



OKLAHOMA
Teachers' Retirement System

Teachers' Retirement System of Oklahoma

P.O. Box 53524

Oklahoma City, OK 73152-3524

J. KEVIN STITT
GOVERNOR

[Oklahoma.gov/trs](https://oklahoma.gov/trs)

SARAH GREEN
EXECUTIVE DIRECTOR

405-521-2387

REQUEST FOR PROPOSAL

RFP #: 715-25-1002

RFP Date: November 19, 2025

Type of Services Requested: Investment Consulting

Brief Description of Services Requested: The Teachers' Retirement System of Oklahoma (TRS) is seeking proposals from qualified firms to provide investment consultant services. TRS will accept bids solely for general investment consulting services, solely for private market investment consulting, and for both as a bundled fee. The general investment consultant will advise the System on strategic advisory services, investment manager oversight, portfolio and investment manager reporting, investment policy statement monitoring and advisory, and in-person Investment Committee and Board meeting attendance. The private market consultant will provide private market research and investment manager search functions. Bidders may bid solely on the general investment consultant services, solely on the private market consultant services, or both. Contracts will last five (5) years with annual renewals.

The Board reserves the right to reject any or all proposals submitted. There is no express or implied obligation for the Board to reimburse Vendors for any expenses incurred in preparing proposals in response to this RFP. Proposals submitted in response to the RFP become the property of TRS and the Board and are subject to public inspection. The Board reserves the right to modify the RFP contents and requirements at any time prior to the submission deadline. If it becomes necessary to revise the RFP at any time prior to the proposal deadline, the Board will post revisions to the TRS website at <https://oklahoma.gov/trs/about-us1/request-for-proposals.html>.

This RFP shall not be altered in any way.

Section One: Cover Page

RFP #: 715-25-1002

RESPONSE DUE DATE: January 14, 2026

TIME: 4:00pm CST/CDT

EMAIL BID IN PDF FORMAT TO:

BOARD OF TRUSTEES OF THE TEACHERS' RETIREMENT SYSTEM OF OKLAHOMA

Subject: RFP # 715-25-1002 "Your Firm Name"

ATTN: Kristen Banta

Kristen.Banta@trs.ok.gov

301 NW 63rd Street, Suite 500

OKLAHOMA CITY, OK 73116

BIDDER IDENTIFICATION:

Name of Firm:	_____
FEI/SSN:	_____
Address:	_____
City/State/Zip Code:	_____
Email:	_____
Telephone Number:	_____
Firm Website:	_____

Checklist for all bidders:

- **Proposal Cover Sheet with Bid Submission Designation**
- **Executive Summary**
- **Required Forms, Certifications, and Disclosures**
- **Bid Portions Requested to be Held Confidential**
- **Requested Exceptions to Terms**
- **Additional Bidder Terms**
- **Bidder's Response to Specifications and Requirements**
- **Answers to Questionnaire and Excel table(s)**
- **Business References**
- **Detailed fee proposal in proper format**
- **Offer of Value-Added Products or Services**
- **Third Party Vendor Information**

Bid Submitted For:

General Investment Consultant

- *If bidding for General Investment Consultant, please complete questions G.1. through G.8. on the questionnaire. In addition, please complete the General Investment Consultant Questionnaire Table.xlsx.*
- *Ensure pricing for General Investment Consultant services is on a per-year fixed fee basis.*

We will bid for General Investment Consultant ☐

Private Markets Investment Consultant

- *If bidding for the Private Market Investment Consultant, please complete questions G.1. through G.4. and G.9. through G.10. on the questionnaire. In addition, please complete the Private Markets Investment Consultant Questionnaire Table.xlsx.*
- *Ensure pricing for Private Markets Investment Consulting services is on a per-year fixed fee basis, plus a per-fund fee above four (4) funds.*

We will bid for Private Market Investment Consultant ☐

Both General Investment Consultant and Private Markets Investment Consultant

- *If bidding for both the General Investment Consultant and the Private Markets Investment Consultant, please complete questions G.1. through G.10. In addition, please complete both the General Investment Consultant Questionnaire Table.xlsx and the Private Markets Investment Consultant Questionnaire.xlsx.*
- *Ensure pricing for General Investment Consultant services is on a per-year fixed fee basis and pricing for Private Markets Investment Consulting services is on a per-year fixed fee basis, plus a per-fund fee above four (4) funds.*
- *You may provide a discount to TRS if selected for both mandates as a bundled fee.*

We will bid for Both General and Private Market Investment Consultant ☐

Authorized Signature

Bid Submission Date

Printed Name

Title

GENERAL PROVISIONS

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment an entity acquires by purchase, lease purchase, lease with option to purchase, or rental;
- A.1.2. "Amendment" means a written restatement of or modification to a Contract Document executed by the Vendor and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "Contract" means the written, mutually agreed and binding legal relationship resulting from the contract documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the contract.
- A.1.6. "Debarment" means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the state and may also result in cancellation of existing contracts with the state.
- A.1.7. "Indemnified parties" means the state and customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereto
- A.1.8. "Solicitation" means a request or invitation by the Board of Trustees (the Board) of the Teachers' Retirement System (TRS) for a Vendor to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.9. "State" means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation the Board of Trustees of the Teachers' Retirement System of Oklahoma and any department, agency or other unit of the government of the State of Oklahoma.
- A.1.10. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.
- A.1.11. "Suspension" means action taken by a suspending official under federal or state law or regulations to suspend a supplier from inclusion on the supplier list; be eligible to submit bids to state agencies and be awarded a contract by a state agency subject to the Oklahoma Central Purchasing Act.
- A.1.12. "Supplier confidential information" means certain confidential and proprietary information of supplier that is clearly marked as confidential and agreed by the state purchasing director or customer, as applicable, but does not include information excluded from confidentiality in provisions of the contract or the Oklahoma Open Records Act.
- A.1.13. "Value-Added" means any goods and/or services that a Bidder provides to other customers that a Bidder wishes to offer to TRS that are in addition to those required by Section D herein.

A.2. Amendments to the Solicitation

- A.2.1. Any Amendment shall be set forth at the same online link as the Solicitation.
- A.2.2. It is the Bidder's responsibility to check the TRS website frequently for any possible Amendments that may be issued. At a minimum, Bidders should check the day before the Solicitation closes. TRS is not responsible for the Bidder's failure to review any amendment documents required to complete a Bid.

A.3. Bid Submission

- A.3.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, Bidder's Certification, and any other forms required by the solicitation.
- A.3.2. All bids shall be submitted in electronic format to Kristen Banta at Kristen.Banta@trs.ok.gov
 - A. Bidders may request confirmation of receipt.
 - B. All bids should be submitted as a searchable PDF and Excel spreadsheet for the required attachment.
- A.3.3. Required Bid Format - The Bid is required to be structured into labelled and easily identifiable sections using the Bid Packet Format provided in A.4 below. A Bid submitted using any other format may not be accepted. The Bid Packet should not contain duplicative content amongst multiple sections. Any section of the Bid Packet that is not applicable to the Bidder shall contain a page that reads "Not Applicable," "N/A" or similar notation.

A.4 Bid Packet Format

Section One: Cover Page

Provide a dated cover page or transmittal letter that identifies the Solicitation and the Bidder and provides Bidder contact information. The cover page should also designate if the Bidder is bidding on only General Investment Consultant Services, only Private Markets Investment Consultant Services, or both General and Private Markets Investment Consultant Services.

Section Two: Executive Summary and Company Information

The Bidder's executive summary shall be submitted in this section. This includes marketing information, information for a designated contact person to receive official notices, approvals and requests, general company information and other similar resources the Bidder wishes to provide.

Section Three: REQUIRED Forms, Certifications and Disclosures

- Completed "Responding Bidder Information" Form CP076 form set forth and accompanying required documentation.
- Completed "Certification for Competitive Bid and Contract, or Non-Collusion" Form CP004 attached to bid.
- Disclosure of:
 - (1) any public contract terminated by a governmental entity or suits or claims against the Bidder for failure to perform in connection with a public contract (including any company which a Bidder has merged with or acquired that will be performing services or providing products if awarded the Contract).
 - (2) Any contractual relationship or any other relevant contact with any State personnel or another Bidder or Supplier involved in the development of a Bidder's response to the Solicitation.
 - (3) The name of any officer, director or agent of the Bidder who is also an employee of the State or any of its agencies.
 - (4) The name of any state employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder firm or any of its branches; and
 - (5) Any activity or interest that conflicts or may conflict with the best interest of the State, including but not limited to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Any conflict of interest shall, in the sole discretion of the State, be grounds for rejection of the Bid or partial or whole termination of the Contract.
- Bidder's Certificate(s) of Insurance

Section Four: Bid Portions Requested to be Held Confidential

All material submitted by a Bidder becomes the property of the State. No portion of a Bid shall be considered confidential after award of the Contract except, pursuant to 74 O.S. § 85.5. Any portion of the Bid requested to be held confidential shall be listed in this section for review. Do not duplicate listed documents in this section, simply provide a list of documents or sections of documents requested to be confidential.

For each portion of the Bid listed as considered confidential, the Bidder must identify the specific information considered confidential and fully comply with OAC 260:115-3-9 which additionally requires a Bidder to enumerate the specific grounds, based on applicable laws which support treatment of the information as exempt from disclosure and explain why disclosure is not in the best interest of the public. Additional information regarding information which may be considered confidential by a Bidder is provided in Section A.9 below.

A Bid marked in total as proprietary and/or confidential will not be considered confidential.

ANY INFORMATION MARKED AS CONFIDENTIAL AND EMBODIED ELSEWHERE IN A BID RATHER THAN LISTED IN THIS SECTION OF THE BID PACKET WILL NOT BE CONSIDERED CONFIDENTIAL AND WILL BE

SUBJECT TO DISCLOSURE WITHOUT FURTHER REVIEW. THE STATE HAS NO RESPONSIBILITY TO INDEPENDENTLY REVIEW AN ENTIRE BID FOR A CONFIDENTIALITY CLAIM. LIKEWISE, CONFIDENTIALITY CLAIMS OF A BIDDER WILL NOT BE CONSIDERED IF A BID DOES NOT COMPLY WITH REQUIREMENTS OF OAC 260:115-3-9 AND THE INFORMATION WILL BE SUBJECT TO DISCLOSURE PURSUANT TO STATE LAW.

