

**FLORIDA A&M UNIVERSITY  
BRAGG STADIUM  
SOUND SYSTEM**

**RFP INSTRUCTIONS AND GENERAL CONDITIONS**

**DATE OF ISSUE: Feb 15, 2023**

**RFP # FAM22-1847**

**TITLE: Florida A&M University, Bragg Stadium, Sound System**  
**ISSUED BY: Anthony James Partners**

**Proposals Will Be Received Until: 4pm Eastern Time, for Furnishing the Products and Services Described Herein.**

All inquiries for information should be directed to: Kendall Bowman, Anthony James Partners, LLC., acting representative for Florida A&M University. Phone 801.836.9881 or Email [kendallb@anthonyjamespartners.com](mailto:kendallb@anthonyjamespartners.com)

The undersigned offers and agrees to furnish the goods/services in accordance with the attached proposal and as mutually agreed upon by subsequent negotiation.

Proposer: \_\_\_\_\_

Title: \_\_\_\_\_

Fed ID No: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Signature: \_\_\_\_\_

Representative Name: \_\_\_\_\_

Date: \_\_\_\_\_

## **1. SECTION 00 1000 – RFP INSTRUCTIONS AND GENERAL CONDITIONS**

### **1.1 INTRODUCTION**

The Request for Proposal represents the minimum requirements to furnish complete turnkey system(s) as described in this RFP.

The Contractor will provide the Work described in the RFP Documents on a 'turnkey basis'. Work covered by this Agreement includes, unless otherwise indicated, the manufacture, installation, supply, delivery, labor, testing and documentation of all structure, equipment, and materials necessary to operate the system(s) as described in the Contract Documents and the specifications to the Agreement.

Proposers responding to this RFP must provide pricing for a complete turnkey installation, including pricing for the provision and installation of all items necessary to provide finished and fully operational system(s). Materials or equipment required for the provision and installation of such a system(s), not expressly addressed in this RFP, are understood to be the responsibility of the Proposer.

### **1.2 GENERAL DESCRIPTION**

The Contractor shall provide a complete, workable, and operational system(s) including all labor, equipment, tools, material, engineering, supervision, licenses, insurance, permits, and bonds to engineer, manufacture, and install a fully integrated and operational system(s), including all noted peripheral elements highlighted by the following system(s) categories:

- A. FAMU Bragg Stadium Sound System

### **1.3 DEFINITIONS**

- A. "Proposer" shall mean each vendor that has received the RFP and will be providing a proposal for the project.
- B. "Contractor" shall mean the vendor that has been selected to provide products or services or both to Owner.
- C. "Owner" and "Purchaser" shall mean "Florida A&M University."
- D. "Contract" shall mean any written contract entered into between Florida A&M University and Contractor following the award of proposal with respect to this project as set forth in Section 1.11.
- E. "Code Authority having Jurisdiction" shall mean the office or Agency responsible for assuring the work's compliance with the State Building Code.
- F. "Substantial Completion" – shall be defined as all work under the Contract has been completed and the provided system(s) are fully operational, meet all required performance specifications outlined in the technical specifications and are ready for the intended use. The project is ready for final punch list by the Owner and/or Owner's designated representative.
- G. "Guaranteed Completion" – shall be defined as all Substantial Completion punch list items have been completed and all work under the Contract all system(s) are ready for acceptance events.
- H. "Final Acceptance" – shall be defined as all requirements for Guaranteed Completion have been completed and three (3) consecutive problem free events have been completed as defined by Section 3.6.E of the Technical Specifications.

### **1.4 SITE VISITS**

- A. The Proposer shall, upon request and scheduling, have access to the site to examine the site and take note of all conditions affecting the conduct and completion of the work.
- B. Submission of a Proposal will be deemed confirmation that the Proposer has complied with these requirements.
- C. Proposers are clearly advised that any drawings, plans and work-product describing aspects of the site provided as part of this document are not to be considered as definitive or as a substitute for any information which would otherwise be obtained by the Proposer during a formal Site inspection.

