

REQUEST FOR PROPOSAL

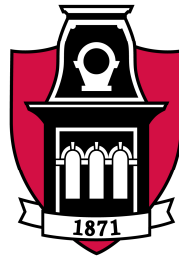
AUDIO/VISUAL SYSTEMS

Indefinite Delivery Indefinite Quantity (IDIQ) *for*

New and Existing Buildings

University of Arkansas

Fayetteville, Arkansas



UNIVERSITY OF
ARKANSAS

March 14, 2019

Bernhard TME
Engineering

TABLE OF CONTENTS

Section	Name	Page
00100	Notice for Proposals	3
00200	Instructions for Proposers	4
00300	Standard Terms and Conditions	11
00400	Contract Information	14
00500	Proposal Form	21
00600	Technical Specifications	26
00700	Company Confidential Request List	40
Appendix 1	Contract and Grant Disclosure Form	41
Appendix 2	Equal Opportunity Policy Disclaimer	43
Appendix 3	Illegal Immigrant Certification Form	44
Appendix 4	Restriction of Boycott of Israel Certification	45
Appendix 5	Floorplan – Room Type N1 Standard Classroom	46
Appendix 6	Floorplan – Room Type N2 Standard Meeting Room	47
Appendix 7	Floorplan – Room Type N3 Auditorium (100+ Seats)	48
Appendix 8	Floorplan – Room Type N4 Auditorium (300+ Seats)	49
Appendix 9	Excel Spreadsheet – Cost Proposal Worksheet	50

00100 - NOTICE FOR PROPOSALS

1. The University of Arkansas is requesting proposals from qualified equipment Vendors to furnish and deliver complete and fully operational Audio-Visual Systems to be used in campus construction and renovation projects at the University of Arkansas in Fayetteville. The intent of the University of Arkansas is to award one contract for Indefinite Delivery and Indefinite Quantity (IDIQ) of equipment specified in the Request for Proposals (RFP.)
2. Quantities and specific sizes and/or types of equipment described in the Request for Proposal are estimates only for the purposes of evaluation of proposals, and the University of Arkansas reserves the right to purchase more or less equipment at any time during the term of the contract. The initial contract term will be one year, but the University of Arkansas may renew the contract annually up to six (6) additional years.
3. A Pre-proposal Conference will be held on March 28, 2019 at 11:00 a.m. local time, in the main conference room (FAMA A103) of Facilities Management, 521 South Razorback Road, Fayetteville, Arkansas.
4. The sealed Proposal will be due in the Office of Business Affairs, The University of Arkansas, Room 321, Administration Building, Fayetteville, Arkansas 72701, not later than 3:00 p.m. on April 9, 2019, at which time the sealed RFP will be opened. Ten (10) printed and one (1) electronic copies of the complete proposal will be required.
5. Proposals will be received and acknowledged by Purchasing Services in a public opening. Proposals will be privately evaluated by the selection team. Vendors submitting Proposals will be notified of selection within sixty (60) calendar days after designated closing time for the receipt of Proposals. Upon request Vendors may be required to present an overview of the proposals to the UAF evaluation and selection team.
6. The full Request for Proposals (RFP) is available for download at <http://planning.uark.edu/rfq>. Copies of the RFP may also be obtained from the office of BernhardTME, 2039 Green Acres Road, Fayetteville, AR 72703; phone (479) 521.8634

END OF SECTION

00200 – INSTRUCTIONS FOR PROPOSERS

1. **Project Scope Overview:** The scope of services provided by the Vendor under this RFP shall be the supply of Audio-Visual (A/V) Systems, including delivery, installation, necessary training for Owner's personnel, and warranty services as specified for three general types of projects: 1) New Construction, 2) Renovation Construction, and 3) Parts Procurement. Potential Vendors shall provide pricing for the design and the installation of Audio-Visual (A/V) multimedia systems in classrooms, meeting rooms, and auditoriums, using the proposal format provided in this document. The cost of material, engineering, shop drawings, basic warranty (as defined in this document), start up and labor cost for installing the complete and operable systems shall be included in the line item component prices.

A. A/V Equipment in New Construction and/or Renovation Construction

- 1) All products shown and specified shall be priced by an IDIQ arrangement with unit pricing.
- 2) The selected Vendor may either operate as a subcontractor to a General Contractor or as a Prime Contractor at the discretion of the University. It is imperative that the Vendor provide close coordination and scheduling with the electrical contractor and/or General Contractor.
- 3) The selected Vendor will be required to coordinate with the design team on specific University projects, develop and provide a design for A/V systems, and develop pricing which may become an allowance for the construction budget.
- 4) The Vendor may be held accountable for any Performance Bonds or liquidated damages as enforced by the University or the General Contractor.
- 5) The Vendor shall be responsible for providing all materials and labor for the complete installation of the system covered by this RFP, including necessary system design. In addition, pricing in the Proposal shall include all necessary cabling and connections for a complete installation.
- 6) Electrical work is excluded from the scope of work of this RFP. Any building voltage required (120V or above) is to be provided outside of the scope of this IDIQ agreement.

B. A/V Equipment Unit Pricing for Parts (Uninstalled Equipment)

- 1) All products shown and specified will be priced by an IDIQ arrangement with unit pricing.
 - 2) Products shall be priced as delivered but uninstalled.
2. The Vendor shall have a current Arkansas contractor's license. The selected Vendor shall install all systems in accordance with project construction documents, code requirements and the manufacturer's recommendations. The system Vendor will be required to provide equipment, submittal documents (shop drawings and maintenance manuals), and coordinate equipment delivery, attend any General Contractor-required or University coordination meetings and install complete and operational systems.
 3. **Technological Advances:** Due to changes and the rapid advance of new technology, the component list in this RFP is subject to amendment based on a yearly review by the University.
 4. It is the intent of the University of Arkansas (UA) to contract for the supply of A/V Systems for a period of one (1) year, beginning on the date of issue of the written University of Arkansas Purchase Order

or Contract, with annual options to renew the contract for additional one (1) year periods up to six (6) renewals at the sole discretion of the UA. The prices provided in the Proposal by the selected Vendor will be incorporated into the first-year contract or purchase order.

5. The purchase order or contract will be utilized by UA Facilities Management for procurement of equipment for new and existing buildings. However, the University may assign the procurement of A/V Systems to contractors working on University projects, and the successful Vendor shall extend the same pricing to those authorized contractors of the University as if directly purchased by the University under the same terms and conditions of this agreement. The University reserves the right to place orders against this contract in either large or small lots, whichever is in the best interest of the University.
6. The form of the contract shall be a University of Arkansas Purchase Order or Contract, containing reference to these requirements and the successful Vendor(s) proposal or assignment to a Contractor under contract to the University.
7. This agreement with the Vendor in no way prohibits the University from procuring Audio-Visual Systems by other means if it is deemed to be in the best interest of the University.
8. Cost increases at contract renewal will be negotiated with certain limitations and will require justification on behalf of Vendor's manufacturer. If in the sole opinion of the University, the pricing does not remain competitive, or if service or product quality becomes unsatisfactory, the University reserves the right to terminate the contract with thirty (30) days written notice.
9. Proposals not fully compliant with all sections of the Request for Proposal may be deemed non-responsive and may not be evaluated. However, the University reserves the right to waive any formality or irregularity in any Proposal if deemed to be in the best interest of the University. In addition, the University reserves the right to reject any or all Proposals.
10. If language in this RFP differs from other language in the University of Arkansas' Standard Terms and Conditions or other standard forms, the language in this RFP shall govern.
11. Unless dictated by other specific project contract documents which may take precedence, all new equipment shall have a parts and labor warranty for a minimum period ending two (2) years from start-up and acceptance by the University. To minimize downtime, all Warranty work shall be performed by a local agent who is available for same-day onsite equipment replacement or temporary workaround. Technical support shall have a same-day call-back during normal, non-holiday, business hours between 7:00 am and 5:00 pm.
12. All prices in the Proposal shall include mileage and travel expenses. Mileage and travel expenses for all installation, support, maintenance, or any other on-site service performed under IDIQ contracts resulting from this RFP will not be reimbursed by the University.
13. Proposals shall be delivered by the time and to the place stipulated in Section 00100, Notice to Proposers, in this Request for Proposal. It is the sole responsibility of the Vendor to see that Proposals are received on, or prior to, the designated closing time for receipt of Proposals. Proposals received after the designated closing time will not be considered.

14. **Clarifications:** All questions regarding the Proposal shall be submitted to the consulting engineering firm of Bernhard TME in writing (fax 479.521.1014 or email to GLogan@bernhardtme.com). Questions must be submitted no later than seven (7) calendar days prior to the schedule closing time for the receipt of Proposals. Clarifications to questions will be in the form of a written addendum to the RFP. Last day for contractor questions will be April 2, 2019.
15. Any addenda issued during the time of submission of Proposals shall be addressed in the Proposal and shall be made a part of the Contract. Receipt of the addenda shall be acknowledged on the Proposal Price Form in the location provided. No addenda will be issued later than three (3) working days prior to the designated closing time for receipt of Proposals, except as an addendum withdrawing the Request for Proposal, or one that includes a postponement of the designated closing time for receipt of Proposals. Vendors shall ascertain, prior to submitting a Proposal, that the Vendor has received all issued addenda.
16. During the term of the Purchase Order or Contract for the successful Vendor, the University intends to utilize the services of its own staff and various engineers and architects for design services. Successful Vendors shall provide all required application, engineering/design, and technical assistance services to these parties for the execution of University-related work at no additional cost. Field technical services for commissioning, instrument configuration, and start-up shall be included in the purchase cost.
17. Any Vendor may withdraw their Proposal, either personally or by written request, at any time prior to the scheduled closing time for receipt of Proposals.
18. **Failure to Receive a Purchase Order:** In the event that the selected Vendor fails to receive a Notice of Intent to Award within 60 days as defined in *Section 00300 Standard Terms and Conditions*, the selected Vendor and the University shall be unconditionally released of all obligations, and the University shall not be responsible for any associated costs to the Vendor. The selected Vendor and the Owner, however, may decide to proceed with the purchase based upon revised terms and conditions that are agreeable to both parties.
19. **Shop Drawings, Submittal Documents, Maintenance Manuals, and Owner's CMMS Information:** It should be noted that the selected Vendor shall furnish to the Owner one (1) printed copy and one (1) electronic copy (on a CD) of the Vendor's standard product and performance data if awarded a purchase order or contract. Standard product and performance data shall be updated and delivered on an annual basis. In addition, the selected Vendor shall provide up to ten (10) copies of project specific information for each project as required by the Owner, the project design team, or construction documents, including but not limited to shop drawings, submittal documents, operation & maintenance manuals, and completed equipment information data sheets for entry into the Owner's Computerized Maintenance Management System. Upon the request of the Owner, Vendor shall also provide three references where similar installations and systems have been provided. Prices shown in Section 00500 Proposal Form shall include preparation and delivery of all information described above.
20. **Proprietary Information:** Proprietary information, if any, submitted in response to this RFP will be processed in accordance with the applicable University of Arkansas Procurement procedures. All material submitted in response to this RFP becomes the public property of the State of Arkansas and will be a matter of public record and open to public inspection subsequent to proposal opening as

defined by the Arkansas Freedom of Information Act. The respondent is hereby cautioned that any part of its proposal that is considered confidential, proprietary, or a trade secret, must be labeled as such and submitted in a separate envelope along with the proposal, and can only be protected to the extent permitted by Arkansas Law. Comingling of proprietary/confidential and other proposal information is NOT acceptable. Neither a proposal, in its entirety, nor proposal pricing will be considered proprietary/confidential information after a proposal opening has been accomplished and awarded. Any information that will be included in any resulting contract cannot be considered proprietary/confidential.

