Procurement and Contracting Services

Request for Proposals for the Flandrau Science Center Planetarium Upgrade

Please mark all proposal submission Envelopes with the following information

Sealed RFP #L131411
Due on 01/31/14 no later than 2:00 PM, MST
<table>
<thead>
<tr>
<th>SECTION #</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>Statement of Work</td>
</tr>
<tr>
<td>2.0</td>
<td>Definitions</td>
</tr>
<tr>
<td>3.0</td>
<td>General Information and Instructions to Proposers</td>
</tr>
<tr>
<td>4.0</td>
<td>Agreement Terms and Conditions</td>
</tr>
<tr>
<td>5.0</td>
<td>Scope of Work, Specifications, Technical Requirements</td>
</tr>
<tr>
<td>6.0</td>
<td>Certifications and Forms (Vendor to complete and return with proposal)</td>
</tr>
</tbody>
</table>
1.0 STATEMENT OF WORK

1.1 Summary. The Arizona Board of Regents (ABOR), on behalf of the University of Arizona, is soliciting proposals from interested vendors to furnish the University with Planetarium upgrade for the Flandrau Science Center – including fulldome video projection system, audio system, lighting system, seating.

1.2 Coverage and Participation. The intended coverage of this RFP and any Agreement resulting from this solicitation shall be for the use of all Departments at the University of Arizona. The other State Universities, Arizona State University (ASU) and Northern Arizona University (NAU), along with Pima Community College (PCC) and any other educational institution or Governmental entity may access an Agreement resulting from this solicitation issued and administered by the University of Arizona.

2.0 DEFINITIONS

2.1 Agreement / Contract. All types of agreements entered into by the Arizona Board of Regents, regardless of what they may be called, for the procurement of materials, services or construction, or the disposal of materials. Meaning is interchangeable.

2.2 Customer. Unless otherwise implied by the context of the specific provision within this RFP, "Customer" means a customer of the vendor, other than the University.

2.3 Contractor. Same as Successful Vendor.

2.4 May, Should. Indicates something that is not mandatory but permissible, recommended or desirable.

2.5 MST. Mountain Standard Time. We do not observe Daylight Savings Time.

2.6 Must, Shall, Will. Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in rejection of your proposal as non-responsive.

2.7 Proposal. The entirety of the vendor's responses to each point of this RFP, including any and all supplemental offers or information not explicitly requested within this RFP.
2.8 **Proprietary Information.** Information held by the owner that if released to the public or anyone outside the owner’s organization, would be detrimental to its interests. It is an issue of fact rather than opinion. Pricing and/or revenues cannot be considered proprietary or confidential.

2.9 **Provider.** Same as Vendor.

2.10 **Request for Proposals (RFP).** A competitive process under which discussions and negotiations are allowed, it is not to be confused with a Request for Bid (RFB), in which goods or services are precisely specified and price is substantially the only competitive factor. This RFP provides the University the flexibility to negotiate to arrive at a mutually agreeable relationship. Price will be considered, but will not be the only factor of evaluation.

2.11 **Respondent.** Same as Vendor.

2.12 **Response.** Same as Proposal.

2.13 **Responsible Vendor.** A person who has the capability, including necessary experience, to perform the contract requirements; who has the integrity and reliability which will ensure good faith performance and appropriate quality of the materials, services, construction or construction services, to be provided; and who is in compliance with any and all licensing requirements of the State of Arizona.

2.14 **Responsive Vendor.** A person who submits a proposal which conforms in all material respects to the Request for Proposals.

2.15 **Successful Vendor.** Any vendor selected by the University to receive a notice of award as a result of this RFP and to enter into a contract to provide the University with the products or services sought by this RFP.

2.16 **Supplemental Agreement.** Any supplemental terms and conditions agreed to by the parties in writing taking precedence over all other documents governing the transaction.

2.17 **Supplier.** Same as Vendor.

2.18 **University.** Arizona Board of Regents (ABOR), a body corporate, for and on behalf of the University of Arizona, and the other institutions named in Section 1.2 of this RFP document.

2.19 **Vendor.** For purposes of this RFP, "Vendor" means any entity responding to this RFP with the intention of winning the resulting award of contract, performing the work, and/or delivering the goods specified herein.

2.20 **Vendor’s Proposal.** Same as Proposal.

2.21 **Vendor’s Response.** Same as Proposal.

3.0 GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS

3.1 **Original RFP Document.** The Office of Procurement and Contracting Services shall retain the RFP, and all related terms and conditions, exhibits and other attachments, in original form.
in an archival copy. Any modification of these, in the vendor’s submission, is grounds for immediate disqualification.

3.2 **University Demographics.** For information about the University of Arizona, please visit the University’s Internet web page at: [www.arizona.edu/](http://www.arizona.edu/). For specific demographic information, visit [http://oirps.arizona.edu/UAFactBook.asp](http://oirps.arizona.edu/UAFactBook.asp).

3.3 **Schedule of Events.** The following is the tentative schedule that will apply to this RFP, but may change in accordance with the University’s needs.

- **01/06/14** Pre-Proposal Conference at 9:00 AM MST
- **01/17/14** Technical Questions/Inquiries due no later than 12:00 PM/MST
- **01/31/14** RFP is Due no later than 2:00 PM, MST

3.4 **Pre-Proposal Conference.** A mandatory pre-proposal conference will be held for vendors who intend to respond to this RFP. The purpose of the conference is to provide for questions and answers regarding terms, conditions, or specifications of the RFP. Notification of attendance or nonattendance should be made to Lila Sorensen, at telephone # 520-626-3538 or facsimile # 520-621-5179, or email: Lilas@email.arizona.edu

**Date:** 01/06/14  
**Time:** 09:00 AM, MST  
**Place:** The University of Arizona  
Flandrau Science Center and Planetarium  
1601 E. University Blvd  
Tucson, AZ 85721-8451  
Room number 218

Call in information:  
For Local Tucson participants: 520-626-8109  
For Outside Tucson: 1-866-218-6651  
Enter the code 706902

The University will not accept a proposal from any vendor who did not have a representative attend the mandatory pre-proposal conference.

The Buyer may choose to call for additional pre-proposal conference(s) if, in the sole judgment of the Buyer, there is a need for such conference(s) in order to promote competition.

3.5 **Pre-Proposal Site Visit.** Not Applicable.

3.6 **Accommodations for People with Disabilities.** If the vendor or any of the vendor’s employees participating in this RFP need, or have questions about the University’s accommodations for people with disabilities, please make arrangements with Lila R Sorensen at telephone # 520-626-3538, facsimile # 520-621-5179, email address Lilas@email.arizona.edu. Such requests should be made as early as possible to allow time to arrange the accommodation(s).
3.7 PROPOSAL PREPARATION INSTRUCTIONS

3.7.1 Vendor's Understanding of the RFP. In responding to this RFP, the vendor accepts the responsibility fully to understand the RFP in its entirety, and in detail, including making any inquiries to the University as necessary to gain such understanding. The University reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, the University reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. Related to this, the University’s right extends to cancellation of award if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to the University.

3.7.2 University Provides Information in Good Faith without Liability. All information provided by the University in this RFP is offered in good faith. Individual items are subject to change at any time. The University makes no certification that any item is without error. The University is not responsible or liable for any use of the information, or for any claims attempted to be asserted therefrom.

3.7.3 Verbal versus Written Communication. Verbal communication shall not be effective unless formally confirmed in writing by the specified University procurement official in charge of managing this RFP’s process. In no case shall verbal communication override written communication.

