



UNIVERSITY OF  
CENTRAL  
ARKANSAS™

**PROCUREMENT OFFICE**

201 Donaghey Ave.  
Wingo Hall Ste. 113  
Conway, AR 72035

**REQUEST FOR PROPOSAL**

**House Rigging & Audio Stage/Lighting Services  
RFP#UCA-23-032**

**PROPOSALS MUST BE RECEIVED BEFORE:  
10:00 A.M. Central Time on Tuesday, March 28, 2023**

Proposal Delivery and Opening Location:  
University of Central Arkansas  
Procurement Department  
201 Donaghey Ave. Wingo Hall 113  
Conway, AR 72035

**PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE.  
THE PROPOSAL ENVELOPE MUST BE SEALED AND SHOULD BE  
PROPERLY MARKED WITH THE PROPOSAL NUMBER, DATE AND HOUR OF  
PROPOSAL OPENING AND COMPANY'S RETURN ADDRESS**

## **1.1 BACKGROUND**

Founded in 1907, University of Central Arkansas is one of the best and most affordable options for higher education in the South. The university strives to provide strong academic programs to meet the diverse needs of those it serves. Located in Conway, Arkansas, “The City of Colleges,” the university's bustling, Georgian-style campus is among the most beautiful in the region.

In fall 2021, more than 10,000 students from seventy-seven (77) different countries, forty-nine (49) states, and every county in Arkansas were part of UCA’s diverse community. The university is large enough to offer academic diversity, yet small enough to show personal interest and support. The student-to- professor ratio at UCA is 15 to 1. Students engage in research and publication opportunities at the undergraduate level that most students don’t have until graduate school.

UCA offers more than eighty (80) undergraduate degree programs, thirty-three (33) master’s degrees, and six (6) doctoral degrees. UCA offers programs of study in five (5) different colleges – the College of Arts, Humanities, and Social Science, the College of Business, the College of Education, the College of Health and Behavioral Sciences, and the College of Natural Sciences and Mathematics. Each college offers different opportunities to learn and grow.

The university’s Honors College is nationally known for its unique, challenging curriculum. The Honors College offers small, discussion-based seminars, close student- faculty relations, funding for travel abroad and internships. UCA Honors College students have a 100 percent acceptance rate to law school.

The mission of the University of Central Arkansas is to maintain the highest academic quality and to ensure that its programs remain current and responsive to the diverse needs of those it serves. A partnership of excellence among students, faculty, and staff is a benefit to the global community. The university is committed to the intellectual, social, and personal development of its students; the advancement of knowledge through excellence in teaching and research; and service to the community. As a leader in 21st-century higher education, the University of Central Arkansas is dedicated to intellectual vitality, diversity, and integrity.

## **1.2 PURPOSE AND INTENT**

The University of Central Arkansas (the “University”) is issuing this Request for Proposal (“RFP”) for the purpose of seeking vendors to provide stage labor and audio/backline/equipment rental services for performance events at the Reynolds

Performance Hall located on the University campus.

The intent of this RFP is to award contracts to responsible bidders, whose bids conform to this RFP and are most advantageous to the University, price and other factors considered. Should additional work be required that falls under the subject of the awarded contract during the contract term the University reserves the right to separately procure the individual requirements and subsequently requesting the contractor to submit a written proposal and upon approval, a purchase order and an approved contract amendment will be issued to authorize the work.

The University considers any information which it may have released either orally or in writing prior to the issuance of this RFP, to be preliminary in nature and the University shall not be bound by such information.

The University's obligation is contingent upon the availability of funds.

### **1.2.1 CONTRACT TERMS**

The University of Central Arkansas intends to award contracts for three (3) years commencing from the date of award, with the option to renew for up to four (4) additional years, but cannot exceed a total of seven years.

Original proposal pricing must remain firm for 60 days after proposal opening. The University reserves the right to negotiate final contract pricing. If, at any time during the term of this award either the University or the contractor considers terminating the agreement, they shall give the other party 60 day written notice that it is considering such action, which notice shall set forth with sufficient specificity such party's reasons for contemplating termination.

### **1.2.2 SUPPLIER DIVERSITY**

University recognizes the importance of supplier diversity in its procurement practices. The University has a diverse student, staff, and faculty population. In conjunction with the University's overall commitment to diversity and inclusion, the University is committed to contracting with qualified suppliers from all parts of the business community in procuring needed goods and services. By encouraging the participation of Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), in the procurement process, the University strengthens contracting opportunities for these enterprises, while at the same time providing a value added strategy that increases competition to ensure that the University's funds are maximized.

### **1.2.3 INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT**

19-11-251. Intergovernmental use of commodities or services. Any public procurement unit may enter into an agreement with any other public procurement unit or external procurement activity for the intergovernmental use of commodities, technical and general services, or professional and consultant services under the terms agreed upon between the parties and in accordance with the rules promulgated under this subchapter, independent of the requirements of: (1) Sections 19-11-204, 19-11-228 — 19-11-240, and 19-11-263 that refer to source selection and contract formation; and (2) Sections 19-11-205, 19-11-242, and 19-11-243 that refer to commodity management. History. Acts 1979, No. 482, § 67; A.S.A. 1947, § 14-284; Acts 2001, No. 1237, § 38; 2005, No. 1680, § 12; 2019, No. 315, § 1782.

