

**OKLAHOMA STATE TREASURER'S OFFICE
REQUEST FOR PROPOSAL
UNCLAIMED PROPERTY LOCATION, EXAMINATION,
COLLECTION AND PROCESSING
SERVICES FOR THE UNCLAIMED PROPERTY PROGRAM**

Section One

GENERAL INFORMATION FOR SUPPLIERS

1.1 Background

This is a Request for Proposal (RFP) issued by the Oklahoma Office of State Treasurer (OST). The Oklahoma State Treasurer, is an elected state official. The Treasurer is charged statutorily with the administration of Oklahoma's Unclaimed Property Program pursuant to Okla. State tit. 60, §§651 et seq. (2001 & Supp. 2006). The Treasurer is specifically authorized to enter into contracts with persons or firms to assist the Treasurer in the delivery of property from Holders. Okla. Stat. tit. 60 §668.1(B). Oklahoma's Unclaimed Property laws are located in the Oklahoma Statutes at Title 60, section 651 et seq. You may access these statutes free of charge at the Oklahoma Supreme Court Network (www.oscn.net) or through the Oklahoma Legislative Service Bureau (www.lsb.state.ok.us). Oklahoma's Unclaimed Property administrative rules can be accessed at http://www.ok.gov/treasurer/Unclaimed_Property.

The Treasurer currently has contracts for these services on a nationwide basis with ACS Unclaimed Property Clearinghouse, Inc., Audit Services, U.S., LLC, and Abandoned Property Experts, LLC. These contracts expire on December 31, 2009. OST is seeking unclaimed property location, examination, collection and processing services for the unclaimed property program.

1.2 Purpose

This Request for Proposal (RFP) is designed to provide interested persons and firms with sufficient information to enable them to prepare and submit response to provide Unclaimed Property location, examination, collection and processing services for the Office of State Treasurer.

1.3 Response

To be considered, Suppliers must submit a complete response to this RFP as follows:

Each response must be submitted in one (1) original and four (4) copies. The official bid forms must be filled out properly and completely. The bid must be signed by an official who has the authority to bind the Supplier to its terms. The completed bid forms and this RFP, together with the contents of the Supplier's response to the RFP, will contain the contract provisions between the parties. While no Supplier will be excluded solely on the basis of proposing additional contract provisions, no such proposed provisions may be inconsistent with this RFP or Oklahoma law. All responses submitted in a timely manner will be retained by OST.

1.4 Format for Required Information

When responding to the specific requests for information, conditions and terms of this RFP, it is strongly suggested that the Suppliers repeat the relevant request, condition or term in the Supplier's response, or at least identify the relevant section number, with the answer or response to that matter following in bold print. Any supplemental information thought to be relevant, but not applicable to the specified categories, should be provided as an appendix to the response. **(Example below.)**

EXAMPLE OF FORMAT FOR SOLICITATION RESPONSE WHEN RESPONDING TO REQUESTS FOR INFORMATION:

2.4 Questions related to software capability

a. Please specify any limitations on the number of "Portfolios" or "Accounts" the system will handle.

The ACME Accounting software can accommodate up to ten separate portfolios with five sub accounts within each portfolio.

b. How is the system date advanced? Can it be moved back?

The system date can only be advanced or moved back with the manual intervention of the Systems Administrator.

c. Is the system capable of having certain tasks handled as "batch jobs"? Can these batch jobs be assigned user specified, run times?

The ACME Investment Accounting software can run batch jobs. The Systems Administrator can assign different run times for up to 25 users."

1.5 RFP Response and Material Ownership

Title to all information and materials furnished to the State, together with all plans,

system analysis and design specifications and drawings, reports and listings, all test data and test procedures, and all other items pertaining to the work and services to be performed pursuant to this agreement, shall become the property of the State. After this contract is terminated or has expired, the State shall have the full right to use each of the above for its purposes without compensation or approval by the contractor. The State of Oklahoma and Federal regulations governing RFP and solicitation response and material Ownership will apply. The State shall at all reasonable times have access to and the right to make copies of the above mentioned items. All material submitted regarding this RFP becomes the property of the State of Oklahoma and will not be returned. Agreement must be reached prior to a contract award on any items referenced by the Supplier and considered to be proprietary, and not subject to disclosure.