Section Five: Requested Exceptions to Terms

Any requested exception or revision to terms or conditions provided by TRS in this RFP located in Attachment A shall be redlined in Word format using track changes. If no exceptions or revisions are requested, the Bid should reflect that by inserting a page to denote this section is not applicable.

A clarification question is not an exception, and any clarification included in this section will be disregarded.

Requested exceptions should not be excessive, specifically exceptions should not be in excess of 10% of the terms and conditions provided by the State in the Solicitation. If the requested exceptions are in excess of 10% it may result in disqualification from evaluation.

THE STATE HAS NO RESPONSIBILITY TO INDEPENDENTLY REVIEW AN ENTIRE BID FOR EXCEPTIONS AND ANY EXCEPTION EMBODIED IN ANOTHER SECTION OF THE BID OR IN A FORMAT OTHER THAN TRACK CHANGES IN WORD FORMAT WILL NOT BE CONSIDERED. LIKEWISE, AN EXCEPTION EXPRESSING ONLY GENERAL DISAGREEMENT WITH A TERM OR A GENERAL EXCEPTION TO ANY STATE TERMS OR CONDITIONS, WITHOUT SUGGESTED ALTERNATIVE WORDING OR IDENTIFYING THAT THE TERM SHOULD BE INTENTIONALLY OMITTED, WILL NOT BE CONSIDERED.

Section Six: Additional Bidder Terms

Any additional terms that the Bidder requests to be applicable to the Contract shall be submitted in this section and shall be provided **in Word** format. The Bidder must review terms before submitting to make changes that contradict the terms and conditions included in the Solicitation. If the Bidder desires any contradicting terms to govern, such changes must be memorialized in the Requested Exceptions in Section Five. Failure to provide Additional Bidder Terms that have not been harmonized to NOT conflict with the terms and conditions in the Solicitation without a documented exception request may result in disqualification from receiving an award.

THE STATE HAS NO RESPONSIBILITY TO INDEPENDENTLY REVIEW AN ENTIRE BID FOR ADDITIONAL TERMS AND ANY SUCH TERMS NOT SUBMITTED IN THIS SECTION OF THE BID SHALL NOT BE CONSIDERED. Should a Bidder be awarded a Contract, neither the State nor a customer shall be required to execute additional documents not included in a Bid. For example, if a Bidder typically uses an ordering document in connection with an acquisition, the ordering document template shall be included in the Bid. The State expressly rejects any terms found in documents not attached to the Bid Response including, but not limited to, terms and conditions located at provided in hyperlinks.

Section Seven: Response to Specifications and Requirements and Questionnaire

The portion of the Bid to be submitted in this section shows the ability of the Bidder to meet or exceed any Solicitation specifications and requirements found in **Sections D and E**, as applicable, of this RFP. Please include timelines for deliverables when applicable.

Section Eight: Pricing (Will not be held Confidential)

Pricing requirements are detailed in **Section I and Attachment A**. In accordance with 74 O.S. § 85.40, all travel expenses to be incurred by Supplier in performance of the Contract shall be included in the total Bid price. Travel expenses include, but are not limited to, transportation, lodging and meals.

A Bid containing early payment discounts may be evaluated when making an award. If a Bidder wishes to offer an early payment discount, the Bid must include available discount percentages for no less than ten (10) days payment, increasing in five (5) day increments up to thirty (30) days. The discount percentages shall be expressed in a half or whole percentage, with the minimum discount percentage being 0.5%. The State is not obligated to utilize an offered discount.

Section Nine: Offer of Value-Added Products and/or Services

If a Bid includes an offer of value-added products and/or services, such an offer shall be submitted in this section and include associated pricing and any other information relevant to such value-added offer. However, the State is not obligated to purchase value-added products or services.

Section Ten: Third Party Vendor Information

If a third-party or subcontractor is included as part of a submitted Bid, the following information is required to be included in the Bid for each such third-party vendor:

- a. Company history.
- b. Relationship to Bidder.
- c. Clients for which the two entities have worked together; and
- d. Products and/or services proposed to be provided by the third-party vendor and how those products and/or services interface with the Bidder's solution.

A.5. Solicitation Questions and Answers

- A.5.1. In an effort to clarify any issues in this solicitation, TRS will respond only to questions that are presented through email. Questions should be submitted to Kristen Banta at Kristen.Banta@trs.ok.gov by the deadline outlined in this solicitation. All questions and answers will be consolidated into a single Q&A document. The Q&A document will be posted on the TRS website by the deadline outlined in this solicitation. This will be the only distribution method for the Q&A document.
- A.5.2. The selection of investment consultants for state retirement systems, including TRS, is specifically exempt from the competitive bidding procedures established by Oklahoma Statutes (see 74 O.S. §85.7). Selection is, however, subject to the Board's procurement policy, which does require competitive bids.
- A.5.3. The Board prohibits the payment of a finder's fee in any form. The Vendor must certify that no finder's fee or finder's commission has been paid or shall be paid to any individual or organization from the establishment of this investment consulting relationship with the Board.

A.6. Bid Change

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to Kristen.Banta@trs.ok.gov with the following statement "This bid supersedes the bid previously submitted". The updated bid should be submitted in the same method as the original bid.

A.7. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

- A.7.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;

- B. Have not within a three-year period preceding this proposal been convicted of or pleaded guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
 - D. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.7.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.8. Bid Opening

Bids shall be opened by the Business Manager with one witness present at the offices of the Teachers' Retirement System, 301 NW 63rd Street, 5th Floor, Oklahoma City, OK, 73116, as reasonably practical after the Response Due Date and Time provided herein.

A.9. Open Bid / Open Record

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(6)]

A.10. Late Bids

Bids received late will not be considered.

A.11. Legal Contract

Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract. Please see Attachment A for contract terms.

A.12. Pricing

- A.12.1. Bids shall remain firm for a minimum of 180 days from the solicitation response due date.
- A.12.2. Pricing shall be provided on a fiscal year basis. Please see Section I and Attachment A for other pricing terms.

A.13. Negotiations

- A.13.1. In accordance with 74 O.S. §85.5, the Board reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the agency. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

Terms, conditions, prices, methodology, or other features of the bidder's offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.

The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless TRS and/or the Board determine that a change in such requirements is in the best interest of the State Of Oklahoma.

A.14. Rejection of Bid

TRS and/or the Board reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that

would modify requirements of the solicitation **or limit the bidder's liability to the State**. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

A.15. Award of Contract

The Board may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the Board to be in the best interest of the State of Oklahoma. In order to receive an award or payments from TRS, vendors must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://oklahoma.gov/omes/divisions/central-purchasing/suppliers-and-payees/supplier-portal.html>. The initial contract term will begin July 1, 2026, and continue through June 30, 2027 (Fiscal Year 2027). The contract may be renewed for up to four (4) additional one-year periods at the Board's discretion

B. TRS BACKGROUND INFORMATION

B.1. Legal Authorization

The Teachers' Retirement System of Oklahoma (TRS) was created by an act of the Oklahoma Legislature in 1943 after citizens amended the state constitution allowing the creation of a public retirement program for educators. TRS is established as set forth in 70 O.S. § 17-101 et seq. and placed under the management of the Board of Trustees for the purpose of providing retirement allowances and other benefits for public educators of the State of Oklahoma. The Board of Trustees of the Teachers' Retirement System of Oklahoma (the Board or Board of Trustees) is charged with the investment of approximately \$26.0 billion in retirement funds for education employees. The Board of Trustees and TRS staff oversee the administration of the System to ensure adequate funds are maintained to meet the financial obligations of the entire membership. In directing investments of TRS funds, the Board seeks to maximize gains, minimize losses, and protect the fund. TRS has a budgeted staff of 52 employees. The Executive Director is the chief administrative officer of the agency.

B.2. Board Composition

TRS is administered by a Board of Trustees composed of 14 voting members including the State Superintendent of Public Instruction or designee, the Director of the State Office of Career and Technology Education or designee, the Director of the Office of Management and Enterprise Services (OMES) or designee, the State Treasurer or designee, and members appointed by the Governor, the Speaker of the House of Representatives, the President Pro Tempore of the State Senate, and 1 non-voting member appointed by a retired educators association.

B.3. Asset Allocation

The target asset allocation mix for TRS as of July 1, 2025, is as follows:

Asset Class	Target
U.S. Equity	32.4%
International Equity	14.1%
Fixed Income	25.0%
Real Assets	11.0%
• Real Estate	8.0%
• Infrastructure	3.0%
Private Equity	10.0%
Private Debt	7.5%

B.4. Investment Services Providers

All assets are managed by external investment managers. A complete list of our external investment managers can be found on our website: <https://oklahoma.gov/content/dam/ok/en/trs/documents/manuals/TRSOK-Investment-Managers-and-Benchmarks.pdf>

B.5. Investment Guidelines

The current Investment Policy Statement can be found on our website:
<https://oklahoma.gov/trs/investments/reports-and-resources.html>

B.6. Investment Manager Search Process

- B.6.1. The System solicits investment managers through an invitation-to-bid process. Current examples of an invitation-to-bid are found here: <https://oklahoma.gov/trs/about-us1/request-for-proposals.html>
- B.6.2. The invitation-to-bid process is detailed in our IPS Section III.5. Investment Manager Selection Policy
- B.6.3. This is a competitive bid process but is much more streamlined than a typical RFP and does not require a large, standardized questionnaire, blackout period with staff or consultant, or formulaic scoring matrix. It does require a blackout period with the Board of Trustees.