### **1.3 ANTICIPATED PROCUREMENT TIMETABLE**

RFP Issued: February 21, 2023  
Questions Emailed: March 2, 2023 at 4:00 p.m.  
Answers Emailed: March 7, 2023 at 4:00 p.m.  
Public Opening of Proposals: March 28, 2023 at 10:00 a.m.  
Evaluation Complete: April 4, 2023  
Interviews if necessary: April 11, 2023  
ALC and UCA Board Approval if required: May 2023  
Contract Start Date: July 1, 2023

#### **1.3.1 QUESTION AND ANSWER PERIOD**

Inquiries regarding this RFP must be submitted in writing and can be e-mailed to Jerry Coleman, [jrcoleman@uca.edu](mailto:jrcoleman@uca.edu).

The cut-off date for questions and inquiries relating to this RFP is indicated on the solicitation schedule, section 1.3. Questions and Answers to this RFP, if any, will be posted on the University of Central Arkansas Procurement Department website at [www.uca.edu/purchasing](http://www.uca.edu/purchasing), click on Current Bids, RFPS, and RFQ's.

**Telephone calls will not be permitted.**

#### **1.3.2 SUBMISSION OF BID PROPOSAL**

In order to be considered for award, the bid proposal must be received by the Procurement Department at the appropriate location by the required time in a sealed envelope. The date and time are indicated on the cover sheet. To respond to this proposal, contractors should:

Submit one (1) hard copy marked original, (1) separately sealed pricing proposal, (1) one redacted copy of the proposal, and three (3) digital copies **without the pricing proposal** on a flash drives in accordance with the bid submission deadline contained herein, which must be received no later than **10:00 AM CST on March 28, 2023** to the following location:

University of Central Arkansas

Procurement Department  
201 Donaghey Ave. Wingo 113  
Conway, AR 72035

Responses received after this time and date will not be considered. E-mailed and/or faxed proposals will not be accepted. The University is not responsible for lost or misdirected documents. Bids must be enclosed in a sealed envelope/package bearing the name of the Bidder and **RFP#UCA-23-032** clearly marked on the outside of the envelope.

The prospective bidder assumes sole responsibility for submitting a complete bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to comply with all requirements of the RFP.

### **1.3.3 ISSUING OFFICER AND CONTRACT ADMINISTRATOR**

The University of Central Arkansas Procurement Department is the sole point of contact for the university for the selection process. Vendor questions regarding proposal related matters should be addressed to the Issuing Officer.

Issuing Officer: Jerry Coleman, Buyer  
Phone: (501) 450-5029  
Email: [jrcoleman@uca.edu](mailto:jrcoleman@uca.edu)

**Contract Administrator:** Amanda Horton, Director of Public Appearances  
Phone: 501-450-3682  
Email: [ahorton@uca.edu](mailto:ahorton@uca.edu)

### **1.3.3 BIDDER RESPONSIBILITY**

The University does not assume responsibility for the completeness or the accuracy of any information presented in this RFP, or otherwise distributed or made available during this procurement process, except as expressly stated to the contrary.

Without limiting the generality of the foregoing, the University will not be bound by or be responsible for any explanation or interpretation of the proposed documents other than those prepared in writing. In no event may a Proposer to this RFP rely on any oral statement made by the University or any of the University's agents, employees, advisors or consultants.

Should a Proposer find discrepancies in or omissions from, this RFP and related documents, the Proposer shall immediately notify the University, in writing, and a written addendum of instructions, if necessary, will be posted to the University of Central Arkansas Procurement Department's website. Every Proposer requesting an interpretation of this RFP will be responsible for delivering such requests to the University in writing and within the time limit set forth in Section 1.3

The University considers any information which it may have released either orally or in writing prior to the issuance of this RFP to be preliminary in nature and the University shall not be bound by such information.

Proposers should satisfy themselves, by personal investigation and any other means they deem necessary, as to the conditions affecting the proposed Project and the cost thereof. Proposers are solely responsible for conducting their own independent research and due diligence for their preparation of the Proposals and the subsequent delivery of services under the Project Documents.

#### **1.3.4 COST LIABILITY**

The University does not assume responsibility and does not bear any liability for cost incurred by a bidder in the preparation and submission of a bid proposal in response to this RFP.

#### **1.3.5 CONTENTS OF BID PROPOSAL**

Subsequent to bid opening all information submitted by a bidder in the bid proposal is considered public information.

ANY CONFIDENTIAL, PROPRIETARY, COPYRIGHTED OR FINANCIAL MATERIAL SUBMITTED BY RESPONDENTS MUST BE MARKED AS SUCH AND SUBMITTED UNDER SEPARATE COVER. ALL SUBMITTALS BY PROPOSERS WILL BE AVAILABLE FOR REVIEW TO THE EXTENT PERMISSIBLE, PURSUANT TO THE ARKANSAS FREEDOM OF INFORMATION ACT 25-19-10-ET SEQ.

