



STATE OF OREGON

PROFESSIONAL SERVICES CONTRACT NO. LA_____

STATE OF OREGON
CONTRACT FOR THE
PURCHASE OF SERVICES
("Contract")

This Contract is between the State of Oregon ("State") acting by and through the Legislative Equity Officer ("Legislative Equity Officer") under ORS 173.909, and _____ ("Contractor"). In this Contract, "Party" or "the Parties" means one or more of the entities described in this paragraph and does not include any third party.

This Contract is effective on the date that all Parties have signed the Contract and obtained all required State of Oregon approvals. This Contract expires on the later of the date Contractor has completed and the Legislative Equity Officer has accepted all Services in accordance with the requirements of this Contract or June 30, 2025.

RECITALS

- A. The Legislative Equity Officer desires to engage Contractor to enable the Legislative Equity Officer to achieve the Legislative Equity Officer's business and mission objectives by means of Contractor's providing the Services (defined below).
- B. Contractor desires to perform the Services for the Legislative Equity Officer.

AGREEMENT

The Legislative Equity Officer and Contractor agree to give effect to the recitals above by mutually establishing the terms and conditions below and agree that the promises of performance exchanged in this Contract constitute adequate consideration for this Contract.

DEFINITIONS

As used in this Contract:

"Amendment" means an alteration of a term or condition of this Contract, the contents of any appendices or attachments or any other material alteration of this Contract.

"Authorized Representative" means a person that represents a Party to this Contract who has authority to make commitments and decisions on the Party's behalf regarding the performance of this Contract.

"Confidential Information" is defined in section 3.AA.

"Contract" means the documents described in section 3.Z. and the agreement or agreements embodied in the documents.

"Services" means all services that Contractor performs under this Contract in accordance with the specifications set forth in section 1.B - Services Under This Contract.

Other capitalized terms that are not defined in this section have the meaning ascribed to the terms elsewhere in this Contract or in OAR 137-046-0110. The definitions in OAR 137-046-0110 are incorporated into this Contract by this reference. To the extent that a definition in OAR 137-046-0110 conflicts with a definition in this section, the definition in this section controls for the purposes of this Contract.

ORGANIZATION

For the convenience of the Parties, this Contract consists of several parts denominated as sections and numbered with Arabic numerals. Within each section may be one or more paragraphs sequentially numbered with alphabetic characters (for example, paragraph A), and within each paragraph may be subparagraphs sequentially numbered with lowercase Roman numerals (for example, subparagraph i). References within this Contract to specific sections, paragraphs or subparagraphs refer only to the provisions in those specific sections, paragraphs or subparagraphs, except that references to sections include the provisions of all paragraphs and subparagraphs within the sections, and references to paragraphs include the provisions of all subparagraphs within the paragraph. With the exception of such references or as otherwise stated within this Contract, the division and organization of this Contract does not control or affect the meaning or construction of this Contract.

1. STATEMENT OF SERVICES

Contractor shall perform the Services described below.

A. GENERAL INFORMATION

The Legislative Equity Office is a legislative service agency established under ORS 173.900 and charged with conducting training with respect to appropriate conduct within the legislative branch workplace, with conducting investigations of alleged harassment, discrimination, or retaliation in the workplace and with related duties such as conducting climate surveys. Under ORS 173.921, the Legislative Equity Officer may contract with an independent individual or entity with experience to develop and conduct culture and climate surveys.

B. SERVICES UNDER THIS CONTRACT

The Services under this Contract consist of:

- i. Collaborating with the Legislative Equity Officer to develop a culture and climate survey based on ethical, professional, and sound research practices to ascertain the alignment between stated legislative branch policies and goals relating to workplace culture and standards of behavior, and actual beliefs and experiences of those who work in the legislative branch or regularly interact with the legislative branch. This includes:
 - a. Developing a sustainability plan utilizing established measurement tools that ensures changes over time are reliable indicators of whether policy or programmatic changes are producing the targeted results.

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- b. Establishing domains and/or criteria for analysis and reporting at the outset.
 - c. Drafting a written protocol for who will have access to the data and where the data will be stored to protect the privacy of the participants and integrity of the data.
 - ii. At the direction of the Legislative Equity Officer, conducting the culture and climate survey of legislators, legislative staff, lobbyists, and others who regularly interact with the legislative branch in a manner that is ethical, ensures confidentiality of survey participants, and yields a representative and significant sample size in a reasonable time.
 - iii. Establishing an approach to scoring and aggregating information from the survey to ensure validity and reliability of results.
 - iv. Drafting a full report and summary of results to the Legislative Equity Officer that can be used to inform the Oregon Legislative Assembly.
 - v. Performing such other duties as the Legislative Equity Officer may direct and that are consistent with other Services described in paragraphs i through iv. of this section 1.B of this Contract.

C. RETENTION OF SERVICES AND SCHEDULE OF DELIVERY

The Legislative Equity Officer and Contractor agree that Contractor, in as expeditious a manner and with as much priority as is commercially feasible for Contractor given Contractor's other duties and responsibilities, shall make Contractor's personnel and facilities available to perform Services in accordance with paragraph i-v of section 1.B. of this Contract for which the Legislative Equity Officer issues a notice to proceed. Contractor agrees that if Contractor is unable to undertake the Services within a reasonable time after receiving any directive or notice from the Legislative Equity Officer to proceed with Services shall advise the Legislative Equity Officer that the proposed schedule is not feasible and shall propose an alternative schedule for delivering the Services.

