Request for Proposal
UK-1893-19
Proposal Due Date - 01/24/2019

Audiovisual System to Renovate/Expand
Law Building
Project 2444.0
REQUEST FOR PROPOSAL (RFP)

ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

PROPOSAL NO.: UK-1893-19
Issue Date: 12/21/2018
Title: Audiovisual System to Renovate/Expand Law
Purchasing Officer: Mike Mudd
Phone: 859-257-5409

RETURN ORIGINAL COPY OF PROPOSAL TO:
UNIVERSITY OF KENTUCKY
PURCHASING DIVISION
ROOM 322 PETERSON SERVICE BLDG.
LEXINGTON, KY 40506-0005

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 01/24/2019 3 P.M. LEXINGTON, KY TIME.

NOTICE OF REQUIREMENTS

1. The University’s General Terms and Conditions and Instructions to Bidders, viewable at www.uky.edu/Purchasing/terms.htm, apply to this RFP. When the RFP includes construction services, the University’s General Conditions for Construction and Instructions to Bidders, viewable at www.uky.edu/Purchasing/cophome.htm, apply to the RFP.

2. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.

3. Any agreement or collusion among offerors or prospective offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.

4. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars or more than twenty thousand dollars.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

1. That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
2. That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the RFP, designed to limit independent bidding or competition;
3. That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP;
4. That the offeror is legally entitled to enter into contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including, but not limited to, those prohibited by the provisions of KRS 45A.330 to .340, and164.390;
5. That the offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award;
6. That I have fully informed myself regarding the accuracy of the statement made above.

SIGNED STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS45A.110 (2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The contractor by signing and submitting a proposal agrees as required by 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the University by the successful contractor prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The contractor, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b) that prohibits the maintaining of segregated facilities.

SIGNATURE REQUIRED: This proposal cannot be considered valid unless signed and dated by an authorized agent of the offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office.

DELIVERY TIME:
NAME OF COMPANY:
DUNS #

PROPOSAL FIRM THROUGH:
ADDRESS:
Phone/Fax:

PAYMENT TERMS:
CITY, STATE & ZIP CODE:
E-MAIL:

SHIPPING TERMS: F. O. B. DESTINATION PREPAID AND ALLOWED
TYPED OR PRINTED NAME:
WEB ADDRESS:

FEDERAL EMPLOYER ID NO.:
SIGNATURE:
DATE:

Rev 2.12.2018
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Attachment G Requirements Common to all Work Categories
Attachment H Project Schedule
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<td>Audiovisual Systems Cover Sheet</td>
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<td>SY02.0</td>
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<td>SY04.0</td>
<td>Divisible Room 395, 397 &amp; 399 System Signal Flow - A</td>
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<td>Divisible Room 395, 397 &amp; 399 System Signal Flow - B</td>
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<td>SY05.0</td>
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<td>Small Classroom 210, 216, 222 &amp; 228 System Signal Flow</td>
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<td>Conference Room 140A System Signal Flow</td>
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<td>SY10.0</td>
<td>Group Study, Multifunction, Staff Lounge &amp; Staff Workroom System Signal Flow</td>
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<tr>
<td>SY11.0</td>
<td>Digital Signage System Signal Flow</td>
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</table>
Reference Drawings – The following drawings have been included for the Offerors reference in bidding the work called for by the Contract Documents. Reference drawings may not reflect as-built conditions. It shall be the responsibility of the Contractor to field verify all site conditions.

<table>
<thead>
<tr>
<th>Reference Drawings</th>
<th>Description</th>
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<tbody>
<tr>
<td>AV-01</td>
<td>AUDIOVISUAL INFRASTRUCTURE LEGENDS AND SYMBOLS</td>
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<td>AUDIOVISUAL INFRASTRUCTURE LEVEL 3 CEILING PLAN</td>
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<td>AV-60</td>
<td>AUDIOVISUAL INFRASTRUCTURE DETAILS</td>
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<tr>
<td>AV-61</td>
<td>AUDIOVISUAL INFRASTRUCTURE DETAILS</td>
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1.0 DEFINITIONS

The term "addenda" means written or graphic instructions issued by the University of Kentucky prior to the receipt of proposals that modify or interpret the RFP documents by additions, deletions, clarifications and/or corrections.

The term "competitive negotiations" means the method authorized in the Kentucky Revised Statutes, Chapter 45A.085.

The terms "offer" or "proposal" mean the offeror’s/offerors’ response to this RFP.

The term "offeror" means the entity or contractor group submitting the proposal.

The term "contractor" means the entity receiving a contract award.

The term "purchasing agency" means the University of Kentucky, Purchasing Division, Room 322 Peterson Service Building, Lexington, KY 40506-0005.

The term "purchasing official" means the University of Kentucky’s appointed contracting representative.

