



REQUEST FOR PROPOSALS

RFP # 2014-01

Satellite or Cable Television Services

ISSUE DATE: March 4, 2014

CLOSING DATE: March 28, 2014

CLOSING TIME: 1:00 PM, Pacific Time

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OREGON INSTITUTE OF TECHNOLOGY REQUEST FOR PROPOSALS

Satellite or Cable Television Services

Section I - Information Regarding Proposal

INTRODUCTION

The Oregon Institute of Technology (“Oregon Tech”) is seeking proposals to select a vendor to provide for Satellite or Cable Television Services for its university housing and other university locations as needed.

Special Notice: The resulting contract from this RFP may also be utilized by Southern Oregon University, Western Oregon University and Eastern Oregon University.

IMPORTANT NOTICE

It will be the responsibility of potential proposers to refer daily to the OUS Procurement Gateway website (<https://secure.ous.edu/bid/>) to check for any available addenda, response to clarifying questions, cancellations or other information pertaining to this Request for Proposals (“RFP”).

Campus Tours:

Prior to the closing Date/Time of this RFP, interested vendors may schedule a campus tour of the facilities. Participation in a campus tour is not required. Please contact Leticia Hill, Leticia.Hill@oit.edu; 541-885-1133 to schedule a tour.

GENERAL INFORMATION

Issuing Office: The Oregon Tech Purchasing and Contract Services Office is the sole point of contact regarding the RFP process. All correspondence should be addressed to:

George Marlton, Exec. Dir. of Purchasing, Contract and Risk Management
Telephone (541) 885-1225
Email: George.Marlton@oit.edu

SCHEDULE OF EVENTS

The timing and sequence of events resulting from this RFP will be ultimately determined by Oregon Tech. This Schedule is illustrative of optimal timing goals, but may be changed.

RFP Issue Date.....	03/04/2014
Deadline for Protest of Specifications	03/11/2014 (5:00 pm, PT)
All Clarifying Questions Due	03/20/2014 (5:00 pm, PT)
Notice of Interest Deadline	03/20/2014 (5:00 pm, PT)
Closing Date (Proposals Due).....	03/28/2014 (1:00 pm, PT)
Finalist Presentations (if required)	04/07/2014 – 04/08/2014
Deadline for Protest of Award	7 calendar days after date on Notice of Award letter
Anticipated Contract Begin Date	09/01/2014

GENERAL PROVISIONS

Oregon Tech reserves the right to reject any and all Proposals received as a result of this RFP. Oregon Administrative Rules Chapter 580, Divisions 61 and 62 govern the procurement process for Oregon Tech.

1. Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the closing deadline, provided that a written request is received by Oregon Tech Director of Purchasing and Contract Services, prior to the Closing date. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2. Notice of Interest. The Notice of Interest (form attached below) should be submitted to the office of the Oregon Tech Director of Purchasing and Contract Services by 5:00 p.m., on the date indicated in the Schedule of Events, via email, fax or hardcopy. In the notice, the Proposer must provide the name of the primary contact person, plus that person's telephone number and email address for communication of information about the RFP, answers to questions submitted by Proposers, and other matters about the selection process. Proposers that complete and return the Notice will receive the same supplementary information. Submission of the Notice of Interest is not a mandatory requirement in order for Proposers to submit a Proposal.

3. Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule of Events, at the Purchasing and Contract Services address or email address as listed in the Contact Information section of the RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements.

The purpose of this requirement is to permit Oregon Tech to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict

competition.

Oregon Tech will consider all requested changes and, if appropriate, amend the RFP. Oregon Tech will provide reasonable notice of its decision to all Proposers that submit a Notice of Interest and on the OUS Procurement Gateway.

No oral or written instructions or information concerning this RFP from Oregon Tech managers, employees or agents to prospective Proposers shall bind Oregon Tech unless included in an Addendum to the RFP.

4. Protests of the RFP/Specifications: Protests must be in accordance with OAR 580-061-0145. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule of Events, at the Purchasing and Contract Services address or email address as listed in the Contact Information section of the RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

5. Addenda: If any part of this RFP is amended, addendum will be provided on the OUS Procurement Gateway website (www.ous.edu/about/bo), with a copy to all parties who submit the Notice of Interest.

