OUS procurement website, prior to Proposal submittal, to ensure that you have not missed any Addenda. Proposers are not required to return Addenda with their Proposal. However, Proposers are responsible for obtaining and incorporating any changes made by the Addendum into their Proposal. Failure to do so may, in effect, make the Proposal non-Responsive, which may cause the Proposal to be rejected.

7.05 PREPARATION AND SIGNATURE

All Required Submittals must be Written or prepared in ink and signed in ink by an authorized representative with authority to bind the Proposer. Signature certifies that the Proposer has read, fully understands, and agrees to be bound by the Request for Proposal and all Exhibits and Addenda to the Request for Proposal.

7.06 PUBLIC RECORD

Upon completion of the Request for Proposal process, information in your Proposal will become subject records under the Oregon Public Records Law. Only those items considered a "trade secret" under ORS 192.501(2), may be exempt from disclosure. If a Proposal contains what the Proposer considers a "trade secret" the Proposer must mark each sheet of information as such. Only bona fide trade secrets may be exempt and only if public interest does not require disclosure.

7.07 SUBMISSION

Proposals must be submitted in a sealed envelope and be delivered to the submittal location listed on the Request for Proposal cover sheet no later than the Proposal Due Date and Time. Proposer must specify on the outside of the envelope the Request for Proposal number, the Request for Proposal title and the Proposal Due Date and Time. **E-MAIL OR FACSIMILE PROPOSALS WILL NOT BE ACCEPTED.**

7.08 MODIFICATION

Prior to submittal, Proposers should initial modifications or erasures in ink by the person signing the Proposal. After submittal but prior to the Proposal Due Date and Time, Proposals may be modified by submitting a Written notice indicating the modifications and a statement that the modification amends and supersedes the prior Proposal. After the Proposal Due Date and Time, Proposers may not modify their Proposal.

7.09 WITHDRAWALS

A Proposer may withdraw their Proposal by submitting a Written notice to the Administrative Contact identified in this Request for Proposal prior to the Proposal Due Date and Time. The Written notice must be on the Proposer's letterhead and signed by an authorized representative of the Proposer. The Proposer, or authorized representative of the Proposer, may also withdraw their Proposal in person prior to the Proposal Due Date and Time, upon presentation of appropriate identification and evidence of authority to withdraw the Proposal satisfactory to OSU.

7.10 LATE SUBMITTALS

Proposals and Written notices of modification or withdrawal must be received no later than the Proposal Due Date and Time. OSU may not accept or consider late Proposals, modifications, or withdrawals except as permitted in OAR 580-061-0120.

7.11 PROPOSAL OPENING

Proposals will be opened immediately following the Proposal Due Date and Time at the Submittal Location. Proposer may attend the Proposal opening. Only the names of the Proposers submitting Proposals will be announced. No other information regarding the content of the Proposals will be available.

7.12 PROPOSALS ARE OFFERS

The Proposal is the Proposer's offer to enter into a Contract pursuant to the terms and conditions specified in the Request for Proposal, its Exhibits, and Addenda. The offer is binding on the Proposer for one hundred twenty (120) days. OSU's award of the Contract constitutes acceptance of the offer and binds the Proposer. The Proposal must be a complete offer and fully Responsive to the Request for Proposal.

7.13 CONTINGENT PROPOSALS

Proposer shall not make its Proposal contingent upon OSU's acceptance of specifications or contract terms that conflict with or are in addition to those in the Request for Proposal, its Exhibits, or Addenda.

7.14 RIGHT TO REJECT

OSU may reject, in whole or in part, any Proposal not in compliance with the Request for Proposal, Exhibits, or Addenda, if upon OSU's Written finding that it is in the public interest to do so. OSU may reject all Proposals for good cause, if upon OSU's Written finding that it is in the public interest to do so. Notification of rejection of all Proposals, along with the good cause justification and finding of public interest, will be sent to all who submitted a Proposal.

7.15 AWARDS

OSU reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof. OSU reserves the right to delete any item from the award when deemed to be in the best interest of OSU.

7.16 LEGAL REVIEW

Prior to execution of any Contract resulting from this Request for Proposal, the Contract may be reviewed by a qualified attorney for OSU pursuant to the applicable Oregon Revised Statutes and Oregon Administrative Rules. Legal review may result in changes to the terms and conditions specified in the Request for Proposal, Exhibits, and Addenda.