1.6 Disclosure of Bid Contents

Everything contained in a Supplier's RFP response will presumptively become an open record upon the delivery to OST under the Oklahoma Open Records Act, Okla. Stat. tit. 51, §§ 24A.1 et seq. However, if a Supplier believes material submitted with its RFP response is exempt from that Act, or is covered by a confidentiality statute, the Supplier needs to state the nature of the exemption in its bid.

1.7 Rejection of Bids

OST reserves the right to reject any and all RFP responses received as a result of this process. Any RFP response judged to be incomplete will be rejected.

1.8 Incurring Costs

All costs of preparation and presentation associated with a Supplier's response to the RFP will be the responsibility of the Supplier.

1.9 Prime Supplier (Financial) Responsibilities

The selected Supplier will assume total responsibility for the product and services offered in the response whether they directly provide the product or services, or utilize a third party. The Supplier will be required to disclose any relationships it may have with respect to any products or services the Supplier proposes to provide through a third party or jointly with a third party. The Supplier must state whether a given service or product will be provided by the Supplier or by contractual arrangement with a third party. If such a relationship exists, list which products or services will be furnished in that manner, and with whom. The Treasurer reserves the right to determine, at his sole discretion, whether any information, assertion, or claim received from any source indicates the existence of a real or apparent conflict of interest and whether it may reflect negatively on the Treasurer's selection of a Supplier. The Treasurer reserves the right to determine, at his discretion, whether this conflict of interest is a basis for rejection of a Supplier's

response.

1.10 Evaluation Criteria

RFP responses will be evaluated on the basis of their responsiveness to items and the best value to the State of Oklahoma contained in the RFP. It is expected that the review committee will rank responses according to the following:

- Firm experience and stability
- Technology & systems compatibility
- Demonstrated understanding of products/services to be provided and acknowledgement of basic contract terms. OST will evaluate Supplier's professional, legal skills and unclaimed property experience to determine their understanding of product/services and acknowledgement of basic contract terms (product knowledge).
- Price

1.11 Questions Regarding the RFP

In an effort to clarify any issues in this RFP, OST will respond to questions that are presented in writing or by fax. Questions are due by Monday, November 30, 2009. Responses to the questions will be available upon request, and will be faxed or e-mailed to the Supplier. These questions will be consolidated into a single question and answer document. Questions may be faxed to the attention of Trish Cantrell @ 405-521-4993 or e-mailed to the same at trish.cantrell@treasurer.ok.gov.

1.12 Response Date

To be considered, all responses must be submitted to OST in proper form by 4:30PM on Friday, December 11, 2009. Any response not received by this time will be rejected and returned unopened to the sender. Bids should be delivered to:

Trish Cantrell
Office of State Treasurer
4545 N. Lincoln Blvd., Ste. 106
Oklahoma City, OK 73105-3413

1.13 News Releases

News releases, if any, pertaining to this contract shall not be made without the prior

written consent of the State Treasurer, and then only in coordination with OST.

1.14 References

Please provide five (5) references that meet the following criteria:

- a. Government customers of one (1) year or more.
- b. Customers of similar size and scope.
- c. In addition to the five (5) required above, please include contacts from any accounts which were terminated or not renewed in the last two (2) years.
- d. Any Supplier contemplating using a third party subcontracting arrangement should supply references that utilize similar arrangements and identify the structure of the relationship for each reference.

Please provide the name, title, address and telephone number of reference contacts.

1.15 Supplier's Questionnaire

All Suppliers must complete the Supplier's Questionnaire attached to the RFP, and attach the completed questionnaire to their response.

Section Two

PRODUCTS/SERVICES TO BE PROVIDED

2.1 Locating, Examining, Processing, and Collecting Unclaimed Property from Holders

The successful Supplier(s) shall locate, examine, collect, and process unclaimed property from Holders that are subject to reporting and delivery of unclaimed property pursuant to the Oklahoma Uniform Unclaimed Property Act, 60 § 651 et seq. and the rules established in the Oklahoma Administrative Code Title 735 Chapter 80. According to the Oklahoma Uniform Unclaimed Property Act, O S 60 § 651-7.,

- a "Holder" means a person who is:
 - a. in possession of property belonging to another,
 - b. a trustee, or
 - c. indebted to another on an obligation.