The University reserves the right to complete its evaluation process prior to making bid tabulations available to the extent permissible, pursuant to the Arkansas Freedom of Information Act.

#### **1.3.6 PRICE ALTERATION**

Bid prices must be typed or written in ink. Any price change (including “white-outs”) must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

#### **1.3.7 BID ERRORS**

A bidder may request that its bid proposal be withdrawn prior to bid opening. Such a request must be made, in writing, to the Director of Procurement. If the request is granted, the bidder may submit a revised bid proposal as long as the revised bid proposal is received prior to the announced date and time for the opening of the bid proposals and at the place specified.

If, after the opening of bid proposals but before contract award, a bidder discovers an

error in its bid proposal, the bidder may make written request to the Director of Procurement for authorization to withdraw its bid proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the bid proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the University will not be significantly prejudiced by granting the withdrawal of the bid proposal.

If, during the evaluation of bid proposals received, an obvious pricing error made by a potential contract awardee is found, the University's Procurement Director shall issue written notice to the bidder. The bidder will have five days after receipt of the notice to confirm its pricing. If the bidder fails to respond, its bid proposal shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the bid proposal, the Contract Administrator may seek clarification from the bidder to ascertain the true intent of the bid proposal.

## **SECTION 2 SCOPE**

### **2.1 Purpose**

This section describes the scope of work to be completed under this proposed contract. Vendor is asked to include a detailed response to each point addressed in this section. Address each point and make any necessary explanation or qualification. Vendor is to respond in order and refer to the section number key point in section.

### **2.2 Functional Specifications**

The University of Central Arkansas is seeking proposals from vendors to provide House Rigging and audio/stage lighting services for Public Appearances. The successful vendor must have the capability and capacity to provide rigging and a variety of Audio/Lighting equipment and the specialized labor to install it for different events.

- Please list your years of experience in the industry and years of ownership of company.
- Vendor must be able to supply Back Line Equipment upon request. All equipment shall be high quality concert/event sound systems.
- When submitting references, use only venues with minimum capacities of 1,000.

- As House Rigger, vendor must employ (or be one themselves,) an Entertainment Industry Certified Theater Rigger. Copy of certification must be submitted with proposal (see section 5.6).

### **SOUND & LIGHTING:**

Requested equipment may include but not limited to brands or equivalent brands of equipment such as Shure Microphone Systems, Electro-Voice, QSC, Stage work Spot Lights; Martin Audio (audio equipment ; ) Leprecon (lighting equipment ; ) ETC (lighting equipment ; ) Whirlwind (cabling equipment ; ) Soundcraft (audio equipment ; ) Yamaha (audio equipment ; ) Crown (audio equipment ; ) Audio Technical (audio equipment ; ) Motion Labs (rigging equipment ; ) Sennheiser (audio equipment ; ) Avolight (lighting equipment ; ) and Tomcat Truss (rigging equipment); JBL (audio equipment).

### **TECHNICAL ASSISTANCE (Experienced Technical Labor)**

UCA books a variety of concerts, musical theater performances and events. Some acts require all equipment and technicians. However, some acts bring their own Audio/Visual/Lighting equipment and only require technical assistance/labor to prepare for concert or event.

- The successful vendor would be asked to supply experienced technical personnel to limited events (personnel only) and to full service events (equipment and personnel.)

The successful vendor will work directly with Reynolds Performance Hall staff to obtain the event date, venue, artists and/or programs, equipment requirements, personnel requirements and a brief description of the related production requirements to ensure a professional event.

Please note that Reynolds Performance Hall does utilize student labor through the University with hired laborers.

**See Attachment #1 BMG Technical Rider (for needs example)**

**See Attachment #2 CC Winans Performance & Technical Rider (Band) (for needs example)**

### **2.3 Project Management**

The proposal should detail how the vendor has made and will make available sufficient personnel resources to work within the specified time constraints and to maintain necessary performance levels. The proposal must detail the number of and qualifications of personnel required to perform the work requested.

- State the name, the title or position, telephone number, and email address of the individual who would have primary responsibility for the project resulting from this RFP.



Disclose who within the firm will have prime responsibility and final authority for the work under the proposed contract. Name other individuals providing services on the project.

### **Section 3 VENDOR**

#### **Vendor Experience and References**

The vendor shall provide a historical and contemporary overview of the company, particularly as it relates to the proposed work to be done.

Vendors shall supply with the proposal at least three (3) reference accounts (including persons to contact address, telephone numbers and date of show) located in the continental United States. The University reserves the right to request or obtain additional information.

