



REQUEST FOR QUOTATIONS FOR SERVICES

Description: Multimedia Development Services – Domestic Violence Training Video

Bid No.: S-177000-00017883

Closing Date: September 18, 2026 5:00 PM PT

Lottery Single Point of Contact (SPOC):

Name: Raquel Sanchez

Title: Contract and Procurement Analyst I

Email: Raquel.Sanchez@lottery.oregon.gov

Phone: 971.375.0509

GENERAL PROVISIONS

1. Vendor shall complete and submit its prices on the quote form attached as Exhibit A.
2. Oregon State Lottery Service Contract Sample ("Contract") – Exhibit B apply and are incorporated into this solicitation by reference.
3. Proposers must clearly specify the all-inclusive cost for Goods and Services per the Scope of Work and Exhibit A. The Proposer shall provide a fixed-price proposal that includes all costs associated with providing the wellness subscription platform and related services described in this RFQ.
4. Award will be made to the Vendor whose Lottery determines to have the best fit to Lottery needs of the Wellness Application and to be the most responsive and responsible. The award will be made on an all-or-none basis. The successful offeror shall not deliver or furnish any of the items quoted until a purchase order is issued.
5. The Lottery's payment terms are Net 30 calendar days, upon receipt of a correct invoice.
6. The Lottery reserves the right to waive discrepancies or minor irregularities in quotes submitted, or not to issue a purchase order, or cancel the Request for Quote when it finds such action to be in the best interest of the Lottery.
7. Quoted prices must be held firm for 90 days. If the quote is accepted, the undersigned agrees to furnish any and all items quoted, at the price(s), delivery date and terms specified herein.

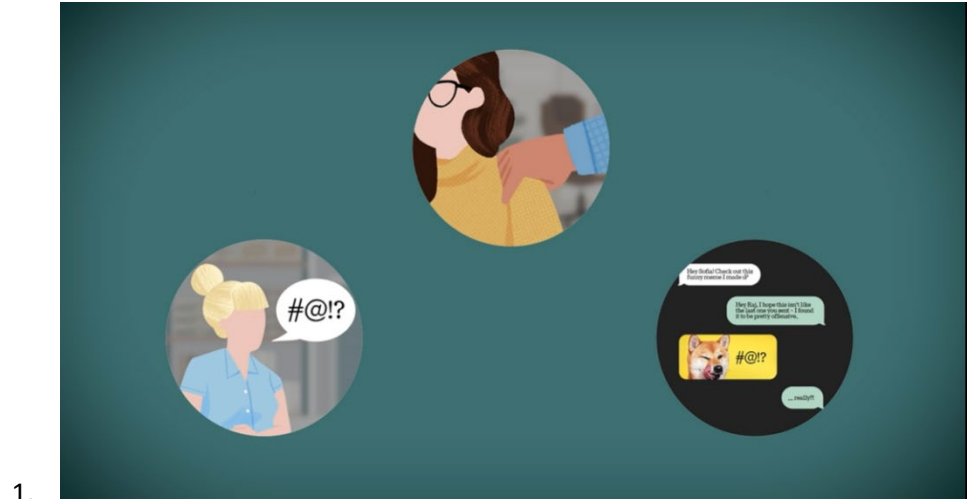
SCOPE OF SERVICES

Oregon State Lottery Commission ("Lottery") is seeking bids from a contractor ("Contractor") for the purchase of Multimedia Development ("Services").

1. Contractor shall:
 - a. Provide the following:
 - i. A 45-minute training video for managers, Human Resources, and Security staff. The video shall use professional voice-over narration, simple two-dimensional character animation, motion graphics, on-screen text, and still imagery. The video shall not use live actors, filmed reenactments, or live-action dramatizations.
 1. The animation shall be intentionally simple and not highly sophisticated or realistic. Animated characters should use neutral, inclusive, simplified designs, including characters without detailed facial features, and should reflect a variety of skin tones, hair styles, body types, and other visual characteristics. The visual approach shall be designed to avoid suggesting that domestic violence disproportionately represents, excludes, or is limited to any particular racial, ethnic, cultural, gender, age, or other population group.
 2. The video shall incorporate on-screen words, definitions, key terms, learning points, and other text as appropriate to reinforce the narration and support comprehension. Still photography and other approved imagery may be used and should depict diverse individuals, families, communities, and populations. The overall presentation and storytelling shall be inclusive, respectful, trauma-informed, and appropriate for the sensitive subject matter of domestic violence awareness. Voice-over narration may be performed by professional voice talent; however, no actors shall appear on screen.
 - ii. A 7-10 minute peer support video for Lottery staff who are not required to complete the 45-minute training. The peer support video shall be derived substantially from appropriate portions of the 45-minute training video and shall provide a concise, basic overview for employees rather than a separate or more advanced curriculum.
 1. The peer support video shall focus on how an employee can appropriately support a co-worker who may be experiencing domestic violence or a related concern. Content shall include basic definitions and awareness information; guidance on being supportive and non-judgmental; examples of what to say and what not to say; and guidance on listening without attempting to diagnose, investigate, counsel, direct, or solve the co-worker's situation.
 2. The video shall clearly communicate that Lottery staff are not expected to have all the answers and are not acting as counselors, investigators, case managers, or directors of the affected employee's decisions. Their role is to listen, express appropriate concern, provide information about available resources, and encourage the co-worker, when appropriate, to contact a manager, Human Resources, Security, employee assistance resources, or other resources identified and approved by the Lottery.

