



**REQUEST FOR PROPOSAL  
No. DC190573P**

**Sony Broadcast Cameras  
and  
Associated Equipment**

**PROPOSAL DUE DATE AND TIME**  
February 5, 2018 (10:00 AM, PT)

**SUBMITTAL LOCATION**

Oregon State University  
Procurement, Contracts and Materials Management  
644 SW 13<sup>th</sup> Avenue  
Corvallis, Oregon 97333

OSU Procurement, Contracts and Materials Management Offices are open Monday through Friday 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.

**ELECTRONIC SUBMITTAL ADDRESS**

[bids@oregonstate.edu](mailto:bids@oregonstate.edu)

## **1.0 GENERAL**

### 1.01 SCHEDULE OF EVENTS

- Issue Date..... January 19, 2018
- Deadline for Requests for Clarification or Change..... January 26, 2018 (10:00 am, PT)
- Proposal Due Date and Time..... February 5, 2018 (10:00 am, PT)

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 Pre-Proposal Conference will not be held.

### 1.03 ISSUING OFFICE

The Procurement, Contracts and Materials Management (PCMM) 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: Donna Cain  
Title: Purchasing Analyst 3  
Telephone: 541-737-3423  
Fax: 541-737-2170  
E-Mail: donna.cain2@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 OSU Standard 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 that are intended to represent or convey particular ideas or meanings and are made in electronic form or inscribed on paper by hand, print, type, or other method of impression.

## **2.0 INTRODUCTION AND BACKGROUND**

### 2.01 INTRODUCTION

Procurement, Contracts and Materials Management is seeking Responsive Responsible Proposers to submit Proposals for OSU to lease SONY broadcast cameras and associated equipment that is readily configurable with existing hardware. This new equipment shall assist OSU with increasing the quality of our video board productions. OSU shall negotiate a lease agreement with a term of no more than five (5) years with the awarded Contractor. This will not be a "lease to purchase" or "rent to own" contract.

### 2.02 BACKGROUND

With the integration of an HD control room on campus, OSU desires to lease new SONY broadcast cameras

and associated equipment. This new equipment will assist OSU with increasing the quality of OSU's video board productions.

### 2.03 OREGON STATE UNIVERSITY

Founded in 1868, Oregon State University is a comprehensive, research-extensive, public university located in Corvallis. Oregon State is one of only two American universities to hold the Land Grant, Sea Grant, Space Grant and Sun Grant designations. Oregon State is also the only Oregon institution to have earned both Carnegie Foundation classifications for Highest Research Activity and Community Engagement, a recognition of the depth and quality of its graduate education and research programs.

Through its centers, institutes, Extension offices and Experiment Stations, Oregon State has a presence in all of Oregon's 36 counties, including its main campus in Corvallis, the Hatfield Marine Sciences Center in Newport and OSU-Cascades Campus in Bend. Oregon State offers undergraduate, master's and doctoral degrees through 11 academic colleges, the Honors College, Graduate School and online Ecampus, enrolling more than 31,000 students from every county in Oregon, every state in the country and more than 110 nations.

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

### 3.01 BASIC EQUIPMENT SPECIFICATIONS:

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

### 3.02 OPERATING LEASE CONDITIONS

To follow the terms and considerations for entering into a lease with OSU for SONY broadcast cameras and associated equipment, the proposed lease must meet the following criteria:

- a) Lease term no more than five (5) years.
- b) Lease term must be 75% or less of the economic useful life of the equipment.
- c) Present value of the minimum payments under the lease is less than 90% of the current fair market value of the equipment.

Proposer shall submit Proposer's standard operating lease agreement meeting the requirements above as part of the Proposal response. OSU shall 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 a successful agreement with a Proposer is reached.

### 3.03 OPERATING LEASE NEGOTIATIONS AND REQUIRED TERMS AND CONDITIONS

OSU requires that the terms and conditions contained in Exhibit A are included in the final lease agreement. 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 is outlined in the required terms and conditions in Exhibit A and are included within the Proposer's cost proposal.

### 3.04 SITE INFORMATION / DESCRIPTION

Equipment shall be utilized to provide video coverage of events for in-arena entertainment and telecasts produced by OSU. Equipment shall be used in Oregon State University Athletics venues that include both indoor and outdoor venues. Rain covers and other measures shall be used to protect equipment against the elements in outdoor use.

### 3.05 CONTRACTOR'S ADDITIONAL RESPONSIBILITIES

The Contractor must fully ensure replacement or repair of any and all equipment during the delivery, testing (if applicable) or maintenance of the equipment. Any replacement and/or repairs must be completed to the satisfaction of OSU.

