



**REQUEST FOR PROPOSAL  
No. BT162909P**

**Digital Production Printing Equipment Lease**

**PROPOSAL DUE DATE AND TIME:**  
March 18, 2013 (2:00M, PST)

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:

- Request for Proposal Issue Date ..... February 18, 2013
- Pre-Proposal Conference ..... February 26, 2013 (10:00 am, PST)
- Deadline for Request for Clarification or Change ..... March 5, 2013 (2:00 pm, PST)
- Proposal Due Date and Time ..... March 18, 2013 (2:00 pm, PST)

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

### 1.02 PRE-PROPOSAL CONFERENCE:

A voluntary Pre-Proposal Conference will be held on Tuesday 2/26/2013 at 10AM meet in the parking lot of the Nypro Building at 4700 Research Way, Corvallis, OR 97333. If you are unable to attend in person but wish to call in, a teleconference number will be available. Please contact the Administrative Contact listed in section 1.04 below for the teleconference number.

### 1.03 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 Request for Proposal. Address all concerns or questions regarding this Request for Proposal to the Administrative Contact identified below:

### 1.04 ADMINISTRATIVE CONTACT:

Name: Bonnie Tufts  
Title: Procurement Analyst  
Telephone: 541-737-7353  
Fax: 541-737-2170  
E-Mail: Bonnie.Tufts@oregonstate.edu

### 1.05 DEFINITIONS:

As used in this Request for Proposal, 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 a Request for Proposal.
- d. "Proposer" means an entity that submits a Proposal in response to a 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" (RFP) means a Solicitation Document 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 INTRODUCTION

Oregon State University (OSU) Procurement and Contract Services (PaCS) is seeking Responsive Responsible Proposers to submit Proposals for OSU to lease digital production printing equipment for OSU's Printing and Mailing Department.

### 2.02 BACKGROUND:

Printing and Mailing is an integral member of the Oregon State University community supporting higher education for students, faculty, and staff. Printing and Mailing employs OSU students enabling them to be better prepared to take their place in the work force, and providing training to the OSU community, enhancing campus understanding of offered services. Printing and Mailing strives to provide the most up-to-date technology to disseminate the University message quickly and with high quality. They are passionate about customer service and strive for enduring partnerships with all OSU colleges and departments.

### 2.03 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 20,000 students from every county in Oregon, every state in the country and more than 90 nations.

## **3.0 SPECIFICATIONS / OPERATING LEASE CONDITIONS**

### 3.01 BASIC EQUIPMENT SPECIFICATIONS:

Proposals should offer equipment which meets the basic equipment specifications detailed in Exhibit A. OSU will award points based on the qualities of the equipment specifications offered by the Proposers

### 3.02 PREFERRED SPECIFICATIONS:

OSU will award additional points for Proposals able to meet the following preferred specifications.

- a. Four (4) paper trays
- b. Delivery of unit in forty-five (45) days of lease execution.
- c. Document handling sheet size maximum 14" x 26" sheets
- d. Demonstrated certification process for Proposer's training staff.
- e. Extra post printer attachments available for the proposed equipment.
- f. Inline or offline clear coater available for this equipment.
- g. Educational Partnership - OSU wishes to include an educational partnership, student development and/or foundation partnership between the successful Proposer and various academic departments (Engineering, Computer Science, Graphic Design, etc...) These partnerships could be in the form of internships, research projects, or the other suggested partnership activities such as those listed below:
  - o Lecture once a month sharing curriculum developed by your company.
  - o Participate in open houses, career fairs, student event activities, and/or sponsorship of specific events.
  - o Assist with student job placement business development activities.

- Work with graphics and engineering students to explain the equipment capabilities and how they can design to the equipment capabilities rather than creating exotic designs which are unable to run on the equipment or the cost to run such a design would be too expensive to be practical.

### 3.03 OPERATING LEASE CONDITIONS:

To follow Oregon Administrative Rules for an operating lease for the digital production printing equipment the proposed lease must meet the following criteria:

- Lease term no more than five (5) years.
- Lease term must be 75% or less of the economic useful life of the equipment.
- Present value of the minimum payments under the lease is less than 90% of the current fair market value of the equipment. Minimum lease payments include any penalty for terminating the lease.

Proposer will submit Proposer's standard operating lease meeting the requirements above as part of Proposal response. OSU will negotiate the final language of the lease terms and conditions with the highest ranked Proposer. If OSU and the highest ranked Proposer are unable to come to agreement, OSU reserves the right to move to the next highest Proposer until successful agreement with a Proposer is reached.

### 3.04 OPERATING LEASE NEGOTIATIONS AND REQUIRED TERMS AND CONDITIONS:

OSU requires that the terms and conditions contained in Exhibit B are included in the final lease. While the exact language may be negotiated, the intent of the language will remain consistent throughout negotiations. Proposers should make sure that any cost associated with providing the services outlined in the required terms and conditions in Exhibit B are included within the Proposer's cost proposal.