7.17 PROPOSAL RESULTS

A Written notice of intent to award will be issued to all Proposers. The Proposal file will be available for Proposer's review during the protest period at the PaCS Department. Proposers must make an appointment with the Administrative Contact to view the Proposal file. After the protest period, the file will be available by making a Public Records Request to OSU Office of General Counsel.

7.18 PROPOSAL PREPARATION COST

OSU is not liable for costs incurred by the Proposer during the Request for Proposal process.

7.19 PROPOSAL CANCELLATION

If a Request for Proposal is cancelled prior to the Proposal Due Date and Time, all Proposals that may have already been received will be returned to the Proposers. If a Request for Proposal is cancelled after the Proposal Due Date and Time or all Proposals are rejected, the Proposals received will be retained and become part of OSU's permanent Proposal file.

7.20 PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD

Any Proposer who feels adversely affected or aggrieved may submit a protest within three (3) business days after OSU issues a notice of intent to award a Contract. The protest must be clearly identified as a protest, identify the type and nature of the protest, and include the Request for Proposal number and title. The rules governing protests are at OAR 580-061-0145.

**EXHIBIT A
SAMPLE CONTRACT**

**Oregon State University
PERSONAL/PROFESSIONAL SERVICES CONTRACT (PPSC)**

Department Contract DC167972P

This Contract is entered into by and between the State of Oregon acting by and through its Board of Higher Education on behalf of Oregon State University (OSU/Institution) for its **Department of Finance and Administration** (Department) and _____ (Contractor).

Whereas OSU has need of the services which Contractor is competent to provide; now therefore, in consideration of the sum not to exceed **\$200,000** to be paid at the rate of _____ Per/HR to Contractor by OSU. Contractor agrees to perform between **date of last signature and December 31, 2016** inclusive, the following personal and/or professional services:

See "Attachment B": Scope Of Work ("SOW")

CONTRACT TERM

This Contract is effective on the date of last signature and expires on December 31, 2016. This Contract may be renewed, upon mutual agreement of the parties through written amendment, for four (4) additional two (2) year terms based on the current terms and conditions provided that the total Contract Term does not extend beyond December 31, 2024 or as otherwise allowed by law.

TERMINATION

This Contract may be terminated at any time by mutual consent of both parties or by OSU upon thirty (30) days' notice in writing and delivered by certified mail or in person to the other party. In addition, OSU may terminate this Contract at any time by written notice to Contractor if (a) Federal or state statutes, regulations or guidelines are modified or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract; (b) 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; or (c) OSU fails to receive sufficient legislative appropriations (or from applicable federal, state, or other sources) to permit OSU, in the exercise of its reasonable administrative discretion, to fulfill its obligations under this Contract, or if the OSU program for which this Contract was executed is abolished.

This Contract may also be terminated by OSU for default (including breach of contract) if (a) Contractor fails to timely provide services or materials called for by this Contract; or (b) 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 conditions, and after receipt of written notice from OSU, fails to correct such failures within ten (10) days. The rights and remedies of OSU provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

REMEDIES FOR CONTRACTOR'S DEFAULT

In the event Contractor is in default, OSU 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: (a) rejection of the services, (b) requiring Contractor to correct any defects without charge, (c) negotiation with Contractor to sell the services to OSU at a reduced price, (d) termination of the Contract, (e) withholding all moneys due for the services Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (f) initiation of an action or proceedings for damages, specific performance, or declaratory or injunctive relief, or (g) exercise of its right of set off. These remedies are cumulative to the extent the remedies are not inconsistent, and OSU may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

COST OF SERVICE

Under the contract, OSU will request services when needed under a variety of communication methods. Once a request is received, the Contractor shall provide an estimate of the cost of those services (hours at the contracted rate, plus any necessary supplies and travel). OSU shall provide agreement to that estimate in writing prior to the Contractor commencing work.

KEY PERSONNEL

Contractor shall not change key personnel without OSU written approval. Change of key personnel without OSU permission can result in termination of contract at OSU's option.

TRAVEL

Contractor shall make their own travel arrangements in performance of this contract. Expenses exceeding the budget for travel shall be pre-approved by the OSU department. Travel and expenses will be at OSU rates.

Contractor shall not begin work until the Contract is signed by all parties listed below. Unless otherwise specified herein, OSU shall pay only for work performed. Contractor shall submit detailed invoice(s) for work performed to Department for payment. Invoices are paid according the OSU's standard payment terms which are Net 30 days from receipt of correct invoice.

