

**THE UNIVERSITY OF OKLAHOMA
PURCHASING DEPARTMENT
2750 VENTURE DRIVE
NORMAN, OK 73069**



REQUEST FOR PROPOSAL

RFP# R10052-09

**DAS at the Gaylord Family Oklahoma Memorial
Stadium**

Issue Date: 09/15/09

Close Date/Time: 11/20/09

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For questions regarding this Request for Proposal contact:

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1.0 SCOPE OF WORK

1.1 Summary

The Board of Regents of The University of Oklahoma (University) invites interested Suppliers to submit Proposals to furnish the University with a Distributed Antenna System (DAS) for the University of Oklahoma Gaylord Family Memorial Stadium. This DAS will provide reliable and interference-free voice and data coverage for the University of Oklahoma Gaylord Family Memorial Stadium and, at the University of Oklahoma's option, other facilities in the future.

1.2 Coverage and Participation

Campus locations or University Components are listed in the table below. It is possible that coverage is intended for all or some of these locations or components. The University reserves the right to add and/or delete elements, or to change any element of the coverage and participation at any time without prior notification and without any liability of any kind or amount.

| University Component |
|---|
| Main University – Norman |
| Center for Graduate Studies – Tulsa |
| OU Health Sciences Center (OUHSC) – Oklahoma City |
| OU – Tulsa Campus |
| OUHSC Nursing Program – Lawton |
| OUHSC Family Medicine Clinic – Enid |
| OUHSC College of Medicine – Tulsa |
| George Nigh Rehabilitation Institute – Okmulgee |

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2.0 GENERAL INFORMATION AND INSTRUCTIONS

2.1 University Demographics

Created by the Oklahoma Territorial Legislature in 1890, the University of Oklahoma is a doctoral degree-granting research university serving the educational, cultural, economic and health-care needs of the state, region and nation. The Norman campus serves as home to all of the university's academic programs except health-related fields. Both the Norman and Health Sciences Center colleges offer programs at the Schusterman Center, the site of OU-Tulsa. The OU Health Sciences Center, which is located in Oklahoma City, is one of only four comprehensive academic health centers in the nation with seven professional colleges. OU enrolls more than 30,000 students, has more than 2,400 full-time faculty members, and has 20 colleges offering 158 majors at the baccalaureate level, 167 majors at the master's level, 81 majors at the doctoral level, 26 majors at the doctoral professional level, and 24 graduate certificates. The university's annual operating budget is \$1.46 billion. The University of Oklahoma is an equal opportunity institution. (2/6/09)

- OU ranks number one in the nation among all public universities in the number of National Merit Scholars enrolled per capita.
- The Princeton Review has ranked OU among the best in the nation in terms of academic excellence and cost for students.
- OU's 2008-2009 freshman class is the highest ranked freshman class at a public university in state history.
- OU has over a \$1.5 billion impact on the state's economy each year.
- OU ranks first in the Big 12 and at the top in the nation in international reciprocal exchange agreements with universities around the world. The University has 174 student exchange agreements with universities in 66 countries. More than 1,500 students from almost 100 countries are enrolled on OU's Norman campus.
- OU produced its 27th Rhodes Scholar last year ranking it highly among public institutions nationwide in the total number of Rhodes Scholars.
- OU is among the top universities in the nation in Goldwater Scholarship for math and science winners, with 12 in the past four years.
- OU is one of the few public universities in the nation to cap the class size of first-year English composition courses at no more than 19 students as well as all Honors Courses.
- OU ranks in the top 10 in the nation among most wired colleges, one of only a few universities to achieve the ranking two years in a row.
- OU's business entrepreneurship program ranks among the 10 best in the United States.
- OU's Campaign for Scholarships has allowed the university to double new scholarships for students in just four years.
- The Campaign for Scholarships is continuing, and in March 2008 surpassed its goal of raising \$100 million for endowed scholarships. To date, almost \$115 million in scholarship endowments have been donated or pledged.
- OU has increased from 100 to 539, the number of endowed faculty positions in the past 13 years, demonstrating a strong commitment to excellence.
- OU continues to break private fund-raising records, with more than \$1.4 billion in gifts and pledges since 1994, which has provided funding for dramatic capital improvements, the growth in faculty endowment and student scholarships.
- OU has the academically highest ranked student body at a public university in Oklahoma.
- In the past two years, OU's petroleum engineering team won back-to-back national championships in the "PetroBowl" Competition.
- Since 1994, research and sponsored programs expenditures at OU have more than doubled, and OU continues to set new records for funding for externally sponsored research. OU ended FY 2008 with total expenditures of more than \$275 million.
- The OU Health Sciences Center in FY 2008 continued its impressive rate of sponsored research, training, and public service growth by achieving more than \$141 million in federal, state, corporate and nonprofit or foundation grants and contracts. Funding from the National Institutes of Health – considered to be the gold standard for research – was \$51 million.
- Since 1995, almost \$1.5 billion in construction projects have been completed, are under way or are forthcoming on OU's three campuses, the largest of which is the \$67 million National Weather Center.
- OU is home to one of the two largest natural history museums in the world associated with a university. The Sam Noble Oklahoma Museum of Natural History has more than 7 million artifacts and contains 195,000 square feet on 40 acres of land. The museum exhibits include the largest Apatosaurus on display in the world and the oldest work of art ever found in North America — a lightning bolt painted on an extinct bison skull.
- The Fred Jones Jr. Museum of Art's collections total more than 10,000 works of art, including OU's Weitzenhoffer Collection of French Impressionism, the single most important gift of art ever given to a U.S. public university; the Adkins Collection, among the most important private collections in the nation of works by the Taos artists as well as Native American works of art; the former U.S. State Department Embassy art collection; and the Dorothy Dunn collection of Native American art.
- OU's Western History Collection is one of the largest collections in the world of documents and photographs, including a rare multivolume portfolio on the Indians of the United States and Alaska by Edward S. Curtis.