3. The peer support video shall also explain how an employee may appropriately share available resources with a co-worker and how to encourage a co-worker to seek assistance without pressuring, judging, or attempting to take control of the situation.

iii. Example Stills:



Bullying:

Repeated and unreasonable behavior directed towards colleagues, or a group of colleagues, that presents a risk to mental or physical health and safety.

BE AWARE,
RECOGNIZE
THE SIGNS

- Offensive jokes or comments
- Exclusion or isolation
- Unfair criticism or blame
- Intimidation or threats
- Unwanted physical contact

- iv. Provide the Lottery an opportunity to review and approve the videos before completion of the Services. The review process shall include, as appropriate, review of scripts, storyboards, proposed visual style and character design, voice-over/narration approach, draft videos, on-screen definitions and text, imagery, and final videos. Contractor shall incorporate Lottery-approved revisions prior to final delivery.
 - v. Work with the Lottery Project Manager to create a schedule for the Services to be delivered.
 - vi. The schedule must include pre-production and post-production meetings and shall account for script development, storyboard and visual-style review, voice-over recording, animation and multimedia production, draft review, revisions, final approval, and final delivery.
 - vii. Notify the Lottery Project Manager promptly of any problems, delays, or other issues that develop during the process of the Lottery receiving the Services. The schedule shall consider the time required for review and approval, revisions, and the ordering, production, and receipt of any Multimedia necessary for completion of the Services.
- b. Work with the Lottery Project Manager to create a schedule for Services to be delivered.
 - i. Schedule must include pre- and post-production meetings.
 - ii. Notify the Lottery Project Manager of any problems that develop during the process of Lottery receiving the Services.

- iii. The schedule will need to consider the time for ordering and receiving Multimedia.
- 2. Lottery shall:
 - a. Provide the following:
 - i. Script for training videos
 - ii. Perform acceptance review of Services upon completion by the Contractor. Upon completion of Services, Lottery will provide written Acceptance that all Services are complete and acceptable. If the Services fail to conform to the Statement of Work, Lottery will, in its notification, specify the manner in which it fails to comply.
- 3. Lottery may provide:
 - a. Raw asset files, such as the paper dolls and other illustrations, which could help the contractor create materials that are visually consistent with existing Lottery resources and branding.
- 4. Oregon State Lottery Terms and Conditions for the Purchase of Services will apply to this purchase.

INSTRUCTIONS TO BIDDERS

1. Lottery Procurement Rules and Definitions:

Oregon Administrative Rules ("OAR") Chapter 177, Division 38, Lottery Procurement Rules, apply to this RFQ and to any Contract resulting from this RFQ. In addition to terms defined in this RFQ, capitalized terms used but not defined in this RFQ are defined in OAR 177-038-0000.

2. Single Point of Contact / Tentative Schedule:

There will be only one point of contact for the entire RFQ process. The contact point is the Procurement Analyst listed on page 1 of this RFQ.

3. Requests for Clarification:

Potential Bidders may submit Inquiries to the State of Oregon's E-Procurement System at <https://oregonbuys.gov/> on or before September 9, 2026 5:00 PM PT.

4. Bid Submission Process and Deadline:

Quotes must be submitted through OregonBuys, State of Oregon's E-Procurement System at <https://oregonbuys.gov/> on or before closing date listed on page 1 of this RFQ.

**EXHIBIT A
QUOTE FORM**

Quoted prices shall be all-inclusive including but not limited to all labor, supplies, equipment, freight, permitting, and warranty costs. The Lottery will not pay freight or ancillary charges which are not reflected in quoted prices. Quotes must be valid for ninety (90) days.