### **SECTION 4 REQUIREMENTS**

#### **4.1 EVALUATION CRITERIA**

The following approach will be used in evaluating the proposals:

- I. Review the proposals
- II. Contact selected references
- III. Select finalist(s)
- IV. Schedule interview (s) of finalists if needed
- V. Select the vendor

The proposals will be evaluated and awarded based on a comparative formula of relative weighting as detailed below:

<b><u>Criteria</u></b>	<b><u>Weight</u></b>
Key Personnel/Qualifications (Relevant Staff Experience and Qualifications)	25%
Past Experience/References (Recommendations and/or references from third parties indicating the respondent's past performance)	20%
Understanding of Scope of Work and Work Proposal (Methodology/Approach and adherence to specification as requested in this RFP.	25%
Cost Proposal	30%
<b>Total</b>	<b>100</b>

#### **4.2 Experience**

The proposal must detail the vendor's familiarity and prove experience with this type of contract and demonstrated ability to serve the University's needs for services associated with these activities. The vendor must detail its familiarity and ability to provide quality service meeting industry and government guidelines.

### **4.3 Services to be provided**

All services to be performed and materials to be produced under the contract will be accomplished in consultation with and under the direction of the University. All procedures developed and products provided under the contract will be subject to final approval by the University. All records and data pertaining to the contract will remain the property of the University.

### **4.4 Cost**

All charges associated with the work to be performed shall be included on the Official Bid Price Sheets and shall be valid for 150 days following the bid opening. The University will not be obligated to pay any costs not identified on the Official Bid Price Sheet. Any cost not identified by the vendor on the Official Bid Price Sheet, but subsequently incurred, will be borne by the vendor.

## **SECTION 5 TECHNICAL AND BUSINESS PROPOSAL**

### **5.1 Introduction**

Vendor is asked to include a detailed response to each point addressed in this section. Address each point and make any necessary explanation or qualification. Vendor is to respond in order and refer to the sub-section number key point. Vendors shall submit four (4) copies of their proposal. Failure to comply will result in possible disqualification of the proposal. All proposals shall be presented in accordance with the following outline.

The Technical/Business portion of the proposal must include the following:

- Transmittal letter
- Vendor's Background and Experience
- Vendor's Qualifications
- Project Organization and Staffing

The Price portion of the proposal must include the following:

- Price proposal
- Independent Price Determination Certification Statement
- Bid Price Certifying Statement

**ORIGINAL PROPOSAL AND COPIES MUST BE INDEXED AND TABBED WITH THE ABOVE SECTIONS INDICATED.**

### **5.2 Transmittal Letter**

An individual authorized to legally bind the vendor will sign the Transmittal Letter. It will state that the vendor is a legal entity that will meet the specifications set forth in the request for proposals. It will also identify whom the University is to work with and any conditions regarding the proposal.

### **5.3 Vendor's Background and Experience**

This section will include details of the respondent's background and its size and resources as well as details of experience relevant to the proposed project. Please include how long you have

been in business and include any mergers or acquisitions.

Each vendor must submit the names, addresses, and telephone numbers of three (3) references.

Recommends and references must be parties who can attest to the vendor's qualifications relevant to providing the services outlines in the request for proposal. Organization or professional recommendations and references must be submitted; personal recommendations and references will not be accepted. Recommendations and references may be verified.

For subcontractors(s) and consultant(s), proposers shall include letters of agreement, contracts or other forms of commitment, which demonstrate their willingness to undertake their portion of the proposed project. In addition, all requirements, contractual obligations and a statement of the vendor's involvement in litigation that could affect this work shall be included.

1. Provide a written agreement to accept all contracts provisions, which are mandatory under the laws of the State of Arkansas, its Department, Agencies, and Boards.
2. Provide a written agreement to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.

#### **5.6 Vendor's Qualification and Credentials as Related to the Proposal**

In this section, the Vendor shall provide an organizational chart displaying the proposed project structure. The Vendor shall also state the qualifications and credentials of the company, in terms of proven experience through similar projects, reputation, and other relevant information.

Vendor shall include the number and a description of 3 similar projects successfully completed. A statement shall be included specifying the extent of responsibility on each described project. Proposals shall include proof of the Vendor's license's and certifications and successful completion of other projects have a like size and scope. All evidence under this requirement shall be in sufficient detail to allow an adequate evaluation by the University. Vendor shall submit copy of any written warranties.

#### **5.7 Project Organization and Staffing**

This section will describe in detail the vendor's organizational plan for meeting the requirements in this request for proposals. It will include staffing information detailing the structure of your company.

#### **5.8 Price Proposal**

The fees will include the services and requirements described in this request for proposals. PRICE PROPOSAL MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE. ANY REFERENCE TO COST (S) INCLUDED WITH THE TECHNICAL/BUSINESS PROPOSAL WILL RESULT IN OFFEROR'S PROPOSAL BEING REJECTED. THE TECHNICAL/BUSINESS PROPOSAL WILL BE EVALUATED PRIOR TO THE COST PROPOSAL CONTENTS BEING REVIEWED.

#### **5.9 Independent Price Determination Certification Statement**

A bid will not be considered for award if the price in the bid did not arrive independently without

collusion, consultation, communication or agreement as to any matter relating to such prices with any other vendor submitting. In addition, the vendor is prohibited from making multiple bids in a different form; i.e., as a vendor and again as a subcontractor to another vendor.

