

EMPORIA STATE UNIVERSITY

REQUEST FOR PROPOSAL (RFP)

RFP Number: 005-19

Date Issued: November 15, 2018
Questions Deadline: November 27, 2018
Closing Date: December 3, 2018 (2:00 p.m.)

Procurement Officer: Debbie Redeker
Mailing Address: Emporia State University Purchasing Office
1 Kellogg Circle, Box 4021, Plumb Hall 103M, Emporia, KS 66801
Telephone: 620-341-5134
E-Mail Address: purchaseorders@emporia.edu

Item: Bruder Theatre Sound Reinforcement System

Agency: Emporia State University (ESU)
Location(s): Emporia, KS 66801

Period of Contract: Contract Award through project completion per the RFP specifications (the system must be operational by February 6, 2019)

Guarantee: This Request is for a close-ended contract between the Contractor and ESU to furnish a predetermined quantity of a good and/or service in a given period of time.

Scope of Work: ESU is issuing this RFP to obtain competitive responses from suppliers to provide Bruder Theatre Sound Reinforcement System Services for ESU, per the attached specifications. Any additional specifications and addenda available online at: <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=cc49dc6a-03ac-4446-b53d-24aed14468a5>

Questions/Addenda: No-prebid conference is scheduled for this RFP. Questions and requests for clarification of the RFP must be submitted by email to the attention of the ESU Purchasing at purchaseorders@emporia.edu by November 27, 2018 at 2:00 pm. If desired, a tour of the facility can be scheduled with Jim Bartruff in the ESU Theatre Department at jbartruf@emporia.edu. Tours must be completed prior to the Questions Deadline.

Impromptu questions may be permitted and spontaneous unofficial answers provided, however bidders should understand that the only official answer or position of Emporia State University will be in writing.

Failure to notify the ESU Purchasing Office of any conflicts or ambiguities in the RFP may result in items being resolved in the best interest of ESU. Any modification to this RFP as a result of the pre-proposal tour, as well as written answers to written questions, shall be made in writing by addendum. Only written communications are binding.

Answers to questions will be available in the form of an addendum on the Vendor Registry bidding website: <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=cc49dc6a-03ac-4446-b53d-24aed14468a5>. It shall be the responsibility of all participating suppliers to acquire any and all addenda and additional information as it is made available from the website cited above. **Suppliers are required to check the website on a regular basis for any additional information, addenda, or instructions.**

Failure to abide by all of the conditions of this Request for Proposal (RFP) may result in the rejection of a bid. Inquiries about this RFP should indicate the RFP number and be directed to the Emporia State University Purchasing Office.

READ THIS REQUEST CAREFULLY

Failure to abide by **all** of the conditions of this Request may result in the rejection of a bid.

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SIGNATURE SHEET

Item: Bruder Theatre Sound Reinforcement System
Agency: Emporia State University
Location: Plumb Hall 103M
Closing Date: December 3, 2018 (2:00 pm)

By submission of a bid and the signatures affixed thereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in the request and that all exceptions are clearly identified.

Legal Name of Person, Firm or Corporation_____

Mailing Address_____ City & State_____ Zip _____

Toll Free Telephone_____ Local_____ Cell: _____ Fax_____

Tax Number_____

E-Mail _____

Signature_____ Date_____

Typed Name _____ Title_____

In the event the **contact for the bidding process** is different from above, indicate contact information below.

Bidding Process Contact Name_____

Mailing Address_____ City & State_____ Zip _____

Toll Free Telephone_____ Local_____ Cell: _____ Fax_____

E-Mail_____

If awarded, contract and purchase orders are to be directed to an address other than above, indicate mailing address and telephone number below.

Award Contact Name_____

Mailing Address_____ City & State_____ Zip _____

Toll Free Telephone_____ Local_____ Cell: _____ Fax_____

E-Mail_____

Emporia State University may use the Business Procurement Card for contract purchases. Yes ____ No ____
(Refusal will not be a determining factor in award of this contract.)

Would this contract be available to other political subdivisions of the State of Kansas? Yes ____ No ____
(Award will not be based on accepting or declining)

TAX CLEARANCE

Emporia State University strongly supports the State of Kansas Tax Clearance Process. Suppliers submitting bids or proposals which exceed \$10,000 over the term of the contract shall include a copy of a Tax Clearance Certification Form with their submittal. Failure to provide this information may be cause for rejection of supplier's bid or proposal.

A "Tax Clearance" is a comprehensive tax account review to determine and ensure that the account is compliant with all primary Kansas Tax Laws administered by the Kansas Department of Revenue (KDOR) Director of Taxation. Information pertaining to a Tax Clearance is subject to change(s), which may arise as a result of a State Tax Audit, Federal Revenue Agent Report, or other lawful adjustment(s).

To obtain a Tax Clearance Certificate, you must:

- Go to <http://www.ksrevenue.org/taxclearance.html> to request a Tax Clearance Certificate
- Return to the website the following working day to see if KDOR will issue the certificate
- If issued an official certificate, print it and attach it to your bid response
- If denied a certificate, engage KDOR in a discussion about why a certificate wasn't issued

Bidders (and their subcontractors) are expected to submit a current Tax Clearance Certificate with every event response.

Please Note: Individual and business applications are available. For applications entered prior to 5:00 PM Monday through Friday, results typically will be available the following business day. Tax clearance requests may be denied if the request includes incomplete or incorrect information.

Please Note: You will need to sign back into the KDOR website to view and print the official tax clearance certificate.

A copy of the Certification of Tax Clearance form received from the Kansas Department of Revenue should be sent along with the bid response(s).

Failure to provide this information may be cause for rejection of supplier's bid or proposal.

Information about Tax Registration can be found at the following website: <http://www.ksrevenue.org/busregistration.html> .

The ESU Purchasing Office reserves the right to confirm tax status of all potential contractors and subcontractors prior to the release of a purchase order or contract award.

In the event that a current tax certificate is unavailable, the ESU Purchasing Office reserves the right to notify a bidder (one that has submitted a timely event response) that they have to provide a current Tax Clearance Certificate within ten (10) calendar days, or ESU may proceed with an award to the next lowest responsive bidder, whichever is determined by the Purchasing Director to be in the best interest of ESU and the State.

**CERTIFICATION REGARDING
IMMIGRATION REFORM & CONTROL**

All Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages.

Contractor certifies that, should it be awarded a contract by the State, Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. Contractor further certifies that it will remain in compliance throughout the term of the contract.

At the State's request, Contractor is expected to produce to the State any documentation or other such evidence to verify Contractor's compliance with any provision, duty, certification, or the like under the contract.

Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

Signature, Title of Contractor

Date

REFERENCES

Provide four (4) references. References shall have purchased similar items/services from the supplier in the last year. Supplier employees and ESU shall not be shown as references.

1. NAME: _____
COMPANY: _____
ADDRESS: _____
TELEPHONE: _____
EMAIL: _____

2. NAME: _____
COMPANY: _____
ADDRESS: _____
TELEPHONE: _____
EMAIL: _____

3. NAME: _____
COMPANY: _____
ADDRESS: _____
TELEPHONE: _____
EMAIL: _____

4. NAME: _____
COMPANY: _____
ADDRESS: _____
TELEPHONE: _____
EMAIL: _____

Duplicate as needed

SUPPLIER RESPONSE CHECK-LIST

The following items are provided to assist bidders in ensuring all requirements are met and all required submissions are included with the bid. **Suppliers are instructed to utilize this list, including Addenda Acknowledgement, and include it with their bid submission.** In order to ensure fair and accurate evaluation, page numbers indicating the location of your response within your bid shall be included, where indicated.