Prior to commencing their review, the successful Supplier(s) is obligated to notify OST of any actual or potential conflict of interest with a Holder. OST will approve the Holders to be reviewed for compliance by the successful Supplier(s). OST will decide whether participation in the planned review is in the best interest of the State and provide the authorization to proceed.

2.2 Processing of Unclaimed Property

The successful Supplier(s) is responsible for reviewing the records of Holders of unclaimed property to determine if all types of property have been accurately and completely reported and remitted to the State pursuant to the Oklahoma Uniform Unclaimed Property Act. The Oklahoma State Treasurer's Office shall only pay the fees of the Supplier if the property is reportable to the State of Oklahoma. The following determines if the property is reportable to the State of Oklahoma:

- a. Holder's records indicate last known address of unclaimed property owner is located within the State of Oklahoma, or
- b. If name and/or last known address of unclaimed property owner is not indicated in the Holder's records and the Holder is organized or domiciled in the State of Oklahoma.

The Oklahoma State Treasurer's Office will not pay any of the fees of any Supplier for any delivered unclaimed property unless one of these two conditions is met.

The successful Supplier(s) shall process the records in compliance with Oklahoma law, any applicable judicial rulings and any advisory opinions of OST. It is expected the successful Supplier will act independently of the OST's staff. If a Supplier anticipates utilizing the assistance of the OST's staff in completing its contract with OST an estimate of OST staff time to be utilized shall be included in a Supplier's response to the RFP, along with a description of the services to be provided by OST staff. The successful Supplier will be bound by this estimate and description.

2.3 Reporting

The successful Supplier(s) is responsible for processing the information obtained from the Holders' records into a report and for requesting delivery of the property. A complete report with Owner and Holder information is required with the remittance. According to the Oklahoma Uniform Unclaimed Property Act, 60 § 651-14., an "Owner" means a depositor in the case of a deposit, a beneficiary in case of a trust other than a deposit in trust, a creditor, claimant, or payee in the case of other intangible property, or a person having a legal or equitable interest in property subject to the Uniform Unclaimed Property Act or the person's legal representative. Where more than one person is an owner, the property shall not be presumed abandoned unless it has remained unclaimed by all of its owners for the abandonment periods prescribed.

The report must include:

- the Holder's name;
- the Holder's address;
- a Holder contact, familiar with the records processed and the property transferred;
- the Federal Employer Identification Number of the Holder;
- the Owners' names;
- the Owners' last known addresses;
- the Owners' Social Security Numbers or Federal Tax Identification Numbers;
- the types of property;
- the amount of the property;
- the amount of any service charges deducted;
- the CUSIP number, and certificate numbers if applicable, for any securities;
- a description of any securities, including maturity dates, interest rates, and interest or dividends due, if applicable;
- the date of the last transaction with the Owner with respect to the property;
- a legal description in the case of royalties or other mineral interests; and
- any other information required by Oklahoma law.

The successful Supplier(s) will be required to report all unclaimed property information electronically using The National Association of Unclaimed Property Administrators (NAUPA) format.

Once the successful Supplier(s) has completed the examination of a Holder, the Supplier will encourage a regular pattern of reporting and delivery of unclaimed property directly

to the State of Oklahoma by the Holders in subsequent years. If the Supplier has reason to believe additional examination procedures, subsequent work, etc. may be necessary; the Supplier must contact the OST to review any additional proposed procedures to be performed. OST and the Supplier must agree on the proposed procedures for additional fees to be paid to the Supplier.

2.4 Confidentiality of Information

Except as otherwise allowed, all information received by the successful Supplier(s) concerning Holders, Owners, or other matters pursuant to this Agreement, which shall be kept confidential in accordance with Oklahoma law, shall be maintained in confidence. The successful Supplier(s) may disclose information it acquires in connection with its examinations of Holders to other states, that have entered into similar agreements with the successful Supplier(s), pursuant to a plan whereby OST similarly benefits from such reciprocal disclosures.