B.7. Private Market Reporting Process

- B.7.1. The System currently retains Meketa Investment Group as a back-office service provider for private markets. Meketa Investment Group provides all private market reporting, fee validation, and capital call management. **These services are not required for this search.**
- B.7.2. An example of the existing reporting process is available in the reports and resources section of our website: <https://oklahoma.gov/trs/investments/reports-and-resources.html>

C. COMMUNICATION WITH TRS

C.1. Prohibited Communications

TRS will respond only to questions that are presented as described in paragraph A.5 above. Telephone questions will not be accepted. Board policy prohibits direct contact between prospective service providers and TRS Board members, consultants, or staff during this RFP process. This does not include communication with TRS' incumbent service provider for normal business not related to this selection process. From the date of release of this RFP until a Vendor is selected and a contract is executed and approved, all contacts and communications regarding this RFP are restricted to the Q&A provisions in Section A.5. Exceptions include communications with TRS staff identified in this section and designated participants in attendance only during negotiations, presentations, and contract award and execution. Non-permitted communications must be disclosed in writing to TRS's General Counsel by bidders prior to the board meeting at which a contract for these services is awarded. Violation of these conditions may result in rejection of a Vendor's proposal.

D. SOLICITATION SPECIFICATIONS, MINIMUM QUALIFICATIONS, AND TIMELINE

- D.1. General Investment Consultant Services Requested.** The Board of Trustees of the Teachers' Retirement System of Oklahoma is issuing this request for proposals to identify a qualified firm to provide general investment consultant services to TRS. Requested services include:

- D.1.1. Strategic Advisory**

- A. work closely with TRS staff and actuary to provide the Board of Trustees with periodic (once every 4 years or promptly after each actuarial experience study) asset-liability studies and strategic asset allocation recommendations based upon an analysis of actuarial risks.
- B. make recommendations on capital market assumptions, asset class structure, liquidity requirements, and research new or complementary strategies for the TRS portfolio.
- C. provide pricing models for private market asset classes.
- D. review the investment practices and performance of TRS' portfolio against our U.S. pension fund peers.
- E. assist staff in modeling periodic rebalances between asset classes.

- D.1.2. Investment Search and Manager Oversight**

- A. perform public market investment manager searches on an as needed basis (currently a very limited set)
- B. perform on-going monitoring of the System's investment managers, reporting on and staying abreast of developments at each investment manager or general partner organization,
- C. provide recommendations concerning investment manager termination/retention,
- D. provide staff with existing public market investment manager research and due diligence, operational due diligence, and investment memos.

- E. perform an annual review of investment management fees including peer comparisons and recommendations for reducing above median fees.
- F. keep a client accessible manager database to access investment manager due diligence, summary statistics, and industry research.
- G. Assist in the preparation of investment manager guidelines, as needed.
- D.1.3. Reporting & Board Meetings**
 - A. prepare monthly and quarterly performance reports from data provided by Northern Trust, our master custodian. These reports will be presented in-person to our Board of Trustees and Investment Committee. The Board meets approximately eight (8) times per year. The Investment Committee meets approximately eight (8) times per year,
 - B. provide the Board of Trustees with an analysis of the performance of each composite and manager account versus performance goals set forth in the TRS Investment Policy – goals which are both absolute and relative to the investment manager's benchmark and peer group,
 - C. provide the Board of Trustees with periodic analysis of performance attribution, style, risk and other relevant metrics for composites and accounts,
 - D. provide the Board of Trustees with an annual summary and analysis of compliance with the Investment Policy Statement of all proxy votes cast on behalf of the System, and
 - E. provide special reports as needed to cover manager search, asset allocation review, or other ad-hoc assignments.
- D.1.4. Investment Policy Statement Monitoring**
 - A. assist TRS staff with monitoring all external investment managers' compliance with our Investment Policy Statement.
 - B. assist TRS staff in updating the language and standards within the Investment Policy Statement.
- D.1.5. Other Services**
 - A. assist TRS staff in completing periodic open-record and third-party data requests,
 - B. assist TRS staff in coordination of Trustee education on investment related topics,
 - C. assist TRS staff in hosting periodic Board retreats and public fund conferences, such as the Oklahoma Public Fund Trustee Education Conference,
 - D. periodically review custodian and securities lending program for competitiveness and an assessment of services,
 - E. assist TRS staff in other reasonable ad hoc assignments.

D.2. Private Market Consultant Services Requested

- D.2.1. Perform non-discretionary investment manager searches in private equity, private credit, real estate, and infrastructure, on an as needed, but regular basis. This will include closed-end fund selection, open-end fund selection, co-investment fund selection, and separately managed account / fund-of-one structuring.
- D.2.2. Provide access to research on market environment, investment strategies, geographic considerations, and private market industry trends.
- D.2.3. Identify applicable investment strategies and source investment opportunities (primary funds, secondary funds, co-investment funds) as requested by internal investment staff or the general investment consultant.
- D.2.4. When applicable, work with staff to develop fund-of-one or separately managed account structures.
- D.2.5. Provide operational and investment due diligence reports to investment staff and Board of Trustees.
- D.2.6. Attend Investment Committee and Board meetings, not to exceed 2 in-person trips to TRS, to present recommendations and due diligence, interview recommended finalists and assist the Board with requests about the private market portfolio, when required. Virtual options are available, if needed.
- D.2.7. Provide one annual private market review to the Investment Committee and Board. The review will include private market performance analysis and go-forward private market portfolio management advisory.
- D.2.8. Provide on-going advice and recommendations on post-closing private market consent forms, such as continuation vehicles, LPAC items, etc.

D.3. Minimum Qualifications – General Investment Consultant

- D.3.1. The investment consulting firm must be a registered investment advisor under the SEC.
- D.3.2. The investment consultant must currently serve as a full-service consultant to at least five (5) U.S.-based public pension plans, each having at least \$10 billion in assets as of June 30, 2025.

- D.3.3. The investment consulting firm must agree to be bound by the terms of the Investment Policy Statement for TRS referred to in Section III.F of this RFP and must agree to act as a fiduciary to the plan.
- D.3.4. If hired, the consulting firm must agree to disclose all conflicts of interest, all sources of revenue related to its relationship with the System, and all affiliations on an annual basis.

D.4. Minimum Qualifications – Private Market Consultant

- D.4.1. The investment consulting firm must be a registered investment advisor under the SEC.
- D.4.2. The investment consultant must currently serve as a consultant advising on private market assets of, in aggregate, at least \$20 billion.
- D.4.3. The investment consulting firm must be able to provide coverage for private credit, real estate, infrastructure, and will provide a periodic review of our discretionary private equity manager.
- D.4.4. The investment consulting firm must agree to act as a fiduciary to the plan.
- D.4.5. If hired, the consulting firm must agree to disclose all conflicts of interest, all sources of revenue related to its relationship with the System, and all affiliations on an annual basis.

E. QUESTIONNAIRE

Sections E.1. through E.4. to be completed by General Investment Consultant and Private Market Search Consultant bidders.

E.1. Firm Overview

- E.1.1. List your firm's name, address, website, and year founded. List the names, titles, locations, telephone numbers, and email addresses for the individuals responsible for new business contacts and this RFP response. Provide a brief history and background of your firm.
- E.1.2. Describe the services your firm provides and discuss all sources of revenue (organized by line of business and as a proportion of total firm revenue).
- E.1.3. Describe the firm's ownership structure. Discuss the financial condition of your firm based on the most recent financial statements and annual report if an annual report is published.
- E.1.4. Provide an organizational chart for your firm and specifically for your investment consulting and research divisions. Describe your office locations and the primary functions of each.
- E.1.5. Describe any restructuring, organizational changes, or senior management turnover in the past five years, and anticipated changes in the next two years. Include reasons where possible.
- E.1.6. Describe your succession plans for the management of the firm and the continuity of leadership within the investment consulting team.
- E.1.7. Provide your organization's code of ethics. Does your firm comply with the CFA Institute's Code of Ethics and Standards of Professional Conduct?
- E.1.8. Do you outsource or subcontract any parts of your investment consulting business? If so, please describe which functions are outsourced and the reason for doing so.
- E.1.9. What is the single most important distinctive competitive advantage your firm provides to benefit our fund?

E.2. Team Overview

- E.2.1. Detail the team members who would be responsible for the TRS consulting relationship. List each team member's responsibilities for the relationship. Please include a brief biography of each professional including their geographic location, education, advanced certifications, and work history.
- E.2.2. Discuss the team members' (listed above) current account responsibilities. List the total number of each team members' currently assigned accounts, the name of each client, their responsibilities for each account, the team members' geographic location, and the dollar value of assets under management.
- E.2.3. Describe the compensation and incentive structure for the consulting professionals and/or the professional staff.
- E.2.4. Describe the team members' experience, expertise, and capabilities advising on the asset classes the System is invested in.

E.3. Regulatory and Ethics

- E.3.1. Has your firm been involved in any investigation, examination, complaint, disciplinary action or other proceeding relating to or affecting the firm or its employees' ability to perform its duties under any

investment advisory engagement during the previous five (5) years? If so, describe to the greatest extent possible.

- E.3.2. Have any persons in your firm involved in providing investment advisory services been convicted of a felony, found liable in a civil or administrative proceeding, pleaded no contest, or agreed to any consent decree with respect to any matter involving a theft, breach of trust, breach of fiduciary duty, fraud, securities law violations, ethical violations, or bankruptcy law violations during the previous five (5) years? If so, please describe.
- E.3.3. Does your firm have any conflicts of interests with regards to any Board Member, TRS staff member, custodian, consultant, or investment manager related to the Teachers' Retirement System of Oklahoma?
- E.3.4. Has anyone in the firm provided any gifts or other remuneration, or paid any expenses for travel, hotel, meals, or entertainment for or on behalf of any current Teachers' Retirement System of Oklahoma Board Member or individual currently employed by Teachers' Retirement System of Oklahoma during the 12 months prior to the submission date?
- E.3.5. Is your firm an SEC registered advisor or is it exempt from registration? If applicable, submit a copy of your most recent Form ADV, Parts I and II for the firm, as well as all Investment Adviser Representative Report Summary for any advisors in your firm that will be performing any work on this account if the contract is awarded.
- E.3.6. If the firm does engage in discretionary asset management, how do you deal with conflicts of interest? Does the firm provide disclosure reports on the list of asset managers it invests with?
- E.3.7. Detail your firm's OCIO business, if applicable. Detail the general metrics of the business, including AUM, number of clients, scope of dedicated personnel.
- E.3.8. Does your firm provide any services to investment management firms for a fee? If so, please describe those services in detail.
- E.3.9. Describe your insurance coverage including errors and omissions and fiduciary liability, with coverage levels for each.
- E.3.10. Does your firm sell any client data? If so, please describe this revenue stream in detail.
- E.3.11. Does your firm provide any discretionary investment management services? If so, please describe those services and an overview of your client base.
- E.3.12. Please describe your firm's disaster recovery / emergency management plan. How has your firm prepared for remote work?
- E.3.13. Describe your firm's approach to cyber-security. Has your firm experienced any material cyber security breaches in the last 5 years?

