



**INFORMAL REQUEST FOR PROPOSAL  
No. DL164510P**

**Development of a Smartphone Application for the  
Real-time Reporting of Stranded Marine Animals**

**PROPOSAL DUE DATE AND TIME:**  
May 14, 2013 (4:00 PM, PT)

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

**SUBMITTAL LOCATION:**

Oregon State University  
Procurement and Contract Services  
644 SW 13<sup>th</sup> Avenue  
Corvallis, Oregon 97333

## **1.0 GENERAL**

### **1.01 SCHEDULE OF EVENTS**

- Issue Date..... May 6, 2013
- Deadline for Requests for Clarification or Change..... May 10, 2013 (4:00 pm, PT)
- Proposal Due Date and Time..... May 14, 2013 (4:00 pm, PT)

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

### **1.02 ISSUING OFFICE**

The Procurement and Contract Services (PaCS) department of Oregon State University (OSU) is the issuing office and is the sole point of contact for this Invitation to Bid. Address all concerns or questions regarding this solicitation to the Administrative Contact identified below.

### **1.03 ADMINISTRATIVE CONTACT**

Name: Debora Lauer  
Title: Purchasing Agent  
Telephone: 541-737-7343  
Fax: 541-737-2170  
E-Mail: Debora.Lauer@oregonstate.edu

### **1.04 DEFINITIONS**

As used in this solicitation, the terms set forth below are defined as follows:

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

## **2.0 INTRODUCTION AND BACKGROUND**

### **2.01 OREGON STATE UNIVERSITY**

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

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

## 2.02 BACKGROUND

The oceans are facing myriad threats to their health and well-being, many of which are anthropogenic. Many efforts are currently being implemented, such as the establishment of Marine Protected Areas (MPAs), to reduce human impact and help return the oceans to a natural state. As such, a great deal of research is needed on the interactions of humans, animals, and the environments within these ecosystems. It is critical that accurate information is kept and remains current on the various systems, so that new information or patterns can be detected.

To that end, there are a number of research initiatives and programs around the nation designed to collect just such that information. However, most of these projects and processes involve a relatively small group of scientists and government employees. There are fewer opportunities for the general public to become involved in marine research. This limitation not only removes potential knowledge sources from the pool, but also places unreasonable burdens on management groups and other organizations to do all of the research needed for effective management and research. The Oregon coast alone is 400 miles long, and it is simply not feasible for the relatively small group of university, governmental, and research employees to survey all of it with any consistency.

This is where utilizing the general public as a resource comes in. Although they do not make a living from the marine realm, beach-goers and tourists are stakeholders in coastal resources, and should be involved in the management of those resources. Involving stakeholders at all levels of planning and management is critical for effective policies (Lundquist & Granek 2005, Lynam et al. 2007, Kliskey et al. 2009), and beachgoers and tourists should be included in that group. The purpose of this project is to create an opportunity to allow for beachgoers, tourists, and everyday people to participate in and be involved with ongoing and necessary marine research, by developing an iPhone application to allow for the identification of washed-up and stranded marine reptiles, fish, and cephalopods along the coast. This application will be created and implemented along the Oregon coast to serve as a proof-of-concept, which can then be modified and applied to different areas of interest

## **3.0 STATEMENT OF WORK**

### 3.01 SAMPLE CONTRACT

A sample contract containing a statement of work and contractual terms and conditions is included at Exhibit A.

## **4.0 PROPOSER QUALIFICATIONS**

### 4.01 MINIMUM QUALIFICATIONS

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

- a. Experience in Objective C, iOS application development for iPhone.
- b. Experience publishing to the Apple store.

### 4.02 PREFERRED QUALIFICATIONS

OSU will award additional points for Proposers able to meet the preferred qualifications below.

- a. History of or have also built application(s) involving cellular triangulation or GPS.
- b. Experience with large data sets and various data formats (XML, KML, CSV), web services and APIs.

## **5.0 REQUIRED SUBMITTALS & EVALUATION**

### 5.01 REQUIRED SUBMITTALS

Proposers should submit the following information:

- Description of how the plan of approach and work schedule will specifically meet the Statement of Work described in section 3.
- Detailed information about how the Proposer meets the minimum and preferred qualifications detailed in section 4.

- Exhibit B, Certifications, fully completed.
- Exhibit C, References, fully completed.
- Exhibit D, Pricing, fully completed.