2.5 Due Diligence

The successful Supplier(s) is responsible for obtaining and forwarding to OST, a confirmation from each Holder that the due diligence requirements outlined in the Oklahoma Uniform Unclaimed Property Act have been performed. Before collecting such property from the Holder, the successful Supplier(s) is responsible for verifying each Holder's compliance with such provisions for notifying Owners of their property.

- a. Supplier shall furnish letter to Holder describing legal duty of reporting all future and previously unreported unclaimed property to the State of Oklahoma Treasurer's Office as well as the required due diligence duty on behalf of Owners of such property. Supplier will then furnish a copy of this letter to OST.

The successful Supplier(s) shall notify OST if they are unable to obtain such a confirmation or verify the Holder's compliance. If a Holder has failed to perform due diligence and if, within two (2) years of OST's receipt of the Unclaimed Property Report, the Owner is located at the last known address as shown on the records of the Holder and reported to OST, the successful Supplier(s) shall refund its fees in connection with the property reported by the successful Supplier(s) and claimed by the Owner, upon written notice from OST. Such written notice shall include a copy of the claim paid by OST.

2.6 Receiving/Securing/Remitting Unclaimed Property

Subsequent to the processing of the Holder's records, reporting and the request for delivery, the successful Supplier(s) will be responsible for receiving and securing the property delivered by the Holder. Securities must be transferred into the proper registration name for each type of security according to the attached security instructions. All funds and other property must be delivered to OST by overnight express mail, freight

prepaid. The successful Supplier(s) will remit all property to OST, or its designee, within thirty (30) calendar days of receipt from the Holder.

2.7 Consultation

The successful Supplier(s) must provide written notice to and consult with OST, regarding a Holder's refusal to provide full and complete access to records, the inability of the successful Supplier(s) to process incomplete, invalid or inaccurate records, questions regarding Oklahoma's priority to a claim, or any other issues of law or policy concerning the processing of records, reporting and delivery of unclaimed property.

2.8 Progress Reporting

The successful Supplier(s) is responsible for providing OST a monthly progress report by the 20th day of the following month. The report will include all Holders' records to be processed, all Holders' records currently being processed, reports in process, property requested, property in reconciliation and property pending delivery.

2.9 Processing Fees

OST shall pay the successful Supplier(s) a processing fee. This fee is intended to cover all costs associated with the services to be provided pursuant to this RFP. The fee shall be a percentage, as accepted by OST and bid by the successful Supplier(s), of the value of the unclaimed property paid or delivered to OST, or its designee, based upon the following valuation, limitations and penalties.

a. Valuation

i. Cash value.

ii. If the unclaimed property delivered is a security, the value of the security shall be determined by the closing response price on the applicable stock exchange on the date of delivery to OST, or its designee.

iii. If the unclaimed property delivered is an unlisted security or other personal property without a listed value, its value shall be determined by the generally accepted valuation method applicable to such property.

b. Submitted Processing Fees

i. All submissions of examination reports containing security valuations shall include:

- a. Issue Name
- b. Amount of Shares

- c. CUSIP
- d. Share Price
- e. Date Priced
- f. Total Share Value

ii. Prior to collection of a processing fee, the successful Supplier(s) shall furnish OST with a detailed description of all prior exams conducted by the Supplier on each Holder.

b. Limitations

i. Fees include all custodial and other incidental expenses, travel expenses, per diem or miscellaneous expenses incurred by the successful Supplier(s).

ii. The successful Supplier(s) shall not charge a fee to OST for filing a Holder report, remitting property or reporting property in circumstances where the successful Supplier(s) or an affiliate of the successful Supplier(s) has a separate agreement to process a particular Holder's unclaimed property report for the category of property to be examined.

iii. In order to preserve and not interrupt the reporting relationship OST currently enjoys with the various Holders, the processing fee shall not be applicable to the categories of property which the Holder has been regularly reporting to OST.

