



State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

### Request for Quotation

|            |        |
|------------|--------|
| RFQ NUMBER | EBA208 |
| PAGE       | 1      |

|  |
|--|
| ADDRESS FOR CORRESPONDENCE OR ATTENTION ONLY |
| SHELLY MURRAY<br>304-558-8801                |

RFQ COPY

# SONY

Sony Electronics Inc.  
1 Sony Drive, Park Ridge, New Jersey 07656-8003

EDUCATIONAL BROADCASTING  
AUTHORITY  
600 CAPITOL STREET  
CHARLESTON, WV  
25301-1223 304-558-3400

|                              |               |                          |             |               |
|------------------------------|---------------|--------------------------|-------------|---------------|
| DATE PRINTED                 | TERMS OF SALE | DELIVERY                 | DESTINATION | PRINTED ITEMS |
| 04/09/2009                   | Net 30 Days   | Best Way                 | Destination | PPD           |
| BID OPENING DATE: 04/23/2009 |               | BID OPENING TIME 01:30PM |             |               |

| LINE | QUANTITY | UOM | DESCRIPTION   | UNIT PRICE | TOTAL AMOUNT |
|------|----------|-----|---|------------|--------------|
| 0001 | 1        | LS  | <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA EDUCATIONAL BROADCASTING AUTHORITY, IS SOLICITING BIDS FOR FOUR (4) HDCAM TELEVISION BROADCAST HIGH DEFINITION VIDEO TAPE RECORDERS WITH SX PLAYBACK PER THE ATTACHED SPECIFICATIONS.</p> <p>EQUIPMENT, BROADCASTING</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>NOTICE</p> | 020-71     |              |

RECEIVED

2009 APR 22 A 10:17

PURCHASING DIVISION  
STATE OF WV

|                       |   |                                   |         |
|-----------------------|---|-----------------------------------|---------|
| SIGNATURE             | SEE REVERSE SIDE FOR TERMS AND CONDITIONS | TELEPHONE                         | DATE    |
| <i>Cass A. Adorno</i> |   | 201-358-4283                      | 4/21/09 |
| TITLE                 | FEW                                       | ADDRESS CHANGES TO BE NOTED ABOVE |         |
| Ntl Strategic Sales   | 22-2878067                                |                                   |         |

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

Manager

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualification: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 60130, Charleston, WV 25305-0130



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**Request for  
 Quotation**

|            |        |       |   |
|------------|--------|-------|---|
| RFQ NUMBER | EBA208 | PAGES | 2 |
|------------|--------|-------|---|

|   |                               |
|---|-------------------------------|
| NAME ADDRESS CONTACT PERSON TELEPHONE FAX | SHELLY MURRAY<br>304-558-8801 |
|---|-------------------------------|

RFQ COPY  
 TYPE NAME/ADDRESS HERE

EDUCATIONAL BROADCASTING  
 AUTHORITY  
 600 CAPITOL STREET  
 CHARLESTON, WV  
 25301-1223 304-558-3400

|                   |            |                  |             |           |          |      |             |     |
|-------------------|------------|------------------|-------------|-----------|----------|------|-------------|-----|
| DATE PRINTED      | 04/09/2009 | TERM/ORDER       | Net 30 Days | SHIP W/IN | Best Way | ICBP | Destination | PPD |
| BID OPENING DATE: | 04/23/2009 | BID OPENING TIME |             | 01:30PM   |          |      |             |     |

| LINE  | QUANTITY | UNIT | PRICE | AMOUNT | REMARKS |
|---|----------|------|-------|--------|---------|
| <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION<br/>                 PURCHASING DIVISION<br/>                 BUILDING 15<br/>                 2019 WASHINGTON STREET, EAST<br/>                 CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: SHELLY MURRAY</p> <p>RFQ. NO.: EBA208</p> <p>BID OPENING DATE: 04/23/2009</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:<br/>                 201-474-4456</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):<br/>                 Ross A. Adamo</p> |          |      |       |        |         |

|                      |  |              |                                   |
|----------------------|--|--------------|-----------------------------------|
| SIGNATURE            |  | TELEPHONE    | DATE                              |
| <i>Ross A. Adamo</i> |  | 201-358-4283 | 4/21/09                           |
| FIRM                 |  | FAX          | ADDRESS CHANGES TO BE NOTED ABOVE |
| Net Strategic Sales  |  | 22-2878067   |                                   |