Contractor shall coordinate the delivery of the equipment with designated OSU Intercollegiate Athletics personnel.

### 3.07 ONGOING SUPPORT SERVICES

Contractor lease pricing shall include all cost associated with provision, equipment maintenance and/or repair/replacement, support, removal for the duration of the lease term. Support must include Proposers Service Level Agreement (SLA), which describes onsite assistance, remote technical assistance and associated response times.

## **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.

- a. Proposer shall be an authorized reseller of the requested equipment.
- b. Proposer has been an authorized reseller of the equipment for five (5) years or more.

### 4.02 PREFERRED QUALIFICATIONS

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

- a. Proposer has experience providing similar equipment to universities and colleges.
- b. Proposer has experience providing similar equipment to an Athletic Program.

## **5.0 REQUIRED SUBMITTALS**

### 5.01 QUANTITY OF PROPOSALS

Submit one (1) electronic or hard copy via any of the methods detailed in the section below titled SUBMISSION. If submitting via hard copy, include one (1) electronic copy (PDF format) of Proposal on CD/DVD/flash drive. Proposals should contain original signatures on any pages where a signature is required (in the case of electronic submissions, either electronic signatures or scans of hand-signed pages should be included). 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. Required submittals in the checklist below **must** be included in the Proposal or it will cause the Proposal to be deemed non-responsive. **This checklist is provided solely for the convenience of the Proposer.**

Proposers **must** submit the following:

<b>Required Submittal Description</b>	<b>PROPOSER CHECKLIST</b>
1) Description of how the goods or services offered specifically satisfy the specifications described in section 3 including, at a minimum, the following: - Basic equipment specifications - Preferred specifications - Operating Lease: Conditions and Operating lease negotiations and required terms and conditions.	<input type="checkbox"/>
2) Detailed information about how the Proposer meets the minimum qualifications described in section 4.	<input type="checkbox"/>
3) Detailed information about how the Proposer meets the preferred qualifications described in section 4.	<input type="checkbox"/>
4) Copy of the Proposers standard equipment lease agreement.	<input type="checkbox"/>
5) Exhibit B: Certifications, fully completed	<input type="checkbox"/>
6) Exhibit C: References, fully completed	<input type="checkbox"/>
7) Exhibit D: Pricing, fully completed	<input type="checkbox"/>

## **6.0 EVALUATION**

### **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, that are materially incomplete, that do not meet the minimum requirements, or that are submitted by Proposers who does not meet minimum qualifications 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 OSU Standard 580-061-130(5).

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. Scores will be used to determine Proposers 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 reserves the right to ask follow-up questions of Proposers during first stage evaluations. The questions will be for the purpose of clarification of information already contained in submittals and not be an opportunity to submit additional documentation or change existing documentation.

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, or an award may be made directly without notice of intent in those instances of a single Responsive Proposer.

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:
  - Informing Proposers of deficiencies in their initial Proposals;
  - Notifying Proposers of parts of their Proposals for which OSU would like additional information; or
  - 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.

Points awarded in the first stage evaluation will not be carried to the second stage evaluation. If a second stage evaluation of all Proposers does not produce an award that is in OSU's best interest, OSU may return to the first stage evaluation to advance additional Proposers to a second stage evaluation.

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 EVALUATION CRITERIA

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

<u>Evaluation Criteria</u>	<u>Points</u>
Proposal relative to Section 3	50
Proposer's qualifications relative to the preferred qualifications	15
Price of the goods or services	35
<b>Total</b>	<b>100</b>

## 6.03 NEGOTIATIONS

OSU may commence serial negotiations with the highest ranked Proposer or commence simultaneous negotiations with all Responsive Proposers within the competitive range. 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 as determined by OSU.

## 6.04 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 may postpone the award or execution of the Contract after the announcement of the notice of intent to award in order to complete its investigation.

## 6.05 CONTRACT AWARD

Contract will be awarded to the Proposer who, in OSU's opinion, meets the requirements and qualifications of the RFP and whose Proposal is in the best interest of OSU. If a successful Contract cannot be completed after award, OSU may conclude contract negotiations, rescind its award to that Proposer, and return to the most recent RFP evaluation stage to negotiate with another Proposer(s) for award.