### 3.05 SITE INFORMATION/DESCRIPTION:

The installation site is in a warehouse atmosphere with other printing and bindery equipment operating in the same warehouse area. Failure to inspect the site shall not relieve the Contractor from performance of any service, including installation and set-up that may be required to carry out the intent of the contract at no additional cost to OSU.

### 3.06 CONTRACTOR'S ADDITIONAL RESPONSIBILITIES:

The Contractor shall clearly define the electrical requirements and space requirements for installation. The Contractor shall furnish all labor, equipment, permits and supplies required to install the proposed equipment.

Contractor must fully ensure replacement or repair of any and all equipment, furnishings, supplies, building, grounds and walks, streets, grass areas or any other OSU property during the delivery, installation, testing or maintenance of the equipment. Any replacement and /or repairs must be completed to the satisfaction of OSU.

The Contractor must coordinate with OSU to ensure an efficient installation while allowing production to continue with minimal interruption. Contractor shall coordinate the delivery and installation of the equipment with designated OSU Printing and Mailing personnel.

## **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. Proposer must have a minimum of at least six (6) current production installations in the west coast region with the Proposed equipment.

## **5.0 REQUIRED SUBMITTALS**

### 5.01 QUANTITY OF PROPOSAL:

Submit one (1) original Proposal and six (6) duplicate copies. Mark original Proposal as "ORIGINAL". Original should contain original signatures on any pages where a signature is required. Proposals should contain the submittals listed in this section below:

### 5.02 REQUIRED SUBMITTALS:

It is the Proposer's sole responsibility to submit information in fulfillment of the requirements of this Request for Proposal. If pertinent information or required submittals are not included within the Proposal, it may cause the Proposal to be rejected or have an adverse impact on evaluation.

Proposers should submit the following information:

- Description of how the goods and services offered specifically meet the elements described in section 3 including at a minimum the following:
  - Basic equipment specification
  - Preferred specifications
  - Operating lease conditions, and Operating lease negotiations and required terms and conditions.
- Detailed information about how the Proposer meets the minimum qualifications detailed in section 4.
- Copy of Proposer's standard operating lease document
- Exhibit C, Certifications, fully completed.
- Exhibit D, References, fully completed.
- Exhibit E, Pricing, fully completed.
- Exhibit F, Samples printed from the supplied files.

## **6.0 EVALUATION AND AWARD**

### 6.01 EVALUATION:

The stages of review and evaluation are as follows:

- a. Determination of Responsiveness:  
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. Written notice will be sent to Proposers whose Proposal is deemed non-Responsive identifying the reason. A proposer has the right to appeal the decision pursuant to OAR 580-061-130(5)(a).
- b. First Stage Evaluation:  
Those Proposals determined to be Responsive will be evaluated using the required submittals. Proposals will be scored based on the evaluation criteria listed below in section 6.03. Scores will be used to determine Proposer's within a competitive range. The competitive range will be made of Proposers whose individual scores, when viewed together, form a group of the highest ranked Proposers above a natural break in the scores.

OSU may award after the first stage evaluation to the highest ranked Proposer without moving on to the second stage evaluation. If this option is selected, Written notice of intent to award the Contract to the highest ranked Proposer will be provided to all Responsive Proposers.

c. **Second Stage Evaluation:**

If award is not made after the first stage evaluation, OSU may choose any of the following methods in which to proceed:

- i. Issue a Written invitation to Proposers within the competitive range requesting an interview, presentation, site visit or any other evaluative method that is relevant to the goods or services solicited in the Request for Proposal. Written invitations will contain the evaluation criteria and scoring that will be used by the evaluation committee.
- ii. Engage in oral or Written discussions with and receive best and final Proposals from all Proposers in the Competitive Range or all Proposers submitting Responsive Proposals. Discussions may be conducted for the following purposes:
  - o Informing Proposers of deficiencies in their initial Proposals;
  - o Notifying Proposers of parts of their Proposals for which OSU would like additional information; or
  - o Otherwise allowing Proposers to develop revised Proposals that will allow OSU to obtain the best Proposal based on the requirements set forth in this Request for Proposal.

The conditions, terms, or price of the Proposal may be altered or otherwise changed during the course of the discussions provided the changes are within the scope of the Request for Proposal. Best and final Proposals will be scored based on the evaluation criteria listed below in section 6.03.

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 RFP and OSU's needs.

d. **Additional Stages of Evaluation:**

If after completion of the second stage of evaluation, an award is not made, OSU may add another stage of evaluation using any of the methods outlined in the second stage evaluation above.

