

**Request for Proposal (RFP)**

**RFP No. 5292015**

**Sports Facilities Sound System Upgrades**

**PROPOSAL RELEASE DATE: May 29, 2015**

**MANDATORY ONSITE VISIT: June 8, 2015 8:00 AM**

**PROPOSAL DUE DATE: June 18, 2015**

**PROPOSAL DUE TIME: 2:30 PM CST**

**SUBMIT ALL PROPOSALS TO: University of Arkansas**

**Business Affairs - Procurement**

**Administration Bldg, Rm 321**

**1125 W Maple St**

**Fayetteville, AR 72701**

**Signature Required For Response**

Respondent complies with all articles of the Standard Terms and Conditions documents as counterpart to this RFP document, and with all articles within the RFP document. If Respondent receives the University’s purchase order, Respondent agrees to furnish the items and/or services listed herein at the prices and/or under the conditions as indicated in the RFP.

|  |  |
| --- | --- |
| **Vendor Name:** |  |
| **Mailing Address:** |  |
| **City, State, Zip:** |  |
| **Telephone:** |  |
| **Email:** |  |

**Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Typed/Printed Name of Signor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**1.** **DESCRIPTION AND OVERVIEW OF RFP**

This RFP is for the supply and installation of equipment upgrades for multiple sports facilities on the campus of the University of Arkansas Fayetteville (UAF) in accordance with all terms and conditions specified herein. By submitting a response to this Request for Proposal (RFP), Bidder agrees to each of the terms. Supply and installation shall be in full accordance with the Contract Documents on file in the offices of the University and the conditions set forth in this RFP. The University reserves the right to include additional or modified technical and performance specifications upon its selection of the finalists. This RFP is not a complete understanding and does not contain all matters upon which an agreement will be reached.

The issuance of this RFP and acceptance of Proposals by the University does not obligate the University in any way nor limit its right to negotiate in its best interest with any Bidder. While the Owner intends to solicit, receive, and review the submitted Proposals to this RFP, and to make an award based upon such Proposals, the Owner reserves the right to make awards in its sole discretion and/or shall not be obligated to make any award whatsoever. Further, the Owner reserves the right to extend, cancel, or modify this RFP at any time, with or without making an award, and to take such action without creating any obligation to the Bidders. The University assumes no contractual or other obligations, nor are any intended by the issuance of this RFP.

**2.** **PROJECT SCOPE OF WORK / SPECIFICATIONS**

In addition to the listing within this section, please also **refer to Appendix I.**

* 1. This project consists of the purchase and installation of sound system at Bud Walton Arena. All work and definitions entailed in this project are described in the attached Specifications and Drawings as prepared by Wrightson, Johnson, Haddon & Williams, Inc. (WJHW)

* 1. All materials, suppliers and major components of the systems shall be delivered to the site by the contractor. The Contractor shall be responsible for unloading and protecting components from weather for the entire duration of the agreement.
  2. Contract Documents indicate the work of the Contract and related requirements and conditions that have an impact on the project. Related requirements and conditions that are indicated on the Contract Documents include, but are not necessarily limited to, the following:

1. Existing site conditions and restrictions on use of the site
2. Alterations and coordination with existing work.
3. Options
4. Unit Prices

**Scope of Work and Contracts**

* 1. Requirements:
     1. This Section A1 shall be binding upon and apply with equal force to the Contractor, subcontractors, sub-subcontractors, material suppliers, or any other person, company, or corporation furnishing labor and/or materials for the Project.
  2. Proposals:
     1. Proposals shall contemplate a complete, operable, and acceptable installation as indicated or implied by the Contract Documents.
     2. Proposals shall include the entire cost and expense of each and every item of labor and material necessary to complete the work in accordance with the Contract Documents and shall be ready for operation. The risk of all such costs and expenses shall be assumed by the successful Bidder.
     3. Stated quantities, if any, in the Contract Documents are approximate only, and each Bidder shall be required to make his own estimate of quantities and calculate his Proposal accordingly.
     4. Bidders shall thoroughly examine the Drawings and Specifications of all other trades and include all such additional costs for same insofar as they affect this Proposal.
     5. Any Addendum issued by the Owner during the time of the RFP process shall be included in the Bidder’s Proposal and made a part of the Contract Documents. Receipt of each Addendum shall be acknowledged in the Bidder’s Proposal.
     6. Before submitting Proposals, each Bidder shall thoroughly examine the site, premises, contracted structures, utilities, and all architectural, structural, mechanical, and electrical drawings and all conditions thereof, and inform themselves fully regarding the conditions under which they will be obliged to operate and/or that which in any way may affect the work under the awarded Contract. Proposals shall take into consideration all such conditions as may affect Contract work and/or cost.

**Mandatory on-site visits will take place June 8, 2015 at 8:00 AM. Potential bidders will have the option to explore the campus facilities on their own the following day.**