21. Ethical Standards: "It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business."
22. FORM OF THE PROPOSAL: The form of the proposal shall consist of the items noted below.
 - A. Submit ten (10) printed and one (1) electronic copy of complete sets of the following in a sealed opaque envelope bearing the title of the RFP and the name of the Vendor: the Proposal Forms in Section 00500 (Including printed copies of the completed spreadsheets provided), the Contract and Grant Disclosure Form, The Equal Opportunity Policy Disclaimer, and the Illegal Immigrant Certification Form. All documents shall be signed by the person or persons legally authorized to bind the Vendor to an Agreement. In addition, submit ten (10) printed and one (1) electronic copies of descriptive and technical literature described in Item 24 below.
 - B. The Company Confidential Information Request List in Section 00700, and any additional information required for a complete response relating to financial competitiveness, market share, or information that can be construed to be privileged, shall be submitted in a sealed opaque envelope bearing the NAME and SIGNATURE of the official agent for the Vendor, the title of the RFP and the name of the Vendor, and clearly marked "Company Confidential". Each page of information contained in this envelope shall be individually marked with the name of the Vendor and clearly marked "Company Confidential". Vendors are encouraged to consult the Arkansas FOI Act to determine what type of information can be deemed Company Confidential.
23. All cost proposals shall be made on the Proposal Price Form or attachments described in Section 00500. If additional space is needed beyond what is provided on the form, blank sheets of paper may be referenced on the Proposal Price Form and attached. In the proposal, Vendors shall design and provide pricing for A/V Systems for four standard rooms as defined in the Proposal and Technical Specifications. The cost of equipment, connection materials, engineering and design, shop drawings, basic warranty (as defined in this document), start up and labor cost for installing the complete and operable systems shall be included in the line item component prices.
24. Vendors shall provide descriptive and technical literature and complete specifications applicable to each item included in their proposal, including the list shown below. It is recommended that Vendors highlight features and capabilities that may exceed the minimum requirements in the specification, and provide documentation to justify such claims. Vendors shall provide the requested information organized and bound in three (3) ring "D" style binders containing the technical submittals, company information, and all other remaining information neatly tabbed and indexed. Vendors are

encouraged to provide any information that will assist the University in comparing the Vendor's offering to the Evaluation Criteria.

- A. Provide a full written scope of work detailing each aspect of the multimedia systems required by the specifications, including services and quality standards.
 - B. Provide a list of all locations where responding Vendor has installed similar systems.
 - C. Describe fully how maintenance shall be handled and identify any potential costs or charge out rates not included in the hourly rates shown in the proposal.
 - D. Describe allowable repair time for equipment failure and how the system shall be supported in case of system failure.
 - E. Provide a discussion on the amount of training necessary to provide to the University staff on operation of the system.
 - F. Provide manufacturer specification data sheets for all major system components.
 - G. Provide proof that responding Vendor's full-time employee (available to the University) is a Certified Programmer for the proposed control system.
 - H. Provide proof that responding Vendor's Project Engineer and Programmer (available to the University) is CTS certified.
 - I. Describe the support staff that is available to support local personnel, their qualifications, geographic location, and types of support to be provided and under what conditions.
 - J. Describe the ability and proficiency of your support and programming staff to provide integration, programming, service, and support for the existing Crestron systems utilized by the University. The University has a significant investment in Crestron systems, and a new provider will be required to provide support, programming, and potential integration for existing University equipment.
 - K. Describe the support staff that is available to support local personnel, their qualifications, geographic location, and types of support to be provided and under what conditions.
 - L. Provide preliminary/conceptual design plans, and expected project duration from mobilization to start-up for the fully integrated A/V solutions for each of the sample rooms. For estimating project duration, assume no delays from other trades.
25. PROPOSAL EVALUATION CRITERIA: Factors which will be considered in the evaluation process:
- A. The University will utilize an evaluation team for the evaluation of this RFP. An award will be made to the vendor who receives the most points based upon the following evaluation criteria:

1. **Selection Criteria:**

The point system for selection criteria is indicated in the following table:

Criteria	Total Available Points
<p>1. The sum of total costs of installed min. component solutions for Rooms I1, I2, I3, and I4:</p> <p>Proposal with lowest grand total will receive 40 points. Remaining proposals shall receive points in accordance with the following formula:</p> <p>(a/b) c = d, where:</p> <p>a = the lowest cost bid b = the second (third, fourth, etc.) cost bid c = the maximum number of points allowed (40) d = number of points allocated</p>	40
<p>2. The sum of total costs of unit pricing of uninstalled parts listed in the spreadsheet:</p> <p>Proposal with lowest grand total will receive 25 points. Remaining proposals shall receive points in accordance with the formula above:</p>	10
<p>3. Programming, Maintenance, Support and Warranty</p> <p>Points will be awarded by the selection team on a subjective basis based on 1) the hourly rates shown in the proposal for programming of non-standard equipment, scheduled onsite support, emergency onsite support, and maintenance services (Lower hourly rates will receive more points than higher hourly rates) and 2) the information provided by the Vendor regarding maintenance and report requested in preceding paragraphs. Points will also be awarded for proposals with proposed warranty periods with the longest duration.</p>	10
<p>4. System Compatibility, Quality and Implementation:</p> <p>Points will be allocated by the selection committee on a subjective basis based on information provided by the Vendor. Factors considered will include, but not be limited to, quality, ease of use, completeness, flexibility, ease of future enhancements, compatibility with existing systems, and project duration.</p>	10
<p>5. Operation Expertise, Performance Record, References, and Experience:</p> <p>Points will be allocated by the selection committee on a subjective basis based on information provided by the Vendor. Factors considered will include, but not be limited to: experience with comparable systems, number of similar projects, training, certification of technicians, and the information provided in the Confidential Request List.</p>	30
<p>TOTAL</p>	100

26. RFP EVALUATION PROCESS

- A. The RFP Proposals will be opened publicly at the time specified for the opening of proposals in this RFP. The name of the Vendor making the proposal will be read aloud at the time of opening. The full RFP proposals will be evaluated privately by the selection committee and will be made available to the public after award of the contract.
- B. The evaluation of Proposals shall be on a point basis based on the information provided on the Proposal Form, Section 00500, as well as the descriptive and technical literature described in Item 23 above. After preliminarily evaluating the proposals, the University may select two or more Vendors to provide equipment demonstrations as described below.

27. FINAL VENDOR SELECTION: After preliminarily evaluating the proposals, the University may ask one or more Vendors to perform the following.

- A. Deliver samples of certain equipment requested by the University to the University of Arkansas Facilities Management for review by the selection committee and/or other designated University staff. Materials shall be delivered to the Receiving Desk, Central Supply, Facilities Management, and should include a shipping ticket listing the individual components. The materials will be held at Facilities Management until the Office of Business Affairs has issued a notice of intent to award to the successful Vendor, at which time each Vendor will be responsible to reclaim their materials through Central Supply within thirty (30) days after the notice of intent to award.
- B. If requested, provide a demonstration of the equipment to the selection committee, consulting engineer, and designated University staff.
- C. The University may evaluate the physical aspects of the product using a selection committee composed of University staff and/or other individuals identified by the University as having significant knowledge and experience with operation and maintenance of similar equipment.

28. GENERAL TERMS

- A. For the purposes of this RFP, the words "Owner" and "University" both refer to the University of Arkansas at Fayetteville. The words "Proposer", "Vendor", and "Contractor" all refer to qualified companies responding to this RFP who may, if chosen by the selection committee, be awarded a purchase order or contract. However, no warranties or guarantees for contracts or purchase orders are made by describing respondents as "Vendor" or "Contractor".
- B. It is the intent of the University to award a contract or purchase order with the selected Vendor. In the Proposal Form in Section 00500, Proposers are asked to provide proposed total costs of selected A/V Systems, including list price, discount price, and sales tax itemized separately. The IDIQ contract or purchase order will include these costs for the selected A/V types and sizes, including costs for complete installed solutions for each room type. However, the University may also negotiate with the selected Vendor to include similar prices in the contract or purchase order for other A/V systems, accessories and options, and/or parts, or A/V systems in other room types. During these negotiations, the University may expect costs, including discounts or multipliers for additional items to be numerically similar to the discounts listed in the Proposal.

00300 – STANDARD TERMS AND CONDITIONS
--

1. GENERAL

- A. All proposals submitted shall be in compliance with the standard terms and conditions set forth herein. The proposal procedures followed by the University of Arkansas will be in accordance with these conditions. Therefore, all vendors are urged to read and understand these conditions prior to submitting a response to this request for proposal.

2. PREPARATION OF PROPOSALS

- A. Failure to examine any drawings, specifications, and instructions will be at proposer's risk.
- B. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent, and must be initialed in ink by person signing the proposal.
- C. Brand Name References: Unless specified "No Substitute", any catalog brand name or manufacturers' reference used in the proposal invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. If proposing other than referenced specifications, the proposal must show the manufacturer, Brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The University reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the University may require the proposer to supply additional descriptive material, samples, or demonstrators. The proposer guarantees that the product offered will meet or exceed the referenced product and/or specifications identified in this proposal invitation. If the proposer takes no exception to the specifications, the proposer will be required to furnish the product exactly as specified in the invitation.
- D. Samples: Samples or demonstrators, when requested, must be furnished free of expense to the University. All demonstrators will be returned after reasonable examination. Each sample should be marked with the proposer's name, address, proposal number, and item number.

3. SUBMISSION OF PROPOSALS

- A. Proposals, modifications or corrections thereof, received after the closing time specified, will not be considered.

4. ACCEPTANCE OF PROPOSALS

- A. The University reserves the right to accept or reject all or any part of a proposal or any and all proposals, to waive any informality, and to award the proposal to best serve the interest of the University.
- B. The University has sixty (60) days from the time of the opening of proposals to consider the offerings and issue a notice of intent to award.

5. ERROR IN THE PROPOSAL

- A. In case of error in the extension of prices in the proposal, the unit price will govern. No proposal shall be altered or amended after the specified time designated for the opening of the proposals.