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- Set to open in 2010, the OU Cancer Institute is on track to become Oklahoma's first and only National Cancer Institute-designated comprehensive cancer center. Achieving this designation, the gold standard for cancer research and care in the United States, means that Oklahomans will no longer need to travel 450 miles out of state for comprehensive, state-of-the-art cancer care.
- The University of Oklahoma has established a comprehensive diabetes center with operations on the OU campuses in Oklahoma City and Tulsa to provide statewide leadership in diabetes treatment, research, prevention, information, education and awareness. The Harold Hamm Oklahoma Diabetes Center provides access to the latest developments in diabetes care and management through the clinical trials hosted by the center.
- A major beautification campaign has transformed the appearance of the OU Health Sciences Center in Oklahoma City. The project replaced a divided highway through campus with seven tiered gardens featuring traditional OU arches at each end. The pedestrian walkways landmarks include an OU Seed Sower sculpture at the west end, a clock tower at the east end, and a 70-foot granite fountain in the center.
- OU has strong programs in international and area studies, with an International Programs Center led by Zach P. Messitte, a foreign policy expert with a doctorate in international politics whose experience includes working for the United Nations and CNN.
- For the outdoor improvements to the Norman campus — gardens, fountains, sculptures, benches — the University of Oklahoma has won first place in the education category for Beautification and Landscaping in the statewide environmental competition. Gifts of over \$3 million have permanently endowed OU's gardens.
- With nearly 400 doctors, OU Physicians is the state's largest physician group. Our practice encompasses almost every adult and child specialty. Many OU Physicians have expertise in the management of complex conditions that is unavailable anywhere else in the state, region or sometimes even the nation. Some have pioneered surgical procedures or innovations in patient care that are world firsts.
- About 125 of OU Physicians' doctors are OU Children's Physicians. These board-certified pediatric specialists committed their training and, now, their practices to the care of children. Many children with birth defects, critical injuries or serious diseases who can't be helped elsewhere come to OU Children's Physicians. Oklahoma doctors and parents rely on OU Children's Physicians depth of experience, nationally renowned expertise and sensitivity to children's emotional needs.
- The University of Oklahoma maintains one of the three most important collections of early manuscripts in the history of science in the United States. It includes Galileo's own copy of his work, which first used the telescope to support the Copernican theory, with corrections in his own handwriting.
- The University of Oklahoma Libraries has added its 5 millionth volume, continuing a commanding lead as the state's largest research library and claiming one of the top two spots in size among Big 12 libraries.
- OU's Julian P. Kanter Political Commercial Archive houses the world's largest collection of political commercials. With more than 95,000 commercials, the archive includes political advertisements dating back to 1936 for radio and 1950 for television.
- The highly acclaimed journal of international literature, *World Literature Today*, is published at the University of Oklahoma.
- OU is home to the Neustadt International Prize for Literature, considered to be second in prestige only to the Nobel Prize and often referred to as the "American Nobel." Twenty-six Neustadt laureates, candidates and jurors have won the Nobel Prize in the past 38 years.
- The OU Cousins program matches U.S. and international students to share informal and social experiences. Students may volunteer to live on international floors with half of the residents from the United States and half from other countries.
- Dance Magazine places the OU School of Dance in the top three of all dance programs in the country.
- OU's 271-acre Research Campus is anchored by the Stephenson Research and Technology Center, where cutting-edge research into life science fields ranging from robotics to genomics studies is taking place, and the National Weather Center, which houses OU's academic and research programs in meteorology and the National Oceanic and Atmospheric Administration's Norman-based weather, research and operations programs.
- OU's largest supercomputer debuted as the fastest in the Big 12 and in Oklahoma history and among the top four among U.S. universities (excluding the big three National Science Foundation supercomputing centers).
- Since its creation in 1998, OU's Office of Technology Development has created 36 companies that have generated more than \$84 million in capital, more than \$10 million in cash and more than \$30 million in current estimated equity value for the university. In addition, the companies have created in excess of 150 jobs, which pay on average nearly twice the median household income in Oklahoma.
- OU's debate team made history in winning the tournaments at Harvard, Northwestern and Wake Forest, in addition to the National Intercollegiate Debate Championship.
- OU's College of Education continues to be ranked in the top 10 percent of all graduate colleges of education by U.S. News & World Report.
- The OU College of Law had a bar passage rate of 97 percent in 2008, which placed OU among the very best in the nation.
- A major building project has doubled the size of the Law Center, refurbishing classrooms and creating a new library, a cutting-edge courtroom, and expanded student lounge and office facilities.
- OU President David Boren, a former U.S. senator and governor of Oklahoma, teaches an introductory course in political science each semester, and keeps in close touch with students.

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- OU has one of the oldest comprehensive colleges of fine arts in the Great Plains states, with highly regarded schools of Music, Drama, Art and Dance, and programs in opera, musical theater, and sculpture.
- OU has won awards for new initiatives to create a sense of family and community on campus. OU is one of the very few public universities to twice receive the Templeton Foundation Award as a “Character Building College” for stressing the value of community.
- The University of Oklahoma has consistently been designated as one of America’s 100 Best College Buys by Institutional Research & Evaluation, an independent higher education research and consulting organization.
- OU has established a faculty-in-residence program with faculty members and their families living in apartments in the student residence halls.
- Price College is ranked as one of the nation’s top business schools at the undergraduate and graduate levels. Price College ranks in U.S. News & World Report’s top 50 in undergraduate business schools and in the top 15 in undergraduate business specialties for international business.
- OU is one of a small number of Division I-A universities in the nation to receive the CHAMPS award for preparing student-athletes for life. The award is based on academic excellence, athletic excellence, personal development, community service and career development.
- The Oklahoma Daily, OU’s student newspaper, and Sooner yearbook are consistently ranked among the best in the country.
- More Native American languages are taught for college credit at OU than at any other university in the world.
- The Gaylord College of Journalism and Mass Communication at OU is home to the Native American Journalists Association, the oldest and largest international organization for indigenous journalists.
- OU has been recognized as an outstanding university for Hispanic students by Hispanic Outlook in Higher Education magazine.
- The Carl Albert Congressional Research and Studies Center — the only congressional studies center located at a comprehensive research university — houses the papers of more than 50 current and former members of Congress, making it the nation’s leading research center for congressional studies.
- OU’s journalism and mass communication school was elevated to college status, thanks to a \$22 million gift from Edward L. Gaylord on behalf of the Gaylord family of Oklahoma City.
- The OU Health Sciences Center is one of only four comprehensive academic health centers in the nation with seven professional schools. It includes the colleges of Allied Health, Dentistry, Medicine, Nursing, Pharmacy, Public Health and Graduate Studies.
- The Donald W. Reynolds Department of Geriatric Medicine, established at the OU Health Sciences Center with an \$11.2 million grant from the Reynolds Foundation, is one of the premier programs in education, research and service to elders.
- OU is the only public university in Oklahoma to be included in the Fiske Guide to Colleges, which lists the top 10 percent of all U.S. universities.
- The Department of Communication’s doctoral program is ranked among the top 20 programs in the country.
- The University frequently hosts national and international scholars and policymakers during major national conferences and symposia. Over the past few years, guests have included former President George Bush; former U. S. Secretary of State Colin Powell; New York City Mayor Michael Bloomberg; former Vice President Al Gore; presidential historian Michael Beschloss; U.S. Supreme Court Justice Stephen Breyer; former British Prime Minister Margaret Thatcher; Nobel Peace Prize winner Archbishop Desmond Tutu; former President of Mexico Vicente Fox; and award-winning broadcast journalist Katie Couric.
- OU’s A. Max Weitzenhoffer Musical Theatre Program is one of the very few university programs in the nation that provides students an opportunity to be in the same cast with professional Broadway actors in brand-new productions.
- The OU Press is the oldest in the Great Plains states and ranks among the 20 most important university presses in the United States. It is a leading publisher of books about Native Americans and the American West.
- The OU College of Law publishes the only law journal in the United States devoted exclusively to Native American legal issues.
- OU finished among the top 25 eight times in the last nine years in the U.S. Sports Academic Director’s Cup Standings, which measures the overall strength of each Division I-A athletics program.
- A \$50 million gift from the George Kaiser Family Foundation – the largest single gift the university has ever received – will help create the OU School of Community Medicine. The school’s mission will be to improve the overall health status of underserved Oklahoma areas, both rural and urban, through community-based medicine.
- In 1999, a \$10 million grant to OU from the Charles and Lynn Schusterman Family Foundation of Tulsa supported the purchase of the BP Amoco property in Tulsa, enabling OU to establish a new community-based campus for the University’s Tulsa programs.
- In 2003, the Schusterman Family underlined their support of OU in Tulsa with the announcement of a \$10 million challenge grant for OU-Tulsa that will be used to help complete the first phase of the campus master plan for the Schusterman Center and will allow OU-Tulsa to expand degree programming in key areas.

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- First- and second-year students receive outstanding instruction and mentoring under a program that brings over 50 retired full professors back to campus to teach their introductory courses.
- OU's Center for Continuing Education is one of the largest in the nation and serves 200,000 learners around the world.
- The OU Sooners have won 26 national championships in men's and women's sports with the latest coming in 2008 when the men's gymnastics team won its fifth title in seven years.
- More than 80 Sooner student-athletes earned Academic All-Conference honors, and a total of 10 teams recorded team GPAs of 3.0 or better.
- More than 200 Sooner student-athletes were named to the Big 12 Commissioner's Honor Roll. A total of 69 OU student-athletes recorded a 4.0 GPA.
- The Athletics Department became just the second Division 1 winner of the Prism Award, recognizing best practices in sports management.