3.7.4 Questions, Communications and Inquiries between the University and Vendors. All Vendor inquiries, questions and requests for clarification related to this RFP are to be directed, in writing (email and facsimile are also acceptable), ONLY to the Buyer listed below. Once this RFP has been sent out, Vendors are not to contact any University Department, other than Procurement and Contracting Services, concerning this RFP, or risk disqualification (see Section 3.7.1 above):

For U.S. Mail – Only (Please note that all U.S. Mail, including Express Mail, is delivered to the University’s Postal Services office and is then distributed to University Departments, including Procurement and Contracting Services, which may delay it by a day or more):

The University of Arizona
Procurement and Contracting Services
PO Box 210300
Tucson, Arizona 85721
Attn: Lila R Sorensen

For other methods of delivery (e.g. FedEx, UPS, etc.):

The University of Arizona
Procurement and Contracting Services
University Services Annex, Bldg. 300A
220 W. 6th Street, 5th Floor
Tucson, Arizona 85701
Attn: Lila R Sorensen
Applicable terms and conditions herein shall govern communications and inquiries between the University and vendors, as they relate to this RFP.

**Informal communications** shall include but are not limited to requests from/to vendors or vendors’ representatives of any kind or capacity, to/from any University employee or representative of any kind or capacity, *with the exception of the Purchasing Department*, for information, comments, speculation, etc. Inquiries for clarifications and information that will not require addenda may be submitted verbally to the Buyer named above, at any time.

**Formal communications** shall include but are not limited to the following.

- Questions concerning this RFP must be submitted in writing, and be received no later than 01/17/14 at 12:00 PM MST.
- Errors and omissions in this RFP and enhancements. Vendors shall bring to the University’s attention any discrepancies, errors, or omissions that may exist within this RFP. Vendors shall recommend to the University any enhancements in respect to this RFP, which might be in the University’s best interests. These must be submitted in writing, and be received no later than 01/17/14 at 12:00 PM MST.
- Inquiries about technical interpretations must be submitted in writing, and be received no later than 01/17/14 at 12:00 PM MST.
- Inquiries for clarifications / information that will *not* require addenda may be submitted verbally to the Buyer named above at any time during this process.
- Verbal and/or written presentations and pre-award negotiations under this RFP.
- Addenda to this RFP.

Informal communications shall cease on the date of distribution of this RFP and formal communications shall commence. On the date that the University notifies responding vendors of this RFP’s results and executes the resulting contract with the successful Vendor, informal communications may resume and formal communications may cease.

3.7.5 Addenda and the University’s Response to Communications from Vendor.

The University will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda within five (5) University business days.

*All addenda will be posted to our web site only:*

http://pacs.arizona.edu/RFP-BID_Opportunities

- Vendors who want the addenda supplied to them in another form must notify insert Lila R Sorensen of that requirement. Otherwise, it will be the vendor’s responsibility to check the web site for any additional information and addenda concerning this RFP.
The University will not respond to any questions / requests for clarification that require addenda, if received by the University after 01/17/14 at 12:00 PM MST.

3.7.6 Pricing and/or Revenue Proposal. Vendors shall indicate pricing and/or revenue offers in the appropriate spaces and/or areas provided in this RFP. The University may presume and hold as the vendor’s final offer all pricing and/or revenue offerings, whether stated as amounts or percentages, and/or whether or not offered on an all-or-none basis, if not specified by the vendor. The University may accept or reject in part or entirely the vendor’s pricing and/or revenue offerings when such offerings are not on an all-or-none basis. Vendor’s pricing and/or revenue proposals may not be modified after the RFP Due date and time unless University at its sole discretion decides that future negotiations will only enhance the Vendor’s offer to University. Should University decide that such negotiations would not be in University’s best interests, pricing and revenue offer by Vendor at Due date and time may be considered by University as the Vendor’s best and final offer. Unless otherwise specifically proposed by the vendor, the University reserves the right to hold such pricing and/or revenue proposal as effective for the entire intended contract term. The University may prescribe the manner and method by which pricing and/or revenue offerings shall be communicated in the vendor’s proposal. The University may reject any proposal in which the pricing and/or revenue offering does not conform to such prescribed manner and method. Vendors shall indicate pricing and/or revenue offers in the appropriate spaces and/or areas provided in this RFP. Vendors shall ensure that any departure from this condition results in an offer that is clearly cross-referenced to the applicable sections within this RFP. For any material departure from this condition, vendors shall provide clear and unambiguous explanations how the departure relates in detail to the applicable sections within this RFP. If the vendor responds with an “All-or-None” proposal, it shall be clearly and unambiguously marked as such.

3.7.7 Revisions to the RFP. The University may revise any part of this RFP for any reason by issuing addenda. The University will communicate additional information and addenda to this RFP by posting them on our web site.

http://pacs.arizona.edu/RFP-BID_Opportunities

➢ Vendors that want the revisions supplied to them in another way must notify the Buyer listed in this document of that request. Otherwise, it will be the vendor’s responsibility to check the web site for any additional information and addenda concerning this RFP.

Vendors are responsible for the information contained in such addenda, whether or not they acknowledge receipt. The University is under no obligation to communicate such addenda to vendors who notify the University that they will not be responding to this RFP. The University may determine whether an addendum will be considered as part of this RFP and/or as part of any resultant contract. The University shall reject vendors’ responses to addenda if such responses are received after the RFP Due date and time.

3.7.8 Attention to Terms and Conditions. Vendors are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions.
section of this RFP. The successful Vendor is expected to enter into a form of agreement approved by the Arizona Board of Regents. The University agreement terms and conditions included in this RFP are intended to be incorporated into this agreement. Proposals that are contingent upon any changes to these terms and conditions may be deemed to be non-responsive and may be rejected.

3.7.9 Required Signatures. The University may reject any vendor's response if it is not signed as indicated and/or required by the areas, spaces, or forms provided within this RFP.

3.7.10 Proposal Organization. Vendors shall present proposals in a format that can be readily incorporated into a contract. Vendors may present narrative proposals provided that such proposals follow the same outline and numbering scheme of this RFP, including full descriptive cross-references to all requirements listed in Section 5.0. Vendors should ensure that their proposals include page numbers and are organized in a manner that will facilitate the University's evaluation of them. The University reserves the right to reject without prior notice and without liability of any kind or amount any proposal that it deems overly complex, disorganized, or difficult to evaluate. The University reserves the right to make such a decision without any input or communication from any other party. Vendors shall ensure that, at a minimum, their proposals contain the components set forth in the following list.

➢ Original required sections from this RFP
➢ Any additional responses in corresponding sequence order
➢ Any additional supporting data

3.7.11 Collusion Prohibited. In connection with this RFP, vendor collusion with other vendors or employees thereof, or with any employee of the University, is prohibited and may result in vendor disqualification and/or cancellation of award. Any attempt by the vendor, whether successful or not, to subvert or skirt the principles of open and fair competition may result in vendor disqualification and/or cancellation of award. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

3.7.12 Improper Business Relationships / Conflict of Interest Prohibited. In connection with this RFP, each vendor shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between or among the vendor, the University, and any other party to this RFP. The University reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not; and to decide whether or not vendor disqualification and/or cancellation of award shall result. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

3.7.13 Corrections, Changes, and Providing Information on Forms within the RFP. Vendors shall ensure that an authorized individual initials each correction using pen and ink. Vendors shall use pen and ink or typewriter in providing information directly on pages, or copies thereof, contained within this RFP.

3.7.14 Proposal Bond. Not applicable.
3.7.15 Performance and / or Payment Bonds. Not applicable.

3.7.16 Anti-Kickback. In compliance with FAR 52.203-7, the University has in place and follows procedures designed to prevent and detect violations of the Anti-Kickback Act of 1986 in its operations and direct business relationships.

3.8 PROPOSAL SUBMISSION AND SUBSEQUENT ACTION

Proposals must be delivered sealed; be received and be date / time stamped at the University’s Procurement and Contracting Services office reception desk, which is located on the 5th floor of the University Services Annex Building, 220 W. 6th Street, Tucson, AZ 85701, no later than 01/31/14 at 2:00 PM MST.

Vendors, please be advised that it is your sole responsibility to ensure that your proposal is received as described in the paragraph above. The University shall not be responsible for any delay’s that may occur.