The following attachments are incorporated by this reference and made a part of this contract:

Attachment A - OUS Standard Contract Provisions

Attachment B - Scope of Work

INSURANCE: the minimum limit is \$ 1,000,000

Type required: CGL AUTO Professional

THIS CONTRACT SHALL BECOME EFFECTIVE AND BINDING UPON LAST SIGNATURE BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AS PROVIDED HEREIN.

OSU

CONTRACTOR

OSU Department Head Date
(Typed Name):

Signature Date

OSU Contract Officer Date

Typed Name: _____
Address: _____
Phone: _____

Banner Vendor ID No.: _____
U.S. Tax Identification No.: _____
Contractor is a: (Check One)
 Resident U.S. citizen
 Resident non-U.S. citizen (Green Card Holder)
 Non-U.S. citizen
 Partnership
 Corporation
 Contractor is also a minority group member

OSU VENDOR NO.	FORM PREPARED BY	PREPARER'S ADDRESS	DATE

INDEX CODE	ACCOUNT CODE	ACTIVITY CODE	PAYMENT AMOUNT

Place Bar Code Label Here	All payments and reimbursements made on this contract will be 1099-misc. reportable. Rev 11-/09
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ATTACHMENT A
DEPARTMENT OF HIGHER EDUCATION STANDARD PERSONAL/PROFESSIONAL SERVICES CONTRACT PROVISIONS

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 Board of Higher Education, Oregon Secretary of State, Federal Government, 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 three years from the date of contract expiration unless a shorter period is authorized in writing. Contractor is responsible for any audit discrepancies involving deviation from the terms of this contract and for any commitments or expenditures in excess of amounts authorized by Institution.

ASSIGNMENT. Contractor shall not assign or transfer its interest nor delegate its obligation in this contract without the express written consent of the Institution.

AVAILABILITY OF FUNDS. Institution 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 the contract, or any extension, after the end of the fiscal period in which it is written, is contingent upon a new appropriation or limitation for each succeeding fiscal period for the purpose of this contract.

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.

COMPLIANCE WITH APPLICABLE LAW. Contractor agrees to 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 also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws. Failure or neglect on the part of Contractor to comply with any or all such laws, ordinances, rules, and regulations shall not relieve Contractor of these obligations nor of the requirements of this contract. 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 Fund from such contractor 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 Institution official may pay such claim to such payment. 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 any unpaid claims.

CONFLICT OF INTEREST. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this contract no person having any such interest shall be employed.

DUAL PAYMENT. Contractor shall not be compensated for work performed under this contract from any other entity of the State of Oregon.

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.

GOVERNING LAW. This contract shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between Institution and Contractor that arises out of or relates to 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 only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

HAZARD COMMUNICATION. Contractor shall notify Institution prior to using products containing hazardous chemicals to which Institution employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon Institution's request, Contractor shall immediately provide Material Safety Data Sheets, as required by OAR 437-155-025, for the products subject to this provision.

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 Institution of Higher Education, the Institution, and 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.

INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this contract are those of an independent contractor. Contractor is not to be considered an agent or employee of Institution for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that Institution provides for 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, (a) 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 Workers' 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 Institution; (4) Is not currently employed by the Federal Government and the amount charged does not exceed his normal charge for the type of service provided if payment is to be charged against Federal funds; (5) Is not a member of the Oregon Public Employees Retirement System; or (6) if a contributing member of the Oregon Public Employees Retirement System for which contributions to the retirement system must be withheld, Contractor's contribution to the retirement system will be withheld and a corresponding Institution contribution made; and (7) Must furnish Form IRS Form 8233 in duplicate with this contract if Contractor is a non-resident alien and claims exemption from Federal Withholding tax. (b) The Oregon State Board of Higher Education, acting on behalf of Institution, 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.

INSURANCE. Contractor shall secure at its own expense and keep in effect during the term of this contract general liability insurance. 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 State Board of Higher Education on behalf of the Institution 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.

NOTICES AND REPRESENTATIVES. All notices, certificates, or communications shall be delivered or mailed postage prepaid to the parties at their respective places of business as identified in the signature block of this contract, unless otherwise designated in writing. Copies of such correspondence shall also be sent all other contract signatories.

OVERDUE PAYMENTS. Any charges claimed by the Contractor for payment of an overdue amount shall be in accordance with the provisions of ORS 293.462.