Planning WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

Mgr

## **EBA208 Request for Quotations**

West Virginia Educational Broadcasting is seeking to purchase four (4) HDCAM Studio Editing VTRs that can record and/or transmit over 2 hours of content for the Network Operations Center in Beckley, WV.

The Network Operations Center records studio, non-linear edited, satellite and microwave fed programming. There is an extensive library of pre-recorded Betacam and Betacam/SP taped programming. These machines shall be capable of playing back any of this prerecorded content.

The specifications are listed below. The units shall be Sony HDWM2000/20 HDCAM with Betacam, Betacam SP and Digital Betacam playback capability, or equivalent.

This equipment purchase is partially funded by the Corporation for Public Broadcasting Digital Distribution Fund, and vendors are bound by all terms in the grant agreement as they pertain to vendors.

For this RFQ, a performance bond shall be required.

### **I. Specifications**

- o HDCAM shall be the native recording and playback format
- o A performance bond shall be supplied equal to at least 100% of the contract price to ensure fulfillment of the vendor's obligations for this Grant Project which exceeds \$100,000. The performance bonds shall be issued by surety companies listed in the Department of Treasury Circular 570 (Approved Sureties) or have a similar State rating in the State (West Virginia) where the Grant Project is being completed.
- o VTR shall have availability of long playback time of up to 124 minutes
- o VTR's shall support recordings and playback at 50i, 59.94i, 23.98PsF, 24PsF, 25PsF and 29.97PsF
- o VTR's shall have the capability of multi-format playback of Betacam SX, Betacam, Betacam, Digital Betacam and MPEG IMX.
- o Built-in up-conversion shall be provided to enable playback of compatible tapes to 1080i and down-conversion of HDCAM tapes to 480i

- o VTR's shall have a standard feature to allow Metadata handling to enable retrieval of ancillary data that was recorded in a dedicated portion of the vertical interval (VANC area)
- o Dolby-E and AC-3 audio handling capability shall be a standard feature
- o VTR shall have a Compact Body; four rack units tall
- o VTR must be a low power consumption type
- o VTR shall have DMC control capability
- o VTR must have Pre-read editing capability
- o VTR Shall have standard line conversion for 1035/1080
- o VTR must have HD-SDI input and output
- o One complete set of operating and service manuals shall be provided
- o Power cord must be supplied
- o Four (4) Sony 19" rackmount systems or equal. Rackmount must be 19".

**NOTE:** "B" Stock Items will be considered if in "like new" condition and carry same warranty as new stock. "B" stock must be noted on bid form.

**II. The following specifications shall be met or exceeded.**

**General**

**Digital Video Performance**

Quantization: 10 bit/sample (compression: 8 bit/sample)

Sampling Frequency: Y: 74.25 MHz R-Y/B-Y: 37.125 MHz

Error Correction: Reed-Solomon code

Compression: Coefficient recording system

Channel Coding: S-I-NRZI PR-IV

**Digital Audio Performance**

Quantization: 20 bit/sample

Headroom: 20 dB (or 18 dB selectable)

Sampling Frequency: 48 kHz (Synchronized with video)

Wow & flutter: Below measurable level

### **ANALOG AUDIO PERFORMANCE**

Frequency Response: 20 Hz to 20 kHz +0.5 dB/-1.0 dB (0 dB at 1 kHz)

Dynamic Range: More than 95 dB (at 1 kHz emphasis ON)

Distortion: Less than 0.05% (at 1 kHz emphasis ON reference level)

Crosstalk: Less than -80 dB (at 1 kHz between any two channels)