6. AWARD

- A. Contracts and purchases will be made or entered into with the Vendor selected by the selection committee using the criteria and process described in Section 00200 Instructions for Proposers.
- B. When more than one item is specified in the Request for Proposals (RFP), the University reserves the right to select the Vendor either on the basis of the individual items or on the basis of all items included in the RFP, or as expressly stated in the RFP.
- C. A written purchase order or contract award mailed, or otherwise furnished, to the successful Vendor within the time of acceptance specified in the RFP results in a binding contract without further action by either party. The contract shall not be assignable by the Vendor in whole or in part without the written consent of the University.

7. DELIVERY

- A. The RFP may show the number of days to place a commodity in the University designated location under normal conditions. If the Vendor cannot meet the stated delivery, alternate delivery schedules may become a factor in award. The University has the right to extend delivery if reasons appear valid. Time of delivery is a significant factor in the University's criteria for award or renewal of a purchase order or contract, and delivery times that exceed maximum delivery times stipulated by the University may be grounds for termination of the contract.
- B. Delivery shall be made during University work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other shipment has been obtained.
- C. Packing memoranda shall be enclosed with each shipment.

8. TAXES AND TRADE DISCOUNTS

- A. Include applicable state or local sales taxes in proposal price. Sales tax cost shall be itemized separately.
- B. Trade discounts should be deducted from the unit price and net price should be shown in the proposal.

9. WAIVER

- A. The University reserves the right to waive any General Condition, Special Condition, or minor specification deviation when considered to be in the best interest of the University, so long as such waiver is not given so as to deliberately favor any single vendor and that would have the same effect on all vendors.

10. CANCELLATION

- A. Any contract or item award may be canceled for cause by either party by giving thirty (30) days written notice of intent to cancel. Cause for the University to cancel shall include, but not limited to, the cost exceeding current market prices for comparable purchases; request for increase in prices during the period of the contract; or failure to perform to contract conditions. The contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the contractor within a period of thirty (30) days following the date of expiration or cancellation. Cancellation by the University does not relieve the Contractor of any liability arising out of a default or nonperformance. Cause for the vendor to cancel shall include, but not limited to, the item(s) being discontinued and unavailable from the manufacturer.

11. ADDENDA

- A. Addenda modifying plans and/or specifications may be issued if time permits. No addendum will be issued within a period of three (3) working days prior to the time and date for when the proposals are due. Should it become necessary to issue an addendum within the three (3) day period prior to the due date, the proposal due date will be reset giving proposer ample time to answer the addendum.
- B. Only written addenda are part of the official Request for Proposals packet and should be considered.

12. ALTERNATE PROPOSALS

- A. Vendors must respond to the RFP as stated in order to have their proposals considered. Unless specifically requested, alternate proposals will not be considered in lieu of what is stated. An alternate is considered to be an offering that does not comply with the minimum provisions of the specifications.
- B. Alternates or features that exceed the minimum provisions of the specifications can be noted for consideration in the overall evaluation, but Vendors are cautioned not to propose pricing representative of these alternates or features as compared to their competitors.

13. PROPOSAL OPENING

- A. Proposal opening will be conducted open to the public. However, the meeting will serve only to open and read aloud the Vendors making proposals. No discussion will be entered into with any Vendor as to the quality or provisions of the specifications and no award will be made either stated or implied at the proposal opening.

END OF SECTION

00400 – CONTRACT INFORMATION

A. GENERAL

- A. The following standard Contract Information is provided for information purposes. The contract procedures followed by the University of Arkansas in executing a purchase order or contract for the selected Vendor will be in accordance with conditions including, but not limited to, the following items. Therefore, all Vendors are urged to read and understand these conditions prior to submitting a response to this request for proposal.

- 2. As an agency of the State of Arkansas, the University of Arkansas may not contract with another party...
 - A. For a period of time, which continues past the end of a fiscal year, unless the contract allows cancellation by the Agency Purchasing Official upon thirty (30) days written notice whenever there are no funded appropriations for the contract.
 - B. To pay any penalties or charges for late payment, or any penalties or charges, which in fact, are penalties for any reason.
 - C. To indemnify, defend, or hold harmless any party for any liability and damages.
 - D. Upon default to pay all sums to become due under a contract.
 - E. To pay damages, legal expenses, or other costs and expenses of any party.
 - F. To continue a contract once the equipment has been repossessed.
 - G. To conduct litigation in a place other than Washington County, Arkansas.
 - H. To agree to any provision of a contract which violate the laws or constitution of the State of Arkansas.

- 3. A party wishing to contract with the University of Arkansas should:
 - A. Remove any language from its contract which grants to it any remedies other than...
 - B. The right to possession.
 - C. The right to accrued payments.
 - D. The right to expenses of de-installation.
 - E. The right to expenses of repair, to return the equipment to normal working order, normal wear and tear excluded.

- F. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring costs as allowed by Arkansas law.
 - G. Include in its contract that the laws of the State of Arkansas govern the contract.
 - H. Acknowledge in its contract that contracts become effective when awarded by the Agency Purchasing Official.
4. The University of Arkansas may contract with another party...
- A. To accept the risk of loss of the equipment and pay for any destruction, loss or damage of the equipment while the University has such risk, when the extent of liability for such risk is based upon the purchase price of the equipment at the time of any loss and the contract required the University to carry insurance for such risk.
 - B. To lease any equipment for a period of time which continues past the end of a fiscal year provided that, in the event funds are not appropriated for the equipment described in the agreement, the Agency Purchasing Official may, upon thirty (30) days written notice to the vendor/lessor, cancel the agreement regarding that equipment for which no appropriations are made. In the event that there are no funded appropriations from which payment can be made for the equipment described in the agreement, the Agency Purchasing Official may upon thirty (30) days written notice to the vendor/lessor, cancel this agreement as to that equipment for which there are no funded appropriations from which payment can be made for the equipment.
5. NON-WAIVER OF DEFAULTS
- A. 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.
6. LACK OF FUNDS
- A. The University may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid goods will be returned in normal condition to the contractor by the University. If the University is unable to return the commodities and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the service, the contractor may file a claim.
7. GOVERNING LAW
- A. This agreement shall be construed and governed by the laws of the State of Arkansas.

8. INSURANCE REQUIREMENTS

- A. The contractor shall maintain liability insurance and shall file certificates of insurance with the owner prior to commencement of work. Insurance policies shall be written by a company or companies authorized to do business in the State of Arkansas. The limits of liability of such insurance shall be written for not less than the following limits.
1. Workers Compensation as required by the State of Arkansas.
 2. Commercial General Liability, with no less than \$1,000,000 each occurrence/\$2,000,000 aggregate for bodily injury, property damage, products liability, personal injury and contractual liability.
 3. Automobile Liability, with no less than \$1,000,000 combined and single limit coverage for bodily injury and property damage.
 4. Umbrella Liability, with no less than \$2,000,000 limit of liability per occurrence.

NOTE: Failure to file certificates, or acceptance by the University of Certificates of Insurance, which do not indicate the specified coverage, shall in no way relieve the Contractor of his responsibility for maintaining adequate insurance.

9. INDEMNIFICATION

- A. Contractor agrees to indemnify and hold harmless the University and its officers and employees from any claim, damage, liability, injury, expense, or loss, including defense cost and attorney's fees arising out of contractor's performance under this Agreement, or as a consequence of the existence of this agreement.

10. PERMITS AND LICENSES

- A. 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 required by law.

11. WARRANTY

- A. Unless dictated by other contract documents, all new equipment shall have a parts and labor warranty for a minimum period ending two (2) years from start-up and acceptance by the University.

12. TIME OF PERFORMANCE

- A. Time is of the essence in the rendering of services hereunder. Contractor agrees to perform all obligations and rendering of services set forth in this RFP.

13. CONTRACTING AUTHORITY

- A. Contractor shall perform all services as an independent contractor and shall discharge all of its liabilities as such. No acts performed or representation made, whether written or oral, by contractor with respect to third parties shall be binding to the University.

14. DEFAULT OR TERMINATION

- A. In the event 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 contractor fails to remedy such failure or default within the ten (10) day working period, the University shall have the right to cancel the contract upon thirty (30) days written notice.
- B. Any contract or item award may be canceled for cause by either party by giving thirty (30) days written notice of intent to cancel. Cause for the University to cancel shall include, but not limited to, the cost exceeding current market prices for comparable purchases; request for increase in prices during the period of the contract; or failure to perform to contract conditions. The contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the contractor within a period of thirty (30) days following the date of expiration or cancellation. 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. Cause for the vendor to cancel shall include, but not limited to, the item(s) being discontinued and unavailable from the manufacturer.
- C. Backorders, default in promised delivery, or failure to meet specifications authorize the University to cancel this contract to the defaulting contractor. The contractor must give written notice to the University of the reason and the expected delivery date.
- D. Consistent failure to meet delivery without a valid reason is grounds for termination of the contract.

15. SURVIVAL

- A. The terms, conditions, representations, and warranties contained in the agreement shall survive the termination of this contract.

16. SEVERABILITY

- A. If one or more provisions of the agreement, or the application of any provision to any party or circumstance is held invalid, unenforceable, or illegal in any respect, the remainder of the agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

17. ACCESS TO RECORDS

- A. The University considers all information, documentation, and other requested materials to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature, and therefore shall be subject to public disclosure after an agreement is awarded, except as hereafter specifically stated.

- B. Financial data, trade secrets, test secrets, text data, and similar proprietary information will, to the extent permitted by law, remain confidential provided such material is clearly marked by the proposer when the proposal is submitted.

18. RIGHT TO AUDIT

- A. Contractor shall keep full and accurate records in connection with the services provided under this Agreement. All such records shall be retained by Contractor for a minimum period of four (4) years, after final payment under this Agreement.
- B. At any time during the term of the agreement and for a period of four (4) years thereafter, the University or its duly authorized representative at its expense during regular working hours, reserves the right to incrementally audit the contractor's records and manufacturer's pricing provided under the agreement. In the event such an audit reveals any error/overpayments, the contractor shall refund the University the full amount of such overpayments within thirty (30) days of such audit findings; or the University, at its option, reserves the right to deduct such amounts plus interest from any payments due contractor.

19. ACCEPTANCE OF PRODUCTS AND SERVICES

- A. All products furnished and all services performed under this agreement shall be to the satisfaction of the University and in accordance with the specifications, terms, and conditions of the agreement. The University reserves the right to inspect the products furnished or the services performed, and to determine the quality, acceptability, and fitness of such products and services.