OWNERSHIP OF WORK PRODUCT. All work products or any form of property originated or prepared by Contractor which result from this contract are the exclusive property of Institution.

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.

SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the work scheduled under this contract, or assign or transfer any of its interest in this contract, without obtaining prior written approval from the Institution.

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 successors and assigns.

TAX COMPLIANCE CERTIFICATION. Contractor hereby affirms, under penalty of perjury, as provided in ORS 305.385(1), that to the best of Contractor's knowledge Contractor is not in violation of any Oregon tax laws named in ORS 305.380(4), including without limitation the state inheritance tax, gift tax, personal income tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue, including the Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and the Tri-Metropolitan District Self-Employment Tax.

TERMINATIONS. This contract may be terminated at any time by mutual consent of both parties, or by either party upon thirty (30) days' notice in writing and delivered by certified mail or in person to the other party. In addition, the Institution may terminate this contract effective upon delivery of written notice to Contractor, or at such later date as may be established by the Institution, if (a) Federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract; or (b) 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. This contract may also be terminated by Institution for default (including breach of contract) if (a) Contractor fails to provide services or materials called for by this contract within the time specified; or (b) 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 written notice from Institution, fails to correct such failures within ten days. The rights and remedies of Institution provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION DUE TO NONAPPROPRIATION OF FUNDS. If sufficient funds are not provided in future legislatively approved budgets of Institution (or from applicable Federal, state, or other sources) to permit Institution in the exercise of its reasonable administrative discretion to continue this contract, or if Institution or program for which this contract was executed is abolished, the Institution 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, Institution may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly.

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

FORCE MAJEURE. Neither Institution 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, Institution'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.

WAIVER. The failure of Institution to enforce any provision of this contract shall not constitute a waiver by Institution of that or any other provision.

APPROVALS. In some instances, another state agency may be required to approve this contract before any work may commence under this contract.

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

WORKERS' COMPENSATION. All employers, including contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

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. 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 THE CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Attachment B
DC167972P – Financial Advisor Services

SCOPE OF WORK (“SOW”)

Proposer shall describe, in detail, the Proposer’s understanding of the professional services listed below, and methods to be used that will convincingly demonstrate to the University what the Proposer intends to do; the timeframes necessary to accomplish the work; required onsite visits; and how the work will be accomplished. Please respond as a detailed narrative to each of the categories below.

STRATEGIC SERVICES

The primary areas of need for the University are “strategic services” - assisting the University in areas such as:

- Advise the University generally on alternative financing and loan practices, structures, and programs.
- Advise the University on various capital market mechanisms to achieve the goal of reducing the cost of capital.
- Assist and advise in issues related to debt portfolio management, asset/liability management techniques, analysis, and forecasts.
- Review and provide written recommendations on the best course(s) of action with respect to proposed obligation structures, including potential fixed rate and variable rate bonds and the use of interest rate swap agreements, taking into account such factors as, terms, features, maturity amounts and dates, coupon rates, call features, reserve requirements, administrative costs, security features, credit enhancements, and other pertinent factors.
- Analyze refunding possibilities.
- Advise and assist the University in analyzing changes in certain federal and state legislation that affect the University bond program.
- Upon a minimum two business day notice, attend meetings with the Oregon State University Board of Trustees and/or Finance Committee to assist in explanation of technical information.
- Upon appropriate notice, be responsive to the requests of the University personnel within commercially reasonable timeframes.
- Evaluate unsolicited proposals received from underwriters or other providers, for financing strategies or financial products or services that may be beneficial to the University.
- Provide written work product or any other documentation as requested by authorized the University personnel within a commercially reasonable period from date of request. When advice, assistance or recommendations are requested as described above, such advice, assistance or recommendations shall be provided in written form or orally, as requested by the University, and within the timeframe specified by the University.
- The Contractor shall stay abreast of current developments and best practices, and bring to the University ideas for potential enhancements of its bond program as well as transactions for evaluation as the Contractor deems appropriate.
- Advise the University on strategies to strengthen credit rating.
- Other services appropriate to achieving the strategic financial goals of the university.

TRANSACTIONAL SERVICES

As discussed in the overview section, the University receives services from the shared services organization which serves a number of State institutions. Those services include transactional debt issuance and debt management activities. However, to ensure the ability to meet the University’s needs in these areas regardless of the future of these shared services, the following “transactional” activities (which are expected to be received from the shared services organization) are desired to be available, at the University’s option, from the Contractor. The abilities of the Offeror in these areas will be included in the evaluation for selection but the utilization of these services may or may not be selected by the University.