2.2 Attention to Terms and Conditions

Suppliers are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions section of this RFP.

2.3 RFP Evaluation Criteria

The evaluation of each Response to this RFP will be based on its overall competence, compliance, format, and organization. Pricing will be a criterion, but not necessarily the one receiving the most weight.

2.4 Schedule of Events

The following schedule will apply to this RFP, but may change in accordance with the University's needs.

| | |
|----------|---|
| 09/15/09 | Issue RFP |
| 09/28/09 | Suppliers Visit University Site / Pre-Proposal Conference |
| 11/20/09 | RFP Closes at 2:00 PM, CST |
| 12/04/09 | Complete Evaluations |

2.5 Supplier Visits to University Site

Interested Suppliers should visit the site prior to submitting Proposals and acquaint themselves with the conditions under which the work must be performed. **The site visit is encouraged and will take place on September 28th, 2009, 2:00PM CST. The site visit will start at gate 4 (the North-West corner of the Gaylord Family Oklahoma Memorial Stadium). Notification of attendance or nonattendance must be made to the contact listed below.**

| Name | E-Mail |
|------------|--|
| Allen Cook | atcook@ou.edu |

2.6 Accommodations for People with Disabilities

If the Supplier or any of the Supplier's employees participating in this RFP need, or have questions about the University's accommodations for people with disabilities, please make arrangements with the contact listed below.

| Name | E-Mail |
|------------|--|
| Allen Cook | atcook@ou.edu |

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2.7 Performance Bond, Insurance or Similar Requirement

Suppliers should read the Terms and Conditions closely to determine whether a performance bond or similar requirement is indicated by this RFP. If so, such bond shall be issued to the Board of Regents of the University of Oklahoma and that complete and competent evidence of such coverage must be provided to the University in the Supplier's Proposal package.

2.8 Electronic and Information Technology Accessibility in Accordance with Section 508 of the Rehabilitation Act of 1998, as Amended. (Pursuant to Title 74, Section 85.7d and OAC 580:15-6-22)

All electronic and information technology procurements, agreements, and contracts shall comply with Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of State Finance.

If this document does not meet your accessibility requirements, please contact Allen Cook at (405) 325-4704 and appropriate accommodations will be made.

2.9 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

To the extent applicable to this Request for Proposal, Supplier agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC§ 1320d through d-8 ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements." Supplier agrees to enter into any further agreements as necessary to facilitate compliance with HIPAA.

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3.0 DEFINITIONS

Request for Proposal (RFP) - A competitive negotiation process. It is not to be confused with an Invitation to Bid (ITB), 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 a mutually agreeable relationship. Price is considered, but is not the only factor of evaluation.

Supplier - For purposes of this RFP, "Supplier" 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 in the section titled "Detailed Specifications."

Successful Supplier - Any Supplier 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.

Respondent - Same as Supplier.

Provider - Same as Supplier.

CST – Central Standard Time

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

Proposal - The entirety of the Supplier's Responses to each point of this RFP, including any and all supplemental offers or information not explicitly requested within this RFP.

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.

Response - Same as Proposal.

Supplier's Proposal - Same as Proposal.

Supplier's Response - Same as Proposal.

University - For purposes of this RFP, the scope of the term "University" is described in the paragraph titled "Scope" within the section titled "Terms and Conditions."

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4.0 TERMS AND CONDITIONS

4.1 Terms and Conditions for the Resulting Contract

4.1.1 Contractual Force and Effect

The following terms and conditions establish the University's rights and expectations with respect to the goods and/or services sought hereunder. Unless otherwise specifically proposed by the Supplier, each term or condition herein shall, upon award by the University, have the force and effect of a contractual understanding between the University and each Successful Supplier. The University may pursue any remedy legally available to it in the event the Supplier breaches or violates any such term or condition.

4.1.2 Contract Term (if applicable)

The University reserves the right to set, and so sets, the intended contract term at a period not to exceed one (1) year, beginning January 01, 2010 and ending June 30, 2010. Provided however that the University, as an agency of the State of Oklahoma, is prohibited from committing or otherwise obligating funds beyond the end of the then-existing fiscal year (June 30). Accordingly, the University shall have the option to terminate any contract at any time upon 30 days notice and to renew any contract awarded under this RFP for up to four (4) additional one-year period beyond the first year, one year at a time, in sequence. Further, the University reserves the right to negotiate with the Supplier any additional contracts that would start prior to the intended expiration date, and/or has the option to extend the intended expiration date.

4.1.3 Performance Bond, Insurance or Similar Requirement

At its discretion or as mandated by law, ordinance, or regulation, the University may require the Supplier to post a performance bond in an amount set by law or at the University's discretion, as applicable; and so requires under this RFP in an amount to be not less than \$100,000. The University, at its discretion, may consider and accept, without any obligation to do so, alternate amounts and/or instruments proposed by Suppliers (for example, an interest bearing escrow account).

4.1.4 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.

4.1.5 Contract Status

The University may hold each Supplier's Response to this RFP as a legal offer to contract. If the University formally accepts such offer, a contractual relationship shall be deemed to exist and the University will so communicate to each Successful Supplier by issuing a notice of award.

4.1.6 Terms and Conditions of Resulting Contract are Incorporated by Reference

The specifications, terms, and conditions set forth in this RFP and any related award document shall be incorporated by reference without Supplier exception into any resulting contract between the University and any Successful Supplier.

4.1.7 Contract Format

The award notice will be a contract in the form of a document package comprising:

- All specifications, terms, conditions, and other particulars addressed by this RFP, whether in its original form or as amended by addenda;
- Each Successful Supplier's Responses, affidavits, certifications, and other information provided hereunder;
- The results of any final negotiations on those matters eligible for negotiation; and
- Any additional agreements and/or stipulations.

4.1.8 Conflicting Provisions

Under no circumstance shall any provision be effective if it is later found to be in conflict with state statute or other superior directive. In the event of a conflict between or among any provision contained in the resulting contract, such conflict shall be resolved in the following order, most effect to least effect.

1. Original RFP
2. Negotiations on those matters eligible for negotiation
3. Additional agreements and/or stipulations
4. Supplier's Proposal

4.1.9 Discrepancies between Numbers and Words

In the event of a discrepancy between information written in numbers and the same information also written in words, the information written in words shall govern.

4.1.10 Settlement of Contract Disputes

In the event of dispute, doubt, or difference of opinion as to any matter related to any contract resulting from this RFP, the University reserves the right to select a ranking University executive officer to render a decision. Such decision shall be final and binding on all parties to the contract.

4.1.11 Termination for Default / Show Cause Letter / Certain Remedies

The University may terminate a contract resulting from this RFP, for reason of the Supplier's default, if conditions including but not limited to those described in the following list come into being.

- The Supplier is adjudged bankrupt, makes a general assignment for the benefit of the Supplier's creditors, or a receiver is appointed on account of the Supplier's insolvency.
- The Supplier persistently or repeatedly refuses or fails to perform any of the provisions of the contract; or so fails to make progress pursuant to the contract's terms; or so fails to meet any delivery dates that may be specified in the section titled "Detailed Specifications," except when extensions may be granted to carry on as required by the contract.
- The Supplier persistently or repeatedly refuses or fails to make prompt payment to subcontractors.
- The Supplier persistently or repeatedly disregards laws, ordinances, or the instructions of any duly authorized representative of the University
- The Supplier otherwise commits a substantial violation of any provision of the contract.