20. PERFORMANCE AND PAYMENT BOND

- A. Performance and Payment Bonds are not required for bids \$20,000.00 or under. For work exceeding \$20,000.00, the bidder shall furnish a Performance and Payment Bond in the amount equal to 100% of contract price, on a form identical to the Arkansas Statutory Performance and Payment Bond Form, included with the Contract Documents, as security for faithful performance of the Contract and payment of all obligations arising thereunder within ten days after receipt of the Intent to Award. The bond shall be written by a surety company qualified and authorized to do business in the State of Arkansas. The bond shall be executed by a resident agent or a non-resident agent and shall be licensed by the Insurance Commissioner to represent the surety company executing the bond and filing with the bond the agent's Power of Attorney as his authority. The bond shall be written in favor of the Owner. Contractor shall file the bond with the Circuit Clerk in the county where the work is to be performed. Failure to deliver said bonds, as specified, shall be considered as having abandoned the Contract and the bid security will be retained as liquidated damages. The bidder shall include in the bid the Performance and Payment bond amount so that the bid represents the total cost to the Owner of all work included in the contract.

21. TECHNOLOGY ACCESS

- A. The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. Accordingly, the Vendor represents and warrants to the University of Arkansas, Fayetteville, Arkansas, that the technology provided to the University of Arkansas for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of (1) providing equivalent access for effective use by both visual and nonvisual means (2) presenting information, including prompts used for interactive communications, in formats intended for nonvisual use, and (3) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
- C. For purpose of this paragraph, the phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means, such as assisting devices or services, which would constitute reasonable accommodations under the American with Disabilities Act, or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customized display appearance.
- D. If requested, the Vendor must provide a detailed plan for making this purchase accessible and/or a validation of concept demonstration.

22. OWNERSHIP AND RESPONSIBILITY:

- A. The Vendor shall be responsible for all arrangements and costs associated with equipment including freight, insurance, and taxes until delivery to the project site. Place of delivery shall be the University of Arkansas, Fayetteville, AR. Equipment title shall pass to the Owner at Project Acceptance. Vendor shall notify the General Contractor/Owner forty-eight (48) hours prior to delivery if applicable.

24. DEBRIS REMOVAL

- A. All debris must be removed from the University after installation of said equipment.

25. ACCEPTANCE AND REJECTION

- A. Final inspection, acceptance, or rejection may be made at delivery destination, but all materials and workmanship shall be subject to inspection and test at all times and places, when practicable. During manufacture, the right is reserved to reject articles that contain defective material and workmanship. Rejected material shall be removed by and at the expense of the contractor promptly after notification of rejection. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect, accept, or reject materials or supplies shall not impose liability on the University thereof for such Materials or supplies not in accordance with the specification.

END OF SECTION

00500 – PROPOSAL FORM

Proposal of _____
(Hereinafter called "Vendor") corporation, organized and existing under the laws of the state
of _____, partnership, or individual doing business as _____.

To: James Ezell
University of Arkansas at Fayetteville
Office of Business Affairs, Room 321
Administration Building
Fayetteville, AR 72701

Gentlemen:

The Vendor, in compliance with your Request for Proposals to purchase equipment and services for the University of Arkansas, having examined the Proposal Documents and being familiar with all conditions of these documents, hereby proposes to furnish equipment and installation in accordance with the Proposal Documents, within the time set forth therein, and at the prices stated below.

Vendor acknowledges receipt of the following Addenda:

Addenda Number: _____ Date Received: _____ Initials: ____

Addenda Number: _____ Date Received: _____ Initials: ____

Addenda Number: _____ Date Received: _____ Initials: ____

Addenda Number: _____ Date Received: _____ Initials: ____

EXCEL Spreadsheet: A digital cost worksheet spreadsheet in EXCEL format was provided as an attachment to the RFP. In addition to providing the completed spreadsheet in digital EXCEL format, Vendor shall complete, print, and attach to this Proposal form all sheets of the spreadsheet and provide the following information/agreements described below.

Standard of Quality: Vendor understands and agrees that specific equipment brand and model numbers are listed as "Standards of Quality" that are approved for use at the University, although substitutions that are approved by the University are allowed. Vendor shall list brand and model numbers of equipment that Vendor proposes to provide. All proposed equipment shall meet the minimum specifications provided in Section 00600 Technical Specifications. Proposals that include equipment that does not meet the minimum specifications may be considered non-responsive by the University. Furthermore, Vendor understands and agrees that the University selection committee has the sole discretion to approve or not approve substitutions to the "Standards of Quality," and proposals that include equipment that is not approved may be considered non-responsive. Consideration of proposed substitutes to the "standards of quality" will be evaluated by the selection committee after the proposals are opened. Do not submit

substitutes for pre-approval. Proposed substitutes to the “standards of quality” will not be reviewed before the proposals are opened.

1. A/V Equipment in New Construction and/or Renovation Construction (Room Types I1 –I4)

Vendor agrees to design, provide, and install complete working solutions to include; audio equipment, video equipment, cabling, connectors and adaptors, system controls, programming, and installation (including all engineering, shop drawings, materials, back boxes, stub-ups and start-up assistance and the warranty on all equipment), as described in the Technical Specifications Section 00600. Vendor also agrees to provide pricing proposals and design of systems within ten (10) working days after receiving construction documents for each project, and Vendor agrees to mobilize within eight (8) working days after receipt of a contract or purchase order.

Vendor shall provide a line item price for every component needed to provide a complete and operational system in each of four standard rooms as shown on the provided spreadsheet and described below. Line item prices shall include all materials, installation, labor, and connections for each component. Vendor shall also provide conceptual/preliminary design drawings of the recommended solutions for each room. Drawings of floorplans of the following sample room types are included as Attachments.

The Vendor must submit a completed bid in the format provided (Excel format see attachment). In the Excel Spreadsheet, minimum equipment components are listed. The sum of costs of individual minimum components shall be reported below, and the selection committee will use these costs for consistent price comparisons between proposals.

Vendor shall also list additional components and associated costs that Vendor recommends for a complete, quality A/V solution in the blank spaces provided on the form. The selection committee may use this information to assign points for quality, and a contract or purchase order to the selected Vendor may incorporate these items and costs. In addition, if Vendor recommends equipment that differs from the minimum equipment components listed, Vendor shall provide a description of Vendor’s recommended changes with pricing separately, but Vendor shall still provide pricing of the specific minimum equipment listed on the spreadsheet for consistent price comparisons between proposals.

The total price below for the sum of minimum components for each room shall be detailed in the Excel worksheet. Vendor shall also provide the projected project duration from mobilization to start-up of the complete A/V solutions for each room.

I1. A/V System in Classrooms	Duration = ____ Days	Cost = Dollars (\$ _____)
I2. A/V System in Meeting Room	Duration = ____ Days	Cost = Dollars (\$ _____)
I3. A/V System in Auditorium (100+)	Duration = ____ Days	Cost = Dollars (\$ _____)
I4. A/V System in Auditorium (300+)	Duration = ____ Days	Cost = Dollars (\$ _____)
TOTAL Prices Room Types I1-I4 (Excel Spreadsheet is Attached)		Dollars (\$ _____)

B. Emergency Onsite Support Services:

Propose your hourly rate for emergency onsite support services. Such support will be arranged with the winning vendor with little advance notice to the winning vendor and may be performed during off-hours (i.e. before 7:00am or after 5:00pm), on holidays and/or weekends (Saturday or Sunday). Vendor agrees that Emergency Onsite Support shall be available on location within 2 hours to perform support operations or workarounds.

ES1. Emergency Support Cost per hour Dollars (\$_____)

C. Maintenance Services:

Propose your hourly rate for providing A/V maintenance services for the components listed in this RFP. Such services may include implementation of changes and maintenance patches to hardware, firmware and software. Maintenance checks shall be performed on a quarterly basis and, if needed, an Onsite Support operation shall be scheduled to perform Maintenance Patches.

MS1. Maintenance Services Cost per hour Dollars (\$_____)

5. Source Code:

By signing this proposal, Vendor agrees to provide system source codes for use by University personnel.

Vendor understands that the Owner reserves the right to reject any or all Proposals and to waive any formalities in the Proposals.

Respectfully Submitted,

(Seal if by corporation)

Vendor (Company Name)

Address

Date: _____, 2019

By: _____

(Printed Name)

Arkansas Contractor License Number: _____

Title: _____

Signature: _____

00600 – TECHNICAL SPECIFICATIONS

PART 1 - GENERAL

1.01 INTENT OF SPECIFICATIONS:

- A. It is the intent of these specifications to describe and provide for a complete A/V system of high professional quality and reliability. Consequently, rigid performance standards by the A/V Contractor and the equipment will be required. These specifications describe the minimum device performance and connectivity requirements of the Owner.
- B. Where the phrase "or approved equal" appears, the item specified shall set a standard of quality and performance, based on the specifications published by the Manufacturer and on the actual performance as known by A/V Engineers and Consultants. Approval of substitutions to the standard of quality shall be at the sole discretion of the University of Arkansas.
- C. Delivery arrangements for the completed Systems and Sub-systems must be carefully coordinated with the General Contractor.

Note: For some equipment items and installation procedures deemed critical to the overall system performance and to satisfy specialized interface requirements – No Substitutions will be allowed. The Owner is fully prepared to justify these “No Substitutions” restrictions.

1.02 SCOPE OF THE WORK:

- A. The A/V Contractor shall work with the General Contractor and the University of Arkansas to ensure that the aesthetics of each room to be integrated shall have the least amount of physical changes or alterations done to the facility as a result of the proposed A/V system installation. The A/V Contractor shall consult with an authorized representative of the University of Arkansas before any alterations are done to any wall, ceiling, etc. The A/V Contractor shall submit drawings to the general contractor for approval prior to all projects. The A/V Contractor shall verify dimensions and conditions at the job site prior to installation, and shall perform installation in accordance with these specifications, manufacturers’ recommendations and all applicable code requirements.
- B. The A/V Contractor shall solely perform all hardware installation (with the exception of the electrical contractor and general contractor work such as carpentry, ceiling tile, wall modifications, etc.), and perform all assembly of equipment, wiring, interconnection and soldering of wires to jacks, devices, terminals or equipment, using only technically trained employees who are experienced in the installation of A/V System equipment and its interconnection. No contract labor, temporary employees, and/or third party (sub) contractors shall be allowed. The A/V Contractor shall provide all required brackets, mounting equipment locking mechanisms and cables for the integration of the equipment specified within this RFP. The A/V Contractor shall also provide information regarding manufacturer parts and labor warranties, service warranties, as well as part replacements for the equipment specified within this RFP.

- C. It is the intent of the University to work directly with the A/V Contractor for the custom software programming required. The A/V Contractor shall be equal to a certified Crestron reseller and shall provide a Crestron certified programmer or equal who is a full-time employee of the A/V Contractor. The A/V Contractor shall solely perform all custom programming.
- D. The A/V Contractor shall furnish, deliver, erect, secure, clean up debris, and connect completely all materials and appliances described herein, and also all other incidental materials and appliances, tools, transportation, etc., required to make the work complete, in accordance with the true intent of the plans and these specifications, and as required to leave the multimedia system in first class operating condition.