Technical and cost proposals, including other supporting documents:

- _____ Signature Sheet (Page 4)
- _____ Copy of the Tax Clearance Certificate received from the Kansas Department of Revenue. (Page 5)
- _____ Signed Certification Regarding Immigration Reform & Control Form (Page 6)
- _____ References (Page 7)
- _____ Technical Proposal (Page 12)
- _____ Cost Proposal (Page 57)
- _____ W-9 (form can be found at <http://www.irs.gov/>)

Addenda Acknowledgement: Bidder acknowledges receipt of the following addenda:

Addendum No. _____, _____, _____, _____, _____.

Signature acknowledging receipt of addenda Date

Questions/Addenda: Questions and requests for clarification of the RFP must be submitted by email to the attention of the ESU Purchasing Office at purchaseorders@emporia.edu by **November 27, 2018 (2:00 p.m.)**. Each question or clarification should reference the appropriate RFP section.

Supplier’s bid response: must be submitted no later than **2:00 p.m., Central Standard Time**, on or before **December 3, 2018**.

Please submit bid responses by the way of ESU’s Vendor Registry e-Bidding Portal by registering your business then submitting the bid document(s) at: <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=cc49dc6a-03ac-4446-b53d-24aed14468a5>

Technical assistance will be provided by contacting Vendor Registry at 844-802-9202 or cservice@vendorregistry.com

If complications continue to arise, email or carrier mailed submissions will also be accepted (below). Please allow ample time for submissions as late proposals are not considered.

Emailed bid submissions:
Emporia State University Purchasing Office
purchaseorders@emporia.edu
RFP# 005-19
December 3, 2018 (2:00 p.m.)

Mailed submissions are also acceptable to:
Emporia State University Purchasing Office
1 Kellogg Circle
Campus Box 4021
Emporia, KS 66801

Bid Opening will be at: Emporia State University Purchasing Office, Plumb Hall 103M, 1 Kellogg Circle, Emporia, KS 66801, following bid closing.

SECTION 1 - INSTRUCTIONS

- 1. Proposal Reference Number:** The RFP number, indicated in the header of this document, as well as on the first page of this proposal, has been assigned to this RFP and MUST be shown on all correspondence or other documents associated with this RFP and MUST be referred to in all verbal communications. All inquiries, written or verbal, shall be directed only to the Emporia State University Purchasing Office reflected on Page 1 of this proposal. There shall be no communication with any other Emporia State University employee regarding this RFP except with designated Emporia State University participants in attendance **ONLY DURING:**

Negotiations
Contract Signing
as otherwise specified in this RFP.

Violations of this provision by supplier or ESU personnel may result in the rejection of the proposal.

- 2. Negotiated Procurement:** This is a negotiated procurement pursuant to K.S.A. 75-37,102. Final evaluation and award will be made by The Procurement Negotiation Committee (PNC) composed of individuals from appropriate departments or their designees with the Director of Purchasing as the Chair of the PNC.
- 3. Appearance Before Committee:** Any, all or no suppliers may be required to appear before the PNC to explain the supplier's understanding and approach to the project and/or respond to questions from the PNC concerning the proposal; or, the PNC may award without conducting negotiations, based on the initial proposal. The PNC reserves the right to request information from suppliers as needed. If information is requested, the PNC is not required to request the information of all suppliers.

Suppliers selected to participate in negotiations may be given an opportunity to submit a revised technical and/or cost proposal to the PNC, subject to a specified cut off time for submittal of revisions. Meetings before the PNC are not subject to the Open Meetings Act. Suppliers are prohibited from electronically recording these meetings. All information received prior to the cut-off time will be considered part of the supplier's revised offer.

No additional revisions shall be made after the specified cut-off time unless requested by the PNC.

- 4. Cost of Preparing Proposal:** The cost of developing and submitting the proposal is entirely the responsibility of the supplier. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this RFP.
- 5. Tax Clearance:** ESU strongly supports the State of Kansas Tax Clearance Process. Suppliers submitting bids or proposals which exceed \$10,000 over the term of the contract shall include a copy of a Tax Clearance Certification Form with their submittal. Failure to provide this information may be cause for rejection of supplier's bid or proposal. Tax Clearances may be obtained at the following website:
<http://www.ksrevenue.org/taxclearance.html>.
- 6. Preparation of Proposal:** Prices are to be entered in spaces provided on the pricing sheet provided herein. Computations and totals shall be indicated where required. In case of error in computations or totals, the unit price shall govern. The PNC has the right to rely on any price quotes provided by suppliers. The supplier shall be responsible for any mathematical error in price quotes. The PNC reserves the right to reject proposals which contain errors.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other supplier, competitor or public officer/employee.

Technical proposals shall contain a concise description of supplier's capabilities to satisfy the requirements of this RFP with emphasis on completeness and clarity of content. Repetition of terms and conditions of the RFP without additional clarification shall not be considered responsive.

7. **Signature of Proposals:** Each proposal shall give the complete mailing address of the supplier and be signed by an authorized representative by original signature with name and legal title typed below the signature line. If the contract's contact will be a different entity, indicate that individual's contact information for communication purposes. Each proposal shall include the supplier's tax number.
8. **Acknowledgment of Addenda:** All suppliers shall acknowledge receipt of any addenda to this RFP by filling out and signing the supplier response check-list page, including the Addenda Acknowledgement, and returning it with their bid. Failure to acknowledge receipt of any addenda may render the proposal to be non-responsive. Only the ESU Purchasing Office shall issue changes to this RFP, which will be in writing.
9. **Modification of Proposals:** A supplier may modify a proposal by letter format to purchaseorders@emporia.edu or mail at any time prior to the closing date and time for receipt of proposals.
10. **Withdrawal of Proposals:** A proposal may be withdrawn on written request attachment from the supplier to the ESU Purchasing Office at purchaseorders@emporia.edu (or mail) prior to the closing date.
11. **Competition:** The purpose of this RFP is to seek competition. The supplier shall advise the ESU Purchasing Office if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by the ESU Purchasing Office no later than five (5) business days prior to the bid closing date. The ESU Purchasing Office reserves the right to waive minor deviations in the specifications which do not hinder the intent of this RFP.
12. **Evaluation of Proposals:** Award shall be made in the best interest of Emporia State University as determined by the PNC or their designees. Although no weighted value is assigned, consideration may focus toward but is not limited to:
 - Cost (Suppliers are not to inflate prices in the initial proposal as cost is a factor in determining who may receive an award or be invited to formal negotiations. ESU reserves the right to award to the lowest responsive bid without conducting formal negotiations, if authorized by the PNC.)
 - Adequacy and completeness of proposal
 - Supplier's understanding of the project
 - Compliance with the terms and conditions of the RFP
 - Experience in providing like services
 - Qualified staff
 - Methodology to accomplish tasks
 - Response format as required by this RFP
13. **Acceptance or Rejection:** The Committee reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this RFP; and unless otherwise specified, to accept any item in a proposal.
14. **Proposal Disclosures:** At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released.

Bid results will not be given to individuals over the telephone. Results may be obtained after contract finalization by obtaining a bid tabulation from the ESU Purchasing Office by sending (do not include with bid):

- A check for \$3.00, payable to Emporia State University
- A self-addressed, stamped envelope
- RFP Number

Send Request for Bid Tabulation to:
Emporia State University Purchasing Office
1 Kellogg Circle, Campus Box 4021
Emporia, KS 66801

Copies of individual proposals may be obtained under the Kansas Open Records Act. ESU's KORA Policy is available at: <http://www.emporia.edu/about/kora.pdf>. Please see below for instructions to request an estimate of the cost to reproduce the documents. Upon receipt of the funds, the documents will be mailed. You may also request to review the proposal file. Please contact the Custodian of Records indicated below to set up an appointment. Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

Emporia State University asks that you submit a written request to obtain public records. Please include your name, contact information, and a specific description of the records you are requesting. Make your request as specific as possible to expedite the process.