**5.02 EVALUATION**

This is a multistage evaluation. OSU will first review all Proposals to determine Responsiveness. Proposals that do not comply with the instructions or are incomplete may be deemed non-Responsive. Proposer's deemed non-Responsive will be notified in Writing, identifying the reason(s) the Proposal is non-Responsive. The evaluation committee will then perform first stage evaluations on the Written Proposals based on the following evaluation criteria. Points will be given in each criteria and a total score will be determined. The maximum points available for each criterion are identified below.

<u>Evaluation Criteria:</u>	<u>Points:</u>
Proposal relative to the Statement of Work	40
Proposer's qualifications relative to the minimum qualifications	25
Proposer's qualifications relative to the preferred qualifications	20
Price of the goods or services	15
<b>Total</b>	<b>100</b>

OSU may award after the first stage evaluation to the highest ranked Proposer without moving on to the second stage evaluation. If OSU decides to move to a second stage evaluation, the highest ranked Proposers from the first stage evaluation will move to the second stage evaluation. Proposers who are included in the second stage evaluation may be requested to provide additional information about their Proposal through interviews, presentations, requests for best and final Proposals or other methods relevant to the goods or services, in order for the evaluation committee to make a final determination. Points awarded in the first stage evaluation will not be carried to the second stage evaluation. Contract will be awarded to the Proposer who in OSU's opinion, best meets the requirements and qualifications of the IRFP and OSU's needs.

**5.03 INVESTIGATION OF REFERENCES**

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

**6.0 INSTRUCTIONS TO PROPOSERS**

**6.01 APPLICABLE STATUTES AND RULES**

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

**6.02 REQUESTS FOR CLARIFICATION OR CHANGE**

Requests for clarification or change of the Informal Request for Proposal must be in Writing and submitted to PaCS at least two (2) days before the Proposal Due Date and Time, unless specified otherwise herein. Such requests for clarification or change must include the reason for the Proposer's request. OSU will consider all timely requests and, if acceptable to OSU, amend the Informal Request for Proposal by issuing an Addendum. Envelopes, e-mails or faxes containing requests should be clearly marked as a Request for Clarification or Change and include the IRFP Number and Title.

**6.03 ADDENDA**

Only documents issued as Written Addenda by PaCS serve to change the IRFP in any way. No other direction received by the Proposer, written or verbal, serves to change the IRFP document. If you have received an Informal Request for Proposal you should consult PaCS, prior to Proposal submittal, to assure that you have not missed any Addenda. Proposers are not required to return Addenda with their Proposal. However,

Proposers are responsible for obtaining and incorporating any changes made by Addendum into their final Proposal. Failure to do so may, in effect, make the Proposal non-Responsive, which may cause the Proposal to be rejected.

#### 6.04 PREPARATION AND SIGNATURE

Proposals should be Written and signed in ink by an authorized representative with authority to bind the Proposer. Signature certifies that the Proposer has read, fully understands, and agrees to be bound by the IRFP and all Exhibits and Addenda to the IRFP.

#### 6.05 PUBLIC RECORD

Upon completion of the Request for Proposal process, information in your Proposal will become subject records under the Oregon Public Records Law. Only those items considered a “trade secret” under ORS 192.50 (2), may be exempt from disclosure. If a Proposal contains what the Proposer considers a “trade secret” the proposer must mark each sheet of information as such. Only bona fide trade secrets may be exempt and only if public interest does not require disclosure.

#### 6.06 PROPOSAL SUBMISSION

Proposals should be submitted no later than the Proposal Due Date and Time. Envelopes, faxes, or e-mails containing Proposals should contain the IRFP No., IRFP Title and the Proposal Due Date and Time. Proposals may be mailed to Oregon State University, Procurement and Contract Services, 644 SW 13th Street, Corvallis, OR 97333-4238, faxed to (541) 737-2170 or e-mailed in PDF format to the individual identified on the first page of this IRFP.

#### 6.07 PROPOSALS ARE OFFERS

The Proposal is the Proposer’s offer to enter into a Contract pursuant to the terms and conditions specified in the IRFP, its Exhibits, and Addenda. The offer is binding on the Proposer for one hundred twenty (120) days, unless otherwise specified herein. OSU’s award of the Contract constitutes acceptance of the offer and binds the Proposer.

#### 6.08 RIGHT TO REJECT

OSU may reject, in whole or in part, any Proposal not in compliance with the IRFP, Exhibits, and Addenda. OSU may reject all Proposals if it is in the best interest of OSU to do so.

