



UNIVERSITY OF OKLAHOMA
PURCHASING DEPARTMENT
2750 VENTURE DRIVE
NORMAN, OK 73069
TELEPHONE: (405) 325-2811

Request for Proposal for a DAS at Gaylord Family Oklahoma Memorial Stadium

RFPNO R10052-10

ISSUED 09/15/09

CLOSING DATE 11/20/09

CLOSING TIME 2:00 PM CST

Request for Proposal to the Board of Regents of the University of Oklahoma (OU) for a DAS at Gaylord Family Oklahoma Memorial Stadium.

Note: ***If your company will not be responding, please notify Purchasing and no further addenda will be sent. See original Request for Proposal for Purchasing contact name, telephone and fax numbers for this Solicitation.***

ADDENDUM # 2 DATED 11/02/09

This addendum is issued to answer questions that have been emailed to me over the last month:

Q: If possible, can you share the carrier name and the amount they are paying for each campus location?

A: We cannot give the carrier names without an open records request; however we can estimate the payment for each location at \$15,000.00 annually.

Q: Can you estimate how many times per year the stadium is used and average attendance for those events?

A: 12 to 15 events a year, with 6 or 7 football home games that average 85,000. The other 6 to 8 events would have a wide range of attendance (i.e. 20,000 to 60,000).

Q: The combination of provisions scattered throughout the RFP that would: a) obligate the successful bidder to offer the same prices and terms to all other Oklahoma public colleges and universities; b) require use of a very short term contract and c) give the University the means to acquire the DAS system once installed need to be addressed. We need to understand whether the University is going to take a rigid stance with respect to these provisions?

For questions regarding this Addendum contact:

Allen Cook, IT Procurement Manager email: atcook@ou.edu



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A: a) The most important factor related to this question is that we want the rest of the state institutions to be able to use this RFP as a vehicle to purchase not necessarily a guarantee on price. We do not expect the pricing that a potential vendor would extend to us to be the same across the board with respect to other venues. b) We are very flexible with respect to length of term. Our expectations are that a 5 to 15 year term be used, but if a longer term is needed we will accept those responses as well. c) This is a term that we would like to explore, however we will be lenient if this is not a typical business practice.

Q: Is this RFP for the stadium only or for the stadium and other facilities?

A: With regards to this RFP, it is for the stadium only, however we would like the contract to be flexible enough to cover other areas of the University if needed in the future.

Q: Is a performance bond required?

A: Yes upon award we will ask for a performance bond for the life of the construction phase of the DAS. A performance bond will not be required as part of the RFP submission.

Q: The RFP states that it is the legal binding document, and it does not cover other terms that we would like addressed. Can a vendor respond accepting the terms of the RFP and include the vendor's typical terms and conditions for a DAS system?

A: Yes, this is our desired response. The terms in the RFP will need to be accepted, but we realize that it does not cover some terms that are unique with this project. We will take into account the vendor's typical terms and conditions when making a decision.

Q: Section 4.1.10 would give the University the unilateral right to resolve a dispute. Is this the intent of the University?

A: Yes, this section is a form of protection for the University and the State of Oklahoma; we will not accept third party dispute mediators (arbitration provisions are a waiver of sovereign immunity under Oklahoma Governmental Tort Claims Act).

Q: Section 4.15 and section 4.17 are also written in a unilateral manner. Is the University insisting on limiting their liability?

A: Yes, per Article 10, Sections 15 and 23 of the Oklahoma Constitution, the University cannot agree to indemnify or hold harmless the other party.

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