Mail your request(s) to:
General Counsel and ESU KORA Custodian of Records
Office of General Counsel
1 Kellogg Circle, Box 4001
Emporia, KS 66801
kora@emporia.edu

- 15. Disclosure of Proposal Content and Proprietary Information:** All proposals become the property of Emporia State University. The **Kansas Open Records Act** (K.S.A. 45-205 et. seq.) of the State of Kansas requires public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. (See: <http://da.ks.gov/purch/KSOpenRecAct.doc> and <http://www.emporia.edu/about/kora.pdf>). No proposals shall be disclosed until after a contract award has been issued. ESU reserves the right to destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Kansas law. Late proposals will be retained unopened in the file and not receive consideration or returned to the bidder.

Trade secrets or proprietary information legally recognized as such and protected by law may be requested to be withheld if clearly labeled "**Proprietary**" on each individual page **and** provided as separate from the main proposal. Pricing information is not considered proprietary and the supplier's entire proposal response package will not be considered proprietary.

All information requested to be handled as "Proprietary" shall be submitted separately from the main proposal and clearly labeled, in a separate envelope or clipped apart from all other documentation. The supplier shall provide detailed written documentation justifying why this material should be considered "Proprietary." The ESU Purchasing Office reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law.

Emporia State University does not guarantee protection of any information which is not submitted as required.

- 16. Exceptions:** By submission of a response, the supplier acknowledges and accepts all terms and conditions of the RFP unless clearly avowed and wholly documented in a separate section of the proposal to be entitled: "Exceptions".
- 17. News Releases:** Only Emporia State University is authorized to issue news releases relating to this RFP, its evaluation, award and/or performance of the contract.

SECTION II - PROPOSAL RESPONSE

1. **Submission of Proposals:** Supplier’s proposal shall consist of:

- Technical Proposal;
- Cost Proposal (Price Sheet);
- Completion of supplier response check list;
- Signature sheet;
- Tax Clearance Certificate;
- Certification regarding immigration reform & control;
- W-9

Supplier's proposal shall be received no later than 2:00 p.m., Central Time, on the closing date indicated on Page 1:

Emporia State University Purchasing Office
purchaseorders@emporia.edu
RFP# 005-19
December 3, 2018 (2:00 pm)

Emporia State University Purchasing Office
1 Kellogg Circle
Campus Box 4021
Emporia, KS 66801

Bid opening will be at: Emporia State University Purchasing Office, 1 Kellogg Circle, Plumb Hall 103M, Emporia, KS 66801 following bid closing.

Faxed or telephoned proposals are not acceptable unless otherwise specified.

Proposals received prior to the closing date shall be kept secured and sealed until closing. Emporia State University shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Late proposals will be retained unopened in the file and not receive consideration.

It is the supplier’s responsibility to ensure bids are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse late bid submissions.

2. **Proposal Format:** Suppliers are encouraged to prepare their Technical Proposal following the same sequence as this RFP.

3. **Transmittal Letter:** All bidders shall respond to the following statements:

- The supplier is the prime contractor and identifying all subcontractors?

- The supplier is a corporation or other legal entity?

- Has an attempt been made or will be made to induce any other person or firm to submit or not to submit a proposal?

- The supplier does **not** discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability?

- Has cost or pricing information been included in the transmittal letter or the Technical Proposal?

- The supplier presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict?

- The person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above-statements?

- Supplier agrees that any lost or reduced state or federal matching money resulting from unacceptable performance in a contractor task or responsibility defined in the RFP, contract or modification shall be accompanied by reductions in ESU payments to Contractor?

- The supplier has not been retained, nor has it retained a person to solicit or secure a state contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the supplier for the purpose of securing business. For breach of this provision, the Committee shall have the right to reject the proposal, terminate the contract and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit. **Accept or Reject** _____
 Disclaimer: There is a reasonable probability that the supplier is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the supplier which would relate to the performance of this contract. If the statement is in the affirmative, the supplier is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting the State and/or the federal government the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the supplier will obtain a similar certification and authorization and failure to do so will constitute grounds for termination for cause of the contract at the option of the ESU. **Accept or Reject** _____

4. Contractor Qualifications and Information:

- The supplier must be a "Sound System Contractor" who regularly engages in the furnishing and installation of commercial and industrial systems. **Error! Reference source not found.** shall have completed at least three (3) projects in the last five (5) years of similar size and scope.
- The supplier must maintain a suitably staffed and equipped service organization and must regularly offer maintenance services for systems of this type and size.
- The supplier shall be able to respond to on-site maintenance service requests within 24 hours during the warranty period described in the specifications.
- As part of the bid submittal, supplier shall submit the following firm information:
 - 1) Date established;
 - 2) Ownership (public, partnership, subsidiary, etc.);
 - 3) Number of personnel, full and part-time, assigned to this project by function and job title;
 - 4) Resources assigned to this project;
 - 5) Organizational chart.
- Additional information shall be submitted to demonstrate to the satisfaction of the ESU that the supplier has:
 - 1) Completed similar projects as described above;
 - 2) Adequate plant and equipment to pursue the work properly and expeditiously;
 - 3) Ability to provide maintenance visits in the time window described above;
 - 4) Adequate staff with the required technical experience;
 - 5) Suitable financial status to meet the obligations of the work.

5. Technical Submittal:

- The vendor shall submit a complete list of equipment included in their bid proposal to demonstrate thorough and accurate understanding of the project.

6. Project Schedule:

- Project shall be complete with all system functions operational by end of day February 6, 2019. Operational assistance shall occur between February 6 and February 27 (opening night of the Spring Production), exact

date and time to be decided. Refer to the project specifications for more information on operational assistance requirements.

- Once the project is awarded, the Supplier will be required to create a project schedule to coordinate equipment installation and access to the facility.

7. **Procurement Card (P-Card):** Presently, Emporia State University uses a State of Kansas Business Procurement Card (Visa-branded) in lieu of a state warrant to pay for some of its purchases. No additional charges will be allowed for using the card. **Please indicate on the Signature Sheet if you will accept the Business Procurement Card for payment.**

SECTION III - TERMS AND CONDITIONS

1. **Documents:** This RFP, any amendments, the response and any response amendments of the Contractor, and the ESU-146a (Rev. 07-18) Contractual Provision Attachment shall be incorporated into the written contract, which shall compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Form ESU-146a (Rev. 07-18) (attached);
 - written modifications to the executed contract;
 - written contract signed by all parties;
 - this RFP including any and all addenda;
 - any supporting manuals/documents that have been incorporated in this Request; and
 - contractor's written proposal submitted in response to this Request as finalized
2. **Contract:** The successful supplier will be required to enter into a written contract with ESU. The supplier agrees to accept the provisions of ESU-146a (Rev. 07-18) Contractual Provision Attachment which is incorporated into all contracts with ESU and is attached to this RFP.
 3. **Contract Formation:** No contract shall be considered to have been entered into by ESU until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful supplier.
 4. **Notices:** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be **IN LETTER FORMAT as an attachment to an email (or mail)** and addressed as follows:

Purchasing Office
Emporia State University
RFP# 005-19
Bruder Theatre Sound Reinforcement System
purchaseorders@emporia.edu

or to any other persons or addresses as may be designated by notice from one party to the other.