**6.02 NEGOTIATIONS:**

OSU may commence serial negotiations with the highest-ranked Proposer or commence simultaneous negotiations with all eligible Proposers. OSU may negotiate:

- a. The statement of work;
- b. The Contract price as it is affected by negotiating the statement of work; and
- c. Any other terms and conditions determined by OSU in its sole discretion to be reasonably related to those expressly authorized for negotiation. Accordingly, Proposers will not submit and OSU will not accept for negotiation, any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation.

Terms and conditions within the sample contract that are unrelated to the statement of work or Contract price may be negotiated after award, but before legal sufficiency review or execution of the Contract.

### 6.03 EVALUATION CRITERIA:

Points will be given in each criteria and a total score will be determined. The maximum points available for each criteria are identified below.

<u>Evaluation Criteria:</u>	<u>Points:</u>
Basic Equipment Specifications	35
Preferred Specifications	
• Sheet size 14" x 26"	10
• Extra post printer attachments	10
• Inline or offline clear coater attachment	10
• Delivery 30 days or sooner from contract signature	10
• Educational Partnership Relationship	10
• 4 paper trays	5
• Trainer certification	5
Operational Lease Required Terms and Conditions	
• Service & Maintenance Requirements	30
• Sample Quality	30
• Delivery 45 days from contract completion	5
• Training plan and additional training cost	10
<u>*Pricing/Costs: Base &amp; Service/Maintenance</u>	<u>60</u>
<b>Total</b>	<b>230</b>

\*Pricing will be awarded points based on the lowest total cost to OSU. This will be determined using base cost and band cost per copy cost. The total number of price points available, from this section, will be 60.

- The price used for comparison will be the total of 3 months costs based on the following estimated usage example:
  - Month 1 = 100k color, 25K black/white
  - Month 2 = 250K color, 60k black/white
  - Month 3 = 150k color, 40k black/white
- The proposer with the lowest total cost to OSU, based on the formula above, will receive the maximum amount of price points. Proposers whose total cost is higher than the lowest will receive a fewer number of price points in a relational manner as described below.
  - Proposer A's pricing is found to be \$400 (the lowest).  
Proposer A is awarded 60 Price Points
  - Proposer B's pricing is found to be \$450.  
Proposer B is awarded 53 Price Points (400/450 X 60)

### 6.05 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.

## 7.0 INSTRUCTIONS TO PROPOSERS

### 7.01 APPLICABLE STATUTES AND RULES:

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

### 7.02 REQUEST FOR CLARIFICATION OR CHANGE:

Requests for clarification or change of the Request for Proposal must be in Writing and received by the Administrative Contact no later than the Deadline for Request for Clarification or Change as specified in the Schedule of Events. 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 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 RFP Number and Title.

### 7.03 ADDENDA:

Only documents issued as Written Addenda by PaCS serve to change the Request for Proposal in any way. No other direction received by the Proposer, written or verbal, serves to change the Request for Proposal. PaCS will notify potential Proposers through publication of the Addenda on the OUS procurement website. If you have received a Request for Proposal you should consult the OUS procurement website, 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 the Addendum into their Proposal. Failure to do so may, in effect, make the Proposal non-Responsive, which may cause the Proposal to be rejected.

### 7.04 PREPARATION AND SIGNATURE:

All Required Submittals must be Written or prepared in ink 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 Request for Proposal and all Exhibits and Addenda to the Request for Proposal.

### 7.05 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 192.501(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.

### 7.06 SUBMISSION:

Proposals must be submitted in a sealed envelope and be delivered to the submittal location listed on the Request for Proposal cover sheet no later than the Proposal Due Date and Time. Proposer must specify on the outside of the envelope the Request for Proposal number, the Request for Proposal title and the Proposal Due Date and Time. **E-MAIL OR FACSIMILE PROPOSALS WILL NOT BE ACCEPTED.**

### 7.07 MODIFICATION:

Prior to submittal, Proposers should initial modifications or erasures in ink by the person signing the Proposal. After submittal but prior to the Proposal Due Date and Time, Proposals may be modified by submitting a Written notice indicating the modifications and a statement that the modification amends and supersedes the prior Proposal. After the Proposal Due Date and Time, Proposers may not modify their Proposal.

### 7.08 WITHDRAWALS:

A Proposer may withdraw their Proposal by submitting a Written notice to the Administrative Contact identified in this Request for Proposal prior to the Proposal Due Date and Time. The Written notice must be on the Proposer's letterhead and signed by an authorized representative of the Proposer. The Proposer, or



authorized representative of the Proposer, may also withdraw their Proposal in person prior to the Proposal Due Date and Time, upon presentation of appropriate identification and evidence of authority to withdraw the Proposal satisfactory to OSU.