6. Post-Selection Review and Protest of Award: Oregon Tech will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is procedural only and creates no right in the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given seven (7) calendar days from the date on the “Notice of Intent to Award” letter to review the file and evaluation report at the Purchasing and Contract Services office and file a written protest of award, pursuant to OAR 580-061-0145. Any award protest must be in writing and must be delivered by hand delivery, mail or email to the address for the Purchasing and Contract Services Office as listed in the Contact Information section of the RFP.

Oregon Tech will consider any protests received and:

- (A) reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- (B) sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, Oregon Tech may name a new apparent successful Proposer; OR
- (C) reject all Proposals and cancel the procurement.

The Oregon Tech Vice President for Finance and Administration or designee will timely respond to the protest after receipt. This decision shall be final.

7. Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of Oregon Tech.

8. Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will

be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance.” ORS 192.500(1). Therefore, non-disclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.

9. Investigation of References: Oregon Tech reserves the right to investigate all references in addition to supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers and any other factor relevant to this RFP. Oregon Tech may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

10. RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by Oregon Tech) or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by Oregon Tech.

11. Clarification and Clarity: Oregon Tech reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear and favorable manner possible.

12. Right to Reject Proposals: Oregon Tech reserves the right to reject any or all Proposals, if such rejection would be in the public interest, as determined by Oregon Tech.

13. Cancellation: Oregon Tech reserves the right to cancel or postpone this RFP at any time or to award no contract.

14. Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of 60 calendar days following the Closing date. Oregon Tech may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

15. Oral Presentations: At Oregon Tech’s sole option, Proposers may be required to give an oral presentation of their Proposals to Oregon Tech, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer’s original Proposal. If the evaluating committee requests presentations, the Issuing Office will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by Oregon Tech. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

16. Usage: It is the intention of Oregon Tech to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

17. Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms listed in Exhibit A – Oregon Institute of Technology Goods and Services Contract, attached hereto and made a part hereof. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 3 and 4 of the "General Provisions" of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP.

18. Review for Responsiveness: Upon receipt of all Proposals, the Issuing Office or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. Oregon Tech reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

19. Rejections and Withdrawals. Oregon Tech reserves the right to reject any or all Proposals or to withdraw any item from the award.

20. RFP Incorporated into Contract. This RFP will become part of the Contract between Oregon Tech and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of Exhibit A.

21. Communication Blackout Period. Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee about the RFP until the apparent successful Proposer is selected, and all protests, if any, have been resolved.

22. Prohibition on Commissions. Oregon Tech will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the proposal process.

23. Ownership of Proposals. All proposals in response to this RFP are the sole property of Oregon Tech, and subject to the provisions of Oregon Revised Statutes ORS 192.410-192.505 (Public Records Act).

24. Clerical Errors in Awards. Oregon Tech reserves the right to correct inaccurate awards resulting from its clerical errors.

25. Rejection of Qualified Proposals. Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions or specifications of the RFP or the Oregon Tech Sample Contract.

26. Collusion. By responding, the Proposer states that the proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, or employee of Oregon Tech has a pecuniary interest in this Proposal.

27. Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from Oregon Tech. Oregon Tech reserves the right to modify the Evaluation Committee make-up in its sole discretion. The committee's recommendations will be forwarded to the Vice President for Finance and Administration, or designee, for final approval.

28. Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by Oregon Tech.

29. Best and Final Offer: Oregon Tech may request best and final offers from those Proposers determined by Oregon Tech to be reasonably viable for contract award. However, Oregon Tech reserves the right to award a contract on the basis of initial proposal received. Therefore, each proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, Oregon Tech may select for final contract negotiations/execution the offers that are most advantageous to Oregon Tech, considering cost and the evaluation criteria in this RFP.

TERM OF CONTRACT

The Contract is expected to begin on or about September 1, 2014, and extend to July 31, 2019, with an option for annual renewals thereafter, subject to the Contractor's continued successful performance as determined by Oregon Tech. Oregon Tech intends to reserve the right upon 30 days' notice to the Contractor to terminate the Contract for its convenience.

DELIVERY OF PROPOSALS

Proposals may be submitted via two methods.