Proposals must be delivered sealed to:

For U.S. Mail – Only (please note that all U.S. Mail, including Express Mail, is delivered to the University’s Postal Services office and is then distributed to University Departments, including Procurement and Contracting Services, which may delay it by a day or more):

The University of Arizona
Procurement and Contracting Services
P.O. Box 210300
Tucson, Arizona 85721
Attn: Lila R Sorensen

For other methods of delivery (e.g. FedEx, UPS, etc.):

The University of Arizona
Procurement and Contracting Services
University Services Annex, Bldg. 300A
220 W. 6th Street, 5th Floor
Tucson, Arizona 85701
Attn: Lila R Sorensen

no later than 01/31/14 at 2:00 PM MST. The University shall not accept proposals received by facsimile or email. The University shall, at the specified Due date and time, accept all proposals that are otherwise in order. The University will allow interested parties to be present for purposes of identifying which vendors have responded. The University will make no immediate decision at such time, and there will be no disclosure of any information contained in any proposal until after formal notice of award and execution of any contract resulting from this RFP. When multiple solicitations have been scheduled to open at the same date and time, the University will open solicitations that have interested individuals present in sequential order by solicitation number. The University will hold unopened any proposals received after the Due date and time, and will not consider such proposals. The University reserves the right to retain or dispose of such proposals at
its discretion; however, the University may return such proposals to their related vendors, but only at such vendor's request and at no cost or expense whatsoever to the University.

If only one proposal is received, the University may extend the Due date in order to determine why other vendors did not respond and to encourage other vendors to respond.

3.8.1 Proposal Costs. The University is not liable in any manner or to any extent for any cost or expense incurred by any vendor in the preparation, submission, presentation, or any other action connected with proposing or otherwise responding to this RFP. Such exemption from liability applies whether such costs are incurred directly by the vendor or indirectly through the vendor's agents, employees, assigns or others, whether related or not to the vendor.

3.8.2 Faxes and Emails Not Accepted. The University shall not accept proposals received by fax or email.

3.8.3 Number of Proposal Copies to be Furnished. Vendors are to submit one (1) original, in hardcopy form, two (2) photocopies along with a copy in electronic form, on a CD, flash drive or other removable storage device, in either Microsoft Word or as an Adobe PDF file.

3.8.4 Binding and Marking. Vendors shall ensure that the original and each copy are individually bound. When submitting more than one (1) proposal, vendors shall ensure that units are clearly marked; for example, as "Original of Proposal One," "Copy One of Proposal One," "Original of Proposal Two," "Copy One of Proposal Two;" and so on.

3.8.5 Marking of Envelopes. Vendors shall ensure that the submittal envelope(s) clearly and conspicuously display the following identifying information in addition to any other information otherwise required for transmittal, and are sealed.

Sealed RFP #L131411
01/31/14 at 2:00 PM MST
ATTN: Lila R Sorensen

3.8.6 Withdrawal of RFP. Vendors may withdraw their proposals any time prior to the RFP Due date and time. Vendors may request to withdraw their proposals after the RFP Due date and any time prior to selection and notice of award. The University shall have sole authority to grant or deny such a request. In the event the University grants such a request, it may withhold issuing future RFP’s to such vendors.

3.8.7 University’s Right to Use Vendor’s Ideas / Proprietary Information. If the vendor needs to submit proprietary information with the proposal, the vendor shall ensure that it is enclosed in a separate envelope from the proposal and that it is clearly designated and conspicuously labeled as such.

The University shall have the right to use any ideas that are contained in any proposal received in response to this RFP, along with any adaptation of such ideas. Selection or rejection of the proposal shall not affect the University's right of use. Provided, however, that the University will, in good faith, honor any vendor
information that is enclosed in a separate envelope from the proposal and clearly
designated and conspicuously labeled as proprietary, and the University concurs
that the information is proprietary. The envelope must also contain the
reason(s) why the enclosed material is to be considered proprietary. Trade
secrets or other proprietary data contained in the proposal documents shall be
maintained as confidential in accordance with procedures promulgated by the
Procurement Officer and subject to limitations in Arizona or Federal law. Pricing
information cannot be considered proprietary or confidential. The University
shall not be liable in any manner or in any amount for disclosing proprietary
information if such information is not clearly so designated and conspicuously so
labeled. The University shall likewise not be liable if it did not know or could not
have reasonably known that such information was proprietary. At no time will the
entire proposal be considered proprietary and be kept confidential.

3.9 EVALUATION PROCESS AND AWARD

3.9.1 Contractual Intent / Right to Terminate and Recommence RFP Process. The
University intends to contract with one or more vendors whose proposal(s) are
considered to be in the best interests of the University. However, the University
may terminate this RFP process at any time up to notice of award, without prior
notice, and without liability of any kind or amount. Further, the University reserves
the right to commence one or more subsequent RFP processes seeking the same
or similar products or services covered hereunder.

3.9.2 Effective Period of Proposals. Under this RFP, the University shall hold that
vendors' responses to this RFP shall remain in effect for a period of ninety (90)
days following the Due date, in order to allow time for evaluation, approval, and
award of the contract. Any vendor who does not agree to this condition shall
specifically communicate in its proposal such disagreement to the University, along
with any proposed alternatives. The University may accept or reject such proposed
alternatives without further notification or explanation.

3.9.3 Proposal Acceptance/Rejection. The University reserves the right to reject any
or all proposals. Such rejection may be without prior notice and shall be without
any liability of any kind or amount to the University. The University shall not accept
any proposal that the University deems not to be in its best interests. The
University shall reject proposals submitted after the Due date and time.

3.9.4 Errors and Omissions in Vendors Proposals. The University may accept or
reject any vendor's proposal, in part or in its entirety, if such proposal contains
errors, omissions, or other problematic information. The University may decide
upon the materiality of such errors, omissions, or other problematic information.

3.9.5 Determination of and Information Concerning Vendor's Qualifications. The
University reserves the right to determine whether a vendor has the ability,
capacity, and resources necessary to perform in full any contract resulting from this
RFP. The University may request from vendors information it deems necessary to
evaluate such vendors' qualifications and capacities to deliver the products and/or
services sought hereunder. The University may reject any vendor's proposal for
which such information has been requested but which the vendor has not provided.
Such information may include but is not limited to:
- Financial resources
- Personnel resources
- Physical resources
- Internal financial, operating, quality assurance, and other similar controls and policies
- Resumes of key executives, officers, and other personnel pertinent to the requirements of the RFP
- Customer references
- Disclosures of complaints or pending actions, legal or otherwise, against the vendor

3.9.6 **Apparently Conflicting Information Obtained by Vendor.** The University is under no obligation whatsoever to honor or observe any information that may apparently conflict with any provision herein, regardless of whether such information is obtained from any office, agent, or employee of the University. Such information shall not affect the vendor’s risks or obligations under a contract resulting from this RFP.

3.9.7 **Rejection of Vendor Counter-offers, Stipulations and Other Exceptions.** Any vendor exception, stipulation, counter-offer, requirement, and/or other alternative term or condition shall be considered rejected unless specifically accepted in writing by the University and thereafter incorporated into any contract resulting from this RFP.

3.9.8 **Method of Award.** Each response to this RFP will be reviewed for its overall competence, compliance, format, and organization. Proposals which the University deems overly complex, disorganized, or difficult to evaluate may be rejected in accordance with Section 3.7.10 of this RFP. The award shall be made to the responsive and responsible vendor whose proposal is determined to be the most advantageous to the University of Arizona, taking into consideration the following evaluation criteria listed in the relative descending order of importance. Pricing must be a criterion. However, the University is under no obligation whatsoever to select, as most responsive the proposal that demonstrates the lowest pricing.

**Evaluation Criteria**
The following criteria will be used to evaluate the capabilities of the fulldome system to meet University needs. These are ranked from highest value to lowest, but all are considered important.

- Image Quality
- Ease of Use
- Reliability and Service Response
- Flexibility
- Price

The contract will consist of the University’s RFP, the proposal with any and all revisions, award letter, and/or purchase order, and/or the signed agreement between the parties, as stated in that agreement.
3.9.9 **Selection, Negotiation, Additional Information.** Although the University reserves the right to negotiate with any vendor or vendors to arrive at its final decision and/or to request additional information or clarification on any matter included in the proposal, it also reserves the right to select the most responsive and responsible vendor or vendors without further discussion, negotiation, or prior notice. The University may presume that *any proposal is a best-and-final offer.*

3.9.10 **Pre-Award Presentations.** The University reserves the right to require presentations from the highest ranked vendors, in which they may be asked to provide information in addition to that provided in their proposals.