The term "responsible offeror" means a person, company or corporation that has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an offeror is responsible, the University may evaluate various factors including (but not limited to): financial resources; experience; organization; technical qualifications; available resources; record of performance; integrity; judgment; ability to perform successfully under the terms and conditions of the contract; adversarial relationship between the offeror and the University that is so serious and compelling that it may negatively impact the work performed under this RFP; or any other cause determined to be so serious and compelling as to affect the responsibility of the offeror.

The term "solicitation" means RFP.

The term "University" means University of Kentucky.
2.0 GENERAL OVERVIEW

2.1 Intent and Scope

University of Kentucky is currently constructing the new College of Law in Lexington, Kentucky. The building will contain technology enabled spaces supporting both professional and instructional tele production, including television studios, editing and post-production facilities, radio production, video conferencing, and distance learning. The building will also include classroom spaces, group study rooms, conference rooms as well as a large events space, all supporting multimedia enhanced presentation and instruction. University of Kentucky is seeking a turn-key job to be provided by one vendor to supply equipment, labor, installation materials, programming, testing, training, and follow-up support for the audiovisual systems.

In addition, the following Attachments, Drawings (including Reference Drawings are included as part of this Request for Proposal (RFP)

Attachments

Attachment A  General Conditions
Attachment B  Special Conditions
Attachment C  Congleton-Hacker Subcontract Agreement
Attachment D  Workers Compensation Affidavit and Bonding Forms
Attachment E  Audiovisual Systems – Bidding Equipment Lists
Attachment F  Audiovisual Systems Specifications
Attachment G  Requirements Common to all Work Categories
Attachment H  Project Schedule
Attachment I  Diversity Participation Goals/ EEO Reporting

The Scope of Services is further defined in Attachment F, Audiovisual Systems, Drawings and Reference Drawings included with this RFP.

Section 1 – Bidding Requirements and Overview Specifications
Section 2 – Overview of Specifications
Section 3 – Design and Performance Requirements
Section 4 – APPENDIX A  List of Drawings and Reference Drawings
            APPENDIX B  Summary of Audiovisual Systems Submittals
            APPENDIX C  BID FORMS

2.2 Background Information

The UK Law Building is undergoing a renovation and expansion project that will significantly update and enhance a building constructed in 1965, providing students, staff and faculty with a new, state-of-the-art facility for learning, teaching and research. The estimated time for completion of the project is two years.
2.3 University Information

Since his arrival, President Eli Capilouto has set forth an ambitious agenda to extend and enhance our role as Kentucky’s land-grant and flagship research university. By focusing on infrastructure growth and improvement; creating opportunities for innovative teaching, learning, and academic excellence; fostering a robust research and creative scholarship enterprise; providing life-saving subspecialty care; empowering communities through service and outreach; and encouraging a transparent and shared dialogue about institutional priorities; the University of Kentucky will ensure a new century of promise for the people we impact.

Founded in 1865 as a land-grant institution adjacent to downtown Lexington, UK is nestled in the scenic heart of the beautiful Bluegrass Region of Kentucky. From its early beginnings, with only 190 students and 10 professors, UK’s campus now covers more than 918 acres and is home to more than 30,000 students and approximately 14,500 employees, including more than 2,300 full-time faculty. UK is one of a small number of universities in the United States that has programs in agriculture, engineering, a full complement of health colleges including medicine and pharmacy, law and fine arts on a single campus, leading to groundbreaking discoveries and unique interdisciplinary collaboration. The state’s flagship university consists of 17 academic and professional colleges where students can choose from more than 200 majors and degree programs at the undergraduate and graduate levels. The colleges are Agriculture, Food and Environment; Arts and Sciences; Business and Economics; Communication and Information; Dentistry; Design; Education; Engineering; Fine Arts; Graduate School; Health Sciences; Law; Medicine; Nursing; Pharmacy; Public Health; and Social Work. These colleges are supported by a modern research library system.

Research at the University of Kentucky is a dynamic enterprise encompassing both traditional scholarship and emerging technologies, and UK’s research faculty, staff and students are establishing UK as one of the nation’s most prolific public research universities. UK’s research enterprise attracted $285 million in research grants and contracts from out-of-state sources, which generated a $580 million impact on the Kentucky economy. Included in this portfolio is $153 million in federal awards from the National Institutes of Health, non-NIH grants from the Department Health and Human Services, the National Science Foundation, Department of Energy, Department of Agriculture and NASA, among others. The National Science Foundation ranks UK’s research enterprise 44th among public institutions.
With more than 50 research centers and institutes, UK researchers are discovering new knowledge, providing a rich training ground for current students and the next generation of researchers, and advancing the economic growth of the Commonwealth of Kentucky. Several centers excel in the services offered to the public. The Gluck Equine Research Center is one of only three facilities of its kind in the world, conducting research in equine diseases.

