

**WESTERN OREGON UNIVERSITY
INVITATION TO BID
CAMPUS CABLE TELEVISION SERVICES**

Scope

The State of Oregon acting by and through its Board of Higher Education, on behalf of Western Oregon University, hereinafter, "WOU" or the "University", is issuing an Invitation to Bid for providing cable television services to WOU Residence Halls and other areas on campus. Attachment A provides the approximate number and location of units and cable connections. The initial term of the Contract will be for a period of three (3) years, from September 1, 2008 through August 31, 2011 ("Initial Contract Term"). Upon mutual agreement of the parties, the Contract may be renewed for two additional one-year terms.

Time Table

Issuance and advertising of Bid	July 17, 2008
Mandatory Pre-Bid Walkthrough	July 24, 2008 9:00 am
Deadline for Requests for Clarification/Modifications or Protests	July 28, 2008 4:00 pm
Bid Closing Date/Time	August 6, 2008 2:00 p.m.

Bid Format and Submission

Bids must be submitted on the enclosed Bid Response/Signature Page, sealed in an envelope indicating the opening date and time, and received by the WOU Business Office no later than the time specified above, at which time Bids will be publicly announced and read aloud. Bids and a copy of Bidder's current Franchise Agreement, Price Lists and Service Level Guarantees, as available, must be mailed or delivered to the Issuing Office at the following address:

Western Oregon University
Business Office- Attention Susanne Kinney
345 N. Monmouth Ave.
Monmouth, OR 97361

NO ORAL, E-MAIL OR FACSIMILE BIDS WILL BE ACCEPTED.

All Bids are subject to the provisions and requirements of the applicable Oregon Revised Statutes and the Oregon Administrative Rules.

Signature on Bid

The Bid Response/Signature Page must be signed in ink by an authorized representative of the Bidder. Signature on this document certifies that the Bid is made without connection with any person, firm, or corporation making a Bid for the same goods or services and is in all respects fair and without collusion or fraud.

Signature on this document also certifies that the Bidder has read, fully understands, and agrees to be bound by the ITB, which includes the instructions to Bidders, the Oregon System of Higher Education, Western Oregon University Standard Service Contract Clauses, and all attachments and Addenda to this ITB. No consideration will be given to any claim resulting from bidding without comprehending all requirements of the ITB.

Bids are binding upon the Bidder for thirty (30) days after the Closing Date.

Mandatory Pre-Bid Walkthrough

A mandatory pre-bid walkthrough is scheduled for July 24, 2008 at 9 am. Potential bidders should meet Teresa Bybee in the first floor lobby of the Administration Building on the Western Oregon University campus in Monmouth, Oregon. Please contact Teresa Bybee at 503-838-8010 if directions are needed.

Protest of Bid Specifications and Requests for Clarifications

A Bidder who believes the specifications are unnecessarily restrictive or limit competition may submit a Protest, in writing, to the WOU representative listed below. A Bidder who does not understand the specifications may also submit a request for clarification, in writing, to the WOU representative listed below. To be considered, Protests and requests for clarifications should be submitted via email, facsimile, or in person to the representative listed below, and they must be received by the WOU representative by the date set forth above:

Stan Hagen, C.P.A.
Contract and Project Officer
Western Oregon University
345 N Monmouth Ave
Monmouth, OR 97361

Phone 503-838-8174
Fax: 503-838-8014
Email: hagens@wou.edu

No information obtained in any conversation with any WOU representative will serve to change the requirements of the ITB.

Bid Evaluation

The Contract will be awarded based on the lowest responsive "monthly rate per unit" bid. WOU reserves the right to accept or reject all or any part of any Bidder's offer and to reject any Bid not in compliance with all prescribed public procurement procedures and requirements, and to reject for good cause any or all Bids upon finding by WOU it is in the public interest to do so.