5. **Termination for Cause:** Emporia State University and/or its Purchasing Office may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:
 - the Contractor fails to make delivery of goods or services as specified in this contract;
 - the Contractor provides substandard quality and/or workmanship;
 - the Contractor fails to perform any of the provisions of this contract; or
 - the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

ESU shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as ESU may authorize in writing), ESU shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

If it is determined, after notice of termination for cause, that Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination for convenience.

- 6. Termination for Convenience:** Emporia State University may terminate performance of work under this contract in whole or in part whenever, for any reason, it is determined that the termination is in the best interest of ESU. In the event that ESU elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

If it is determined, after notice of termination for cause, that Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination for convenience.

- 7. Debarment of University Contractors:** Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this contract may be barred for a period up to three (3) years, pursuant to KSA 75-37,103, or have their work evaluated for pre-qualification purposes pursuant to K.S.A 75-37,104.
- 8. Rights and Remedies:** If this contract is terminated, ESU, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to ESU in the manner and to the extent directed, any completed materials. ESU shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by ESU subject to any offset by ESU for actual damages including loss of state or federal matching funds.

The rights and remedies of ESU provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

- 9. Force Majeure:** The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes, etc.
- 10. Waiver:** Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by ESU shall not constitute a waiver.
- 11. Independent Contractor:** Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

- 12. Staff Qualifications:** The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the contract specifications may result in termination of this contract and/or damages.

- 13. Subcontractors:** The Contractor shall be the sole source of contact for the contract. ESU will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

- 14. Proof of Insurance:** Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to the ESU Purchasing Office or other designated ESU office.
- 15. Conflict of Interest:** The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of ESU and who are providing services involving this contract or services similar in nature to the scope of this contract to ESU. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any ESU employee who has participated in the making of this contract until at least two years after his/her termination of employment with ESU.
- 16. Confidentiality:** The Contractor may have access to private or confidential data maintained by ESU to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. Contractor may be required to agree to additional confidentiality terms and execute related documentation. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by ESU promptly at the request of ESU in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by ESU, will destroy or render it unreadable.
- 17. Nondiscrimination and Workplace Safety:** The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this contract.
- 18. Environmental Protection:** The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rules or regulations may result in termination of this contract for cause.
- 19. Hold Harmless:** The Contractor shall indemnify ESU against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.
- ESU shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to State property. The Contractor shall do nothing to prejudice ESU's right to recover against third parties for any loss, destruction or damage to State property.
- 20. Care of State Property:** The Contractor shall be responsible for the proper care and custody of any state-owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor will reimburse ESU for such property's loss or damage caused by Contractor, normal wear and tear excepted.
- 21. Prohibition of Gratuities:** Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any ESU employee at any time.

- 22. Retention of Records:** Unless ESU specifies in writing a different period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of ESU; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post-contract period. Delivery of and access to the records shall be within five (5) business days at no cost to ESU.

- 23. Antitrust:** If the Contractor elects not to proceed, the Contractor assigns to ESU all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and ESU relating to the particular products or services purchased or acquired by ESU pursuant to this contract.

- 24. Modification:** This contract shall be modified only by the written agreement of the parties with the approval of the PNC. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

- 25. Assignment:** The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of ESU.

This contract may terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of ESU.

- 26. Third Party Beneficiaries:** This contract shall not be construed as providing an enforceable right to any third party.

- 27. Captions:** The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

- 28. Severability:** If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

- 29. Governing Law:** This contract shall be governed by the laws of the State of Kansas and shall be deemed executed at Emporia, Lyon County, Kansas, unless otherwise specified and agreed upon by ESU.

- 30. Jurisdiction:** The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas, District Court of Lyon County, unless otherwise specified and agreed upon by ESU. The United States District Court for the State of Kansas sitting in Topeka, Shawnee County, Kansas, shall be the venue for any federal action or proceeding arising hereunder in which the State is a party. Supplier/contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with Emporia State University and need not be reserved, but prudence requires the University to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment.

- 31. Mandatory Provisions:** The provisions found in Contractual Provisions Attachment (ESU-146a), which is attached, are incorporated by reference and made a part of this contract.

- 32. Integration:** This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This contract between the parties shall be independent of and have no effect on any other contracts of either party.
- 33. Criminal Or Civil Offense:** Any conviction for a criminal or civil offense of an individual or entity that controls a company or organization or will perform work under this contract that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.
- 34. Injunctions:** Should ESU be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of ESU, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.
- 35. Statutes:** Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.
- 36. Materials and Workmanship:** The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this Contract, within the time specified, in accordance with the provisions as specified.

The contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of Emporia State University said issue is due to imperfection in material, design, workmanship or contractor fault.

- 37. Industry Standards:** If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.
- 38. Federal, State and Local Taxes:** Unless otherwise specified, the RFP price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. **ESU is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the supplier's price quotation.** Upon request, ESU shall provide to the Contractor a certificate of tax exemption.

ESU makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

- 39. Accounts Receivable Set-Off Program:** If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, agency payments to the supplier may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq., Contractor shall have the opportunity to challenge the validity of the debt. If the debt is undisputed, the Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.

- 40. Immigration and Reform Control Act of 1986 (IRCA):** All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the contractor as well as any subcontractor or sub-subcontractors. The usual method of verification is through the Employment Verification (I-9) Form.

With the submission of this bid, the contractor hereby certifies without exception that such contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at ESU's option, may subject the contract to termination and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce to ESU any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like under the contract.

- 41. Worker Misclassification:** The contractor and all lower tiered subcontractors under the contract shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.
- 42. HIPAA Confidentiality:** Per the Health Insurance Portability and Accountability Act (1996) (HIPAA), ESU is a covered entity under the act and therefore Contractor is not permitted to use or disclose health information in ways that ESU could not. This protection continues as long as the data is in the hands of the Contractor.

The Contractor shall establish and maintain procedures and controls acceptable to ESU to protect the privacy of members' information. Unless the Contractor has the member's written consent, the Contractor shall not use any personally identifiable information obtained for any reason other than that mandated by this agreement

- 43. Off-Shore Sourcing:** Suppliers shall disclose in their bid response the location where the contracted services will be performed and whether or not any of the work necessary to provide the contracted services will be performed at a site outside the United States.

If, during the term of the contract, the Contractor or subcontractor moves work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify the ESU Purchasing Office in writing, indicating the desired new location, the nature of the work to be moved and the percentage of work relocated. ESU must approve any changes prior to work being relocated. Failure to obtain ESU's approval may be grounds to terminate the contract for cause.

- 44. Proposal Preparation Information:** Additional reference material is available for review at the requesting at ESU. This information has been assembled by ESU to assist suppliers in the preparation of the proposals and to ensure that all suppliers have equal access to information.

Suppliers may access this information by contacting purchaseorders@emporia.edu.

- 45. Experience:** All bidders are preferred to have a minimum of 5 years continuous active participation in the applicable industry, providing equipment/services comparable in size and complexity to those specified herein.

Bidders may be required to furnish information supporting the capability to comply with conditions for bidding and fulfill the contract if receiving an award of contract. Such information may include, but not be limited to, a list of similar size and type projects the Bidder has completed.

- 46. Price Adjustments:** Prices shall remain firm for the entire contract period. Prices shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to ESU. Failure to provide available price reductions may result in termination of the contract for cause.