E.4. References

- E.4.1. Provide three references for your firm from funds representing a mandate of similar size and complexity to Teachers' Retirement System of Oklahoma.
- E.4.2. Provide the fund name, contact name, and phone number of a past consulting client that terminated your firm during the last three years, the reason for termination and the dollars advised at the termination date.

Sections E.5. through E.8. to be completed by General Consultant bidders.

E.5. Strategic Advisory Capabilities

- E.5.1. Explain your firm's capabilities to perform asset-liability modeling. If your firm has actuaries on staff, please detail their credentials and backgrounds. Attach an example of a draft or recent asset-liability study.
- E.5.2. Describe your firm's approach to determining and recommending a strategic asset allocation for a defined benefit fund of our size and complexity.
- E.5.3. What is your firm's approach to setting capital market expectations? Please detail any third-party research you plan to utilize.
- E.5.4. Describe your firm's methodology and experience in the development of models to forecast liquidity needs and cash-flows.
- E.5.5. Explain how fund-level risk is measured and monitored.
- E.5.6. Describe your approach to asset class structuring; optimal number of relationships needed, portfolio design characteristics, mandate sizes, and risk/return profile.

- E.5.7. Review our strategic asset allocation and asset class structure. Use this question to provide high-level thoughts about the investment portfolio and any specific areas you believe that your firm can provide improvement on.

E.6. Public Market Investment Manager Research and Monitoring

- E.6.1. Describe your firm's investment manager research process. Describe the research team responsible for the selection of new investment managers and the monitoring of current investment managers. How is your research staff organized?
- E.6.2. Do you track your firm's or individual consultant's manager selection results? If not, please describe the process by which your consultant's recommendations are reviewed and monitored.
- E.6.3. Describe the types of analytics you can provide at the individual investment, portfolio, asset class, and total fund levels.
- E.6.4. Explain your firm's position on the use of active versus passive management in each of the major asset classes for a fund of our size and complexity.
- E.6.5. Describe the circumstances under which you would recommend the termination or replacement of an investment manager.
- E.6.6. What role does your firm play in helping clients transition assets from one portfolio to another?
- E.6.7. Describe your approach to monitoring, controlling and reducing investment management expenses. Do you have an advantage in negotiating competitive fees for your clients? What resources do you use to assess competitiveness of investment manager fees? Do you provide clients with consultant aggregation discounts? Who do you have agreements with?
- E.6.8. Describe the subject matter and frequency of industry and asset-class research provided to clients.
- E.6.9. Describe your firm's experience creating customized separately-managed-accounts in private market asset classes.

E.7. Technology and Reporting

- E.7.1. What systems and tools do you provide that will be available to TRS?
- E.7.2. Describe your performance reporting capabilities; including, metrics provided, accuracy controls, reporting systems used, customization capabilities, and typical turnaround time (days after month-end).
- E.7.3. Does the firm maintain in-house peer fund universes or is the data derived from a third party? If data is derived outside the firm, describe the service. Is this data available to your clients?
- E.7.4. How do you assist your clients in monitoring investment manager compliance with a client's Investment Policy Statement?
- E.7.5. What is your firm's experience working with Northern Trust to produce client reports and analytics?
- E.7.6. What AI programs or platforms have you implemented into your workflow? Have you assisted any clients with implementing AI solutions?

E.8. Additional Required Submissions

- E.8.1. Provide an example of a monthly or quarterly performance report that you would present to a fund of similar size and complexity. Include both public and private market reporting.
- E.8.2. Provide screenshots and an overview of any online platform you offer general investment consulting clients. This can include data repositories, analytics platforms, reporting packages, performance dashboards, peer universes, etc.
- E.8.3. Provide a representative client list to the furthest extent allowable under your firm's current guidelines.
- E.8.4. Provide an example of an investment due diligence report on a public equities manager. These should be unredacted, if possible.
- E.8.5. Provide your most recent capital market assumptions as well as your capital market assumptions in 2020 and 2015.
- E.8.6. Complete the attached Excel document titled, "General Investment Consultant Questionnaire Table".
- E.8.7. Confirm you have reviewed TRS' Investment Policy Statement, Annual Comprehensive Financial Report, Aon Quarterly Performance Report, Meketa Private Market Quarterly Report, and TRS Current Investment Manager Report located here: <https://oklahoma.gov/trs/investments/reports-and-resources.html>

Section E.9 through E.10 to be submitted by Private Market Search Consultant bidders

E.9. Private Market Search Capabilities

- E.9.1. Describe your experience providing investment manager search functions for the asset classes TRS is invested in. Provide information on historical capital deployment into private markets.
- E.9.2. Describe your overall investment style. What are your competitive advantages?
- E.9.3. Describe the quantity and quality of your investment manager research that would be provided to TRS.
- E.9.4. Describe the technology your firm uses to assist your investment and reporting process.
- E.9.5. Describe your investment and operational due diligence process. How many funds, across which asset classes, did you perform full investment and operational due diligence on in the last full calendar year?
- E.9.6. Describe your portfolio management process. How important are benchmark-relative metrics? How do you manage sector, geographic, and manager diversification, if at all?
- E.9.7. Describe your level of familiarity with the general partners TRS is currently invested with.
- E.9.8. Describe the different models through which you work with clients. Do you work with clients on both a discretionary and non-discretionary basis? Fund-of-one structure? Commingled fund? Do you believe any additional structures may be beneficial to TRS?
- E.9.9. Do you provide clients with consultant aggregation discounts? If so, describe the structure and requirements of these discounts and, if possible, detail who you have these relationships with.

E.10. Additional Required Submissions

- E.10.1. Provide screenshots and an overview of any online platform you offer general investment consulting clients. This can include data repositories, analytics platforms, reporting packages, performance dashboards, peer universes, etc.
- E.10.2. Provide a representative client list to the furthest extent allowable under your firm's current guidelines.
- E.10.3. Provide an example of an investment due diligence report for a closed-end real estate fund that is no longer in its fundraising period. Additional reports are welcome. These should be unredacted, if possible.
- E.10.4. Complete the attached Excel document titled, "Private Market Investment Consultant Questionnaire Table".
- E.10.5. With the understanding that performance within a non-discretionary relationship can be difficult to determine, please provide relevant performance metrics for "buy-list" funds, discretionary funds in relevant asset classes, and any other performance metrics you would be willing to present.
- E.10.6. Confirm you have reviewed TRS' Investment Policy Statement, Annual Comprehensive Financial Report, Aon Quarterly Performance Report, Meketa Private Market Quarterly Report, and TRS Current Investment Manager Report located here: <https://oklahoma.gov/trs/investments/reports-and-resources.html>

F. Solicitation Deadline and Timeline

The deadline for receipt of completed proposals is **4:00 p.m. Central Time, on January 14, 2026**. Proposals submitted to an incorrect address or location or received after this date and time will be rejected and will not be considered. **TRS will not grant requests for extension of the submission date. A complete timeline for this solicitation is as follows:**

Event	Date & Time
Issuance of Solicitation (RFP)	November 19, 2025
Questions Due to TRS	December 10, 2025
Q&A Posted to TRS website	December 19, 2025
Response to Solicitation (RFP) Due	January 14, 2026, by 4:00pm CT
Finalists Selection	February 20, 2026
Finalists' Presentation (<i>if needed</i>)	April 21-22, 2026
Tentative Contract Start Date	July 1, 2026

G. EVALUATION CRITERIA – General Investment Consultant

G.1. This RFP will be evaluated to determine best value for the Board of Trustees in accordance with standards set by the Board of Trustees as follows:

- G.1.1. Bidder's ability to perform Services Requested,
- G.1.2. Bidder's expertise, capabilities, and proven track record as a firm,
- G.1.3. Bidder's expertise, capabilities, and proven track record as an investment consultant team,
- G.1.4. Bidder's expertise, capabilities, and proven track record to perform strategic advisory services,
- G.1.5. Bidder's expertise, capabilities, and proven track record in investment manager research and monitoring,
- G.1.6. Bidder's expertise, capabilities, and proven track record using modern technology and reporting standards,
- G.1.7. Bidder's regulatory history and ethical standards,
- G.1.8. Bidder's request for exceptions to contract terms in Attachment A,
- G.1.9. Bidder's request for additional contract terms,
- G.1.10. Fee proposal,
- G.1.11. Interview of Bidder and overall presentation skills,
- G.1.12. References.

H. EVALUATION CRITERIA – Private Market Consultant

H.1. This RFP will be evaluated to determine best value for the Board of Trustees in accordance with standards set by the Board of Trustees as follows:

- H.1.1. Bidder's ability to perform Services Requested,
- H.1.2. Bidder's expertise, capabilities, and proven track record as a firm,
- H.1.3. Bidder's expertise, capabilities, and proven track record as an investment consultant team,
- H.1.4. Bidder's expertise, capabilities, and proven track record in investment manager search,
- H.1.5. Bidder's expertise, capabilities, and proven track record using modern technology and research capabilities,
- H.1.6. Bidder's regulatory history and ethical standards,
- H.1.7. Bidder's request for exceptions to contract terms in Attachment A,
- H.1.8. Bidder's request for additional contract terms,
- H.1.9. Fee proposal,
- H.1.10. Interview of Bidder and overall presentation skills,
- H.1.11. References.