The Center for Applied Energy Research is pursuing groundbreaking discovery across the energy disciplines. CAER staff are pioneering new ways to sustainably utilize Kentucky natural resources through carbon-capture algae technology, biomass/coal to liquid products and the opening of UK’s first LEED-certified research lab to support the development of Kentucky’s growing alternative energy industry. Among the brightest examples of UK’s investment in transformative research is the Markey Cancer Center. As a center of excellence and distinction at UK, Markey’s robust research and clinical enterprise is the cornerstone of our commitment to Kentucky – fundamental to our success in uplifting lives through our endeavors and improving the general health and welfare of our state – burdened by the nation’s highest rate of cancer deaths per 100,000 people. In 2013, Markey earned the prestigious National Cancer Institute-designation (NCI) – one of 68 nationally and the only one in Kentucky.

The University of Kentucky was awarded a $20 million Clinical Translational Sciences Award (CTSA) from the National Institutes of Health (NIH). As one of only 60 institutions with this research distinction, UK was awarded the CTSA for its potential in moving research and discovery in the lab into practical field and community applications. The CTSA and NCI are part of a trifecta of federal research grants that includes an Alzheimer’s Disease Center. UK is one of only 22 universities in the country to hold all three premier grants from NIH.

Established in 1957, the medical center at UK is one of the nation's finest academic medical centers and includes the University's clinical enterprise, UK HealthCare. The 569-bed UK Albert B. Chandler Hospital and Kentucky Children's Hospital, along with 256 beds at UK Good Samaritan Hospital, are supported by a growing faculty and staff providing the most advanced subspecialty care for the most critically injured and ill patients throughout the Commonwealth and beyond. Over the last several years, the number of patients served by the medical enterprise has increased from roughly 19,000 discharges to more than 36,000 discharges in 2014.

UK Chandler Hospital includes the only Level 1 Trauma Center for both adult and pediatric patients in Central and Eastern Kentucky. In addition, UK HealthCare recently opened one of the country's largest robotic hybrid operating rooms and the first of its kind in the region. While our new patient care pavilion is the leading healthcare facility for advanced medical procedures in the region, our talented physicians consult with and travel to our network of affiliate hospitals so Kentucky citizens can receive the best health care available close to their home and never need to leave the Bluegrass for complex subspecialty care.

UK's agenda remains committed to accelerating the University’s movement toward academic excellence in all areas and gain worldwide recognition for its outstanding academic programs, its commitment to students, its investment in pioneering research and discovery, its success in building a diverse community and its engagement with the larger society. It is all part of the University’s fulfillment of our promise to Kentucky to position our state as a leader in American prosperity.
3.0 PROPOSAL REQUIREMENTS

3.1 Key Event Dates

PHASE 1
Release of RFP 12/21/2018
Pre-Proposal Conference at 10:00 AM 1/04/2019
Deadline for Written Questions Phase 1 1/10/2019
Final Addendum 1/16/2019
RFP Proposals Due Date at 3:00 PM 1/24/2019
Evaluation of Phase 1 Proposals 1/28/2019

PHASE 2*
Notification of Phase 2 Finalist 1/29/2019
Offeror Presentations from Phase 2 Finalist 2/12/2019
Contract Award Week of 2/18/2019

*projected dates

3.2 Offeror Communication

To ensure that RFP documentation and subsequent information (modifications, clarifications, addenda, Written Questions and Answers, etc.) are directed to the appropriate persons within the offeror’s firm, each offeror who intends to participate in this RFP is to provide the following information to the purchasing officer. Prompt, thorough compliance is in the best interest of the offeror. Failure to comply may result in incomplete or delayed communication of addenda or other vital information. Contact information is the responsibility of the offeror. Without the prompt information, any communication shortfall shall reside with the offeror.

- Name of primary contact
- Mailing address of primary contact
- Telephone number of primary contact
- Fax number of primary contact
- E-mail address of primary contact
- Additional contact persons with same information provided as primary contact

This information shall be transmitted via fax or e-mail to:

Mr. Mike Mudd
Purchasing Division
University of Kentucky
322 Peterson Service Building
411 S. Limestone
Lexington, KY 40506-0005
Phone: (859) 257-5409
E-mail: mikemudd2@uky.edu

All communication with the University regarding this RFP shall only be directed to the purchasing officer listed above.
3.3 **Pre-Proposal Conference**

Pre-Proposal Conference will be held on **Friday 1/04/2019 at 10:00 am** in the on the campus of the University located at 620 S Limestone, Lexington, KY 40508. The Pre-Proposal Conference will be held in the Congleton-Hacker CM office Trailer. For directions and Parking refer to the following web sites: [http://law.uky.edu/about-us/parking](http://law.uky.edu/about-us/parking)

This conference is to allow prospective contractors an opportunity to ask questions, and clarify the University’s expectations. Please allow extra time for travel as it may be difficult to find parking space.

Attendance at the Pre-Bid Conference is optional. At this conference the scope of services will be discussed in more detail and will include a site walk through.