7.09 LATE SUBMITTALS:

Proposals and Written notices of modification or withdrawal must be received no later than the Proposal Due Date and Time. OSU may not accept or consider late Proposals, modifications, or withdrawals except as permitted in OAR 580-061-0120.

7.10 PROPOSAL OPENING:

Proposals will be opened immediately following the Proposal Due Date and Time at the Submittal Location. Proposer may attend the Proposal opening. Only the names of the Proposers submitting Proposals will be announced. No other information regarding the content of the Proposals will be available.

7.11 PROPOSALS ARE OFFERS:

The Proposal is the Proposer's offer to enter into a Contract pursuant to the terms and conditions specified in the Request for Proposal, its Exhibits, and Addenda. The offer is binding on the Proposer for one hundred twenty (120) days. OSU's award of the Contract constitutes acceptance of the offer and binds the Proposer. The Proposal must be a complete offer and fully Responsive to the Request for Proposal.

7.12 CONTINGENT PROPOSALS:

Proposer shall not make its Proposal contingent upon OSU's acceptance of specifications or contract terms that conflict with or are in addition to those in the Request for Proposal, its Exhibits, or Addenda.

7.13 RIGHT TO REJECT:

OSU may reject, in whole or in part, any Proposal not in compliance with the Request for Proposal, Exhibits, or Addenda, if upon OSU's Written finding that it is in the public interest to do so. OSU may reject all Proposals for good cause, if upon OSU's Written finding that it is in the public interest to do so. Notification of rejection of all Proposals, along with the good cause justification and finding of public interest, will be sent to all who submitted a Proposal.

7.14 AWARDS:

OSU reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof. OSU reserves the right to delete any item from the award when deemed to be in the best interest of OSU.

7.15 LEGAL SUFFICIENCY REVIEW:

Prior to execution of any Contract resulting from this Request for Proposal, the Contract may be reviewed for legal sufficiency by a qualified attorney for OSU pursuant to the applicable Oregon Revised Statutes and Oregon Administrative Rules. Legal sufficiency review may result in changes to the terms and conditions specified in the Request for Proposal, Exhibits, and Addenda.

7.16 PROPOSAL RESULTS:

A notice of intent to award containing the Proposal results will be issued to all Proposers. The Proposal file will be available for Proposer's review during the protest period at the PaCS Department. Proposers must make an appointment with the Administrative Contact to view the Proposal file. After the protest period, the file will be available by making a Public Records Request to OSU.

7.17 PROPOSAL PREPARATION COST:

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

7.18 PROPOSAL CANCELLATION:

If a Request for Proposal is cancelled prior to the Proposal Due Date and Time, all Proposals that may have already been received will be returned to the Proposers. If a Request for Proposal is cancelled after the Proposal Due Date and Time or all Proposals are rejected, the Proposals received will be retained and become part of OSU's permanent Proposal file.

7.19 PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD:

Any Proposer who feels adversely affected or aggrieved may submit a protest within seven (7) calendar days after OSU issues a notice of intent to award a Contract. The protest must be clearly identified as a protest, identify the type and nature of the protest, and include the Request for Proposal number and title. The rules governing protests are at OAR 580-061-0145.

<b>EXHIBIT A</b> <b>Basic Equipment Specifications</b>
---

## 1. Performance

- Minimum B/W Print Speed: 6000 images per hour on 8.5 x 11
- Minimum Color Print Speed: 4000 images per hour on 8.5 x 11
- 600 x 600 DPI
- Screens Minimum: 150 lpi
- Excellent reproduction of graphic curves, font serifs, fine lines, shadow detail, and highlights.
- Front-end workflow ripping system that includes trapping, imposition, and color management tools
- Accurate reproduction of full page screened versions of the following colors.
- Produce large solids and accurately reproduce the following PMS colors compared to the "Pantone Formula Guide/Solid Coated".
  - PMS 1665
  - PMS 470
  - PMS 411
  - PMS 7539
  - PMS Warm Gray 4
  - PMS 5415
  - PMS 5503
  - PMS 141
  - PMS 383
  - PMS 511

## 2. General Features

- Minimum two (2) paper trays and one stacker.
- Maximum efficiency for short-run, fast-turnaround color jobs
- Production tools including imposition, color management, image enhancement, and preflight.
- Flexible Variable Information support -Traditional print and pre-press workflows
- Proposed equipment needs to be in general use in the industry rather than a "concept" machine.