To complete this form, fill in the all-inclusive prices for the Cost Each and Total Cost sections and complete the bidder information including signature below. DO NOT edit any other areas of the Quote Form. Quotes that fail to bear a signature.

Quotes must be submitted through OregonBuys, State of Oregon's E-Procurement System at <https://oregonbuys.gov/> on or before closing date on page 1.

Item	Qty.	Cost Each	Total Cost
45-minute training video for Managers, Human Resources, and Security staff	1 ea.	\$	\$
7-10 minute peer support video for Lottery staff	1 ea.	\$	\$

Grand Total	\$
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Authorized Representative Signature: _____

Authorized Representative Name: _____

Date: _____

Title: _____

Respondent Email: _____

Respondent Phone: _____

Respondent (Company) Name: _____

Respondent (Company) Address: _____

EXHIBIT B
OREGON STATE LOTTERY SERVICES CONTRACT

#XXXXXX

Multimedia Development Services – Domestic Violence Training Video

This Contract # _____ (“Contract”) is between the State of Oregon, acting by and through its Oregon State Lottery Commission (“Lottery”) and _____, (“Contractor”), collectively the “Parties”.

Lottery’s Contract Administrator for this Contract is _____.

1. Effective Date and Duration.

- a. This Contract shall become effective on the last date this Contract has been signed by every party hereto and, when required, approved by the Oregon Department of Justice (“Effective Date”).

Unless terminated or extended, this Contract shall expire upon Lottery’s acceptance of all Services, or **MONTH XX, XXXX**, whichever occurs last. Neither expiration nor termination shall extinguish or prejudice Lottery’s right to enforce this Contract with respect to any breach of a Contractor warranty or any default or defect in Contractor’s performance that has not been cured.

- b. This Contract may be extended for additional period(s), subject to agreement by the Parties, on the term and price of the services hereunder. The maximum term for this Contract will not exceed one (1) year unless deemed in Lottery’s best interest as documented by Lottery.

2. Consideration.

- a. The maximum, not to exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$_____.
- b. Payments shall be made to Contractor in accordance with the Payment Methodology in Exhibit B.

3. Amendments.

No waiver, consent, modification or change to the terms of this Contract shall bind either party unless in writing and signed by both parties and all approvals by law have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

4. Definitions.

In addition to the terms defined in this Contract, all other capitalized terms used but not defined in this Contract are defined in OAR 177-038-0000.

5. Statement of Work.

The Statement of Work (the "Services"), including deliverables and the delivery schedule for such Services, if applicable, is contained in Exhibit A, and is attached and incorporated by reference into this Contract. Contractor agrees to perform the Services as specified in Exhibit A and in accordance with the terms and conditions of this Contract.

6. Reserved.

7. Invoicing and Payment.

a. Submission.

Invoices shall be submitted to: Oregon State Lottery, Attn.: Accounts Payable Dept., PO Box 12649, Salem, OR, 97309; or to Lottery's electronic mailbox: lottery.ap@lottery.oregon.gov

b. Payment Terms.

Lottery's payment terms are NET 30 days from receipt of a complete and accurate invoice.

c. Late Charges.

Contractor may assess late payment charges to the extent permitted by ORS 293.462.

d. Conditions Precedent to Payment.

As a condition precedent to Lottery's obligation to pay Contractor, Contractor shall, upon execution of this Contract, deliver to Lottery the applicable Internal Revenue Service form, whether a W-9 form, W-8 form, 8233 form or other similar form, based upon Contractor's status as a United States person, resident alien or nonresident alien, as those terms are defined in 26 USC §7701. These forms are currently available at <http://www.irs.gov>. Lottery may withhold payments to Contractor pending Lottery's receipt from Contractor of the applicable, completed and signed form.

e. Invoice Review / Dispute Process.

Lottery will review each invoice within ten (10) Business Days of receipt, and will either approve payment of the amount invoiced or notify Contractor of any errors or disputed charges.

If an error or dispute arises concerning charge(s) on an invoice, Lottery will notify Contractor of the disputed charge. Upon notification of dispute, Contractor shall submit to Lottery documentation to support the amount charged. Lottery will have seven (7) Business Days to consider the validity of the supporting documentation, however, Lottery's failure to respond to Contractor by the end of the seven (7) Business Day period shall not be deemed Lottery's acceptance of the documentation and shall not obligate Lottery to pay the disputed amount in full.

Lottery, in its sole and absolute discretion, will determine if the supporting documentation provides sufficient justification for the charges set forth in the disputed invoice. If Lottery determines that the supporting documentation is sufficient, Lottery will notify pay Contractor the amount claimed due in the invoice. If Lottery determines the supporting documentation supports payment in an amount less than originally invoiced, Lottery will notify Contractor of the amount Lottery believes is due under the invoice. Contractor may resubmit an invoice for

the lesser undisputed amount following Lottery's review, and Lottery will pay the invoice as set forth in Section 7(b).