c. Penalties

i. The maximum allowable fee is the percentage response by the successful Supplier(s) and accepted by OST and is applicable when the successful Supplier(s) submits examination reports, funds, securities and other personal property within thirty (30) calendar days after receipt of funds by the successful Supplier(s). According to the Oklahoma Uniform Unclaimed Property Act, O S 60 § 668.1 B, the allowable reasonable fees are not to exceed fifteen percent (15%) of the delivered funds to a person, firm, or corporation contracting with the State Treasurer providing information leading to the delivery of unclaimed property held by a Holder to the State Treasurer. Such fee payment shall not be made until the funds have been deposited with the State Treasurer.

ii. If OST finds that an overpayment has been made to the Supplier, OST may adjust any subsequent payments to the Supplier to correct the overpayment.

iii. OST may withhold a part or all of a final payment of a fee(s) until the termination or expiration of this contract is settled, to assure compliance with all

the terms of the contract.

iv. The maximum allowable fee as noted above, will be subject to a one-third or thirty-three percent (33%) reduction when the successful Supplier(s) submits examination reports, funds, securities and other personal property more than thirty (30) but within sixty (60) calendar days after receipt of funds by the successful Supplier(s).

v. The maximum allowable fee as noted above, will be subject to a two-thirds or sixty-six and seven/tenths percent (66.7%) reduction when the successful Supplier(s) submits examination reports, funds, securities and other personal property more than sixty (60) but within ninety (90) calendar days after receipt of funds by the successful Supplier(s).

vi. The maximum allowable fee as noted above will be subject to forfeiture when the successful Supplier(s) submits examination reports, funds, securities and other personal property after ninety (90) calendar days after receipt of funds by the successful Supplier(s). OST reserves the right to require the successful Supplier(s) to submit all funds immediately after ninety (90) calendar days and OST may assess interest and penalties to the successful Supplier(s) based upon the amount of funds or value of securities and other personal property in accordance with the provisions for interest and penalties in the Oklahoma Uniform Unclaimed Property Act.

vii. OST and the successful Supplier(s) acknowledge that the reconciliation and timely disbursement of property may be delayed as a result of a dispute with respect to the delivery, Ownership, right of possession and/or disposition of property. Delivery requirements may be suspended at the discretion of OST pending the resolution of said disputes or as otherwise requested by the State. The successful Supplier shall notify OST of any such disputes within thirty (30) days of receipt of funds by the successful Supplier(s).

Section Three

3.1 Term of Contract

The anticipated term of this contract is for a one (1) year period beginning January 1, 2010 thru December 31, 2010. Contract maybe renewed at the same terms and conditions for two (2) successive one year periods at the same terms and conditions.

Contract Periods:

1 st Year:	January 1, 2010 thru December 31, 2010
2 nd Year:	January 1, 2011 thru December 31, 2011
3 rd Year:	January 1, 2012 thru December 31, 2012

3.2 Termination for Cause

OST may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- (a) The Supplier fails to make delivery of services as specified in this contract; or
- (b) The Supplier fails to perform any of the provisions of this contract, fails to perform in a professionally acceptable manner or fails to timely perform, as to hinder the ability of OST to perform its duties.

OST shall provide the Supplier with written notice of the conditions hindering performance. If the Supplier fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as may be authorized in writing), OST shall issue the Supplier an order of cancellation.

In the event the Treasurer believes that the assets of the state are in jeopardy, or there is a bona-fide emergency related to these assets, (OST can cancel the contract immediately or upon such notice as is reasonable.

3.3 Termination for Convenience

OST may terminate performance of work under this contract in whole or in part whenever, for any reason, OST shall determine that the termination is in the best interest of OST or the State of Oklahoma. In the event that OST elects to terminate this contract pursuant to this provision, it shall provide the Supplier written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Supplier shall continue to perform any part of the work that was not terminated by the notice. In the event termination occurs under this provision such shall be without liability to the State Oklahoma and any officer and employee thereof. The successful Supplier(s) may also terminate this Agreement upon giving OST thirty (30) days written notice. In the event of the termination of this Agreement, the successful Supplier(s) shall provide OST with any materials in its possession relating to its processing efforts on behalf of OST and shall cooperate with such individuals or organizations as OST may hereafter designate. The successful Supplier(s) shall be entitled to its standard processing fee for services rendered prior to the termination date, despite the fact that the funds, securities or other personal property upon which the processing fees are based may be paid or delivered to the custodian subsequent to the termination date.