* + 1. Bidder and/or Contractor shall assume the responsibility, on behalf of all subcontractors and suppliers, for obtaining and verifying all measurements and their accuracy at the site applicable to any and all materials and labor to be furnished by them or furnished to others for installation.
    2. Bidders providing Proposals shall inform themselves of all the conditions under which the work is to be performed, including the site of the proposed work, any obstacles which may be encountered thereon, and all other relevant matters concerning the proposed work. Any Contract made for the work, in whole or in part, will be based on the assumption that the Bidder has been so informed and understands and accepts the existing conditions. Each Proposal shall be deemed to include all costs and expenses in connection with all such conditions, obstacles, and matters. No later claim for extra compensation will be allowed.
    3. Should a company find, during examination of the Contract Documents, or after visit to the site, any discrepancies, omissions, ambiguities, or conflicts in or among the Contract Documents, or be in doubt as to their meaning, they shall submit questions to the University of Arkansas, in writing and copy by via email to the designated project manager. The University will review the question(s) and, where information sought is not clearly indicated or specified, will issue a clarifying Addendum, via hard copy and email, to all companies of record and said Addendum shall become a part of the Contract Documents. The University shall not be responsible for any other explanation or interpretation other than those issued in writing. Failure to submit questions as required and/or starting work will be considered as acceptance by the Bidder of all existing conditions.
    4. Where variances occur in the Contract Documents, the item in question shall be of the better quality, higher cost, or greater capacity.
  1. Contract Documents:
     1. The Contract Documents indicate the general arrangement of the systems and shall be followed insofar as possible. If deviations from the layout are necessitated by field conditions, detailed layouts of the proposed departures shall be submitted in writing, via e-mail, to the University for approval before proceeding with the work. The Contract Drawings are not intended to show every vertical or horizontal offset which may be necessary to complete the system or clear obstructions and/or work of other sub-contractors. Bidder shall, however, anticipate during RFP that additional offsets may be required and include same in their Proposals.
     2. The Drawings and Specifications shall be considered to be cooperative and anything appearing in the Specifications which may not be indicated on the Drawings, or visa-versa, shall be considered as part of the Contract and must be executed by the Bidder the same as though indicated by both.
     3. Bidder shall make all their own measurements in the field and shall be responsible for correct fitting. Bidder shall coordinate this work with all other branches in such a manner as to cause a minimum of conflict or delay. Bidder shall coordinate their work in advance with all trades and report immediately any difficulty which can be anticipated.
     4. The Owner’s Representative reserves the right to make minor adjustments (maximum of 36” – 0”) in location of piping, outlets, and/or equipment at no additional charge if so directed prior to their installations.
     5. Where offsets in piping, additional fittings, devices, etc., are required to complete the installation or clear obstructions for the proper operation of the system, these shall be deemed to be included in the Contract and shall be furnished and installed complete by the Bidder at no additional charge.
     6. The Contract Documents shall be carefully studied by the Bidder during the course of the RFP process and construction. Any errors in layout or errors of omission which are discovered shall be referred immediately to the University for interpretation or correction, in writing via email to Whitney Smith, [wesmith@uark.edu](mailto:wesmith@uark.edu).
     7. All installations shall be made to maintain maximum headroom and clearance around equipment. When space and/or headroom appear inadequate, Bidder or Contractor shall notify Owner’s Representative prior to proceeding with the installation.
     8. All Contract Documents, except the Bidder’s executed set, are and remain the property of the University of Arkansas. Such Contract Documents shall not be used on other work and those sets in usable condition shall be returned to the University, upon request, at the completion of or cessation of the work or termination of the Contract.
  2. Permits and Regulations
     1. Bidder shall give all necessary notices, obtain all permits and pay all governmental taxes and fees and other costs in connection with this work. Bidder shall file all necessary drawings, prepare all documents and obtain all necessary approvals of all governmental departments and agencies having jurisdiction and obtain all required Certificates of Inspection for this work and deliver same to the University before request for acceptance and final payment for the work.
     2. Bidder shall include in the work, without extra additional cost, any labor, materials, services, apparatus, drawings (in addition to the Contract Documents) in order to comply with all applicable laws, ordinances, rules and regulations, whether or not shown on the Contract Documents.
     3. All work for the project must be performed in accordance with all federal, state, and local laws, ordinances, and rules and regulations relating to the work. Where the Contract Documents exceed these requirements, the Contract Documents shall govern. In no case shall work be installed contrary to or below the minimum legal standards.
     4. All federal, state, local laws, ordinances, and rules and regulations, etc., pertaining to the work are hereby made a part of this Specification, by reference, the same as if repeated herein in their entirety.
  3. Interpretations
     1. No oral interpretation will be made to any company as to the meaning of the Contract Documents. Every request for such an interpretation shall be made, in writing, via e-mail to the University. Every interpretation made to a company will be in the form of an Addendum to the Contract Documents which, if issued via e-mail, will be on file in the University Office of Business Affairs. In addition, Addendums will be e-mailed to each company of record, but it shall be the company’s responsibility to make inquiries as to all Addendum issued. All such Addendums shall become part of the Contract Documents and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.
  4. Communications:
     1. All notices, demands, requests, instructions, approvals, and claims must be in writing, via the e-mail address previously captioned.
     2. Any notice to or demand upon the Bidder shall be deemed sufficiently given if delivered at the office of the Bidder stated on the signature page of the Contract or at such other office as the Bidder may from time to time designate in writing to the University or deposited in the United States mail in a sealed, stamped envelope, or if delivered by electronic transmission to the electronic address submitted previously by the Bidder.
     3. All papers required to be delivered to the University shall, unless otherwise specified in writing to the Bidder, be delivered to the address stated in the Notice or Invitation to companies, and any notice to or demand upon the University shall be sufficiently given if so delivered, or deposited in the United States mail in a sealed, stamped envelope, or delivered with charges prepaid to such other representatives of the University or to such other address as the University may subsequently specify in writing to the Bidder for such purpose, or delivered by electronic transmission to the electronic address submitted previously by the University.
  5. Protection of Work and Property:
     1. Contractor shall continuously maintain adequate protection of all work from damage and shall protect the University’ property from injury or loss arising in connection with the Contract. Contractor shall make good any such damage, injury, or loss and shall adequately protect adjacent property as provided by law, the Contract Documents, and as required.
     2. Contractor shall take all necessary precautions for the safety of employees on the project, and shall comply with all applicable provisions of federal, state, and local safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. Contractor shall erect, and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against the, but not limited to, hazards created by such features of construction as protruding nails, hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, falling materials. Contractor shall designate a responsible member of the Contractor’s organization whose duties it shall be, but not limited to, the prevention of accidents and enforcement of said requirements.
     3. In an emergency affecting the safety of life or of the work of adjoining property, the Contractor, without special instruction or authorization from the University and/or the Project Manager, is hereby permitted to act at their discretion to prevent such threatened loss or injury and they shall so act, without appeal, if so authorized or instructed.
     4. Contractor shall provide and maintain flags, danger signs, lighted barricades, rails, lanterns, etc., as required to protect life and limb.
     5. Job site safety is the sole responsibility of the Contractor.
     6. Contractor shall be responsible and liable for the complete protection and safety of existing buildings (if any) and/or utilities, trees, bollards, fencing, etc.
  6. Maintenance of Services:
     1. All work shall be so planned and executed as to provide continuous service of all main and branch line utilities throughout the construction period.
     2. Where necessary to disrupt services for short periods to complete connections, these shall be arranged to be made at the Project Manager’s discretion and the Project Manager shall be notified in advance. Such disruptions to service shall be planned to be accomplished at periods other than regular working hours and all Proposals shall be prepared accordingly to include all premium and overtime allowances and any other expenses as required.