1.03 EQUIPMENT SPECIFICATIONS AND SYSTEM

- A. U1. Control System: The control system is composed of linked devices and human interface panels whose combined functional role is to coordinate the simultaneous use of the various devices and systems listed in this RFP. Control system shall coordinate multimedia system device inputs and outputs to create a seamless transition between devices. The intent is that the control system shall coordinate all room functions in a manner that eases user access to discrete device functions described by this RFP. It is the owner's intent that this interface is designed to deliver a consistent user experience regardless of room size or device type being managed.
- B. Multifunction A/V Control System: Standard of quality is represented by "Crestron-DMPS3-4K-150C" or approved equal. This specification describes a presentation control system with a 1U rack-mountable footprint. This system shall be microprocessor based unit capable of coordinating audio and video processing and inputs for at least 4 digital audio and video sources to at least two digital video outputs and at least two audio outputs. The system described must include control outputs suitable for complete integration with other systems listed in this RFP. Approved system meeting the Owner's standard of quality is Crestron.
 - 1. General Functions:
 - a. Keypad and touch panel
 - b. 1 space EIA rack mountable
 - c. System has a minimum of 1 GB of available SDRAM
 - d. Control system has available 10/100 baseT, static IP or DHCP/DNS, SSL, auto-negotiating, full duplex TCP/IP.
 - e. Available communications and control platforms must include Ethernet, Cresnet, USB, R232, IR/Serial Digital Media/HDBT, and HDMI.
 - f. The control system processor must be rack mounted at the instructors station or where available, in the media room in larger auditoriums
 - 2. Video Capability
 - a. Shall include at least 4 HDMI video inputs
 - b. Shall include at least one HDMI video output
 - c. Shall include at least one Digital Media/HDBT output

- d. Possess maximum supported resolution of at least 4K
 - e. Must include video scaling capabilities
3. Audio Capability
- a. Must include at least 4 analog audio inputs
 - b. Digital video inputs must also transmit digital audio
 - c. Must include at least one unbalanced microphone input
 - d. Shall include at least one analog balanced program audio output
 - e. HDMI and Digital Media/HDBT outputs should also transmit audio signals
- C. Color LCD Touch Control Panel: Standard of quality is represented by “Crestron TSW-760” or approved equal. This specification describes a custom programmable touch panel interface that allows a user to interact with the audio/visual system to switch between audio and video sources and control room components such as projector screens, audio volume, and projector functions.
- 1. The touch panel shall connect to the control system via category 5e Ethernet cable.
 - 2. The touch panel shall be at least 7 inches diagonal.
 - 3. The touch panel shall be mounted to the work surface of the Instructor’s teaching tables.
 - 4. The control panel shall be used to control the following: switching between audio and video sources; raising, lowering, and muting system audio; turning on, turning off, and muting the projection system; raising and lowering microphone volume; raising and lowering the projector screen; and the flexibility to control other components in the future.
 - 5. Must be powered over Ethernet
 - 6. Flexibility to control video conferencing systems at a future date.
- D. Motion Sensor: Standard of quality is represented by “Bosch DS937” or approved equal.
- 1. Must interface with A/V control system to power system off when no motion is detected for a period of time
 - 2. Must provide 360 degree motion detection of at least 25 feet.
- E. U1P. Control System Programming and Network Management Software: The A/V Contractor shall provide and install the seamless system programming. The A/V Contractor shall work directly with the University of Arkansas’s IT Department to design and implement this programming.
- 1. The A/V Contractor shall solely provide ALL of the control system programming needed for ALL classrooms, meeting rooms and auditoriums using the control system. The A/V Contractor must provide a certified Crestron control system programmer or equal that shall do all of the control system programming. The A/V Contractors’ certified control system programmer shall upon request provide three (3) references of programming experience on related projects of similar scope, size, and function.
 - 2. The A/V Contractor control system programmer shall work directly with the University of Arkansas faculty to customize the control system’s touch panel design into a friendly, intuitive, and easy to use design. This shall insure that the U of A will receive the best quality control as well as the ability to work directly with the A/V

Contractors' control system programmer to customize a multimedia system that is specifically tailored for the classrooms meeting rooms, and auditoriums as required. The control system touch panel graphics, colors, and layout shall be custom designed by the A/V Contractor default graphics and layout are not acceptable.

3. A/V Contractor shall provide electronic, at no additional cost, of control system programming source code at the time of delivery and installation. The A/V Contractor shall also keep a copy of the custom programming on file for future use as needed by both organizations.

F. U2. Projection System:

1. Video Projector Standard of quality is represented by "Panasonic PT-RZ570WU" or approved equal.
 - a. Functional Requirements
 1. Must be lamp-less and powered by DLP laser technology
 2. Must produce at least 5000 lumens of brightness
 3. Shall have a minimum contrast ration of 20,000:1
 4. Must support resolutions up to 1920x1200 pixels
 5. Must all for for ceiling installations
 6. Must allow for manual zoom (up to 2x) and focus
 7. Shall have vertical and horizontal lens-shift capabilities
 8. Shall include LAN port
 9. Must be controllable by RS-232 command or via HD-Base-T
 - b. Video Inputs
 1. Must include at least 1 HDMI input
 2. Must include at least 1 HD Based-T input
 3. Must include at least 1 analog video input (VGA)
2. Motorized Projection Screen: Standard of quality is represented by "Draper Tagra 116369L" or approved equal.
 - a. 123" diagonal screen size
 - b. 16:10 aspect ration
 - c. Low voltage motor with wall control
 - d. Non-tensioned
 - e. Capable of wall or ceiling mounting
 - f. Matte White
3. Projector mounting system
 - a. Universal, locking, projector mount
 - b. 6" ceiling plate
 - c. Adjustable projector mounting column
 - d. Above Ceiling, plenum equipment enclosure

G. U3. Annotation Display System.

1. 24" Tablet Input Display: Standard of quality is represented by "Wacom DTK-2451" or approved equal.

- a. Graphical input shall be Digital.
 - b. Display shall have native resolution of 1920x1080.
 - c. Native Aspect ratio must be 16:9 widescreen.
 - d. Device shall be 100mm VESA Mountable.
 - e. Device shall support video scaling.
 - f. Device shall support DVI-I video pass-thru
 - g. Stylus must be cordless and battery free.
 - h. Stylus tip must be pressure sensitive.
- H. U4. Audio System.
- 1. Amplifier: Standard of Quality is represented by “JBL Professional CSA180Z” or approved equal.
 - a. 40W/80W/120W power output
 - b. Less than one rack unit size
 - c. At least one unbalanced audio input
 - d. At least one audio output capable of supporting 70V installations
 - 2. Loudspeakers: Standard of quality is represented by “JBL Control 16C/T” or approved equal
 - a. 6.5” ceiling loud speaker
 - b. Capable of supporting 70V/100V installation at 30W or 50W at 8 ohm installation
 - c. Combined driver and tweeter
 - 3. Microphone: Standard of quality is represented by “Sennheiser EW 112 G3 CC-A” or approved equal.
 - a. Wireless bodypack capable of at least 50-foot transmission and multiple channel programming
 - b. Wireless, rack mountable receiver
 - c. Omni-directional lavalier microphone
 - d. Capable of accepting rechargeable battery packs with charging station.
- I. U5. Document Camera
- 1. Document Camera: Standard of quality is represented by “Lumens PC193 Document Camera” or approved equal.
 - a. Sensor Technology is CMOS
 - b. Output Resolution of 1080p
 - c. Supported Frame Rate of 30 fps
 - d. At least 10x optical zoom and 2x digital zoom and autofocus technology
 - e. Capture area must be a minimum of 15” x11”
 - f. Must include attached lamp for illumination
 - g. Must include jointless gooseneck for positioning of camera
 - h. Built in microphone
 - i. HDMI output for connection to A/V control system
 - j. USB 2.0 connectivity to classroom computer

- J. Digital Camera System: Standard of quality is represented by “Vaddio ZoomShot 20 QUSB System” or approved equal. This specification describes a camera and hardware interfacing device that allows video transmission to the AV System:
1. Camera must be at least 1080 p60 resolution.
 2. CMOS must allow for at least 2 megapixels of capture.
 3. Camera interface must allow for output over HDMI, IP, and USB.
 4. Camera and hardware interface must be controllable over RS-232.
 5. Camera must zoom from 1-20x optically
- K. U6. Laptop Interface
1. Laptop Interface
 - a. Cable cubby installed in teaching table
 - b. Shall include HDMI cable
 - c. Shall include Category 6 Ethernet cable
 - d. Shall include 120V power outlet
- L. U7. Furnishings and other equipment
1. Teaching table
 - a. Electric height adjustable table
 - b. Table top dimensions 30” x 60”
 2. Equipment Rack
 - a. 14 rack unit dimensions
 - b. Locking rear access panel
 3. Electric system
 - a. 1 rack unit 8 port power conditioner
 - b. 1 450V, 1 Rack unit UPS power back up
 4. Networking equipment
 - a. 5 port, gigabit Ethernet switch for connecting to University Network
 - b. 8 port, gigabit Ethernet switch with Power over Ethernet for interconnecting audio/visual devices
- M. U8. Additional Considerations: This specification describes the general requirements for Operating System Compatibility for devices described in this RFP. If listed in this RFP, any computer or interface device must support multiple operating systems and file system compatibilities.
1. All systems shall be compatible with the following Operating Systems at minimum:
 - a. Contemporary versions of Microsoft Windows (from Windows 7 to Windows 10 or greater)
 - b. Contemporary versions of Mac OS (from OSX 10.7 to OSX 10.14 or greater)
 2. Any device listed in this specification shall be setup to conserve power during downtimes. Downtimes may include evenings, weekends or other spans of time in

between use.

3. Devices listed in this RFP will reside in a temperature-controlled environment. The ambient room temperatures during normal operation will be 72F .The temperature controls will automatically raise room temperatures during downtime, evenings, and weekends up to 80F. Devices listed in this RFP shall be capable of meeting listed performance requirements for durability despite these fluctuations in ambient temperature.