3.9.11 **Pre-Award Negotiations.** The University reserves the right to negotiate prior to award with the highest ranked vendors for purposes of addressing the matters set forth in the following list, which may not be exhaustive.

- Resolving minor differences and scrivener's errors
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving assurances from vendors
- Obtaining the lowest and best pricing and/or revenue agreement

3.9.12 **Notification of Non-selection.** The University reserves the right not to notify vendors whose RFP responses are not selected for further consideration or notice of award. If the University decides to notify such vendors in writing, it will send the notifications to the address indicated in each such vendor's proposal. Once the award has been finalized, a notice of award may be posted on our [website](#).

3.9.13 **Vendor's Need to Use Proprietary Rights of the University.** All information proprietary to the University and disclosed by the University to any vendor shall be held in confidence by the vendor and shall be used only for purposes of the vendor's performance under any contract resulting from this RFP.

3.9.14 **Public Record.** After the award and execution of a contract resulting from this RFP, vendors' proposals become public record and are available for review during the University's regular office hours. The University will, in good faith and to the extent allowed by law, honor any vendor information that is clearly designated and conspicuously labeled as proprietary, and the University agrees that the information is proprietary. If the vendor needs to submit proprietary information with the proposal, the vendor **shall ensure that it is enclosed in a separate envelope from the proposal and that it is clearly designated and conspicuously labeled as such. The envelope must also contain the reason(s) why the enclosed material is to be considered proprietary.** At no time shall the entire proposal be considered proprietary and be kept confidential. The University shall not be liable in any manner or in any amount for disclosing proprietary information if such information is not clearly so designated and conspicuously so labeled. The University shall likewise not be liable if it did not know or could not have reasonably known that such information was proprietary. **Pricing information cannot be considered proprietary or confidential.**

3.9.15 **Certification.** By signature on the “Proposal Certification” form included herein, the Vendor certifies that the submission of the proposal did not involve collusion or
other anti-competitive practices. The Vendor has not given, offered to give, nor
intends to give at any time hereafter any economic opportunity, future employment,
gift, loan, gratuity, special discount, trip, favor, or service to a public servant in
connection with the submitted proposal. In addition, Vendor certifies whether or
not an employee of the University has, or whose relative has, a substantial interest
in any Agreement subsequent to this RFP. Vendor also certifies their status with
regard to debarment, or suspension by any federal entity.

Failure to provide a valid signature affirming the stipulations required by this clause
shall result in the rejection of the submitted proposal and, if applicable, any
resulting Agreement. Signing the certification with a false statement shall void the
proposal and, if applicable, any resulting Agreement. Any resulting Agreement
may be subject to legal remedies provided by law. Vendor agrees to promote and
offer to the University only those services and/or materials as stated in and allowed
for under resulting Agreement(s).

4.0 AGREEMENT TERMS AND CONDITIONS

The following are the Terms and Conditions that will become part of any Agreement consummated
between the University and the Successful Vendor. In the event of a conflict between any
provisions contained in any of the documents governing this transaction, the following shall
be the order of precedence: Supplemental Agreement; Request for Proposals; Proposal.

4.1 Actions of Successful Vendor. The University is under no obligation whatsoever to be
bound by the actions of any Successful Vendor with respect to third parties. The Successful
Vendor is not a division or agent of the University.

4.2 Advertising. The Successful Vendor shall not advertise or publish information concerning
the Agreement without prior written consent of the University. The University shall not
unreasonably withhold permission.

4.3 Americans With Disabilities Act. The Successful Vendor shall comply with all applicable
provisions of the Americans With Disabilities Act and applicable federal regulations under the
act.

4.4 Conflict of Interest. Pursuant to the provisions of Arizona Revised Statute § 38-511, the
Arizona Board of Regents may, within three years after its execution, cancel the Agreement
without penalty or further obligation if any person significantly involved in negotiating, drafting,
securing or obtaining the Agreement for or on behalf of the Arizona Board of Regents
becomes an employee in any capacity of any other party or a consultant to any other party
with reference to the subject matter of the Agreement while the Agreement or any extension
thereof is in effect.

4.5 Drug Free Workplace. The Successful Vendor agrees that in the performance of the
Agreement, neither the Successful Vendor nor any employee of the Successful Vendor shall
engage in the unlawful manufacture, distribution, dispensing, possession, or use of a
controlled substance in conducting any activity covered by the Agreement. The University
reserves the right to request a copy of the Successful Vendor’s Drug Free Workplace Policy. The Successful Vendor further agrees to insert a provision similar to this statement in all
subcontracts for services required.
4.6 **Equal Opportunity.** The provisions of Section 202 of Executive Order 11246.41 C.F.R. Sec. 60-1.4.41 C.F.R. Sec. 60-250.4 and 41 C.F.R. Sec. 60-741.4 are incorporated herein by reference and shall be applicable to the Agreement unless the Agreement is exempted under the rules, regulations or orders of the U.S. Secretary of Labor.

4.7 **Federal, State, and Local Taxes, Licenses and Permits.** Successful Vendor is solely responsible for complying with all laws, ordinances, and regulations on taxes, licenses and permits, as they may apply to any matter under this RFP. The Successful Vendor must demonstrate that they are duly licensed by whatever regulatory body may so require during the performance of the Agreement. Prior to the commencement of Agreement, the Successful Vendor shall be prepared to provide evidence of such licensing as may be requested by the University. Successful Vendor shall, at no expense to the University, procure and keep in force during the entire period of the Agreement all such permits and licenses.

4.8 **Inspection and Audit.** Pursuant to the provisions of Arizona Revised Statute § 35-214, all books, accounts, reports, files and other records relating to the Agreement shall be subject at all reasonable times to inspection and audit by the Arizona Board of Regents, The University of Arizona or the Auditor General of the State of Arizona, or their agents for five (5) years after completion or termination of the Agreement.

4.9 **Liens.** Each Successful Vendor shall keep the University free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Successful Vendor.

4.10 **Modifications.** The Agreement can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.

4.11 **Non-Discrimination.** The parties shall comply with all applicable state and federal statutes and regulations governing equal employment opportunity, non-discrimination, and immigration.

4.12 **Sales and Use Tax.** The Successful Vendor agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable law. The Successful Vendor further agrees to indemnify and hold harmless the University from any and all claims and demands made against it by virtue of the failure of the Successful Vendor or any subcontractors to comply with the provisions of any and all said laws. The University is not exempt from state sales and use tax, except for equipment purchased for research or development. Any equipment ordered as tax exempt shall be invoiced separately from taxable systems, even if purchased on the same purchase order as issued by the University.

4.13 **Sexual Harassment.** Federal law and the policies of the University prohibit sexual harassment of University employees or students. Sexual harassment includes any unwelcome sexual advance toward a University employee or student, any request for a sexual favor from a University employee or student, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for University employees, or a hostile or offensive academic environment for University students. University vendors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of University employees and students. The employer of any person who the University, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a
term and condition of the Agreement to cause such person to be removed from the project site and from University premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

4.14 Small Business Utilization Program. The University is committed to its Small Business Utilization Program and to the development of Small Business. If subcontracting is necessary, the Successful Vendor will make every effort to use Small Businesses in the performance of the Agreement.

4.15 Smoking Policy. All facilities of Arizona are smoke free. Smoking is not permitted inside University buildings or within 25 feet of doorways and air intakes. The Successful Vendor is expected to respect this smoke free policy and fully comply with it.

4.16 Reserved

4.17 Administrative (Legal) Remedies. The Arizona Board of Regents has promulgated Administrative (Legal) Remedies for alleged breaches or disputes arising from the Agreement. These remedies are exclusive and must be exhausted before the filing of any legal action.