Method #1: An original copy of the Proposal, and an electronic copy (on compact disk) of the complete Proposal must be received on or before **1:00 p.m. Pacific Time, March 28, 2014.** The envelope/package containing the response must be clearly marked "**Response to RFP #2014-01.**"

Method #2: Complete proposals (including all attachments) may be emailed and must be electronically received by **1:00 p.m. Pacific Time, March 28, 2014.** **Email subject line must be "Response to RFP#2014-01."** Proposer **must** telephone and confirm electronic receipt of the complete emailed document(s) before the above time and date deadline. Proposals delayed or lost by email system filtering or failures may be considered at Oregon Tech's sole discretion. **In addition** to electronic submission, the original copy of the Proposal must be postmarked no later than March 28, 2014. The envelope/package containing the Proposal must be clearly marked "**Response to RFP #2014-01.**"

The original Proposal must be signed by an authorized representative of the Proposer. Alterations or erasures shall be initialed in ink by the person signing the Proposal. Proposals may not be submitted by telephone or fax.

It is the responsibility of the Proposer to ensure that Proposals arrive by the closing date and time. **NO LATE PROPOSALS WILL BE ACCEPTED, except as set out in Method #2 of "Delivery of Proposals."** Proposals may be hand delivered, mailed, or e-mailed to:

**Mailing Address including
Hand Delivery, UPS, and FEDEX:**

Procurement and Contract Services
3201 Campus Drive
Snell Hall 112
Klamath Falls, OR 97601-8801

Email:

Purchasing@oit.edu

Proposals will be publicly opened by a designee in the Purchasing and Contract Services Office on the Closing Date.

BACKGROUND

Current Service Description: Oregon tech currently uses Charter Communications to provide Cable TV service in the residence halls. The current service agreement expires October 14, 2014. Service is provided to approximately 633 TV outlets in four residence hall buildings. The cable distribution plant is owned by Charter Communications. The following describes the current service arrangement:

- The basic cable and extended basic cable service line up delivered is listed below.
- The cost for basic service is billed to the applicable department (e.g. Housing, College Union, Athletics).
- Cost for any premium channels not listed in Appendix A is directly billed to the student if a student has any additional services.
- Arrangements for set-top boxes for premium channels or signal conversion is between Charter and the resident student. Housing is not involved in delivery, installation, billing, or any support activities.

Current Channel Lineup

Basic [12 Channels] 2 KOTI - NBC 3 KFBI-LP - MyTV 4 KTVL - CBS 6 KBLN - 3ABN 8 KMVU - FOX 9 KFTS - PBS	10 WGN America - 11 KTVL 2 - CW 12 KDKF - ABC 14 Government Access 15 Government Access 98 KMCW-LP - Telemundo
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Extended Basic [38 Channels] 19 The Weather Channel 20 Charter Media 21 Nickelodeon-West 22 TBS 23 ABC Family 24 HLN 25 AMC 26 Lifetime 27 Spike TV 28 USA 29 A&E 30 CNN 31 The Disney Channel 32 TNT 33 ESPN 34 ESPN2 36 Comedy Central 37 ROOT Sports Northwest 38 TLC 39 Cartoon Network 41 E! 42 Animal Planet	43 MTV 44 FX 46 Discovery Channel 47 FOX News Channel 50 TV Land 53 Travel Channel 54 Food Network 57 SyFy 58 TruTV 61 Bravo - West 64 HGTV/Home and Garden Television 65 National Geographic 66 MSNBC 67 History 70 Oxygen 74 Turner Classic Movies
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SCOPE OF WORK

Purpose: The purpose of this RFP is to select a satellite or cable television service provider to provide high quality, reliable and enhanced television services to Oregon Tech's housing and other locations around the university as needed. Oregon Tech expects that any vendor providing services will utilize technology to provide services such as high-definition (HD), video on demand (VOD), pay-per-view (PPV) and digital video recording (DVR) capabilities. Such services shall be expanded as new technologies are made available.