Overview of transactional needs: From time to time the University enters upon financing transactions and develops policies and procedures related to its debt portfolio. Typically transactions are in the form of public

offerings of bonds through the services of an underwriter(s) but such could also occur for a commercial paper program, a bank loan or syndication thereof, or any other issuance of a security, debt obligation or derivative thereof such as an interest rate swap, cap or collar. In the event of such financing transactions, and upon the University's election, the Contractor will act as financial advisor to the University providing services including but not necessarily limited to the following:

- Prepare evaluations of alternative financing and/or refinancing options for the University and the relative costs and benefits of each option, including cash flow schedules where appropriate.
- Prepare a recommended plan of finance based on the review of options and on the objectives and goals of the University as communicated to the Contractor.
- Upon approval of a plan of finance, prepare in concert with University personnel a time schedule of events and responsibilities to implement such financing.
- Maintain frequent communication with the University representatives, preparing comprehensive yet concise written and graphic materials for the University and the Board of Trustees to use in decision-making.
- Develop and direct preparation of and application to the rating agency(ies) and prospective credit enhancers, always maintaining communication with the University.
- Upon the University's selection of an underwriter(s), the lead underwriter will be included in this process as deemed appropriate to create a cooperative team maximizing the benefits available to the University.
- Work with bond, underwriter's and the University's counsels to assist in the development and review of the necessary legal documentation for the financing including the supplement(s) to the bond indenture(s), any loan agreement(s), authorizing resolution of the Board of Trustees, preliminary and final official statements and/or other such documentation required.
- In a public offering, upon receipt of the rating and/or insurance commitment, oversee the underwriter(s) printing and mailing of the preliminary official statement to a comprehensive list of potential institutional and retail investors.
- During any marketing and/or pricing of the proposed financing by the underwriter(s) and/or lender(s), provide the University with independent verification of market conditions and will assist in negotiation of the most favorable pricing and terms available to the University.
- The process of independent verification of market conditions and proposed underwriting pricing will involve comparison of recent higher education revenue bond offerings to a nationally recognized daily bond price index as well discussion of market conditions and pricing prospects with other active municipal bond market trading desk personnel other than the lead and any co-underwriter retained by the University but whom are known to the Contractor as reliable and reputable sources.
- If the University utilizes competitive bidding for its public bond offerings, develop bidding requirements and other terms of public sale and evaluate bids.
- For competitive sales of debt, attend bid openings, coordinate verification of bids, ensure compliance of bids with conditions, and recommend acceptance or rejection of bids.
- Assist in meeting secondary market disclosure obligations.
- If the University utilizes negotiated proceedings, the Contractor shall provide advice on all phases of negotiated sale including evaluation of fees for the underwriter; advice regarding disclosure documents and operative bond and program documents; evaluation of the performance of members of the syndicate; evaluation of proposals from underwriters where applicable.
- For negotiated sales of debt, participate in due diligence meetings and advise during the sale process to assure that the proposed pricing and compensation of underwriter reflect current market conditions and comparable sales.
- In conjunction with a subcontractor approved by the University, if applicable, will act as bidding agent for the University in competitive bidding related to investment agreement(s) in which a portion of financing proceeds are invested in any required refunding escrow securities, during any project construction periods, for any required debt service reserve investments, or for any capitalized interest investments.
- Provide consultation and recommendations in connection with new bond issues.
- Assist in the refunding process.