**3. COSTS**

Respondents must provide detailed/itemized pricing for each individual component, and/or

the overall system, as listed on the Official Bid Price Sheet provided within this RFP

document **(see Appendix II)**. If pricing is dependent on any assumptions that are not

specifically stated on the Official Price Sheet, please list those assumptions accordingly on

a separate spreadsheet and show detailed pricing. Any additional pricing lists should remain

attached to the Official Price Sheet for purposes of accurate evaluation. Pricing must be

valid for 120 days following the bid response due date and time.

The University will not be obligated to pay any costs not identified on the Official Price

Sheet. The respondent must certify that any costs not identified by the respondent, but

subsequently incurred in order to achieve successful operation of the service, will be borne

by the respondent. Failure to do so may result in rejection of the bid.

**4. VENDOR REFERENCES**

The University requires assurance that the offered products function properly. The University reserves the right to request or obtain additional information. Respondents must supply, with the bid, at least three (3) reference accounts, preferably in higher education, (including persons to contact, telephone numbers, and email addresses) located in the continental United States currently served by respondent. Respondents must also provide contact information for two former customers that have left your services in the last three years. The University reserves the right to contact or visit any of the supplier’s current and/or past customers to evaluate the level of performance and customer satisfaction. **See Appendix III for format.**

**5. MANDATORY ON-SITE VISIT**

It is mandatory that Bidders familiarize themselves with on-site conditions, during a pre-bid site visit, prior to submitting a proposal. The purpose of the on-site visit is for prospective bidders to obtain clarification of the current environment in order to prepare responses accordingly. All bidder questions posed during this time will be recorded and submitted in writing to the Procurement Official to be addressed via Addendum and posted on the HogBid webpage for review by all prospective bidders: <http://hogbid.uark.edu/>. Only direct employees of the Bidder may attend the on-site visit. Proposals will NOT be considered from vendors who have not participated in the mandatory on-site visit.

Mandatory on-site visits will take place June 8, 2015 at 8:00 AM. Potential bidders will have the option to explore the campus facilities on their own the following day.

**6. RESPONDENTS RESPONSIBILITY TO READ RFP**

It is the Respondent's responsibility to thoroughly examine and read the entire RFP document. Failure of Respondents to fully acquaint themselves with existing conditions or the amount of goods and work involved will not be a basis for requesting extra compensation after the award of a Contract.

**7. PROJECTED TIMETABLE OF ACTIVITIES**

The following schedule will apply to this RFP, but may change in accordance with the University's needs:

5/29/2015: RFP released to prospective respondents

6/8/2015: Mandatory On-site Visit

6/9/2015: Facility Access

6/12/2015: 5:00 PM CST - Last date/time UAF will accept questions

6/15/205: Last date UAF will issue an addendum

6/18/2015: Proposal submission deadline 2:30 PM CST

6/24/2015: Vendor Presentations, (if necessary)

7/1/2015: Award Notification (contract negotiations begin upon award)

**8. CONTRACT TERMINATION**

Upon award, the contract is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated. In no event shall such termination by the University as provided for under this Section give rise to any liability on the part of the University including, but not limited to, claims of Proposer for compensation for anticipated profits, unabsorbed overhead, or on borrowing. The University’s sole obligation hereunder is to pay Proposer for equipment ordered and received prior to the date of termination. The terms, conditions, representations, and warranties shall survive the termination of the contract.

**9. GENERAL INFORMATION FOR BIDDERS**

**9.1 Distributing Organization**

This Request for Proposal (RFP) is issued by the Office of Business Affairs, University of Arkansas, Fayetteville (UAF), and UAF Consultant, Wrightson, Johnson, Haddon & Williams, Inc. of Dallas, TX (WJHW). The University Purchasing Official is the sole point of contact during this process.

**Bidder Questions and Addenda:** Bidder questions concerning all matters of this RFP should be sent via email to:

Whitney Smith, Procurement Coordinator

Office of Business Affairs

[wesmith@uark.edu](mailto:wesmith@uark.edu)

Questions received via email will be directly addressed via email, and compilation of *all* questions and answers (Q&A), as well as any revision, update and/or addenda specific to this RFP solicitation will be made available on HogBid, the University of Arkansas bid solicitation website: <http://hogbid.uark.edu/index.php>. During the time between the bid opening and contract award(s), with the exception of bidder questions during this process, any contact concerning this RFP will be initiated by the issuing agency and not the respondent. Specifically, the persons named herein will initiate all contact.