## 3. Document Handling

Input Capacity: 3000 sheets

Monthly Volume Range: 200,000 - 1,200,000+ pages

- Media Types:
  - Coated: gloss, matte, dull, silk
  - Uncoated, textured, specialty stocks
  - Recycled, perforated, tabs, transparencies, a wide variety of labels, synthetics
  - Must be able to print on the full press sheet minus room for bleed
  - Mixed-stock jobs supported at full manufacturers rated speed
- Weight Range:
  - Uncoated: 16 lb. Bond to 130 lb. Cover (60 gsm to 350 gsm)
  - Coated: 60 lb. Text to 130 lb. Cover (90 gsm to 350 gsm)
  - Must be able to duplex on the weight ranges and types specified above with the entire Printable Area both sides of the Sheet.
- Size Range Minimum:
- Minimum: 8.5" x 11" to 13" x 19.2",
- Standard Output: Two carts per stacker; stacker cart holds 12" (3,000 sheets) 80 lb. coated text
- Automatic duplex with wide radius inverter for second side imaging mixed stock jobs supported
- Collation Type: Offset stack delivery
- Can be loaded and unloaded while the press is running

## **Printing Capabilities**

- Print Technology: Digital Color Copier Process
- Controller Type: Choice of controllers based on customer's workflow requirements.

## **Accurate Color Registration**

- Demonstrated high quality color-to-color registration and image-to-paper accuracy
- An edge perfecting system which assures front-to-back and crossover registration Each color directly registered to previous color
- Continuous monitoring of image registration
- Continual Color Calibration – On the fly color correction

## **Software Upgrades and Changes:**

- Rip – must be able to process pantone color and transparencies simultaneously.
- Must be able to RIP and maintain the integrity of files up to and larger than 100MB.
- Network Standard Interfaces:
  - Ethernet 10/100/1000 baseT
  - Protocols: TCP/IP, IPX/SPX, AppleTalk, Net BEUI
- File Support: If any of these files are not supported the proposed solution must be guaranteed to work to our specifications at no additional cost to OSU
  - Postscript level 1, 2, 3
  - PDF 1.6/Acrobat 7 and above
  - EPS
  - Remote Desktop access to production server
  - TIFF, native, and multi-page
  - VIPP
  - .ERN files, example payroll files
  - Adobe – APPE

## **Training**

Proposer must provide at least three-weeks training (one week at the OSU site) on the operation of equipment for two (2) operators, at no additional cost to OSU (excluding travel, meals and lodging). This training must include operation of equipment, use of software and equipment maintenance. This training should ensure that selected OSU personnel are fully and properly trained on this equipment. This training must begin within one (1) week of the completion of the equipment installation. OSU Maintains the right to negotiate regarding offsite training.

## **Educational Partnership**

- OSU wishes to include a student development and/or foundation partnerships between the Proposer and various academic departments (Engineering, Computer Science, Graphic Design etc.) as part of this package. These relationships could be internships, research projects, or other suggested partnership activities such as those listed below:
  - School to Career Programs.
  - Lecture once a month, share curriculum you have developed.
  - Participate in open house, career fair and student event activities, i.e. sponsoring specific events
  - Assist with job placement business development activities.
- Work with graphics and engineering students so they understand equipment and design to it rather than creating exotic designs which cannot be run at all or are too expensive to be practical.

## **Delivery**

Delivery of equipment is to be made F.O.B. Oregon State University within forty-five (45) days, thirty (30) days preferred, after award of the contract. OSU reserves the right to change production unit location.

Machine to be up and fully-functioning (all proposed and required specs are being fulfilled) for 6 continuous weeks before acceptance occurs. Any failure to fulfill this requirement restarts the time before acceptance occurs.

**Service/maintenance Requirements:**

- Online tech support – ability for tech support to see the machine online for repair diagnostics.
- Service/maintenance must be available for the full period of the lease.
- Service/maintenance to be based on the actual volume of copies run each month.
- Service technicians must be authorized by the manufacturer to service the proposed equipment.
- Contractor will be responsible for providing all service that may be required to maintain the equipment in good working condition. Service agreements shall include, but not be limited to the following:
  - All regularly scheduled preventive maintenance service calls as well as regular inspection service calls when the equipment is cleaned, lubricated and adjusted.
  - A maximum four (4) hour service response time is expected on “Special service calls” (service calls made between the regularly scheduled routine preventive maintenance calls and regular inspection service calls) requested by OSU between 7:30 AM to 5:30 PM M-F.
  - All labor, mileage, travel time, related charges for service calls listed above.
  - All replacement parts to be replaced by equivalent equipment as defined by like for like, equal or better equipment.
  - All supplies, except for paper must be included in maintenance cost. This includes, but is not limited to, toner, and other chemistry.
  - Contractor must provide an inventory of parts on site that the operators have been trained to install, maintain, or clean.
  - A total of twenty-six (26) days per year of 24/7 coverage taken in 3 stretches i.e. 10 days, 5 days and 5 days. OSU will require a service contact who can respond immediately to requests for service during these 24 hour a day, 7 day a week periods.
- If equipment cannot be repaired or restored to normal operating service within two (2) work days Contractor is responsible to meet OSU work production scheduled for the Equipment. Contractor is responsible to coordinate all printing and delivery from alternate production sites as needed or furnish replacement equipment of equal specifications and capabilities. All alternate production or equipment shall be delivered at no additional cost to OSU. Replacement may be temporary, or permanent if the original equipment cannot be repaired to the satisfaction of OSU.
- Equipment that continues to have a defect that substantially impairs normal operation or safety, has been repaired 4 or more times for the same defect within a 3 month period or has spent more than 10 days in 3 months out of production operation scheduling shall be replaced with equipment of equal specifications and capabilities.