4.18 Assignment-Delegation. No right or interest in the Agreement shall be assigned or delegation of any obligation made by Successful Vendor without the written permission of the University. Any attempted assignment or delegation by Successful Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

4.19 Assignment of Anti-Trust Overcharge Claims. The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, Successful Vendor hereby assigns to the University any and all claims for such overcharges.

4.20 Date for Reckoning Prompt-Payment Discount. For purposes of determining whether a prompt-payment discount, if applicable, may be taken by the University, the starting date of such reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product.

4.21 Force Majeure. Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of the Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.

4.22 Indemnification / Hold Harmless. The Successful Vendor shall indemnify, defend, and hold harmless to the fullest extent allowed by law the State of Arizona, the Arizona Board of Regents and the University, its officers, agents, and employees (“Indemnitees”) from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys’ fees and/or litigation expenses, which may be brought or made against or incurred on account of breach, or loss of or damage to any property, or for injuries to or death of any person, or financial loss incurred by Indemnitees, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Successful Vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the Agreement, or arising out of Workers
Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Successful Vendor and/or its subcontractors of claims under similar such laws and obligations. Successful Vendor’s obligation under this provision shall not extend to any liability caused by the sole negligence of the State of Arizona, Arizona Board of Regents, University or its officers, agents, and employees. Such indemnification shall specifically include infringement claims made against any and all intellectual property supplied by Successful Vendor and third party infringement under the Agreement.

4.23 Insurance Requirements. Without limiting any liabilities or any other obligations of Successful Vendor, the Successful Vendor shall provide and maintain the minimum insurance coverage listed below unless otherwise agreed to in writing. Coverage shall be provided with forms and insurers acceptable to the University until all obligations under the Agreement are satisfied.

- Commercial General Liability insurance with a minimum combined single limit of TWO MILLION DOLLARS ($2,000,000) each occurrence.
- Commercial Automobile Liability insurance with a minimum combined single limit of ONE MILLION DOLLARS ($1,000,000) each occurrence.

The insurance policies required in the two statements above shall be endorsed to name the State of Arizona, Arizona Board of Regents on behalf of the University of Arizona as additional insured and shall stipulate that the insurance afforded the Successful Vendor shall be primary insurance and that any insurance carried by the State of Arizona, the Arizona Board of Regents and the University of Arizona, their agents, officials or employees shall be excess and not contributory insurance to that provided by Successful Vendor.

- If applicable, Workmen’s Compensation insurance to cover requirements imposed by Federal and State statutes having jurisdiction of its employees engaged in the performance of Agreement, and Employer’s Liability insurance with a minimum limit of ONE HUNDRED THOUSAND DOLLARS ($100,000).

A certificate of insurance acceptable to the University shall be furnished to the University prior to the commencement of Agreement as evidence that policies providing the required coverage, conditions and limits are in full force and effect.

4.24 Intellectual Property. It is understood and agreed that ownership of intellectual property developed as a result of fulfilling the requirements of this Request for Proposals belongs solely and exclusively to the Arizona Board of Regents on behalf of the University of Arizona. Documents/drawings used in this proposal belong to the Arizona Board of Regents on behalf of the University of Arizona and/or are being used with permission. Intellectual property as used herein, means all forms of legally protectable intellectual property, including copyrights, trademarks, inventions, patent applications, patents and mask works, drawings and/or blueprints. It is also understood and agreed that anything created as a result of an award of this proposal is considered a work for hire under the U.S. copyright laws and as such, the Arizona Board of Regents on behalf of the University of Arizona will own the copyright.

4.25 Labor Disputes. Successful Vendor shall give prompt notice to the University of any actual or potential labor dispute which delays or may delay performance of the Agreement.
4.26 **Laws and Regulations.** Successful Vendors are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances, and regulations affecting the rights of their employees, and shall protect and indemnify the University, its officers and agents against any claims of liability arising from or based on any violation thereof.

4.27 **No Replacement of Defective Tender.** Every tender of goods must fully comply with all provisions of the Agreement as to time of delivery, quantity, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach and Successful Vendor shall not have the right to substitute a conforming tender.

4.28 **No Waiver of Right by the University.** No waiver by University of any breach of the provisions of the Agreement by the Successful Vendor shall in any way be construed to be a waiver of any future breach or bar the University’s right to insist on strict performance of the provisions of the Agreement.

4.29 **Parking.** The Successful Vendor shall obtain all parking permits and/or decals that may be required while performing project work on University premises. The Successful Vendor should contact Parking and Transportation Services located at 1117 E. Sixth St., Tucson, AZ 85721-0181.

4.30 **Payment Terms.** Payments by the University shall be subject to the provision of Title 35 of Arizona Revised Statutes relating to time and manner of submission of claims. The University’s obligation is payable only and solely from funds appropriated for the purpose of the Agreement. Unless otherwise stated herein, the payment terms for the Agreement are Net 30 days.

4.31 **Performance and / or Payment Bonds.** Not applicable.

4.32 **Price Adjustment.** Price changes will normally only be considered at the end of one Agreement period and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Agreement period, and shall be supported by written evidence of increased costs to the Successful Vendor. The University will not approve unsupported price increases that will merely increase the gross profitability of the Successful Vendor at the expense of the University. Price change requests shall be a factor in the Agreement extension review process. The University shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the University.

4.33 **Prior Course of Dealings.** No trade usage, prior course of dealing, or course of performance under other agreements shall be a part of any agreement resulting from this RFP; nor shall such trade usage, prior course of dealing, or course of performance be used in the interpretation or construction of such resulting agreement.

4.34 **Referencing of Orders.** For each order issued against an agreement resulting hereunder, the University intends in good faith to reference this RFP for pricing, terms and conditions, delivery location, and other particulars. However, in the event the University fails to do so, the University’s right to such terms, conditions, and particulars shall not be affected, and no liability of any kind or amount shall accrue to the University.

4.35 **Remedies and Applicable Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. University and Successful Vendor shall
have all remedies afforded each by said law. The venue in any action or litigation commenced to enforce the Agreement shall be instituted in the appropriate courts in Arizona.

4.36 **Right of Assurance.** Whenever one party to the Agreement in good faith has reason to question the other party’s intent to perform, he may demand that the other party give a written assurance of their intent to perform. In the event that a demand is made and no written assurance is given within ten calendar (10) days, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.

4.37 **Right of Inspection.** University shall have the right to inspect the goods at delivery before accepting them.

4.38 **Right of Offset.** The University shall be entitled to offset against any sums due the Successful Vendor, any expenses or costs incurred by the University, or damages assessed by the University concerning the Successful Vendor’s non-conforming performance or failure to perform the Agreement, or any other debt owing the University, including expenses, costs and damages described in the termination provisions contained herein.

4.39 **Shipment Under Reservation Prohibited.** Successful Vendor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of the goods.

4.40 **Successful Vendor to Package Goods.** Successful Vendor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Successful Vendor’s name and address; (b) Consignee’s name, address and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes and (d) the number of the container bearing the packing slip. Successful Vendor shall bear cost of packaging unless otherwise provided.

4.41 **Termination**

4.41.1 **Convenience.** The University reserves the right to terminate the Agreement in whole or in part at any time when in the best interests of the University without penalty or recourse. Upon receipt of the written notice, the Successful Vendor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the University. In the event of termination under this provision, all documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of and delivered to the University. The Successful Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. Such compensation shall be the Successful Vendor’s sole remedy against the University in the event of termination under this provision.

4.41.2 **Default.** The University reserves the right to terminate the Agreement in whole or in part due to the failure of the Successful Vendor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The University shall provide written notice of the termination and the reasons for it to the Successful Vendor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Successful Vendor
under the Agreement shall become the property of and be delivered to the University on demand. The University may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under the Agreement. The Successful Vendor shall be liable to the University for any Excess Costs incurred by the University in re-procuring the materials or services.

4.41.3 **Gratuities.** The University may, by written notice to the Successful Vendor, cancel the Agreement if it is discovered by the University that gratuities, in the form of entertainment, gifts or other, were offered or given by the Successful Vendor, or any agent or representative of the Successful Vendor, to any officer or employee of the University with a view toward securing an Agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by the University pursuant to this provision, University shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Successful Vendor in providing such gratuities.