8. Independent Contractor; Responsibility for Taxes and Withholding.

- a. Contractor shall perform all required Services as an independent contractor. Although the Lottery reserves the right (i) to determine the delivery schedule for the Services to be performed and (ii) to evaluate the quality of the completed performance, Lottery cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Services.
- b. If Contractor is currently performing services for the State of Oregon or the federal government, Contractor by signature to this Contract declares and certifies that: Contractor's Services to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's employing agency (state or federal) would prohibit Contractor's Services under this Contract. If applicable, Contractor meets the specific independent contractor standards of ORS 670.600. Contractor is not an "officer," "employee," or "agent" of the Lottery, as those terms are used in ORS 30.265(1) and (4). Contractor shall have no right or authority to incur or create any obligation for or legally bind the Lottery in any way.
- c. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments to Contractor under this Contract and, unless Contractor is subject to backup withholding, Lottery will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any Social Security, unemployment insurance or workers' compensation benefits from compensation or payments to Contractor under this Contract, except as a self-employed individual.

9. Subcontracts and Assignment; Successors and Assigns.

- a. Contractor shall not enter into any subcontracts for any of the Services required by this Contract, or assign or transfer any of its interest in this Contract, without the Lottery's prior written consent. In addition to any other provisions the Lottery may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by Sections 7(d), 8, 9,10,11,13, 14,15,18,19,23,26,31,and 32 of this Contract as if the subcontractor were the Contractor. Lottery's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- b. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

10. No Third Party Beneficiaries.

Lottery and Contractor are the only Parties to this Contract and are the only Parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

11. Security Investigation(s); Changes to Approved Persons.

Lottery will conduct a classification investigation of this Service. Any requirements will be added to this section, otherwise the section will be removed.

12. Funds Available and Authorized; Payments.

- a. Article XV, section 4(4)(d) of the Oregon Constitution provides that Lottery is a self-supporting, revenue-raising agency and that no appropriations, loans, or other transfers of state funds shall be made to it. Accordingly, all amounts payable by Lottery under this Contract are the sole responsibility of Lottery, and not the State, and are payable only from: (1) Revenues received by Lottery from lottery games; and (2) other miscellaneous revenues generated by Lottery. Lottery certifies that, as of the effective date of this Contract, sufficient funds are available and authorized for expenditure to finance the costs of this Contract within Lottery's current financial plan. Notwithstanding this certification, Lottery's payments under this Contract, together with all of Lottery's other obligations incurred under ORS 461.510(4), are limited by Article XV, section 4(4)(d) of the Oregon Constitution and ORS 461.500(2). If Lottery's authority or ability to conduct lottery games is removed or diminished, or if Lottery reasonably determines that expending the amounts payable by Lottery under this Contract would be in violation of the 16% (sixteen percent) limitation under ORS 461.500(2), Lottery may terminate this Contract.

13. Representations and Warranties.

a. Contractor's General Representations and Warranties.

Contractor represents and warrants to Lottery that:

- i. Contractor fully understands and shall perform its obligations under this Contract and shall not make any claims for, or have any rights to relief based on its claim that it misunderstood the terms of this Contract, or lacked information related to its required performance under this Contract.
- ii. Contractor is qualified to do business in the State of Oregon and it will take such action as may be necessary to remain so qualified.
- iii. Contractor is not in arrears with respect to the payment of any monies due and owing the State of Oregon, or any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and it shall not become so during the term of this Contract.
- iv. Contractor shall comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to its performance under this Contract.
- v. Contractor shall procure, at its own expense, all required licenses, certifications, permits, and governmental approvals necessary to perform its obligations under this Contract.
- vi. Contractor has the power and authority to enter into and perform this Contract;
- vii. This Contract, when executed and delivered, is a valid and binding obligation of Contractor enforceable in accordance with its terms;

- viii. The Services under this Contract must be performed in a good and workmanlike manner and in accordance with the highest professional standards; and
- ix. Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Services.

b. Contractor's Representations and Warranties for Intellectual Property.