# **7.0 INSTRUCTIONS TO PROPOSERS**

## 7.01 APPLICABLE STATUTES AND RULES

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

## 7.02 COMMUNICATIONS DURING RFP PROCESS

In order to ensure a fair and competitive environment, direct communication between OSU employees other than the Administrative Contact or other PCMM representative and any party in a position to create an unfair advantage to Proposer or disadvantage to other Proposers with respect to the RFP process or the award of a Contract is strictly prohibited. This restricted period of communication begins on the issue date of the solicitation and for Proposer(s) not selected for award ends with the conclusion of the protest period identified in OSU Standard 580-061-0145(3) and for Proposers(s) selected for award ends with the contract execution. This restriction does not apply to communications to other OSU employees during a Pre-Proposal conference or other situation where the Administrative Contact has expressly authorized direct communications with other staff. A Proposer who intentionally violates this requirement of the RFP process or otherwise deliberately or unintentionally benefits from such a violation by another party may have its Proposal rejected due to failing to comply with all prescribed solicitation procedures. The rules governing rejection of individual solicitation responses and potential appeals of such rejections are at OSU Standard 580-061-0130.

## 7.03 MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS

Unless qualified by the provision "NO SUBSTITUTE" any manufacturers' names, trade name, brand names,

information and/or catalogue numbers listed in a specification are for information and not intended to limit competition. Proposers may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If Proposals are based on equivalent products, indicate in the Proposal form the manufacturers' name and number. Proposers shall submit with their Proposal, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous Proposal will not satisfy this provision. Proposers shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals that do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to provide an alternate brand will be received and considered in complete compliance with the specification as listed in the RFP.

#### 7.04 REQUESTS 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 must be clearly marked as a Request for Clarification or Change and include the RFP Number and Title.

#### 7.05 ADDENDA

Only documents issued as Written Addenda by PCMM 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. Addenda will be publicized on the OSU procurement website. Proposers are advised to consult the OSU procurement website prior to submitting a Proposal in order to ensure that all relevant Addenda have been incorporated into the Proposal. Proposers are not required to submit Addenda with their Proposal. However, Proposers are responsible for obtaining and incorporating any changes made by Addenda into their Proposal. Failure to do so may make the Proposal non-Responsive, which in turn may cause the Proposal to be rejected.

#### 7.06 PREPARATION AND SIGNATURE

All Required Submittals must be Written or prepared in ink and signed 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.

#### 7.07 PUBLIC RECORD

Upon completion of the Request for Proposal process, information in all Proposals 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.

#### 7.08 SUBMISSION

Proposals must be received in the PCMM office no later than the Proposal Due Date and Time; it is the Proposer's responsibility to ensure that the Proposal is received prior to the Proposal Due Date and Time indicated in this RFP, regardless of the method used to submit the Proposal. Proposals may be submitted via the following method(s):

- 1) Electronic copy in PDF format included as attachment(s) in an e-mail sent to [bids@oregonstate.edu](mailto:bids@oregonstate.edu). The e-mail subject line should contain the RFP No. and RFP title. Only those Proposals received at this e-mail address by the Due Date and Time will be considered Responsive; do not e-mail a copy of the Proposal to any other e-mail address. Proposals submitted directly to the Administrative Contact e-mail address will NOT be considered Responsive. It is highly recommended that the Proposer confirms receipt of the email with the Administrative Contact noted above or by calling 541-737-4261. The Administrative Contact may open the e-mail to confirm receipt but will NOT verify the integrity of the attachment(s), answer questions related to the content of the Proposal, or address the overall Responsiveness of the Proposal.
- 2) Hard copy in a sealed package or envelope dropped off in person or delivered to the submittal location listed on the Request for Proposal cover sheet. The package or envelope should be addressed to the

Administrative Contact. It is highly recommended that the Proposer confirms receipt of the Proposal with the Administrative Contact prior to the Proposal Due Date and Time.

All Proposals, including those submitted through electronic methods (if allowed), must contain Written signatures indicating intent to be bound by the offer. If the Proposer submits multiple versions of the Proposal via different methods and does not explicitly direct OSU as to which version to use, OSU will determine which version of the Proposal will be used for evaluation.

#### 7.09 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.

#### 7.10 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.

#### 7.11 LATE SUBMITTALS

Proposals and Written notices of modification or withdrawal must be received no later than the Proposal Due Date and Time (in the case of electronic submissions, the time/date stamp of the email received at the PCMM office must be no later than the Proposal Due Date and Time). OSU may not accept or consider late Proposals, modifications, or withdrawals except as permitted in OSU Standard 580-061-0120. Sole responsibility rests with the Proposer to ensure OSU's receipt of its Proposal prior to the Proposal Due Date and Time. OSU shall not be responsible for any delays or misdeliveries caused by common carriers or by transmission errors, malfunctions, or electronic delays. Any risks associated with physical delivery or electronic transmission of the Proposal are borne by the Proposer.