I. FEE PROPOSAL

I.1. General Investment Consultant Assumptions

- I.1.1. The fee proposal set forth in response to the RFP will be a factor in determining the successful Vendor. Please note that the scope of services has changed materially since the last general consultant search and previously paid general consulting fees do not accurately represent the current scope of work required.
- I.1.2. The proposal should include the fee for the initial 1-year contract period of July 1, 2026, through June 30, 2027, as well as annual fee amounts for each of the next 4 years starting on the contract anniversary date of July 1st. This fee should be inclusive of the complete range of investment consulting services. TRS will not reimburse vendor for travel or other out-of-pocket expenses.
- I.1.3. The fixed fee amount per year need not be the same amount per year. If the fee for each year is fixed, and the total of the fees over the possible contract term are fixed, it will be an acceptable fee proposal.
- I.1.4. Bidders may bid on solely the general investment consultant services, solely the private market consultant services, and/or both on a bundled basis. If bidding on both assignments, please price each section separately **and** together, if possible.
- I.1.5. Bids for general investment consulting services are on a per-year fixed fee.
- I.1.6. Bids for private market investment consulting are on a per-year fixed fee plus a per fund fee above four.
- I.1.7. Bids for bundled fees will include general and private market investment consulting services on a bundled per-year fixed fee plus a per fund fee above 4 private market funds

- I.1.8. The general consultant is required as part of the contract to attend eight (8) regularly scheduled Board meetings per year, and eight (8) investment committee meetings per year which are currently held the afternoon before the Board meetings. This will generally require one (1) overnight hotel stay per meeting. We typically allow for virtual attendance for some participants. These meetings are held in Oklahoma City and the dates and times can be found here: <https://oklahoma.gov/trs/about-us1/schedules-and-agendas.html>
- I.1.9. Total portfolio performance reports are required to be presented at each Board meeting using rates of return calculated by Northern Trust. Our existing relationship, Meketa Investment Group, will provide private markets performance data.
- I.1.10. One (1) Asset-Liability Study incorporating the liability data from Gabriel, Roeder, Smith & Company (GRS), our current actuary, conducted once every four (4) years or promptly after the actuarial experience study is completed.
- I.1.11. Public market manager searches performed on an as needed basis. There are currently no open public manager searches. Assume no additional fee for public market manager searches.
- I.1.12. All other anticipated projects as covered in the *Scope of Assignment* in Section D1..

I.2. Private Market Consultant Assumptions

- I.2.1. The fee proposal set forth in response to the RFP will be a factor in determining the successful Vendor.
- I.2.2. The proposal should include the fee for the initial 1-year contract period of July 1, 2026 through June 30, 2027, as well as annual fee amounts for each of the next 4 years starting on the contract anniversary date of July 1st. This fee should be inclusive of the complete range of private market investment consulting services.
- I.2.3. The fixed fee amount per year need not be the same amount per year, but the per search fee (above four) does need to be fixed for the duration of the contract.
- I.2.4. Four (4) private market searches per year. Searches beyond four will be on a per-fund fee basis. Assume three (3) closed-end fund investments and one (1) evergreen fund investment (fund-of-one or open-end fund) per year. Additional fees will be on a per-search basis.
- I.2.5. In most cases, TRS investment staff will rely on the private market consultant's sourcing pipeline for new investments. TRS-directed due diligence on manager's outside of the consultant's standard pipeline will be rare and can be assumed to be one to two (1 - 2) over the life of the contract.
- I.2.6. Access to buy-rated investment due diligence reports within private credit, real estate, and infrastructure. Operational due diligence reports are required only for funds selected for commitment. Private equity research is not needed, but an annual review of our discretionary private equity partner is needed. This review will include an overview of performance, fees, and portfolio structure.
- I.2.7. The private market consultant will need to attend one (1) in-person meeting for the annual private market portfolio review and can attend in-person or virtually when making a fund recommendation. Our Investment Committee and Board of Trustees meet in our offices and the meeting dates can be found here: <https://oklahoma.gov/trs/about-us1/schedules-and-agendas.html>.
- I.2.8. All investments will be made on a non-discretionary basis with no comprehensive legal review, no cash-flow management, no consolidated reporting, and no pacing models.
- I.2.9. Work closely with our back-office service provider and general consultant in a professional and collaborative manner.

Attachment A

This State of Oklahoma General Terms ("General Terms") is a contract document in connection with the contract awarded by the Teachers' Retirement System of Oklahoma (TRS).

In addition to other terms contained in an applicable contract document, supplier and TRS agree to the following General Terms:

1. Scope and Contract Renewal

- 1.1 Supplier may not add products or services to its offerings under the contract without the state's prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the contract, supplier shall contact the state.
- 1.2 At no time during the performance of the contract shall the supplier have the authority to obligate any customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded contract amount. Likewise, supplier is not entitled to compensation for a product or service provided by or on behalf of supplier that is neither requested nor accepted as satisfactory.
- 1.3 If applicable, prior to any contract renewal, TRS shall subjectively consider the value of the contract to the state, the supplier's performance under the contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of contract documents to determine validity with current state and other applicable statutes and rules; b) current pricing and discounts offered by supplier; and c) current products, services and support offered by supplier. If TRS determines changes to the contract are required as a condition precedent to renewal, TRS and supplier will cooperate in good faith to evidence such required changes in an amendment.
- 1.4 TRS may extend the contract for 90 days beyond a final renewal term at the contract compensation rate for the extended period. If the state exercises such option to extend 90 days, the state shall notify the supplier in writing prior to contract end date. The state, at its sole option and to the extent allowable by law, may choose to exercise subsequent 90-day extensions at the contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new supplier.
- 1.5 Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, supplier shall maintain its supplier registration with the state as a precondition to renewal of the contract.

2. Contract Effectiveness and Order of Priority

- 2.1 Unless specifically agreed in writing otherwise, the contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the state until the contract is effective.
- 2.2 Contract documents shall be read to be consistent and complementary. Any conflict among the contract documents shall be resolved by giving priority to contract documents in the following order of precedence:
 - A. Any amendment.
 - B. Terms contained in this contract document.
 - C. Any contract-specific state terms that include, without limitation, information technology terms and terms specific to a statewide contract or a state agency contract.
 - D. Any applicable solicitation.
 - E. Any successful bid as may be amended through negotiation and to the extent the bid does not otherwise conflict with the solicitation or applicable law.
 - F. Any statement of work, work order or other mutually agreed contract documents.
- 2.3 If there is a conflict between the terms contained in this contract document or in contract-specific terms and an agreement provided by or on behalf of supplier including but not limited to linked or supplemental documents which alter or diminish the rights of customer or the state, the conflicting terms provided by supplier shall not take priority over this contract document or acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an amendment.
- 2.4 Any contract document shall be legibly written in ink or typed. All contract transactions, and any contract

document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3. Modification of contract Terms and contract documents

- 3.1 The contract may only be modified, amended, or expanded by an amendment. Any change to the contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the supplier, is a material breach of the contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written contract modification, shall be void and without effect and the supplier shall not be entitled to any claim under the contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the contract.
- 3.2 Any additional terms on an ordering document provided by supplier are of no effect and are void unless mutually executed. TRS bears no liability for performance, payment or failure thereof by the supplier or by a customer other than TRS in connection with an acquisition.
- 3.3 Except for information deemed confidential by the state pursuant to applicable law, rule, regulation, or policy, the parties agree contract terms and information are not confidential and are disclosable without further approval of or notice to supplier.
- 3.4 Unless mutually agreed to in writing by TRS, no contract document or other terms and conditions or clauses, including via a hyperlink or uniform resource locator, shall supersede or conflict with the terms of this contract or expand the state's or customer's liability or reduce the rights of customer or the state. If supplier is acting as a reseller, any third-party terms provided are also subject to the foregoing.
- 3.5 To the extent any term or condition in any contract document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United states law or regulation, such term or condition is void and unenforceable. By executing any contract document which contains a conflicting term or condition, the state or customer makes no representation or warranty regarding the enforceability of such term or condition and the state or customer does not waive the applicable Oklahoma and/or United states law or regulation which conflicts with the term or condition.

4. Pricing

- 4.1 Pursuant to 68 O.S. §§ 1352, 1356 and 1404, state agencies are exempt from the assessment of state sales, use, and excise taxes. Further, state agencies and political subdivisions of the state are exempt from federal excise taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the supplier shall not be reimbursed.
- 4.2 Pursuant to 74 O. S. § 85.40, all travel expenses of supplier must be included in the total acquisition price.
- 4.3 The price of a product offered under the contract shall include and supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on-board customer's destination. No additional fees shall be charged by supplier for standard shipping and handling. If customer requests expedited or special delivery, customer may be responsible for any charges for expedited or special delivery.

5. Ordering, Inspection and Acceptance

- 5.1 Any product or service furnished under the contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid purchase card. All orders and transactions are governed by the terms and conditions of the contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the contract shall be performed unless mutually agreed in writing otherwise.
- 5.2 Services will be performed in accordance with industry best practices and are subject to acceptance by the customer. Notwithstanding any other provision in the contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service. Supplier warrants and represents that a product or deliverable furnished by or through the supplier shall individually, and where specified by supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of 90 days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the supplier shall be repaired or

replaced by supplier at no additional cost or expense to the customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the contract shall be subject to final inspection and acceptance by the customer at destination. The customer assumes no responsibility for a product until accepted by the customer. Title and risk of loss or damage to a product shall be the responsibility of the supplier until accepted. The supplier shall be responsible for filing, processing and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-1, payment for an acquisition does not constitute final acceptance of the acquisition. If subsequent inspection affirms that the acquisition does not meet or exceed the specifications of the order or that the acquisition has a latent defect, the supplier shall be notified as soon as is reasonably practicable. The supplier shall retrieve and replace the acquisition at supplier's expense or, if unable to replace, shall issue a refund to customer. Refund under this section shall not be an exclusive remedy.