1. Service Locations. Television service needs to be delivered to the following buildings starting September 1, 2014:
 - Residence Hall
 - Sustainable Village 1
 - Sustainable Village 2
 - Sustainable Village 3
 - College Union
 - Athletics
2. Number of TV outlets and Service Usage. Service is requested for approximately 633 TV outlets for the academic year which is considered to be nine (9) months (September 15 – June 15). Oregon Tech expects service to be available during summer months (June 15 – August 15) and University break periods. Usage during summer and break periods are approximately 633 active TV outlets. Oregon Tech hopes that vendors will price their services recognizing the lower level of usage during summer and break periods. The above approximate numbers are intended for estimation purposes only and service will be based on actual final counts not approximate numbers.
3. Cabling. The vendor shall be responsible for providing cabling for signal distribution in the service areas as outlined in this RFP. Residents are responsible to provide the required cable from the TV jack to the TV. The vendor must agree to transfer title to any new cabling infrastructure to Oregon Tech at the end of the contract term. Any installation work must include all necessary labor, materials, and permits, and be performed by a competent contractor with a current appropriate Oregon Construction Contractor's Board license. The vendor must comply with requirements of the prevailing wage law in ORS 279C.800 through ORS 279C.870. The July 1, 2012 Oregon University System General Conditions for Public Improvement Contracts, hereby incorporated by reference, shall apply to all installation services.
4. Cable TV Service – Basic, Premium, Pay-Per-View. Vendors must include in their proposal the following:
 - A. Basic Service – Vendors must include the channel lineup listed in Appendix A as part of the basic package. Note the local and public access channels must be included.
 - B. Premium Channels.
 - C. PPV Capability.
 - D. Enhanced Features – DVR capabilities and other enhanced features that may be available.

The vendor shall be responsible for any agreements needed with content providers to deliver programming to Oregon Tech.

Should a student choose to subscribe to premium channels or use pay per view capability or signed up for any other enhanced service, the subscription and billing agreement will be directly between the vendor and the student including the installation and responsibility of set-top boxes or

converters. Such billings will be invoiced by account and directly mailed to the student. Oregon Tech will not be responsible for any charges for these services. Any agreement between a student and the vendor must provide for termination at the end of each Oregon Tech Academic Year (as published by Oregon Tech and published at: <http://www.oit.edu/registrar/academic-info/calendars>) without any early termination fee or penalty.

5. Alternate Forms of TV Signal distribution. Oregon Tech is open to alternate forms of delivery.
6. Billing. Vendors shall be required to provide separate billing for Housing and other departments of the university that have cable service.
7. Minimum Level Commitment. Vendors as asked to provide service costs for approximately 633 TV outlets. They should provide a per TV outlet cost (addition or deduct) if the number of outlets differs from 633. Vendors should identify the minimum number of TV outlets Oregon Tech must commit service for their price to remain valid. It is desirable that vendor propose a percentage range for which the price would remain valid beyond which addition or deduction would apply.
8. Trouble Reporting and Problem Resolution. Vendors must:
 - A. Provide a telephone number for reporting problems 24 hours x 7 days.
 - B. Respond within one hour with an update on problem resolution.
 - C. If on-site presence is required to resolve problems, vendors must be on-site within six hours from the time the trouble is reported.
 - D. For emergency service the vendor must be able to have personnel on-site in less than four hours if service restoration requires on-site presence. The University will determine what constitutes emergency service.
 - E. The vendors must check in with Facilities Services or Public Safety (during non-business hours).
 - F. The vendors must be able to handle trouble reporting and problem resolution directly with the resident student.
 - G. All service calls, including equipment replacements must be covered in the monthly rate.
9. Service Level Agreement. Vendors must include as part of their proposal a copy of their service level agreement and clearly identify how they address the service requirements identified in the RFP.
10. Periodic Meetings and Performance Reporting. Oregon Tech requests that the vendor meet periodically (not less than quarterly) to review performance for the past period, system usage, and any outstanding problems and steps being taken to resolve outstanding issues.

Optional

Other Capabilities. Oregon Tech is interested in other value added capabilities that the vendor may be able to provide such as limited internet service. Currently Oregon Tech contracts with Cal-Or for wireless service in its Residence Halls. If residents desire to have greater bandwidth than provided, they contract with Charter Communications for additional services.

Vendors may include in their proposal, other services. If such other services will be offered to residents (not included in the Oregon Tech service), Oregon Tech strongly desires that such services have similar contractual terms such as Academic Term contract durations without early termination fee or penalties.