The University may, in its sole discretion and without prejudice to any other right or remedy either terminate the contract or deliver to the Supplier a letter citing the instances of noncompliance and directing the Supplier to show cause why the contract should not be

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terminated (Show Cause Letter). The Supplier shall have ten (10) days to reply to the Show Cause letter and indicate why the contract should not be terminated. The Supplier shall then have thirty (30) days to cure the noncompliance cited in the Show Cause Letter. If the noncompliance is not cured within thirty (30) days, the University may negotiate a schedule to terminate the contract. In the event all or any part of the contract is terminated, the University may take possession of any and all materials and finish the contract by whatever methods the University may deem expedient. In such case, the Supplier shall not be entitled to any further payment until the contract is finished. The Supplier shall be liable for any excess costs incurred by the University to perform the balance of the contract. The rights and/or remedies of the University under these terms and conditions are not exclusive but are in addition to any other rights and/or remedies provided by law or the contract. The University reserves the right to refuse to consider Proposals received from the Supplier in Response to RFPs that the University may issue in the future.

4.1.12 Contract Modification

No change or modification to a contract resulting from this RFP shall take effect until all parties have agreed in writing to such change or modification.

4.1.13 Contract Assignment or Sublet

No Successful Supplier shall assign, transfer, or sublet, either in whole or in part, any contract resulting from this RFP, without prior written University approval.

4.1.14 Referencing of Orders

For each order issued against a contract 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.

4.1.15 No Waiver of Rights by the University

No delay or failure on the University's part to enforce any provision of this agreement shall constitute or be construed by any party as a waiver or limitation of the University's rights under any resulting contract.

4.1.16 Choice of Law and Venue

The resulting Contract, its validity, and disputes arising under it shall be governed by, construed, and enforced in accordance with the laws of the State of Oklahoma, without regard to its choice of law provisions. The parties agree that any legal action relating to this Contract shall be filed in a court of competent jurisdiction in the State of Oklahoma, to which jurisdiction and venue the parties expressly agree.

4.1.17 Hold Harmless

Any Successful Supplier who becomes a party to any contract resulting from this RFP shall observe and execute indemnity and hold-harmless obligations in Response to the conditions included in, but not limited to those described in the following list. The beneficiaries of such hold-harmless obligations shall be the State of Oklahoma and the Board of Regents of the University of Oklahoma, including its agents, employees, and officers. The hold-harmless obligations apply to all claims, demands, losses, judgments and actions that may arise from the conditions included in, but not limited to those described in the following list, and all expenses associated therewith. The hold-harmless obligations extend to such Supplier's subcontractors and agents and shall be documented in any agreement between or among such parties.

- Any injury or damage sustained by any person or property as a result of any act or omission by such Supplier.

For questions regarding this Request for Proposal contact:

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

Phone (405) 325-4704

- Any infringement by such Supplier of patents, trademarks, service marks, copyrights, or other forms of intellectual property.
- Any claim or amounts arising or recovered under Workers' Compensation law or any other law in consequence of any act or omission by such Supplier.

4.1.18 Actions of Supplier

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

4.1.19 Liens

Each Successful Supplier 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 Supplier.

4.1.20 Laws and Regulations

Suppliers 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. To the extent applicable by Okla. Stat. Ann. tit. 25, §1313, or Exec. Order No. 12989, 8 USCA §1324a (Feb. 13, 1996) as amended in 73 Fed. Reg. 33285 (June 6, 2008), Contractor certifies that it is registered with and participates in the Status Verification System ("E-Verify"). Further, in accordance with Okla. Stat. Ann. tit. 68, §2385.32, Contractor verifies that it and its employees are authorized to work in the United States in accordance with the employment authorization found in 8 U.S.C. §1324(a)(4). Supplier further agrees to affirm and certify in writing to the University in the event a contract between the University and the Supplier results from this RFP that sexual or violent offenders are prohibited and no Supplier, subcontractor or their employee is registered or required to be registered as a sex or violent offender under the Oklahoma Sex Offender Registry Act or the Mary Rippy Violent Crimes Offender Act.

4.1.21 Prior Course of Dealings

No trade usage, prior course of dealing, or course of performance under other contracts shall be a part of any contract 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 contract.

4.1.22 Availability to Other Colleges and Universities

In the event a contract between the University and the Supplier results from this RFP, the Supplier shall offer the same prices, terms, conditions, and all other particulars herein to all other institutions within the Oklahoma State Regents for Higher Education system. Provided however that the Supplier may apply fair and reasonable delivery cost adjustments to those institutions whose locations may be materially remote or proximate when compared to the delivery distances contemplated under this RFP.

4.1.23 Federal, State, and Local Taxes, Licenses and Permits

Suppliers are 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. Suppliers shall, at no expense to the University, procure and keep in force during the entire period of the contract all such permits and licenses and pay such taxes.

4.1.24 Payment in Advance of Receipt of Products or Services Prohibited

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As a state agency, the University is prohibited by statute from paying for products or services in advance. Payment provisions shall be in arrears, with late payment and interest calculated as provided by Oklahoma law.

4.1.25 Equal Employment Opportunity Requirements

In entering into a contract resulting from this RFP, the Supplier agrees to comply with Equal Employment Opportunity Affirmative Action requirements as stipulated in Executive Order 11246 as amended by Executive Order 11375 and all subsequent amendments and supplements thereto and superseding orders. The Supplier's failure to comply may result in Supplier disqualification and/or cancellation of award. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

4.1.26 Service related report as a result of this Request for Proposal

If Request for Proposal includes a requirement to provide a written proposal, report or study, per 74 Okl. Stat. 85.41 (F)(1), Supplier will certify the following in any resulting contract or award:

Supplier certifies it has not previously provided the University or any other Oklahoma state agency with a product that is a substantial duplication of the written proposal, report or study required in this Agreement.

4.1.27 Insurance Requirements

Successful Suppliers shall, prior to beginning any work under any contract that may result under this RFP, acquire and have in effect minimum insurance coverage as set forth in the following table. The said minimum amounts are not intended to limit and do not or reduce any Supplier's liability.

| Coverage Type | Minimum Amount |
|---|----------------|
| Workers Compensation | Statutory |
| Public Liability Insurance Bodily Injury: each person | \$1,000,000 |
| Property Damage: each person | \$1,000,000 |
| Per-Occurrence for All Claimants and Coverage | \$1,000,000 |

Successful Suppliers shall carry on their work in accordance with the requirements of the workers compensation law of the State of Oklahoma, and shall not reject the provisions thereof during the life of the contract. Successful Suppliers shall also protect themselves using liability insurance coverage against any and all claims for damages to persons or property which may arise out of operations under the contract, whether such operations be by the contractor, subcontractor, or anyone directly employed by either of them.

Prior to commencement of work under any contract that may result from this RFP; Successful Suppliers shall purchase and maintain property insurance coverage for the full insurable value of the property at the site of such work. If the policy evidencing such insurance coverage stipulates a deductible amount, Successful Suppliers shall pay the difference attributable to such deductible in any payments made by the insurance carrier on claims paid by such carrier. The University will not purchase insurance relative to this RFP unless otherwise stated herein.

Successful Suppliers shall file certificates of such insurance with the University, and such related coverage shall be subject to the University's approval.

4.1.28 Environmental Safety Requirements

All vendors providing products and/or services to the University shall comply with the provisions set forth in the following subparagraphs.

Vendors shall comply with all applicable Federal, State, and Local environmental, occupational, and safety statutes, regulations, and guidelines. Vendors will also obtain all

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permits required by these statutes and regulations. For example, the contractor shall file a notice of intent for storm water discharges with the Oklahoma Department of Environmental Quality if the project meets the permitting requirements.