D/A Quantization: 20 bit/sample

A/D Quantization: 20 bit/sample

Remote Control: D-sub 9-pin  
RS-232C interface

### **Input/Output**

Analog Audio Input: (CH1/2/3/4/CUE)  
XLR-3-pin type (female) x 5  
Low off: -60 dBu high impedance balanced  
High off: +4 dBu high impedance balanced  
High on: -4 dBm 600  $\Omega$  termination balanced

Analog Audio Output: (CH1/2/3/4/CUE)  
XLR-3-pin type (male) x 5  
+4 dBm (600  $\Omega$  load)  
Low impedance (Balanced)

Analog Component Output: BNC x 3 for 1 set  
1.0 Vp-p  
75  $\Omega$   
Sync negative

Analog Composite Output: BNC x 3 (RS-170A including one character out and one WFM out)  
1.0 Vp-p  
75  $\Omega$   
Sync negative

**HD-SDI Output: BNC x 3 (SMPTE 292M including one character out)  
Serial Digital (1.485 Gb/s)**

**Headphone Output: JM-60 Stereo phone jack  
( $-\infty$  to -12 dBu at 8  $\Omega$  load unbalanced)**

**Time Code Input: XLR-3-pin type (female) x 1  
0.5 to 18 Vp-p  
10 k $\Omega$   
(Balanced)  
XLR-3-pin type (female) x 1  
0.5 to 18 Vp-p  
10 k $\Omega$   
(Balanced)**

**Time Code Output: XLR-3-pin type (male) x 1  
2.2 Vp-p  
Low impedance  
Balanced**

**Video Control: D-sub 9-pin  
D-sub 15-pin**

**HD-SDI Input: BNC x 1 (SMPTE 292M)  
Serial Digital (1.485 Gb/s)**

**Digital Audio Input: (CH1/2 3/4)  
BNC x 2  
AES/EBU**

**Digital Audio Output: (CH1/2 3/4)  
BNC x 2  
AES/EBU**

**SDI Output: BNC x 3 (SMPTE 259M including one character out)  
Serial Digital (270 Mb/s)**

**Remote 1 Input: D-sub 9-pin  
Sony 9-pin remote interface**

**Remote 1 Input/Output: D-sub 9-pin  
Sony 9-pin remote interface**

Analog Audio Monitor Output: XLR-3-pin type (male) x 2  
+4 dBm at 600  $\Omega$  load  
Low impedance  
(Balanced)

Control Panel: D-sub 15-pin

Parallel Remote: D-sub 60-pin

#### **General - Search Speed Range Shuttle Mode**

HDCAM: Still to  $\pm 50$  times normal speed playback (59.94i and 29.97PsF)  
still to  $\pm 58$  times normal speed playback (50i and 25PsF)  
still to  $\pm 60$  times normal speed playback (24PsF and 23.98PsF)

Betacam/Betacam SP: Still to  $\pm 36$  times normal speed playback (625/59.94)  
still to  $\pm 42$  times normal speed playback (625/50)

#### **General**

Weight: 50 lb 11 oz (23 kg)

Power Requirements: 100 to 240 V  
50/60 Hz

Dimensions (W x H x D): 16 7/8 x 6 7/8 x 21 1/2 inches  
(427 x 174 x 544 mm)

Fast Forward/Rewind Time: Approx. 3 minutes  
(with BCT-124HDL cassette)

Servo Lock Time: 0.6 s or less (59.94i and 29.97PsF from standby on)  
0.7 s or less (50i 25PsF 24PsF 23.98PsF from standby on)

124 min (w/ BCT124HDL Cass): 59.94i  
29.97PsF

149 min (w/ BCT124HDL Cass): 50i  
25PsF

48 min (w/ BCT40HD Cass): 50i  
25PsF

40 min (w/ BCT40HD Cass): 59.94i  
29.97PsF

Load/Unload Time: 6 s or less (both L and S cassettes)