- Monitor and evaluate the University's outstanding bonds to provide timely identification of refunding opportunities.
- Advise the University in preparing rules and standards to determine the eligibility of projects to be financed by general obligation bonds.
- Based upon rules and standards adopted by OUS, evaluate the prospective projects for eligibility for financing.
- Recommend to the University the approval or denial of projects for financing and the reasons for the recommendation.
- Review the long-term cash flows of obligations proposed to be issued by the University. Provide written attestation that such cash flow projection contains all significant disclosures and all significant underlying assumptions necessary to provide a reasonable basis for that projection in compliance with Oregon Revised Statutes 286A.101 or its successor statute or rule.
- Confer with bond and tax counsel concerning all necessary legal documents and proceedings.
- Prepare or assist in preparation of preliminary and official bond statements as requested.
- Coordinate rating agency applications and presentations, and represent the University in the process, including periodic visits from the rating agencies.
- Facilitate applications for bond insurance, when desirable, and represent the University in the process.
- Recommend specific covenants, terms and features of debt, for any refinancing.
- Participate in marketing the University's bonds, including investor presentations and advertisements, as deemed beneficial to the University.
- Review (or upon request, prepare) preliminary and final official statements, including official notice of sale if competitive sale, for accuracy and adequacy.
- Provide any further reasonable services necessary for the proper and timely closing of any proposed and authorized financing transaction undertaken by the University.
- Assist with preparation and evaluation of RFPs for financial services including underwriting, trustee services, credit enhancement, escrow verification, liquidity facility and derivative products.
- In conjunction with the University's normal procurement procedures, assist the University in drafting a Request for Proposals ("RFP") for the selection of one or a team of underwriters; this RFP will include: i) relevant information about the University's bonding program and financial operating history, ii) specific questions regarding qualifications and capabilities about prospective candidates, iii) questions regarding any creative approaches or innovative ideas and the potential benefit to the University, iv) a detailed set of objective criteria upon which the selection for interviews and ultimate engagement will be made, and v) a timetable for written RFP submissions, selected candidate personal interviews, and final selection.
- Provide a list of prospective qualified underwriting firms and primary contact to supplement those known to the University or who have served the University in previous transactions.
- Develop a matrix grading format to assist in objective evaluation of submitted written responses.
- Participate as a team member in reading and evaluating the responses and further participate in discussion with other the University team members to select the short list of candidate firms for personal interview; the role of the Contractor will be that of a resource for providing technical information and interpretation as opposed to a role of an actively selecting team member.
- Assist the University in preparing appropriate questions to be used with each interview candidate to provide objectivity in the interview process; the Contractor will attend all interviews sessions as a technical resource and observer.
- Assist the University in drafting and negotiating an agreement for underwriting services with the selected candidate or team.
- Assist in all reasonable ways to complete the underwriter search and selection process in a timely and professional manner.
- Attend meetings of the Board, its committees, or administration, to support financing recommendations to be proposed.
- Provide such other services or advice as are requested by the University.
- And other services as needed to effectively complete a financing transaction.

**EXHIBIT B
CERTIFICATIONS**

By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS

The undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Proposer and that Proposer is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

SECTION II. AFFIRMATIVE ACTION

The undersigned hereby certifies that they have not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to OAR 580-061-0030 (3).

SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

1. Have read, fully understands and agrees to be bound by the Request for Proposal and all Exhibits and Addenda to the Request for Proposal; and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or Contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the Request for Proposal and the Contract; and
4. Has provided a correct Federal Employer Identification Number or Social Security Number with the Proposal.

SECTION IV. PERMISSIVE COOPERATIVE PROCUREMENTS

If Proposer is awarded a contract from this Request for Proposal, Proposer hereby (check one)

- agrees
 disagrees

to offer the resulting contractual terms and prices to other public institutions.

Authorized Signature: _____

Date: _____

Name (Type or Print): _____

Telephone:(_____)_____

Title: _____

Fax:(_____)_____

FEIN ID# or SSN# (required): _____

Email: _____

Company: _____

Address, City, State, Zip: _____

Construction Contractors Board (CCB) License Number (if applicable): _____

Business Designation (check one):

- Corporation Partnership LLC Sole Proprietorship Non-Profit

**EXHIBIT C
REFERENCES**

REFERENCE 1

COMPANY: _____ CONTACT NAME: _____
ADDRESS: _____ PHONE NUMBER: _____
CITY, STATE ZIP: _____ FAX NUMBER: _____
WEBSITE: _____ E-MAIL: _____
GOODS OR SERVICES PROVIDED: _____

REFERENCE 2

COMPANY: _____ CONTACT NAME: _____
ADDRESS: _____ PHONE NUMBER: _____
CITY, STATE ZIP: _____ FAX NUMBER: _____
WEBSITE: _____ E-MAIL: _____
GOODS OR SERVICES PROVIDED: _____

REFERENCE 3

COMPANY: _____ CONTACT NAME: _____
ADDRESS: _____ PHONE NUMBER: _____
CITY, STATE ZIP: _____ FAX NUMBER: _____
WEBSITE: _____ E-MAIL: _____
GOODS OR SERVICES PROVIDED: _____
