

OFFICE OF STRATEGIC PROCUREMENT
UNIVERSITY OF MAINE SYSTEM
16 CENTRAL STREET
BANGOR, MAINE 04401

**REQUEST FOR PROPOSALS
PUBLIC ADDRESS / AUDIO / VIDEO SYSTEM FOR THE UNIVERSITY OF MAINE**

1.0 GENERAL INFORMATION

1.1 Purpose: The University of Maine System, acting through The University of Maine (UM), is seeking proposals for the purchase and installation of a public address/audio/video system for the new Student Recreation and Fitness Center (SR&FC) as described below. The University's objectives are:

- Provide a public address / audio / video system that enhances the communication abilities of the SR&FC staff.
- Provide the necessary capability within a reasonable budget.
- Provide state of the art technology that ensures longevity of the systems.
- Provide a system that is easy to maintain, operate and expand.

1.2 Definition of Parties: The University of Maine will hereinafter be referred to as the "University." Respondents to the Request for Proposals (RFP) shall be referred to as "Bidders." The Bidder to whom the contract is awarded shall be referred to as the "Contractor."

1.3 Scope: The Student Recreation and Fitness Center is scheduled to open in the fall of 2007. This 87,000 square foot facility will offer multiple activities, including basketball / volleyball courts, a pool, and a 14,000 square foot fitness center. Proposals shall be for the design, furnishing, delivery and installation of the public address/audio/video system. Delivery and installation shall be included in the pricing and are the sole responsibility of the Contractor. The proposal requirements include:

- Provide design, product, labor, materials, and delivery to fully complete public address/audio/video equipment setup and acceptance testing;
- Provide verification of delivery logistics upon award of contract;
- Provide freight and delivery of materials to site in good condition;
- Provide unpacking;
- Remove all rubbish and dispose of properly in non-university containers;
- Provide final site clean-up.

1.4 Evaluation Criteria: Proposals will be evaluated on many criteria deemed to be in the University's best interests, including, but not limited to:

- Cost
- Ability to meet basic design goals of ease of operation & maintenance and expandability
- Delivery
- Ability to meet specifications

- References
- Warranty terms
- Responsiveness to terms and conditions
- Viability of Bidder

- 1.5 Communication with the University: It is the responsibility of the Bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Please direct all inquiries to: Kevin Carr
Office of Strategic Procurement
University of Maine
16 Central Street
Bangor, Maine 04401
207-973-3307

The deadline for written inquiries is May 23, 2007.
If it is required, the final addendum will be submitted to bidders on May 25, 2007.

Post-award contact person will be: Richard Guthrie
Purchasing Agent
University of Maine
5765 Service Building
Orono, ME 04469-5765
207-581-3734

- 1.6 Award of Proposal: Presentations may be requested of two or more Bidders deemed by the University to be the best suited among those submitting proposals on the basis of the selection criteria. After presentations have been conducted, the University may select the Bidder which, in its opinion, has made the proposal that is the most responsive and most responsible and may award the contract to that Bidder. The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University will not be considered in the evaluation of proposals. The University reserves the right to reject any or all proposals in whole or in part, and is not necessarily bound to accept the lowest cost proposal if that proposal is contrary to the best interests of the University. Should the University determine in its sole discretion that only one Bidder is fully qualified, or that one Bidder is clearly more qualified than any other under consideration is, a contract may be awarded to that Bidder without further action.
- 1.7 Award Protest: Bidders may appeal the award decision by submitting a written protest to the Director of Strategic Procurement, University of Maine System, 16 Central Street, Bangor, Maine 04401, within five (5) business days of the date of the award notice, with a copy of the protest to the successful Bidder. The protest must contain a statement of the basis for the challenge.
- 1.8 Confidentiality: The information contained in proposals submitted for the University's consideration will be held in confidence until all evaluations are concluded and an award has been made. At that time, the winning proposal will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Bidders should clearly mark any information considered confidential and/or proprietary.