**General - Shuttle Mode**

Betacam SX: Still to  $\pm 78$  times normal speed playback

**General - Tape Speed**

Betacam SX: 59.6 mm/s

Betacam/Betacam SP: 118.6 mm/s (525/59.94)  
101.5 mm/s (625/50)

HDCAM: 96.7 mm/s (59.94I and 29.97PsF)  
80.6 mm/s (50I and 25PsF)  
77.4 mm/s (24PsF and 23.98PsF)

Digital Betacam: 96.7

**General - Search Speed Range Variable Mo**

HDCAM: -1 to +2 times normal speed playback

Betacam SX: -1 to +2 times normal speed playback

Betacam/Betacam SP: -1 to +3 times normal speed playback

Digital Betacam: -1 to +3 times normal speed playback

JOG Mode: Still to  $\pm 1$  times normal speed playback

**ANALOG COMPOSITE OUT PERFORMANCE**

Bandwidth: Y: 0 to 5.75 MHz +0.5 dB/-2.0 dB  
R-Y/B-Y: 0 to 2.75 MHz +0.5 dB/-2.0 dB

S/N Ratio: 53 dB or more

Differential Phase: 2% or less

Differential Gain: 2% or less

Y/C Delay: 20 ns or less

K factor (2T pulse): 1% or less

Output SCH Phase: Based upon RS-170A/CCIR R.624-3

**III. Service/Support**

- Successful bidder shall provide one complete set of operating and service manuals at no charge
- 24 hour toll free technical support shall be provided through vendor or manufacturer

**IV. Warranty**

All items shall be covered by a minimum one year parts and labor warranty

**V. Shipping**

Delivery shall be FOB destination

Deliver to:

WV Public Broadcasting  
Attention: Mike Fizer  
124 Industrial Park Drive,  
Beaver, WV, 25813

**VI. Invoicing**

Send invoice to:

West Virginia Public Broadcasting  
Attention: Steve Chapman  
600 Capitol St.  
Charleston, WV 25301

**EBA208 QUOTATION PAGE**

| Quantity     | Description  | Unit Price   | Amount               |
|--------------|--|--------------|----------------------|
|              | HDWM2000/20  |              |                      |
| 4            | HDCAM Broadcast VTR w/ Sp Playback<br>(Unit Price must include the cost of O & M<br>Manuals, 24 hour technical support,<br>Warranty, freight, and power cord, etc. | \$ 52,070.40 | \$ 208,281.60        |
|              | Or Equal Model Number: _____<br>RMM131//A  |              |                      |
| 2            | 19" Rackmount Systems for HDCAM VTR  | \$ 229.60    | \$ 459.20            |
| <b>TOTAL</b> |  |              | <b>\$ 208,740.80</b> |

**Optional**

| Quantity     | Description  | Unit Price   | Amount               |
|--------------|--|--------------|----------------------|
|              | HDWM2000/20.B  |              |                      |
| 4            | "B" stock HDCAM Broadcast VTR w/SP<br>Playback<br>(Unit Price must include the cost of O & M<br>Manuals, 24 hour technical support,<br>Warranty, freight, and power cord, etc. | \$ 48,816.00 | \$ 195,264.00        |
|              | Or Equal Model Number: _____<br>RMM131//A  |              |                      |
| 2            | 19" Rackmount Systems for HDCAM VTR  | \$ 229.60    | \$ 459.20            |
| <b>TOTAL</b> |  |              | <b>\$ 195,723.20</b> |

**VENDOR:** Sony Electronics Inc.

RFQ No. EBA208

STATE OF WEST VIRGINIA  
Purchasing Division  
**PURCHASING AFFIDAVIT**

**VENDOR OWING A DEBT TO THE STATE:**

*West Virginia Code* §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor must make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**LICENSING:**

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: Sony Electronics Inc.Authorized Signature: Ross A. Adamo Date: 4/14/09

Purchasing Affidavit (Revised 01/01/09) Ross A. Adamo - National Strategic Sales Planning Mgr