The Offeror must include a certified statement in the bid certifying that the price was arrived at without any conflict of interest, as described above. Should conflict of interest be detected any time during the contract, the contract shall be deemed null and void and the contractor shall assume all costs of this project until such time that a new contract is selected.

### **5.10 Bid Price Certifying Statements and Bid Price**

The total bid price will include services and requirements as described in this request for proposal, for the term of the contract period. The Vendor must include a statement certifying that all services properly requested shall be performed as required.

## **SECTION 6 GENERAL TERMS AND CONDITIONS**

### **6.1 Legal Considerations**

Any contract resulting from the award of this RFP shall be construed according to the laws of the State of Arkansas. Any legal proceedings against the University regarding this request for proposal or any resultant contract shall be brought in the State of Arkansas administrative or judicial forums. Venue will be Faulkner County, Arkansas.

### **6.2 Public Disclosure**

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

### **6.3 Ethical Standards Law**

As an agency of the State of Arkansas, the University is bound by and will comply and require compliance with the "Ethics in Public Contracting Laws" found in Arkansas Code Annotated (ACA), Section § 19-11-701 et seq. Definitions of terms used in this law can be found in Section §19-11-701 of the ACA. Any violation of these ethic laws can result in the cancellation of any contract with the University.

### **6.4 Term of the Contract**

The contract period begins approximately July 1, 2023 and terminates on June 30, 2026. By mutual agreement, the University and the vendor may elect to extend the contract for a maximum of seven years, in one or two-year increments or any portion thereof, but not less than monthly increments, at the contract compensation rate for those renewal periods. In no case will the contract be extended to a period greater than seven years.

Any services or products on contract accepted by the state must be paid for but does not obligate the university to continue the contract beyond the end of a biennial period.

## **6.5 Termination of Contract**

The contract resulting from this request for proposal shall be subject to the following termination provisions. The University may terminate the contract:

- A. For default
- B. For convenience
- C. For unavailability of funds

### **6.5.1 Termination for Default**

The University may terminate this contract in whole, or in part, when the University determines that the vendor or any subcontractor has failed to satisfactorily perform its contractual duties and responsibilities and is unable to cure such failure within a reasonable period of time specified by the University, taking into consideration the gravity and nature of the default. Such termination shall be referred to herein as “Termination for Default”.

In the event of Termination for Default, in full or in part as provided by this clause, the University may procure, upon such terms and in such manner as the University may deem appropriate, supplies or services similar to those terminated, and the vendor shall be liable to the University for any excess costs for such similar supplies or services. In addition, the vendor shall be liable to the University for Administrative Costs incurred by the University in procuring such similar supplies or services.

In the event of Termination for Default, the Vendor shall be paid for those deliverables, which have been delivered to the University. Payments for completed deliverables delivered to and approved by the University shall be at the contract price. Payment for partially completed deliverables delivered to and not yet approved by the University shall be an amount determined by the University.

The rights and remedies of the University provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

### **6.5.2 Termination for Convenience**

The University may terminate performance of work under the contract in whole or in part whenever the University shall reasonably determine that such termination is in the best interest of the University.

Upon receipt of notice of termination for convenience, the vendor shall be paid the following:

- At the contract price (s) for completed deliverables delivered to and accepted by the University;
- At a price mutually agreed by the vendor and the University for partially completed deliverables.

### **6.5.3 Termination for Unavailability of Funds**

In the event that funds for the contract become unavailable, the University shall have the right to terminate the contract without penalty and upon the same terms and conditions as a Termination for Convenience. Availability of funds will be determined at the sole discretion of the University.

## **6.6 Procedure on Termination**

Upon delivery by certified mail to the vendor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the vendor shall:

- Stop work under the contract on the date and to the extent specified in the Notice of Termination;
- Place no further orders or subcontracts for materials or services;
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
- Assign to the University in the manner and to the extent directed by the Contract Administrator all of the right, title, and interest of the vendor under the orders or subcontracts so terminated, in which case the University shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- With the approval or ratification of the Contract Administrator, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of the contract;
- Transfer title to the University (to the extent that the title has not already been transferred) and deliver in the manner, at the time, and extent directed by the Contract Administrator, all files, processing systems (excluding equipment and operating systems), data manuals, or other documentation, in any form, that relate to the work terminated by the Notice of Termination;
- Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination;
- Take such action as may be necessary, or as the Contract Administrator may direct, for the protection and preservation of the property to the contract which is in the possession of the vendor and in which the University has or may acquire an interest.

The vendor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this clause.

### **6.6.1 Termination Claims**

After receipt of a Notice of Termination, the vendor shall submit to the Contract Administrator any termination claim in the form and with the certification prescribed by the Contract Administrator. Such claims shall be submitted promptly. The vendor and the University may agree upon the amounts to be paid to the vendor by reason of the total or partial termination of work pursuant to this article. The contract shall be amended accordingly.