Section II – Information Required from Proposers

PROPOSAL FORM AND CONTENT

Proposals that do not contain all the information requested in this and other sections may be rejected as non-responsive.

Submission Format

1. The Proposal should be written on standard size (8½" x 11") paper, using generally accessible word processing and document formats conducive to cut-and-paste transfer of information to contracts or other summary documents. MSOffice Suite documents are preferred.
2. Proposers should structure responses as outlined in this RFP. Proposals should be prepared so that responses are specifically addressed in the same order as the requested information identified below and on the Questionnaire. Pages should be numbered consecutively and tabs inserted between sections.

REQUIRED PROPOSAL CONTENT

1. You must complete the **Bidder/Proposer Tax Laws and Non-discrimination Certification** sheet, signed by an authorized company official.
2. The Proposal must also include the following:
 - a. **Title Page or Cover Letter.** The title page or cover letter should indicate the date, subject, name of the Proposer, address, telephone number, e-mail address, name and title of the Proposer's contact person as well as a signature of an authorized official with the authority to negotiate and contractually bind the Proposer.
 - b. **Questionnaire.** Complete and specific answers to the Questionnaire for Proposers. Please respond by restating each question and thereafter providing your answer in order beginning with question 1.
3. **Summary Statement.** The Proposer may, but is not required to, provide a summary statement as to its qualifications, as well as briefly describe (no more than 500 words) any special considerations the Oregon Tech should consider.

EVALUATION CRITERIA

Proposals will be evaluated for completeness and compliance with this RFP. Proposals considered complete will be evaluated to determine if they comply with the administrative, contractual, and technical requirements of the RFP. If the Proposal is unclear, Proposers may be asked to provide written clarification. **Proposals that do not specifically address the scope of work or do not include the complete Proposal Content may be rejected.**

Proposals will be evaluated based on the following criteria and questions outlined in the Questionnaire for Proposers:

- | | |
|---------------------------|-----------|
| 1. Background Information | 20 points |
| 2. Scope of Work | 35 points |
| 3. Cost Proposal | 35 points |
| 4. Quality of Proposal | 10 points |
| 5. References Review | 0 points |

Total possible: 100 points

Section III – Questionnaire for Proposers

Please submit your responses in order beginning with question #1 by restating the question, then providing your answer. Use additional sheets as necessary. Be specific with names and numbers.

1. Background Information

Describe past experience in the successful completion of similar services for higher education. Firms should provide evidence of the successful completion of at least three such projects. Please provide name, address, and telephone numbers of contact person for such projects.

2. Scope of Work

- 2.1. Describe in detail your company's proposed management plan for this project. A management team structure including names and contact information where possible, and services each individual or group will perform. Please be very specific when describing the duties of the individual who will be named the services director or planner.
- 2.2. Describe your company's standard process for problem resolution, including responding to maintenance calls, including standard response times.
- 2.3. Provide a list of all subcontractors, including firm name, address, contact person, and a complete description of the work to be contracted. Please provide descriptive information concerning the subcontractor's organization and abilities.
- 2.4. Describe in detail your company's proposed installation plan, testing plan, implementation plan, communication plan, and service and repair plan.
- 2.5. Provide the list of channels and any additional requirements broken out by service:
 - 2.5.1. Basic and Expanded Basic Service
 - 2.5.2. Premium Channels
 - 2.5.3. Pay per View Capability
- 2.6. Provide a list of all equipment and components such as wiring, cabling, boxes, connectors, etc. that will be used in order to provide the service requested. Detail if there are any specific space, electrical, and cooling requirements for any equipment.

3. Cost Proposal

The Cost Proposal should be based on a 5 year contract term. If the pricing is based on a different duration, specifically identify the proposed duration and describe why it is in Oregon Tech's interest for the alternative duration.

- 3.1. One time Cost. Detail any One Time Costs, if any, for any hardware, software and installation that will be billed to Oregon Tech.
- 3.2. Monthly Cost. Provide the cost to provide service for each outlet for basic and expanded basic channels. The Monthly price must be inclusive of all services, equipment, materials, connectivity and licenses, with no additional charge due or owing by Oregon Tech except for mandatory taxes. The monthly cost shall be paid monthly in arrears.
- 3.3. Add/Delete Cost. Provide the cost, if any, to add a new outlet or delete an outlet.
- 3.4. Minimum Commitment. Identify the minimum number of outlets, if any, that Oregon Tech must subscribe for the monthly outlet price to remain valid.