**SONY**  
SONY ELECTRONICS INC.  
BROADCAST AND BUSINESS SOLUTIONS COMPANY



**WEST VIRGINIA EDUCATIONAL BROADCASTING AUTHORITY**

**REQUEST FOR QUOTATION NO: EBA208  
BROADCASTING EQUIPMENT**

**OPENING DATE: APRIL 23, 2009 @ 1:30PM**


**COMMENTS EXCEPTIONS TO:**

See Schedule A attached here to and made a part here of. In the event of award, the resultant purchase order must specifically reference the acceptance of Schedule A, which has been approved for use with the State of West Virginia contract awards to Sony in Lieu of an executed form WV-96.

**III: SERVICE/SUPPORT:** See Attached Broadcast and Professional Parts & Support Fact Sheet for support contact information.

**IV: WARRANTY:** Sony's standard limited warranty for all items contained in this bid response are as set forth in the Schedule A, attached hereto and made a part of hereof.

*In the event of award, the resultant purchase order must specifically reference the acceptance of the Schedule A.*

 4/21/09  
Ross A. Adamo Date  
National Strategic Sales Planning Manager  
Sony Electronics Inc.  
Broadcast and Business Solutions Company

# SONY

*Professional Services*

Sony Electronics Inc.

## Broadcast and Professional Parts & Support

### Facts Sheet

Sony Broadcast and Professional Parts is a 24x7 after-sales support organization. BPC Parts supplies maintenance parts for a variety of products including broadcast, pro-video, pro-audio, medical, security, multimedia, duplication, video conferencing, and prosumer. Customers are generally domestic end-users from TV stations, networks, and post-production houses. There is also support for dealers, distributors, and resellers.

**Address:** Sony World Repair Parts Center  
8281 NW 107<sup>th</sup> Terrace  
Kansas City, MO 64153  
Toll Free: 1-800-538-7550

**Hours:** Normal business hours are from 5:00am to 5:00pm PST, Monday through Friday. There is an after-hours emergency service on weekdays after 5:00pm PST, on weekends, and holidays.

**Parts Ordering:** Call the toll free telephone number above or visit our website @ <https://servicesplus.us.sony.biz/>

**Core Exchange FRB Program:** Sony provides a Core Exchange Field Replacement Block (FRB) program to support selected Sony Broadcast and Business Solutions Company products. Self-servicing customers may purchase refurbished printed circuit boards, power supplies, and electro-mechanical assemblies and receive a core credit upon return of the faulty part. The parts in this program may be either new or refurbished.

Sony Core Exchange FRB Service Includes:

- Selected Circuit Boards and Assemblies
- Prepaid Return Freight
- Defective Unit Return Shipping Instructions and Prepared Shipping Labels
- Emergency and after-hours Ordering and Shipment Dispatch (emergency and after-hours surcharge rates apply)

Conditions for FRB Exchange: Shipping label must be completed as noted in the instructions enclosed with your shipment. The core part must be packaged to ensure there is no damage during shipment. Defective FRBs exhibiting any of the following conditions will not be accepted for exchange:

- Cracked printed circuit boards
- Damaged power supply assemblies
- Evidence of foreign liquids or materials on mechanical assemblies or printed circuit boards
- Pluggable IC's missing and/or placed in the incorrect socket locations causing extensive printed circuit board damage
- Lifted land traces on printed circuit boards due to improper soldering techniques or attempted modifications
- Modifications found on the FRB which are not specifically authorized by Sony
- FRB's damaged through accident, neglect, misuse or abuse

Exchanged defective FRB's returned to Sony which exhibit any of the preceding conditions will be returned to the Servicer and the core credit will be rejected. All FRB's accepted for exchange, become the property of Sony Electronics Inc.

Sony Core Exchange FRB program Warranty  
FRB's are covered by same warranty as repair parts.

Sony Core Exchange FRB program Order Procedure

All FRB exchanges are ordered through Sony Business Solutions and Systems Company Parts Operations.