Respondents shall not rely on any other interpretations, changes, or corrections. It is the Respondent's responsibility to thoroughly examine and read the entire RFP document and any Q&A or addenda to this RFP. Failure of Respondents to fully acquaint themselves with existing conditions or information provided will not be a basis for requesting extra compensation after the award of a Contract.

**9.2 Agency Employees and Agents**

The Company shall be responsible for the acts of its employees and agents while performing services pursuant to the Agreement. Accordingly, the Company agrees to take all necessary measures to prevent injury and loss to persons or property while on the University premises. The Company shall be responsible for all damages to persons or property on and off campus caused solely or partially by the Company or any of its agents or employees. Company employees shall conduct themselves in a professional manner and shall not use the University’s facilities for any activity or operation other than the operation and performance of services as herein stated. The University reserves the right to deny access to any individual. The following conduct is unacceptable for the Company’s employees and agents: foul language, offensive or distasteful comments related to age, race, ethnic background or sex, evidence of alcohol influence or influence of drugs, refusal to provide services requested, refusal to make arrangements for additional services needed and general rudeness. The Company shall require standard criminal background checks on all employees of the Company in advance of the performance of any on-campus duties. Employees whose background checks reveal felony convictions of any type are to be either removed from all support activities on the University campus or reported to the University for review and approval in advance of the performance of any on-campus duties.

**9.3 Tobacco Free Campus**

Smoking and the use of tobacco products (including cigarettes, cigars, pipes, smokeless tobacco, and other tobacco products), as well as the use of electronic cigarettes, by students, faculty, staff, contractors, and visitors, are prohibited at all times on and within all property, including buildings, grounds, and Athletic facilities, owned or operated by the University of Arkansas and on and within all vehicles on University property, and on and within all University vehicles at any location.

**9.4 Disputes**

The successful vendor and the University agree that they will attempt to resolve any disputes in good faith. The vendor and the University agree that the State of Arkansas shall be the sole and exclusive venue for any litigation or proceeding that may arise out of or in connection with this contract. The vendor acknowledges, understands and agrees that any actions for damages against the University may only be initiated and pursued in the Arkansas Claims Commission. Under no circumstances does the University agree to binding arbitration of any disputes or to the payment of attorney fees, court costs or litigation expenses.

**9.5 Conditions of Contract**

The successful bidder shall at all times observe and comply with federal and Arkansas State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of work. The successful bidder shall indemnify and save harmless the University and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful bidder. The parties agree that this contract, including all amendments thereto, shall be construed and enforced in accordance with the laws of the State of Arkansas, without regard to choice of law principles.

**9.6 Contract Information**

Respondents should note the following regarding the State’s contracting authority, and amend any documents accordingly. Failure to conform to these standards may result in rejection of agency response:

A. The State of Arkansas may not contract with another party:

1. To pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason.

2. To indemnify and defend that party for liability and damages.

3. Upon default, to pay all sums that become due under a contract.

4. To pay damages, legal expenses, or other costs and expenses of any party.

5. To continue a contract once the equipment has been repossessed.

6. To conduct litigation in a place other than Washington County, Arkansas.

7. To agree to any provision of a contract that violates the laws or constitution of the State of Arkansas.

B. A party wishing to contract with UAF should:

1. Remove any language from its contract which grants to it any remedies other than:

- The right to possession.

- The right to accrued payment.

- The right to expenses of de-installation.

2. Include in its contract that the laws of the State of Arkansas govern the contract.

3. Acknowledge in its contract that contracts become effective when awarded by the University Purchasing Official.

**9.7 Reservation**

This RFP does not commit UAF to award a contract, to pay costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. UAF reserves the right to accept or reject (in its entirety), any response received as a result of this RFP, if it is in the best interest of the University to do so. In responding to this RFP, respondents recognize that the University may make an award to a primary vendor; however, the University reserves the right to purchase like and similar services from other agencies as necessary to meet operation requirements.

**9.8 Qualifications of Bidder**

Prime installing company must have a contractor's license in the state of Arkansas at the time of Project award. Documentation indicating the following requirements is to be provided with proposal.

1. Proof of Builder's Risk Insurance.
2. Relevant experience as detailed in the technical specifications.
3. Minimum $5 million in General Liability Insurance.
4. Payment and Performance Bond must be filed for 25% of total awarded part of job - filed upon award in Washington County, Arkansas

The University reserves the right to reject any Proposal if the evidence submitted by, or the investigation of, such Bidder fails to satisfy the University that said Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated herein.

The Bidder shall furnish a letter from their insurance and bonding company or companies signed by an authorized party of said company or companies that a Payment and Performance Bond in the amount of the proposed Contract can be supplied to the University with Proposal return.

**9.9 Default**

In the event that the contractor fails to carry out or comply with any of the Terms and Conditions of the contract with the University, the University may notify the Contractor of such failure or default in writing and demand that the failure or default be remedied within ten (10) working days, and in the event the Proposer fails to remedy such failure or default within the ten (10) working day period, the University shall have the right to cancel the contract upon thirty (30) days written notice. The cancellation of the contract, under any circumstances whatsoever, shall not effect or relieve contractor from any obligation or liability that may have been incurred or will be incurred pursuant to the contract and such cancellation by the University shall not limit any other right or remedy available to the University by law or in equity.

**9.10 Non Waiver of Defaults**

Any failure of the University at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of this agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of the University at any time to avail itself of same.

**9.11 Independent Parties**

Vendor acknowledges that under this contract it is an independent vendor and is not operating in any fashion as the agent of the University. The relationship of the vendor and University is that of independent contractors, and nothing in this contract should be construed to create any agency, joint venture, or partnership relationship between the parties.

**9.12 Governing Law**

The parties agree that this contract, including all amendments thereto, shall be construed and enforced in accordance with the laws of the State of Arkansas, without regard to choice of law principles. Consistent with the foregoing, this contract shall be subject to the Uniform Commercial Code as enacted in Arkansas.