4.41.4 **Insolvency.** The University shall have the right to terminate the Agreement at any time in the event Successful Vendor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Successful Vendor and not discharged within thirty (30) days; or if Successful Vendor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Successful Vendor or its business.

4.41.5 **Lack of Funding.** The Agreement may be canceled without further obligation on the part of the Arizona Board of Regents and the University of Arizona in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The Successful Vendor shall be notified in writing of such non-appropriation as soon as reasonably possible. No penalty shall accrue to the Board or the University in the event this cancellation provision is exercised. This cancellation provision shall not be construed so as to permit the University to terminate the Agreement in order to acquire similar equipment, material, supplies or services from another party.

4.41.6 **Stop Work Order.** The University may at any time, by written order to the Successful Vendor, require the Successful Vendor to stop all or any part of the work called for by the Agreement for a period of ninety (90) days after the order is delivered to the Successful Vendor, and for any further period to which the parties may agree. The order shall be specifically identified as a Stop Work Order issued under this provision. Upon receipt of the order, the Successful Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, the Successful Vendor shall resume work. The University shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.
4.41.7 **Suspension or Debarment.** The University may by written notice to the Successful Vendor immediately terminate the Agreement if the University determines that the Successful Vendor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor Vendor of any public procurement unit or other governmental body.

4.42 **Continuation of Performance through Termination.** The Successful Vendor shall continue to perform, in accordance with the requirements of Agreement, up to the date of termination, as directed in the termination notice.

4.43 **Title and Risk of Loss.** The title and risk of loss of the goods shall not pass to University until University actually receives the goods at the point or points of delivery.

4.44 **Warranties.** In addition to any implied warranties, Successful Vendor warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed herein, and to the sample or samples furnished by the Successful Vendor, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

4.45 **Confidentiality.** The parties shall comply with 20 USC Section 1232(g), the Buckley Amendment to the Family Educational Right and Privacy Act of 1974. Therefore, Vendor shall not be entitled to receive Employee or Student information directly from University, other than public information available in University directories which is not protected by federal or state privacy or confidentiality statutes or regulations. Vendor may solicit Employee and Student information directly from Employees and Students subject to prior disclosures by Vendor of all intended uses of such information. Regardless of the Employee or Student personal information, even if such information is publicly available via directories, Vendor shall under no circumstances sell, duplicate, market, or give to any person or persons, entities or other companies a list or other personal information of any or all Employees or Students. All identities and personal information Employees and Students shall remain confidential. And disclosure by Vendor occurring without the express prior written consent of the Employee or Student shall result in the immediate termination of this agreement.

4.46 **PCI DSS AND PABP COMPLIANCE.** Contractor represents and warrants that any application, system and/or service it provides to The University of Arizona to interface, store, process or transmit sensitive cardholder data will meet the all applicable Payment Card Industry- Data Security Standards (PCI-DSS) for Service Providers, Payment Application Data Security Standard (PA-DSS) and/or Payment Application Best Practices (PABP). Furthermore that Contractor must certify at time of contract/agreement to be in compliance by providing validation either by appearing on the VISA Certified Service Provider List (CISP), Payment Card Industry Security Standards Council Validated Payment Applications list providing a completed and signed Attestation of Compliance, or a letter of compliance signed by a PCI approved Quality Security Assessor (QSA). Any change in Contractor's certification requires prompt written notification to The University of Arizona.

Contractor agrees to continue to meet all applicable PCI Security Standards Council requirements and to validate compliance annually by providing validation by appearing on the VISA Certified Service Provider List (CISP), Payment Card Industry Security Standards Council Validated Payment Applications list, a completed and signed Attestation of
Compliance, or a letter of compliance signed by a PCI approved Quality Security Assessor (QSA). If requested by the University’s Assessor, Contractor agrees to provide any other supporting documents such as Approved Scan Verification (ASV) external scan results and completed SAQ D. Contractor agrees to indemnify the University for any breach of its cardholder data attributed to the application, system or service provided by the Contractor.

5.0 SCOPE OF WORK, SPECIFICATIONS, TECHNICAL REQUIREMENTS

5.1 Install/Acceptance Schedule.
The equipment is to be installed by August 29, 2014, once systems have been fully installed, tested, and approved by the University.

5.2 Scope of Work
The Flandrau Science Center and Planetarium at the University of Arizona is planning an upgrade to its planetarium including a fulldome projection system, new audio system, LED lighting system (see add alternates), new seating (see add alternates), new control console (see add alternates), and more. This upgrade is scheduled to take place beginning April 25, 2014, to be completed on August 29, 2014. The upgrade will allow the Flandrau Science Center to meet modern standards of capability to not only present planetarium programs with enhanced visualization of astronomy subjects, but also to interact with other university departments, and public and private entities as a visualization theater.

The Vendor RFP response should include the following:

**Fulldome hardware**
While it is anticipated that the system installed will be a 2 projector JVC 4k2k D-ILA system, other options will be entertained providing they meet the specifications

The final result should be no less than 3600 x 3600 pixels across the dome. The digital projections must also be bright, colorful, and crisp so as to provide a quality image of complex and highly detailed images ranging from intricate computer models to people.

If it is a 2 projector JVC 4k system, there should be one projector offset north and one offset south in the theater. They should be positioned, masked, and programmed so as to result in a smooth, seamless image across the entire surface of the dome.

The system is more than just the projectors. It includes lenses, masks, computer controlled iris, light and noise shields for the projectors, all the cabling and computers necessary to run the system. There needs to be discussion about the actual platform for fine positioning of the projectors themselves. Vendor will provide the necessary mounting hardware to include positioning control.

The system should be able to playback pre-rendered video content. It should also be able to display other video streams within windows on the dome. It should also be possible to combine real time imagery with pre-rendered material.

The frame rate for digital projection should be capable of 60 frames per second when necessary to assure clear text. It can drop to 30 fps when possible. It should also be possible to increase the frame rate in the future.
The spare parts inventory, provided as part of the initial purchase, for the system should include two lamp housings/cages each with two lamps so that they can be easily changed out as needed. University also requests a price quote for having a spare JVC projector in house.

All system components including projectors, computers, audio, lighting, etc., will be powered by Uninterruptible Power Supplies (UPS) provided by the vendor.

Vendor should provide an upgrade path with requirements and considerations for future upgrade from a 4k system to an 8k system.

**Audio System**
The sound system should be a 5.1 design with center, left front and rear, right front and rear, speakers and a subwoofer. The system should be of sufficient power to adequately fill a 50 foot dome. Audio sources should include but are not limited to CD, MP3 devices, wireless handheld, lavaliere, and headset microphones, and hard disk.

The sound system will include all speakers, cabling, racks, amplifiers, shipping, installation, and documentation.

The sound system shall have manual, live control of all input devices from the main control console. It should also be possible to adjust volume through the automation system while using a handheld remote device.

The audio system should have the capacity to be controlled by the automation system, or other dedicated manual/automated device. It is desirable to be able to program equalization, delay, volume, speaker destination and more with respect to specific programs.

The system should have a minimum wattage of 13,000 watts RMS. All speaker components (with the exception of the sub-base) are to be mounted flush with the back of the dome. The speakers shall be treated so as to not reflect light, through the holes in the dome, into the planetarium theater. Also, the speakers should be anchored in such a way that no vibrations are heard in the theater through the range of frequencies and safe volume levels produced by the audio system.

The Vendor will work with University staff, and contractor to incorporate sufficient cable paths as well as cooling of equipment related to the sound system.

The Vendor will provide at least one day of training to Flandrau Planetarium staff.

**Console Control System**
The ability to coordinate with all theater systems (e.g., fulldome digital projections, sound system, audio source devices, cove lighting, special effect and theater lighting (DMX, etc.), possible future optical star projector, etc.) shall be inherent in the control system. The fulldome digital system shall provide the lead timecode, which other systems follow. The control system must be fully compatible with other planetarium equipment computer systems. The fulldome digital projections must be able to maintain synchronization with and project objects accurately against a star projector sky (for future hybrid operation).