Contractor represents and warrants to Lottery that:

- i) All Work Product shall be transferred to Lottery free and clear of any and all restrictions on or conditions of transfer, modification, licensing, sublicensing, direct or indirect distribution, or assignment, and free and clear of any and all liens, claims, mortgages, security interests, liabilities, and encumbrances of any kind.
- ii) When used as authorized by this Contract, no Work Product infringes, nor will Lottery's use, duplication, or transfer of such Work Product infringe, any copyright, patent, trade secret, or other proprietary right of any third party.
- iii) Except as otherwise set forth in this Contract, any subcontractors performing work for Contractor under this Contract have assigned all of their rights in the Work Product to Contractor or Lottery and no third party has any right, title or interest in any Work Product supplied to Lottery under this Contract.
- iv) Contractor is fully aware of Lottery's business requirements and intended use for the Work Product and the Work Product shall satisfy such requirements in all material respects and is fit for such intended use.

c. Warranties Cumulative.

The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.

14. Ownership of Work Product.

a. Definitions.

As used in this Section, and elsewhere in this Contract, the following terms have the meanings set forth below:

- i. "Intellectual Property" means any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right.
- ii. "Contractor Intellectual Property" means any Intellectual Property owned by Contractor and developed independently from the Services.
- iii. "Third Party Intellectual Property" means any Intellectual Property owned by parties other than Lottery or Contractor.
- iv. "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Contractor is required to deliver to Lottery pursuant to the Services.

b. Original Works.

All Work Product created by Contractor pursuant to the Services in whatever form, shall be the exclusive property of Lottery. Lottery and Contractor agree that such original works of authorship are "work made for hire" of which Lottery is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Services is not "work made for hire," Contractor hereby irrevocably assigns to Lottery any and all of its rights, title, and interest in all original Work Product created pursuant to the Services, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Lottery's reasonable request, Contractor shall execute such further documents and instruments necessary to fully vest such rights in Lottery. Contractor agrees that Contractor shall not, and is estopped to, assert against Lottery and the State of Oregon, or any of their assignees, any and all rights relating to original Work Product created pursuant to the Services, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

c. Contractor Intellectual Property.

In the event that Work Product is Contractor Intellectual Property, Contractor hereby grants to Lottery an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on Lottery's behalf.

d Third Party Intellectual Property.

In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on Lottery's behalf, and in the name of Lottery, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and to authorize others to do the same on Lottery's behalf.

15. Indemnity.

- a.** CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS AND INDEMNIFY THE LOTTERY AND THE STATE OF OREGON AND THEIR AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTS OR OMISSIONS OF CONTRACTOR OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THE CONTRACT.
- b.** IN ADDITION, CONTRACTOR, AT ITS OWN EXPENSE, SHALL SAVE INDEMNIFY, AND HOLD HARMLESS THE LOTTERY AND THE STATE OF OREGON, AND THEIR AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES AND DEFEND ANY ACTION BROUGHT AGAINST SAME WITH RESPECT TO ANY CLAIM, DEMAND, CAUSE OF ACTION, DEBT, LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES, TO THE EXTENT THAT IT IS (i) ARISING OUT OF THE FURNISHING OR PERFORMANCE OF THE CONTRACTOR INTELLECTUAL PROPERTY OR THIRD PARTY INTELLECTUAL PROPERTY, OR BOTH; OR (ii) BASED UPON A CLAIM THAT EITHER THE CONTRACTOR INTELLECTUAL PROPERTY OR THIRD PARTY INTELLECTUAL PROPERTY, OR BOTH, USED HEREUNDER INFRINGES OR VIOLATES ANY PATENTS, COPYRIGHTS, TRADE SECRETS, LICENSES OR OTHER PROPERTY RIGHTS OF ANY THIRD PARTY.

- c. PROVIDED, HOWEVER, THE OREGON ATTORNEY GENERAL MUST GIVE WRITTEN AUTHORIZATION TO ANY LEGAL COUNSEL PURPORTING TO ACT IN THE NAME OF, OR REPRESENT THE INTEREST OF, THE STATE OR ITS OFFICERS, EMPLOYEES AND AGENTS PRIOR TO SUCH ACTION OR REPRESENTATION. FURTHER, THE STATE, ACTING BY AND THROUGH ITS DEPARTMENT OF JUSTICE, MAY ASSUME ITS OWN DEFENSE, INCLUDING THAT OF ITS OFFICERS, EMPLOYEES AND AGENTS, AT ANY TIME WHEN IN THE STATE'S SOLE DISCRETION IT DETERMINES THAT (i) PROPOSED COUNSEL IS PROHIBITED FROM THE PARTICULAR REPRESENTATION CONTEMPLATED; (ii) COUNSEL IS NOT ADEQUATELY DEFENDING OR ABLE TO DEFEND THE INTERESTS OF THE STATE, ITS OFFICERS, EMPLOYEES AND AGENTS; (iii) IMPORTANT GOVERNMENTAL INTERESTS ARE AT STAKE; OR (iv) THE BEST INTERESTS OF THE STATE ARE SERVED THEREBY, CONTRACTOR'S OBLIGATION TO PAY FOR ALL COSTS AND EXPENSES SHALL INCLUDE THOSE INCURRED BY THE STATE IN ASSUMING ITS OWN DEFENSE AND THAT OF ITS OFFICERS, EMPLOYEES, OR AGENTS UNDER (i) AND (ii) ABOVE.