**EXHIBIT B**  
**OPERATING LEASE REQUIRED TERMS AND CONDITIONS**

a) Liquidated Damages:

Lessor must deliver and install equipment at OSU's designated place of operation within sixty (60) days of Lease execution or a later date set by OSU ("Completion Date"). If the equipment is not delivered and installed at OSU within the specified Completion Date, the delays will interfere with OSU's ability to meet printing production schedules and will result in pecuniary loss and damage to OSU. Lessor's failure to inspect OSU's designated place of operation shall not relieve the Lessor from providing the equipment at the lease price indicated by the specified Completion Date.

The parties agree that in the event of any such delay in delivery and installation under this Lease, any and all damage sustained by OSU shall be the amount set forth in this section. In the event of any such delay, Lessor shall pay the amount as liquidated damages and not as a penalty. OSU, at its option, may deduct amounts due OSU as liquidated damages from any amounts payable to Lessor, or may invoice Lessor as a separate item.

- If the Lessor does not complete delivery and installation on or before the specified Completion Date, Lessor shall pay OSU, as fixed and agreed liquidated damages, the amount of 1/30th of the basic monthly lease charge for each calendar day between the Completion Date specified in this Lease and the date that Lessor has successfully delivered and installed the equipment. The liquidated damages shall apply for maximum of 180 calendar days, in lieu of all other damages due to such non-completion.
- If the delay is more than 30 calendar days beyond Completion Date, OSU, by written notice to Lessor, may terminate Lessor's right to complete delivery and installation and may, at OSU's option, obtain substitute services. In this event, Lessor shall be liable for liquidated damages in the amount specified above until acceptable substitute equipment is delivered and installed or for 180 calendar days from the specified Completion Date, whichever occurs first. Lessor shall be liable for any additional costs associated with obtaining the substitute services.
- Exceptions: Lessor will not be liable for liquidated damages when delays arise out of causes beyond the control and without the fault or negligence of Lessor (delays by Lessor's subcontractors, do not qualify for this exception). Such causes may include, but are not restricted to, acts of God, or of the public enemy, acts of OSU in either its' sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delay must be beyond the control and without the fault or negligence of the Lessor. If the delays are caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Lessor and its subcontractor, and without the fault or negligence of any of them, the Lessor will not be liable for liquidated damages for delays, unless the supplies or services to be furnished by their subcontractors were obtainable from other sources in sufficient time to permit the Lessor to meet the required schedule.

b) Delivery:

Delivery of equipment is F.O.B. OSU's designated place of operation in Corvallis, Oregon, freight prepaid and allowed within sixty (60) days after execution of this Lease. OSU reserves the right to change the designated place of operation within Corvallis at any time prior to Lessor's delivery.

c) Installation:

Lessor shall furnish all services, labor, equipment and supplies required to deliver and install the equipment to OSU's designated place of operation. Lessor is responsible for installing the equipment only to the degree that such installation does not involve physical attachment of the equipment to the facility. If Lessor's equipment requires physical attachment to the facility, Lessor will supervise physical

attachment of the equipment by OSU or OSU's outside contractor. OSU shall enter into a separate contract for installation of the equipment or modification to OSU's facility.

Lessor will provide OSU with equipment site specifications including electrical, structural, plumbing, ventilation or other site specifications necessary to support the proper operation of Lessor's equipment. If required, Lessor will work with OSU for facility site design to accommodate Lessor's equipment. Lessor must coordinate with OSU to ensure an efficient delivery and installation while allowing production to continue with minimal interruption. Lessor shall coordinate the delivery and installation of the equipment with designated OSU Printing and Mailing personnel.

Following installation, Lessor is responsible for performance testing, adjustments and commissioning activities required to certify that Lessor's equipment meets its operational requirements. Lessor will demonstrate successful operation of equipment following installation.

Lessor must fully insure replacement or repair of any and all equipment, furnishings, supplies, building, grounds and walks, streets, grass areas or any other OSU property during Lessor's delivery, installation, testing or maintenance of the equipment. Any replacement and /or repairs must be completed to the satisfaction of OSU.

d) Acceptance:

Equipment to be up and fully-functioning with all of the required elements stated within this Lease fulfilled for six (6) continuous weeks before OSU's acceptance of the equipment occurs. Any failure to fulfill this requirement restarts the time before acceptance occurs.

e) Software:

Lessor shall be responsible for providing the most recent versions of all operating software, print drivers, spoolers, and print languages including PCL and Adobe® PostScript®. Lessor must insure that Rip software stays current as the technologies change (i.e. keeping up with current Adobe Acrobat versions.)