3.5. Extra Features. Provide the cost for enhanced services.

3.5.1. Premium Channels

3.5.2. Pay-per-view

3.5.3. DVDR console.

3.6. Optional Services. If any optional services are proposed, detail the associated costs.

4. References Review

Provide three references from clients your firm has served in the past three years, including one client that has newly engaged the firm in the past 36 months and one long-term client. Provide the name, address, and phone number of the references.

Section IV – Contract Terms and Required Documents

**Satellite or Cable Television Services
RFP #2014-01**

Notice of Interest

Name of Consultant/Firm: _____

Check One:

_____ Yes, this firm will submit a proposal in response to this RFP. Please forward any addenda to the RFP to my attention.

_____ No, this firm does not anticipate submitting a proposal in response to this request.

Comments:

Signature: _____ Date: _____

Print Name: _____

Title: _____ Phone: _____

Address: _____

Email address for contact: _____

Please return this form no later than March 20, 2014, 5:00 pm, PT to Purchasing@oit.edu.

**BIDDER/PROPOSER
TAX LAWS AND NON-DISCRIMINATION CERTIFICATION
RFP #2014-01**

I, the undersigned, have read all of the terms and conditions of this Request for Proposals, and I understand that if awarded the contract, I and the firm represented herein shall be bound by its terms and conditions and representations made in this response. I certify that Proposer has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

Certified Minority, Women, and Emerging Small Business

For statistical purposes only, please indicate if your firm is an Oregon certified minority, women, or emerging small business: **DBE** **MBE** **WBE** **ESB**

Certificate of Compliance with Tax Laws

I, the undersigned, (Check one)

- hereby certify under penalty of perjury that I am not in violation of any Oregon Tax laws,
- hereby certify under penalty of perjury that I am authorized to act on behalf of Contractor and to the best of my knowledge; Contractor is 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, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620

Business Designation (check one): Corporation Partnership Sole Proprietorship
 Governmental/Non-Profit Limited Partnership Limited Liability Partnership
 Limited Liability Company

Signature: _____ Date: _____
Name: _____ Title: _____
Firm: _____
Address: _____
City/State/Zip: _____ Phone: () _____
e-mail: _____ Fax: _____

Exhibit A
OREGON INSTITUTE OF TECHNOLOGY
GOODS AND SERVICES CONTRACT
Contract #

This Contract is between the State of Oregon, acting by and through its State Board of Higher Education, on behalf of the Oregon Institute of Technology, hereafter called "Oregon Tech" and _____, hereafter called "Contractor." Together, Oregon Tech and the Contractor are referred to as the "Parties" in this Agreement, and individually a "Party"). Oregon Tech's supervising representative for this Contract is _____.

WHEREAS, the Oregon Tech and Contractor desire that Contractor provide the goods and/or services as more particularly described in the "Statement of Work" section of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Effective Date and Duration.** This Contract shall become effective on _____. Unless earlier terminated or extended, this Contract shall expire on _____. However, such expiration shall not extinguish or prejudice Oregon Tech's right to enforce this Contract with respect to: (i) any breach of a Contractor warranty; or (ii) any default or defect in Contractor performance that has not been cured.
2. **Statement of Work.** Contractor will provide the following goods and services:
3. **Consideration:** Subject to the provisions of ORS 293.462, Oregon Tech agrees to pay Contractor, from available and authorized funds, a sum not to exceed \$ _____, for accomplishing the work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements contained in this Contract. Invoices may be submitted to Oregon Tech at:
4. **Terms and Conditions.** The terms and conditions of this Contract are contained on the following page titled "General Contract Provisions."
5. **Notices.** Notices to the Oregon Tech shall be directed and mailed as follows:
6. **Contract Documents.** This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Goods & Services Contract, Exhibits A (Schedule of Fees) and Exhibit B (Insurance Requirements).
7. **Contractor Data.**