Oral answers given at the conference are not binding. Offerors are encouraged to submit written questions after the Conference by the date listed in Section 3.1, Written Questions of this RFP. The questions and answers will be made part of the RFP and may become part of the contract with the successful Offeror. Oral answers given at the conference are not binding.

3.4 **Offeror Presentations**

All Phase 2 Finalists shall be required to make a presentation to the evaluation committee. The interviews are tentatively scheduled to be held on **2/12/2019**. Actual interview times for the Phase 2 finalist will be scheduled at a later time. Also, an agenda for the Phase 2 finalist will be issued prior to the interviews.

3.5 **Preparation of Offers**

The offeror is expected to follow all specifications, terms, conditions and instructions in this RFP.

The offeror will furnish all information required by this solicitation.

Proposals should be prepared simply and economically, providing a description of the offeror’s capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content. All documentation submitted with the proposal should be bound in the single volume except as otherwise specified.

An electronic version of the RFP, in .PDF format only, is available through the University of Kentucky Purchasing Division web site: [www.uky.edu/purchasing/bidlist.htm](http://www.uky.edu/purchasing/bidlist.htm)

3.6 **Proposed Deviations from the RFP**

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations therefrom must be specifically defined in accordance with the transmittal letter, Section 4.3 (d). If accepted by the University, the deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this RFP.
Note: Offerors shall not submit their standard terms and conditions as exceptions to the University's General Terms and Conditions. Each exception to the University's General Terms and Conditions shall be individually addressed.

3.7 Proposal Submission and Deadline

Offeror must provide the following materials prior to 3 p.m. (Lexington, KY time) on the date specified in Section 3.1 and addressed to the purchasing officer listed in Section 3.2:

- **Technical Proposal:** One (1) copy on an electronic storage device (CD or USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Technical Proposal) and seven (7) printed copies in a single package, separate from the Financial Proposal.

- **Financial Proposal:** One (1) copy on an electronic storage device (CD or USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Financial Proposal) and seven (7) printed copies in a single package, separate from the Technical Proposal.

Proposals shall be enclosed in sealed envelopes to the above referenced address and shall show on the face of the envelope: the closing time and date specified, the solicitation number and the name and address of the offeror.

Note: In accordance with the Kentucky Revised Statute 45A.085, there will be no public opening.

3.8 Modification or Withdrawal of Offer

An offer and/or modification of offer received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

An offer may be modified or withdrawn by written notice before the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or an authorized representative, provided the identity of the person is made known and the person signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.

3.9 Acceptance or Rejection and Award of Proposal

The University reserves the right to accept or reject any or all proposals (or parts of proposals), to waive any informalities or technicalities, to clarify any ambiguities in proposals and (unless otherwise specified) to accept any item in the proposal. In case of error in extension or prices or other errors in calculation, the unit price shall govern. Further, the University reserves the right to make a single award, split awards, multiple awards or no award, whichever is in the best interest of the University.

3.10 Rejection

Grounds for the rejection of proposals include (but shall not be limited to):

- Failure of a proposal to conform to the essential requirements of the RFP.
• Imposition of conditions that would significantly modify the terms and conditions of the solicitation or limit the offeror’s liability to the University on the contract awarded on the basis of such solicitation.

• Failure of the offeror to sign the University RFP. This includes the Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest statements.

• Receipt of proposal after the closing date and time specified in the RFP.

3.11 Addenda

Any addenda or instructions issued by the purchasing agency prior to the time for receiving proposals shall become a part of this RFP. Such addenda shall be acknowledged in the proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

3.12 Disclosure of Offeror’s Response

The RFP specifies the format, required information and general content of proposals submitted in response to this RFP. The purchasing agency will not disclose any portions of the proposals prior to contract award to anyone outside the Purchasing Division, the University’s administrative staff, representatives of the state or federal government (if required) and the members of the committee evaluating the proposals. After a contract is awarded in whole or in part, the University shall have the right to duplicate, use or disclose all proposal data submitted by offerors in response to this RFP as a matter of public record.

Any submitted proposal shall remain valid six (6) months after the proposal due date.

The University shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal will not affect this right.

3.13 Restrictions on Communications with University Staff

From the issue date of this RFP until a contractor is selected and a contract award is made, offerors are not allowed to communicate about the subject of the RFP with any University administrator, faculty, staff or members of the board of trustees except: the purchasing office representative, any University purchasing official representing the University administration, others authorized in writing by the purchasing office and University representatives during offeror presentations. If violation of this provision occurs, the University reserves the right to reject the offeror’s proposal.

3.14 Cost of Preparing Proposal

Costs for developing the proposals and any subsequent activities prior to contract award are solely the responsibility of the offerors. The University will provide no reimbursement for such costs.