D. ACCEPTANCE CRITERIA

Payment under this Contract is contingent on the Legislative Equity Officer's acceptance of Contractor's performance of the Services. The Legislative Equity Officer may not withhold acceptance unreasonably. The Legislative Equity Officer shall accept Contractor's performance of the Services if Contractor:

- i. Uses methods and performs actions that are sound, reasonable, and consistent with the ethical standards and best practices in Contractor's industry, trade, or profession.
- ii. Complies with all applicable laws, rules and professional standards and obligations that apply to the Services and to the matters with which the Services are concerned.
- iii. Responds timely and with diligence to requests for other Services under this Contract that the Legislative Equity Officer may specify.

The Legislative Equity Officer shall inspect or evaluate Contractor's performance of each Service under this Contract and either accept or reject the performance within 10 calendar days after Contractor concludes performing the Service. If the Legislative Equity Officer does not provide written notice of acceptance or rejection within 10 calendar days, the Legislative Equity Officer has accepted the performance. If the Legislative Equity Officer rejects Contractor's performance of the Services, the Legislative Equity Officer in a written notice of rejection shall give Contractor a minimum of five business

days to correct Contractor's performance and resubmit any materials in connection with the Services that the Legislative Equity Officer requests. In the Legislative Equity Officer's notice of rejection, the Legislative Equity Officer shall, at a minimum, itemize the apparent defects and include:

- i. A description of the nonconformance between Contractor's performance and the requirements and specifications for the performance, including warranties, specified in this Contract.
- ii. A description of any other nonconformance of the performance (including late delivery); and
- iii. A statement indicating whether Contractor will cure the nonconformance and if so, the method by which and the time period within which Contractor will cure.

Contractor's failure to perform the Services in accordance with the requirements of this Contract is a material breach of this Contract.

E. SPECIAL REQUIREMENTS - KEY PERSONS

Contractor and the Legislative Equity Officer agree that each individual specified below is an individual whose special qualifications and involvement in Contractor's performance of the Services forms part of the basis of the agreement between the Parties to this Contract and is the individual through whom Contractor shall provide to the Legislative Equity Officer the expertise, experience, judgment, and personal attention required to perform the Services ("Key Person"). Each of the following persons is a Key Person under this Contract:



Contractor and any Key Person of Contractor may not delegate performance of Services any Key Person must perform under this Contract to any other person without first obtaining the Legislative Equity Officer's written consent. Further, Contractor may not, without first obtaining the Legislative Equity Officer's prior written consent, re-assign or transfer any Key Person to other duties or positions so that the Key Person is no longer available to provide the Legislative Equity Officer with that Key Person's expertise, experience, judgment, and personal attention. If Contractor requests the Legislative Equity Officer to approve a re-assignment or transfer of a Key Person, the Legislative Equity Officer has the right to interview, review the qualifications of, and approve or disapprove the proposed replacement for the Key Person. Any individual that the Legislative Equity Officer approves as a replacement for a Key Person is a Key Person under this Contract.

Contractor's Key Person must have these qualifications:

- i. Be available to expeditiously perform the Services described in this Contract upon notice from the Legislative Equity Officer and set the Services as a top priority for Contractor, consistent with Contractor's other obligations.
- ii. Have previously conducted Services similar to the Services specified in this Contract for the legislative branch or other governmental agencies in Oregon; and
- iii. Have a minimum of five years of experience performing the Services or Services of a similar or closely related type.

2. COMPENSATION

The Maximum Not-To-Exceed Compensation payable to Contractor for all Services under each term of this Contract is \$_____, including all allowable expenses.

A. METHOD OF PAYMENT FOR SERVICES

The Legislative Equity Officer may not pay Contractor for any Services Contractor performs before the effective date of this Contract, after the Contract terminates or expires or, if an amendment to this Contract specifies additional Services before the Parties execute the amendment.

Contractor understands and agrees that Contractor shall assign tasks among Contractor's employees that are commensurate with the level of expertise the task requires and shall use support staff where appropriate. Contractor may not bill separately for secretarial, clerical, or other support staff services.

B. BASIS OF PAYMENT FOR SERVICES

Monthly progress payments. The Legislative Equity Officer shall pay Contractor monthly progress payments upon the Legislative Equity Officer's approval of Contractor's invoice to the Legislative Equity Officer for Services Contractor has performed up until the date of the invoice but only after the Legislative Equity Officer has determined that Contractor has completed, and the Legislative Equity Officer has accepted, all Services Contractor has provided under this Contract in accordance with section 1.C. of this Contract.

C. GENERAL PAYMENT PROVISIONS

- i. The Legislative Equity Officer shall pay Contractor for Services performed at the rates and prices specified in this section 2. Contractor shall look solely to the Legislative Equity Officer for payment of all amounts due to Contractor under this Contract. Contractor may not be compensated by any agency or department of the State of Oregon other than the Legislative Equity Officer for Services performed under this Contract.
- ii. If Contractor is a nonresident alien as defined in 26 USC § 7701(b)(1)(B), then Contractor shall, upon execution of this Contract, deliver to the Legislative Equity Officer a completed and signed W-8 form, 8233 form, or W-9 form, as applicable, from the Internal Revenue Service ("IRS"), as evidence that the Legislative Equity Officer is not required by 26 USC 1441 to withhold part of Contractor's payment. Such forms are currently available at <http://www.irs.gov>. The Legislative Equity Officer may withhold payments to Contractor pending the Legislative Equity Officer's receiving from Contractor the applicable, completed and signed form. If the Legislative Equity Officer does not receive the applicable, completed and signed form from Contractor, or if the IRS provides notice to the Legislative Equity Officer that Contractor's information on the form provided is incorrect, the Legislative Equity Officer will withhold as federal income tax 30% of all amounts the State of Oregon owes to Contractor under this Contract.
- iii. Funds Available and Authorized; Payments. Contractor understands and agrees that the Legislative Equity Officer's payment of amounts under this Contract is contingent on the Legislative Equity Officer's receiving funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow the Legislative Equity Officer, in the exercise of the Legislative Equity Officer's reasonable administrative discretion, to make payments under this Contract.