Vendors shall be responsible for providing a training and education program for their employees which meets the requirements of the Federal Hazard Communication Standard (29CFR 1910.1200 or 29 CFR 1926.56) and/or the Oklahoma Hazard Communication Standard (Title 40, Sections 401-424) and the OSHA Blood borne Pathogen Standard (29 CFR 1910.1030), if applicable. Successful vendors shall submit proof of such training and education program prior to award.

Vendors shall not dispose of hazardous materials on University property or down sanitary or sewer drains, and shall not dispose of any materials, including water or wastewater, down storm drains.

All hazardous wastes generated by vendors are the responsibility and property of such vendors. Vendors shall dispose of them in an environmentally responsible manner and in compliance with all applicable laws and regulations.

Where biological or hazardous materials are used or transported by the vendor, the vendor is responsible for properly packaging and transporting the materials, providing appropriate training including spill response training for his/her employees, performing appropriate spill response activities when needed and notifying the appropriate regulatory agencies when required.

Vendors who encounter suspected asbestos-containing material (ACM) during the course of their work and who may disturb, contact, or damage the suspected ACM, must immediately stop work and contact the OU-Tulsa Environmental Health and Safety Office (EHSO), the OUHSC EHSO or OU ACM Remediation Services . That office will determine whether the material contains asbestos.

Vendors who use hazardous materials are responsible for notifying the appropriate EHSO in advance of the work and for providing Material Safety Data Sheets (MSDS) to the appropriate EHSO for those materials. Where University employees may be exposed to such materials, the contractor shall notify the appropriate EHSO and the affected University departments in advance of such exposures, and shall make every effort to minimize such exposures. Vendors/contractors shall minimize University employee exposures to dust, mold, paint odors, and other construction-related airborne hazards through the use of barriers and ventilation.

Any operation that has the potential to cause University employees to be exposed to noise levels in excess of OSHA allowable noise levels or hazardous substances in excess of OSHA allowable exposure limits shall be done after normal business hours and shall be scheduled 24 hours in advance with the appropriate EHSO.

Contractors performing hot work on OU property are responsible for having a company safety program that includes a hot work permit program. Contractors are responsible for performing hot work on OU property in a way that does not create hazardous conditions. Contractors performing hot work on OU-Tulsa or OUHSC campuses should provide a hot work permit to the EHSO prior to initiating hot work. Contractors performing hot work on the Norman campus should contact the University Fire Marshall.

Successful vendors shall ensure that any approved subcontractors comply with these requirements.

4.1.29 Recycled Materials

For questions regarding this Request for Proposal contact:

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

Phone (405) 325-4704

Oklahoma is an energy Conservation State and any comments are welcomed in your Proposal that would indicate energy savings.

4.1.30 Export Controlled Products

If Supplier's Proposal will include a product that is export controlled, a Response to the following questions should be included in the Proposal:

Is your product export controlled? _____

If yes, please state under what specific regulation. _____

Do you agree to mark it export controlled? _____

4.1.31 Information Technology Access

All solicitations and contracts for information technology shall include the following clause pursuant to Title 74, Section 85.7d and OAC 580:15-6-21:

Pursuant to Title 74, Section 85.7d and OAC 580:15-6-21 electronic and information technology procurements, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of State Finance. EIT Standards may be found at:

www.ok.gov/DCS/Central_Purchasing/index.html or http://www.ok.gov/OSF/documents/isd_itas.doc

1) For Information Technology or Communications Products, Systems and Applications not requiring development and/or customization. The Contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system or application by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request.

The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications not requiring development and/or customized by the Contractor from any claim arising out of the Contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards.

2) For Information Technology or Communications Products, Systems or Applications requiring development and/or customization. The Contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application developed and/or customized by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request. Additional requirements and documentation may be required and compliance will be necessary on the Contractor's part. Such requirements will be stated in documents such as State Bids, Request for Proposals, Contracts, Agreements, Purchase Orders, and Amendments.

The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications from the Contractor, from any claim arising out of the Contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards. However, the Contractor shall no longer have an obligation to indemnify the State for liability resulting from products, systems or applications developed and/or customized that are not in compliance with applicable Oklahoma Information Technology Accessibility Standards ("Standards") **after** the State has tested and confirmed that the product, system or application meets the accessibility requirements in the Standards.

4.2 Terms and Conditions for this RFP

4.2.1 Contractual Intent / Right to Terminate and Recommence RFP Process

For questions regarding this Request for Proposal contact:

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The University intends to contract with one or more Suppliers whose Proposals 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.

4.2.2 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 closing date and time.

4.2.3 Supplier's Understanding of the RFP

In responding to this RFP, the Supplier 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 Supplier who demonstrates less than such understanding. Further the University reserves the right to determine, at its sole discretion, whether the Supplier 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.

4.2.4 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 warranty or 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 or asserted therefrom.

4.2.5 Proposal Costs

The University is not liable in any manner or to any extent for any cost or expense incurred by any Supplier 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 Supplier or indirectly through the Supplier's agents, employees, assigns, or others, whether related or not to the Supplier.

4.2.6 Determination of and Information Concerning Supplier's Qualifications

The University reserves the right to determine whether a Supplier has the ability, capacity, and resources necessary to perform in full any contract resulting from this RFP. The University may request from Suppliers information it deems necessary to evaluate such Suppliers' qualifications and capacities to deliver the products and/or services sought hereunder. The University may reject any Supplier's Proposal for which such information has been requested but which the Supplier 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

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- Disclosures of complaints or pending actions, legal or otherwise, against the Supplier

4.2.7 Pre-Proposal Conference

The University may hold a pre-Proposal conference related to this RFP. The University will determine whether attendance by responding Suppliers shall be mandatory or optional. Further, the University may disqualify any responding Supplier who does not attend such pre-Proposal conference for which the University has determined Supplier attendance to be mandatory. With respect to this RFP, please refer to Section 2.6 for any specific instruction.

4.2.8 Selection, Negotiation, Additional Information

Although the University reserves the right to negotiate with any Supplier or Suppliers 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 Supplier or Suppliers without further discussion, negotiation, or prior notice. The University presumes that any Proposal is a best-and-final offer.

4.2.9 Revisions to the RFP

The University may revise any part of this RFP for any reason by issuing addenda. The University will communicate addenda to all Suppliers on record as having received this RFP, and such Suppliers 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 Suppliers 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 contract resulting therefrom. The University shall reject Suppliers' Responses to addenda if such Responses are received after the RFP closing date and time.

4.2.10 Supplier Visits to University Site

The University may require Suppliers to visit and inspect any site that the University determines relevant to this RFP. The University may determine whether the visit(s) by responding Suppliers shall be mandatory or optional. Further, the University may disqualify any responding Supplier who does not visit if the University has determined a visit is mandatory. With respect to this RFP, the University's determinations in this connection are documented in the section titled "Instructions / Schedules / Information."

4.2.11 Proposal Organization

Suppliers shall present Proposals in a format that can be readily incorporated into a contract as prescribed in section 4.1.7 titled "Contract Format." Suppliers 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 the section titled "Detailed Specifications." Suppliers shall 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. Suppliers 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

4.2.12 Pricing and/or Revenue Proposal

For questions regarding this Request for Proposal contact:

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Phone (405) 325-4704

Suppliers shall indicate pricing and/or revenue offers in the appropriate spaces and/or areas provided in this RFP. Suppliers 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, Suppliers shall provide clear and unambiguous explanations of how the departure relates in detail to the applicable sections within this RFP. If the Supplier responds with an "All or None" Proposal, it shall be clearly and unambiguously marked as such.