**9.13 Proprietary Information**

Proprietary information submitted in response to this bid will be processed in accordance with applicable University of Arkansas procurement procedures. All material submitted in response to this bid becomes the public property of the State of Arkansas and will be a matter of public record and open to public inspection subsequent to bid opening as defined by the Arkansas Freedom of Information Act. The Respondent is hereby cautioned that any part of its bid that is considered confidential, proprietary, or trade secret, must be labeled as such and submitted in a separate envelope along with the bid, and can only be protected to the extent permitted by Arkansas law.

**9.14 Disclosure**

Disclosure is a condition of this contract and the University of Arkansas cannot enter into any contract for which disclosure is not made.

Arkansas’s Executive Order 98-04 requires all potential contractors disclose whether the

individual or anyone who owns or controls the business is a member of the Arkansas

General Assembly, constitutional officer, state board or commission member, state

employee, or the spouse or family member of any of these. If this applies to the bidder’s

business, the bidder must state so in writing.

Bidders shall clearly identify in the Proposal if any subcontractors will be utilized to fulfill the

Project. Bidder shall provide sufficient detail to demonstrate the subcontractor’s ability to

meet the requirements and delivery schedule of UAF. Any construction subcontract doing

work in the amount of $20,000 or more shall also be licensed in the State of Arkansas at the

time of bid submittal. Each subcontractor shall execute a confidentiality agreement with

Bidder that is at least as protective of UAF as those terms and conditions set forth in the

Confidentiality Agreement between UA and the Bidder. Bidder shall furnish each such

subcontractor confidentiality agreement to UA. Under no circumstances shall Bidder make

any information available from this RFP to a third party without having signed a

confidentiality agreement with the third party and provided same to UAF.

**9.15 Proposal Modification**

Proposals submitted prior to the Proposal opening date may be modified or withdrawn only by written notice to the University of Arkansas. Such notice must be received by the University Purchasing Official prior to the time designated for opening of the Proposal. Respondent may change or withdraw the Proposal at any time prior to Proposal opening; however, no oral modifications will be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted Proposal that are addressed in the same manner as the Proposal and that are received prior to the scheduled Proposal opening time will be accepted. The Proposal, when opened, will then be corrected in accordance with such written requests, provided that the written request is contained in a sealed envelope that is clearly marked with the RFP number and “Modification of Proposal”. No modifications of the Proposal will be accepted at any time after the Proposal due date and time.

**9.16 Prime Contractor Responsibility**

Single and joint vendor bids and multiple bids by vendors are acceptable. However, the selected bidder(s) will be required to assume prime contractor responsibility for the contract and will be the sole point of contact with regard to the award of this RFP.

**9.17 Period of Firm Proposal**

Prices for the proposed services must be kept firm for **at least 120 days** after the Proposal Due Date specified on the cover sheet of this RFP. Firm Proposals for periods of less than this number of days may be considered non-responsive. The Respondent may specify a longer period of firm price than indicated here. If no period is indicated by the Respondent in the Proposal, the price will be firm for 120 days or until written notice to the contrary is received from the Respondent, whichever is longer.

**9.18 Warranty**

All proposals shall include a parts and labor warranty as specified in this RFP on all proposed equipment for at least two (2) years from the date of acceptance of the system. This includes any and all equipment necessary to perform any needed repairs. The service entity shall be one that will offer emergency response availability as well.

**The vendor must:**

1. Clearly define in detail the warranty period for hardware, software, and system component(s) after system acceptance along with support availability.
2. Define the provisions of the warranty regarding response time for service and support.
3. Outline the standard or proposed plan of action for correcting hardware and software problems during the warranty period.
4. Respondents must itemize any products, services, and labor that are excluded from warranty.

**9.19 Errors and Omissions**

The Respondent is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. Should the Respondent suspect any error, omission, or discrepancy in the specifications or instructions, the Respondent shall immediately notify the University Purchasing Official, in writing, and the University of Arkansas shall issue written instructions to be followed. The Respondent is responsible for the contents of its Proposal and for satisfying the requirements set forth in the RFP.

**9.20 Award Responsibility**

The University Purchasing Official will be responsible for award and administration of any resulting contract(s). The University reserves the right to reject any or all bids, or any portion thereof, to re-advertise if deemed necessary, and to investigate any or all bids and request additional information as necessary in order to substantiate the professional, financial and/or technical qualifications of the Bidders.

Contract(s) will be awarded to the Bidder(s) whose proposal adheres to the conditions set forth in the RFP, and in the sole judgment of the University, best meets the overall goals and financial objectives of the University. A resultant contract will not be assignable without prior written consent of both parties.

Where contract negotiations with a respondent do not proceed to an executed contract within a time deemed reasonable by The University of Arkansas (for whatever reasons), The University of Arkansas may reconsider the Proposals of other respondents and, if appropriate, enter into contract negotiations with one or more of the other respondents. Proposals shall remain valid and current for the period of 60 days after the due date and time for submission of Proposals. The respondent and University agree that time is of the essence in all respects concerning the award of contract and performance hereunder.

**9.21 Confidentiality and Publicity**

From the date of issuance of the RFP until the opening date, the Respondent must not make available or discuss its Proposal, or any part thereof, with any employee or agent of the University of Arkansas. The Respondent is hereby warned that any part of its Proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by law. All material submitted in response to this RFP becomes the property of the University of Arkansas.

News release(s) by a vendor pertaining to this RFP or any portion of the project shall not be made without prior written approval of the University Purchasing Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the respondent's bid. The University Purchasing Official will not initiate any publicity relating to this procurement action before the contract award is completed.