There must be the capability of both live, spontaneous operation (manual operation via a control console) and fully automated presentation. The user interface will be a significant point of evaluation.
There must be the capability for remote control of certain functions including but not limited to diurnal, annual, and other star projector motions, fading up and down Sun, Moon, planets, fading up and down digital imagery such as pans or standard images, and cueing prewritten scripts for more complex demonstrations; either through the use of a handheld controller (palm, tablet PC, or similar device) or even as simple as manual cue through a prepared computer program.

The control system must communicate via an interface with other planetarium systems including but not limited to cove lights, sound system and audio device controls, and slide projectors and other types of special effects; and must be able to generate a synchronizing time code.

All displays necessary for the operation must be able to be called up from the console and updateable in real time.

Use of third party digital source devices and systems should be possible.

It should be possible to learn to use basic functions of the automation control system, from a basis of only normal computer knowledge including but not limited to point and click, accessing of windows and menus, and typical navigation.

Operation should allow the pausing and resumption of automated programs. It should also be possible to perform manual functions during the pause and then resume the automated program at the exit point with minimal reset.

For simplifications, it should be possible to store all program parts or program parts to be repeated in the course of the program as macro sequences and to recall them.

The control system must be capable of expansion and must include a potential upgrade path.

University must be guaranteed to receive the latest versions of computer controlling software for all systems (star projector, fulldome digital projection, cove lighting, Digital Universe datasets, etc.) available at the time of equipment installation. The contract should include free software upgrades on all components for the first three years of operation.

The computers used for console control should be standard, off the shelf units so they can be easily replaced should that become necessary. The system should allow for the installation and use of upgraded/future computer hardware. As new versions of software are made available, it must also be guaranteed that these will be compatible with the installed system or with minimal hardware upgrades by Owner. Vendor must also provide technical support for the system even after introducing a new system in future.

There should be a touch screen at the main console for easy access to the most frequently used functions.

The software should have the capability of operator, programming, and administrative services. For example, in the operator or presentation mode, operators would have limited access to just the functions necessary without needing access to programming functions, etc.
• Detailed references to the written specifications including explanations of when proposed products meet, exceed, or do not meet the specifications.
• Suggestions for optional replacements where applicable.
• Pricing/bid for the full package bid with identification of proposed vendors/subcontractors to be used on the project
• Components of the system priced as separate line items. University reserves the right to choose alternate vendors/sources for some systems. For example, if the LED lighting bids are significantly different for similar products, University may choose the least expensive of those submitted if deemed in the University’s best interest.

If a Vendor plans/promises to make changes to their equipment in order to meet the specifications, that should be clearly stated in the response.

University may change digital projection technology should new equipment become available between RFP acceptance and date of installation.

University must be guaranteed to receive the latest versions of computer controlling software for all systems (fulldome digital projection, LED lighting, audio, datasets, etc.) available at the time of equipment installation.

The RFP submittal should include free software upgrades on all components (fulldome digital projection, LED lighting, audio, datasets, etc.) for the first three years of operation.

All vendors should be aware that when the final contract is written, it will include penalty clauses for failure to deliver and time delays. The amount of penalty will be determined by the magnitude of failure and length of delay as well as loss of actual revenue and a measure of loss of reputation and negative publicity.

**Additional Requirements / Considerations**

Consideration will be given for the capability of the fulldome system to do “dome-casting”, or video/audio conferencing with other planetaria, science centers and university classrooms that are properly equipped. This would include two-way communication of live and recorded audio, live video, real-time duplication of dome imagery, remote operation of fulldome system, etc.

The vendor system should provide capability for closed captioning of content to either be displayed at a designated position on the dome, or through remote viewing devices (tablets, etc.), or other currently acceptable method.

The Vendor system should provide audio feeds of content for input to assistive-listening systems. The assistive-listening system will be provided by the University. Vendor will provide recommendations for assistive listening systems suited for a planetarium environment.

Vendor should provide content as a minimum of 3 full-length recorded fulldome presentations to be chosen by the University at time of installation.

Vendor note: Please state your ability to provide a financing/payment plan structure that will allow the University to purchase the system over an extended period of up to three years. Please provide financing/payment plan information for 24 and 36 month time frames.
Consideration will be given to the ability of host system to function with other fulldome software platforms, such as World Wide Telescope, or other vendor platforms.

**Emergency Service, Maintenance Service, and Warranty**

Upon completion of installation, the manufacturer shall provide the Owner an inventory of spare operational or consumable parts (including lamps) for one year or a minimum of 2200 hours of operation.

The Vendor must provide factory trained US service representatives with telephone, fax number, electronic mail address, and US Post Office address for free unlimited technical assistance via telephone, fax, electronic mail, or postal mail during warranty period.

It is expected that technical support consultation should still be available after the warranty has passed but that additional parts and service visits would incur a fee unless covered by an annual maintenance agreement.

Service representative must be accessible upon availability between 9:00 am to 5:00 pm MST Monday through Friday. The Vendor shall also provide weekend, holiday, and after-regular-hours emergency telephone numbers for contact of available service representatives. In addition, the Vendor shall supply a factory service representative accessible upon availability between 9:00 am and 5:00 pm local factory time.

Vendor agrees to provide 72 hour on-site emergency service, even if such service requires a technician to travel from the factory location.

The Vendor shall warranty all provided planetarium systems for a minimum of one full year after the date of acceptance. This warranty requires replacement of any and all defective or worn parts due to normal usage.

The warranty should include a regular maintenance visit by the supplier/manufacturer’s factory-trained technician. Regular maintenance schedule includes a minimum of one site visit after installation in the first year. During this warranty period, replacement parts, labor, transportation, lodging and other associated repair and maintenance costs incurred by this visit are paid by the supplier/manufacturer.

During this warranty period, the Vendor may invoice University the cost of replacement of any parts and associated costs, including labor, shipping, transportation and lodging, or the cost of repair of existing parts if such failure or damage to parts is caused by improper usage or operation or by improper environmental conditions as specified by the supplier/manufacturer, including temperature, humidity, electrical supply, or damages due to accidents or acts of nature.

The RFP should include a specified amount for an additional annual maintenance contract for each system to be guaranteed for the three years following the one year of warranty. University can then determine whether to contract for annual maintenance and budget for those guaranteed expenses.
5.3 **Specifications: Brand Name or Acceptable Alternate.**

Where in these specifications reference is made to materials, trade names, catalog numbers or articles of certain manufacture, it is done for the sole purpose of establishing a basis of a comparable standard of quality, performance, characteristics desired and is not intended to limit or restrict competition. It shall be understood that such method of specification description is not intended to exclude other processes, similar designs, or kinds of materials, but is intended solely as a means of establishing a standard of comparison to be utilized for solicitation evaluation purposes. Other material or product may be used, if in the sole opinion of the University, they are equal in durability, quality and of a design in harmony with the intent of these specifications. Such other material or product which is substantially equivalent to those specific brand(s) specified shall qualify for solicitation evaluation and award consideration by the University. The University reserves the right to reject any substitute material or product which, in its opinion, does not meet the standard of quality established by reference in these specifications and is not considered an acceptable alternate for the intended use and purpose. The burden of proof as to meeting the requirements of these specifications shall be the responsibility of the submitting vendor. Such proposer(s) who is offering any material or product other than the item(s) specified herein must submit with their solicitation response catalogs cuts and detailed specifications which will completely describe the item(s) on which they are offering for an acceptable alternate determination by the University. Where the proposer proposes to substitute a material or product which is not known to the University, he/she shall be prepared to submit samples on request for the University’s inspection and evaluation. The cost of transportation, both ways, of such samples shall be borne by the submitting proposer.

The referenced specifications cover installation of a complete fulldome digital projection system, LED cove lighting, audio system, seating and all other equipment/systems needed to meet complete planetarium functionality.