16. Insurance.

Contractor shall have in effect, and maintain throughout the term of this Contract, the following insurance:

a. Workers' Compensation.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

b. Commercial General Liability.

Commercial General Liability insurance covering Bodily Injury, Death and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts:

\$2,000,000 each occurrence for bodily injury and property damage

\$4,000,000 general aggregate

c. Professional Liability Insurance.

Professional Liability insurance covering damages caused by errors, omissions or negligent acts related to the professional services to be provided under this Contract. Contractor shall provide proof of insurance of not less than **\$2,000,000**.

e. Additional Insureds.

The liability insurance policies that Contractor obtains pursuant to this section, except for Professional Liability insurance, shall provide that the State of Oregon, Lottery and their divisions, officers and employees are additional insureds under the policy, but only with respect to the Services provided by Contractor under this Contract.

f. Certificates of Insurance.

As evidence of the insurance coverage required under this Contract, Contractor shall furnish acceptable insurance certificates to Lottery, as requested. The certificates must specify all of the parties who are additional insureds and shall indicate all deductible amounts or retention's for all self-insurance. Insuring companies shall be authorized to sell insurance in the State of Oregon. Contractor shall be financially responsible for all pertinent deductibles, self-insured retention, and self-insurance.

g. Notice of cancellation or change.

Contractor shall not, and shall cause its insurers to not cancel, materially change, reduce limits, or evidence intent not to renew the insurance coverage(s) without 30 calendar days prior written notice from the Contractor or its insurer(s) to the Oregon State Lottery Commission.

17. Termination.

a. Parties' Right to Terminate for Convenience.

This Contract may be terminated at any time by mutual written consent of the Parties.

b. Lottery's Right to Terminate for Convenience.

Lottery may, at its sole discretion, terminate this Contract, in whole or in part, upon thirty (30) calendar days' written notice to Contractor.

c. Lottery's Right to Terminate for Cause.

Lottery may terminate this Contract immediately upon notice to Contractor, or at such later date as Lottery may establish in such notice, upon the occurrence of any of the following events:

- i. If Lottery funding from sales sources is not obtained and continued at levels sufficient to allow for compensation for the Services, in Lottery's sole administrative discretion, the Contract may be modified to accommodate a reduction in funds;
- ii. If federal or state laws, regulations or guidelines are modified, or interpreted in such a way that the Services are prohibited, or Lottery is prohibited from paying for such Services from the planned funding source;
- iii. If the State of Oregon enacts a statute, a court decision is issued, or an initiative passes that removes the authority or ability of Lottery to conduct lottery games;
- iv. If any license or certificate required by law or regulations to be held by the Contractor to provide the Services required by this Contract is for any reason denied, revoked, or not renewed;
- v. If any control person, as defined in ORS 461.410, of Contractor is convicted of any crime;
- vi. If the Lottery discovers that Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis of the type made subject of the Contract, or is in default for failure to pay taxes or any other amount owed to a government entity;

- vii. Contractor commits any material breach or default of any covenant, warranty, obligation or certification under this Contract, fails to perform the Services under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Services as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within ten (10) Business Days after the date of Lottery's notice of default, or such longer period as Lottery may specify in such notice;
 - viii. Contractor or any of Contractor's officers, employees, agents, or subcontractors commits any fraudulent or dishonest act in connection with performance under this Contract;
 - ix. Contractor fails to immediately notify Lottery in writing of any material change in Contractor's financial condition;
 - x. Contractor fails to promptly notify Lottery in writing of any changes to persons performing Services under this Contract as required under Section 11 Security Investigation/Security Policies; or
 - xi. For adverse results of a security background investigation conducted by Lottery pursuant to Section 11.
- d. Contractor's Right to Terminate for Cause.**
Contractor may terminate this Contract upon thirty (30) calendar days written notice of intent to terminate to Lottery if Lottery fails to pay Contractor pursuant to the terms of this Contract and Lottery fails to cure within ten (10) Business Days after receipt of Contractor's written notice, or such longer period of cure as Contractor may specify in such notice.
- e. Remedies.**
- i. In the event of Contract termination pursuant to Section 17(a), (b), (c)(i), (c)(ii), (c)(iii), or (d), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Services multiplied by the percentage of Services completed and accepted by Lottery, less previous amounts paid and any claim(s) which Lottery has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this Subsection, Contractor shall immediately pay any excess to Lottery upon demand.
 - ii. In the event of Contract termination pursuant to Section 17(c)(iv), (c)(v), (c)(vi), (c)(vii), (c)(viii), (c)(ix), (c)(x), or (c)(xi) Lottery shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under 17(c)(iv), (c)(v), (c)(vi), (c)(vii), (c)(viii), (c)(ix), (c)(x), or (c)(xi), the rights and obligations of the Parties shall be the same as if the Contract was terminated pursuant to Section 17(b).
- f. Contractor's Tender Upon Termination.**
Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract unless Lottery expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to Lottery all documents, information, works-in-progress, and other property that are or would be deliverables had the Contract been completed. Upon Lottery's request, Contractor shall surrender to anyone Lottery designates all documents, objects, or other tangible things required to complete the Services.