- 5.3 Supplier shall deliver products and services on or before the required date specified in a contract document. Failure to deliver timely may result in liquidated damages as set forth in the applicable contract document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, supplier shall provide staff who are sufficiently experienced and able to perform with respect to any transitional services provided by supplier in connection with termination or expiration of the contract.
- 5.4 Product warranty and return policies and terms provided under any contract document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

6. Invoices and Payment

- 6.1 Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the contract in accordance with 74 O.S. § 85.44B, which requires that payment be made only after products have been provided and accepted or services rendered and accepted.
- The following terms additionally apply:
- A. An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
 - B. Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
 - C. Payment of all fees under the contract shall be due net 45 days unless an early payment discount is negotiated. Payment and interest on late payments are governed by 62 O.S. § 34.72. Such interest is the sole and exclusive remedy for late payments by a state agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
 - D. The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
 - E. If an overpayment or underpayment has been made to supplier any subsequent payments to supplier under the contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to supplier.
 - F. Supplier shall have no right of set off.
 - G. Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six months after the end of the fiscal year in which the goods are provided or services performed.
 - H. The supplier shall accept payment by purchase card as allowed by Oklahoma law.

7. Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

- 7.1 As a condition of this contract, supplier shall procure at its own expense and provide proof of insurance coverage with the applicable liability limits set forth below, and any approved subcontractor of supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better. Such proof of coverage shall additionally be provided to the customer if services will be provided by any of supplier's employees, agents or

subcontractors at any customer premises and/or if employer vehicles will be used in connection with performance of supplier's obligations under the contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, supplier shall ensure each insurance policy includes a notice of cancellation and includes the state and its agencies as certificate holder and shall promptly provide proof to the state of any renewals, additions or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the contract is a continuing obligation until supplier has no further obligation under the contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for commercial general liability, auto liability and employers' liability. Unless agreed between the parties and approved by the state purchasing director, the minimum acceptable insurance limits of liability are as follows:

- A. Workers' compensation and employer's liability insurance in accordance with and to the extent required by applicable law.
 - B. Commercial general liability insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than 2,000,000 per occurrence.
 - C. Automobile liability insurance with limits of liability of not less than \$2,000,000 combined single limit each accident.
 - D. If the supplier will access, process or store state data, then security and privacy liability insurance, including coverage for failure to protect confidential information and failure of the security of supplier's computer systems that results in unauthorized access to customer data with a limit of not less than \$5,000,000 per occurrence.
 - E. Additional coverage required in writing in connection with a particular acquisition.
- 7.2 Supplier shall be entirely responsible during the existence of the contract for the liability and payment of taxes payable by or assessed to supplier or supplier's employees, agents and subcontractors of whatever kind, in connection with the contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance and workers' compensation. Neither customer nor the state shall be liable to the supplier, supplier's employees, agents or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a state or customer employee.
- 7.3 Supplier agrees to indemnify customer, the state and its employees, agents, representatives, contractors and assignees for any and all liability, actions, claims, demands or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or workers' compensation in connection with its performance under the contract.

8. Compliance With Applicable Laws

- 8.1 As long as supplier has an obligation under the terms of the contract and in connection with performance of its obligations, the supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, state and local laws, rules, regulations, ordinances and orders, as amended, including but not limited to the following:
- A. Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. § 81.
 - B. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans.
 - C. Prospective participant requirements set at 2 CFR part 376 in connection with Debarment, Suspension and other responsibility matters.
 - D. 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990.
 - E. Anti-Lobbying Law set forth at 31 U.S.C. § 1325 and as implemented at 45 CFR Part 93.
 - F. Requirements of IRS Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein).
 - G. Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F § 200.500 et seq. with approval and work paper examination rights of the applicable procuring

- entity.
- H. Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. § 1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System, defined at 25 O.S. § 1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at e-verify.gov.
 - I. Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act.
 - J. Be registered as a business entity licensed to do business in the state, have obtained a sales tax permit, and be current on franchise tax payments to the state, as applicable.
- 8.2 The supplier's employees, agents and subcontractors shall adhere to applicable customer policies including but not limited to acceptable use of internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the supplier shall adhere to the [State of Oklahoma Information Security Policy, Procedures and Guidelines](#) set forth at e-verify.gov. Supplier is responsible for reviewing and relaying such policies covering the above to the supplier's employees, agents and subcontractors.
- 8.3 At no additional cost to customer, the supplier shall maintain all applicable licenses and permits required in association with its obligations under the contract.
- 8.4 In addition to compliance under subsection 9.1 above, supplier shall have a continuing obligation to comply with applicable customer-specific mandatory contract provisions required in connection with the receipt of federal funds or other funding source.
- 8.5 The supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the contract of the supplier's obligations under the contract and supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the contract. At the request of the state, supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the contract.
- 8.6 As applicable, supplier agrees to comply with the governor's executive orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the state, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the state.
- 8.7 The execution, delivery and performance of the contract and any ancillary documents by supplier will not, to the best of supplier's knowledge, violate, conflict with or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of any written contract or other instrument between supplier and any third party.
- 8.8 Supplier represents that it can pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 8.9 Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving supplier has been disclosed in writing to the state and supplier is not aware of any other litigation, claim or threat thereof.
- 8.10 If services provided by supplier include delivery of an electronic communication, supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with state standards regarding accessibility. Should any communication or associated support documents be noncompliant, supplier shall correct and redeliver such communication immediately upon discovery or notice, at no additional cost to the state. Additionally, as part of compliance with accessibility requirements where documents are only provided in nonelectronic format, supplier shall promptly provide such communication and any associated support documents in an alternate format usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the state.

9. Audits and Records Clause

- 9.1 As used in this clause and pursuant to 67 O.S. § 203, "record" includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data or in any other form. Supplier agrees any pertinent federal or state agency or governing entity of a customer shall have the right to examine and audit, at no additional cost to a customer, all records relevant to the execution and performance of the contract except, unless otherwise agreed, costs of supplier that comprise pricing under the contract.
- 9.2 The supplier is required to retain records relating to the contract for the duration of the contract and for a period of seven years following completion or termination of an acquisition unless otherwise indicated in the contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two years from the date that all issues arising out of the action are resolved or until the end of the seven-year retention period, whichever is later.
- 9.3 Pursuant to 74 O.S. § 85.41, if professional services are provided hereunder, all items of the supplier that relate to professional services are subject to examination by the state agency, state auditor and inspector, and the state purchasing director.

10. Confidentiality

- 10.1 The supplier shall maintain strict security of all state and citizen data and records entrusted to it or to which the supplier gains access, in accordance with and subject to applicable federal and state laws, rules, regulations, and policies and shall use any such data and records only as necessary for supplier to perform its obligations under the contract. The supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or state laws, rules and regulations. The supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without customer's prior express written permission. Supplier shall instruct all such persons and entities that confidential information shall not be disclosed or used without the customer's prior express written approval except as necessary for supplier to render services under the contract. The supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.
- 10.2 Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to state and citizen data and records to fulfill supplier's duties and obligations under the contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any state or citizen data or records except as required by law or allowed by written prior approval of the customer.
- 10.3 Supplier shall immediately report to the customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any state or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonably should have knowledge. The supplier shall also promptly furnish to customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the customer in investigating or preventing the reoccurrence of such event in the future. The supplier shall cooperate with the customer in connection with any litigation and investigation deemed necessary by the customer to protect any state or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of state or citizen data or records including but not limited to credit monitoring services with a term of at least three years, all notice-related costs and toll free telephone call center services.
- 10.4 Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of state or citizen data and records.
- 10.5 Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision,

- release, access, acquisition, disclosure or other dissemination of any state data or records to others may cause immediate and irreparable harm to the customer and certain beneficiaries and may violate state or federal laws and regulations. If the supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents, representatives, independent contractors and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the contract, the customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.
- 10.6 The supplier shall immediately forward to the state purchasing director, and any other applicable person listed in the Notices section of the contract, any request by a third party for data or records in the possession of the supplier or any subcontractor or to which the supplier or subcontractor has access and supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.
- 10.7 Customer may be provided access to supplier's confidential information. State agencies are subject to the Oklahoma Open Records Act and supplier acknowledges information marked confidential will be disclosed to the extent permitted under the Open Records Act and in accordance with this contract.
- 10.8 Except for information deemed confidential by the state pursuant to applicable law, rule, regulation or policy, the parties agree contract terms and information are not confidential and are disclosable without further approval of or notice to the supplier.

11. Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the state. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the state, its employees or any other third-party individual or entity awarded a contract with the state. Further, as long as the supplier has an obligation under the contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the state. Any conflict of interest shall, at the sole discretion of the state, be grounds for partial or whole termination of the contract. Supplier shall not be compensated on the basis of a share of capital gains upon or capital appreciation of any funds the Supplier recommends TRS invest in or commit to.

12. Assignment and Permitted Subcontractors

- 12.1 Supplier's obligations under the contract may not be assigned or transferred to any other person or entity without the prior written consent of the state which may be withheld at the state's sole discretion. Should supplier assign its rights to payment, in whole or in part, under the contract, supplier shall provide the state and all affected customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected customers to perform payment obligations without any delay caused by the assignment.
- 12.2 Notwithstanding the foregoing, the contract may be assigned by supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the supplier, or a sale of all or substantially all of the assets of the supplier to which the contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the supplier as fully as if it had been originally made a party to the contract. Supplier shall give the state and all affected customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.
- 12.3 If the supplier is permitted to utilize subcontractors in support of the contract, the supplier shall remain solely responsible for its obligations under the terms of the contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the supplier, the supplier shall obtain written approval of the state of such subcontractor and each employee, as applicable to a particular acquisition, of such subcontractor proposed for use by the supplier. Such approval is within the sole discretion of the state. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular acquisition, in the applicable proposal and shall include the nature of the services to be performed. As

part of the approval request, the supplier shall provide a copy of a written agreement executed by the supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as the supplier under the terms of all applicable contract documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the state of any subcontractor and associated employees shall be a continuing obligation. The state further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

- 12.4 All payments under the contract shall be made directly to the supplier, except as provided in 13.1 above regarding the supplier's assignment of payment. No payment shall be made to the supplier for performance by unapproved or disapproved employees of the supplier or a subcontractor.
- 12.5 Rights and obligations of the state or a customer under the terms of this contract may be assigned or transferred, at no additional cost, to other customer entities.

13. Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the state in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the state. The costs of additional background checks beyond supplier's normal hiring practices shall be the responsibility of the customer unless such additional background checks are required solely because supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, supplier shall pay for the additional background checks. Supplier will coordinate with the state and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the supplier who will be providing services under the contract not be acceptable as a result of the background check or criminal history investigation, the customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or service.

14. Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by supplier under the contract infringes that party's patent, intellectual property, copyright or other property right, supplier shall enable each affected customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or reperform or redeliver in the case of a service, with at least a functional noninfringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the supplier determines that none of these alternatives are reasonably available, the state shall return such portion of the product or deliverable at issue to the supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by supplier.

15. Indemnification

15.1 State Shall Not Indemnify

The State of Oklahoma cannot lawfully agree to indemnify a private contractor. The credit of the state shall not be given, pledged or loaned to any individual, company, corporation, association, municipality or political subdivision of the state pursuant to Okla. Const. art. 10, § 15, OAC 260:115-7-32(r)(3)(A) and Attorney General Opinion 2012-18.

15.2 Acts or Omissions

- A. Supplier shall defend and indemnify the indemnified parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including

without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of or resulting from any action or claim for bodily injury, death or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the supplier or its agents, employees, or subcontractors in the execution or performance of the contract.

- B. To the extent supplier is found liable for loss, damage or destruction of any property of customer due to negligence, misconduct, wrongful act or omission on the part of the supplier, its employees, agents, representatives or subcontractors, the supplier and customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to and is payable by supplier 60 days after the date of supplier's receipt of an invoice for the negotiated settlement amount.

15.3 Infringement

Supplier shall indemnify the indemnified parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with supplier's breach of its representations and warranties in the contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) customer's or user's content; (b) modifications by customer or third party to a product delivered under the contract or combinations of the product with any nonsupplier-provided services or products unless supplier recommended or participated in such modification or combination; (c) use of a product or service by customer in violation of the contract unless done so at the direction of supplier, or (d) nonsupplier product that has not been provided to the state by, through or on behalf of supplier as opposed to its combination with products supplier provides to or develops for the state or customer as a system.

15.4 Notice and Cooperation

In connection with indemnification obligations under the contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any customer affected by the claim will reasonably cooperate with supplier and defense of the claim to the extent its interests are aligned with supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against indemnified parties that are not a state agency, where relief against the indemnified parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the contract.

15.5 Coordination of Defense

In connection with indemnification obligations under the contract, when a state agency is a named defendant in any filed or threatened lawsuit, the defense of the state agency shall be coordinated by the attorney general of Oklahoma, or the attorney general may authorize the supplier to control the defense and any related settlement negotiations; provided, however, supplier shall not agree to any settlement of claims against the state without obtaining advance written concurrence from the attorney general. If the attorney general does not authorize sole control of the defense and settlement negotiations to supplier, supplier shall have authorization to equally participate in any proceeding related to the indemnity obligation under the contract and shall remain responsible to indemnify the applicable indemnified parties.

15.6 Limitation of Liability

- A. With respect to any claim or cause of action arising under or related to the contract, neither the state nor any customer shall be liable to supplier for lost profits, lost sales or business expenditures, investments or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B. Notwithstanding anything to the contrary in the contract, no provision shall limit damages, expenses, costs, actions, claims and liabilities arising from or related to property damage, bodily injury or death caused by supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of supplier or its

employees, agents or subcontractors.

- C. The limitation of liability and disclaimers set forth in the contract will apply regardless of whether customer has accepted a product or service. The parties agree that supplier has set its fees and entered into the contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

16. Termination for Funding Insufficiency

- 16.1 Notwithstanding anything to the contrary in any contract document, the state may terminate the contract in whole or in part if funds sufficient to pay obligations under the contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, supplier will be provided at least 15-day written notice of termination. Any partial termination of the contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the contract that are not terminated. The determination by the state of insufficient funding shall be accepted by, and shall be final and binding on, the supplier.
- 16.2 Upon receipt of notice of a termination, supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to supplier in the form of prepaid fees that are unused when the contract or certain obligations are terminated shall be refunded.
- 16.3 The state's exercise of its right to terminate the contract under this section shall not be considered a default or breach under the contract or relieve the supplier of any liability for claims arising under the contract.

17. Termination for Cause

- 17.1 Supplier may terminate the contract if (i) it has provided the state with written notice of material breach, and (ii) the state fails to cure such material breach within 30 days of receipt of written notice. If there is more than one customer, material breach by a customer does not give rise to a claim of material breach as grounds for termination by supplier of the contract as a whole. The state may terminate the contract in whole or in part if (i) it has provided supplier with written notice of material breach, and (ii) supplier fails to cure such material breach within 30 days of receipt of written notice. Any partial termination of the contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the contract that are not terminated.
- 17.2 The state may terminate the contract in whole or in part immediately without a 30-day written notice to supplier if (i) supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to supplier's performance or obligations under the contract; (ii) supplier's material breach is reasonably determined to be an impediment to the function of the state and detrimental to the state or to cause a condition precluding the 30-day notice; or (iii) when the state determines that an administrative error in connection with award of the contract occurred prior to contract performance.
- 17.3 The state may terminate the contract if the scope includes public relations (PR) vendor services and the supplier, or supplier's employee, violate the lobbying clause. PR vendor services is defined to include a contract for public relations, marketing or communication services. The state may immediately terminate the contract with no more than a 10-day notice under this section.
- 17.4 Upon receipt of notice of a termination, supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and

remedies provided for by law. Any amount paid to supplier in the form of prepaid fees that are unused when the contract or certain obligations are terminated shall be refunded. Termination of the contract under this section, in whole or in part, shall not relieve the supplier of liability for claims arising under the contract.

- 17.5 The supplier's repeated failure to provide an acceptable product or service; supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a customer's rights or obligations under the contract (except as required by a governmental authority); actual or anticipated failure of supplier to perform its obligations under the contract; supplier's inability to pay its debts when due; assignment for the benefit of supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of supplier shall constitute a material breach of the supplier's obligations, which may result in partial or whole termination of the contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-1 is an example.

18. Termination for Convenience

- 18.1 The state may terminate the contract, in whole or in part, for convenience if it is determined that termination is in the state's best interest. In the event of a termination for convenience, supplier will be provided at least a 30-day written notice of termination. Any partial termination of the contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the contract that remain in effect.
- 18.2 Upon receipt of notice of such termination, supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory nor to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to supplier in the form of prepaid fees that are unused when the contract or certain obligations are terminated shall be refunded. Termination of the contract under this section, in whole or in part, shall not relieve the supplier of liability for claims arising under the contract.

19. Suspension of Supplier

- 19.1 Supplier may be subject to suspension without advance notice and may additionally be suspended from activities under the contract if supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to supplier's performance or obligations under the contract.
- 19.2 Upon receipt of a notice pursuant to this section, supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by supplier, the suspension does not relieve an obligation to pay for the product or service, but there shall not be any liability for further payments ordinarily due under the contract during a period of suspension or suspended activity or for any damages or other amounts caused by or associated with such suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to supplier in the form of prepaid fees attributable to a period of suspension or suspended activity shall be refunded.
- 19.3 Such suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such a resumption will occur.

20. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by supplier with respect to debarment, suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the contract. A determination that supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the contract for supplier's default. Additionally, supplier shall promptly provide written notice to the state purchasing director if the certification becomes erroneous due to changed circumstances.

21. Certification Regarding state Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the supplier certifies that no person involved in any manner in the development, approval or negotiation of the contract, including change orders, extensions, renewals or amendments, while employed by the state shall be employed or given anything of value to fulfill any services provided under the contract.

22. Force Majeure

- 22.1 Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.
- 22.2 Subject to the conditions set forth above, nonperformance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of customer. Supplier is not entitled to payment for products or services not received; therefore, amounts payable to supplier during the force majeure event shall be equitably adjusted downward.
- 22.3 Notwithstanding the foregoing or any other provision in the contract, (i) the following are not a force majeure event under the contract: (a) shutdowns, disruptions or malfunctions in supplier's system or any of supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to supplier's systems or (b) the delay or failure of supplier or subcontractor personnel to perform any obligation of supplier hereunder unless such delay or failure to perform is itself by reason of a force majeure event; and (ii) no force majeure event modifies or excuses supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

23. Security of Property and Personnel

- 23.1 In connection with supplier's performance under the contract, supplier may have access to customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment and other property of customer.
- 23.2 Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of customer property in its possession, regardless of cause. If supplier fails to comply with customer's security requirements, supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

24. Notices

All notices, approvals or requests allowed or required by the terms of any contract document shall be in writing, reference the contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the contract and the designated supplier

contact provided in a successful bid, notices shall be sent to the state at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the contract, confidentiality, breach and termination-related notices shall not be delivered solely via email.

If sent to TRS:

Teachers' Retirement System of Oklahoma
Attn: General Counsel
301 NW 63rd Street, Suite 500
Oklahoma City, OK 73116

With a copy, which shall not constitute notice, to:

Teachers' Retirement System of Oklahoma
Attn: Chief Investment Officer
301 NW 63rd Street, Suite 500
Oklahoma City, OK 73116

25. Miscellaneous

25.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the contract documents, in the singular or in the aggregate, shall be governed by the laws of the state of Oklahoma without regard to application of choice of law principles. Pursuant to 74 O.S. § 85.7(F), where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the state. Venue for any action, claim, dispute or litigation relating in any way to the contract documents, shall be in Oklahoma County, Oklahoma. The state expressly declines any terms that minimize its rights under Oklahoma law, including but not limited to, statutes of limitations.

25.2 Employment Relationship

The contract does not create an employment relationship. Individuals providing products or performing services pursuant to the contract are not employees of the state or customer and accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

25.3 Transition Services

If transition services are needed at the time of contract expiration or termination, supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of supplier.

25.4 Publicity

The existence of the contract or any acquisition is in no way an endorsement of supplier, the products or services and shall not be so construed by supplier in any advertising or publicity materials. Supplier agrees to submit to the state all advertising, sales, promotion and other publicity matters relating to the contract wherein the name of the state or any customer is mentioned or language used from which, in the state's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion or publicity matter or release any informational pamphlets, notices, press releases, research reports or similar public notices concerning the contract or any acquisition hereunder without obtaining prior written approval of the state.