5.4 **Furnish and Install.** The items specified in this solicitation will be provided on a furnished and installed basis. The Successful Vendor shall have the complete responsibility for the items or system until it is in place and working. Any special installation preparation and requirements must be submitted to the University. All transportation and coordination arrangements will be the responsibility of the Successful Vendor. Delivery of equipment will be coordinated so that items or system will be delivered directly to the installation site. This effort will minimize risk of damage and avoid double handling.

5.5 **Detailed Pricing.**

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pricing for the outright purchase of equipment</td>
<td></td>
</tr>
<tr>
<td>Warranty</td>
<td></td>
</tr>
<tr>
<td>Travel related expenses</td>
<td></td>
</tr>
<tr>
<td>Total cost of Installation</td>
<td></td>
</tr>
<tr>
<td>Shipping</td>
<td></td>
</tr>
<tr>
<td>Total Cost of Equipment/Software</td>
<td></td>
</tr>
</tbody>
</table>

Pricing for the 24 month financing option $__________

Pricing for the 36 month financing option $__________
RFP prices must include all costs; to include total cost of hardware/software, travel related expenses, cost of installation and shipping. There should not be any additional charges once RFP is accepted unless University makes a change order.

5.6 Method of Payment & Discount for Early Payment. The University’s preferred method of payment is via credit card. The University would issue a Purchase Order and upon receipt of goods or services, pay subsequent invoices by credit card.

Will you accept payment via credit card? Yes _____ No _____

Do you offer an early payment discount? Yes _____ No _____

If yes, what is your offer? _____ % if paid within _____ days after the University receives a proper, accurate and uncontested Invoice for Payment.

If payment via credit card is accepted and an early payment discount is offered, would the University receive the discount if paying by credit card? Yes _____ No _____

5.7 References. Vendor to provide five (5) customer references, from comparable institutions for similar products or services specified in this RFP, including the names and telephone numbers of the contact persons.

5.8 Potential Add-ons (price separately)

LED Cove Lighting
Vendor should provide information on LED cove lighting that should include red, blue, and green colors for mixing of a multitude of colors with fine step control from 0% to 100%.

There must be a manual control for basic fade up and down of each color of cove lights should computer not function. It is desirable to have a master manual control dimmer to fade all three colors at one time with one control.

Cove lights must be programmable through fulldome digital system commands or other computer control system so as to be controlled during automated programs. It is highly desirable that the cove lights be programmable in individual segments (such as one foot lengths) to create effects on the dome in addition to general lighting.

The cove light segments should be small enough so as to allow programming of small areas of color.

There must be either white LED cove lighting or other bright white light fixtures specified to provide bright, non-glaring work light within the interior of the star theater.

The cove lights should still be able to function manually if the fulldome digital system is not working.

Vendor should provide any infrastructure needed to mount lighting system to planetarium dome, to meet environmental and structural aesthetics as specified by University.

It is understood that the fulldome vendor will likely sub-contract this to a third party vendor.

Seating
Vendor should provide information on seating suitable for planetarium and classroom use, with the ability to recline with angle adjustment depending on position in dome. Seats will have headrests and armrests, and those next to ADA accessible areas will have removable armrests. Seating layout will be coordinated between University and Vendor but will generally follow a uni-centric pattern with slight curvature. Seating quantity is currently set at 165. Removable seating is desired for certain areas, quantity TBD. It is understood that the fulldome vendor will likely sub-contract this to a third party vendor.

**Console**
Vendor should provide specifications and design (based on University criteria) for a control console that will allow for operator control of planetarium programs. Console will allow for all necessary controls of fulldome projection, audio system, lighting, automation, PA, future optical star projector, etc.

**Production Workstation**
It is requested that a proposal for a production workstation be included with the RFP response. This workstation should include sufficient computer power and storage to produce a 35 minute fulldome digital program. The recommendation should include software and a bid price.

**A/V System Upgrade**
Vendor should provide a solution with specifications for upgrading audio/visual capabilities of the planetarium. This will allow for special events providing microphone/audio and video camera feeds to PA and video projector systems both within and outside of the planetarium. It is understood that the fulldome vendor will likely sub-contract this to a third party vendor.

6.0 **CERTIFICATIONS AND FORMS** (Vendor to complete and return with proposal)

6.1 **Certification of Proposal**

6.2 **Legal Workers Certification** (Required for all Contracts for: Services; Construction or Maintenance of Structure, Building or Transportation Facility; or Improvements to Real Property costing $50K and over)
6.1 Certification of Proposal (vendor to complete and return with proposal)

Explanation. This certification attests to the vendor’s awareness and agreement to the content of this RFP and all accompanying provisions contained herein.

Action. Vendor is to ensure that the following certificate is duly completed and correctly executed by an authorized officer of your company.

This proposal is submitted in response to Request for Proposals #L131411 issued by the University of Arizona. The undersigned, as a duly authorized officer, hereby certifies that ____________________________ (Vendor Name), located at ____________________________ (address), agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions and provisions of the referenced Request for Proposals (RFP) and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal shall remain in effect for a period of ninety-(90) calendar days as of the Due Date for responses to the RFP.

The undersigned certifies that to the best of his/her knowledge: (check one)

☐ There is no officer or employee of the University of Arizona who has, or whose relative has, a substantial interest in any Contract award subsequent to this proposal.

☐ The names of any and all public officers or employees of the University of Arizona who have, or who’s relative has, a substantial interest in any Contract award subsequent to this proposal are identified by name as part of this submittal.

The undersigned further certifies that their firm (check one) ☐ IS or ☐ IS NOT currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the University of any change in this status, should one occur, until such time as an award has been made under this procurement action.

The Undersigned further certifies that your business (check the appropriate areas) ☐ does or ☐ does not meet the Federal (S.B.A.) Small Business definition (FAR 19.001) and size standards (FAR 19.102). If it does, please “CHECK” one of the following: ☐ Small Business ☐ Small Disadvantaged ☐ Small Business Women-Owned ☐ Women-Owned Disadvantaged ☐ Veteran owned ☐ HUB Zone ☐ Disabled Veteran Owned ☐ Alaska Native Corp. ☐ Historically Black Colleges and Universities and Minority Institutions

Arizona Small Business (has less than 100 fulltime employees, including employees employed in any subsidiary or affiliated corporation) please “CHECK one of the following: ☐ AZ. Small Business ☐ AZ. Women Owned ☐ AZ Disadvantaged ☐ AZ Disadvantaged Women-owned.

The undersigned further certifies that as a duly authorized officer, is authorized to negotiate in good faith on behalf of this firm for purposes of this Request for Proposals.

Name: __________________________________________ Title: ________________________________

Signature: __________________________________ Date: ________ Email: __________

Telephone #: ______________ Facsimile #: ______________ F.E.I.N: ______________
6.2 LEGAL WORKER CERTIFICATION

Required for all Contracts for: Services; Construction or Maintenance of any Structure, Building or Transportation Facility; or Improvements to Real Property costing $50K and over.

Date: _____________________

Procurement and Contracting Services
University of Arizona
PO Box 210300Tucson, AZ 85721-0300

As required by Arizona Revised Statutes §41-4401 the University is prohibited after September 30, 2008 from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214-A. The undersigned entity warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the employment verification pilot program as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors to provide the same warranties to the below entity.

The undersigned acknowledges that a breach of this warranty by the below entity or by any subcontractor(s) under any Contract resulting from this solicitation shall be deemed a material breach of the Contract and is grounds for penalties, including termination of the Contract by the University. The University retains the right to inspect the records of the below entity, subcontractor(s) and employee(s) who perform work under the Contract, and to conduct random verification of the employment records of the below entity and any subcontractor(s) who perform work under the Contract, to ensure that the below entity and each subcontractor is complying with the warranties set forth above. Contractor shall be responsible for all costs associated with compliance with such programs.

_________________________________________  __________________________________________
(Firm)  (Address)

_________________________________________  __________________________________________
(Signature Required)  (Phone)

_________________________________________  __________________________________________
(Print Name)  (Fax)

_________________________________________  __________________________________________
(Print Title)  (Federal Taxpayer ID Number)

(November 3, 2009)