#### 7.12 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.

#### 7.13 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.

#### 7.14 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.

#### 7.15 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.

#### 7.16 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.

#### 7.17 LEGAL REVIEW

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

#### 7.18 PROPOSAL RESULTS

A Written notice of intent to award will be issued to all Proposers. The Proposal file will be available for Proposer's review during the protest period at the PCMM 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 Office of General Counsel.

#### 7.19 PROPOSAL PREPARATION COST

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

#### 7.20 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.

#### 7.21 PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD

Any Proposer who feels adversely affected or aggrieved may submit a protest within three (3) business 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 OSU Standard 580-061-0145.

**EXHIBIT A**  
**OPERATIONAL LEASE REQUIRED TERMS AND CONDITIONS**

**1) Liquidated Damages:**

- a) Lessor must deliver the equipment at OSU's designated place of operation within thirty (30) days of Lease execution or a later date set by OSU ("Completion Date").
- b) The parties agree that in the event of any such delay in delivery 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 on or before the specific Completion Date, Lessor shall pay OSU, as fixed and agreed liquidated damages, the amount to 1/30<sup>th</sup> 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 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 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 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 of causes beyond the control and without the fault or negligence of Lessor (delays by Lessor's subcontractors, do not qualify for this exception).

**2) Delivery**

Delivery of equipment is FOB. 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.

**3) 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:

a.) General Equipment Maintenance

Lessor shall provide general equipment maintenance including, but not limited to, the following:

- Preventative maintenance and inspection scheduled at regular intervals sufficient to maintain the equipment in optimal working condition.
- All replacement parts for the equipment. Replacement parts must be equivalent or better than the original part.
- Provide on-line tech support.

b.) Standard Support Service

Lessor shall 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 shall be a maximum of four (4) hours, Monday through Friday, during normal operating hours.

c.) Critical Support Service

Lessor shall provide critical support service contacts who can respond immediately to requests for over the phone technical service 24 hours a day.....???? The critical support service is in addition to the general equipment maintenance and standard support service specified above.

**4) 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's schedule for the Equipment. 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, has been out of operation more than 10 days in 3 months, shall be replaced with equipment of equal specifications and capabilities.

**EXHIBIT B  
CERTIFICATIONS**

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

**SECTION I. OREGON TAX LAWS**

The undersigned hereby certifies under penalty of perjury that the Proposer, to the best of the undersigned's knowledge, is not in violation of any tax laws described in ORS 305.380(4).

**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 OSU Standard 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

**EXHIBIT C  
REFERENCES**

**REFERENCE 1**

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

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**REFERENCE 2**

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

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**REFERENCE 3**

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

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**EXHIBIT D  
PRICING**

If available, please provide pricing for an **OPERATING LEASE** of the following equipment in alignment with the services described in Section 3.0 of the RFP.

**NOTE: All costs must be in US Dollars.**

	Item Code	Description	Qty	Unit Price	Total
1	HSC100R	Sony HSC-100R Digital Triax Broadcast Camera	4		
2	HSCU300R	Sony Camera Control Unit for the HSC-100R Camera	4		
3	SO-HDVF20A	Sony 2-inch Type HD BNV CRT Viewfinder	2		
4	HDVFL770	Sony 7-inch LDC HD View Finder	4		
5	XA77x9 .58 ESM-E/DFS	Fujinon HD 2/3" Digi Power 77x9.5 Field Zoom Lens w/SS21D Digital Full Servo controls & Image Stabilizer	2		
6	XA77X CASE	Fujinon Plastic Shipping Case for XA77x Lens	2		
7	MTO-SS-S 7-9MON	Shooter Slicker MTO-S5-S Raincover for Studio Camera with Box Lens and 7-9" Monitor (Slate)	3		
8	MTO-S10-S 10MON	Shooter Slicker MOT-S10-S 1 OMON Raincover for ENG/EFP Studio Camera (Slate)	2		
9	1X Sony SVBK1FS5KP	Sony 4K XDCAM Camera System with Super 35 CMOS Sensor with 18-105mm E-Mount Zoom f/4 G OSS Lens	1		
10	RCP1500	Sony remote control Panel (Standard)	1		
11	JCS	Jason Cases Custom Large Pelican	4		
12	CINSTUDMFT/UHD/MR	Blackmagic Design Micro Studio Camera 4K	3		
13	H-HSA35100	Panasonic Lumix G X Vario 35-100mm f/2.8II Power O.I.S. Lens	1		
14	H-X012	Panasonic Leica DG Summilux 12mm f/1.4 ASPH Lens	2		
15	PA-BNC-F/Din-1FH	Pro Video Accessories BNC Female to Din 1.0/2.3 RG-59 SDI Cable	18		
16	1650-020-110	Pelican 1650 Case with Foam Set Black	3		