## 1.5 PROPOSALS SHALL BE SENT TO:

Electronic copy to:  
Bodie M. Young, B.S.  
[bodie.young@famu.edu](mailto:bodie.young@famu.edu)

Electronic copy to:  
Kendall Bowman, CTS  
[kendallb@anthonyjamespartners.com](mailto:kendallb@anthonyjamespartners.com)

## 1.6 GENERAL

- A. Proposals must be received at the above address by 2pm Eastern Time on March 13, 2023.
- B. Proposal Validity - Proposals must be valid through September 01, 2023.
- C. Proprietary Information - All material submitted becomes the property of the Purchaser and Owner and will be returned only at their option. Proposals submitted become the property of the Purchaser and Owner and may be reviewed and evaluated by any person at the discretion of the Purchaser and Owner. The Purchaser and Owner have the right to use any or all concepts presented in any response to the RFP. Selection or rejection of the proposal does not affect this right. Information provided by the Purchaser and Owner to the requesting vendor for the purpose of providing a response to the RFP is the property of the Purchaser and Owner.
- D. Vendor's response to this RFP and this RFP shall become part of the final Contract with the Owner.
- E. Vendors must provide a proposal on the complete package including all required structure, equipment, installation, and functional connection of all equipment as described in this document. A proposal submitted in response to this RFP signifies the Proposer agrees to sell to the Purchaser the indicated products, in whole or in part, at the sole discretion of Purchaser.
- F. It shall be the Vendor's responsibility to research the facility's event schedule to ensure there are no scheduling conflicts regarding installation of the system(s). Vendors are required to provide a proposed project schedule to determine if work will be required on weekends or if extended shifts will be required. The vendor will not be allowed to increase their costs because of the vendor's failure to research this aspect of their proposal.
- G. Change orders will not be accepted for errors in estimating the cost of the project. It is the responsibility of the Proposer to confirm the existing and new structural, electrical and data conditions. Vendors are required to view on-site conditions, where applicable, prior to submitting a proposal.
- H. The RFP shall act as a description of the minimum system(s) desired by the Purchaser and Owner and Proposers are required to provide a solution for the base proposal. Proposers are encouraged to offer viable alternatives.

## 1.7 PROPOSAL SUBMISSIONS

- A. The following items must be submitted in the proposal
  - 1. Introductory letter with contact information clearly labeled.
  - 2. Completed Excel Bid Form submitted as an Excel file. Base Excel document provided. Price and associated data must be provided on the Bid Form supplied with this RFP.
  - 3. Fully executed copy of the first page of this RFP.
  - 4. Proposer's Qualifications.
  - 5. A complete list of references for similar installations performed in the past 3 years with name of facility, photo of installation, scope of work provided, contact name, title, address, and direct phone number.
  - 6. Project team and resumes of key personnel including project manager.
  - 7. Proposed Equipment/Technical Drawings, Renderings and Cut Sheets.

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8. Product cut sheets and technical data for each item proposed.
9. Warranty information for each application.
10. Services provided as part of the required two (2) year parts and labor warranty.
11. Spare Parts Lists: List to include spare parts provided.
12. Letter of Surety from their bonding agent, stating their ability to provide a 100% payment and performance bond if they are the successful Proposer.
13. Proposed timeline for completing the work (Gantt chart format).

**1.8 PROJECT SCHEDULE SUMMARY:**

A.

1	Issue RFP	Thursday, February 16, 2023	
2	Mandatory Pre-Proposal Meeting: Virtual	Tuesday, February 21, 2023	1 PM EST
3	Inquiry Deadline - RFIs	Tuesday, February 28, 2023	2 PM EST
4	Issue Responses to RFIs	Monday, March 6, 2023	
5	RFP Response Due	Friday, March 10, 2023	4 PM EST
6	Bidder Interviews	Thursday, March 16, 2023	
7	Best and Final Solicitation	Tuesday, March 21, 2023	
8	Anticipated Award	Friday, March 24, 2023	
9	Integration Commence	Monday, April 24, 2023	
10	Substantial Completion	Monday, July 17, 2023	
11	Guaranteed Completion	Monday, July 31, 2023	

