



Procurement and Contract Services (PaCS)

Oregon State University, 644 SW 13th St, Corvallis, Oregon 97333-4238

T 541-737-4261 | F 541-737-2170 | <http://pacs.oregonstate.edu/>

**Dynamic Online Media Guides
INFORMAL REQUEST FOR PROPOSAL (IRFP)
No. SF144746P**

April 6, 2009

Dear Potential Proposer,

Oregon State University's (OSU) Intercollegiate Athletics requests proposals from qualified firms to provide strategic consulting, graphic and web design, and email marketing services for the purpose of providing a comprehensive strategy for Dynamic Online Media Guides.

Interested firms may respond in writing and in accordance with the Informal Request for Proposal no later than 2:00 PM, Monday, April 20, 2009 (Proposal Closing Time) to Shannon Fanourakis, OSU Procurement and Contract Services, 644 SW 13th Street, Corvallis, Oregon 97333-4238.

OSU is an AA/EEO employer and encourages the submittal of responses from women, minority-owned and emerging small business enterprises.

If you have any questions regarding this Informal Request for Proposal, please address those questions to me at the email contact information listed below.

Sincerely,

A handwritten signature in black ink that reads "Shannon Fanourakis". The signature is written in a cursive, flowing style.

Shannon Fanourakis, CPPB
Oregon State University
Senior Procurement Analyst
Shannon.Fanourakis@oregonstate.edu
Telephone: (541) 737-6995
Fax: (541) 737-2170

1. BACKGROUND

1.01 Oregon State University

Oregon State University is one of only two American Universities to hold the Land, Sea, Sun and Space Grant designations and is the only Oregon institution recognized for its "very high research activity" (RU/VH) by the Carnegie Commission on Higher Education. OSU is comprised of 11 academic colleges with strengths in natural resources, earth dynamics and sustainability, life sciences, entrepreneurship and the arts and sciences. OSU has facilities and/or programs in every county in the state, including 15 regional experiment stations, 36 county extension offices, a branch campus in Bend, a major marine science center in Newport, and a range of programs and facilities in Portland. OSU is Oregon's largest public research University, conducting more than 60 percent of the research funded throughout the state's University system.

OSU is located in Corvallis, a community of 53,000 people situated in the Willamette Valley between Portland and Eugene. Approximately 15,700 undergraduate and 3,400 graduate students are enrolled at OSU, including 2,600 U.S. students of color and 950 international students.

2. SCOPE OF WORK & REQUIREMENTS

2.01 Dynamic Online Media Guides Features

1. The Contractor will provide strategic consulting, graphic and web design and email marketing services. The Dynamic Online Media Guides may include, but is not limited to, the following features:

- a) Audio/Video pop-ups
- b) Page-turning environment
- c) Ability for user to change the photo background environment
- d) Audio soundtrack
- e) Green screen "walk-outs" and other green screen-related presentations
- f) "Forward to a Friend" type capabilities
- g) User interaction by ability to post comments to each article and share each article through social bookmarking and social network sites (e.g. Facebook)
- h) Interactive Surveys
- i) Hyperlinks

2. The Contractor will work closely with Intercollegiate Athletics to provide implementation, reporting, data management, email delivery, and other forms of distribution.

3. The Contractor will design and provide timely production of up to seventeen (17) intercollegiate sports microsites that are hosted by osubeavers.com under the guidance

of the OSU Athletics Communication staff. "Timely production" is at the direction of the OSU Athletics Communication staff.

Please Note: The Contractor must receive prior written approval by OSU University Marketing for the use of OSU names and logos. Once this approval is received the use of OSU names and logos will be at the direction by OSU Athletics Communications. OSU will provide all video, images, text, etc. to the Contractor. All video, images, and text are copyrighted materials owned by OSU and cannot be used for any other purpose without the expressed written consent of OSU.

3. REQUIRED SUBMITTALS & EVALUATION

3.01 Required Submittals

1. Company qualifications and capabilities
2. Dynamic Online Media Guide features
3. Implementation plan
4. Types of reporting that can be provided
5. Data Management information
6. Email delivery information and other forms of distribution information
7. Fees and billing terms (NOTE: Proposals which require payment in less than 30 days after receipt of invoice may be rejected)
8. Exhibit A – References
9. Exhibit B - Certifications

3.02 Investigation of References

OSU reserves the right to investigate the references and the past performance of any Proposer with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers. OSU may postpone the award or execution of the contract in order to complete its investigation. OSU reserves the right to reject any Proposal response or to reject all Proposal responses at any time prior to OSU's execution of contract if it is determined to be in the best interest of OSU to do so.