**Technical Assistance Network (TAN):** Sony's Technical Assistance Network (TAN) is available to Customers to obtain "how to repair" information on in-warranty products but who do not have a current Sony SupportNET<sup>sm</sup> Agreement. Telephone support to assist with product set-up and operation is not affected and will continue on a no-charge basis. TAN maybe contacted @ 866-766-9272.

For complete information on Sony Professional Service capabilities visit our website @ [http://bssc.sel.sony.com/BroadcastandBusiness/markets/10018/market\\_10018.shtml](http://bssc.sel.sony.com/BroadcastandBusiness/markets/10018/market_10018.shtml)

THIS PRODUCT IS FOR PROFESSIONAL USE

## LIMITED PRODUCT WARRANTY SCHEDULE A

SONY ELECTRONICS INC. ("Sony") warrants this Product against defects in material or workmanship, as follows:

|   |   |   |
|---|---|---|
| <b>A. Labor:</b>  | For a period of ninety (90) days from the date of purchase, Sony will, at no charge, repair this Product if determined by Sony to be defective. After the warranty period, the Purchaser must pay all labor charges.                  |   |
| <b>B. Parts:</b>  | For a period of one (1) year from the date of purchase Sony will, at no charge, supply new or rebuilt replacements for parts determined by Sony to be defective. After the warranty period, the Purchaser must pay all parts charges. |   |
| <b>C. Territory</b>   | Warranty coverage is only valid within the United States, excluding territories.  |   |
| <b>D. Exceptions:</b>   | Exceptions or limitations to the preceding labor and parts warranty coverage on selected Products are as follows:   |   |
| <b>Storage Products</b>   |   |   |
| <b>PRODUCT MODEL SERIES</b>   | <b>LIMITED WARRANTY COVERAGE PERIOD</b>   |   |
| <ul style="list-style-type: none"> <li>• HDW Recorder/Player</li> </ul> | <ul style="list-style-type: none"> <li>• Parts</li> </ul>   | One (1) year, except Rotary Upper Drum Assembly and HDW Mid-Drum Assembly, which is warranted for 1,500 operating hours or one (1) year, whichever occurs first. During warranty period, full credit towards replacement provided for the first 500 hours and if operating hours exceeds 500 then, credit towards replacement prorated as follows:<br><br>$\text{Credit} = \frac{\text{Current Assy Price} \times (1,500 \text{ Hours} - \text{Actual Head Usage Hours})}{1,000 \text{ Hours}}$ |

During the labor warranty period, to repair the Product, Purchaser will either return the defective Product, freight prepaid, or deliver it to a Sony Service Center or to a service facility authorized by Sony. The Product to be repaired is to be returned in either its original carton or a similar package affording an equal degree of protection. Sony will return the repaired Product freight prepaid to Purchaser. All freight costs associated with replacement of warranty parts after expiration of the original labor warranty period are the responsibility of the Purchaser. Sony is not obligated to provide Purchaser with a substitute unit during the warranty period or at any time. For an additional fee, Sony field service and support at the Purchaser's location is available to Purchaser at Sony's prevailing per incident billable rates for such service subject to availability.

*The limited warranty stated on this card is subject to all of the following terms and conditions.*

### TERMS AND CONDITIONS

**1. NOTIFICATION OF CLAIMS; WARRANTY SERVICE:** If Purchaser believes that the Product is defective in material or workmanship, then written notice with an explanation of the claim shall be given promptly by Purchaser to Sony but all claims for warranty service must be made within the warranty period. If after investigation Sony determines that the reported problem was not covered by the warranty, Purchaser shall pay Sony for the cost of investigating the problem at its then prevailing per incident billable rate. No repair or replacement of any Product or part thereof shall extend the warranty period as to the entire Product. The specific warranty on the repaired part only shall be in effect for a period of ninety (90) days following the repair or replacement of that part or the remaining period of the Product parts warranty, whichever is greater.