1.04 INSTALLER/TECHNICIAN QUALIFICATIONS AND QUALITY ASSURANCE:

- A. The A/V Contractor shall be a contractor who is normally engaged in the business of professional-type A/V Systems Design and Installation. The A/V Contractor shall show proof that they have been in similar A/V Systems business for a period of not less than three years and have completed projects of a similar size, scope and type within the preceding twelve months. CCTV or home theater integration experience alone is not acceptable. The University of Arkansas reserves the right to reject any proposal submitted by firms not meeting the criteria herein mentioned.
- B. A/V Contractor shall be an authorized dealer for the major lines of equipment to be furnished and hold a current, valid franchise by each respective manufacturer. Evidence of direct Vendor relationships, such as copies of valid contracts and/or letters from the various manufacturers clearly stating the Contractor's relationship must be submitted with the RFP.
- C. All equipment and installation shall be in strict adherence to standard broadcast practice, OSHA and National Electrical Code and any local or other governing codes.
- D. The A/V Contractor shall have all personnel representing the A/V Contractor to be paid full-time employees of Responding Contractor, no third party of contract laborers will be accepted.
- E. The A/V Contractor shall provide a dedicated full-time support technician to the University of Arkansas – Fayetteville campus that will provide a maximum 2-hour on-site service emergency response time.
- F. The A/V Contractor shall have a 24/7 service phone support. Contractor shall provide same-day call back support with direct access to a live support technician during all normal, non-holiday, business hours, 7:00am to 5:00pm.
- G. The A/V Contractor shall have a certified Crestron programmer or equal that is employed full-time by the winning Contractor that can work on-site with the University of Arkansas faculty and staff to develop and deploy the custom programming required for this project.
- H. The A/V Contractor shall maintain an adequate supply of repair parts for the commodities sold. If failure of equipment materially effects the regular operation of the customer, the A/V Contractor shall be required to provide loaned equipment of equal operation until affected equipment is repaired or replaced. Pickup and delivery service shall be at the expense of the contractor.

1.05 COOPERATION AND COORDINATION:

- A. The A/V Contractor shall cooperate and coordinate as required with the University of Arkansas, and other contractors and consultants on the project. The contractor shall

provide, in a timely manner, any and all information as required or requested in order for this work to be completed to the satisfaction of the Owner and in the best interests of the project. Requested assistance or information shall be transmitted in writing to the requesting party in all cases.

1.06 DRAWINGS AND SUBMITTALS:

- A. The A/V Contractor shall provide the University of Arkansas with pre-install submittal system Line Drawings for approval before integration into the classrooms, meeting rooms and auditoriums. Where applicable, these drawings should include:
 - 1. Point-to-point wiring diagrams and typed wire lists showing connections between components identified by cable type, color, and number as well as terminal numbers and locations.
 - 2. Podium and rack layouts indicating the proposed arrangement of mounted equipment. The winning Contractor shall supply an equipment layout for all equipment within the equipment rack (standard layout).
 - 3. Temperature requirements for the proposed multimedia equipment to be mounted within the podiums and equipment racks.
 - 4. Electrical requirements of the proposed equipment including junction boxes and locations of conduit penetrations (if any).
 - 5. Construction details of all custom fabricated items and approved equipment modifications. Include complete parts lists, schematic diagrams, and all dimensions required for proper assembly.
 - 6. Upon completion of the project, the Contractor should provide as-built system line drawings detailing the location, numbering, and labeling of the system components and wiring.

- B. The A/V Contractor shall submit, prior to the procurement of equipment or commencement of work, three (3) copies of the following for approval:
 - 1. A complete equipment list, with model numbers, manufacturers' names, and quantities;
 - 2. Manufacturers' cut sheets on all equipment items;
 - 3. Rack layouts, including submittals of all equipment placement within the equipment rack. The A/V Contractor must also provide ventilation details for the podiums and credenza;
 - 4. Proposed construction details for any custom-built items including the podiums, credenza, USB/auxiliary audio connection panel, multi-pin quick disconnect male connector, multi-pin quick disconnect female connector wall plate, mounts, and the like. These details shall show dimensions, materials, finishes, hanging methods and colors;
 - 5. Certain other submittals as may be required for various equipment items prior to construction, fabrication, or finishing of that equipment item and may be so noted.

- C. In addition to the above and upon completion of the work, but prior to final system acceptance by the Owner, the A/V Contractor shall deliver to the Owner three (3) sets of the following:
 - 1. Complete and correct system schematics for all parts of the system which shall include wire numbers, terminal block numbers and layouts and other designations

- and codes;
- 2. Any other record drawings showing part of the system, construction details, and so forth;
- 3. Repair parts lists for each and every equipment item furnished.
- 4. Manufacturer's operating instructions for each and every equipment item furnished.
- 5. A copy of all this material as well as any system source codes on a CD-Rom.

NOTE: Final Acceptance and Final Payment shall be conditional upon full receipt and approval of all items listed above.

1.07 WORK BY OTHERS:

- A. The following shall be provided by others:
 - 1. Electrical power sufficient to power the multimedia systems and any other electrical work required to make the system function as stated in the equipment specifications and system functionality requirements.
 - 2. Conduit, junction boxes and raceways.
 - 3. Data Network/ISDN infrastructure and connections.
 - 4. Construction of non A/V building systems (e.g. drywall, framing, etc.)
- B. Any extension, modification or additional installation work not shown in these documents, which may be required to accomplish the intent of these specifications in regards to the multimedia systems equipment, shall be the responsibility of the A/V Contractor.

1.08 ENGINEERING CONSIDERATIONS:

- A. Use fully modular components to facilitate expansion, service, and to minimize setup and maintenance time.
- B. No proprietary name or logo may be prominently visible in any public area.
- C. All accessible equipment controls must be secured and labeled as to function. Nominal control positions shall be marked.
- D. Where directed by the Owner, the A/V Contractor shall design, engineer, construct and fabricate all equipment, systems, and subsystems to meet requirements as set-forth in the Americans with Disabilities Act as long as such requirements fall within the scope of these specifications and other contract documents.

PART 2 - PRODUCTS

2.01 GENERAL:

- A. Acceptable equipment types and items for this project area included herein. In the event of a discrepancy between the Specifications and the Drawings or Site Conditions, the greater quantity or better quality shall be furnished in every case, except where exempted in writing.
- B. During the installation, the A/V Contractor shall make provisions so that any additional equipment, which may utilize available inputs and/or outputs into the system, can be added without rewiring or additional construction.
- C. Items listed herein shall set the standard of quality and performance.

2.02 WIRE AND CABLE:

- A. Each of the podium and credenza's internal audio/video/control cabling shall be neatly and systematically dressed out.
- B. Main wire chases within each podium and credenza shall be concealed in panduit provided and installed by the A/V Contractor.
- C. All cabling shall be professionally bundled and permanently fastened within each podium and credenza.
- D. Prefabricated cables with excessive lengths shall not be accepted.
- E. All cabling shall be free and clear of any moving drawers and doors within each podium/credenza.
- F. Power management within each podium/credenza shall be neatly organized and permanently mounted. Excessive AC power cable lengths shall be concealed within panduit. Loose AC power strips shall not be acceptable
- G. Any type of double sided-tape, pressure sensitive tape, pressure sensitive adhesives, etc; shall not be acceptable methods of mounting and/or securing any equipment or cabling.
- H. All wire and cables shall be new and unused unless noted herein.
- I. Wire and cable shall meet all applicable codes.
- J. All cabling shall be numbered and labeled.
- K. The A/V Contractor shall use wiring Schedules and Types noted on the As-Built drawings set to be turned over to the Owner on final acceptance of the system.
- L. All wire and/or cable run through the walls and ceilings, not in conduit, shall be fire Rated (Plenum), Teflon jacketed wire. Submit samples to the Owner for approval prior to installing this type of cable.
- M. Control cables, camera cables, and other such wire and cable shall be according to the directions of the individual manufacturers of the items which are served by that wire and cable. Submit samples to the Owner for approval prior to installing this type of cable.

2.03 LECTERNS AND OR RACKS:

- A. All blank rack spaces are to be filled with vented or solid panels.

- B. Materials and finish samples shall be submitted to the General Contractor and/or the University of Arkansas for approval prior to fabrication.

2.04 MULTIMEDIA CONTROL SYSTEMS:

- A. All control system source code and touch panel programs shall become the property of the University of Arkansas. The A/V Contractor shall provide two copies of all control system programming and touch panel programming on compact disc.
- B. Copies of all other system software necessary to make the system function properly shall become the property of University of Arkansas.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. Winning bidder shall provide components, cable, connectors, materials, parts, equipment, and labor necessary for the complete installation of the multimedia systems, in full accordance with the recommendations of the equipment manufacturers, the requirements of the specifications referenced within this RFP, and all applicable codes.
- B. Installation shall follow standard broadcast wiring and installation practice, and shall meet or exceed industry standards for such work and shall meet requirements of NFPA, SMPTE, NAB, UL, EIA, FCC, IEEE, NTSC, AES and any other convention or code authority having jurisdiction. Work below these standards shall be subject to rejection by the Owner and subsequent rework. When a conflict occurs, follow the most stringent requirements
- C. Equipment shall be held firmly and securely in place with proper types of mounting hardware. All equipment shall be installed so as to provide the maximum degree of safety practical to the operator and all others in the area. For all equipment suspended from any structure, standard industry rigging practices shall be strictly followed.
- D. Polarity:
 - 1. Observe proper circuit polarity and loudspeaker wiring polarity. Properly and clearly label connections and wires as to function and polarity. Red shall indicate positive or "high", Black shall indicate negative or "low".
 - 2. No cables shall be wired with a polarity reversal between connectors at either end. Take special care when wiring microphone cables to ensure that constant polarity is maintained.
- E. Cables and Wiring:
 - 1. Route cables and wiring within equipment racks and cabinetry according to function, separating wires of different signal levels (line level, amplifier output, AC, etc.) by as much physical distance as is possible. Only wires with similar signal types may be run through the same conduit.
 - 2. Neatly arrange and bundle all cable loosely with plastic ties.
 - 3. Cables and wires are to be continuous lengths without splices except for speaker wires at junction boxes.
 - 4. System wire, except spare wire, after being cut and stripped, shall have the wire strands twisted back to their original lay and shall be terminated by approved soldered or mechanical means.

5. No unterminated wire ends shall be accepted.
- F. Solder and Connections:
1. Solder connections shall be made with rosin-core solder only.
 2. Temperature controlled soldering irons with a rating of at least 60 watts shall be used for all soldering work.
 3. No soldering devices, which are not temperature regulated, shall be used. The presence of such tools on the job site shall constitute evidence of solder connections made with unapproved tools and may be sufficient grounds for rejection of all solder connections in the system and subsequent rework of same.
- G. Labeling:
1. Clearly and permanently label ALL jacks, controls, connections, and equipment.
 2. No unlabeled cables will be accepted.
 3. All wall plates and custom panel plates shall be engraved. No text-on-tape labeling shall be acceptable.
- H. Personnel:
1. Unless illness, loss of personnel, or other circumstances beyond the control of the contractor occur, contractor shall keep the same individual in charge of project throughout its execution.
 2. A qualified A/V systems Project Engineer with experience in installations of similar size and scope of this project, shall exercise engineering supervision over the entire installation and inspect the installation at least twice prior to acceptance testing. These inspection visits shall be coordinated with the Owner so that the Owner's technical representative can accompany the Engineer on these inspections.
 3. It is the responsibility of the A/V Contractor to cooperate with other trades in order to achieve well-coordinated progress and satisfactory final results. The A/V Contractor shall watch for conflicts with work of other contractors on the job and execute, without claim for extra payment, moderate moves or changes as are necessary to accommodate other equipment or preserve symmetry and pleasing appearance.
 4. All employees shall comply with all University of Arkansas traffic and parking rules and regulations.