Award Notice

The Apparent Successful Bidder will be notified of its Apparent Winning Bid. All other Bidders will be notified that the Apparent Successful Bidder has been selected. Upon final approval to proceed by WOU, a Contract will be drawn which will include by reference this ITB and all specifications, terms, and provisions herein, the Successful Bidder's Bid, and any additional contractual language as may be required by WOU or by law.

Award Protest

Unsuccessful Bidders may protest the selection process, Contract award, or if applicable the rejection of their Bid. The Protest must be in writing and must be received in the Issuing Office no later than seven (7) calendar days after receiving notification of the pending award to another Bidder or no later than seven (7) calendar days after receiving notice of Bid rejection, whichever is applicable. The Protest must state with clarity the issue protested, and the rationale and basis for such Protest.

Terms and Conditions

WOU's consideration of Service Provider's bid is contingent upon Service Provider's acceptance of all WOU Standard Service Contract Clauses attached to this Solicitation (Attachment C). In the event of a conflict between WOU's Standard Service Contract Clauses and any additional Terms and Conditions proposed in Service Provider's response to this Solicitation, a condition of the parties' entering into a Contract will be that WOU's Standard Service Contract Clauses will prevail over any conflicting provisions proposed in Service Provider's response.

Scope of Services/Specifications

Service Provider shall provide and WOU shall purchase expanded basic cable television service ("the Programming") and maintenance services, as specified below. Service Provider shall not make any changes to the Programming offered to WOU which is not also provided to all of its other subscribers in

the WOU Service Area. Service Provider shall provide the Programming and connections as listed in Attachment A and Attachment B. Service Provider shall provide full service to all of the cable connections from September 15 through June 15 annually and due to lower occupancy during the summer months, Service Provider shall provide the Programming and connections to approximately 240 cable connections from June 16 - September 14. The number of units and cable connections listed on Attachment A are approximations and are subject to increase or decrease. (Some units have more than one connection, but Service Provider's monthly rate shall be per unit with no additional amounts due for extra connections.) The numbers of units and connections are provided in this ITB for evaluation purposes only.

The Programming

The Programming and initial channel offerings must include those listed in Attachment B. Bidder may offer additional channels, but they will not be considered in awarding the Contract.

Service Provider must provide students or residents with the option to sign-up for additional premium channels or digital services ("Premium Services"), but will not include the charges for any Premium Services in the monthly invoice to WOU. Any Premium Services must be billed directly to the student or resident, separate from the Contract with WOU. Premium Services and prices will not be considered in awarding the Contract.

Deletion of Services

Subject to Service Provider's program licensing agreements, WOU, in its sole discretion, may delete or prohibit access to some of the Service Provider's individual programming services or channels. Service Provider is responsible for the costs to filter out those services in compliance with all applicable FCC Rules and Regulations.

Future Changes to the Number of Units or Connections

WOU, in its sole discretion, may increase or decrease the number of units or cable connections under this Contract for services at any time during the Term of the Contract. Any adjustment to the number of units will be charged at the then current unit rate.

Cable Plant

Service Provider will use the existing cable plant, owned by WOU, to deliver the Services. The head-end is located in the Administration Building Basement and connects to all current locations listed on Attachment A. Our fiber backbone is Singlemode fiber between buildings. Service Provider shall maintain and repair all necessary components of the cable plant to ensure the quality of Services as set forth herein. The cost of such maintenance and repair shall be included in the monthly unit rate. Upgrades to WOU's cable plant, only if requested and approved by WOU, shall be at Service Provider's then current time and materials rate. Service Provider shall maintain, repair, and upgrade its own network and equipment at its sole cost.

Service Levels and Service Interruption

Service Provider shall meet or exceed the performance standards set by the FCC and in its Franchise Agreement, through-out the Term of the Contract, including through and after February 17, 2009. If the Services are interrupted or discontinued to any unit, Service Provider shall take such action, as appropriate to restore Services. Service Provider shall respond to any interruptions affecting Services in a Residence Hall within 24 hours and to any individual unit within the lesser of two (2) business days or as called for by FCC and Franchise requirements. Service Provider shall provide WOU or the student or resident, as applicable, with a credit equal to one day's charges for each full day Service is not available, on a per unit basis. If the interruption or discontinuance is due to some occurrence beyond the reasonable control of Service Provider, such discontinuance or interruption shall not be considered to be a breach of this Contract, but WOU or student or resident shall be entitled to the above credit.