Employees of the company awarded the contract may have access to records and information about University processes, employees, including proprietary information, trade secrets, and intellectual property to which the University holds rights. The company agrees to keep all such information strictly confidential and to refrain from discussing this information with anyone else without proper authority.

**9.22 Respondent Presentations**

The University of Arkansas reserves the right to, but is not obligated to, request and

require that final contenders determined by the Evaluation Committee provide a formal

presentation of their Proposal at a date and time to be determined by the Evaluation

Committee. Respondents are required to participate in such a request if the University of

Arkansas chooses to engage such opportunity.

**9.23 Excused Performance**

In the event that the performance of any terms or provisions of this Agreement shall be

Delayed or prevented because of compliance with any law, decree, or order of any

governmental agency or authority, either local, state, or federal, or because of riots, war,

acts of terrorism, public disturbances, unavailability of materials meeting the required

standards, strikes, lockouts, differences with workmen, fires, floods, Acts of God, or any

other reason whatsoever which is not within the control of the party whose performance is

interfered with and which, by the exercise of reasonable diligence, such party is unable to

prevent (the foregoing collectively referred to as "Excused Performance"), the party so

interfered with may at its option suspend, without liability, the performance of itsobligations

during the period such cause continues, and extend any due date or deadline for

performance by the period of such delay, but in no event shall such delay exceed six (6)

months.

**9.24 Funding Out Clause**

If, in the sole discretion of the University, funds are not allocated to continue this

Agreement, or any activities related herewith, in any future period, then the University will

not be obligated to pay any further charges for services, beyond the end of the then

current period. The Company will be notified of such non-allocation at the earliest possible

time. No penalty shall accrue in the event this section is exercised. This section shall not

be construed so as to permit the University to terminate the Agreement in order to acquire

similar service from a third party.

**9.25 Indicia**

The respondents and the Company acknowledges and agrees that the University owns

the rights to its name and its other names, symbols, designs, and colors, including without

limitation, the trademarks, service marks, designs, team names, nicknames, abbreviations,

city/state names in the appropriate context, slogans, logo graphics, mascots, seals, color

schemes, trade dress, and other symbols associated with or referring to the University of

Arkansas that are adopted and used or approved for use by the University (collectively the

“Indicia”) and that each of the Indicia is valid. Neither any respondent nor Company shall

have any right to use any of the Indicia or any similar mark as, or a part of, a trademark,

service mark, trade name, fictitious name, domain name, company or corporate name, a

commercial or business activity, or advertising or endorsements anywhere in the world

without the express prior written consent of the University. Any domain name, trademark or

service mark registration obtained or applied for that contains the Indicia or any similar

mark upon request shall be assigned or transferred to the University without

compensation.

**9.26 RFP Interpretation**

Interpretation of the wording of this document shall be the responsibility of the University of Arkansas and that interpretation shall be final.

**9.27 Time is of the Essence**

Vendor and University agree that time is of the essence in all respects concerning this contract and performance herein.

**9.28 Complete Response**

It shall be the responsibility of the bidder to ensure all specified equipment and scopes-of-work requirements described in the RFP are sufficient to ensure the University of Arkansas is supplied with a fully functional system. Equipment or scope-of-work responsibilities not specifically addressed in the specifications, but realized by the bidder to be essential for system installation and functionality, must be included in the bidder’s quote. The Respondent must demonstrate that it has the operational experience, financial resources and personnel necessary to successfully provide the services specified in this RFP. A Respondent must be financially solvent.

**9.29 Limitation of Liability**

Each Bidder, by submitting a Proposal, agrees that any costs incurred by the Bidder in responding to this RFP, or in support of activities associated with this RFP, will be borne by the Bidder. The Owner shall incur no obligation or liability whatsoever to Bidder or any third party by reason of the issuance of this RFP or by actions of Bidder or any third party. This RFP does not commit the Owner to reimburse Bidders for any cost incurred in the submission of a Proposal or in making necessary studies or designs for the preparation thereof, nor does it commit the Owner to procure or contract for the services or material provided therein.

**9.30 Current Litigation or Arbitration**

By responding, Bidders warrant and represent that they are not currently involved in litigation or arbitration concerning the Proposal, Bidder performance of projects similar to the Project for other Bidder customers, any other matter that might have a connection with the Project, and that no judgments or awards have been made against the Bidder on the basis of the Bidder's performance in providing the same, unless such fact is disclosed to UAF in the Proposal. Bidder warrants that it is legally able to perform all of the requirements contained herein, and neither it nor its personnel are precluded from performing the work on the basis of any current or prior agreement or litigation.

**9.31 Proposal Validity**

* The RFP submission shall remain valid for 120 days after opening, unless the Respondent is specifically released in writing by the Owner. This period may be extended with the mutual consent of the parties concerned, acting reasonably.
* All blank spaces for the Proposal and Option Prices shall be filled in with ink.
* Any alteration which modifies, restricts or limits all or any part of the Proposal in a manner other than expressly provided for in the Proposal Documents may be cause for the Proposal to be considered non-responsive.
* Proposals shall be complete with unit prices inserted, which shall include all supply and installation labor, materials and equipment, overhead and profit for the particular work involved, and the number of working days.
* Proposals shall include the amount to be added or deducted from the base proposal for specific items as noted on the Proposal form.
* Proposals having unfilled blanks in any part of the Proposal Documents may be considered non-responsive.
* In case of discrepancy in a Proposal form, the lesser amount shall be deemed the amount.

**9.32 Delivery**

The RFP indicates the date of substantial completion for the project. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in award or rejection of bid. The University has the right to extend delivery if reasons appear valid.

**10. INSTRUCTION TO BIDDERS**

**10.1** Respondents must comply with all articles of the Standard Terms and Conditions documents posted on our Hogbid website as counterpart to the RFP document, and any associated appendices, as well as all articles within the RFP document. The University of Arkansas is not responsible for any misinterpretation or misunderstanding of these instructions on the part of the Bidders.