3.03 Evaluation

Proposals will be evaluated based on:

1. Completeness and quality of the proposal, as determined by OSU (20%)
2. Qualifications and capabilities of Proposer (20%)
3. Features of Dynamic Online Media Guide (20%)
4. Customer implementation plan (20%)
5. Data Management information including types of reporting, email delivery and other forms of distribution that can be provided (10%)
6. Fees (10%)

3.04 Proposal Results

Proposals are a firm offer and will be held open for 45 days. The successful Proposer will be notified upon completion of the evaluation. Awarded Proposal files are public records and available for review at PaCS by appointment. Proposers may view awarded Proposals by requesting a copy of such from PaCS.

4. INSTRUCTIONS TO PROPOSERS

4.01 Provisions and Requirements

All Proposals are subject to the provisions and requirements of the applicable Oregon Revised Statutes and Oregon Administrative Rules for the Oregon University System.

4.02 Proposal Format

Proposals must be typed and must be submitted in accordance with the Required Submittals and Proposal Submission of this Informal Request for Proposal.

4.03 Conformance to Proposal Requirements

Proposals should conform to the requirements of the Informal Request for Proposal. All necessary attachments must be submitted with the Proposal and in the required format. Prices must be for the unit indicated on the Proposal. Failure to comply with all requirements may result in rejection of the Proposal.

4.04 Addenda

Only documents issued as addenda by OSU Procurement and Contract Services (PaCS) serve to change the IRFP in any way. No other direction received by the Proposer, written or oral, serves to change the IRFP document. Note: if you have received a proposal you should consult PaCS to assure that you have not missed any addenda announcements. Proposers are not required to return addendums with their proposal. However, proposers are responsible to make themselves aware of, obtain and incorporate any changes made in any addendums issued, and to incorporate any changes made by addendum into their final proposal. Failure to do so may, in effect, make the proposer's proposal non-responsive, which may cause the proposer's proposal to be rejected.

4.05 Signature on Proposal

Signature on a Proposal certifies that the Proposer has read and fully understands all Proposal specifications, terms and conditions. It is the responsibility of the Proposer to fully understand the content of the Informal Request for Proposal. No consideration will

be given to a claim resulting from the Proposer offering without comprehending all requirements of the Informal Request for Proposal.

4.06 Request for change of Proposal Specifications, Terms or Conditions

A Proposer may request changes to the Proposal specifications, terms or conditions by submitting a request for change, in writing, to PaCS. To be considered, requests for change must be received at least two (2) days before the Proposal Closing Date and Time, unless specified otherwise in the Proposal document. Envelopes, e-mails or faxes containing requests for change should be marked as follows:

Proposal Request for Change for:

IRFP # _____

IRFP Title: _____

Closing Date: _____

4.07 Proposal Submission

Proposals should be received and time-stamped by PaCS by the Proposal Closing Time. Proposals received after Proposal Closing Time may not be considered. Envelopes, faxes, or e-mails containing Proposals should contain the IRFP No., IRFP Title, Closing Date and Time.

MAIL

If Proposer mails its Proposals, it should be addressed to: SHANNON FANOURAKIS, OREGON STATE UNIVERSITY, PACS, 644 SW 13th STREET, CORVALLIS, OR 97333-4238.

FAX

If Proposer sends its Proposal by facsimile, it should be sent to: (541) 737-2170

E-MAIL

If Proposer sends its Proposal by electronic mail, it should be in PDF format and sent to: Shannon.Fanourakis@oregonstate.edu

PaCS shall not be responsible for the proper identification and handling of any Proposal not submitted in a timely manner or addressed as indicated above. Nor will PaCS be responsible for the delay or failure of the transmission or receipt of a Proposal sent via facsimile or electronic mail, receipt of illegible, garbled or incomplete documents, the availability or condition of the receiving facsimile machine or incompatibility between the sending machine and the receiving machine, or the security or confidentiality of the information in the Proposal.

If Proposer sends its Proposal via mail please include 1 original and 3 copies.

5. Standard Terms and Conditions for Services

The following Standard Terms and Conditions for Services contains the terms and conditions of the contract to be issued as a result of this Informal Request for Proposal.

**OREGON STATE UNIVERSITY
STANDARD TERMS AND CONDITIONS FOR SERVICES**

Rev 1/07

1. DEFINITIONS:

"Contract" means the entire written agreement between the parties, including but not limited to the Invitation to Bid ("ITB") or Request for Proposal ("RFP") and its specifications, terms and conditions; solicitation addenda and contract amendments, if any; and the purchase order or price agreement document;

"Contractor" means a person or organization with whom OSU has contracted for the provision of services pursuant to this Contract;

"OARS" means the Administrative Rules adopted by the Oregon State Board of Higher Education and OSU.