18. Records Maintenance; Access.

Contractor shall maintain all fiscal records relating to the subject matter of this Contract and Contractor's performance hereunder, in accordance with Generally Accepted Accounting Principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance of its duties under the Contract. Contractor acknowledges and agrees that the Lottery and the Oregon Secretary of State's Office, the Oregon Department of Revenue, the Oregon Department of Justice and their duly authorized representatives shall have access to such records and other books, documents, papers, plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination or expiration of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

19. Confidential Information.

a. Confidential Information.

Contractor acknowledges that Contractor and Contractor's employees or agents may, in the course of performing Contractor's responsibilities under this Contract, be exposed to or acquire information that is confidential to Lottery. Any and all information of any form obtained by Contractor or Contractor's employees or agents in the performance of this Contract shall be deemed to be confidential information of Lottery ("Confidential Information"). Any reports or other documents or items which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is furnished by Lottery to others without restrictions similar to those imposed by this Contract; (c) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; or (d) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of services to Lottery hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

c. Unauthorized Use.

Contractor shall use its best efforts to assist Lottery in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise Lottery immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and Contractor will at its expense cooperate with

Lottery in seeking injunctive or other equitable relief in the name of Lottery or Contractor against any such person.

d. Return of Confidential Information.

Contractor agrees that, except as directed by Lottery, Contractor will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Contract or at Lottery's request, Contractor will turn over to Lottery all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

e. Injunctive Relief.

Contractor acknowledges that breach of this Section 19, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to Lottery inadequately compensable in damages. Accordingly, Lottery may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Lottery and are reasonable in scope and content.

f. Ensuring Confidentiality.

Contractor agrees to comply with all reasonable requests by Lottery to ensure the confidentiality and nondisclosure of the Confidential Information, including without limitation, obtaining nondisclosure agreements, in a form approved by Lottery, from each of Contractor's employees and agents who are performing Work, and providing copies of such agreements to Lottery.

20. Deliverable Review & Approval.

- a. The Services, and each Deliverable provided by Contractor shall be reviewed by the Lottery Contract Administrator for compliance with the Statement of Work. Lottery shall review the Deliverable within fifteen (15) business days of receipt and shall promptly notify Contractor of its approval or rejection.
- b. If the Services, or any Deliverable fails to conform to the Statement of Work, Lottery will, in its notification, specify the manner in which it fails to comply. Upon receipt of such written notice, Contractor shall correct any such failures within ten (10) business days from the date of receipt of Lottery's notice or such date as Lottery specifies in its notice, and shall re-perform the Services or resubmit the Deliverable to Lottery for re-evaluation, at no cost to Lottery.

Thereafter, if the Services or Deliverable fails to conform as required, Lottery may allow Contractor additional opportunity(s) to correct the Services or Deliverable, at no charge to Lottery, or elect to terminate the Contract due to Contractor's default.

21. Working with other Lottery Contractors.

Contractor understands and agrees that, as part of this Contract, Contractor may be required to work with other Lottery contractors who may be working on the same or similar projects. Lottery

and Contractor acknowledge and agree that this cooperation is essential to the mutual goal of both Parties for accurate and valuable use by the Lottery.

In the event of a conflict between contractors who must cooperate, Contractor shall notify the Lottery's Contract Administrator and abide by the Lottery's determination.

22. Reserved.

23. Compliance with Applicable Law.

Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Contract and the Services provided hereunder. Contractor expressly agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations with the Americans with Disabilities Act of 1990 (Pub L. No. 101-336), including Title II of that Act, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

Contractor shall also comply with the Oregon Lottery Act, ORS Chapter 461, as it may be amended from time to time, and the Lottery's Administrative Rules, OAR Chapter 177, as they may be amended from time to time.