**10.2** Respondents must address each section of the RFP. An interactive version of the RFP document will be posted on our Hogbid website. Bidders can insert responses into the document provided, or create their own response document making sure to remain consistent with the numbering and chronological order as listed in our RFP document. Ultimately, bidders must ‘acknowledge’ each section of our document in their bid response.

In the event that a detailed response is not necessary, the respondent shall state “ACKNOWLEDGED” as the response to indicate that the respondent acknowledges, understands, and fully complies with the specification. If a description is requested, please insert detailed response accordingly. Bidder’s required responses should contain sufficient information and detail for the University to further evaluate the merit of the vendor’s response. Failure to respond in this format may result in bid disqualification.

**10.3**Any exceptions to any of the terms, conditions, specifications, protocols, and/or other requirements listed in this RFP must be clearly noted by reference to the page number, section, or other identifying reference in this RFP. All information regarding such exceptions to content or requirements must be noted in the same sequence as its appearance in this RFP.

**10.4** Proposals will be publicly opened in the Purchasing Office, Room 321 Administration Building, The University of Arkansas, Fayetteville, Arkansas, 72701, at 2:30 p.m. CST, on the proposal due date. All responses must be submitted in a sealed envelope with the response number clearly visible on the OUTSIDE of the envelope/package. No responsibility will be attached to any person for the premature opening of a response not properly identified.

**Agencies must submit one (1) signed original, one (1) signed copy, and one (1) electronic copy of their proposal.** Proposalsmust be received at the following location prior to the time and date specified within the timeline this RFP:

University of Arkansas, Fayetteville

Office of Business Affairs - Procurement

Administration Building, Room 321

1125 W. Maple St

Fayetteville, Arkansas 72701

One (1) copy of referenced or otherwise appropriate descriptive literature must accompany a submitted bid. **Electronic copies must be provided on a CD-ROM or USB Flash drive** (labeled with the respondent’s name and the Bid Number), readable by the University, with the documents in Microsoft Windows versions of Microsoft Word, Microsoft Excel, Microsoft Visio, Microsoft PowerPoint, or Adobe PDF formats; other formats are acceptable as long as that format’s viewer is also included or a pointer is provided for downloading it from the Internet. Responses shall be publicly opened and announced at that time.

**Respondent shall also transmit one (1) electronic copy of proposal to UAF’s Consultant for delivery on same day:** [**tsemple@wjhw.com**](mailto:tsemple@wjhw.com)

**NOTE: No award will be made at bid opening. Only names of respondents and a preliminary determination of proposal responsiveness will be made at this time.**

Respondents may deliver their responses either by hand or through U.S. Mail or other available courier services to the address shown above. **Include the RFP name and number on the outside of each package and/or correspondence related to this RFP.** No call-in, emailed, or faxed responses will be accepted. The Respondent remains solely responsible for insuring that its response is received at the time, date, and location specified. The University of Arkansas assumes no responsibility for any response not so received, regardless of whether the delay is caused by the U.S. Postal Service, University Postal Delivery System, or some other act or circumstance. Responses received after the time specified in this RFP will not be considered. **All responses received after the specified time will be returned unopened**.

**10.5** For a bid to be considered, an official authorized to bind the respondent to a resultant contract must include signature in the blank provided on the RFP cover sheet. Failure to sign the response as required will eliminate it from consideration.

**10.6** All official documents, including responses to this RFP, and correspondence shall be included as part of the resultant contract.

**10.7** The University of Arkansas reserves the right to award a contract or reject a bid for any or all line items of a bid received as a result of this RFP, if it is in the best interest of the University to do so. Bids will be rejected for one or more reasons not limited to the following:

* + - * 1. Failure of the vendor to submit the bid(s) and bid copies as required in this RFP on

or before the deadline established by the issuing agency.

* + - * 1. Failure of the vendor to respond to a requirement for oral/written clarification, presentation, or demonstration.
        2. Failure to submit complete and thorough response, and provide the bid security or

performance security if required.

* + - * 1. Failure to supply vendor references if required.
        2. Failure to sign an Official Bid Document.
        3. Failure to complete the Official Bid Price Sheet, if applicable
        4. Any wording by the respondent in their response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a bid requirement in this RFP.

The University of Arkansas reserves the right to:

* Make all decisions regarding this proposal, including, without limitation, the right to decide whether a proposal does or does not substantially comply with the requirements of this RFP.
* Accept, reject, or negotiate modifications in any terms of bidder’s proposal or any part thereof, and to waive informalities.
* To reject any or all proposals received.
* Reject any/all requested sections of proposal.

**10.8** If the bidder submits standard terms and conditions with the bid, and if any section of those terms is in conflict with the laws of the State of Arkansas, the State laws shall govern. Standard terms and conditions submitted may need to be altered to adequately reflect all of the conditions of this RFP, the bidder's responses and Arkansas State law.

**11. INDEMNIFICATION / BONDS / INSURANCE**

Bidder shall indemnify and hold harmless, and at UAF’s option defend, UAF, WJHW and each of their respective parent and affiliate companies, and each of their respective officers, directors, employees, agents, successors and assigns from and against any and all claims, damages and expenses, including legal fees, incurred directly or indirectly by such parties and their respective officers, directors, employees, agents, successors and assigns that arise out of or relate to (i) any claim that the Bidder’s response or Proposal, or any part thereof, infringes the intellectual property rights of a third party; or (ii) UAF’s receipt, copying or use of the Bidder’s Proposal. Offerer shall not commence any work under the Agreement until they have obtained all of the prescribed insurance and bonds, and such insurance and bonds have been approved by UAF.