- B. Should Contractor fail to achieve Substantial Completion by August 18, 2023, as that Contract Substantial Completion Date may be revised by Change Order pursuant to the terms of the Contract, the Contractor shall pay to Owner, as liquidated damages, Five Thousand Dollars (\$5,000) per day for each calendar day between the Contract Substantial Completion Date and the date Contractor achieves Substantial Completion as defined herein or until the Contract Guaranteed Completion Date, whichever is earlier. In addition, should Contractor fail to achieve Contract Guaranteed Completion by August 31, 2023, the Contract Guaranteed Completion Date as that date may be revised by Change Order pursuant to the terms of the Contract, the Contractor shall pay the Owner, as liquidated delay damages, Ten Thousand Dollars (\$10,000) per day for each calendar day between the Contract Guaranteed Completion Date and the date Contractor achieves Guaranteed Completion as defined herein.

**1.9 PROPOSAL EVALUATION**

- A. The proposal proposals will be evaluated using the following criteria in no specific order:
1. Ability of contractor to supply all equipment and or structure as described in RFP.
  2. Quality of the individual products.
  3. Contractor capacity, capability, and overall competency to perform the specified work.
  4. Contractors' Sub-Contractor(s) capacity, capability, and overall competency to perform the specified work.
  5. Work history and references.
  6. Level of integration between all system(s) components.
  7. Ability to meet specified timelines.

8. Pricing and terms.
9. Non-Compliance document on Proposers' letterhead per Section 1.13.B
10. Warranty and service provisions.

#### **1.10 PROPOSAL REJECTION**

- A. Purchaser and Owner reserve the right to reject and/or negotiate any or all proposals on a non-exclusive basis.
- B. The lowest proposal price will not necessarily be accepted as the "winning" proposal.
- C. Purchaser and Owner may reject or accept, at its sole option, any incomplete or incorrect proposal.
- D. Due to the unique nature of the equipment and work described herein, objective comparisons may not be possible, and Purchaser and Owner reserves the right, at its sole and absolute discretion to determine the compliance of any Proposal with the requirements set out herein or any accompanying documents or the merits of one Proposal over another.
- E. Purchaser and Owner may, at its option, disclose all or some of the contents of the Proposals or other information provided by any Proposer to some or all of the Proposers as part of Purchaser and Owner's evaluation of the merits of the Proposals submitted and any related negotiations.
- F. Purchaser and Owner reserve the right to:
  1. Cancel this process at any time prior to execution of a definitive contract and such cancellation will be without any Purchaser and Owner liability.
  2. Purchaser and Owner reserves the right to negotiate with companies not solicited in the RFP process.
  3. Make all decisions regarding this proposal, including, without limitation, the right to accept, reject, or negotiate changes to any of the products or terms outlined herein.
  4. Award the proposal as a whole or in part based on unit pricing provided on proposal form.
  5. Award sections of the proposal to separate vendors.
  6. To reject any or all proposals received.

#### **1.11 CONTRACT FORM**

- A. The Proposer is advised that this RFP is made up of information that will be incorporated in whole or part, into the Contract, which will be executed between Purchaser and the selected Proposer.
- B. This RFP document, in its entirety, may be superseded by such Contract.
- C. The terms of any Contract will be subject to the approval of Owner, in its sole discretion.
- D. The Contract, when fully executed, shall comprise a set of General Conditions with Supplementary Conditions, General Terms and Conditions, Functional Specifications and a complete Scope of Work, a Maintenance Agreement and any other Schedules as may be required to fully describe the work under the Contract.

#### **1.12 PROPOSAL OF ALTERNATE SOLUTIONS**

- A. In addition to proposing specifically what is specified in this RFP, the Proposer is encouraged to furnish alternate solutions that shall satisfy, complement and/or reduce the overall cost without hindering the performance of the system(s) or deviating from its intended use.

#### **1.13 COMPLIANCE**

- A. The Proposer is required to carefully review all of the components of this RFP in its entirety.
- B. Unless the Proposer specifically cites, in writing, where they are "Not Compliant" it shall be deemed that the Proposer understands, agrees to, and accepts all matters. All "Non-Compliant" or exclusions shall be clearly identified in a separate Non-Compliance document on Proposers letterhead and submitted with the proposal. Any statements of non-compliance or exclusions listed in the body of the proposal narrative shall be considered un-recognized by the review committee, unless clearly identified in the Non-Compliance document.