3.15 Disposition of Proposals

All proposals become the property of the University. The successful proposal will be incorporated into the resulting contract by reference.
3.16 **Alternate Proposals**

Offerors may submit alternate proposals. If more than one proposal is submitted, all must be complete (separate) and comply with the instructions set forth within this document. Each proposal will be evaluated on its own merits.

3.17 **Questions**

All questions should be submitted by either fax or e-mail to the purchasing officer listed in Section 3.2 no later than the date listed in Section 3.1.

3.18 **Section Titles in the RFP**

Section titles used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer the construction of contractual language.

3.19 **No Contingent Fees**

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the offeror or bona fide established commercial or selling agencies maintained by the offeror for the purpose of securing business. For breach or violation of this provision, the University shall have the right to reject the proposal, annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

3.20 **Proposal Addenda and Rules for Withdrawal**

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the University purchasing office, signed by the offeror. Unless requested by the University, the University will not accept revisions or alterations to proposals after the proposal due date.
4.0 PROPOSAL FORMAT AND CONTENT

4.1 Proposal Information and Criteria

The following list specifies the items to be addressed in the proposal. Offerors should read it carefully and address it completely and in the order listed to facilitate the University’s review of the proposal.

Proposals shall be organized into the sections identified below. The content of each section is detailed in the following pages. It is strongly suggested that offerors use the same numbers for the following content that are used in the RFP.

- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form
- Transmittal Letter
- Executive Summary and Proposal Overview
- Criteria 1 - Offeror Qualifications
- Criteria 2 - Services Defined
- Criteria 3 - Financial Proposal
- Criteria 4 - Evidence of Successful Performance and Implementation Schedule
- Criteria 5 - Other Additional Information

4.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form

The Offeror will sign and return the proposal cover sheet and print or type their name, firm, address, telephone number and date. The person signing the offer must initial erasures or other changes. An offer signed by an agent is to be accompanied by evidence of their authority unless such evidence has been previously furnished to the purchasing agency. The signer shall further certify that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and that the signer is authorized to bind the principal offeror.

4.3 Transmittal Letter

The Transmittal Letter accompanying the RFP shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the offeror. It shall include:

- A statement referencing all addenda and written questions, the answers and any clarifications to this RFP issued by the University and received by the offeror (If no addenda have been received, a statement to that effect should be included.).

- A statement that the offeror’s proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.
- A statement that the offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.

- A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.

- A statement that identifies the confidential information as described in Section 6.23.

4.4 **Executive Summary and Proposal Overview**

The Executive Summary and Proposal Overview shall condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the entire proposal.

4.5 **Criteria 1 - Offeror Qualifications**

The purpose of the Offeror Qualifications section is to determine the ability of the offeror to respond to this RFP. Offerors must describe and offer evidence of their ability to meet each of the qualifications listed below.

a) Please provide a brief narrative describing the history of your company. Identify the ownership of your company, include supplemental information if joint venturing and/or specialty tier vendors/contractor(s). In addition, please complete and include the forms Attachment F, Appendix C, Bid Forms, and include with the Proposal. Describe your personnel and/or subcontractors for the design, fabrication, installation, and support of the present and in the future. Who will be the Project Manager and onsite foreman qualifications for performing the work described in this RFP? Please provide the Project Managers' qualifications for performing the work described in this RFP. Include a list of resources your personnel will utilize to fulfill this RFP.

b) Do you have the personnel to support the work required for the services described in this RFP?

c) Provide the number of employees required to perform the work.

d) Also, please provide a statement that the Offeror has the resources available to assure meeting the requirements described in this RFP, including Attachments E and Attachment F of this RFP, Drawings and Reference Drawings to meet an aggressive implementation schedule.

4.6 **Criteria 2 – Services Defined**

a) Provide a brief statement explaining how your company will accomplish the services described in this RFP. In the statement, please describe each phase of the work, (design, installation, training and after warranty service) include the staffing levels and frequency of the types of services required.
b) What support will your company require from the University of Kentucky?

c) Provide information on the capabilities of the system, the function of the overall system and each of its components and the ways in which the components are integrated.

d) Confirm that your system includes the Equipment described in Attachment E, Equipment Lists.

e) Provide information on the scalability of the system and each of its components.

f) Please describe the warranty that your firm provides. Explain what is covered and what is not covered. Also, does it include labor?

g) Describe the effort that your firm plans to meet or exceed the goals described in Attachment I, Diversity Participation Goals.

4.7 Criteria 3 – Financial Proposal

The Financial Summary Form shall contain the complete financial offer made to the University using the format contained in Section 8.0 and Attachment F, Appendix C, Section 3.8.