E. INVOICES

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- i. Contractor shall send invoices to the Legislative Equity Officer no more often than monthly for Services performed and accepted by the Legislative Equity Officer in accordance with Section 1. Contractor shall include in each invoice all of the following items:
 - a. The applicable solicitation number, if any, or the Contract number, if any.
 - b. A detailed description of Services Contractor performed, including the name or names of the individuals who performed Services to which the invoice applies, the dates the individuals performed the Services, the rate or rates for Services performed, and the total cost of Services. To the extent that this information is available in the weekly reports Contractor must provide as part of the Services, Contractor may simply cross-reference to the appropriate report or reports to provide the needed information.
 - c. The total amount due and the payment address.
 - ii. Contractor shall send all invoices to the Legislative Equity Officer's Contract Administrator at the address specified in section 6 or to any other address that the Legislative Equity Officer indicates in writing to Contractor. Contractor's claims to the Legislative Equity Officer for overdue payments on invoices are subject to ORS 293.462.

3. GENERAL TERMS AND CONDITIONS

A. INTELLECTUAL PROPERTY & OPEN SOURCE; TITLE TO GOODS

- i. Definitions. As used in this section:
 - a. "Contractor Intellectual Property" means any intellectual property Contractor owned and developed independently from the Services.
 - b. "Open Source Elements" means any Work Product that is subject to any open source initiative certified license, including Work Product based upon any open source initiative certified licensed work.
 - c. "Third Party Intellectual Property" means any intellectual property that parties other than the Legislative Equity Officer or Contractor own.
 - d. "Work Product" means all Services and any reports or other materials Contractor delivers or must deliver to the Legislative Equity Officer under the terms of this Contract.
- ii. New Works. All intellectual property rights in any Work Product Contractor creates under this Contract is the exclusive property of the Legislative Equity Officer, but Contractor may retain and use copies of the Work Product consistent with Contractor's ethical obligations. All Work Product Contractor authors under this Contract is a "work made for hire" to the extent permitted by the United States Copyright Act. To the extent the Legislative Equity Officer is not the owner of the intellectual property rights in the Work Product, Contractor hereby irrevocably assigns to the Legislative Equity Officer any and all of Contractor's rights, title, and interest in the Work Product. At the Legislative Equity Officer's reasonable request, Contractor shall execute such further documents and instruments reasonably necessary to fully vest in the Legislative Equity Officer the intellectual property rights in the Work Product. Contractor forever waives any and all rights relating to the Work Product Contractor created under this Contract, 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.

- iii. Contractor Intellectual Property. If intellectual property rights in the Work Product are Contractor Intellectual Property, Contractor hereby grants to the Legislative Equity Officer an irrevocable, non-exclusive, perpetual, royalty-free license to use, make, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on the Legislative Equity Officer's behalf.
- iv. Third Party Intellectual Property. To the extent that Contractor has the authority, Contractor shall sublicense or pass through to the Legislative Equity Officer all Third Party Intellectual Property. Contractor represents and warrants that Contractor has disclosed to the Legislative Equity Officer in writing all Third Party Intellectual Property that the Legislative Equity Officer must license independently to fully enjoy the benefit of the Work Product. If Contractor failed to provide the written disclosure, Contractor shall secure on the Legislative Equity Officer's behalf and in the Legislative Equity Officer's name an irrevocable, non-exclusive, perpetual, royalty-free license to use, make, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on the Legislative Equity Officer's behalf.
- v. Open Source Approval and Notice. The Legislative Equity Officer must approve any Open Source Elements in the Work Product in advance and in writing. If the Legislative Equity Officer approves the use of Open Source Elements, Contractor shall:
 - a. Notify the Legislative Equity Officer in writing that the Work Product contains Open Source Elements;
 - b. Identify the specific portion of the Work Product that contain Open Source Elements; and
 - c. Provide a copy of the applicable license for each Open Source Element to the Legislative Equity Officer.

B. OTHER REPRESENTATIONS AND WARRANTIES

- i. Contractor represents and warrants that:
 - a. Contractor has the authority to enter into and perform in accordance with this Contract and that this Contract, when executed and delivered, is a valid and binding obligation of Contractor that is enforceable in accordance with the terms of this Contract;
 - b. Contractor has the skill and knowledge possessed by well-informed members of Contractor's industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform the Services in a timely, professional, and workmanlike manner in accordance with standards applicable to Contractor's industry, trade, or profession;
 - c. Contractor is and shall remain, at all times during the term of this Contract, qualified, professionally competent, and duly licensed to perform Services;

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- d. When used as authorized by this Contract, Work Product that Contractor creates does not infringe and the Legislative Equity Officer's use, duplication or transfer of the Work Product does not infringe any copyright, patent, trade secret or other proprietary right of any third party; and
 - e. Contractor, as of the effective date of this Contract, has provided adequate information to the Legislative Equity Officer related to any conflicts of interest within the meaning of the Oregon Rules of Professional Conduct for purposes of obtaining the Legislative Equity Officer's informed consent or the informed consent of the Legislative Assembly or a committee, member or employee of the Legislative Assembly.
- ii. The warranties specified in this section are in addition to, and not in lieu of, any other warranties provided. All warranties are cumulative and must be interpreted broadly to give the Legislative Equity Officer the greatest warranty protection available.

C. COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS

Contractor makes the following additional warranties and provides the following covenants:

- i. Contractor shall comply with all federal, state, and local laws, regulations, ordinances, and rules applicable to this Contract or to Contractor's obligations under this Contract, including but not limited to the Legislative Branch Personnel Rules as those rules apply to Contractor's performance of the Services, as the laws, regulations, ordinances or rules may be adopted or amended from time to time.
- ii. Contractor represents and warrants that Contractor has complied with all tax laws of this state and political subdivisions of this state, including but not limited to ORS chapters 316, 317 and 318 and contractor covenants to continue to comply with the tax laws of this state and political subdivisions of this state during the term of this Contract. Contractor understands and agrees that a failure to comply with the tax laws of this state and political subdivisions of this state before Contractor executed this Contract or during the term of this Contract is a material breach of this Contract for which the Legislative Equity Officer may terminate this Contract and seek damages and other relief available under this Contract or under applicable law.
- iii. Contractor represents and warrants that Contractor has in place a policy and practice of preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class in accordance with the requirements of ORS 279A.112 and that Contractor shall maintain the policy and practice for the duration of the term of this Contract.
- iv. Contractor represents and warrants that, except as otherwise provided in this Contract, Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing Services specified in this Contract.
- v. Contractor represents and warrants that Contractor has carefully examined the Scope of Work for this Contract, has identified any opportunities for subcontracting portions of the Services required under this Contract to other individuals or entities and, to the extent that subcontracting opportunities exist, has made good faith efforts, as described in ORS 200.055, to encourage required participants, as defined in ORS 200.055, to participate in providing Services under this Contract.

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- iii. The Legislative Equity Officer's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated by this reference into this Contract. Contractor shall, to the maximum extent economically feasible in performing this Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

D. RESERVED.

E. AMENDMENTS

All Amendments to this Contract must be in Writing and must have obtained all required approvals before becoming effective. OAR 137-047-0800 applies to all Amendments to this Contract.

F. TIME IS OF THE ESSENCE

Contractor agrees that time is of the essence in performing this Contract.

G. FORCE MAJEURE

The Legislative Equity Officer and Contractor are not responsible for any failure to perform or for any delay in performing any obligation under this Contract if the failure or delay is caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. The Legislative Equity Officer may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

H. INSURANCE

Contractor shall obtain the insurance required under section 4 before performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.

I. INDEPENDENT CONTRACTOR STATUS; RESPONSIBILITY FOR TAXES AND WITHHOLDING

- i. Contractor shall perform all Services as an independent Contractor. Although the Legislative Equity Officer has the right (a) to determine and modify the delivery schedule for Services Contractor performs and (b) to evaluate the quality of the completed performance, the Legislative Equity Officer cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Services required under this Contract. Contractor certifies, represents and warrants that Contractor is an independent contractor under all applicable state and federal law. Contractor is not an "officer", "employee", or "agent" of the Legislative Equity Officer or the State of Oregon as those terms are used in ORS 30.265.
- ii. If Contractor is currently performing work for the State of Oregon or the federal government, Contractor by signature to this Contract represents and warrants that Contractor's performance of this Contract creates no potential or actual conflict of interest as defined by ORS 244 and that no rules or regulations of Contractor's employing agency (state or federal) would prohibit Contractor's performance of this Contract.

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- iii. Contractor is responsible for all federal and state taxes applicable to compensation or payments paid to Contractor under this Contract, and unless applicable federal law or regulations so requires, the Legislative Equity Officer will not withhold from compensation or payments to Contractor any amount to cover Contractor's federal or state tax obligations unless Contractor is subject to backup withholding. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract.