On the yearly anniversary date of this contract, costs may remain at the existing contract price or a request for adjustment may be made, either upward or downward, keyed to industry changes. Contractor shall furnish documentation at least 30 days prior to expiration date to substantiate any claim for increase. Price increases shall not exceed five percent (5%) of the existing contract. ESU reserves the right to accept, amend or deny any such price increase. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be rebid.

- 47. Payment:** Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires Emporia State University to pay the full amount due for goods or services on or before the 30th calendar day after the date Emporia State University receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and Emporia State University. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in the Contractor's response.

- 48. Invoices:** Each purchase order must be individually invoiced and shall state the following:

1. date of invoice;
2. date of shipment (or completion of work);
3. purchase order number and contract number;
4. itemization of all applicable charges; and
5. net amount due.

- 49. Upgrades (Hardware/Software):** Bidders shall indicate the upgrade price and policy for any software, firmware, or hardware upgrades anticipated for the equipment bid. If the upgrades are provided without cost, this should be indicated.

- 50. Shipping and F.O.B. Point:** Unless otherwise specified, bid prices shall be F.O.B. DESTINATION, PREPAID AND ALLOWED (included in the price bid), which means delivered to ESU's receiving dock or other designated point as specified in this RFP without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

- 51. Deliveries:** All orders shall be shipped FOB destination, prepaid and allowed, within 14 days ARO, clearly marked with the purchase order number. If delays in delivery are anticipated, the Contractor shall immediately notify Emporia State University of the revised delivery date or partial delivery date. The order may be cancelled if delivery time is unsatisfactory. The Contractor shall inform the ESU Purchasing Office of any supply or delivery problems. Continued delivery problems may result in termination of the contract.

In the event delivery minimums apply, bidders shall submit that information with their bid response.

- 52. Charge Back Clause:** If the contractor fails to deliver the product within the delivery time established by the contract, ESU reserves the right to purchase the product from the open market and charge back the difference between contract price and open market price to the contractor.

- 53. Demonstration Requirements:** A demonstration of the selected devices/equipment/solution for ESU may be required before final contract approval. ESU reserves the right to request said devices/equipment/solution fully configured/operational for testing, which shall be furnished at no expense to ESU within ten (10) days after receipt of request. Devices/equipment will be returned at the bidder's expense if not consumed during the evaluation process.
- 54. Subcontractors:** Kansas Statute K.S.A. 75-3741, as amended, requires a Bidder to list and identify the "Major Sub-Contractors" for Mechanical Construction, Plumbing Construction, and/or Electrical Construction included as a part of the Proposed, when a single contract for the "Project as a whole" is to be awarded.
- ESU requires tax clearance certificates for all subcontractors be submitted with the proposal, and that the bidder additionally provide subcontract(s) legal company name, contract information and tax ID number (FEIN/TIN) as well.
- 55. Implied Requirements:** All products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the specifications, shall be included. Other products required to make the described software functional shall be identified in the supplier's response.
- 56. Warranty:** Bidders shall indicate the type and extent of the warranty for all equipment, hardware, software, and services proposed. ESU requires a "standard" warranty of 365 days, or one (1) year, whichever is greater, unless otherwise indicated. This warranty shall be included in the cost of the equipment.
- The Contractor will be the sole point of contact on any problems with the equipment or systems during the warranty period.
- The Contractor shall be responsible for all work performed under these specifications. The Contractor shall make good, repair and replace, at the Contractor's own expense, as may be necessary, any defective work, material acceptance, if in the opinion of the ESU Purchasing Office said defect is due to imperfection in material, design, or workmanship for the warranty period specified.
- 57. Acceptance:** No contract provision or use of items by ESU shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.
- 58. Ownership:** All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by ESU. The Contractor may not release any materials without the written approval of ESU.
- 59. Software Code and Intellectual Property Rights:** As applicable, all original software and software code and related intellectual property developed or created by the Contractor in the performance of its obligations under this Contract or any Task Order, Work Order, or P.O. issued under this Contract, shall become the sole property of ESU. The Contractor will surrender all original written materials, including any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material, used to develop this software and/or software code and related intellectual property to ESU.
- 60. Data:** Any and all data required to be provided at any time during the bid process or contract term shall be made available in a format as requested and/or approved by ESU.
- 61. Submission of the Bid:** Submission of the bid will be considered presumptive evidence that the supplier is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the proposal for all contingencies. Later claims for labor, work, materials, equipment, and tax liability required for any difficulties encountered which could have been foreseen will not be recognized and all such difficulties shall be properly taken care of by Contractor at no additional cost to ESU.

62. Alternate Proposals/Equivalent Items: Bids on goods and services comparable to those specified herein are invited. Whenever a material, article or piece of equipment is identified in the specifications by reference to a manufacturer's or supplier's name, trade name, catalog number, etc., it is intended to establish a standard, unless otherwise specifically stated. Any material, article or equipment of other manufacturers or suppliers shall perform to the standard of the item specified. Equivalent bids must be accompanied by sufficient descriptive literature and/or specifications to provide for detailed comparison. Samples of items, if required, shall be furnished at no expense to Emporia State University and if not destroyed in the evaluation process, shall be returned at supplier's expense, if requested.

Emporia State University reserves the right to determine and approve or deny "equivalency" in comparison of alternate bids.

63. Certification of Materials Submitted: The response to this RFP, together with the specifications set forth herein and all data submitted by the supplier to support the response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of any contract between the Contractor and ESU. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.

64. Graphic Identity Standards and Use of University Marks: Compliance with ESU Graphic Identity Standards and Use of University Marks Policies is required and may not be waived with equivalents.

65. Inspection: ESU reserves the right to reject, on arrival at destination, any items which do not conform with specification of the Contract.

66. New Materials, Supplies or Equipment: Unless otherwise specified, all materials, supplies or equipment offered by the Contractor shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.

67. Supplier Contracts: Supplier must include with their RFP response, a copy of any contracts, agreements, licenses, warranties, etc. that the supplier would propose to incorporate into the contract generated from this RFP. (Emporia State University form ESU-146a remains a mandatory requirement in all contracts.)

68. Contract Price: Contracts are awarded to take advantage of volume discount pricing for goods and services that have a recurring demand. However, if ESU locates a supplier that can provide the identical item at a lower price, a waiver to "buy off contract" may be granted by ESU's Controller.

69. Transition Assistance: In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to ESU to allow for a functional transition to another supplier.

70. Award: Award will be by line item or group total, whichever is in the best interest of ESU.

71. Acceptance: Acceptance of Bid and Agreement is formalized upon execution of a contract and issuance of an ESU purchase order, which incorporates all terms of this RFP, and corresponding execution of ESU marks licensing agreement by the parties.

SECTION 274116 - **SOUND REINFORCEMENT SYSTEMS SPECIFICATIONS**

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. This section pertains to the sound reinforcement system to be furnished and installed in the Bruder Theatre Sound System Upgrades. (B8080).
- B. It is the purpose of this specification to require the furnishing of highest-quality materials, equipment, and workmanship. The work shall be in accordance with this specification and in conformity with the designs, layouts, and descriptions shown on the drawings.
- C. Any and all structural, mounting, or rigging details on the drawings are shown for concept only. It shall be the responsibility of the Systems Contractor to employ the services of a qualified Structural Engineer to be responsible for the design of the details to be employed. Stamped shop drawings and calculations of all such details shall be submitted to the Owner for review.
- D. Except as noted on the drawings, the work shall include everything necessary or incidental to complete the installation INCLUDING wire raceway, raceway fittings, and outlet boxes.
- E. The Systems Contractor shall coordinate the installation of the sound reinforcement systems so that all work will proceed in a manner which is in the best interests of the Owner.