#### 6.09 PROPOSAL PREPARATION COSTS

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

#### 6.10 AWARDS

OSU reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof; on a geographical basis and/or on a statewide basis with one (1) or more suppliers. OSU reserves the right to delete any item from the contract when deemed to be in the best interest of OSU.

**EXHIBIT A  
SAMPLE CONTRACT**

**OREGON STATE UNIVERSITY  
PERSONAL/PROFESSIONAL SERVICES CONTRACT (PPSC)**

Department Contract # 164510

This Contract is entered into by and between the State of Oregon acting by and through its Board of Higher Education on behalf of Oregon State University (OSU/Institution) for its **Sea Grant** and **XXXXX TBD** (Contractor).

Whereas OSU has need of the services which Contractor is competent to provide; now therefore, in consideration of the sum not to exceed \$ xxxx.00 to be paid as a flat rate to Contractor by OSU, Contractor agrees to perform between date of last signature and xxxx, 2013 inclusive, the following personal and/or professional services:

**Development of a smartphone app that provides for the real time reporting of stranded marine animals in accordance with the protocol for the identification of stranded marine reptiles, fish and cephalopods created at Oregon State University. The smartphone app will be developed on the Apple IOS platform (and will meet Apple standards for distribution and be published through the App Store) and will provide the following features:**

- Guided identification of target species as defined in the printed protocol document
- Ability to take photos of the identified animal (on supported devices)
- Automatic capture of geo location information (on supported devices)
- Ability to submit identification data for inclusion in an online database
- Developed in both English and Spanish

The application development services include the development of the database that is required to house the collected identification information. This database will be hosted remotely per consultation with OSU Central Web Services (CWS) at this time – this hosting is provided for a three year period under the project.

The project costs include the provision of a copy of the database; interface code and all external source code as well as instructions to move the service to an alternative hosted solution at the PI's discretion. This was determined in consultation with OUS IT staff as the best solution for a later decision point by the Advisor and graduate student.

**The project will be invoiced upon delivery of the smartphone app.**

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

The following attachments are incorporated by this reference and made a part of this contract: Attachment A, OUS Standard Contract Provisions and  Attachment B;  Attachment C;  Other Attachments \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

INSURANCE: the minimum limit is \$ \_\_\_\_\_ Type required:  CGL  AUTO  Professional

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

**OSU**

**CONTRACTOR**

\_\_\_\_\_  
OSU Department Head Date  
(Typed Name):

\_\_\_\_\_  
Signature Date  
Typed Name:  
Address:

\_\_\_\_\_  
OSU Contract Officer Date

Phone:  
Banner Vendor ID No.:  
U.S. Tax Identification No.:  
Contractor is a: (Check One)  
 Resident U.S. citizen  
 Resident non-U.S. citizen (Green Card Holder)

\_\_\_\_\_  
Department of Justice Date  
(Only for contracts over \$100,000)

- Non-U.S. citizen
- Partnership
- Corporation
- Contractor is also a minority group member

OSU VENDOR NO.	FORM PREPARED BY	PREPARER'S ADDRESS	DATE
	<b>Roseanne Hooven</b>	<b>1600 SW Western Blvd Suite 350 Corvallis</b>	04/30/13

INDEX CODE	ACCOUNT CODE	ACTIVITY CODE	PAYMENT AMOUNT
<b>NA223B</b>	<b>24599</b>	<b>RD86</b>	

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

**ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. The Oregon Board of Higher Education, Oregon Secretary of State, Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for three years from the date of contract expiration unless a shorter period is authorized in writing. Contractor is responsible for any audit discrepancies involving deviation from the terms of this Contract and for any commitments or expenditures in excess of amounts authorized by Institution.

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

**AVAILABILITY OF FUNDS.** Institution certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current biennial appropriation or expenditure limitation, provided, however, that continuation of the Contract, or any extension, after the end of the fiscal period in which it is written, is contingent upon a new appropriation or limitation for each succeeding fiscal period for the purpose of this Contract.

**CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

**COMPLIANCE WITH APPLICABLE LAW.** Contractor agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws. Failure or neglect on the part of Contractor to comply with any or all such laws, ordinances, rules, and regulations shall not relieve Contractor of these obligations nor of the requirements of this Contract. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Fund from such contractor incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate Institution official may pay such claim to such payment. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to any unpaid claims.

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

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

**EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between Institution and Contractor that arises out of or relates to performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Benton County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

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

**INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work under this contract, or from any act, omission, or neglect of contractor, its subcontractors, or employees. Contractor shall save, defend, indemnify, and hold harmless the State of Oregon, the State Institution of Higher Education, the Institution, and their officers, agents, employees, and members from all claims, suits, and actions of any nature resulting from or arising out of the activities or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this contract.

**INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Contractor is not to be considered an agent or employee of Institution for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that Institution provides for its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this Contract. If Contractor is providing personal services as an **individual**, (a) Contractor: (1) Is engaged as an independent contractor and will be responsible for any Federal or State taxes applicable to this payment; (2) Will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance, or Public Employees Retirement System benefits from this Contract payment; (3) Is not an officer, employee, or agent of the State as these terms are used in ORS 30.265 and will not be under the direction and control of Institution; (4) Is not currently employed by the Federal Government and the amount charged does not exceed his normal charge for the type of service provided if payment is to be charged against Federal funds; (5) Is not a member of the Oregon Public Employees Retirement System; or (6) if a contributing member of the Oregon Public Employees Retirement System for which contributions to the retirement system must be withheld, Contractor's contribution to the retirement system will be withheld and a corresponding Institution contribution made; and (7) Must furnish Form IRS Form 8233 in duplicate with this Contract if Contractor is a non-resident alien and claims exemption from Federal Withholding tax. (b) The Oregon State Board of Higher Education, acting on behalf of Institution, will report the total amount of all payments to Contractor, including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

**INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of this Contract general liability insurance. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. The State of Oregon, acting by and through the State Board of Higher Education on behalf of the Institution and their officers and employees shall be included as an additional insured in said insurance policy. If any of the liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 24 months.

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

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

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

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

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

**SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

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

**TERMINATIONS.** This Contract may be terminated at any time by mutual consent of both parties, or by either party upon thirty (30) days' notice in writing and delivered by certified mail or in person to the other party. In addition, the Institution may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by the Institution, if (a) Federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract; or (b) Any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed. This Contract may also be terminated by Institution for default (including breach of contract) if (a) Contractor fails to provide services or materials called for by this Contract within the time specified; or (b) Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from Institution, fails to correct such failures within ten days. The rights and remedies of Institution provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**TERMINATION DUE TO NONAPPROPRIATION OF FUNDS.** If sufficient funds are not provided in future legislatively approved budgets of Institution (or from applicable Federal, state, or other sources) to permit Institution in the exercise of its reasonable administrative discretion to continue this Contract, or if Institution or program for which this Contract was executed is abolished, the Institution may terminate this Contract without further liability by giving Contractor not less than thirty (30) days notice. In determining the availability of funds from the Oregon Legislature for this Contract, Institution may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly.

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

**FORCE MAJEURE.** Neither Institution nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, Institution's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

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

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

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

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

**MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**EXHIBIT B  
CERTIFICATIONS**

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

**SECTION I. OREGON TAX LAWS**

As required in ORS 305.385(6) the undersigned hereby certifies that to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber And Forestland Tax), 323 (Cigarettes And Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Department of Revenue under ORS 305.620. If a Contract is executed, this information will be reported to the Internal Revenue Service under the name and taxpayer I.D. number submitted below. Information not matching IRS records could subject Contractor to thirty one percent (31%) backup withholding.

**SECTION II. AFFIRMATIVE ACTION**

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

**SECTION III. COMPLIANCE WITH SOLICITATION**

The undersigned agrees and certifies that they:

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

**SECTION IV. PERMISSIVE COOPERATIVE PROCUREMENTS**

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

- agrees
- disagrees

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

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Type or Print): \_\_\_\_\_ Telephone:(\_\_\_\_\_)\_\_\_\_\_

Title: \_\_\_\_\_ Fax:(\_\_\_\_\_)\_\_\_\_\_

FEIN ID# or SSN# (required): \_\_\_\_\_ Email: \_\_\_\_\_

Construction Contractors Board (CCB) License Number (if applicable): \_\_\_\_\_

Business Designation (check one):

- Corporation
- Partnership
- LLC
- Sole Proprietorship
- Non-Profit

Minority, Women & Emerging Small Business (MWESB) Certified Firm: Yes No

If yes, Minority, Women & Emerging Small Business (MWESB) Certification Number: \_\_\_\_\_

**EXHIBIT C  
REFERENCES**

**REFERENCE 1**

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

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**REFERENCE 2**

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

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**REFERENCE 3**

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

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**EXHIBIT D  
PRICING**

ITEM	DESCRIPTION	PRICE
1.	Smartphone App as described in DL164510P	\$
	<b>TOTAL PRICE</b>	<b>\$</b>