J. INDEMNIFICATION

- i. GENERAL INDEMNITY. CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE OREGON LEGISLATIVE ASSEMBLY, THE LEGISLATIVE EQUITY OFFICER AND THE STATE OF OREGON AND THE AGENCIES, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES OF THE OREGON LEGISLATIVE ASSEMBLY, THE LEGISLATIVE EQUITY OFFICER AND THE STATE OF OREGON FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER ("CLAIMS") RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ALLEGED NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF CONTRACTOR OR ANY BREACH OF THIS CONTRACT BY CONTRACTOR OR CONTRACTOR'S OFFICERS, EMPLOYEES, SUBCONTRACTORS OR AGENTS UNDER THIS CONTRACT. THE STATE OF OREGON, ACTING BY AND THROUGH THE LEGISLATIVE EQUITY OFFICER, SHALL DEFEND, SAVE, HOLD HARMLESS AND INDEMNIFY CONTRACTOR FROM AND AGAINST ALL CLAIMS RESULTING FROM, ARISING OUT OF OR RELATING TO THE ALLEGED NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE LEGISLATIVE EQUITY OFFICER OR ANY BREACH OF THIS CONTRACT BY THE LEGISLATIVE EQUITY OFFICER OR EMPLOYEES OF THE LEGISLATIVE EQUITY OFFICER.
- ii. INDEMNITY FOR INFRINGEMENT CLAIMS. WITHOUT LIMITING THE GENERALITY OF SECTION 3.J.i, CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS AND INDEMNIFY THE OREGON LEGISLATIVE ASSEMBLY, THE LEGISLATIVE EQUITY OFFICER AND THE STATE OF OREGON AND THE AGENCIES, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES OF THE OREGON LEGISLATIVE ASSEMBLY, THE LEGISLATIVE EQUITY OFFICER AND THE STATE OF OREGON FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS, AND EXPENSES, INCLUDING ATTORNEY FEES, THAT ARISE OUT OF OR RELATE TO ANY CLAIMS THAT THE SERVICES, THE WORK PRODUCT OR ANY OTHER TANGIBLE OR INTANGIBLE ITEM CONTRACTOR DELIVERS UNDER THIS CONTRACT THAT MAY BE THE SUBJECT OF PROTECTION UNDER ANY STATE OR FEDERAL INTELLECTUAL PROPERTY LAW OR DOCTRINE, OR THE LEGISLATIVE EQUITY OFFICER'S REASONABLE USE THEREOF, INFRINGES ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, TRADE DRESS, MASK WORK, UTILITY DESIGN, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY ("INFRINGEMENT CLAIM"); PROVIDED, THAT THE LEGISLATIVE EQUITY OFFICER SHALL PROVIDE CONTRACTOR WITH PROMPT WRITTEN NOTICE OF ANY INFRINGEMENT CLAIM.
- iii. THE STATE OF OREGON SHALL REASONABLY COOPERATE IN GOOD FAITH, AT CONTRACTOR'S REASONABLE EXPENSE, IN THE DEFENSE OF CLAIMS AND INFRINGEMENT CLAIMS, AND CONTRACTOR SHALL SELECT COUNSEL REASONABLY ACCEPTABLE TO THE OREGON ATTORNEY GENERAL TO DEFEND ANY CLAIMS AND INFRINGEMENT CLAIMS AND SHALL BEAR ALL COSTS OF SUCH COUNSEL. COUNSEL MUST ACCEPT APPOINTMENT AS A SPECIAL ASSISTANT ATTORNEY GENERAL UNDER ORS CHAPTER 180 BEFORE COUNSEL MAY ACT IN THE NAME OF, OR REPRESENT THE INTERESTS OF, THE OREGON LEGISLATIVE ASSEMBLY OR THE STATE OF OREGON OR THE AGENCIES, OFFICERS, EMPLOYEES OR AGENTS OF THE

OREGON LEGISLATIVE ASSEMBLY OR THE STATE OF OREGON. THE STATE OF OREGON MAY ELECT TO ASSUME THE STATE OF OREGON'S OWN DEFENSE WITH AN ATTORNEY OF THE STATE OF OREGON'S OWN CHOICE AND AT THE STATE OF OREGON'S OWN EXPENSE AT ANY TIME THE STATE OF OREGON DETERMINES THAT IMPORTANT GOVERNMENTAL INTERESTS ARE AT STAKE. SUBJECT TO THE LIMITATIONS NOTED ABOVE, CONTRACTOR MAY DEFEND CLAIMS AND INFRINGEMENT CLAIMS WITH COUNSEL OF CONTRACTOR'S OWN CHOOSING PROVIDED THAT A SETTLEMENT OR COMPROMISE OF ANY CLAIMS AND INFRINGEMENT CLAIMS MAY NOT OCCUR WITHOUT THE CONSENT OF THE STATE OF OREGON, WHICH SHALL NOT UNREASONABLY WITHHOLD, CONDITION OR DELAY CONSENT.

K. ASSIGNMENT OF ANTITRUST RIGHTS

- i. CONTRACTOR IRREVOCABLY ASSIGNS TO THE LEGISLATIVE EQUITY OFFICER ANY CLAIM FOR RELIEF OR CAUSE OF ACTION THAT CONTRACTOR NOW HAS OR WHICH MAY ACCRUE TO CONTRACTOR IN THE FUTURE BY REASON OF ANY VIOLATION OF 15 U.S.C. § 1-15 OR ORS 646.725 OR ORS 646.730, IN CONNECTION WITH ANY SERVICES CONTRACTOR PROVIDES FOR THE PURPOSE OF CARRYING OUT CONTRACTOR'S OBLIGATIONS UNDER THIS CONTRACT, INCLUDING, AT THE LEGISLATIVE EQUITY OFFICER'S OPTION, THE RIGHT TO CONTROL ANY SUCH LITIGATION ON THE CLAIM FOR RELIEF OR CAUSE OF ACTION.
- ii. CONTRACTOR SHALL REQUIRE ANY SUBCONTRACTORS HIRED TO PERFORM ANY OF CONTRACTOR'S DUTIES UNDER THIS CONTRACT TO IRREVOCABLY ASSIGN TO THE LEGISLATIVE EQUITY OFFICER, AS THIRD PARTY BENEFICIARY, ANY RIGHT, TITLE OR INTEREST THAT HAS ACCRUED OR WHICH MAY ACCRUE IN THE FUTURE BY REASON OF ANY VIOLATION OF 15 U.S.C. § 1-15 OR ORS 646.725 OR ORS 646.730, IN CONNECTION WITH ANY GOODS OR SERVICES PROVIDED TO THE SUBCONTRACTOR FOR THE PURPOSE OF CARRYING OUT THE SUBCONTRACTOR'S OBLIGATIONS TO CONTRACTOR IN PURSUANCE OF THIS CONTRACT, INCLUDING, AT THE LEGISLATIVE EQUITY OFFICER'S OPTION, THE RIGHT TO CONTROL ANY SUCH LITIGATION ON SUCH CLAIM FOR RELIEF OR CAUSE OF ACTION.