1.2 ALTERNATES

- A. Proposals for this work shall include prices for the following Alternate(s). Quantities for a specified item of equipment shall be determined from the drawings and/or as noted herein. Items not specifically identified on the drawings as being part of an Alternate shall be considered to be part of the basic scope of work.
- B. Alternate No. 1 (Additive): One (1) Digital Stagebox installed in a portable case for use with the Mixing Console.
- C. Alternate No. 2 (Additive): The Hearing Assistance System as indicated on the drawings with four (4) receivers, (4) headphones, and (4) neckloops.

1.3 EXISTING CONDITIONS

- A. This facility is an existing structure. It shall be the responsibility of each bidder to verify all conditions and dimensions which pertain to this work.

- B. The Systems Contractor shall verify the location, the operating conditions, and the conditions affecting the proposed work. Items to be verified by the Systems Contractor shall include, but not be limited to, reuse of existing equipment and access requirements to install all concealed components of the work. Bids submitted shall account for and include, but not be limited to, any and all work associated with providing concealed components (such as cable or conduits) and the complete restoration of all existing building components that are disturbed, modified, or dismantled in the process of installing the concealed components of the work.
- C. The existing sound reinforcement system shall remain operational in occupied areas throughout the installation, testing, and equalization of the new or reused/relocated components associated with this project. The Systems Contractor shall coordinate the installation of the new and reused/relocated sound reinforcement system components with the Owner and/or Owner to provide complete and operational systems for all operational facilities during and after each phase of the project and minimize disruption to occupants.
- D. Unless specifically noted on the drawings, existing sound reinforcement system components and wiring shall not be damaged or disturbed. Any such damage to the existing system shall immediately be reported to the Owner and Acoustical Consultant, and if caused by the Systems Contractor, shall be repaired or replaced by the Systems Contractor as approved by the Owner at no additional cost to the Owner. The Systems Contractor shall notify the Owner and the Acoustical Consultant prior to conducting installation work within the existing audio equipment room.
- E. Existing sound reinforcement system conduit in the facility may be reused where appropriate for the new sound reinforcement system, subject to the following stipulations: 1) the existing conduit is installed in locations and using methods consistent with the drawings and these specifications; 2) existing circuits can remain installed and operational until no longer required as indicated in these specifications; and 3) the conduit permits segregation of circuits according to type per these specifications.
- F. Any existing equipment described in these specifications or shown on the drawings to be removed and not reused shall be turned over, undamaged, to the Owner.
- G. As indicated on the drawings or defined herein, some existing sound reinforcement system equipment shall be reused with the new system. Prior to reuse of this equipment, the Systems Contractor shall verify that the equipment is in proper operating condition and shall provide brackets or shelf units as required for rack-mounting existing equipment. The Systems Contractor shall report to the Acoustical Consultant any existing equipment problems and shall also provide pricing to repair or replace the inoperable existing equipment. Existing equipment to be reused includes the following:
 - 1. Wireless Microphone Systems;
 - 2. Power Amplifiers;
 - 3. Equipment Racks;
 - 4. Ceiling Loudspeakers;
 - 5. Source Equipment;
 - 6. Field Wiring;
 - 7. All as noted on drawings, rack layouts, and one-line diagrams.

1.4 DEFINITION OF TERMS

- A. The term "Owner" shall refer to Emporia State University; King Hall, 1 Kellogg Circle; Emporia, KS 66801; phone (620) 341-5134.
- B. The term "Acoustical Consultant" shall refer to AVANT ACOUSTICS, LLC; 14827 W. 95th Street; Lenexa, KS 66215; phone (913) 888-9111; facsimile (913) 888-9193.
- C. The term "Systems Contractor" shall refer to the person, persons, or company who or which contracts for the performance of the sound reinforcement system work specified herein.

1.5 SUBMITTALS

- A. The Systems Contractor shall submit electronic documents of the following Shop Drawings per the schedule listed below for review by the Owner and the Acoustical Consultant.
 - 1. Prior to proceeding with the work:
 - a. A complete list of ALL equipment and materials which are to be furnished. Accompanying the list shall be equipment quantities and manufacturers' specification or cut sheets for all sound system equipment (e.g. microphones, audio program source equipment, power amplifiers, loudspeakers), audio-visual equipment (e.g. projectors, program source equipment, monitors, video processing equipment), AV control equipment (e.g. touchpanels, system controllers, interface/control cards), and any other MAJOR items of equipment.
 - 2. Prior to proceeding with respective portions of work:
 - a. Drawings indicating proposed nameplate nomenclature and arrangements for control panels, patch panels, connection plates, floor boxes, and nameplates prior to fabrication as described elsewhere in these specifications.
 - b. Detail drawings of proposed loudspeaker suspension including attachment methods, weights, and suspension locations approved by the Systems Contractor's Structural Engineer.
 - c. Details and descriptions of any other aspect of the sound reinforcement system which must differ from the drawings due to field conditions or due to the selected equipment to be furnished.
 - 3. As otherwise noted on the drawings and/or as noted herein.
- B. Approved shop drawings and equipment instruction brochures, including schematic diagrams for all amplifiers and other electronic devices, shall be present at the job site during the period set aside for final system test and equalization.
- C. Notebooks of operating instructions shall be prepared as described elsewhere in the specifications.

PART 2 - PRODUCTS

2.1 GENERAL

- A. It is the intention of these specifications to provide a complete and properly operating sound reinforcement system. The major items of equipment shall be furnished in the quantity indicated by the sound reinforcement system diagrams on the drawings or in the quantity as specified herein. (Refer to the Portable Equipment Quantity list at the end of the specifications.) However, any minor item of equipment or hardware that may not be specifically shown on the drawings or specified herein but required for proper sound reinforcement system operation or installation shall be furnished by the Systems Contractor.
- B. All equipment and material shall be new and shall be suitable for continuous operation.
- C. The latest version of all specified equipment shall be furnished by the Systems Contractor.
- D. In any case, where a specific specification has not been included herein or shown on the drawings for any item that is required, the Systems Contractor shall furnish only the best quality equipment or material consistent with the quality of other specified equipment and material.
- E. Where the specifications list several manufacturers for a particular major item of equipment such as power amplifiers or loudspeakers, the Systems Contractor shall supply all of that item of equipment from one manufacturer.

2.2 SUBSTITUTIONS

- A. Where a specific piece of equipment has been discontinued and/or replaced by a new model, submission of the new model or a suitable item as applicable may be required by the Acoustical Consultant for evaluation prior to acceptance.
- B. If substitute equipment is allowed by written consent, the Systems Contractor shall be completely responsible for the use of such equipment. The Systems Contractor shall replace all such equipment with equipment listed by type number in the specifications if there is any evidence of equipment instability or unsuitability.
- C. Costs of any required evaluation and testing of substitute equipment shall be paid by the Systems Contractor.
- D. Any use of substitute equipment shall be at no extra cost to the Owner.
- E. Proposed substitute equipment shall be specifically noted in submittals as "substitution" with a footnote stating the reason for the substitution.
- F. Offerors proposing to furnish an "or equal" product must furnish all descriptive material necessary to demonstrate the acceptability of such product. The Acoustical Consultant shall be the sole determiner as to whether the proposed "or equal" product is suitable for use in work based upon review of the descriptive materials furnished.