**2. EXCLUSIVE REMEDY; ACCEPTANCE:** Purchaser's exclusive remedy and Sony's sole obligation is to supply (or pay for) all labor necessary to repair any Product found to be defective within the warranty period and to supply, at no extra charge, new or rebuilt replacements for defective parts. If repair or replacement fails to remedy the defect, then, and only in such event, shall Sony refund to Purchaser the purchase price for such Product. Purchaser's failure to make a claim as provided in paragraph 1 above or continued use of the Product shall constitute an unqualified acceptance of such Product and a waiver by Purchaser of all claims thereto.

**3. EXCEPTIONS TO LIMITED WARRANTY:** Sony shall have no liability or obligation to Purchaser with respect to any Product requiring service during the warranty period which is subjected to any of the following: abuse, improper use; negligence, accident, modification, failure of the end-user to follow the operating procedures outlined in the user's manual, failure of the end-user to follow the maintenance procedures in the service manual for the Product where a schedule is specified for regular replacement or maintenance or cleaning of certain parts (based on usage) and the end-user has failed to follow such schedule; attempted repair by non-qualified personnel; operation of the Product outside of the published environmental and electrical parameters, or if such Product's original identification (trademark, serial number) markings have been defaced, altered, or removed. Sony excludes from warranty coverage Products sold AS IS and/or WITH ALL FAULTS and excludes used Products which have not been sold by Sony to the Purchaser. Sony also excludes from warranty coverage consumable items such as fuses and batteries.

All software and accompanying documentation furnished with, or as part of the Product is furnished "AS IS" (i.e., without any warranty of any kind), except where expressly provided otherwise in any documentation or license agreement furnished with the Product.

**4. CUSTOMER DATA**

Customer shall be solely responsible for maintaining backup data necessary to replace Customer data lost or damaged from any cause.

**5. PROOF OF PURCHASE:** The Purchaser's dated bill of sale must be retained as evidence of the date of purchase and to establish warranty eligibility.

**6. PRODUCT REGISTRATION:** Registration of any Product or of this limited warranty is voluntary; failure to register will not diminish any rights available under this warranty.

THIS PRODUCT IS FOR PROFESSIONAL USE

**LIMITED PRODUCT WARRANTY  
SCHEDULE A**

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**DISCLAIMER OF WARRANTY**

EXCEPT FOR THE FOREGOING WARRANTIES, SONY HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY AND/OR ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR ANY WARRANTY WITH REGARD TO ANY CLAIM OF INFRINGEMENT THAT MAY BE PROVIDED IN SECTION 2-312(3) OF THE UNIFORM COMMERCIAL CODE AND/OR IN ANY OTHER COMPARABLE STATE STATUTE. SONY HEREBY DISCLAIMS ANY REPRESENTATIONS OR WARRANTY THAT THE PRODUCT IS COMPATIBLE WITH ANY COMBINATION OF NON-SONY PRODUCTS PURCHASER MAY CHOOSE TO CONNECT TO THE PRODUCT.

**PATENT AND COPYRIGHT INDEMNIFICATION**

Subject to the terms and conditions set forth herein, to the best of Sony's knowledge, Products manufactured by Sony or bearing its name or logo ("Indemnified Products") when and as provided by Sony to Purchaser shall be free of any rightful claim of direct infringement of any patent, trademark or copyright of the United States.

Sony will, at its own expense, defend any suit alleging direct infringement instituted against Purchaser (but not subsidiaries or customers of Purchaser), and indemnify Purchaser against any award of damages and costs for direct infringement (including reasonable attorneys' fees) made against Purchaser by a court of last resort insofar as the award of damages is based on a final determination that any Indemnified Products as and when furnished by Sony to Purchaser hereunder directly infringed any patent, trademark or copyright of the United States. Indemnification of costs hereunder will extend only to actual costs assessed. This indemnification will not apply to Indemnified Products made or modified by Sony in accordance with Purchaser's specifications.