L. Events of Breach

- i. Breach by Contractor. Contractor breaches this Contract if:
 - a. Contractor institutes or has instituted against Contractor insolvency, receivership, or bankruptcy proceedings, if Contractor makes an assignment for the benefit of creditors, or if Contractor ceases doing business on a regular basis;
 - b. Contractor no longer holds a license or certificate that is required for Contractor to perform Contractor's obligations under this Contract and Contractor has not obtained the license or certificate within fourteen (14) calendar days after the Legislative Equity Officer delivers notice of breach to Contractor or a longer period as the Legislative Equity Officer may specify in the notice; or
 - c. Contractor commits any material breach of any covenant, warranty, obligation or certification under this Contract, fails to perform Contractor's obligations under this Contract within the time specified or any extension of that time, and Contractor fails to cure the breach within fourteen (14) calendar days after the Legislative Equity Officer delivers notice of breach to Contractor or a longer period as the Legislative Equity Officer may specify in the notice.
- ii. Breach by the Legislative Equity Officer. The Legislative Equity Officer breaches this Contract if:

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- a. The Legislative Equity Officer fails to pay Contractor any amount pursuant to the terms of this Contract, and the Legislative Equity Officer fails to cure the Legislative Equity Officer's failure to pay within fourteen (14) calendar days after Contractor delivers notice of breach to the Legislative Equity Officer or a longer period as Contractor may specify in the notice; or
 - b. The Legislative Equity Officer commits any material breach of any covenant, warranty, or obligation under this Contract, fails to perform the Legislative Equity Officer's obligations under this Contract within the time specified or any extension thereof, and the Legislative Equity Officer fails to cure the breach within fourteen (14) calendar days after Contractor delivers notice of breach to the Legislative Equity Officer or a longer period as Contractor may specify in the notice.

M. REMEDIES

- i. The Legislative Equity Officer's Remedies. If Contractor is in breach under section 3.L.i, then in addition to the remedies afforded elsewhere in this Contract, the Legislative Equity Officer may recover for any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental, and consequential damages. The Legislative Equity Officer may, at the Legislative Equity Officer's option, pursue any or all of the remedies available under this Contract and at law or in equity, including, but not limited to:
 - a. Termination of this Contract under section 3.N.ii.;
 - b. Withholding payment of all amounts in Contractor's invoices for Services that Contractor is obligated to but has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;
 - c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; or
 - d. Exercise of the right of setoff and withholding of amounts otherwise due and owing to Contractor in an amount equal to the State of Oregon's setoff right, without penalty.

These remedies are cumulative to the extent the remedies are not inconsistent, and the Legislative Equity Officer may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If it is determined for any reason that Contractor was not in breach under section 3.L.i, the rights and obligations of the Parties are the same as if this Contract was terminated pursuant to section 3.N.ii.a.

- ii. Contractor's Remedies. If the Legislative Equity Officer terminates this Contract for convenience under section 3.N.ii.a, or if the Legislative Equity Officer is in breach under section 3.L.ii and whether or not Contractor elects to exercise Contractor's right to terminate this Contract under section 3.N.iii, Contractor's sole remedy is a claim against the Legislative Equity Officer for unpaid invoices, hours worked but not yet invoiced, and authorized expenses for Services Contractor completed and the Legislative Equity Officer accepted, less any claims the Legislative Equity Officer has against Contractor. If previous amounts the Legislative Equity Officer paid to Contractor for Services exceed the amount due to Contractor under this section 3.M.ii, Contractor shall pay the excess amount to the Legislative Equity Officer immediately upon written demand.

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- iii. Except for defense costs and expenses pursuant to section 3.J, the State of Oregon and Contractor may not recover attorney fees, court and investigative costs, or any other fees or expenses associated with pursuing a remedy for damages arising out of or relating to this Contract.

N. TERMINATION

- i. MUTUAL CONSENT. The Parties may terminate this Contract at any time by mutual written consent.
- ii. The Legislative Equity Officer:
 - a. May, at the Legislative Equity Officer's sole discretion, terminate this Contract for convenience by giving 30 days' written notice to Contractor.
 - b. May, at the Legislative Equity Officer's sole discretion, terminate this Contract, immediately upon notice to Contractor, or at a later date that the Legislative Equity Officer specifies in the notice, upon the occurrence of any of the following events:
 - A. The Legislative Equity Officer fails to receive funding, appropriations, limitations, allotments, or other expenditure authority at levels sufficient to pay for the Services;
 - B. Federal or state laws, regulations, or guidelines are modified or interpreted in a way that either the Legislative Equity Officer's the purchase of the Services under this Contract is prohibited, or the Legislative Equity Officer is prohibited from paying for the Services from the planned funding source; or
 - C. Contractor is in breach under section 3.K.i. Contractor shall stop performance under this Contract as directed by the Legislative Equity Officer in any written notice of termination delivered to Contractor under this section 3.N.ii.
- iii. Contractor: Contractor may terminate this Contract immediately upon written notice to the Legislative Equity Officer, or at a later date as Contractor may establish in the notice, if the Legislative Equity Officer is in breach under section 3.L.ii.

O. ACCESS TO RECORDS

Contractor shall retain, maintain, and keep accessible all records relevant to this Contract ("Records") for minimum of six (6) years, or a longer period as may be required by applicable law, following Contract termination or full performance, the period required by applicable law following Contract termination or full performance, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever ending is later. Contractor shall maintain all financial Records in accordance with generally accepted accounting principles. During this retention period for the Records, Contractor shall permit the Legislative Equity Officer and the State of Oregon and the duly authorized representatives of the Legislative Equity Officer and the State of Oregon access to the Records at reasonable times and places for purposes of examination and copying.