The University may presume and hold as the Supplier'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 otherwise specified by the Supplier. The University may accept or reject in part or entirely the Supplier's pricing and/or revenue offerings when such offerings are not on an all-or-none basis. The University prohibits the changing of pricing and/or revenue Proposals after the RFP closing date and time. Unless otherwise specifically proposed by the Supplier, 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 Supplier'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. Suppliers shall indicate pricing and/or revenue offers in the appropriate spaces and/or areas provided in this RFP. Suppliers 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, Suppliers shall provide clear and unambiguous explanations of how the departure relates in detail to the applicable sections within this RFP. If the Supplier responds with an "All or None" Proposal, it shall be clearly and unambiguously marked as such.

4.2.13 No Obligation to Select Lowest Pricing

The University is under no obligation whatsoever to select as most responsive the Proposal that demonstrates the lowest pricing.

4.2.14 Errors and Omissions in This RFP / Enhancements

Suppliers shall bring to the University's attention any discrepancies, errors, or omissions that may exist within this RFP. Suppliers shall recommend to the University any enhancements in respect to this RFP, which might be in the University's best interests.

4.2.15 Errors and Omissions in Suppliers' Proposals

The University may accept or reject any Supplier's Proposal, in part or in its entirety, if such Proposal contains errors, omissions, or other problematic information. The University shall determine the materiality of such errors, omissions, or other problematic information.

4.2.16 Required Signatures

The University may reject any Supplier's Response if it is not signed and/or notarized as indicated and/or required on the areas, spaces, or forms provided within this RFP.

4.2.17 Proposal Submission and Opening

The University shall, at the specified closing date and time, open and document the date and time on all Proposals that are otherwise in order. The University will make no immediate decision at such time. The University will allow interested parties to attend such opening for purposes of learning which Suppliers have responded. However, the University will not disclose any information contained in any Proposal until after formal notice of award and execution of any contract resulting from this RFP. When multiple documents are scheduled to be opened at the same date and time, the University will open documents with individuals present in sequential order by document number. The University may hold unopened any Proposals received after the closing date and time, and will not consider

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such Proposals. The University reserves the right to retain or dispose of any such Proposals at its discretion; however, the University may at its discretion, return such Proposals to their related Suppliers, but only at such Supplier's request and at no cost or expense whatsoever to the University.

4.2.18 Notification of Non-selection

The University reserves the right not to notify Suppliers whose RFP Responses are not selected for further consideration or notice of award. If the University decides to notify such Suppliers in writing, it will send the notifications to the address indicated in each such Supplier's Proposal.

4.2.19 Withdrawal of RFPs

Suppliers may withdraw their Proposals at any time prior to the RFP closing date. Suppliers may request to withdraw their Proposals after the RFP closing date and any time prior to 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 RFPs to such Suppliers.

4.2.20 Evaluation Criteria

The University reserves the right to establish the criteria by which it will evaluate each Supplier's Response to this RFP and by which it will determine the most responsive, capable, and qualified Supplier(s).

4.2.21 Pre-Award Presentations

The University reserves the right to require presentations from the highest ranked Suppliers, in which they may be asked to provide information in addition to that provided in their Proposals.

4.2.22 Pre-Award Negotiations

The University reserves the right to negotiate prior to award with the highest ranked Suppliers for purposes of addressing the matters set forth in the following list, which may not be exhaustive.

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

4.2.23 Effective Period of Proposals

Under this RFP, the University shall hold that Suppliers' Responses to this RFP shall remain in effect for a period of ninety (90) days following the closing date, in order to allow time for evaluation, approval, and award of the contract. Any Supplier 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.

4.2.24 Rejection of Supplier Counter-offers, Stipulations and Other Exceptions

Any Supplier exception, stipulation, counter-offer, requirement, and/or other alternative term or condition shall be considered rejected if State law or University policy govern the issue as solely determined by the University and unless specifically accepted in writing by the University and thereafter incorporated into any contract resulting from this RFP.

4.2.25 University's Right to Use Supplier's Ideas / Proprietary Information

For questions regarding this Request for Proposal contact:

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

Phone (405) 325-4704

If the Supplier needs to submit Proprietary Information with the Proposal, the Supplier 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 subject to 4.2.27, the University will, in good faith, and to the extent permitted by applicable law, honor any Supplier information that is clearly designated and conspicuously labeled as proprietary. 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.

4.2.26 Supplier's Need to Use Proprietary Rights of the University

All information proprietary to the University and disclosed by the University to any Supplier shall be held in confidence by the Supplier and shall be used only for purposes of the Supplier's performance under any contract resulting from this RFP.

4.2.27 Public Record

Once finalized, documents resulting from this RFP, including the resulting award(s), are available for public inspection pursuant to the Open Records Act. Copies are provided upon written request to the University's Open Records Office. The University shall not be liable in any manner or in any amount for disclosing Proprietary Information if such information is required by law to be disclosed.

4.2.28 Proposal Pricing to Reflect University's Tax Exempt Status

Proposal pricing shall be exclusive of taxes. The University of Oklahoma is exempt from taxes, including State Sales Tax, Property (Ad Valorem) Tax, and Federal Excise Tax. The exemption authority is Oklahoma State Tax Code, Title 68, OS 1981, Article 13, Section 1356 and Federal Tax Exempt number 736017987.

4.3 Terms and Conditions for Communications between the University and Suppliers

4.3.1 Communications and Inquiries between the University and Suppliers

Supplier inquiries and requests for clarification related to this RFP should be directed to the University official indicated in the following table:

| |
|--|
| Allen Cook, IT Procurement Manager |
| Purchasing Department |
| University of Oklahoma |
| 2750 Venture Drive |
| Norman, OK 73069 |
| atcook@ou.edu |

Applicable terms and conditions herein shall govern communications and inquiries between the University and Suppliers, as they relate to this RFP. Informal and formal communications shall commence and cease as described in the following subparagraphs. Informal communications shall include but are not limited to requests from/to Suppliers or Suppliers' representatives of any kind or capacity, to/from any University employee or representative of any kind or capacity, for information, comments, speculation, etc. Formal

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Phone (405) 325-4704

communications shall include but are not limited to verbal and/or written presentations and pre-award negotiations under this RFP.

4.3.1.1 Start and Stop Dates for Formal and Informal Communications

On the date that the Supplier receives this RFP, informal communications shall cease and formal communications shall commence. On the date that the University notifies responding Suppliers of this RFP's results and executes the resulting contract with the Successful Supplier(s), informal communications may resume and formal communications must cease.

4.3.1.2 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.

4.3.1.3 University's Response to Communications from Supplier

The University will make a good-faith effort to provide a written Response to each written request for clarification as described in section 2.4 – Schedule of Events.

4.3.2 Inquiries about Interpretations

All requests for interpretations shall be formal and written. The University may treat Responses to such requests as Revisions to the RFP, which are discussed in this section in the subparagraph titled "Revisions to the RFP."

4.3.3 Apparently Conflicting Information Obtained by Supplier

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 be obtained from any office, agent, or employee of the University. Such information shall not affect the Supplier's risks or obligations under a contract resulting from this RFP.

4.3.4 Collusion Prohibited

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

4.3.5 Improper Business Relationships / Conflict of Interest Prohibited

In connection with this RFP, each Supplier shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between or among the Supplier, 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 Supplier disqualification and/or cancellation of award shall result. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

4.4 Terms and Conditions for Packaging and Transmitting Proposals

4.4.1 Corrections, Changes, and Providing Information on Forms within the RFP

Suppliers shall ensure that an authorized individual initials each correction using pen and ink. Suppliers shall use pen and ink or typewriter in providing information directly on pages, or copies thereof, contained within this RFP.