Franchise Obligations

Service Provider, at its sole cost, shall maintain all licenses, permits, franchise agreements, and other authorizations related to its provision of the Services. The parties acknowledge that the Service Provider

is subject to the provisions of the Franchise and to the provisions of applicable federal and state laws and regulations. Any duty or promise of Service Provider under this Contract which conflicts with any provision of the Franchise, or with applicable federal or state laws or regulations, is to that extent void.

Bidder shall submit a copy of its current Franchise Agreements, Price Lists and Service Level Guarantees, as available, with its Bid.

Costs and Fees

WOU will pay Service Provider based on a 9-month billing cycle or a prorated 12-month billing cycle each year for the Programming and other services in accordance with the billing specifications below. Service Provider can select most convenient billing method. The monthly rate per unit shall include all costs fees, surcharges, taxes or other charges related to the Services. Rates bid by Service Provider shall remain constant for entire Initial Contract Term. After the Initial Contract Term, Service Provider may increase the monthly charge for Programming upon providing written notice on or before May 1, 2011. Any proposed increase shall not exceed 3% of existing Contract amount.

Billing

Service Provider shall bill WOU on a monthly rate basis for the Services, based upon the number of units that actually received Services. The billing amount is the number of units times the monthly rate per unit. WOU shall pay all undisputed amounts within thirty (30) days after the end of the month for which payment is due. Overdue payments shall accrue interest as permitted by ORS 293.462.

If any student or resident has requested Premium Services, Service Provider shall bill the student or resident directly for such Premium Services. Service Provider acknowledges and agrees that WOU shall bear no liability for Premium Services ordered by and rendered to students or residents on agreements entered into between Service Provider and students or residents, which liability WOU expressly disclaims.

Recyclable Products

Service Provider will use recyclable products to the maximum extent economically feasible in the performance of the Contract.

WOU Cable TV Connections

ATTACHMENT A

Location	# of Rooms	# of Apartments	# of Other Spaces: (Lounge, Dining, Fitness Ctr, Conf. Rm)	# In Service 9/15-6/15	# In Service 6/16-9/14
Alderview		16	0	16	16
Arbor Park (Spruce, Noble and Cedar Halls)	210	54	1	265	100
Arbuthnot	75	0	4	4	4
Barnum	40	1	1	42	5
Butler	37	1	1	37	5
Family Housing		16	0	16	16
Fitness Center			1	1	1
Gentle	40	1	1	41	5
Heritage	218	2	1	221	41
Landers	162	1	1	164	40
Univ Res Conf Rm			1	1	1
Maaske Hall			2	2	2
Werner Center			1	1	1
Valsetz Dining Hall			1	1	1
Hamersly Library			2	2	2
TOTAL (approximations)			18	814	240

Family Housing Addresses are (four four-plexes):

584 Knox St. 1, 2, 3, 4
 586 Knox St. 1, 2, 3, 4
 608 Knox St. 1, 2, 3, 4
 610 Knox St. 1, 2, 3, 4

In terms of Addresses, our students in the residence halls are assigned a mailbox in our Residential Service Center. Their addresses are defined as:

RSC Box # _____
 347 N. Monmouth Avenue
 Monmouth, OR 97361

In terms of **room #'s**, they are as follows:

Arbor Park Room #'s:

Spruce – 101-306
 Noble – 101 – 306
 Cedar – 101 – 306

Alderview

Building 1 A-D
 Building 2 A-D
 Building 3 A-D
 Building 4 A-D

Barnum Hall Room #'s: 200-240

Butler Hall Room #'s: 01-37, 100
 floor)

Gentle Hall Room #'s: 100-140

Landers Hall Room #'s: 100-639

Heritage Hall Room #'s: 100-479

Arbuthnot

4 Lounges (2 on 1st Floor, 1 on 2nd/3rd)

Attachment B
(Minimum Channel Listing)