In the event of the failure of the vendor and the University to agree in whole or in part as to the amounts with respect to costs to be paid to the vendor in connection with the total or partial

termination of work pursuant to this article, the University shall determine on the basis of information available, the amount, if any, due to the vendor by reason of termination and shall pay to the vendor the amount so determined.

The vendor shall have the right of appeal, as stated under Disputes, for any such determination made by the Contract Administrator.

#### **6.7 Vendor as Independent Contractor**

It is expressly agreed that the vendor and any subcontractors and agents, officers, and employees of the vendor or any subcontractors in the performance of this contract shall act in an independent capacity and not as officers or employees of the University. It is further expressly agreed that this contract shall not be construed as a partnership or joint venture between the vendor or any subcontractor and the University.

#### **6.8 Force Majeure**

The vendor will not be liable for any excess cost to the University if the failure to perform the contract arises out of causes beyond the control and without the fault of negligence of the vendor. Such causes may include, but are not restricted to, acts of God, fires, quarantine restriction, strikes, epidemics, and freight embargoes. In all cases, the failure to perform must be beyond the control and without fault or negligence of the vendor.

#### **6.9 Disputes**

Any dispute concerning performance of the contract shall be decided by University of Central Arkansas or the director of the Office of State Procurement who shall reduce his/her decision to writing and serve a copy to the vendor. The Director or University of Central Arkansas' decision will be final subject to the vendor's right to administrative review pursuant to ACA § 19-11-246. Pending final determination of any dispute hereunder, the vendor shall proceed diligently with the performance of the contract and in accordance with the Directors or the University's direction.

#### **6.10 Confidentiality of Information**

The vendor shall treat all information, and in particular, information relating to recipients and providers, which is obtained by it through its performance under the contract as confidential information to the extent that confidential treatment is provided under State and Federal law, and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and securing of its rights hereunder.

#### **6.11 Public Disclosure**

Upon signing of the contract by all parties, terms of the contract shall become available to the public, pursuant to the provisions of ACA § 25-19-101 et seq.

#### **6.12 Inspection of Work Performed**

The State of Arkansas, University of Central Arkansas, or their authorized representatives shall, at all reasonable times, have the right to enter into vendor's premises, or such other places where duties under the contract are being performed, to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work being performed.

The vendor and all subcontractors must provide access to all reasonable facilities and provide assistance, if deemed necessary by the requesting agency/personnel. All inspections and

evaluations shall be performed in such manner as will not unduly delay work.

### **6.13 Subcontracts**

The vendor is fully responsible for all work performed under the contract. The vendor may, with the consent of the University, enter into written subcontract(s) for performance of certain of its functions under the contract. The vendor shall not enter into any written subcontract without the prior written consent of the Contract Administrator.

No subcontract, which the vendor entered into with respect to performance under the contract, shall in any way relieve the vendor of any responsibility for performance of its duties.

The vendor shall give the Contract Administrator immediate notice in writing by certified mail or any action or suit filed and prompt notice of any claim made against the contractor by a subcontractor or vendor which, in the opinion of the vendor, may result in litigation related in any way to the contract or the State.

### **6.14 Indemnification**

The vendor agrees to indemnify, defend, and hold harmless the University, its officers, agents and employees from:

- Any claims, losses or injuries to the person or property, resulting from services rendered by a subcontractor, person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract.
- Any claims, losses or injuries to the person or property to any person or firm injured or damaged by the erroneous or negligent acts, including without limitation disregard of Federal or State regulations or statutes, of the vendor, its officers, employees, or subcontractors in the performance of the contract.
- Any claims, losses or injuries to the person or property resulting to any person or firm injured or damaged by the vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes.
- Any failure of the vendor, its officers, employees, or subcontractors to observe Arkansas and applicable Federal laws, including but not limited to labor laws and minimum wage laws.

### **6.15 Assignment**

The vendor shall not assign the contract in whole or in part or any payment arising therefrom without the prior written consent of the Contract Administrator.

### **6.16 Employment Practices**

The vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliations, or handicap. The vendor must take affirmative actions to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political



affiliation, or handicap.

Such action shall include, but not be limited to, the following:

- Employment
- Promotion
- Demotion or transfer
- Recruitment or recruitment advertising
- Layoff or termination
- Rates of pay or other forms of compensations, and
- Selection of training, including apprenticeship.

The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the clause.

The vendor shall, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or handicap, except where it relates to bona fide occupational qualification.

The vendor shall comply with the nondiscrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor. The vendor and subcontractors shall comply with Arkansas Act 954 of 1977.

The contractor shall comply with regulations issued by the Secretary of Labor of the United States in pursuant to the provisions of Executive Order 11753 and the Federal Rehabilitation Act of 1973. The vendor shall be responsible for insuring that all subcontractors comply with the above-mentioned regulations. The vendor and its subcontractors shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations thereunder, and Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended.

### **6.17 Waiver**

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, any other party shall have the right to invoke any remedy available under the law or equity, notwithstanding any such forbearance or indulgence.