4.4.2 Transmittal

For questions regarding this Request for Proposal contact:

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

Phone (405) 325-4704

The University of Oklahoma

RFP# R10052-09

Close Date/Time – 11/20/09 – 2:00 PM CST

Suppliers shall submit the original and one (1) electronic copy in compact disc format to the address below. Sealed Proposals shall be opened by the Purchasing Department at the address indicated below and at the time and date indicated in 4.4.5 of this Request for Proposal.

| |
|------------------------|
| Purchasing Department |
| University of Oklahoma |
| 2750 Venture Drive |
| Norman, OK 73069 |

4.4.3 Faxes Not Accepted

The University shall not accept Proposals sent by fax or electronic mail.

4.4.4 Binding and Marking

Suppliers shall ensure that the original and each copy are individually bound. When submitting more than one Proposal, Suppliers 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.

4.4.5 Marking of Envelopes

Suppliers shall ensure that sealed transmittal envelopes clearly and conspicuously display the following identifying information in addition to any other information otherwise required for transmittal.

| |
|---|
| RFP # R10052-09 |
| Closing date: November, 20, 2009 at 2:00 PM,CST |

For questions regarding this Request for Proposal contact:

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

Phone (405) 325-4704

5.0 SPECIFICATIONS

5.1 Detailed Specifications

The Board of Regents of the University of Oklahoma is seeking responses from vendors for a Distributed Antenna System (DAS) for the University of Oklahoma Gaylord Family Memorial Stadium. This DAS will provide reliable and interference-free voice and data coverage for the University of Oklahoma Gaylord Family Memorial Stadium and, at the University of Oklahoma's option, other facilities in the future.

There are currently no existing commercial carrier systems in University of Oklahoma Gaylord Family Memorial Stadium and it lacks a wireless antenna system. Staff and visitors report dead spots or marginal service conditions inside, outside and underneath the bowl (field).

Only one DAS system will be allowed at the University of Oklahoma Gaylord Family Memorial Stadium. The expectation of the committee is to identify a vendor who is interested in designing, installing, operating, maintaining, marketing and managing a neutral-host, multi-user, distributed antenna system.

This RFP process will result in the selection, if any, of a vendor for the sole host opportunity.

Vendors are encouraged to present creative proposals, which incorporate additional value-added options and services not specified in this RFP.

All proposals should reflect business models that allow for little to no installation costs and operational costs for the University of Oklahoma.

The University of Oklahoma would like to ensure that the proposed system meets all user needs that may arise. Coverage should be scalable to handle communication needs of all events, both large and small. The awarded solution must also provide proper coverage for public safety services such as police and fire.

Proposals submitted in response to this RFP, must demonstrate the vendor possesses the programs, technology, capital, and business capacity to provide a DAS which:

- A. involves little or no expense to OU,
- B. provides revenue to OU in form of various revenue sharing mechanisms and fees
- C. requires no maintenance by OU,
- D. has a minimal visual/aesthetic impact on the University of Oklahoma Gaylord Family Memorial Stadium,
- E. has sufficient capacity to meet the needs of any service provider willing to enter into an OU-authorized carrier agreement.

To support the selected solution, OU will provide, subject to limitations and fees/rates to be established by the OU, access to:

- A. building access,
- B. space in existing equipment room,
- C. access to power (at vendor's expense)
- D. AutoCAD drawing/files of the University of Oklahoma Gaylord Family Memorial Stadium,
- E. existing trays or hangers to be utilized for cabling,

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F. parking

Vendors should note that information contained in this RFP, all attachments, exhibits and appendices hereto, and any addendum that may be issued, is provided to assist prospective vendors in the preparation of proposals. Vendors are encouraged to conduct independent research into the applicable conditions for their proposal(s). The information shown herein has been obtained from sources thought to be reliable, but OU employees, agents and contractors, are not liable for the accuracy of the information or its use by prospective vendors.

The awarded solution will provide the completed system, fully functional, no later than June 30, 2010. Vendor proposals should clearly demonstrate the ability to meet this deadline in their proposals.

The awarded proposal will provide for, at little or no cost to OU:

- A. Design, engineering, installation, operation, maintenance and management a wireless carrier format DAS in the University of Oklahoma Gaylord Family Memorial Stadium. This DAS will support any wireless carrier interested in participating, independent of wireless frequencies or format used, and will be designed to ensure compatibility with future technologies including public safety frequencies and WI-FI (802.x).
- B. Clear, hosted, interference-free radio frequency ("RF") voice and data access within the University of Oklahoma Gaylord Family Memorial Stadium which conforms to the following requirements:
 - 1. The ability to include a public safety radio antenna system that incorporates the City of Norman 800 MHz trunked radio system.
 - 2. Incorporation of venue-specific radio frequencies to support handheld devices used by staff.
 - 3. Provide coverage at 95% or better throughout all areas of the facility. (Note: Vendors will be required to submit, as a part of their proposal, a proposed Acceptance Testing Procedure (ATP) for approval by OU and use, if selected.)
 - 4. Ensure that no more than five percent (5%) of calls are dropped.
 - 5. Maintain a service level availability index at 99.99%.
- C. A "neutral host" or "open access" cellular platform that permits facility patrons to use commercial wireless carriers and services on a non-discriminatory, non-exclusive basis.
- D. Performance of all work in accordance with the terms and conditions of applicable agreements and in a logical sequence.
- E. Completion of all work in a manner that will minimize interference with the operations of other contractors involved in the performance of related work. All work must be brought to a stage of completion approved by the University no later than June 30, 2010.
- F. Compliance with all University of Oklahoma Information Technology (OU IT) cabling standards and coordination of all cabling work with OU IT - including pre-approval from the OU antennae committee to proceed with the selected plan.
- G. Acquisition of approval of the University of Oklahoma Gaylord Family Memorial Stadium facility staff for any antennae mountings and comply with the requirements of facilities design and construction.

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- H. Marketing the DAS, negotiating carrier usage fees and facility rentals and entering into agreements with multiple wireless carriers.
- J. Coordination with OU and acquisition of approval for all scheduled maintenance and notification of OU in the event of emergency maintenance.
- K. Performance reporting, in a format to be approved by OU, to the designated department(s) representative(s) on a quarterly basis.
- L. A plan detailing expected revenue generation and the associated profit sharing with OU. Payments must be made to OU in accordance with University policy.
- M. An early buy-out option for OU of the selected vendor's interest in the DAS at a residual value that reflects depreciation at standard industry rates.
- N. Transfer of ownership, from the selected vendor to OU, of the DAS system at the end of the term of any agreements resulting from the award of this RFP.
- O. Design, installation, operation and maintenance of a wireless carrier format DAS in other OU facilities as needed through additional requests by OU.
- P. Maintenance of separate agreements, records and accounting of all revenue, of any kind, related to the DAS implementation(s) on the OU campus.
- Q. Direct, separate payments of shared revenue based on individual facilities.
- Q. Detailed plans for technology/infrastructure refresh for the DAS and compliance and maintenance of levels of services.
- R. Use of Service Level Agreements (SLAs) for contracted carriers of the DAS and enforcement mechanisms.

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Phone (405) 325-4704

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5.2 Pricing (*SUPPLIER COMPLETES*)

5.2.1 Detailed Pricing should be entered in this section.

For questions regarding this Request for Proposal contact:

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

Phone (405) 325-4704

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5.3 References

Please provide the names and phone numbers of five (5) customer references using the products or services specified in the section titled "Detailed Specifications."

| Customer Company Name | Contact Person | Telephone Number |
|-----------------------|----------------|------------------|
| | | |
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5.4 Pending Litigation or Formal Complaints

Please provide information regarding any pending litigation or formal complaints against you.