Name (tax filing): _____

Address: _____

Phone No. _____

Fax No. _____

MWESB Certification #: _____

DBE MBE WBE ESB

Citizenship, if applicable: Non-resident alien YES NO

Business Designation: (Check one):

Corporation Partnership Limited Partnership Limited Liability Partnership

___ Sole Proprietorship ___ Governmental/Non-Profit ___ Limited Liability Company

GENERAL CONTRACT PROVISIONS

1. **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 or federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), title VI of the civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659.425, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities 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 Oregon Tech official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
2. **Disclosure of Tax ID or Social Security Number:** Contractor must provide Contractor's Social Security number unless Contractor provides a federal tax ID number. The number is requested pursuant to ORS 305.385 and OAR 150-305-100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws. If required, this information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to 31% backup withholding.
3. **Insurance:** Contractor shall provide insurance as indicated on Exhibit B, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. The State of Oregon, the State Board of Higher Education, the Oregon Institute of Technology and their officers and employees shall be included as an additional insureds in said insurance policy. If any of the liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 24 months.
4. **Indemnity, Responsibility for Damages:** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from the conduct of work under this Contract, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. Contractor shall save, defend, indemnify, and hold harmless the State of Oregon, the State Board of Higher Education, the Oregon Institute of Technology 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, and provided that Oregon Tech shall provide Contractor with prompt written notice of any such claim, suit, action or proceeding and reasonable assistance, at Contractor's expense, in the defense thereof. Contractor shall have control of the defense and settlement thereof, but 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 the prior written consent of the Oregon 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, is not adequately defending its interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

5. **Failure to Perform:** If Contractor fails to perform any material obligation under this Contract, and thirty (30) calendar days after receipt of written notice describing with reasonable particularity the character of the default, Contractor has not cured the failure, Oregon Tech may withhold or recoup all moneys due and payable to Contractor under this Contract which relate to the non-performance, without penalty, until such failure to perform is cured or finally adjudicated. This remedy shall be in addition to, and cumulative of, any other remedy available to Oregon Tech, and the exercise of this remedy by Oregon Tech shall not prejudice or impair the availability to Oregon Tech of any other remedy at law or in equity for breach of this Contract.
6. **Remedies:** (a) In the event of termination Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the Oregon Tech, less previous amounts paid and any claim(s) which the Oregon Tech has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to Oregon Tech upon demand. (b) In the event of termination, Oregon Tech shall have any remedy available to it in law or equity. (c) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless Oregon Tech expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to Oregon Tech all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon termination, all cash and securities held in the account shall be delivered by the Contractor to the Oregon Tech or in accordance with the Oregon Tech's written instruction. Any fees remaining outstanding and balances owing to the Contractor may be withheld from the assets delivered to the Oregon Tech or under the Oregon Tech's direction.
7. **Terminations:** (a) This Contract may be terminated at any time by mutual consent of the parties, or by Oregon Tech for convenience upon thirty (30) days' notice to the other party. (b) In addition, the Oregon Tech may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the Oregon Tech, if (i) Federal or state laws, regulations or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or Oregon Tech is prohibited from paying for such Work from the planned funding source; or (ii) Any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed. (c) This Contract may also be terminated by Oregon Tech for default (including breach of Contract) if (i) Contractor fails to provide services called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from Oregon Tech, fails to correct such failures within ten business days.
8. **Representations and Warranties:** Contractor represents and warrants to Oregon Tech that 1) Contractor has the power and authority to enter into and perform this Contract; 2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; 3) the work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; 4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the work. The warranties set forth in this section are in addition to, and not in

lieu of, any other warranties provided.