### **6.18 State Property**

The vendor shall be responsible of the proper custody and care of any State owned property furnished for vendor's use in connection with the performance of this contract and the vendor will reimburse the State for its loss or damage, normal wear and tear expected.

### **6.19 Contract Severability**

If any provision of the contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the University and the vendor shall be relieved of all obligations arising under such provision; however, if the remainder of the contract is capable of performance, it shall not be affected by such declarations or finding and shall be fully performed.

### **6.20 Attorney's Fees**

In the event that either deems it necessary to take legal action to enforce any provision of the contract, in the event the State prevails, the vendor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.

### **6.21 Environmental Protection Act Compliance**

The vendor shall be in compliance with all applicable standards, orders, or requirements issued under Section 305 of the Clear Air Act (42 USC 1857 (h)), Section 508 of the Clear Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities. The vendor shall report violations to both the State of Arkansas and to the U.S. EPA Administrator for Enforcement.

### **6.22 Liability**

In the event of non-performance of contractual obligation by the vendor or his agents which result in the determination by Federal authorities on non-compliance with Federal regulations and standards, the vendor will be liable to the University in full for all penalties, sanctions and disallowance assessed against the University.

### **6.23 Records Retention**

In accordance with Federal regulation, the vendor agrees to retain all pertinent records for five (5) years after final payment is made under this contract or any related subcontract. In the event any audit, litigation or other action involving these pertinent records is started before the end of the five (5) year period, the vendor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.

### **6.24 Access to Vendor's Records**

In accordance with Federal regulation governing contracts in excess of \$10,000, the vendor consents to the required access to pertinent records. This access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives. Access will be given to any books, documents, papers or records of the vendor, which are directly pertinent to any services performed under the contract. The vendor additionally consents that all subcontracts will contain adequate language to allow the same guaranteed access to the pertinent records of subcontractors.

**REQUEST FOR PROPOSAL  
SIGNATURE CERTIFICATION PAGE**

Proposal Number: UCA-23-032

Buyer: Jerry Coleman

Description: House Rigging & Audio Stage/Lighting Services

Bid Opening Date: March 28, 2023

Issue Date: February 21, 2023

Bid Opening Time: 10:00 A.M. CST

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL PACKAGE AND ENVELOPE MUST BE SEALED AND PROPERLY MARKED WITH THE PROPOSAL NUMBER, DATE AND HOUR OF BID OPENING AND BIDDER'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE UNIVERSITY OF CENTRAL ARKANSAS PURCHASING OFFICE.

Company Name: \_\_\_\_\_

Name (Type or Print) \_\_\_\_\_

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

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

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**FAILURE TO PROVIDE A TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN BID REJECTION:**

\_\_\_\_\_  
Federal Employer Identification Number or Social Security Number

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Offeror, and that the contents of this bid have not been communicated to any other Offeror or any employee of University of Central Arkansas prior to the official review of this bid. **THE BID MUST BE SIGNED. UNSIGNED BIDS WILL NOT BE CONSIDERED.**

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

## RFP#UCA-23-032 Proposer References

Submission of this attachment is mandatory. Failure to complete and return this attachment with your bid may cause your bid to be rejected and deemed non-responsive.

List below three references for services performed within the last five years, which are similar to the scope of work to be performed in this contract.

### REFERENCE 1

Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Email Address			
Dates of Service			
Estimated Value or Cost of Service			
Brief Description of Service Provided			

### REFERENCE 2

Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Email Address			
Dates of Service			
Estimated Value or Cost of Service			
Brief Description of Service Provided			

### REFERENCE 3

Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Email Address			
Dates of Service			
Estimated Value or Cost of Service			
Brief Description of Service Provided			

**RFP#UCA-23-032**

**HOUSE RIGGING & AUDIO/STAGE LIGHTING SERVICES**

**Official Pricing Sheet  
(pages 22-25)**

**Price/Cost – Audio Services:**

**For this RFP, we are asking for the rental cost (one night's rental) for the following pieces of equipment, or acceptable alternatives.**

**INSTRUMENTS/BACKLINE**

**Guitar:**

Guitar rental for at least three different guitar manufacturers, acoustic and electric

Guitar Accessories:

- 4 x 10-foot 1/4" to 1/4" guitar cables
- 6 x Acoustic guitar stands
- 1 x Guitar boat (minimum of 4 guitar capacity)

Guitar amp(s) (Roland JC-120 or Fender Twin), guitar stands

**Bass:**

Bass rental for at least three different bass manufacturers

Bass Amp(s):

Mark Bass Head SD 1200 w/ Standard 104HR Cabinet -or- 1 x Augilar DB751 Head w/ DB410 Cabinet -or- Galien-Kreuger 400RB-IV w/ 410RBH Cabinet

Ampeg, David Eden or Aguilar bass amp with one 4 x 10" cabinet (with tweeter!) with 5500 head. If not available, please quote for Galien Kruger.