- 1.9 Costs of Preparation: Bidders assume all costs of preparation of the proposal and any presentations necessary to the proposal process.
- 1.10 Debarment: Submission of a signed proposal in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the University will be notified of any change in this status.
- 1.11 Proposal Understanding: By submitting a proposal, the Bidder agrees and assures that the specifications are adequate, and the Bidder accepts the terms and conditions contained herein are acceptable. Any exceptions should be noted in the proposal.
- 1.12 Proposal Validity: Unless specified otherwise, all proposals shall be valid for 90 days from the due date of the proposal.
- 1.13 Proposal Submission: A **SIGNED** original and three (3) copies of the proposal must be submitted to the Office of Strategic Procurement, University of Maine System, 16 Central Street, Bangor Maine 04401 in a sealed envelope by close of business on **Thursday, May 31, 2007**, to be date stamped in order to be considered. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). Bidders are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Bidders assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of proposal. In the event of suspended University operations on the day that a proposal is due, proposals will be accepted on the next day that the University is open. Bidders may wish to call 207-973-3298 to learn if University operations are suspended. Additional time will not be granted to any single Bidder, however additional time may be granted to all Bidders when the University determines that circumstances require it. **FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED.** Proposals must be submitted in a sealed envelope clearly marked with the proposal number and due date on the outside, as follows:

Name of Bidder
 Address of Bidder
 Due Date
 RFP #26-07

- 1.14 **Pre-Proposal Conference:** A **MANDATORY** pre-proposal conference and site walk-through is scheduled for **1:00 p.m., Thursday, May 17, 2007, in the Student Recreation and Fitness Center at the University of Maine, Orono, Maine.** The purpose of this conference is to answer questions and provide further clarification as may be required. Please hold all questions until this meeting. **Attendance by all prospective bidders is MANDATORY.** Firms planning to attend this conference should **contact Erin Tapley 207-973-3313, no later than 5:00 p.m. local time Tuesday, May 15, 2007,** with the names and titles of the individuals who will attend and to obtain directions.
- 1.15 Product Specifications: It is the bidder's responsibility to clearly and specifically indicate the products being offered and to provide sufficient descriptive literature, catalog cuts, and technical details to enable the University to determine if the product offered meets the requirements of the solicitation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal non-responsive.

2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Documents:** If a separate contract is not written, the contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Contract Documents.
- 2.2 **Contract Modification and Amendment:** The parties may adjust the specific terms of this contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be submitted in writing to the Office of Strategic Procurement. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.3 **Contract Management:** The University of Maine Assistant Director of Recreation, David Mahan at 207-581-1051 or a designee shall be responsible for administering and managing the day-to-day operations and specifications of the Contract.
- 2.4 **Contract Validity:** In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.
- 2.5 **Clarification of Responsibilities:** If the Contractor needs clarification of or deviation from the terms of the contract, it is the Contractor's responsibility to obtain written clarification or approval from the University's purchasing administrator, Richard Guthrie, 207-581-3734.
- 2.6 **Litigation:** This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court in the State of Maine.
- 2.7 **Assignment:** Neither party of the contract shall assign the contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the University.
- 2.8 **Transportation:** Shipments shall be F.O.B. Destination to the Student Recreation and Fitness Center, Orono, Maine 04469-5788. Bid prices must include all charges for transportation including but not limited to, packaging, crates, containers, insurance, and duty and brokerage charges necessary to complete delivery.
- 2.9 **Delivery Notification:** The University shall be notified forty-eight (48) hours prior to delivery and installation. Delivery notification shall be made to David Mahan at 207-581-1051. Receiving hours are Monday – Friday, 8:00 AM – 3:30 PM, holidays excluded.
- 2.10 **Packaging:** All shipping containers shall be properly and legibly marked or labeled on the outside with the description of the items and purchase order number. Packing or delivery slips must be provided.
- 2.11 **Tax Exemption:** Items furnished to the University are exempt from Maine Sales and Use Tax. Exemption certificates will be provided upon request.
- 2.12 **Equal Opportunity:** In the execution of the contract, the Contractor and all subcontractors agree, consistent with University of Maine System policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender

expression, national origin or citizenship status, age, disability or veterans status and to provide reasonable accommodations to qualified individuals with disabilities upon request.

- 2.13 Independent Contractor: Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the System.
- 2.14 Sexual Harassment: The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees. Failure to comply with this policy could result in termination of this contract without advance notice. Further information regarding this policy is available from the Director of Equal Opportunity and Diversity, North Stevens Hall, 207-581-1226.
- 2.15 Indemnification: The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the University or for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.
- 2.16 Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. Commercial General Liability (Written on an Occurrence-based form)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
2. Automobile Liability (Including Hired & Non-Owned)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
3. Workers Compensation	Required for all personnel (In Compliance with Applicable State Law)

The University of Maine System shall be named as Additional Insured on the Commercial General Liability insurance. Certificates of Insurance for all of the above insurance shall be filed with:

University of Maine Purchasing Department
5765 Service Building
Orono, Maine 04469

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard Acord statement

pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

As additional insured and certificate holder, the University should be included as follows:

The University of Maine System
16 Central Street
Bangor, ME 04401

- 2.17 Smoking Policy: The University must comply with the "Work place Smoking Act of 1985" and MRSA title 22, §1541 et seq "Smoking Prohibited in Public Places." In compliance with this law, the University has prohibited smoking in all University buildings except in designated smoking areas. This rule must also apply to all contractors and workers in existing University buildings. The Contractor shall be responsible for the implementation and enforcement of this requirement within existing buildings.
- 2.18 Cancellation/Termination: If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, places University students or employees at significant risk of harm, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within 10 days the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the contract during the notification period.
- 2.19 Default Contingency: In the case of default by the contractor, The University may procure the items from other sources and hold the Contractor responsible for any excess cost occurring as a result of the default.

3.0 PERFORMANCE TERMS AND CONDITIONS:

- 3.1 Employees: The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Contract Administrator or designee, notifies the Contractor in writing that any person employed on this contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this contract without the written consent of the University Contract Administrator.
- 3.2 Payments: Payment will be upon submittal of an invoice to the Purchasing Department, 5765 Service Building, Orono, ME 04469 by the Contractor on a net 30 basis unless discount terms are offered. Invoices **must** include a purchase order number.
- 3.3 Furnish and Install: The items on this bid will be provided on a Contractor furnish and install basis. The Contractor will install the equipment based on a facility layout provided by the University at the Mandatory Pre-Proposal Conference. The delivery date must be coordinated with the General Contractor and the University. The Contractor will have the complete responsibility for the items or system until it is in place and working. Any special installation requirements will be submitted with the proposal to the University. All transportation and installation arrangements will be the responsibility of the Contractor. Equipment will be delivered directly to the installation site. Delivery notification must be made to David Mahan at least two (2) work days prior to delivery. All crating and other debris must be removed from the premises. The Contractor will be solely responsible for correcting damage to premises resulting from the installation process. Precautions will be expected to protect all flooring on the delivery and installation path.

- 3.4 **Installation Deadline: Substantial completion by July 31, 2007.**
- 3.5 Acceptance Tests: After installation and set-up, the Contractor is required to demonstrate that the equipment provided functions properly. Failure to satisfy this acceptance test may result in rejection of the equipment with no financial obligation incurred by the University.
- 3.6 Accessories and Manuals: The Contractor shall provide, with each piece of equipment, all spare parts, video tapes, CDs, DVDs, owner's manuals, and repair manuals.
- 3.7 As-Built Drawings: The Contractor will provide as-built drawings for the project within 10 calendar days after substantial completion of the project.
- 3.8 Material Safety Data Sheets (MSDS): The Contractor shall provide MSDS sheets for all equipment as applicable.
- 3.9 Training: Pricing must include complete training for University personnel. Training will include daily maintenance procedures, long-term maintenance practices, and available diagnostic evaluations.
- 3.10 Group Pricing: The University of Maine System belongs to or participates in several procurement consortia such as the Educational and Institutional Cooperative Service, Inc. (E&I), the Massachusetts Higher Education Consortium (MHEC) and U.S. Communities. In addition the System may use State contracts. Bidders are advised to take into consideration these associations when pricing responses to Requests for Proposals.

4.0 SPECIFICATIONS

4.1 General system capabilities:

Swimming Pool:

- The user will go into the pool office to turn the system on, and to initiate music and manage the controls.
- 6 pull or junction boxes with blank coverplates and pull strings are mounted 14' AFF along the East wall of the pool deck.
- There will be speakers at each of these locations that are manufactured for at least as hostile an environment as this pool and have no expected needs for regular or future servicing.
- A wireless mike is not needed in this space.
- A ladder/lift would be needed for installation (and will be available on site).
- Speakers should match the color of the wall.

Gymnasium:

- The user will go to the front desk to a secure, enclosed rack to turn the system on, and to initiate music and manage the controls.
- 2 runs of 4 (therefore 8 total) pull or junction boxes with blank coverplates and pull strings are mounted in the ceiling trusses.
- A wireless mike is not needed in this space.
- It is not desired to zone speakers separately by court.
- The speakers are only needed to fill the space with sound (non-directional).
- Scaffolding/lift would be needed for this installation (and will be available on site).
- The steel and speakers should be of the same color.

Weight & Fitness Room:

- The user will go to the front desk to a secure, enclosed rack to turn the system on, and to initiate music and manage the controls.
- Pull or junction boxes with blank coverplates and pull strings are mounted in the ceiling:
 - 6 in the first floor area
 - 16 in the main second floor area
 - 5 in the other second floor area
 - All location would be the same feed and design
- A wireless mike is not needed in this space.
- It is not necessary to zone the speakers for the three spaces separately.
- A ladder would be needed for installation.
- The speakers should be black.
- It is not desired to coordinate the speakers with any televisions.