3.4 Notices

All notices, demands, requests, approvals, reports, instructions, consents, agreements or other communications (collectively “notices”) which may be required or desired to be given by either party to the other after the effective date of the contract shall be in writing and shall be made by personal delivery or sent by United States certified mail, postage prepaid, return receipt requested or by overnight delivery, prepaid, addressed as follows:

Kathy Janes
Office of State Treasurer
Unclaimed Property Division
4545 N. Lincoln Blvd., Ste. 106
Oklahoma City, OK 73105-3413

or to any other persons or addresses as may be designated by notice from one party to the other.

3.5 Rights and Remedies

If this contract is terminated, OST, in addition to any other rights provided for in this contract, may require the Supplier to transfer title and deliver to OST in the manner and to the extent directed, any material or work product generated under this contract. OST shall be obligated only for those services, materials and work product rendered and accepted prior to the date of termination.

If it is determined, after notice of termination for cause, that the Supplier’s failure was due to causes beyond the control of or negligence of the Supplier, the termination shall be a termination in the best interest of OST.

In event of termination, the Supplier shall receive payment prorated for that portion of the contract period services were provided to and were accepted by OST subject to any offset by OST for actual damages.

The rights and remedies of OST provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

3.6 Force Majeure

The Supplier shall not be liable if the failure to perform this contract arises out of acts of nature, fire, quarantine or strikes other than by the Supplier’s employees.

3.7 Waiver

Waiver by OST of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or

indulgence in any other form or manner by OST shall not constitute a waiver.

3.8 Ownership

All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Supplier specifically to perform under this contract shall be owned by OST. The Supplier may not release any of such materials without the written consent and approval of OST.

3.9 Independent Supplier

Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners in a joint venture or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose. However, this shall not prevent a joint response submitted by more than one financial institution. The relationship must be disclosed in the response and accepted by the State of Oklahoma.

The Supplier accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

3.10 Staff Qualifications

The Supplier warrants that all persons to be assigned by it to the performance of this contract are employees of the Supplier (or specified subcontractor) and are fully qualified to perform the work required. The Supplier shall include a similar provision in any contract with any subcontractor selected to perform work under this contract.

Failure of the Supplier to provide qualified staffing at the level required by the response specifications may result in termination of this contract for cause. Qualified staffing will be evaluated and determined by OST based on the output, product and services (services) OST receives from the Supplier. OST will compare/evaluate the quality, completeness, timeliness and accuracy of services rendered with like services received from various Suppliers providing related services to OST since 2000.

3.11 Conflict of Interest

The Supplier shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of OST or the State of Oklahoma and who are providing services related to this contract or services

similar in nature to the scope of this contract with OST. Furthermore, the Supplier shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the drafting of this Request for Proposal or evaluation of the response, until at least one year after such person's termination of employment with OST or the State of Oklahoma.

3.12 Confidentiality

The Supplier may have access to private or confidential data maintained by OST to the extent necessary to carry out its responsibilities under this contract. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by the Supplier except as required by statute, either during the period of the contract or thereafter. The Supplier must agree to return any and all data furnished by OST promptly at the request of OST in whatever form it is maintained by the Supplier. On the termination or expiration of this contract, the Supplier will not use any such data or any material derived from the data for any purpose and where so instructed by OST, will destroy or render it unreadable.

3.13 Nondiscrimination, Workplace Safety and Environmental Protection

The Supplier agrees to abide by all state, federal and local laws, rules and regulations prohibiting discrimination in employment, controlling workplace safety, and protection of the environment. The Supplier shall report any violations to the applicable government agency. Any violation of applicable laws, rules and regulations may result in termination of this contract.

3.14 Hold Harmless

The Supplier shall hold harmless and indemnify OST against any and all liability and claims for injury to or death of any persons; liability and claims for loss or damage to any property; liability and claims for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract; and any other liability and claims made against OST resulting from the operation or performance of work under this contract.