25.5 Open Records Act

Supplier acknowledges that all state agencies and certain other customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. § 24A-1 et seq. Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the act is required. Nothing herein is intended to waive the state purchasing director's authority under OAC 260:115-3-9 in connection with bid information requested to be held confidential by a bidder. Notwithstanding the foregoing, supplier confidential information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this contract and without other obligations of confidentiality; (iii) is

independently developed without the use of any of supplier confidential information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) pricing provided to the state. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of supplier confidential information, provided that the customer provides reasonable written notice, pursuant to contract notice provisions, to the supplier so that the supplier may promptly seek a protective order or other appropriate remedy.

25.6 Failure to Enforce

Failure by the state or a customer at any time to enforce a provision of or exercise a right under the contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any contract document, or any part thereof, or the right of the state or a customer to enforce any provision of or exercise any right under the contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a contract document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the contract.

25.7 Mutual Responsibilities

- A. No party to the contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without express written consent by the other party.
- B. The contract is a nonexclusive contract, and each party is free to enter into similar agreements with others.
- C. The customer and supplier each grant the other only the licenses and rights specified in the contract and all other rights and interests are expressly reserved.
- D. The customer and supplier shall reasonably cooperate with each other and any supplier to which the provision of a product and/or service under the contract may be transitioned after termination or expiration of the contract.
- E. Except as otherwise set forth herein, where approval, acceptance, consent or similar action by a party is required under the contract, such action shall not be unreasonably delayed or withheld.

25.8 Invalid Term or Condition

To the extent any term or condition in the contract conflicts with a compulsory applicable state or United states law or regulation, such contract term or condition is void and unenforceable. By executing any contract document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable state or federal law or regulation which conflicts with the contract or any nonconflicting applicable state or federal law or regulation is not waived.

25.9 Severability

If any provision of a contract document or the application of any term or condition to any party or circumstances is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

25.10 Section Headings

The headings used in any contract document are for convenience only and do not constitute terms of the contract.

25.11 Sovereign Immunity

Notwithstanding any provision in the contract, the contract is entered into subject to the state's constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the state nor any other right or defense available to the state.

25.12 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar contract documents entered into between the parties under the terms of the contract shall survive contract expiration. Additionally, rights and obligations under the contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the contract.

25.13 Entire Agreement

The contract documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a contract document shall be binding or valid. The supplier's representations and certifications, including any completed electronically, are incorporated by reference into the contract.

25.14 Gratuities

The contract may be immediately terminated, in whole or in part, by written notice if it is determined that the supplier, its employee, agent, or another representative violated any federal, state or local law, rule or ordinance by offering or giving a gratuity to any state employee directly involved in the contract. In addition, suspension or debarment of the supplier may result from such a violation.

25.15 Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

25.16 Key Personnel

A. Key personnel defined. Key personnel means any vendor personnel mutually identified by Vendor and Customer as key personnel under the agreement.

B. Vendor shall not make any change in Key Personnel without the prior written approval of TRS, unless such Key Personnel leaves for a Permitted Reason (defined below). If Vendor makes a change in Key Personnel in violation of the preceding sentence, the change shall be deemed a for cause event invoking paragraph A.19.1. As used herein, a "*Permitted Reason*" will mean (a) the Key Personnel becomes unavailable due to serious illness, legally mandated leave, death, or disability; (b) the Key Personnel is terminated by Vendor for cause (provided, however, that Vendor may not terminate a Key Personnel for the purpose of reassigning the Key Personnel to another Agreement/Customer); (c) by mutual agreement of Vendor and TRS; or (d) the Key Personnel voluntarily leaves the employ of Vendor. Should a Key Personnel leave the employ of Vendor and return at any time prior to the completion of the Agreement between Vendor and TRS, Vendor shall notify TRS of such employee's return and TRS shall have the right, at its sole discretion, to require that such employee be reassigned to the Agreement.

C. Prior to providing a replacement for any Key Personnel that ceases performing services for TRS under the Agreement for any reason, Vendor shall obtain TRS's written approval of the replacement, which may not be unreasonably withheld. Vendor shall provide TRS with the option to interview such replacement and provide TRS with all reasonably requested information regarding such replacement to allow TRS to determine if it approves of the replacement. Such replacement and/or TRS's disapproval of a replacement shall not constitute an Event of Force Majeure or constitute a TRS-caused delay. For Key Personnel, Vendor shall ensure that any replacement candidate proposed by Vendor has qualifications of substantial similarity to the qualifications of the individual being replaced and such replacement will not delay the services required under the Agreement.



You must submit a Certification for Competitive Bid and Contract along with the response to the solicitation.

1. SOLICITATION

Solicitation #

2. BIDDER GENERAL INFORMATION

FEIN/SSN

Supplier ID

Company name

3. BIDDER CONTACT INFORMATION

Address

Contact name

Title

Email

Phone

Website

Fax

4. BIDDER IS ENGAGED IN BOYCOTT OF GOODS OR SERVICES FROM ISRAEL

☐ Yes ☐ No

5. REGISTRATION WITH THE OKLAHOMA SECRETARY OF STATE

☐ Yes Filing number: _____

☐ No Prior to the contract award, the successful bidder is required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (sos.ok.gov or 405-521-3911).

6. WORKERS' COMPENSATION INSURANCE COVERAGE

Bidder is required to provide a certificate of insurance showing proof of compliance with the Oklahoma Administrative Workers' Compensation Act.

☐ Yes Include a certificate of insurance with the bid.

☐ No Exempt from the Administrative Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11). (Attach a written, signed and dated statement on letterhead stating the reason for the exempt status. For frequently asked questions concerning workers' compensation insurance, visit wcc.ok.gov.)

7. DISABLED VETERAN BUSINESS ENTERPRISE ACT

☐ Yes I am a service-disabled veteran business as defined in 74 O.S. § 85.44E.

Include the following with the bid response:

1. Certification of service-disabled veteran status as verified by the appropriate federal agency.
2. Verification of not less than 51% ownership by one or more service-disabled veterans.
3. Verification of the control of the management and daily business operations by one or more service-disabled veterans.

☐ No I do not meet the criteria as a service-disabled veteran business.

8. SIGNATURE

Authorized signature

Date

Name

Title



**CERTIFICATION FOR COMPETITIVE
BID AND/OR CONTRACT
(NON-COLLUSION CERTIFICATION)**

Note: A certification shall be included with any competitive bid and/or contract exceeding \$25,000.00 submitted to the state for goods or services.

GENERAL INFORMATION

Agency name	Agency #
Supplier or bidder legal name	Solicitation # or purchase order #

Section 1 74 O.S. § 85.22

- A.** For purposes of any competitive bid or contract executed by the state for an acquisition in excess of the fair and reasonable acquisition threshold amount, I certify:
1. I am the duly authorized agent of the above-named supplier or bidder for the purpose of certifying the facts pertaining to the existence of collusion among and between bidders and suppliers and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in connection with the prospective acquisition.
 2. I am fully aware of the facts and circumstances surrounding the acquisition or making of the bid to which this statement relates and have been personally and directly involved in the events leading to the acquisition or submission of such bid.
 3. Neither the business entity that I represent in this certification nor anyone subject to the business entity's direction or control has been a party to:
 - a. Any collusion among bidders or suppliers in restraint of freedom of competition by agreement to bid or contract at a fixed price or to refrain from bidding or contracting.
 - b. Any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract.
 - c. Any discussions between bidders or suppliers and any state official concerning exchange of money or other thing of value for special consideration in connection with the prospective contract.
- B.** I certify, if awarded the contract, whether competitively bid or not, neither the business entity I represent nor anyone subject to the business entity's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of this state any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement relates.

Section 2 74 O.S. § 85.42

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

Section 3 74 O.S. § 582

For the purpose of a contract for goods or services, the supplier also certifies it is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the state.

Section 4 74 O.S. § 12005

For the purpose of a contract for goods or services, the supplier also certifies it is not currently engaged in a boycott of energy companies and will not boycott energy companies during the term of the contract.

Section 5 DEBARMENT, SUSPENSION OR OTHER RESPONSIBILITY MATTERS

For the purpose of a contract for goods or services, the supplier certifies any debarment, suspension, indictments, convictions, civil judgments and terminated public contracts have been disclosed to the state purchasing director.

Section 6 74 O.S. § 85.5

For the purposes of a contract for the physical performance of services, the supplier also certifies it is in compliance with the provisions of Section 1313 of Title 25 of the Oklahoma Statutes requiring all suppliers to register and participate in the Status Verification System to verify the work eligibility status of all new employees.

Section 7 21 O.S. § 1289.31

For the purpose of a contract for goods or services, the supplier also certifies it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate against a firearm entity or firearm trade association during the term of the contract.

Section 8 74.O.S. § 85.22C

List of all known business or familial relationships that currently exist or which existed within one year prior to the date on this form between any officer or director of the supplier and any officer or employee of the state agency listed on Page 1. State the names of persons with such relationships, their position within the organization, and the nature of such relationships.

- 1.
- 2.
- 3.

If no such relationships exist, check the box below:

- ☐ There are no known business or familial relationships that currently exist or which existed within one year prior to the date on this form between any officer or director of the supplier and any officer or employee of the state agency stated above.

Section 9 74 O.S. § 85.42(B)

Pursuant to 74 O.S. § 85.42(B), the supplier certifies that no person involved in any manner in the development, approval or negotiation of the contract, including change orders, extensions, renewals or amendments, while employed by the State of Oklahoma shall be employed or given anything of value to fulfill any services provided under the contract, including change orders, extensions, renewals or amendments.

SIGNATURE

By signing below, the undersigned duly authorized agent for the above-named bidder or supplier acknowledges this certification statement is executed for the purposes of one of the following:

- ☐ The competitive bid attached herewith and contract, if awarded to said supplier.
- ☐ The contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma Statutes.

I state under penalty of perjury under the laws of Oklahoma that the foregoing is true and correct.

Supplier authorized signature	Certified this date	
Name	Email	
Title	Phone	Fax