



**UNIVERSITY OF OKLAHOMA**  
**Purchasing Department**  
**2750 Venture Drive**  
**Norman, Oklahoma 73069**

**Mark Keesee CPO, Acquisitions Manager**  
Email: [mark-keesee@ouhsc.edu](mailto:mark-keesee@ouhsc.edu)  
Phone 405-325-8519 Fax 405-360-0481

**BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA**  
**REQUEST FOR QUOTE**  
**Q-16467-16**  
**Issue Date: 03/04/16**  
**Closing Date and Time: 03/15/15 @ 10:00 AM CST**

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The University of Oklahoma invites interested suppliers to submit Quotes for the following:  
Design user interface for Smart-T mobile application.

**Instructions to Respondents:**

A response to this Quote may be returned by fax or email. Responses must include all pages of this quote and returned to me by **10:00 AM, CST, Tuesday, March 15, 2016.**

If you have any questions, please feel free to contact me. My email address, phone and fax numbers, appear at the top of this document.

**Terms Agreed to and Quote Submitted by: (Please type or print)**

Name of Firm\_\_\_\_\_

Name and title\_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

Address\_\_\_\_\_

City/State\_\_\_\_\_

Phone\_\_\_\_\_ Fax\_\_\_\_\_

Email\_\_\_\_\_

**Specifications:** Any product number(s) included are for reference only and not intended to limit competition but to provide an example of desired equipment or product. If bidding an alternative, please also include the specifications.

**Design user interface for the Smart-T mobile application. Design will be 9 to 12 screens.**

**Total Cost: \$ \_\_\_\_\_ USD**

***Cost should include delivery and shipping costs.***

List additional options available and cost \_\_\_\_\_

Please state warranty, included in the price of the above item(s) \_\_\_\_\_

Please state cost of extended warranty of the above items \_\_\_\_\_

Please state term and cost of Maintenance/Service Agreement after warranty expires.

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Please state the estimated delivery date after receipt of order \_\_\_\_\_

Will you accept the University Visa Card? Yes \_\_\_\_\_ or No \_\_\_\_\_

**All pricing shall be exclusive of taxes.  
The University of Oklahoma is exempt from taxes.**

**Invoicing and Payment:** Invoices will be paid in arrears after products have been delivered or services provided. Interest on any late payments is governed by Oklahoma law.

Furnish the Export Control Classification Number (ECCN) for this item if applicable: \_\_\_\_\_

Additional Information as required: \_\_\_\_\_

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**Additional Information to supplier:**

All products will be shipped to the University FOB Destination. The University will not accept possession until delivery.

The University will award to Suppliers whose quote is considered to be in the best interest of the University, as determined by the University.

**Terms and Conditions Required by Oklahoma Law:**

The following terms and conditions represent those that the University has no legal authority to disregard or negotiate. By Oklahoma statute, case law, and/or constitution, the University is bound to observe them and is prohibited from agreeing to any conflicting or modifying language. By delivering the goods, services, warranty coverage, or maintenance coverage referenced in the accompanying order, you agree to these terms and conditions.

With respect to any product, service, or associated warranty or maintenance agreement, if there is a conflict with any of the following terms and conditions, the following terms and conditions shall govern. Any element of any associated agreement forwarded by you, which conflicts with Oklahoma statute, case law, or constitution shall not apply.

The University shall not be bound by the terms and conditions of any separate or related agreement without its having first reviewed it. The University shall not be limited in time with respect to any legal matter related to this transaction. The validity, construction, and enforcement of this Agreement and all disputes that may arise in connection with its performance shall be governed by the laws of the State of Oklahoma without regard to its choice of law provisions. Any legal action relating in any manner to the subject matter of this Agreement shall be filed in a court of competent jurisdiction in the State of Oklahoma, to which jurisdiction and venue the parties expressly agree.

The University agrees to honor your proprietary or confidentiality requirements to the extent allowed by Oklahoma statute. Any liability on your part with regard to any matter or dispute related to this order or associated warranty or maintenance agreement shall be determined and measured according to Oklahoma statute, case law, or constitution. By law, the University is prohibited from indemnifying another entity. Any liability the University may have in connection with this or any related transaction is governed by Oklahoma law.

No deposits or cancellation fees shall apply, and the University accepts no financial liability with respect to any other entity or individual who may be involved in the accompanying transaction. As an agency of the State of Oklahoma, the University may not obligate funds beyond the end of the current fiscal year, and therefore reserves the right to timely cancel any agreement and fix any financial obligation consistent with such limitation. The University shall not pay or reimburse you for any taxes you may be required to pay with respect to this or any related transaction. The University, as an agency of the State of Oklahoma, is covered under the insurance provided by the State, and shall not acquire any additional insurance beyond such coverage. The University may agree to your 30-day payment terms except that determination of default and late payment penalties shall be determined and measured according to Oklahoma statute.