Lessor will provide the following software, licenses and upgrades, in the specified quantities for the term of the Lease:

- Two (2) XMPie uDirect Premiere licenses
- Three (3) uCreate licenses
- Three (3) Pit Stop Pro licenses

Lessor is responsible for providing certified network and technical support to ensure compatibility with OSU systems, network protocols and operating procedures.

f) Service and Maintenance:

Lessor is responsible for providing all service that may be required to repair and maintain the equipment in good working condition with little or no down time. At a minimum, Lessor will provide the following Service and Maintenance to OSU.

i. General Equipment Maintenance:

Lessor will provide General Equipment Maintenance including, but not limited to, the following:

- Preventive maintenance and inspection scheduled at regular intervals sufficient to clean, lubricate, adjust the equipment, and maintain the equipment in optimal working condition.
- All chemicals, parts and supplies necessary for the normal operation of the equipment, except for paper.
- All replacement parts for the equipment. Replacement parts must be equivalent or better than the original part. Replacement parts which are not equivalent and are required to be replaced outside of the General Equipment Maintenance will be at the sole cost of the Lessor. Lessor must provide an inventory of parts on site that the OSU operators have been trained to install, maintain, or clean.

- All labor, mileage, travel time and related charges for the general equipment maintenance and inspection of the equipment.
- Online technician support and the ability for Lessor's technicians to see the machine online and provide repair diagnostics.

General Equipment Maintenance costs will be based on the actual volume of impressions (clicks) run each month.

ii. Standard Support Service:

Lessor will provide Standard Support Service as requested by OSU for specific issues, repair or maintenance outside of the General Equipment Maintenance specified above. Lessor's response time for Standard Support Service requests will be a maximum of four (4) hours, Monday through Friday, between the hours of 7:30 AM to 5:30 PM Pacific Standard/Daylight Time.

iii. Critical Support Service:

Lessor will provide Critical Support Service for a total of twenty-six (26) days during each calendar year of this Lease. The days will be divided into 3 consecutive time-periods (e.g., 10 days, 8 days and 8 days). During Critical Support Service Lessor will provide OSU with service contact(s) who can respond immediately to requests for over the phone technical service 24 hours a day, 7 days per week. This Critical Support Service is in addition to the General Equipment Maintenance and Standard Support Service specified above

g) Equipment Performance:

If Lessor's equipment cannot be repaired or restored to normal operating service within two (2) business days, Lessor is responsible to meet OSU work production scheduled for the Equipment. Lessor is responsible to coordinate all printing and delivery from alternate production sites as needed or furnish replacement equipment of equal specifications and capabilities. All alternate production or equipment shall be delivered at no additional cost to OSU. Replacement may be temporary, or permanent if the original equipment cannot be repaired to the satisfaction of OSU.

Equipment that continues to have a defect that substantially impairs normal operation or safety, has been repaired 4 or more times for the same defect within a 3 month period or has spent more than 10 days in 3 months out of production operation scheduling shall be replaced with equipment of equal specifications and capabilities.

h) Training:

Lessor will provide at least three-weeks training (one week on site in Corvallis, Oregon) for two (2) OSU operators, at no additional cost to OSU (excluding travel, meals and lodging). Training must include operation of equipment, use of software and equipment maintenance. Training should ensure that OSU operators are fully and properly trained on all operational aspects of the equipment. Training must begin within one (1) week of the Completion Date.

OSU may require Lessor to provide additional periodic training (on site in Corvallis, Oregon) on an as needed basis for new operators. OSU will pay Lessor a flat weekly fee as specified in this Lease inclusive of all travel, lodging and per diem. Training objectives and outcomes will be determined between OSU and Lessor at the time training is scheduled.



**EXHIBIT C  
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**

The undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Proposer and that Proposer 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 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and 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.

**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 Request for Proposal and all Exhibits and Addenda to the 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 Request for Proposal and the Contract; and
4. Has provided a correct Federal Employer Identification Number or Social Security Number with the Proposal.