2.3 SYSTEM DESCRIPTIONS AND SUMMARIES

A. AUDITORIUM AND ANCILLARY SPACES

1. Existing equipment listed below shall be removed from its installed location and turned over to the University. Equipment not listed shall be reused or remain in place.
 - a. All existing loudspeakers in the Theatre and backstage areas (Booth and Lobby loudspeakers to remain).
 - b. All existing equalizers, patch bays, and other audio equipment in the equipment racks in the sound booth (power distribution and computer equipment to remain).
 - c. The existing audio mixing console and power supply rack in the audio booth.
 - d. Processing equipment, and patch bay in the upper level equipment rack. Amplifiers shall be reused for the monitor and effects system.
 - e. Existing wire in the sound booth, equipment room, and between the two that is no longer in use.
2. A 32-input, 64-channel digital mixing console shall be installed on the existing sound booth counter.
 - a. Field wiring for three (3) digital snake system connections shall be installed to allow for future additional wired connectivity on stage:
 - i. One (1) connection on stage left.
 - ii. One (1) connection on stage right.
 - iii. One (1) connection in the Orchestra Pit.
 - b. All existing microphone field wiring (8 circuits) shall be connected directly to the console.
 - c. All existing computer interface connections (10 into the mixing console) and CD player connections (3 stereo into the console) shall be directly connected to the console.
 - d. This mixer shall support live remote control and configuration through a computer or iPad® app through an included WiFi Access Point.
 - e. Digital audio workstation (DAW) multi-channel recording capabilities shall be available utilizing Dante Virtual Sound card application installed on a compatible computer.
3. Six (6) new wireless microphone systems shall be provided and installed in the equipment rack in the sound booth. Each system shall include a bodypack transmitter and an earset microphone to match the existing earsets owned by the University.
 - a. The four (4) existing wireless microphone systems shall be permanently installed in the equipment rack with the new systems.
 - b. The wireless microphone system shall include a distributed antenna system to share two high-gain antennas, installed in the spotlight booth, between all receivers for good reception throughout the Theatre.
4. The existing shotgun microphones installed on the catwalk shall remain in place and be connected directly to the mixing console for use in recording and to feed audio monitoring to the backstage areas.

5. Loudspeaker distribution provided and installed in the Theatre shall be suitable for the high-quality reproduction of both speech and music and consist of the following components:
 - a. A left-center-right (LCR) arrangement of vertically array-able loudspeakers installed around the proscenium to provide complete full-range coverage of the Theatre seating areas and seamless panning of all sound system sources across the stage. These loudspeakers shall be bi-amplified, with multiple compression drivers, and integral flying hardware.
 - b. A row of small loudspeakers shall be installed on the front lip of the Orchestra Pit to provide audio coverage and directional realism for the first two rows of seating.
 - c. One (1) subwoofer mounted inside the existing loudspeaker source cluster ceiling cavity for low frequency reproduction.
 - d. One (1) loudspeaker shall be installed to provide audio monitoring to the stage.
 - e. The existing fabric and framework in the center loudspeaker location shall be removed and the exposed plaster loudspeaker cavity shall be painted flat black or another color chosen by the University.
6. Six (6) new portable loudspeakers shall be provided for monitoring and effects reproduction. All fourteen (12 discrete and 2 paralleled) existing loudspeaker connection locations shall be maintained. No patching of loudspeaker circuits shall be necessary. The primary rear effects locations shall include mounting points for the portable loudspeakers.
7. New surface mounted loudspeakers shall be provided and installed in the backstage areas (one in each existing location) for audio monitoring of performances and backstage talkback.
 - a. Costume Shop.
 - b. Green Room.
 - c. Men's Dressing Room.
 - d. Women's Dressing Room.
 - e. Equipment Rack Room.
 - f. Box Office.
8. Program audio shall be routed to the existing loudspeaker in the Lobby.
9. New power amplifiers and audio processing equipment for the sound system shall be provided and installed in the existing floor standing equipment rack at its current location on the second floor behind the spotlight booth.
10. During periods of regular operation, the system may remain physically powered on and will be programmatically turned off via a control touchpanel, to be provided and installed in the sound booth equipment rack. This touchpanel will control the following functions:

- a. System ON/OFF (standby mode).
 - b. Audio level control in the Lobby and Booth.
 - c. Triggering of pre-recorded audio tracks, such as a chime or intermission message.
11. The system shall operate on the existing five (5) 20A circuits provide by the Furman ACD-100 Power Distribution Unit. During longer periods of disuse, the equipment may be completely powered down using the front panel switches on this device.

B. ALTERNATES

1. One (1) stage box in a portable case for use with the Mixing Console. Allows an additional 16 inputs and 8 outputs from the mixing console, and may be plugged into one of the three network connections installed on-stage.
2. A new radio frequency hearing assistance system can be installed to meet ADA Guidelines, including four (4) receivers with headphones and neckloops.

2.4 SOUND SYSTEMS

A. General

1. As shown on the drawings and described in these specifications, the Sound System installation work will include the components as indicated on the drawings and these specifications.
 - a. Refer to drawings and one-line diagrams for specific equipment models listed for installed equipment.
 - b. Refer to products section below for portable equipment and accessories.

B. Microphones

1. Earset Microphone, each with cable four feet long, with connector compatible with wireless bodypack transmitter specified below, beige or tan color, flexible boom.
 - a. Vu HMD1000-BG, with DC-TA4F-4-BG cable.

C. Audio Mixers and Accessories

1. Digital Stagebox, Dante enabled, with 16 microphone preamps and 8 balanced audio outputs on XLR connectors, rack mountable, with headamp control, compatible with Digital Mixing Console.
 - a. Yamaha Tio1608-D.
 - b. Mount in Stagebox Case specified below.
2. Stagebox Case, portable rack, 3 RU, molded plastic shell, removable front and back panels.

- a. Gator Cases G-Pro-3U-19; or
 - b. SKB Ultimate Strength Series 1SKB-R3; or
 - c. Approved Equal.
3. Digital Snake Extension Cable, Category 5e industrial grade cable with ruggedized locking RJ-45 connector on each end.
- a. Type 1, 25 feet long.
 - 1) Lex Products CAT5-EC-25; or
 - 2) ProCo PCE2-25; or
 - 3) Whirlwind ENC2025.
 - b. Type 2, 50 feet long
 - 1) Lex Products CAT5-EC-50; or
 - 2) ProCo PCE2-50; or
 - 3) Whirlwind ENC2050.

D. Audio Processors and Power Amplifiers

1. As part of the final system tests and equalization services, the Acoustical Consultant will provide initial digital signal processor files to the Systems Contractor. Functions provided will include;
 - a. Microphone narrowband equalization.
 - b. Audio routing and mixing.
 - c. Loudspeaker zone equalization.
 - d. Loudspeaker zone time-alignment.
 - e. Touchpanel graphical user interface and programming for the following functions:
 - 1) System ON/OFF (standby mode).
 - 2) Audio level control in the Lobby and Booth.
 - 3) Triggering of pre-recorded audio tracks, such as a chime or intermission message.
2. Audio input connections to all power amplifiers shall be made with 3-pin microphone type connectors, with spade lugs on barrier terminal strips, or with screw actuated pressure type terminal strips. Audio output connections to all power amplifiers shall be made with spade lugs on barrier strips, with double banana plugs, or with Neutrik "Speakon" type connectors. Connections with 1/4-inch phone plugs or bare wire will not be permitted.

E. Loudspeakers and Accessories

1. Portable Passive Loudspeaker; two-way assembly; constant directivity high-frequency horn or dual-concentric driver; 10-inch (nominal) low-frequency driver; black; with asymmetrical enclosure design to enable floor and other mounting configurations; integral pole mount cup; SpeakON input/output connectors.
 - a. QSC E110; or
 - b. Approved equal.
2. Portable Loudspeaker Extension Cable, 2-conductor SpeakOn connectors, nominal 14-gauge, factory fabricated units using Neutrik connectors from Horizon, ProCo, Whirlwind, or Wireworks; black cable.