Sony's obligation to defend and indemnify Purchaser hereunder will be conditioned on the following: (i) Sony is notified promptly in writing by Purchaser of any notice of such claim but in no event later than ten (10) days after Purchaser has received notice thereof; (ii) Sony has sole control of the defense of any action on such claim or suit and all negotiations for its settlement or compromise; (iii) Purchaser fully cooperates with Sony in the defense of any action on such claim of direct infringement and all related settlement negotiations; and/or, (iv) should any Indemnified Products become, or in Sony's opinion be likely to become, the subject of any such claim or suit, Purchaser permits Sony, at its own expense, (1) to procure for Purchaser the right to continue using affected Indemnified Products; (2) to replace or to modify same so that affected Indemnified Products become non-infringing; or, (3) remove affected Indemnified Products, refund the purchase price, and pay the costs of removal and transportation back to Sony. Notwithstanding any other term or condition contained herein to the contrary, Sony will have no liability to Purchaser if any such claim or suit is based upon or arises out of: (i) alterations to Indemnified Products by Purchaser or any third party not authorized by Sony; (ii) failure of Purchaser to use updated Indemnified Products provided by Sony for avoiding infringement; (iii) use of Indemnified Products in combination with equipment or software not furnished by Sony, (iv) processes or methods allegedly performed by Indemnified Products; (v) use of Indemnified Products in a manner for which same were neither designed nor contemplated; or, (vi) a patent or copyright in which Purchaser or any of its affiliates or subsidiaries has a direct or indirect interest by license or otherwise.

**THE WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO ANY CLAIM OF INFRINGEMENT BY INDEMNIFIED PRODUCTS. ANY WARRANTY AGAINST INFRINGEMENT THAT MAY BE PROVIDED IN SECTION 2-312(3) OF THE UNIFORM COMMERCIAL CODE AND/OR IN ANY OTHER COMPARABLE STATE STATUTE RESPECTING PRODUCTS IS EXPRESSLY DISCLAIMED.**

The terms and conditions hereof state the entire liability of Sony for any claim or suit arising from, or based upon, patent, trademark or copyright infringement concerning Indemnified Products.

Purchaser shall, at its own cost and expense, defend, indemnify and hold harmless Sony in the same manner and to the same extent described above from any claim or suit against Sony in which the alleged patent, trademark or copyright infringement arises from: (a) any of the Products made by or for, or modified by or for, Sony in accordance with the Purchaser's specifications or requests; (b) alteration of the Products by Purchaser; or, (c) from the combination of the Products with equipment, software or products not furnished by Sony.

With respect to any products not manufactured by Sony nor bearing its name or logo, Sony will assign to Purchaser any indemnities it receives from its supplier thereof respecting infringement.

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**LIMITATION OF LIABILITY**

**THE LIABILITY OF SONY, IF ANY, AND PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER, REGARDLESS OF THE LEGAL THEORY AND WHETHER ARISING IN TORT OR CONTRACT, SHALL NOT BE GREATER THAN THE ACTUAL PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH SUCH CLAIM IS MADE. IN NO EVENT SHALL SONY BE LIABLE TO PURCHASER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS OR FOR ANY OTHER REASON WHATSOEVER. This limitation of liability will in no way affect Purchaser's right to seek appropriate relief at law arising from or incident to any death, personal injury or property damage which is in any way connected to Sony's negligence, willful misconduct or strict liability in tort with respect to Products and their use.**

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THIS PRODUCT IS FOR PROFESSIONAL USE

## LIMITED PRODUCT WARRANTY SCHEDULE A

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For further information and the name of the nearest authorized Sony service facility contact:

United States of America  
Sony Electronics Inc.  
Broadcast and Business Solutions Company  
Customer and Engineering Services  
1 Sony Drive  
Park Ridge, New Jersey 07656  
(201) 930-1000

Latin America (Excluding Mexico and Brazil)  
Sony Electronics Inc.  
Broadcast and Professional Latin America Division  
Customer and Engineering Services  
5201 Blue Lagoon Drive, Suite 400  
Miami, Florida 33126  
(305) 260-4098