4.8 Criteria 4 – Evidence of Successful Performance and Implementation Schedule

a) Please describe the schedule for this project and indicate how your firm proposes to meet the schedule for the completion of this project. Please review Attachment H UK Law Schedule and identify how you firm would propose coordinating with this schedule.

b) Provide evidence of the Company’s experience with both design and fabrication/installation in similar work as described in this RFP. Indicate whether your firm performed the design work and fabrication/installation work, or both. Contractor shall submit a list of installations for facilities of the magnitude of this project, and/or other significant structures of comparable scale and complexity as this College of Law that have been done within the last 5 years. This list should include the Information requested in Attachment F, Appendix C “References – Three Projects.

4.9 Criteria 5 – Other Additional Information

Please provide any additional information that the offeror feels should be considered when evaluating their proposal.

The offeror may present any creative approaches that might be appropriate. The offeror may also provide supporting documentation that would be pertinent to this RFP.
5.0 EVALUATION CRITERIA PROCESS

A committee of University officials appointed by the Director of Purchasing will evaluate proposals and make a recommendation to the Director of Purchasing. The evaluation will be based upon the information provided in the proposal, additional information requested by the University for clarification, information obtained from references and independent sources and oral presentations (if requested).

The evaluation of responsive proposals shall then be completed by an evaluation team, which will determine the ranking of proposals. Proposals will be evaluated strictly in accordance with the requirements set forth in this solicitation, including any addenda that are issued. The University will award the contract to the responsible offeror whose proposal is determined to be the most advantageous to the University, taking into consideration the evaluation factors set forth in this RFP.

The evaluation of proposals will include consideration of responses to the list of criteria in Section 4.0. Offerors must specifically address all criteria in their response. Any deviations or exceptions to the specifications or requirements must be described and justified in a transmittal letter. Failure to list such exceptions or deviations in the transmittal letter may be considered sufficient reason to reject the proposal.

The relative importance of the criteria is defined below:

**Primary Criteria**

- Offeror Qualifications
- Services Defined
- Financial Proposal
- Evidence of Successful Performance and Implementation

**Secondary Criteria**

- Other Additional Services

The University will evaluate proposals as submitted and may not notify offerors of deficiencies in their responses.

Proposals must contain responses to each of the criteria, listed in Section 4 even if the offeror’s response cannot satisfy those criteria. A proposal may be rejected if it is conditional or incomplete in the judgment of the University.
6.0 TERMS AND CONDITIONS

IMPORTANT NOTE: THE SUCCESSFUL BIDDERS WILL ENTER INTO A SUBCONTRACT WITH CONGLETON-HACKER CONSTRUCTION COMPANY. THE FORM OF CONTRACT IS INCLUDED WITH THE BID DOCUMENTS. THERE WILL BE NO DIRECT CONTRACTUAL RELATIONSHIP BETWEEN THE SUCCESSFUL BIDDERS AND THE UNIVERSITY OF KENTUCKY.

The Congleton–Hacker Subcontract Agreement is included within Attachment C.

6.1 General Conditions

The General Conditions are Included within Attachment A

6.2 Special Conditions

The Special Conditions are included within Attachment B

6.3 Bonding Competitive Negotiation

Offerors shall submit a bid guarantee of not less than five (5%) percent of the amount of the base bid. A 100% Performance Bond and 100% Payment Bond shall be furnished by the successful bidder. All bonding and insurance requirements are contained in the RFP and/or General Conditions. The Payment and Performance Bonds are attached as Attachment D

It is the intent of the RFP to enter into competitive negotiation as authorized by KRS 45A.085.

The University will review all proposals properly submitted. However, the University reserves the right to request necessary modifications, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to the best interests of the University.

Offeror(s) selected to participate in negotiations may be given an opportunity to submit a Best and Final Offer to the purchasing agency. All information-received prior to the cut-off time will be considered part of the offeror’s Best and Final Offer.

The University also reserves the right to waive minor technicalities or irregularities in proposals providing such action is in the best interest of the University. Such waiver shall in no way modify the RFP requirements or excuse the offeror from full compliance with the RFP specifications and other contract requirements if the offeror is awarded the contract.

6.4 Prevailing Wages

Effective Monday, January 9, 2017 the Commonwealth of Kentucky’s prevailing wage law applying to public works projects was repealed. As such, prevailing wage requirements no longer apply to this project.
6.5 **Additions, Deletions or Contract Changes**

The University reserves the right to add, delete, or change related items or services to the contract established from this RFP. No modification or change of any provision in the resulting contract shall be made unless such modification is mutually agreed to in writing by the contractor and the Director of Purchasing and incorporated as a written modification to the contract. Memoranda of understanding and correspondence shall not be interpreted as a modification to the contract.

6.6 **Competitive Negotiation**

It is the intent of the RFP to enter into competitive negotiation as authorized by KRS 45A.085.

The University will review all proposals properly submitted. However, the University reserves the right to request necessary modifications, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to the best interests of the University.

Offeror(s) selected to participate in negotiations may be given an opportunity to submit a Best and Final Offer to the purchasing agency. All information-received prior to the cut-off time will be considered part of the offeror's Best and Final Offer.