3.02 FIELD QUALITY CONTROL AND ACCEPTANCE TESTING:

- A. The completed systems shall be checked for compliance with the intent of the specifications referenced within this RFP by the Owner's Representative. The final acceptance of the system by the Owner shall be based upon the report following this testing.
- B. The A/V Contractor, prior to requesting system check-out by the Owner's representative, shall insure that the systems are in first-class working condition and free of short circuits, ground loops, parasitic oscillations, excessive hum, RF interference, or instability of any form.

- C. The final testing and equalization work shall be performed by the A/V Contractor after installation has been completed, but prior to ANY use of the systems and in the presence of the Owner's representative. During the testing and equalization work, the A/V Contractor shall have on the job site at least one competent technician who is familiar with the project and who shall be prepared to stay and assist as long as is required.
- D. Upon approval of the A/V Contractor's test report, and at the time set by the Owner, the A/V Contractor shall demonstrate to the Owner's representative that the final system adjustments and tests meet the performance requirements.
- E. The A/V Contractor shall provide all labor, materials, tools and measurement equipment necessary for these tests and adjustments.
- F. The A/V Contractor's representatives performing these tests shall be thoroughly familiar with all details of the systems. The test team is to include the Field Supervisor and Project Engineer in charge during the course of the installation work.
- G. The A/V Contractor shall be responsible for all costs incurred to satisfy Owner requirements.
- H. Acceptance tests may include surveys and subjective evaluations by observers viewing or listening from various positions under various operating conditions.
- I. Measurement of response, distortion, noise or other characteristics may be performed, or a demonstration test requested, by the Owner of any item or group of items deemed necessary to determine conformity with the specifications referenced within this RFP.
- J. Provide two (2) bound printed manuals as well as an electronic digital manual which must be in a copy/editable format for potential internal web distribution. The manuals will contain operating instructions for each and every system, equipment item, and function. These manuals shall be custom produced and compiled specifically for this project's systems. **Standard factory equipment operating instructions only are not acceptable.** Manuals shall contain service contact information, as-built schematic wiring diagrams of all systems, internal wiring diagrams of the rack cabinet and control panels, parts lists, troubleshooting procedures, preventative maintenance notes, numerical values for all control settings, and copies of the System Performance Tests and Adjustments report. The A/V Contractor shall also provide a copy of all this material on a digital format.

3.03 REPORT:

- A. Upon completion of all tests, equalization, and necessary adjustment, the A/V Contractor shall submit three (3) copies of a written report presenting test results, including numerical values for all measurements, for review by the Owner prior to demonstration and acceptance testing. The A/V Contractor must provide all custom programming source code to the University of Arkansas.
- B. With the above report, the A/V Contractor shall submit written certification that the installation conforms to the specifications referenced, is complete, and is ready for inspection by the Owner's representative. The A/V Contractor must provide a schedule of completion, detailing the multiple phases of completion for the project (programming, installation, and test with training, upon final completion).

3.04 INDEMNIFICATION: The A/V Contractor shall indemnify and hold harmless the General Contractor and the University of Arkansas, its officers and employees from all claims, suits,

actions, damages, and costs of every nature and description arising out of or resulting from the contract, or the provision of services under the contract.

3.05 CODE COMPLIANCE: The A/V Contractor shall abide by all State and Federal laws, safety and fire codes, regulations and other ordinances pertaining to the A/V Contractor's operations at the University of Arkansas.

3.06 ADDITIONAL REQUIREMENTS:

- A. The A/V Contractor agrees to the following as part of its operation:
- B. The A/V Contractor's employees shall conduct themselves in a professional manner and shall not use the University of Arkansas's facilities for other than the operation of the multimedia systems services as herein contracted;
- C. Contract for goods, services and employment in the A/V Contractor's name shall not implicate the University of Arkansas directly or by inference in any transactions;
- D. Comply with all University of Arkansas traffic and parking rules and regulations.

3.07 Warranty

- A. A/V Contractor shall indicate on the Proposal Form in the designated location the duration of the proposed warranty. The minimum warranty period acceptable to the University is three years from start-up and acceptance by the University.
- B. Extended Warranty shall cover the entire systems including materials, parts, labor, and programming. The warranty shall cover all system components unless excluded by the A/V Contractor. Items excluded shall be provided with anticipated life of product and replacement cost.
- C. Extended Warranty Agreement shall be between the Owner and the A/V Contractor (manufactures representative).
- D. A/V Contractor must provide detailed scope of coverage for the extended warranty and list all excluded components with a per each cost of excluded components.
- E. A/V Contractor must provide detailed scope of annual maintenance recommended by manufacture to be provided. Exclusions shall be explicitly listed out for review.
- F. Annual Maintenance shall be inclusive of all software and hardware, changes and updates.

END OF SECTION

00700 – Company Confidential Information Request List
--

The proposer shall provide the following information in the sealed opaque envelope for Company Confidential Information.

1. Describe the ownership of the A/V Contractor.
2. Describe the relationship with the A/V Manufacturers.
3. Describe the history of the relationship between the A/V Contractor and A/V Manufacturers.
4. Does the local company represent other A/V lines other than the one offered in this proposal? If so, why were the proposed lines chosen for submittal?
5. Does the local company represent product lines other than A/V?
6. Three (3) year average gross income of the local Contractor or Office.
7. Three (3) year average % of total income from A/V as a percentage of total business of the Local Contractor or Office.
8. Local A/V Contractor's Dunn and Bradstreet rating and number.
9. Has the company bought out or merged with some other business in the last five (5) years, if so who?
10. Has the company been bought by or merged with some other businesses in the last five (5) years, if so who?
11. Provide a copy of Parent company annual report.
12. Provide bonding company name and phone number.
13. Provide verifiable documentation of total bonding capacity, current bonded amount, and bond rates.
14. Provide a list of all outstanding bond claims.
15. Provide a list of bond claims in the last five (5) years
16. Provide a list of standing service contracts currently in place for local customers for full service. Indicate if they may be contacted, and supply contact information.
17. Provide the value of last five (5) construction contracts, name and location of project, and name of general contractor.

END OF SECTION

Appendix 1 – Contract and Grant Disclosure Form

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR: _____ SUBCONTRACTOR NAME: _____

Yes No

IS THIS FOR:

TAXPAYER ID NAME: Goods? Services? Both?

YOUR LAST NAME: _____ FIRST NAME: _____ M.I.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____ COUNTRY: _____

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

F O R I N D I V I D U A L S *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (√)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>					
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>					
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>					
State Employee	<input type="checkbox"/>	<input type="checkbox"/>					

None of the above applies

F O R A N E N T I T Y (B U S I N E S S) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (√)		Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>						
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>						
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>						
State Employee	<input type="checkbox"/>	<input type="checkbox"/>						

None of the above applies

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature _____ Title _____ Date _____

Vendor Contact Person _____ Title _____ Phone No. _____

Agency use only

Agency _____ Agency _____ Agency _____ Contact _____ Contract
Number _____ Name _____ Contact Person _____ Phone No. _____ or Grant No. _____

Equal Opportunity Policy Disclaimer

ATTENTION BIDDERS

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person bidding, who is responding to a formal bid request, Request for Qualifications or qualifications, or negotiating a contract with the state for professional or consultant services, submit their most current equal opportunity policy (EO Policy).

Although bidders are encouraged to have a viable equal opportunity policy, a written response stating the bidder does not have such an EO Policy will be considered that bidder's response and will be acceptable in complying with the requirement of Act 2157.

Submitting the EO Policy is a one-time requirement. The University of Arkansas, Fayetteville Procurement Department, will maintain a database of policies or written responses received from all bidders.

Note: This is a mandatory requirement when submitting an offer as described above.

Please complete and return this form with your bid response.

Should you have any questions regarding this requirement, please contact this office by calling (479) 575-2551.

Sincerely,

Linda Fast

Linda Fast, APO, CPPO, CPPB
Manager of Procurement Services
University of Arkansas

To be completed by business or person submitting response: (check appropriate box)

EO Policy Attached

EO Policy previously submitted to Procurement Department

EO Policy is not available from business or person

Company Name
Or Individual: _____

Title: _____ **Date:** _____

Signature: _____

**University of Arkansas
Fayetteville, Arkansas
Procurement Department
321 Administration
Fayetteville, AR 72701
Tel: 479-575-2551
Fax: 479-575-4158**

Act 157 of 2007 of the Arkansas Regular Legislative Session **requires** that any business or person responding to a Request for Proposal (RFP) for professional services, technical and general services or any category of construction in which the total dollar value is \$25,000 or greater **certify, prior to the award of the contract**, that they do not employ or contract with any illegal immigrants. Bidders are to certify online at:

http://www.arkansas.gov/dfa/procurement/pro_immigrant.html

This is a mandatory requirement. Failure to certify may result in rejection of your proposal, and no award will be made to a vendor who has not so certified. If you have any questions, please contact the Procurement Department. Thank you.

Linda Fast

Linda Fast, APO, CPPO, CPPB
Manager of Procurement Services

TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING RESPONSE:

Please check the appropriate statement below:

_____ We have certified on-line that we do not employ or contract with any illegal immigrants
Date on-line certification completed: _____

_____ We have NOT certified on-line at this time, and we understand that no contract can awarded to our firm until we have done so.
Reason for non-certification: _____

Name of Company	
Mailing Address	
City, State & Zip	
Signature	
Name & Title (printed or typed)	
Date	

ANTI-BOYCOTT OF ISRAEL CERTIFICATION
ACT 710 of 2017
Section 00 45 00 / REV: July 2017

DBA Project Number:

Project Name:

I hereby certify that pursuant to Arkansas Code Annotated §25-1-501 et seq., neither I or the company named below are currently engaged in any boycott(s) of Israel. Additionally, I and the company named below agree to not engage in any boycotting of Israel activities for the duration of this construction contract.