OST shall not be precluded from receiving the benefits of any insurance the Supplier may carry which provides for indemnification for any loss or damage to property in the Supplier's custody and control, where such loss or destruction is to State property. The Supplier shall do nothing to prejudice OST's right to recover against third parties for any loss, destruction or damage to state property.

3.15 Care of State Property

The Supplier shall be responsible for the proper care and custody of any personal property owned by OST and furnished to the Supplier in connection with the performance of this contract, and the Supplier will reimburse OST for such property's loss or damage caused by Supplier.

3.16 Prohibition of Gratuities

Neither the Supplier nor any person, firm or corporation employed by the Supplier in the performance of their contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any OST or state employee at any time.

3.17 Retention of Records

Unless OST specifies in writing a longer period of time, the Supplier agrees to preserve and make available all of its books, documents, papers, records, evidence and any other work product involving transactions related to this contract for a period of at least five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals.

The Supplier agrees that authorized federal and state representatives, including but not limited to personnel of OST; auditors acting on behalf of the State; and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post-contract period. Delivery of and access to the records shall be at no cost to the State.

3.18 Federal, State and Local Taxes-Contractor

OST makes no representation as to the exemption from liability of the Supplier from any tax imposed by any governmental entity.

3.19 Modification

This contract shall be modified only by the written agreement of the parties. Alteration or variation of the terms and conditions of the contract shall not be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective with final approval of all changes by OST.

3.20 Assignment

The Supplier shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of OST.

This contract shall immediately terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Supplier without the prior written consent of OST.

3.21 Third Party Beneficiaries

Except as to OST this contract shall not be construed as providing an enforceable right to any third party.

3.22 Non-Waiver of Defenses or State Jurisdiction

The State of Oklahoma and its agencies such as the Oklahoma State Treasurer's office are constitutionally prohibited from entering into agreements which have the effect of agreeing to indemnify or hold harmless a party or waiving any defense in advance of litigation and contracts with the successful Supplier shall not include such provisions.

3.23 Fiduciary Responsibility

The contract with the successful Supplier shall include an acknowledgement by the Supplier that all monies collected pursuant to the agreement are held in trust for the benefit of the State of Oklahoma and the Supplier owes the State a fiduciary responsibility with regard to such monies.

3.24 Oklahoma Law

The contract with the successful Supplier shall provide for Oklahoma law to apply and exclusive jurisdiction in the state and federal courts located in Oklahoma County, Oklahoma.

Security Instructions

All unclaimed securities in certificate form must be sent directly to our securities custodian as follows:

CERTIFICATES MUST BE REGISTERED:

Bank of Oklahoma, N. A.

FBO: State of Oklahoma Unclaimed Property Account #71-8140-01-5

Attn: Trust Securities

6242 East 41st Street, BTC-2W

Tulsa, OK 74135

Tax ID #73-6017987

MAIL PHYSICAL CERTIFICATES TO:

Bank of Oklahoma, N.A.

ATTN: Trust Securities

FBO: State of Oklahoma Unclaimed Property Account #71-8140-01-5

P.O. Box 2180

Tulsa, OK 74101-2180

DTC ELIGIBLE SECURITIES

DTC Participant Number: 901 – The Bank of New York

Account Number: 016071 – Bank of Oklahoma, Trust

FBO: State of Oklahoma Unclaimed Property Account #71-8140-01-5

The dividends that are included on the OST Unclaimed Property report should be remitted to OST with the report. Dividends declared after the securities have been delivered to Bank of Oklahoma, N.A. should be sent to Bank of Oklahoma, N.A. Please contact Kristopher Neuhold with Bank of Oklahoma, N.A. by phone at (405)936-3926 or by fax at (405)936-3965 for further information on security delivery. A report of securities delivered to our custodian must be filed with the OST.