- C. In a case of non-compliance, the Proposer indicates all relevant qualifications or alternatives, which Proposer wishes Owner to consider.

#### **1.14 CONSTRUCTION SAFETY**

- A. The Contractor shall comply with applicable laws and the rules and regulations established by the Owner, regarding the conduct of work at the site, including, without limitation the policies regarding workplace safety.
- B. Contractor agrees to defend, indemnify, and hold harmless the Owner and its directors, officers, employees, agents, successors and assigns against any claims, causes of action, costs, expenses (including reasonable attorneys' fees) liabilities, or damages (collectively, "Losses"), arising out of or in connection with any act or omission, or intentional misconduct, on the part of Contractor or any of its employees or agents.
- C. Contractor acknowledges that neither it nor any person under its employ is covered by the Owner's workers' compensation insurance and represents to Owner that it has in effect and will continue to carry its own such insurance.
- D. Contractor agrees to indemnify and hold Owner harmless from all claims, demands, damages, actions, suits, liabilities and losses of any kind or character (including attorney fees) arising out of or connected in any way with its failure to carry such insurance.
- E. Contractor shall be responsible for day-to-day premises and facilities clean-up, including temporary storage, removal and disposal of debris, trash and rubbish caused by its employees, subcontractors, or installation forces. All tools, equipment and materials shall be secured upon completion of the day's work. Surplus materials shall be removed from the work site and stored in their appropriate location.
- F. Contractor shall not drive nor operate a vehicle, equipment, or machinery upon any of Owner's, grounds, pathways or interbuilding walkways without having first obtained concurrence of the activity and approval for operating the vehicle, equipment or machinery from Owner. Requests for approval will be submitted through Owner's assigned Project Coordinator.
- G. Contractor's personnel will follow Owner's standards and personal conduct codes while on Owner's premises. A copy of those standards and codes will be provided to Contractor on request. Personnel found violating these standards or regulations shall be asked to leave the work site and shall not be allowed to return.
- H. OSHA Regulations: It is Contractor's responsibility to guarantee that all items of hardware, services rendered or working environments meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act (OSHA). Questions regarding such requirements as pertaining to Owner may be referred to the Owners' Compliance Office.
- I. Safety: Contractor shall give all required notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property and their protection from damage, injury, or loss.
- J. Emergencies: In any project related emergency affecting the safety of persons or property, Contractor shall act with all due haste to prevent further threatened damage, injury, or loss, and will immediately notify Owners' Safety Office.
- K. Protection of Owner's Facilities: Contractor shall be responsible for replacing, restoring, or bringing to original condition any campus property or facilities damaged by Contractor's personnel or operations. Any damage or disfigurement must be reported promptly to Owner and restored by Contractor at its own expense.

#### **1.15 DELIVERY, STORAGE AND SECURITY**

- A. The Contractor shall deliver all system(s) components and related materials to the Site at their own expense.
- B. The Contractor shall receive, unload, un-crate, assemble, and transport each component to its desired location for installation and install the system(s) on-site in accordance with Site regulations.
- C. The Owner will not accept or receive any Contractor equipment or materials delivered to the Site.

- D. The Contractor will be responsible for the clean-up and disposal of all packaging materials and debris.
- E. The Contractor is responsible for providing any temporary on-site storage for equipment and materials.
- F. Owner is not responsible for security or insurance related to equipment or materials stored at the Site.
- G. Any temporary storage requirements must be coordinated with the Owner.

**1.16 NO PROMOTION OR ADVERTISING BY CONTRACTOR.**

- A. The Contractor shall not display its trademarks or insignia upon any equipment.
- B. The Contractor shall not name the equipment or the fact that the equipment is installed at the Site in any part of its promotion or advertising of the Contractor's business (including, without limitation, any statement that it has supplied the Equipment or maintains same) without the consent of the Owner, which consent may be withheld by the Owner in its sole and absolute discretion.