The successful bidder shall purchase and maintain at bidder’s expense, the following minimum insurance coverage for the period of the contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to the University.

Workers Compensation: As required by the State of Arkansas.

Comprehensive General Liability, with no less than $1,000,000 each occurrence/$2,000,000 aggregate for bodily injury, products liability, contractual liability, and property damage liability.

Comprehensive Automobile Liability, with no less than combined coverage for bodily injury and property damage of $1,000,000 each occurrence.

Policies shall be issued by an insurance company authorized to do business in the State of Arkansas and shall provide that policy may not be canceled except upon thirty (30) days prior written notice to the University of Arkansas.

Contractor shall furnish University with a certificate(s) of insurance effecting coverage required herein. Failure to file certificates or acceptance by the University of certificates which do not indicate the specific required coverages shall in no way relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of Contractor concerning indemnification. Proof of Insurance must be included in bid response.

Contractor shall, at their sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this agreement, and shall post or display in a prominent place such permits and/or notices as are required by law.

**12. COMPANY OVERVIEW**

The supplier shall provide a general overview of the company including the following information:

* Foundation date
* Description of core activities
* Major company and distributor locations
* Total number of clients
* Total number of clients in higher education
* Current financial status and revenues – Overview only

**13. BEST AND FINAL OFFER**

The University of Arkansas reserves the right to request a Best and Final Offer from finalist Respondents, if it deems such an approach necessary. In general, the Best and Final Offer would consist of updated costs as well as answers to specific questions that were identified during the evaluation of Proposals.

If the University of Arkansas chooses to invoke this option, responses would be re- evaluated by incorporating the information requested in the Best and Final Offer document, including costs, and answers to specific questions presented in the document. The specific format for the Best and Final Offer would be determined during evaluation discussions.

**14. EVALUATION AND SELECTION PROCESS**

A committee representing The University of Arkansas will perform an evaluation of the proposals. The University of Arkansas reserves the right to award multiple contracts to multiple bidders based on variables other than just cost, in which The University of Arkansas judgment most nearly conforms to the specifications, requirements and goals of the project to be contracted. The University of Arkansas at its sole discretion reserves the right to accept the Proposal or Proposals deemed most favorable to the University of Arkansas and may choose to award part or all of the scope of work contained in this RFP to a single firm or multiple firms. Furthermore, The University of Arkansas does not guarantee that any actual Agreement will ensue as a result of the RFP and its evaluation process. Each response will receive a complete evaluation and will be assigned a score of up to 100 points possible based on the items listed below. Points will be assigned as follows:

1. **Complete/Thorough Proposal** (Max 30 Points)

Agency with the highest rating shall receive thirty (30) points. Points shall be assigned based on factors within this category, to include but are not limited to:

* Understanding of the nature of the project
* Detailed proof of all requested qualifications and specified services
* Installation team/project manager
* Proof of proper state of Arkansas credentials
* Ability to integrate proposed new control system with existing, and new sound components and infrastructure
* Performance/sound quality of proposed products

1. **Agency History and Past Performance** (Max 20 Points)

Agency with highest rating shall receive twenty (20) points. Points shall be assigned based on factors within this category, to include but are not limited to:

* Agency Overview
* Relevant Experience with Professional and Bowl Subdivision University projects or similar projects and timelines
* Ability to integrate proposed new control system with existing, and new sound components and infrastructure
* Performance/sound quality of proposed products
* Assessment of previous performance
* References

1. **Project Timeline** (Max 10 Points)

Agency with highest rating shall receive ten (10) points. Points shall be assigned based on factors within this category, to include but are not limited to:

* Capacity to complete the project within realistic timeframe as specified in this RFP (as specified in the scope).

**D. Support Services** (Max 10 Points)

Agency with highest rating shall receive ten (10) points. Points shall be assigned based on factors within this category (as specified in the scope).

**E. Cost** (Max 30 Points)

Agency having best value pricing shall receive thirty (30) points. Remaining bids shall receive points in accordance with the following formula:

**(a/b) x c = d**

a = lowest cost bid in dollars

b = second (third, fourth, etc.) lowest cost bid

c = maximum points for Cost category (30)

d = score allocated to bid

Failure of the Respondent to provide in his/her proposal any information requested in this RFP may result in disqualification of his/her proposal and shall be the responsibility of the respondent.

**APPENDIX I: Integrated Audio System and Equipment**

Refer to separate counterpart to this RFP document (labeled accordingly).

APPENDIX II: Official Price Sheet

**Reference Section 3-Costs** for further instruction, and the corresponding Bid Price Sheet provided as separate counterpart to this RFP document (labeled accordingly). Please complete the price sheet as provided and submit within your proposal. If pricing is dependent on any assumptions that are not specifically stated on the Official Price Sheet, please list those assumptions accordingly on a separate spreadsheet and show detailed pricing. Any additional pricing lists should remain attached to the Official Price Sheet for purposes of accurate evaluation. **Pricing must be valid for 120 days following the bid response due date and time.**

**APPENDIX III: Bidder Information/Reference**

Bidder must provide the following information as part of this proposal:

1. Respondent Representative

Contact Name

Telephone

Email Address

Address

2. References of your current customer(s) as specified in **Section 4** of this RFP document:

a. Company/Organization Name:

Contact Name

Telephone

Email Address

Address

b. Company/Organization Name:

Contact Name

Telephone

Email Address

Address

c. Company/Organization Name:

Contact Name

Telephone

Email Address

Address

3. Contact information for two former customers that have left your services in the last three years as specified in **Section 4** of this RFP document:

a. Company/Organization Name:

Contact Name

Telephone

Email Address

Address

b. Company/Organization Name:

Contact Name

Telephone

Email Address

Address