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6.0 SIGNATURES (SUPPLIER COMPLETES)

6.1 COLLUSION AFFIDAVIT (SUPPLIER COMPLETES - NOTARIZATION REQUIRED)

Explanation. With regard to any competitive RFP for goods or services which is issued by the State of Oklahoma or any of its agencies, Oklahoma laws require each Supplier to execute and submit a notarized sworn Statement of Non-Collusion. This statement assures the State that the Supplier has not in any way subverted or skirted the principles of competition by colluding with other Suppliers or with any employee of the State.

Action. This affidavit immediately follows. Please ensure it is duly completed and correctly executed by an authorized officer of your company.

_____, of lawful age, being first duly sworn, on oath affirms:

1. (s) he is the duly authorized agent of, the Supplier submitting the competitive RFP which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among Suppliers and between Suppliers and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the RFP to which this statement is attached;

2. (s)he is fully aware of the facts and circumstances surrounding the making of the RFP to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such RFP; and

3. Neither the Supplier nor anyone subject to the Supplier's direction or control has been a party; a) to any collusion among Suppliers in restraint of freedom of competition by agreement to RFP at a fixed price or to refrain from bidding; b) to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor; c) in any discussions between Suppliers and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

FIRM _____

DATE OF DELIVERY _____

SIGNATURE _____

DISCOUNT PAYMENT TERMS _____

NAME , TITLE _____

ACCEPT UNIVERSITY PCARD _____

PRINCIPAL ADDRESS _____

SEAL OR STAMP

CITY/STATE/ZIP _____

PHONE/EMAIL _____

ORDER ADDRESS IF DIFFERENT _____

Subscribed and sworn before me this _____ day of _____, _____

CITY/STATE/ZIP _____

NOTARY PUBLIC (OR CLERK OR JUDGE)

PHONE/EMAIL _____

My Commission Expires: _____

For questions regarding this Request for Proposal contact:

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

Phone (405) 325-4704

6.2 Business Relationships Affidavit (Supplier completes - notarization required)

Explanation. This affidavit is required to detect whether an illegal or inappropriate business relationship exists between a Supplier and the University.

Action. This affidavit immediately follows. Please ensure it is duly completed and correctly executed by an authorized officer of your company. If none of the business relationships described below pertain to the Supplier, the affiant should so state.

I, _____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year to the date of this statement with the architect, engineer, or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

Signed

Name and Title

Company

F.E.I.N. #

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public

My Commission Expires _____

(SEAL)

For questions regarding this Request for Proposal contact:

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

Phone (405) 325-4704

The University of Oklahoma

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6.3 EEO Certificate of Compliance - Contracts over \$10,000 (Supplier completes)

Explanation. This certificate is required under Executive Order 11246 (as amended). In entering into any resulting contract over \$10,000, the Supplier agrees to comply with the Equal Employment Opportunity requirements stipulated in Executive Order 11246 as amended by Executive Order 11375 and 11141 and as supplemented in Department of Labor regulations (41 CFR Part 60 et. seq.).

Action. This certificate immediately follows. Please ensure it is duly completed and correctly executed by an authorized officer of your company.

Equal Opportunity Clause

During the performance of this/these contract(s) the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, sex, religion, color, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, stated that all qualified applicants will receive consideration for employment without regard to race, sex, religion, color or national origin.

The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the provisions of Paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Supplier.

The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or Supplier as a result of such direction, the contractor may request the United States to enter such litigation to protect the interests of the United States.

Certification of Non-segregated Facilities

By the submission of this bid and/or acceptance of purchase order(s) during the above period, the bidder, offerer, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offerer, applicant, or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, sex, religion, color or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

Disabled Veteran and Vietnam Era Veteran Affirmative Action Program Requirements

In entering into any contract which exceeds \$10,000, the bidder agrees to comply with Disabled Veteran and Vietnam Era Veteran Affirmative Action Program Requirements as stipulated in Public Law 93-508 and all amendments thereto. Failure to comply with the requirements of Public Law 93-508, Title 41, CFR60-250 and Title 41, CFR60-741 and all amendments thereto shall be deemed a material breach of this agreement and shall subject this contract to cancellation and rescission at the option of the University of Oklahoma. Copies of the applicable portions of this law are available from the University of Oklahoma Purchasing Office if required.

These provisions must be included in any subcontracts awarded involving this bid.

CERTIFICATION

If awarded this contract _____ agrees to comply with all above provisions. (Company)

(Signature)

(Name and Title)

(Date)

For questions regarding this Request for Proposal contact:

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

Phone (405) 325-4704

6.4 (EEO Certificate of Compliance - Contracts over \$50,000 (Supplier completes))

Explanation. This certificate is required under Executive Order 11246 (as amended). In entering into any resulting contract over \$50,000, the Supplier agrees to comply with the Equal Employment Opportunity requirements stipulated in Executive Order 11246 as amended by Executive Order 11375 and 11141 and as supplemented in Department of Labor regulations (41 CFR Part 60 et. seq.).

Action. This certificate immediately follows. Please ensure it is duly completed and correctly executed by an authorized officer of your company. *Note: if the Supplier has 50 employees or less, this certificate is not required*

In the event that any resulting contract exceeds \$50,000 and the contractor has more than 50 employees, the contractor agrees to submit Standard Form (EEO-6) to the Joint Reporting Committee (unless previously submitted). The report must be submitted within 30 days after the award of the contract. This requirement is waived if the contractor has submitted this report within the past twelve (12) months.

If awarded a contract over \$50,000 and the contractor has more than 50 employees, the contractor agrees to develop and maintain on file a written Affirmative Action Program. The elements of this program are as follows:

Identification and analysis of problem areas inherent in minority employment and an evaluation of opportunities for utilization of minority group personnel.

The specific steps which should be taken to guarantee equal employment opportunity in the identified problem areas and, where deficiencies exist, the development of specific goals and timetables.

A table of job classifications.

Approval by an executive official of the contractor.

Utilization Evaluation: The evaluation of utilization of minority group personnel shall include the following:

An analysis of minority group representation in all job categories.

An analysis of hiring practices for the past year, including recruitment sources and testing, to determine whether equal employment opportunity is being afforded in all job categories.

An analysis of upgrading, transfer and promotion for the past year to determine whether equal employment opportunity is being afforded.

Maintenance of Programs: Within 120 days from the commencement of the contract, each contractor shall maintain a copy of separate affirmative action compliance programs for each establishment, including evaluations of utilization of minority group personnel and the job classification tables, at each local office responsible for the personnel matters of such establishment. An affirmative action compliance program shall be part of the manpower and training plans for each new establishment and shall be developed and made available prior to the staffing of such establishment. A report of the results of such program shall be compiled annually and the program shall be updated at that time.

Information on compliance with Affirmative Action Program requirements is also contained in Office of Federal Contract Compliance Revised Order No. 14.

These provisions must be included in any subcontracts awarded involving this bid.

CERTIFICATION

If awarded this contract _____ agrees to comply with all above provisions.
(Company)

(Signature)

(Name and Title) (Date)

For questions regarding this Request for Proposal contact:

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Phone (405) 325-4704

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6.5 Certification of Proposal (Supplier completes)

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

Action. This certificate immediately follows. Please ensure it is duly completed and correctly executed by an authorized officer of your company.

This Proposal is submitted in Response to Request for Proposal number _____ issued by the University of Oklahoma. The undersigned, as a duly authorized officer, hereby certifies that

(Company)

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 Proposal (RFP) and any addenda thereto in the event of an award. Exceptions may be noted only 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.

Person(s) authorized to negotiate in good faith on behalf of this firm for purposes of this Request for Proposal are:

(Name) (Title)

(Name) (Title)

Signature

Printed

Title

Date

F.E.I.N.

For questions regarding this Request for Proposal contact:

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

Phone (405) 325-4704