MUTUAL FUND & BOOK SHARE ACCOUNTS MUST BE REGISTERED AND MAILED TO :

Oklahoma Office of State Treasurer

Unclaimed Property Division

4545 N. Lincoln Blvd., Suite 106

Oklahoma City, OK 73105-3413

Tax ID: 73-6017987

SUPPLIER QUESTIONNAIRE

1. Supplier's Name: _____

2. Federal ID No. (FEIN) or Social Security No.: _____

3. Doing Business As (DBA), if applicable: _____

4. Do you use, or have you used in the past five (5) years, any other business name, FEIN, or DBA other than what is listed in questions 1-3 above? ___ Yes ___ No

If yes, provide the names, FEINs, and DBAs and the address for each on a separate piece of paper and attach hereto.

5. Website address (if applicable): _____

6. Street Address: _____

Mailing Address(if different): _____

City: _____ State: _____ Zip Code: _____

7. Telephone no. (____) _____ Fax no.:(____) _____

8. Name of authorized contact: _____ Title: _____

Email address of contact: _____

9. Type of Business (initial one):

- Sole proprietorship
- Corporation
- Limited liability company(LLC)
- General partnership
- Limited partnership
- Individual
- Other:(specify) _____

Date of organization/incorporation: _____

Place of organization/incorporation: _____

If not organized or incorporated in Oklahoma, are you authorized to do business in the

State of Oklahoma? ___yes___no

10. List name and title of each director, officer, member, owner (attach additional sheets if needed):

a. _____

b. _____

c. _____

d. _____

11. Within the past five years, has the Supplier, any affiliate, any owner or officer or major stockholder (5% or more shares) or any person involved in the bidding or contracting process been the subject of any of the following:

a. a judgment or conviction for any business-related conduct constituting a crime under federal, state, or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion or any crime related to truthfulness and/or business conduct? ___Yes ___No

b. a criminal investigation or indictment for any business-related conduct constituting a crime under federal, state, or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion or any crime related to truthfulness and/or business conduct? ___Yes ___No

c. an unsatisfied judgment, injunction, or lien for any business-related conduct, including but not limited to, judgments based on taxes owed and fines and penalties assessed by any federal, state or local government agency? ___Yes ___No

d. an investigation for a civil violation for any business-related conduct by any federal, state, or local agency? ___Yes ___No

e. a grant of immunity for any business-related conduct constituting a crime under federal, state or local governmental law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? ___Yes ___ No

f. a federal, state, or local government suspension or debarment from the contracting process? ___Yes___ No

g. a federal, state, or local government contract suspension or termination for cause prior to the completion of the term of a contract? ___Yes___ No

- h. a federal, state, or local government denial of a contract award? ___Yes ___No
- i. an administrative proceeding or civil action seeking specific performance, restitution, or damages in connection with any federal, state, or local contract? ___Yes___ No
- j. a federal, state, or local determination of a willful violation of any public works or labor law or regulation? ___Yes___ No
- k. a sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license? ___Yes___ No
- l. a citation, notice, violation, order, pending administrative hearing or proceeding, or determination for violations of:
- unemployment insurance or workers' compensation coverage or claim requirements ___Yes___ No
 - ERISA (Employee Retirement Income Act) ___Yes___ No
 - federal, state or local human rights laws ___Yes___ No
 - U.S. Citizenship and Immigration Services and Alienage laws ___ Yes___ No
 - Sherman Act or other federal anti-trust laws___Yes___ No
- m. an agreement for a voluntary exclusion from contracting with a federal, state or local governmental entity? ___Yes ___No
- n. a bankruptcy proceeding?___Yes ___No

For each yes answer to Questions 11 a-n, provide details on additional sheets regarding the finding, including, but not limited to cause, current status, resolution, etc.

12. Do you have the financial resources necessary to fulfill the requirements of the proposed contract? ___Yes ___No
13. Do you carry current liability insurance that will cover breach of any fiduciary duty imposed under the proposed contract to be awarded under the subject RFP? ___Yes___No

If yes, attach proof of such insurance.

¹Affiliate” meaning: (a) any entity in which the Supplier owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the Supplier; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a Supplier owns less than 50% of the voting stock of another entity, but directs or has the right to

direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

CERTIFICATION

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the Oklahoma State Treasurer to make a determination regarding the award of a contract; acknowledges that the State Treasurer may, in his discretion, by means which he may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may be punished as a crime under state and federal law and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

Signature: _____

Printed name: _____

Title: _____