P. NOTICES

All notices required under this Contract must be in writing and addressed to the Party's Authorized Representative. For the Legislative Equity Officer, the Authorized Representative is the contact person identified in section 7. Contractor's authorized representative is the contact person identified in section 6.

Mailed notices are deemed received five (5) days after the post mark date when properly addressed and deposited prepaid into the U.S. postal service. Faxed notices are deemed received upon electronic confirmation of successful transmission to the designated fax number. Notices delivered by personal delivery are deemed received when delivered to the address specified for the receiving Party's Authorized Representative.

Q. GOVERNING LAW

The Contract is governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws.

R. VENUE; CONSENT TO JURISDICTION

Any claim, action, suit or proceeding (collectively, "Proceeding") between the Legislative Equity Officer and Contractor that arises from or relates to this Contract must be brought and conducted solely and exclusively within the Circuit Court of Marion County, Oregon; provided, however, that if a Proceeding must be brought in a federal forum, then unless otherwise prohibited by law, the proceeding must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THESE COURTS AND WAIVES ANY OBJECTION TO VENUE IN THESE COURTS AND ANY CLAIM THAT THE FORUM IS AN INCONVENIENT FORUM. These provisions are not a waiver of the Legislative Equity Officer's or the State of Oregon's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or a waiver of any defenses to Proceedings or jurisdiction based thereon.

S. SUBCONTRACTS; ASSIGNMENT; SUCCESSORS

- i. SUBCONTRACTS. Contractor may not enter into any subcontracts for any of the Services required under this Contract without the Legislative Equity Officer's prior written consent. In addition to any other provisions the Legislative Equity Officer may require, Contractor shall include in any permitted subcontract provisions to ensure that the Legislative Equity Officer receives the benefit of subcontractor's performance as if the subcontractor were Contractor with respect to sections 1.C, 3.A, 3.B, 3.F., 3.J, 3.K, 3.O, 3.Q and 3.S. The Legislative Equity Officer's consent to any subcontract does not relieve Contractor of any of Contractor's duties or obligations under this Contract.
- ii. Contractor may not assign, delegate or transfer any of Contractor's rights or obligations under this Contract without the Legislative Equity Officer's prior written consent. The Legislative Equity Officer's written consent does not relieve Contractor of any obligations under this Contract, and any assignee, transferee, or delegate is considered Contractor's agent.
- iii. The provisions of this Contract are binding upon and inure to the benefit the Parties and the Parties' respective successors and permitted assigns, if any.

T. THIRD PARTY BENEFICIARIES

The Legislative Equity Officer and Contractor are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. This Contract does not give to third persons or provide any benefit or right to third persons that the public does not hold or that is not generally available to the public, whether directly, indirectly or otherwise, unless the third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of the terms of this Contract.

U. SEVERABILITY

If any provision of this Contract is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions of this Contract are not affected, and the rights and obligations of the parties must be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

V. COUNTERPARTS

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

W. INTEGRATION AND MERGER

This Contract constitutes the entire agreement between the Parties on the subject matter of this Contract. There are no understandings, agreements, or representations, oral or written regarding this Contract that are not specified in this Contract.

X. AMENDMENTS; WAIVER

This Contract may be amended to the extent permitted by applicable statutes and administrative rules and as the amendment scope and process may be further described in section 1, Scope of Services. A waiver, consent, or amendment of terms of this Contract does not bind either Party unless the amendment is in writing and the Legislative Equity Officer and Contractor have signed the amendment and obtained all necessary approvals. Waivers and consents are effective only in the specific instance and for the specific purpose given. The Legislative Equity Officer's failure to enforce any provision of this Contract does not constitute a waiver by the Legislative Equity Officer of that or any other provision.

Y. SURVIVAL

In addition to all provisions which by their nature extend beyond Contract termination or full performance, the following provisions remain in effect beyond any Contract termination or full performance: sections 2.D, 3.A, 3.B, 3.G, 3.J, 3.K, 3.M, 3.O, 3.Q, 3.R, 3.T., 3.Y and 4.

Z. CONTRACT DOCUMENTS

This Contract consists solely of this contract document.

AA. CONFIDENTIAL INFORMATION

- i. Contractor acknowledges that Contractor and Contractor's employees or agents may, in the course of performing Contractor's responsibilities under this Contract, be exposed to or acquire information that is confidential to the Legislative Equity Officer, to members of the Legislative Assembly or to other persons. Any and all information of any form obtained by Contractor or Contractor's employees or agents in performing this Contract is confidential information of the Legislative Equity Officer ("Confidential Information"). Contractor shall treat reports or other documents or items (including software) that result from Contractor's use of the Confidential Information with respect to confidentiality in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by Contractor) publicly known; (b) is furnished by the Legislative Equity Officer to others without restrictions similar to those imposed by this Contract; (c) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of the disclosure of the information under this Contract; (d) is obtained from a source other than the Legislative Equity Officer without the obligation of confidentiality, (e) is disclosed with the written consent of the Legislative Equity Officer; or (f) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

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- ii. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of Contractor's own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information for any purposes whatsoever other than the provision of Services to the Legislative Equity Officer under this Contract, and to advise each of Contractor's employees and agents of the employees' and agents' obligations to keep Confidential Information confidential. Contractor shall use Contractor's best efforts, which must include at least all commercially reasonable efforts, to assist the Legislative Equity Officer in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise the Legislative Equity Officer immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and Contractor will at Contractor's expense cooperate with the Legislative Equity Officer in seeking injunctive or other equitable relief in the name of the Legislative Equity Officer or Contractor against any such person. Contractor agrees that, except as the Legislative Equity Officer directs, Contractor will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Contract. Contractor also, upon termination of this Contract or at the Legislative Equity Officer's request, will turn over to the Legislative Equity Officer or destroy, as appropriate or as the Legislative Equity Officer directs, all documents, papers, data, records, and any other matter in Contractor's possession, in whatever form or format or however stored or recorded, that embody Confidential Information.
 - iii. Contractor acknowledges and agrees that breach of this paragraph AA., including disclosure of any Confidential Information, will give rise to irreparable injury to the Legislative Equity Officer that is inadequately compensable in damages. Accordingly, the Legislative Equity Officer may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained in this paragraph AA. are necessary for the protection of the legitimate business interests of the Legislative Equity Officer and are reasonable in scope and content.