**1.17 INSURANCE**

- A. The Owner will provide.

**1.18 TAXES**

- A. Payment of applicable sales taxes shall be the responsibility of Contractor and identified on each Proposer's Bid Form.

**1.19 TERMS & CONDITIONS**

- A. At no time, including, without limitation, upon substantial performance and when title to the equipment passes to Owner, will the Owner be liable for the payment of any royalties, license or other fees to the Contractor or third parties as a result of the Owner's ownership, use or enjoyment of the equipment or resulting from the replacement of broken or worn-out parts of the equipment.

**1.20 RELATIONSHIP OF THE PARTIES**

- A. The relationship between Contractor and Owner is strictly that of an independent contractor. The Contractor shall have no authority to enter into any contracts or incur any obligations binding upon Owner.
- B. Contractor shall employ only competent foremen and experienced laborers on the project, and shall discharge or remove immediately, whenever requested to do so by Owner, any employee considered by Owner to be incompetent, disorderly, or in found in violation of the Owners' personal conduct codes.
- C. Contractor shall ensure their sub-contractors, suppliers, manufacturers, sub-consultants, and anyone associated with or related to the Project, is subject to and complies with the provisions of this RFP, the Proposal, and the Contract, as applicable.

**1.21 NO RELIANCE ON INFORMATION**

- A. Unless as otherwise stated, the Owner does not represent or warrant the accuracy or completeness of any information set out in the RFP Documents, their appendices, schedules or of any other background or reference information or documents prepared by the Owner or by third parties and which may be made available to Proposers by or through the Owner. Proposers shall make such independent assessments as they consider necessary to verify and confirm the accuracy and completeness of all such information as any use of or reliance by Proposers on any and all of such information shall be at the Proposer's sole risk and without recourse against the Released Parties. Without limiting the generality of the foregoing, any use of or reliance upon any information by Proposers shall be and is subject to all express disclaimers of liability provided with the information, as well as all disclaimers of liability in the Contract.
- B. By submitting a Proposal, each Proposer acknowledges, represents and warrants that its proposal is based on and relies solely upon the Proposer's own examination, knowledge, information, judgment and investigations and not upon any statement, representation or information made, furnished or given by or on behalf of any of the Owner or its directors, officers, employees, consultants or agent, except where expressly made in the body

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of the RFP (excluding the appendices to the RFP) and warranted in the body of the RFP to be accurate by the Owner for purposes of reliance by the Proposer.

### 1.22 WARRANTIES

- A. Contractor shall warrant and guarantee that title to all work, materials, and equipment covered by a request for payment, whether originally incorporated in the project or not, will pass to Owner, upon the receipt of full payment by Contractor, free and clear of all liens, claims, security interests or encumbrances, and that no work, material, or equipment covered by a request for payment will have been acquired by Contractor, or by any person performing work at the site or furnishing materials and equipment for the project, subject to an agreement under which an interest therein or an encumbrance thereon is retained or otherwise imposed by Contractor or any other third person.
- B. The Contractor shall warrant and guarantee to Owner, without limitations or qualification, that all equipment, components, materials, workmanship and the system(s) as an entity shall conform to and perform in accordance with local building codes.
- C. The Contractor shall be fully responsible for any work knowingly performed contrary to said laws, codes and/or regulations, and shall fully indemnify the Owner against loss and bear all costs and penalties arising therefrom.

### 1.23 THE OWNER RIGHT TO AMEND OR CANCEL RFP

- A. The Owner reserves the right at its sole discretion at any time without reason, and without liability to the Proposers or anyone else, by addenda to modify, amend or otherwise change, to extend any schedule or time periods specified within, and to suspend, postpone or cancel, the RFP. All such addenda shall be issued by the Owner in writing and shall be expressly identified as an addendum to this RFP.
- B. The Owner reserves the right to cancel this RFP and issue a new request for proposals for any or all parts of the provision of the Services at its discretion. In such case, the Owner may proceed in such manner as the Owner, at its sole discretion, considers appropriate to obtain the best overall value for the Owner.

**END – RFP INSTRUCTIONS AND GENERAL CONDITIONS**