**SECTION IV. PERMISSIVE COOPERATIVE PROCUREMENTS**

If Proposer is awarded a contract from this 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: \_\_\_\_\_

Company: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_

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 D  
REFERENCES**

**REFERENCE 1**

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

---

**REFERENCE 2**

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

---

**REFERENCE 3**

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

---

**EXHIBIT E - Pricing**

PROPOSED EQUIPMENT DESCRIPTION: \_\_\_\_\_

**PRICING:** Indicate the following prices per month for the equipment specified on a 60 month lease:

Section 3.01 Basic Equipment Specifications Cost: Identify the monthly lease cost for equipment meeting Basic Equipment Specifications in Exhibit A

\$ \_\_\_\_\_

Section 3.02 Preferred Specifications ADDITIONAL Cost: Identify the additional monthly lease costs or other unit cost if specified otherwise, if any, that would be incurred for the ADDITION of the following Preferred Specifications to the Basic Equipment Specifications Cost identified above.

- Four (4) Paper Trays + \$ \_\_\_\_\_
- Document handling of 14" x 26" sheet size + \$ \_\_\_\_\_
- \* Extra post printer attachments available for the proposed equipment – describe post printer attachment type in the space provided and indicate the additional cost:
  - Post printer attachment type: \_\_\_\_\_ + \$ \_\_\_\_\_
  - Post printer attachment type: \_\_\_\_\_ + \$ \_\_\_\_\_
  - Post printer attachment type: \_\_\_\_\_ + \$ \_\_\_\_\_
  - Post printer attachment type: \_\_\_\_\_ + \$ \_\_\_\_\_
  - Post printer attachment type: \_\_\_\_\_ + \$ \_\_\_\_\_
- \* Inline or offline clear coater available for the proposed equipment + \$ \_\_\_\_\_
- Delivery of the equipment within forty-five (45) days of lease execution + \$ \_\_\_\_\_ one time
- Educational Partnership + \$ \_\_\_\_\_ one time

\* Include a separate price list for any additional maintenance, supply or consumable costs not covered in the costs identified above for the post printer attachment and clear coater.

Section 3.04 Operating Lease Required Terms and Conditions ADDITIONAL Cost: Identify the additional monthly lease costs or other unit cost if specified otherwise, if any, that would be incurred for the Terms and Conditions identified in Exhibit B.

- a) Liquidated Damages + \$ \_\_\_\_\_ N/A
- b) Delivery of the equipment within sixty (60) days of lease execution + \$ \_\_\_\_\_ one time
- c) Installation + \$ \_\_\_\_\_ one time
- d) Acceptance + \$ \_\_\_\_\_ N/A
- e) Software + \$ \_\_\_\_\_
- f) General Equipment Maintenance

Click Quantity	Color Impressions 11 x 17"	Black Impressions 11 x 17"	Color Impressions over 11 x 17"	Black Impressions over 11 x 17"
Band 1: Up to 250,000	\$ _____	\$ _____	\$ _____	\$ _____
Band 2: 250,001 – 1,000,000	\$ _____	\$ _____	\$ _____	\$ _____
Band 3: Over 1,000,000	\$ _____	\$ _____	\$ _____	\$ _____

- g) Standard Support Service \$ \_\_\_\_\_ per hour
- h) Critical Support Service \$ \_\_\_\_\_ per day
- i) Equipment Performance \$ \_\_\_\_\_ N/A
- j) Training (already included in Basic Equipment Specifications) \$ \_\_\_\_\_ N/A
- k) Additional Periodic Training \$ \_\_\_\_\_ per week
- l) How many clicks at no cost are included per month for each paper size? \_\_\_\_\_

<b>EXHIBIT F</b> <b>Test file printing instructions for required samples</b>
---

- **A box of paper samples and a CD with images will be available at the site visit.** If you are unable to attend the site visit please contact Bonnie Tufts, see section 1.04, to obtain the materials.
- **All samples will be matched against the “Pantone Formula Guide/Solid Coated”**
- **Submit samples exactly as outlined below** without any options. Additional samples may be submitted showcasing other available options such as clear coating or more color options, but should not be in place of the core submissions and should be clearly marked as to what they are.
- **Insure all samples are clearly marked.** Should include line indicating job name, type of paper, and process if applicable

1) CF\_Fall11UniversityWidepdf14x20.pdf

14” x 20” - Large areas of solid black with spot colors and transparency issues  
Print on 80# Sappi Opus 30 Dull Cover White

2) DOC\_card\_5\_25\_final\_v2.pdf

11” x 17” - Spot colors, transparent issues and transparent whites  
Print on 100# Sappi Opus 30 Dull Cover White

3) Kahuna\_10up 2.pdf

8.5” x 11” - OSU business cards with spot color  
Print on 100# Mohawk Via Smooth Cover - 100% PC Cool White

4) pwpchkp\_TEST\_FILE.ERN

8.5” x 11” - Payroll test file. Must be able to print with a background form.  
Must be in correct position for address to fit into a standard #10 window envelope.  
Print on 20# Domtar Tan Color

5) RFP Test File FINAL.pdf

12” x 18” - Test file. Contains spot colors, process colors, image, text, strokes and more.  
Print on 100# Sappi Opus 30 Dull Text White