0	TV Guide Interactive	Advanced Digital Services
2	KATU – ABC	Analog Basic
3	TV Guide	Analog Basic
4	HGTV/Home and Garden Television	Analog Basic
5	KUNP – UNV	Analog Basic
6	KOIN – CBS	Analog Basic
7	KOAC-TV – PBS	Analog Basic
8	KGW – NBC	Analog Basic
9	Trinity Broadcasting/TBN	Analog Basic
10	QVC	Analog Basic
11	KPXG – PAX	Analog Basic
12	KPTV – FOX	Analog Basic
13	KPDX - MY Network	Analog Basic
14	TBS	Analog Basic
15	WGN	Analog Basic
16	KWBP – CW	Analog Basic
17	P.E.G. (Access)	Analog Basic
18	CSPAN	Analog Basic
19	EWTN	Analog Basic
20	MTV	Analog Basic
21	A&E	Analog Basic
22	CNBC	Analog Basic
23	Fx	Expanded Basic
24	Lifetime	Expanded Basic
25	Nickelodeon-West	Expanded Basic
26	TV Land	Expanded Basic
27	E!	Expanded Basic
28	TNT	Expanded Basic
29	The Discovery Channel	Expanded Basic

30	The Disney Channel	Expanded Basic
31	CNN	Expanded Basic
32	ABC Family	Expanded Basic
33	ESPN	Expanded Basic
34	ESPN2	Expanded Basic
35	The Learning Channel	Expanded Basic
36	CNN Headline News	Expanded Basic
37	Spike TV	Expanded Basic
38	Fox Sports Net Northwest	Expanded Basic
39	USA	Expanded Basic
40	Food Network	Expanded Basic
41	Women's Entertainment	Expanded Basic
42	Travel Channel	Expanded Basic
43	Soap Net	Expanded Basic
44	Animal Planet	Expanded Basic
45	Sci-Fi	Expanded Basic
46	Toon Disney	Expanded Basic
47	Speed Channel	Expanded Basic
48	Fit TV	Expanded Basic
49	Versus	Expanded Basic
50	FOX News Channel	Expanded Basic
51	History	Expanded Basic
52	Northwest Cable News	Expanded Basic
53	AMC	Expanded Basic
54	Comedy Central	Expanded Basic
55	The Weather Channel	Expanded Basic
56	MSNBC	Expanded Basic

Attachment C

OREGON SYSTEM OF HIGHER EDUCATION WESTERN OREGON UNIVERSITY STANDARD SERVICE CONTRACT CLAUSES

1. Tax Compliance Certification.

Service Provider hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Service Provider's knowledge, Service Provider is not in violation of any of the tax laws described in ORS 305.380(4).

2. Compliance with Applicable Laws

Service Provider agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to its provisions of services under this Contract, including all applicable requirements of federal and civil rights and rehabilitation statutes, rules, and regulations. Service Provider is solely responsible at its own expense for securing any permits and licenses required for its provisions of services under this Contract. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for contract cancellation. Damages or costs resulting from noncompliance shall be the sole responsibility of Service Provider.

3. Assignment

Service Provider shall not assign, sell, or transfer its interest nor delegate its obligations in this Contract without the express written consent of the University.

4. Hold Harmless

Service Provider shall save, defend, indemnify, and hold harmless the State of Oregon, the Oregon University System, the Board of Higher Education, Western Oregon University, and their officers, employees, and members from all claims, suits, or actions resulting from or arising out of the activities of Service Provider or its subcontractors, employees, or volunteers under this Contract.

5. Workers' Compensation Insurance.

Service Provider, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. Service Provider shall require proof of such workers' compensation coverage by receiving and keeping on file a certificate of insurance from each subcontractor or anyone else directly employed by either Service Provider or subcontractor.