Multipurpose Room:

- The user will go to the storage room(s) to a movable rack to turn the system on, and to initiate music and manage the controls.
- Two carts (one in each storage room) are to allow for the room to be divided.
- 2 runs of 4 (therefore 8 total) pull or junction boxes with blank coverplates and pull strings are mounted in the ceiling
- A wireless mike (headset) is needed for each cart.
- It is desired to zone speakers for each side of the partition and the whole room.
- A ladder is needed for this installation.
- The speakers should match the ceiling color.

General:

- If they are being painted, the speakers and any mounting steel should be painted prior to being brought to the site.
- A Public Address cut-in needs to be able to override all audio systems within the facility for announcements.
- Need to install security cameras at locations to be outlined at the MANDATORY Pre-proposal Conference. Cameras will not be monitored in real-time, but rather will record activity for archive and later review.
- Aside from the ability to play CDs, the system should be able to play satellite radio, and have "line in" for MP3/iPod.

Provide all necessary signal, control and low voltage power cabling for a complete operational system.

4.2 Technical Services to be provided by the Contractor:

Application Engineering

Preparation of system functional interconnection diagrams
Preparation of circuit details, equipment rack elevations
Preparation of functional system description
Design of performance and installation standards

Project Management

Project schedule development and management
Stage equipment and materials
Creation of "as-built" drawings
Submittal of owner's manual binder of all equipment documentation
End-user training on system operation

Installation Field Labor

Pulling and labeling of all contractor installed cable within the room
Termination of all cables
Mounting and terminating all wall plates, terminating wiring
System testing and adjusting
Site clean up, disposal, etc.

Remote Control Programming - including software programmed to specific approved design for human interface control of the audiovisual system as follows:

Base program from function list
Base touch panel layout
Loading program and test functions
Modifying program to reflect field conditions

Training

Operational training on all system features
Daily maintenance procedures
Long-term maintenance practices
Available diagnostic evaluations

5.0 PROPOSAL CONTENT:

Bidders shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Bidders are encouraged to provide any additional information describing operational abilities. Responses to each requirement below should be in order and clearly marked with the section number to which they respond. Please provide one (1) **SIGNED** original and three (3) copies of your proposal.

5.1 Business Profile:

5.1.1 **No financial statements are required to be submitted with your bids/proposals**, however, prior to an award the University may request financial statements from your company, credit reports and letters from your bank and suppliers.

5.1.2 **Please submit** a detailed history and description of your company and any published reports about your company with your proposal.

5.2 Detailed Solution Description: Please provide detailed information including pricing for all phases of the project. Include detailed products lists, listing manufacturer's part numbers. Provide detailed product specifications and/or literature per RFP section 1.15.

5.2.1 Prices are expected to include freight, any warehousing, installation, and training.

5.2.2 State the offered payment terms.

5.2.3 Lead-Time: State the number of days to delivery after receipt of the order.

5.3 Recycled Material Content Alternate: The University of Maine wishes to buy as many products as possible with a recycled/recovered material content. Please provide all pertinent and verifiable information with regard to the amount of post-consumer recycled content in the

products (and its packaging) you are bidding, including if they meet or exceed EPA procurement guidelines. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide adequate information to enable the University to determine if the product offered meets the requirements of this solicitation. Bidders are encouraged to submit proposals for both products with recycled content, if available, and for products made from virgin materials.

- 5.4 Training: Provide a complete description of the training that will be provided to University staff. **Cost of the training shall be included in the equipment pricing.**
- 5.5 Warranty: Bidders are to provide warranty information on all equipment offered.
- 5.6 Service Contracts: Describe and provide costs for any service contracts that you offer that are available after warranties expire.
- 5.7 Delivery Coordination Plan: Please submit a delivery schedule and describe the timing and method of delivery and installation of the full order within the stated delivery specifications.
- 5.8 References: A list of three references shall be submitted with your proposal. These references should be agencies your firm has done business with in the past two years on projects with a similar scope to this. Include the following information; company name, contact person, phone number, fax number, and address.

It is the responsibility of the bidding contractor to ensure the audio / video system will work as designed and specified.

6.0 SIGNATURE:

COMPANY NAME _____

By: _____
(Signature)

(Print Name)

(Title)

(Date)

(Email Address)