- a. **Performance Warranty.** Contractor warrants that the goods provided to Oregon Tech shall consistently perform according to the performance characteristics described in the Statement of Work.
 - b. **Service Warranty.** Contractor warrants that the services provided herein to Oregon Tech, if any, will be performed in a workmanlike manner and in accordance with usual industrial standards. Contractor's liability and Oregon Tech's remedy under this services warranty are limited to Contractor's correction of such services, provided that written notice of such alleged defective services shall have been given by Oregon Tech to Contractor. Oregon Tech agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty.
- 9. Hazard Communication:** Contractor shall notify Oregon Tech prior to using products containing hazardous chemicals to which Oregon Tech employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon Oregon Tech's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- 10. Foreign Contractor:** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 11. Taxes - Federal State and Local:** Oregon Tech will not be responsible for any taxes coming due as a result of this Contract, whether federal, state or local. It is agreed that Contractor has anticipated these taxes and included them in the response.
- 12. Non-Appropriation:** Contractor understands and agrees that Oregon Tech's payment of amounts under this Contract is contingent on Oregon Tech receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow Oregon Tech, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.
- 13. Independent Status of Contractor:** The parties will be acting in their individual capacities and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- 14. Waiver:** Failure of Oregon Tech to enforce any provision of the Contract shall not constitute a waiver or relinquishment by Oregon Tech of the right to such performance in the future nor of the right to enforce that or any other provision of this Contract.
- 15. 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.
- 16. Severability:** If any provision of this Contract is 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.
- 17. 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 Tech, the 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 this Contract and for any commitments or expenditures in excess of amounts authorized by Oregon Tech.

- 18. Governing Law:** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between Oregon Tech and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Marion County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS
- 19. Force Majeure:** Neither Oregon Tech nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, terror, or war where such cause was beyond, respectively, Oregon Tech's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 20. Assignment/ Subcontracting:** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of Oregon Tech. No such written approval shall relieve Contractor of any obligations of this Contract, and any transferee or subcontractor shall be considered the agent of the Contractor and bound to perform in accordance with these Contract documents. Contractor shall remain liable as between the original parties to the Contract as if no assignment had occurred.
- 21. Execution and Counterparts:** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- 22. Tax Certification:** Contractor hereby affirms, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge Contractor is not in violation of any of the tax laws described in ORS 305.380(4), which include a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620.
- 23. Captions:** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 24. Delivery:** All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor, unless specified otherwise in the solicitation documents. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and

acceptance, when responsibility shall pass to Oregon Tech except as to latent defects, fraud and Contractor's warranty obligations.

25. Inspections: Goods and services furnished under this Contract will be subject to inspection and test by Oregon Tech at times and places determined by Oregon Tech. If Oregon Tech finds goods and services furnished to be incomplete or not in compliance with the Contract, Oregon Tech, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to Oregon Tech at a reduced price, whichever Oregon Tech deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by Oregon Tech, Oregon Tech may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit Oregon Tech's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080

26. Survival: All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Section 1 of the main Contract entitled "Effective Date and Duration", and then Section 4 "Indemnity, Responsibility for Damages, Section 8 "Representations and Warranties", Section 17 "Access to Records", Section 18 "Governing Law", and this Section 26 "Survival" of the General Contract Provisions of the Contract.

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

IN WITNESS WHEREOF, this Contract has been signed, as of the dates set forth below, by the duly authorized representatives of the respective parties.

CONTRACTOR, Oregon Tech AND OTHER SIGNATURES

, CONTRACTOR

The State of Oregon acting by and through the State Board of Higher Education on behalf of the Oregon Institute of Technology, Oregon Tech

Signature

Date

Signature

Date

Print Name

Print Name

Title

Title

EXHIBIT A – SCHEDULE OF FEES
(Intentionally left blank)

EXHIBIT B - INSURANCE

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Required by Oregon Tech of Contractor with one or more workers, as defined by ORS 656.027.

Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. Required by Oregon Tech Not required by Oregon Tech.

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

3. Required by Oregon Tech Not required by Oregon Tech.

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the State of Oregon, Oregon Tech, the State Board of Higher Education and their divisions, officers, and employees are Additional Insureds but only with respect to the Contractor's services to be provided under this Contract.

4. Required by Oregon Tech Not required by Oregon Tech.

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

5. Certificates of Insurance. As evidence of the insurance coverage required by this Contract, the Contractor shall furnish an endorsement from the insurance company naming the State of Oregon, acting by and through the State Board of Higher Education, on behalf of the Oregon Institute of Technology, its officers and employees as additional insureds with respect to the work of this Contract. Insuring companies or entities are subject to State acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the State. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

6. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to Oregon Tech at the following address: Oregon Tech Purchasing and Contract Office, 3201 Campus Drive, Klamath Falls, OR 97601.