The University also reserves the right to waive minor technicalities or irregularities in proposals providing such action is in the best interest of the University. Such waiver shall in no way modify the RFP requirements or excuse the offeror from full compliance with the RFP specifications and other contract requirements if the offeror is awarded the contract.

6.7 **Contractor Cooperation in Related Efforts**

The University reserves the right to undertake or award other contracts for additional or related work to other entities. The contractor shall fully cooperate with such other contractors and University employees and carefully fit its work to such additional work. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by University employees. This clause shall be included in the contracts of all contractors with whom this contractor will be required to cooperate. The University shall equitably enforce this clause to all contractors to prevent the imposition of unreasonable burdens on any contractor.

6.8 **Governing Law**

The contractor shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, Commonwealth of Kentucky and all other local governments, public authorities, boards or offices relating to the property or the improvements upon same (or the use thereof) and will not permit the same to be used for any illegal or immoral purposes, business or occupation. The resulting contract shall be governed by Kentucky law and any claim relating to this contract shall only be brought in the Franklin Circuit Court in accordance with KRS 45A.245.

6.9 **Appearance Before Committee**

Any, all or no offerors may be requested to appear before the evaluation committee to explain their proposal and/or to respond to questions from the committee concerning the proposal. Offerors are prohibited from electronically recording these meetings. The committee reserves the right to request additional information.
6.10 **Termination for Convenience**

Please refer to Attachment A, General Conditions.

6.11 **Termination for Non-Performance**

Please refer to Attachment A, General Conditions.

6.12 **Funding Out**

No Applicable.

6.13 **Prime Contractor Responsibility**

Any contracts that may result from the RFP shall specify that the contractor(s) is/are solely responsible for fulfillment of the contract with the University.

6.14 **Assignment and Subcontracting**

The Contractor(s) may not assign or delegate its rights and obligations under any contract in whole or in part without the prior written consent of the University. Any attempted assignment or subcontracting shall be void.

6.15 **Permits, Licenses, Taxes**

Please refer to Attachment A General Conditions.

6.16 **Attorneys’ Fees**

In the event that either party deems it necessary to take legal action to enforce any provision of the contract and in the event that the University prevails, the contractor agrees to pay all expenses of such action including attorneys’ fees and costs at all stages of litigation.

6.17 **Royalties, Patents, Copyrights and Trademarks**

The Contractor shall pay all applicable royalties and license fees. If a particular process, products or device is specified in the contract documents and it is known to be subject to patent rights or copyrights, the existence of such rights shall be disclosed in the contract documents and the Contractor is responsible for payment of all associated royalties. To the fullest extent permitted by law the Contractor shall indemnify, hold the University harmless, and defend all suits, claims, losses, damages or liability resulting from any infringement of patent, copyright, and trademark rights resulting from the incorporation in the Work or device specified in the Contract Documents.

Unless provided otherwise in the contract, the Contractor shall not use the University’s name nor any of its trademarks or copyrights, although it may state that it has a Contract with the University.
6.18 **Indemnification**

Please refer to **Attachment A General Conditions**

6.19 **Insurance**

The successful Contractor shall procure and maintain, at its expense, the following minimum insurance coverages insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be with insurers acceptable to the University.

Please refer to Article 35 of the General Conditions and Article 41 of the Special Conditions for additional insurance requirements.

The successful contractor agrees to furnish Certificates of Insurance for the above described coverages and limits to the University of Kentucky, Purchasing Division. The University, its trustees and employees must be added as additional insured on the Commercial General Liability policy with regard to the scope of this solicitation. Any deductibles or self-insured retention in the above-described policies must be paid and are the sole responsibility of the contractor. Coverage is to be primary and non-contributory with other coverage (if any) purchased by the University. All of these required policies must include a Waiver of Subrogation (except Workers' Compensation) in favor of the University, its trustees and employees.

6.20 **Method of Award**

It is the intent of the University to award a contract to the qualified offeror whose offer, conforming to the conditions and requirements of the RFP, is determined to be the most advantageous to the University, cost and other factors considered.

Notwithstanding the above, this RFP does not commit the University to award a contract from this solicitation. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the proposal received.

6.21 **Reciprocal Preference**

In accordance with KRS 45A.494, a resident offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident offeror. In evaluating proposals, the University will apply a reciprocal preference against an offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident offeror. Residency and non-residency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set forth in the above reference statute.

6.22 **Reports and Auditing**

The University, or its duly authorized representatives, shall have access to any books, documents, papers, records or other evidence which are directly pertinent to this contract for the purpose of financial audit or program review.
6.23 **Confidentiality**

The University recognizes an offeror’s possible interest in preserving selected information and data included in the proposal; however, the University must treat such information and data as required by the Kentucky Open Records Act, KRS 61.870, et seq.