**Laws and Regulations.** Suppliers are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances, and regulations affecting the rights of their employees, and shall protect and indemnify the University, its officers and agents against any claims of liability arising from or based on any violation thereof. To the extent applicable by Okla. Stat. Ann. tit. 25, §1313, or Exec. Order No. 12989, 8 USCA §1324a (Feb. 13, 1996) as amended in 73 Fed. Reg. 33285 (June 6, 2008), Contractor certifies that it is registered with and participates in the Status Verification System ("E-Verify"). Further, in accordance with Okla. Stat. Ann. tit. 68, §2385.32, Contractor verifies that it and its employees are authorized to work in the United States in accordance with the employment authorization found in 8 U.S.C. §1324(a)(4). Supplier further agrees to affirm and certify in writing to the University that:

**Sexual or Violent Offenders Prohibited.** No Supplier, subcontractor or their employee is registered or required to be registered as a sex or violent offender under the Oklahoma Sex Offender Registry, 22 O.S. § 991a or the Mary Rippy Violent Crimes Offender Act, 57 O.S. § 591-599.

**Executive Orders.** As applicable, the provisions of Executive Order 11246, as amended and as supplemented in Department of Labor regulations (41 CFR Part 60-1.4(a), 60-300.5(a) and 60-741.5(a) et. seq.), are incorporated into this Agreement and must be included in any subcontracts awarded involving this Agreement. The parties represent that all services are provided without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, national origin, disability, political beliefs, or veteran's status; they do not maintain nor provide for their employees any segregated facilities, nor will the parties permit their employees to

perform their services at any location where segregated facilities are maintained. In addition, the parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act and the Vietnam Era Veteran's Readjustment Assistance Act of 1974, 38 U.S.C. §4212.

**Debarment from Federal Healthcare Programs.**

Supplier represents and warrants to University that Supplier, its officers, directors, agents, and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs; and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Supplier being excluded from participation in the Federal Healthcare Programs or any state healthcare programs. This shall be an ongoing representation and warranty during the term of this Agreement and Supplier shall immediately notify University of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give the University the right to terminate this Agreement immediately for cause in addition to any other remedies available to it herein or by law.

**Family Educational Rights and Privacy Act (FERPA)**

**Protection of Confidential Data:**

To the extent applicable to this Request For Quote and any subsequent Agreement, Supplier agrees to abide by the limitations on re-disclosure of personally identifiable information from the University's education records as set forth in The Family Educational Rights and Privacy Act (FERPA) (34 CFR § 99.33(a)(2)) and with the terms set forth below. 34 CFR § 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from the University, the educational institution, may use the information, but only for the purposes for which the disclosure was made.

**Definition: Covered data and information (CDI):**

Includes paper and electronic student education record information supplied by University, as well as any data provided by University's students to the Supplier.

**Acknowledgment of Access to CDI:**

Supplier acknowledges that the Agreement allows the Supplier access to CDI.

**Prohibition on Unauthorized Use or Disclosure of CDI:**

Supplier agrees to hold CDI in strict confidence. Supplier shall not use or disclose CDI received from or on behalf of University (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by University. Supplier agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.

**Return or Destruction of CDI:**

Upon termination, cancellation, expiration or other conclusion of the Agreement, Supplier shall return all CDI to University or, if return is not feasible, destroy any and all CDI. If the Supplier destroys the information, the Supplier shall provide University with a certificate confirming the date of destruction of the data.

**Remedies:**

If University reasonably determines in good faith that Supplier has materially breached any of its obligations under this contract, University, in its sole discretion, shall have the right to require Supplier to submit to a plan of monitoring and reporting; provide Supplier with a fifteen (15) day period to cure the breach; or terminate the Agreement immediately if cure is not possible. Before exercising any of these options, University shall provide written notice to Supplier describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S.

Department of Education determines that the Supplier improperly disclosed personally identifiable information obtained from University's education records, University may not allow the Supplier access to its education records for at least five years.

**Maintenance of the Security of Electronic Information:**

Supplier shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of University or its students. These measures will be extended by contract to all subcontractors used by Supplier.

**Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information:**

Supplier shall, within one day of discovery, report to University any use or disclosure of CDI not authorized by this agreement or in writing by University. Supplier's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Supplier has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Supplier has taken or shall take to prevent future similar unauthorized use or disclosure. Supplier shall provide such other information, including a written report, as reasonably requested by University.

**Indemnity:**

Supplier shall defend and hold University harmless from all claims, liabilities, damages, or judgments involving a third party, including University's costs and attorney fees, which arise as a result of Supplier's failure to meet any of its obligations under this agreement.

**Insurance: Minimum Requirements:**

Statutory Workers Compensation	STATUTORY
Public Liability Insurance Bodily Injury: each person	\$1,000,000
Property Damage: each person	\$1,000,000
Per occurrence for all claimants and coverage	\$1,000,000

The successful contractor shall carry on his or her work in accordance with the requirements of the workers compensation law of the State of Oklahoma, and shall not reject the provisions thereof during the life of the contract, he or she shall also protect himself or herself by liability insurance against any and all claims for damages to persons or property which may arise out of operations under the contract, whether such operations be by the contractor of a subcontractor or by anyone directly employed by either of them.

The successful contractor shall purchase and maintain property insurance upon his work at the site to the full insurable value thereof. If this insurance is written with a stipulated amount deductible under the terms of the policy, the contractor shall pay the difference attributable to such deduction in any payments made by the insurance carrier on claims paid by this insurance.

Certificates of such insurance shall be filed with OU and shall be subject to its approval as to adequacy of protection.