"ORS" means the Oregon Revised Statutes;

"OSU" means the State of Oregon, acting by and through the State Board of Higher Education, on behalf of Oregon State. "OSU" also means other parties to the Contract if the purchase is being made under a cooperative agreement;

2. AMENDMENTS: The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of OSU.

3. PAYMENT: Payment of OSU contracts or Purchase Orders is normally made within 30-45 days following the date the entire order is delivered or the date the invoice is received, whichever is later. After 45 days, Contractor may assess overdue account charges up to a maximum of two-thirds of one percent per month (8% per annum) on the outstanding balance (ORS 293.462).

4. INDEPENDENT CONTRACTOR STATUS: The service or services to be rendered under this Contract are those of an independent contractor. OSU reserves the right (a) to determine and modify the delivery schedule for the services and (b) to evaluate the quality of the services; however, OSU may not 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. Contractor is not an officer, employee or agent of OSU as those terms are used in ORS 30.265.

5. RETIREMENT SYSTEM STATUS: Contractor is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this Contract. Contractor will not be eligible for any benefits from these Contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.

6. GOVERNMENT EMPLOYMENT STATUS:

- A. If this payment is to be charged against federal funds, Contractor certifies that it is not currently employed by the federal government.
- B. Contractor certifies it is not an employee of OSU.

7. SERVICE AND SPECIAL TERMS AND CONDITIONS; ORDER OF PRECEDENCE:

These Terms and Conditions for Services are for contracts for the purchase of services that are not personal services as defined in OAR 580-040-0100(2). OSU may also provide "special terms and conditions" elsewhere in the Contract which apply only to this Contract. Whenever possible, all terms and conditions are to be integrated. In the event of a conflict between these Terms and Conditions for Services and "special terms and conditions", the "special terms and conditions" take precedence, unless the Terms and Conditions for Services in question are required by law. In the event of any other conflict: 1) the special terms and conditions, 2) these Terms and Conditions for Services, 3) the Invitation to Bid or Request for Proposal, and 4) the proposal or response thereto shall be interpreted in the foregoing order of precedence. Contractor agrees that, in the event of a conflict, all the terms and conditions of this Contract supersede all preprinted terms and conditions on any forms used by the Contractor.

8. WAIVER: Failure of OSU to enforce any provision of this Contract shall not constitute a waiver or relinquishment by OSU of the right to such performance in the future nor of the right to enforce any other provision of this Contract.

9. ASSIGNMENT/SUBCONTRACT/SUCCESSORS: Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the OSU Procurement and Contract Services Department. No such written approval shall relieve Contractor of any obligations of this Contract, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable to OSU under the Contract as if no such assignment, transfer, or subcontract had occurred.

10. SUCCESSORS IN INTEREST: The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties to the Contract and their respective permitted successors and assigns.

11. COMPLIANCE WITH APPLICABLE LAW: Contractor shall 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, 42 USC §12101 et seq., ORS Chapter 659A 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.

12. PAYMENT OF CONTRACTOR'S OBLIGATIONS: Contractor agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the provision of the work provided in this Contract; pay all contributions or amounts due the industrial accident insurance provider 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 OSU official may pay such claim and charge the amount of the payment against funds due or to become due to the Contractor under this Contract. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety, if any, of obligations with respect to any unpaid claims.

13. SEVERABILITY: If any provisions of this Contract are declared by a court 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 provision held to be invalid.

14. INDEMNITY, RESPONSIBILITY FOR DAMAGES: (a) 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 Board of Higher Education, OSU, 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. (b) Without limiting the generality of Section 13(a), Contractor expressly agrees to defend, indemnify, and hold OSU, the State of Oregon and their agencies, subdivisions, officers, directors, agents, and employees harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses, and damages arising out of or related to any claims that the services or any other tangible or intangible items delivered to OSU by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or OSU's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that OSU shall provide Contractor with prompt written notice of any infringement claim. (c) Contractor shall have control of the defense and settlement of any claim that is subject to Sections 13 (a) or (b); however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon, nor shall Contractor

settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

15. SAFETY AND HEALTH REQUIREMENTS: Services supplied under this Contract shall comply with all federal Occupational Safety and Health Admin. (OSHA) requirements and with all Oregon safety and health requirements, including those of the State of Oregon Workers' Compensation Division.