Information areas which normally might be considered proprietary, and therefore confidential, shall be limited to individual personnel data, customer references, formulae and company financial audits which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas and the offeror declares them to be proprietary in nature and not available for public disclosure, the offeror shall declare in the Transmittal Letter the inclusion of proprietary information and shall noticeably label as confidential or proprietary each sheet containing such information. Proposals containing information declared by the offeror to be proprietary or confidential, either wholly or in part, outside the areas listed above may be deemed non-responsive and may be rejected.

The University's General Counsel shall review each offeror's information claimed to be confidential and, in consultation with the offeror (if needed), make a final determination as to whether or not the confidential or proprietary nature of the information or data complies with the Kentucky Open Records Act.

6.24 **Conflict of Interest**

This Request for Proposal and resulting Contract are subject to provisions of the Kentucky Revised Statutes regarding conflict of interest and the University of Kentucky’s Ethical Principles and Code of Conduct (www.uky.edu/Legal/ethicscode.htm). When submitting and signing a proposal, an offeror is certifying that no actual, apparent or potential conflict of interest exists between the interests of the University and the interests of the offeror. A conflict of interest (whether contractual, financial, organizational or otherwise) exists when any individual, contractor or subcontractor has a direct or indirect interest because of a financial or pecuniary interest, gift or other activities or relationships with other persons (including business, familial or household relationships) and is thus unable to render or is impeded from rendering impartial assistance or advice, has impaired objectivity in performing the proposed work or has an unfair competitive advantage.

Questions concerning this section or interpretation of this section should be directed to the University purchasing officer identified in this RFP.

6.25 **Extending Contract**

Not Applicable

6.26 **Personal Service Contract Policies**

Not Applicable
6.27 Copyright Ownership and Title to Designs and Copy

The contractor and University intend this RFP to result in a contract for services, and both consider the products and results of the services to be rendered by the contractor hereunder to be a work made for hire. The contractor acknowledges and agrees that the work and all rights therein, including (without limitation) copyright, belongs to and shall be the sole and exclusive property of the University. For any work that is not considered a work made for hire under applicable law, title and copyright ownership shall be assigned to the University.

6.28 University Brand Standards

The contractor must adhere to all University of Kentucky Brand Standards. University Brand Standards are maintained by the University Public Relations Office (UKPR) and can be viewed at http://www.uky.edu/pmarketing/brand-standards. Non-adherence to the standards can have a penalty up to and including contract cancellation. Only the UKPR Director or designee can approve exceptions to the University standards.

6.29 Printing Statutes

Not applicable to this project.
7.0 SCOPE OF SERVICES

7.1 Detailed Services Defined

University of Kentucky is currently constructing the new College of Law in Lexington, Kentucky. The building will contain technology enabled spaces supporting both professional and instructional tele production, including television studios, editing and post-production facilities, radio production, video conferencing, and distance learning. The building will also include classroom spaces, group study rooms, conference rooms as well as a large events space, all supporting multimedia enhanced presentation and instruction. University of Kentucky is seeking a turn-key job to be provided by one vendor to supply equipment, labor, installation materials, programming, testing, training, and follow-up support for the audiovisual systems.

In addition, the following Attachments, Drawings (including Reference Drawings are included as part of this Request for Proposal (RFP)

**Attachments**

Attachment A  General Conditions  
Attachment B  Special Conditions  
Attachment C  Congleton-Hacker Subcontract Agreement 
Attachment D  Workers Compensation Affidavit and Bonding Forms 
Attachment E  Audiovisual Systems – Bidding Equipment Lists  
Attachment F  Audiovisual Systems Specifications 
Attachment G  Requirements Common to all Work Categories 
Attachment H  Project Schedule 
Attachment I  Diversity Participation Goals/ EEO Reporting

The Scope of Services is further defined in Attachment F, Audiovisual Systems, Drawings and Reference Drawings included with this RFP.

Section 1 – Bidding Requirements and Overview Specifications  
Section 2 – Overview of Specifications 
Section 3 – Design and Performance Requirements  
Section 4 – APPENDIX A  List of Drawings and Reference Drawings  
APPENDIX B  Summary of Audiovisual Systems Submittals  
APPENDIX C  BID FORMS
8.0 FINANCIAL OFFER

Offerors are to provide a fixed price for the services offered.

8.1 Base Bid

Please complete the following:

The Offeror agrees to furnish all labor, materials, supplies and services required to complete the Work, for the above referenced Project, for the Capital Construction Procurement Section, University of Kentucky, as described in the RFP including Attachments and as modified by Addenda.

FOR THE LUMP SUM OF ________________________________

_________________________ DOLLARS AND ___________________________ CENTS.

_________________________ DOLLARS AND ___________________________ CENTS.

($____________________)

(USE FIGURES)

8.2 Bid Breakout Form

In addition to the above, please provide the Bid Response Form included in Attachment F, Appendix C, and Section 3.8