4. INSURANCE

A. REQUIRED INSURANCE

Contractor shall obtain the insurance specified in this section 4 before performing under this Contract and shall maintain the insurance in full force and at Contractor's own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to the Legislative Equity Officer.

- i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers who work under this Contract in State shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless the employers are exempt under ORS 656.126(2). Contractor shall require each of Contractor's subcontractors, if any, to comply with, and shall ensure that each of Contractor's subcontractors, if any, complies with, these requirements.
- ii. **PROFESSIONAL LIABILITY**

☐ Required by the Legislative Equity Officer

☒ Not required by the Legislative Equity Officer

Professional Liability Insurance with a combined single limit, or the equivalent, of not less than \$1 million for each claim, incident, or occurrence. The Legislative Equity Officer requires this insurance to cover damages caused by Contractor's errors, omissions or negligent acts related to the professional services Contractor provides under this Contract.

iii. COMMERCIAL GENERAL LIABILITY

☐ Required by the Legislative Equity Officer

☒ Not required by the Legislative Equity Officer

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to the Legislative Equity Officer. This insurance must include personal and advertising injury liability and completed operations liability. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$500,000 for each job site or location. Each annual aggregate limit shall not be less than \$1 million.

iv. Automobile Liability Insurance: Automobile Liability

☐ Required by the Legislative Equity Officer

☒ Not required by the Legislative Equity Officer

Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$500,000. each accident for bodily injury and property damage.

v. EMPLOYERS' LIABILITY

☐ Required by the Legislative Equity Officer

☒ Not required by the Legislative Equity Officer

If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall obtain employers' liability insurance coverage with combined single limit per occurrence of not less than \$500,000, and annual aggregate limits of not less than \$1 million.

B. ADDITIONAL INSURED

The commercial general liability insurance and automobile liability insurance required under this Contract shall include the Legislative Equity Officer and the State of Oregon, and the agencies, departments, divisions, commissions, branches, officers and employees of the Legislative Equity Officer and the State of Oregon as Additional Insureds with respect to Contractor's performance obligations under this Contract. Contractor shall ensure that coverage is primary and non-contributory with any other insurance and self-insurance.

C. "TAIL" COVERAGE

If any of the required liability insurance is on a "claims made" basis, Contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Contract, for a minimum of 24 months

following the later of (i) Contractor's completion of all Services and the Legislative Equity Officer's acceptance of all Services required under this Contract, or (ii) the expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing 24-month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Contract. Contractor shall provide to the Legislative Equity Officer, upon the Legislative Equity Officer's request, certification of the coverage required under this section 4.C.

D. NOTICE OF CANCELLATION OR CHANGE

Contractor and Contractor's insurer may not cancel, fail to renew, materially change or potentially exhaust aggregate limits for Contractor's insurance coverage(s) without sixty (60) days' written notice from Contractor or Contractor's insurer(s) to the Legislative Equity Officer. Any failure to comply with the reporting provisions of this clause constitutes a material breach of this Contract and is grounds for the Legislative Equity Officer's immediate termination of this Contract.

E. CERTIFICATE(S) OF INSURANCE

If requested by the Legislative Equity Officer, Contractor shall provide to the Legislative Equity Officer Certificate(s) of Insurance for all required insurance. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

5. RESERVED

6. CERTIFICATIONS AND SIGNATURE OF CONTRACTOR'S AUTHORIZED REPRESENTATIVE

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

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

- A. The undersigned is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor;
- B. The undersigned is authorized to act on behalf of Contractor and that Contractor 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, ORS Chapters 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber and Forestland Tax), 323 (Cigarettes and Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Department of Revenue under ORS 305.620.
- C. To the best of the undersigned's knowledge, Contractor has not discriminated against and will not discriminate against disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, veteran-owned business, or emerging small businesses certified under ORS 200.055 in obtaining any required subcontracts.
- D. Contractor and Contractor's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the

United States Department of the Treasury and currently found at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>

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

F. Contractor ____ is / ____ is not a nonresident alien as defined in 26 USC § 7701(b)(1) (check one). *See* section 2.E.ii.

Contractor (print Contractor's name): _____

Authorized Signature: _____

By (print name): _____

Title: _____

Date: _____

Contact Person (Type or Print): _____

Contact Telephone Number: (_____) _____

Contact Fax Number: (_____) _____

Contact E-Mail Address: _____

7. SIGNATURE OF THE LEGISLATIVE EQUITY OFFICER'S AUTHORIZED REPRESENTATIVE

State of Oregon acting by and through the Office of the Legislative Equity Officer:

Authorized Signature: _____

By (print name): Bor Yang

Title: Legislative Equity Officer

Date: _____

The Legislative Equity Officer's Contact Person, if different from the Legislative Equity Officer's Authorized Representative

(Type or Print): _____

Contact Telephone Number: (_____) _____

Fax Number: (_____) _____

E-Mail Address: _____