16. 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 the Contract. The Oregon State 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 the Contract and for any commitments or expenditures in excess of amounts authorized by OSU.

17. TERMINATION: This Contract may be terminated at any time by mutual consent of both parties, or by OSU at its discretion. If sufficient funds are not provided in future legislatively approved budgets of OSU (or from applicable federal, state or other sources) to permit OSU, in the exercise of its reasonable administration discretion, to continue this Contract, or if OSU or the program from which this Contract was executed is abolished, OSU may terminate this Contract without further liability upon delivery of notice to Contractor. This Contract may also be terminated by OSU for default (including breach of contract) if (a) Contractor fails to provide services called for by this Contract within the time specified, (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 the Contract in accordance with these terms, and after receipt of written notice from OSU, fails to correct such failures within ten days, (c) 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, or (d) Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under the Contract or Contractor has not obtained such license or certificate within fourteen (14) calendar days after OSU's notice or such longer period as OSU may specify in such notice. The rights and remedies of OSU 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 or under this Contract.

18. **OSU'S REMEDIES FOR CONTRACTOR'S DEFAULT:** In the event Contractor is in default under Section 16, OSU may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to: (a) rejection of the services, (b) requiring Contractor to correct any defects without charge, (c) negotiation with Contractor to sell the services to OSU at a reduced price, (d) termination of the Contract under Section 16, (e) withholding all moneys due for the services Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (f) initiation of an action or proceedings for damages, specific performance, or declaratory or injunctive relief, or (g) exercise of its right of set off. These remedies are cumulative to the extent the remedies are not inconsistent, and OSU may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

19. **FORCE MAJEURE:** Neither OSU nor Contractor shall be held responsible for delay or default caused by fire, riot, act of nature, terrorist acts, or other acts of political sabotage, or war where such cause was beyond, respectively, OSU'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 cessation of the cause, diligently pursue performance of its obligations under this Contract.

20. **AWARD TO FOREIGN CONTRACTOR:** If the amount of this Contract exceeds \$10,000 and 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 Secretary of State Corporation Division, all information required by those agencies relative to this Contract. OSU shall withhold final payment under this Contract until Contractor has met this requirement.

21. **GOVERNING LAW:** This Contract shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, or suit between OSU 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 Marion, for the State of Oregon. Provided, however that if any such claim, action, or suit may be brought only in federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor hereby consents to the in personam jurisdiction of said courts.

22. **AVAILABILITY OF FUNDS:** OSU 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.

23. NOTICE: Any notice pursuant to this Contract shall be validly given if in writing, via e-mail or fax, or sent by registered or certified mail, postage prepaid, to the respective addressees of Contractor and OSU.

24. 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.

25. TAX COMPLIANCE CERTIFICATION. Contractor hereby certifies under penalty of perjury that 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 401.792 to 401.816 and ORS chapters 118, 314, 316, 317, 318, 320, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620.

6. MERGER: THIS CONTRACT CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, 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 SUBMISSION OF A BID OR PROPOSAL BY ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

EXHIBIT A

REFERENCES

(Return completed form with proposal)

REFERENCE FIRM #1

INSTITUTION NAME: _____

ADDRESS: _____

POINT OF CONTACT AT REFERENCE FIRM: _____

PHONE NUMBER OF CONTACT: _____

E-MAIL: _____

REFERENCE FIRM #2

INSTITUTION NAME: _____

ADDRESS: _____

POINT OF CONTACT AT REFERENCE FIRM: _____

PHONE NUMBER OF CONTACT: _____

E-MAIL: _____

REFERENCE FIRM #3

INSTITUTION NAME: _____

ADDRESS: _____

POINT OF CONTACT AT REFERENCE FIRM: _____

PHONE NUMBER OF CONTACT: _____

E-MAIL: _____

**EXHIBIT B
CERTIFICATIONS**

Each Entity must read and comply with the following sections. Failure to do so may result in rejection of offer. By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Entity 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 Entity 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 31 percent 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, understands and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions contained herein (including any attachments); and
2. Are an authorized representative of the Entity, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the offer or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the solicitation and the contract; and
4. Will provide/furnish federal employee identification number or social security number with offer.

Authorized Signature: _____ Date: _____

Name (Type or Print): _____ Title: _____

Telephone Number:(_____) _____ Fax Number:(_____) _____

FEIN ID# or SSN# (required): _____

Construction Contractors Board (CCB) License Number (if applicable): _____

Business Designation (check one):

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Limited Liability Company

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

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