24. Foreign Contractor.

If Contractor is not domiciled or registered to do business in the State of Oregon, Contractor must obtain authority from the Oregon Secretary of State, Business Registry, to transact business under this Contract. Registration information can be found at: <http://sos.oregon.gov/business/Pages/business-registration-forms.aspx>

25. Force Majeure.

Neither Lottery nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, terrorism, war or any other like cause which is beyond the party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. Lottery may terminate this Contract upon written notice to Contractor after it determines that such delay or default will likely prevent successful performance of the Contract.

26. Survival.

Any terms of this Contract which by their nature are intended to survive Contract termination or expiration and Sections 12,14,15,17.e,17.f,18,19,23,26,32,and 34 shall survive Contract termination expiration.

27. Time is of the Essence.

Contractor agrees that time is of the essence under this Contract.

28. Notices.

Except as otherwise expressly provided in this Contract, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, facsimile, or mailing the same, postage prepaid, to Contractor or Lottery at the addresses or number set forth below, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be deemed to be received on the fifth (5th) Business Day after the date of post mark. Any communication or notice delivered by facsimile

shall be deemed to be received when receipt of the transmission is generated by the transmitting machine. Any communication or notice delivered by email shall be deemed to be received when received in the recipients email inbox. Any communication or notice by personal delivery shall be deemed to be given when actually delivered to the recipient's current address.

For Contractor:

For Lottery:

Oregon State Lottery
500 Airport Road SE
P.O. Box 12649
Salem, Oregon 97309-0649

Attention: **insert**

Email: **insert**

Phone: 503-540-xxxx

29. Severability.

The Parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

30. Counterparts.

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

31. Disclosure of Social Security Number.

Contractor must provide Contractor's Social Security Number unless Contractor provides a federal tax ID number. This number is requested pursuant to ORS 305.385 and OAR 150-305.100. Social Security Numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws.

32. Governing Law; Venue; Consent to Jurisdiction.

This Contract shall be governed by and construed in accordance with the internal laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Lottery (and any other agency or department of the State of Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, that if a Claim must be brought in a federal forum, then it shall be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. **CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURT(S).**

33. Contract Documents.

This Contract consists of the following documents which shall be interpreted in the following order of precedence: (1) the Contract less exhibits; (2) Exhibit A, Statement of Work; and (3) Exhibit B, Pricing.

34. Merger Clause; Waiver, Amendment.

This Contract constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change to the terms of this Contract shall bind either party unless in writing and signed by all Parties and all approvals required by law have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Lottery to enforce any provision of this Contract shall not constitute a waiver by Lottery of that or any other provision.

35. Tobacco-Free Environment.

Effective January 1, 2013, the use of all tobacco products is forbidden on state controlled properties, including the Lottery property. A map indicating the closest area to the Lottery building where tobacco can be used can be provided upon request. The Governor's Tobacco-free Initiative can be viewed at: <http://goo.gl/DBVun>

36. Equal Employment Opportunity; Affirmative Action.

Lottery is an Equal Employment Opportunity and Affirmative Action employer and encourages its contractors and their subcontractors to follow EEO/AA practices in their performance of Contract with Lottery.

37. Contractor certifications and signature of Contractor's Authorized Representative.

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

- a. The undersigned is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.
- b. The undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), 403.200 to 403.250 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 317A (Corporate Activity Tax), 318 (Corporation Income Tax), 321 (Timber and Forest Land Taxation) and 323 (Cigarettes And Tobacco Products) and any local taxes administered by the Department of Revenue under ORS 305.620.
- c. To the best of the undersigned's knowledge, Contractor has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any subcontracts for the work described herein.
- d. Contractor and Contractor's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>.

- e. Contractor is bound by and will comply with all requirements, terms and conditions contained in this Contract; and
- f. Contractor ____ is / ____ is not a nonresident alien as defined in 26 USC § 7701(b)(1) (check one).

WHEREAS this Contract has been executed, as of the date provided below, by a duly authorized representative of [REDACTED] and the Oregon State Lottery.

FOR CONTRACTOR

By: _____
Authorized Signatory

Title: _____ Date: _____

FOR LOTTERY

The State of Oregon acting by and through its Oregon State Lottery Commission

By: _____
Authorized Signatory

Title: _____ Date: _____

**EXHIBIT A
STATEMENT OF WORK**

Place holder for finalized Statement of Work – Exhibit A
Place holder for Pricing – Exhibit B