6. Liability Insurance

Service Provider shall secure at its own expense and keep in effect for the duration of this Contract comprehensive general liability insurance with minimum limits of \$1,000,000 per occurrence for personal injury and property damage. The State of Oregon, Oregon University System, and Western Oregon University shall be named as additional insureds. Such insurance policies shall be issued by an insurance company authorized to do business in the State of Oregon.

Before this Contract becomes effective, Service Provider shall furnish to University's Contract and Project Officer a certificate of insurance as evidence of the insurance coverages required by this Contract. The University shall be provided thirty (30) days written notice if the insurance is canceled or materially changed.

7. Terminations

University may, at its sole discretion, terminate this Contract upon thirty (30) days' prior written notice. This Contract may be terminated at any time by mutual consent of the parties.

The University may terminate this Contract effective upon delivery of written notice to Service Provider, or at such later date as may be established, if:

- (a) Federal or State regulations or guidelines are modified or changed in such a way that the uses are no longer allowable, or
- (b) Any license, certificate, or permit required by law or regulation to be held by the Service Provider to provide the services covered by this Contract is for any reason denied, revoked, or not renewed, or
- (c) As otherwise provided herein.

This Contract may also be terminated by the University for default, including breach of contract, if:

- (a) Service Provider fails to meet its financial obligations established by this Contract within the time specified; or
- (b) Service Provider fails to meet the Service Levels set forth herein or perform any of the other provisions or obligations of this Contract, in accordance with its terms, and, after receipt of written notice from the University, fails to correct such failures within ten (10) days.

The rights and remedies of the University provided above related to defaults, including breach of contract, by Lessee shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8. Access to Records

The State of Oregon, Oregon University System, the Board of Higher Education, Western Oregon University, the federal government, and their duly authorized representatives shall have access to books, documents, papers, and records of Service Provider which are directly pertinent to this Contract and the Service Provider's performance and invoicing, for the purpose of making audit, examination, excerpts, and transcripts. Service Provider shall retain such records as required by law.

9. Independent Contractor Status

The service(s) to be rendered under this Contract are those of an independent contractor. Service Provider will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this Contract. <http://bluebook.state.or.us/state/constitution/constitution.htm> Service Provider is responsible for any federal or state taxes applicable to payment received under this Contract; will not be eligible for any federal social security, workers' compensation, unemployment insurance, or retirement system benefits from any contract payment; is not an officer, employee or agent of the state as these items are used in ORS 30.265 and will not be under the direction and control of University.

10. Availability of Funds

The University certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current biennial appropriation or expenditure limitation, provided, however, that continuation of the Contract, or any extension, after the end of the fiscal period in which it is written, is contingent upon a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the University's administrative discretion, to continue to make payments under this Contract.

11. Termination Due to Non Appropriation of Funds

If sufficient funds are not provided in future legislatively approved budgets of the University (or from applicable Federal, state or other sources) to permit the University in the exercise of its reasonable administrative discretion to continue this Contract, or if the University or program for which this Contract was executed is abolished, the University may terminate this Contract without further liability by giving Service Provider not less than thirty (30) days notice. In determining the availability of funds from the Oregon Legislature for this Contract, the University may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly.

12. 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 the University and Service Provider that arises out of or relates to performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Marion County for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought only in a federal forum, it shall be brought or conducted solely and exclusively within the United States District Court for the District of Oregon. SERVICE PROVIDER, BY EXECUTION OF THE CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

13. Notices

Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Service Provider or University Contract Officer at the address set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against the University, such facsimile transmission must be confirmed by telephone notice to the University's supervising representative or designee. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

University's supervising representative is: Tina Fuchs
Western Oregon University
345 N Monmouth Ave
Monmouth, OR 97361

Phone: 503-838-8220
Fax: 503-838-8968

14. Successors in Interest

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

15. No Third Party Beneficiary Rights

University and Service Provider are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract is intended to give, or will be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

16. MERGER

THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. THE PARTIES, BY THE SIGNATURES BELOW OF THEIR AUTHORIZED REPRESENTATIVES HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRACT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.