**Drums:**

One (1) six-piece Yamaha, Pearl, or DW drum kit. Drum kit needs:

5x14" snare, 6.5x14" snare, 10" tom, 12" tom, 16" floor tom, 20" or 22" bass drum with DW9000 kick drum pedal.

Tom heads: Remo Controlled Sound Clear Emperors

Snare heads: Remo Coated Controlled Sound

Kick head: Coated Power Stroke 3

Sabian cymbals with stands: 1- 16" HHX Explosion or Evolution crash

1- 18" HHX Explosion or Evolution crash Studio Crash

1- 20" Raw Ride or AAX Studio Ride

1- 14" AAX or AA Medium Hi-Hat

1-8" or 10" HHX Explosion or Evolution splash

If HHX unavailable, we request Sabian Legacy AAX cymbals.

Please include two (2) pairs of Vic Firth 5A wood tip drumsticks, and two drum keys.

**Keys:**

Hammond B3 organ and Leslie speaker cabinet with Hammond bench seat.

Nord C3 Combo Organ & Trek 2 pre-amp pedal

Korg CX3 Combo Organ

Nord Electro 2 (76-key version only).

Yamaha Motif 8 electric keyboard (Yamaha P250 is 2nd choice). If these are not available, please use any weighted 88-key keyboard that plays as a piano.

One (1) Roland KC500 keyboard amp (if amp unavailable, must have 2nd keys monitor).

## **SPEAKERS / SPEAKER AMPS / AUDIO DESKS / PROCESSING / MICROPHONES**

### **Conventional Speakers:**

- \* EAW JF560e with Crown XLS5000/802 Amplifiers
- \* EV Xi-1183/64 with Crown MacroTech 9000i Amplifiers
- \* QSC K12 Powered
- \* QSC K8 Powered

### **Subwoofers:**

- \* JBL SRX 828SP with Crown Drivepack Amplifiers
- \* Klipsch KP682 with Crown MacroTech 9000i Amplifiers
- \* EAW SB528 with Crown MacroTech 9000i Amplifiers
- \* QSC KSub Powered

### **Monitors:**

- \* SR Audio W15 Wedges with Crown XLS5000/802 Amplifiers
- \* Adamson dual 18" Drum Sub with Crown XLS5000 Amplifiers
- \* 8 Channels Sennhieser G3 IEM

### **Digital Audio Consloes:**

- \* Midas Pro 2 with DL251
- \* Yamaha M7CL-48
- \* Behringer X32

### **System Processing:**

- \* DBX Driverack 4800
- \* EV Dx38
- \* DBX Driverack PA

### **Wireless Microphones:**

- \* 8 Channel Shure ULX-D with SM58 and Beta 87 Capsules
- \* 8 Channel Shure SLX with SM58 and Beta 87 Capsules

### **Wired Microphones:**

Shure Beta 91 (2), Shure Beta 52 (2), Shure Beta 98 (8), Shure Beta 56 (6), Shure SM94 (4), Shure SM57 (12), Shure SM58 (12), Shure SM81 (4), Shure Beta 27 (2), Audix D6 (1), AKG D112 (2), AKG 414Buls (6), AKG 451 (2), Sennhieser 421 (3), Sennhieser e604 (6), Sennhieser e609 (2), EV RE20 (2), Radial Pro48 DIs (10), Countryman Type 85 DI (10)

**Price/Cost – Personnel:**

**ALL TRAVEL EXPENSES INCLUDING BUT NOT LIMITED TO LODGING, FUEL, MILEAGE AND PER DIEMS MUST BE INCLUDED IN YOUR BID/COST PROPOSAL.**

**Please enter your hourly rate for the following personnel:**

- Head Rigger**            \$ \_\_\_\_\_
- Up Rigger**            \$ \_\_\_\_\_
- Down Riggers**        \$ \_\_\_\_\_
- Focus Climber**        \$ \_\_\_\_\_
- Crew Chief**            \$ \_\_\_\_\_
- Truss Spotlight**      \$ \_\_\_\_\_
- Spotlight**             \$ \_\_\_\_\_
- Forklift Operator**    \$ \_\_\_\_\_
- Loader**                \$ \_\_\_\_\_
- Stagehand**            \$ \_\_\_\_\_
- Runners**              \$ \_\_\_\_\_
- Deckhand**             \$ \_\_\_\_\_
- Cable Page**            \$ \_\_\_\_\_
- Carpenter**             \$ \_\_\_\_\_
- Electrician**            \$ \_\_\_\_\_
- Props**                 \$ \_\_\_\_\_
- Video**                 \$ \_\_\_\_\_
- Wardrobe Assistant**   \$ \_\_\_\_\_

**Other Cost (if applicable, list) \_\_\_\_\_**

Vendor Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

**NOTE:**

1. The University of Central Arkansas will not be obligated to pay any cost not identified on the Official Bid Price Sheet.
  2. Any cost not identified by the bidder but subsequently incurred in order to achieve successful operation of the equipment will be borne by the bidder.
  3. Multiple awards may be awarded to multiple vendors within this Request for Proposal.
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