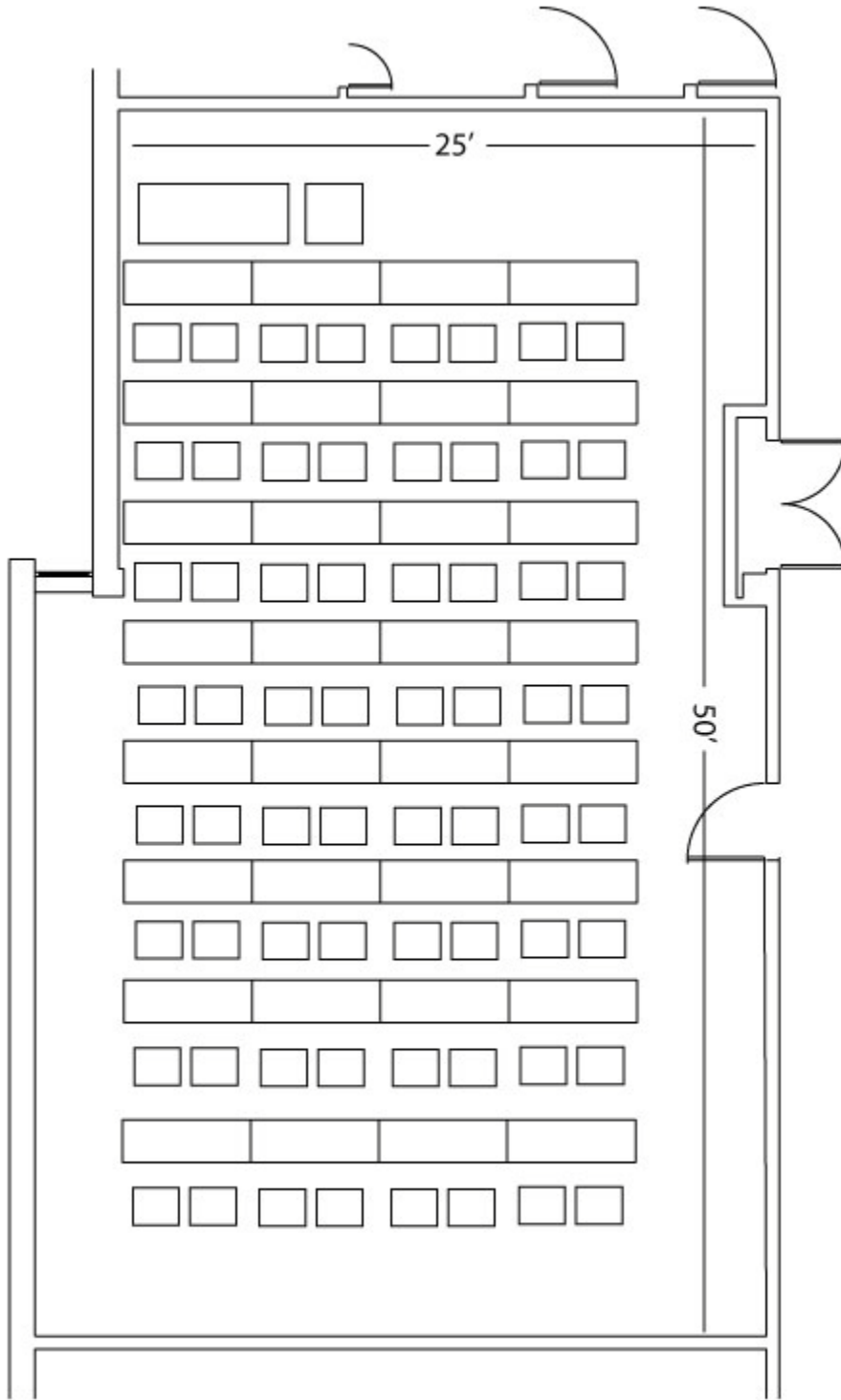
I represent that I have the authority to legally bind and to complete this certification on behalf of myself and the company named below.

Print Name of Company

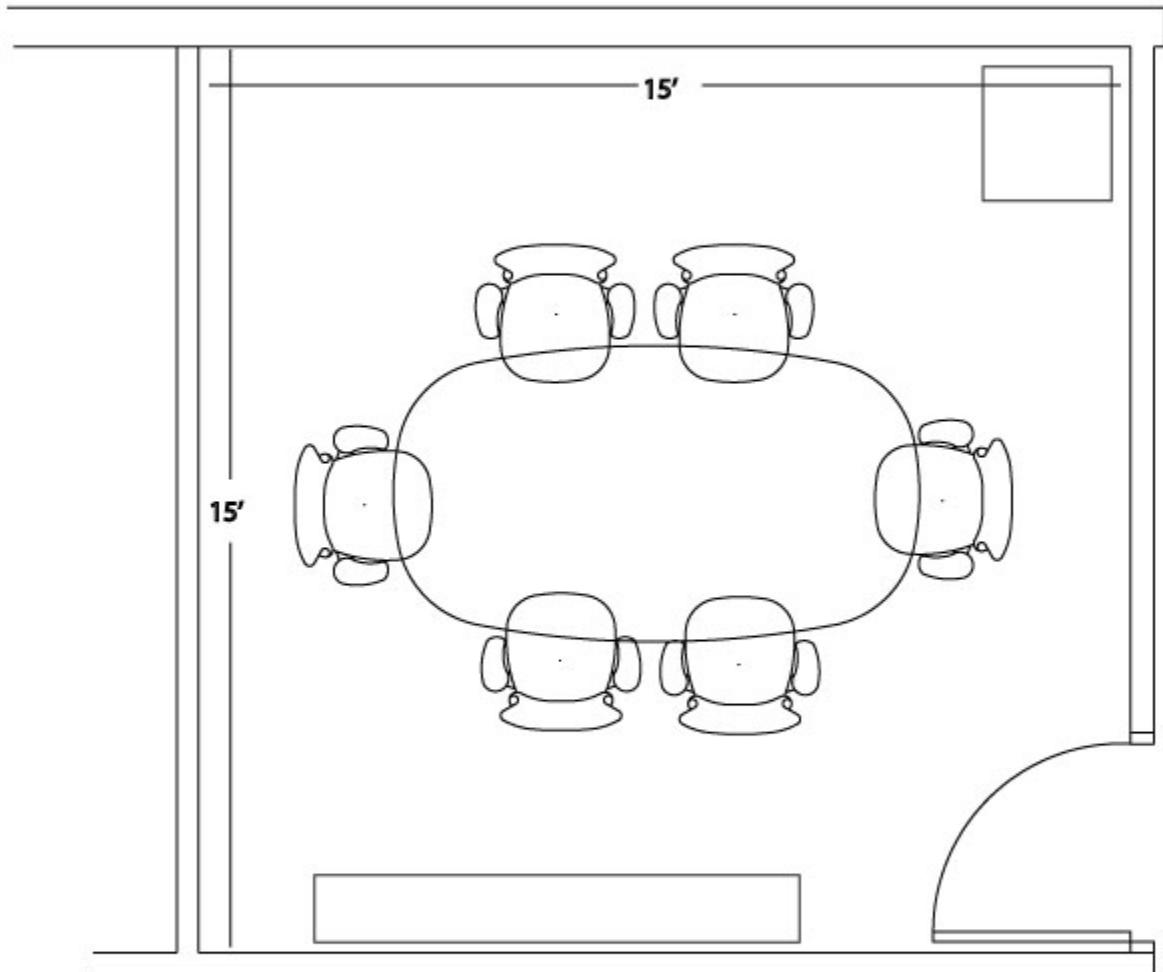
Signature and Title

Print Name and Date

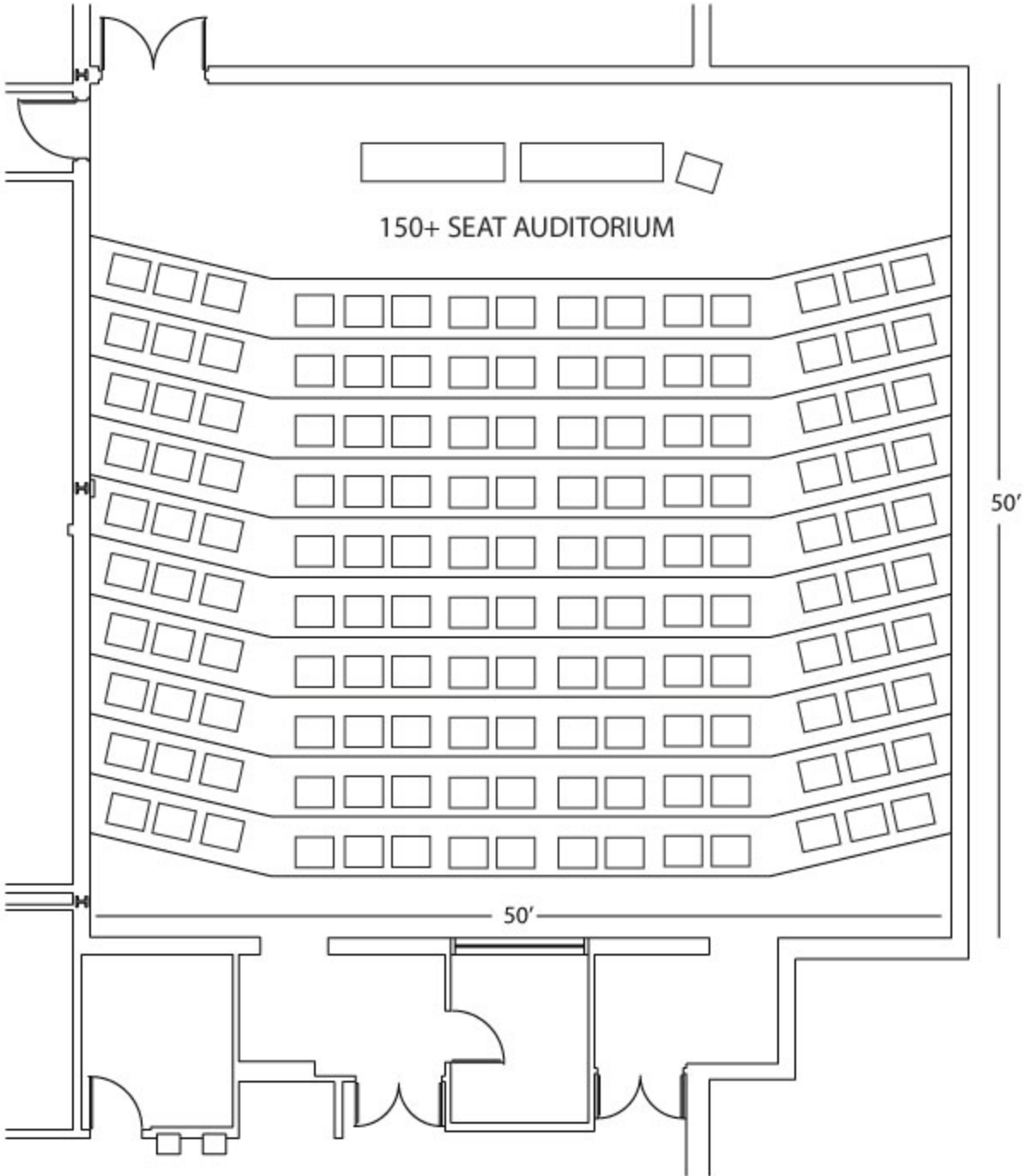
APPENDIX 5 – Floorplan Room Type N1 Classroom



APPENDIX 6 – Room Type N2 Meeting Room



APPENDIX 7 – Floorplan – Room Type N3 Auditorium (100+ Seats)



APPENDIX 8 – Floorplan Room Type N4 Auditorium (300+ Seats)