- a. Type 1, 10 feet long.
 - b. Type 2, 25 feet long.
3. Only the latest versions of the loudspeakers in the above paragraphs shall be furnished. All loudspeakers provided for each type shall match in all respects.
 4. All loudspeakers and loudspeaker enclosures shall be supported from the building structure as designed by the Systems Contractor's structural engineer and as indicated on shop drawings submitted to Owner. Such devices installed into a T-bar/channel style ceiling shall have a load support tie-off to the building structure above and not rely on the ceiling support system for structural integrity.
- F. Wireless Hearing Assistance Systems – Radio Frequency
1. Radio frequency wireless hearing assistance systems, all components of the same manufacturer, with rack mounted transmitter, remote antenna, four (4) receivers, rechargeable batteries, charging station(s), four (4) earphones, two (2) neckloops and one (1) wall plaque.
 - a. Listen Corporation, LS-54-072; or
 - b. Williams Sound Corporation, FM 457 PRO.
 2. Assist the Owner with installing the wall plaque in the Bruder Theatre lobby.
 3. Provide a different operating frequency for each wireless hearing assistance transmitter system, free from interference, per FCC regulations Part 74, Subpart H. If required, assist the Owner in licensing these transmitter(s).

2.5 ETHERNET NETWORKS

A. Network Equipment

1. Ethernet Patch Panel, flat style, number of ports as required, rack mount.
 - a. Panduit; or
 - b. Equal.
 - c. Appropriately label all ports.
2. All UTP field circuits shall terminate to appropriately labeled punchdown terminations (patch panels or biscuit jacks) installed in the equipment racks. Use factory fabricated patch cables between all punchdown terminations and the switches.

2.6 CABLE AND CONNECTORS

A. Audio Cable

1. Microphone, intercom, and line level audio circuits, installed within conduit and equipment rack, #22 AWG nominal, 2-conductor, stranded, aluminum polyester shielded, with separate drain wire.

- a. Belden 9451; or
 - b. Canare L-2E5AT; or
 - c. Covid CSW 0200 22; or
 - d. Extron STP22; or
 - e. Gepco IR222AL; or
 - f. Liberty 22-2C-SH-GRY; or
 - g. RapcoHorizon Mic2; or
 - h. West Penn 452; or
 - i. Windy City Wire 9221PSPVC-11S; or
 - j. Approved equal.
2. Microphone and intercom extension cables, where cable is exposed on audio console; 2-conductor, #24 AWG nominal, stranded, braid shielded, with black flexible jacket.
- a. Belden 8413; or
 - b. Canare L-2T2S; or
 - c. Carol Cable 743704; or
 - d. Gepco MP1022; or
 - e. Mogami W2791; or
 - f. RapcoHorizon Mic3; or
 - g. Approved equal.
3. Line-level audio circuits, where installed exposed in spaces which are used as return air plenums; #22 AWG, 2-conductor, stranded, aluminum polyester shielded.
- a. Belden 9451P; or
 - b. Covid CSP 3200 22; or
 - c. Extron STP22P; or
 - d. Liberty 22-2C-PSH-WHT; or
 - e. Gepco IP222AL; or
 - f. West Penn 25291; or
 - g. Windy City Wire 994320-11S; or
 - h. Approved equal.
4. Multiconductor cables, for microphone and line level circuits installed in conduit, #22 AWG conductors and drain wires, paired, stranded, individual aluminum polyester shields, color coded polypropylene insulation, and vinyl jacket
- a. 27 pair minimum
 - 1) Belden 8773; or
 - 2) Canare MR202-32AT; or
 - 3) RapcoHorizon SN28-22GA; or
 - 4) West Penn D438.
 - b. 19 pair minimum
 - 1) Belden 8769; or
 - 2) Canare MR202-20AT; or
 - 3) RapcoHorizon SN20-22GA; or
 - 4) West Penn D436.
 - c. 15 pair minimum
 - 1) Belden 8776; or
 - 2) Canare MR202-16AT; or
 - 3) RapcoHorizon SN16-22GA; or
 - 4) West Penn D435.

- d. 9 pair minimum
 - 1) Belden 8774; or
 - 2) Canare MR202-12AT; or
 - 3) RapcoHorizon SN9-22GA; or
 - 4) West Penn D433.
 - e. 6 pair minimum
 - 1) Belden 8778; or
 - 2) Canare MR202-8AT; or
 - 3) RapcoHorizon SN6-22GA; or
 - 4) West Penn D432.
 - f. 3 pair minimum
 - 1) Belden 8777; or
 - 2) Canare MR202-4AT; or
 - 3) RapcoHorizon SN3-22GA; or
 - 4) West Penn D431.
5. Loudspeaker circuits installed in conduit, equipment rack, or exposed interior benign environment (except return air plenums); stranded, unshielded, jacketed.
- a. #18 AWG, 2-conductors
 - 1) Belden 5300UE; or
 - 2) Covid CVA 0200 18; or
 - 3) Extron SPK18; or
 - 4) Liberty 18-2C-GRY; or
 - 5) Gepco IR182BA7; or
 - 6) West Penn 224; or
 - 7) Windy City Wire 427100-11S; or
 - 8) Approved equal.
 - b. #16 AWG, 2-conductors
 - 1) Belden 5200UE; or
 - 2) Covid CVA 0200 16; or
 - 3) Extron SPK16; or
 - 4) Liberty 16-2C-GRY; or
 - 5) Gepco IR162BA19; or
 - 6) West Penn 225; or
 - 7) Windy City Wire 8160219-02S; or
 - 8) Approved equal.
 - c. #14 AWG, 2-conductors
 - 1) Belden 5100UE; or
 - 2) Covid CVA 0200 14; or
 - 3) Extron SPK14; or
 - 4) Liberty 14-2C-GRY; or
 - 5) Gepco IR142BA19; or
 - 6) West Penn 226; or
 - 7) Windy City Wire U029100-11S; or
 - 8) Approved equal.
 - d. #12 AWG, 2-conductors
 - 1) Belden 5000UE; or
 - 2) Covid CVA 0200 12; or
 - 3) Liberty 12-2C-GRY; or
 - 4) Gepco IR122BA19; or
 - 5) West Penn 227; or
 - 6) Windy City Wire U023100-11S; or

- 7) Approved equal.
 - e. 10 AWG, 2-conductors
 - 1) Belden 5T00UE; or
 - 2) Approved equal.
 6. Loudspeaker circuits, where installed in conduit to loudspeaker clusters; #16, #14, or #12 or AWG as indicated on the drawings, single conductor, copper stranded, TW or THHN or THWN.
 7. Loudspeaker circuits, where installed exposed above ceilings in spaces which are used as return air plenums; 2-conductor, stranded, unshielded.
 - a. #18 AWG
 - 1) Belden 6300UE; or
 - 2) Covid CVA 3200 18; or
 - 3) Extron SPK18P; or
 - 4) Gepco IP182BA7; or
 - 5) West Penn 25224; or
 - 6) Windy City Wire 992360-11S; or
 - 7) Approved equal.
 - b. #16 AWG
 - 1) Belden 6200UE; or
 - 2) Covid CVA 3200 16; or
 - 3) Extron SPK16P; or
 - 4) Gepco IP162BA19; or
 - 5) West Penn 25225; or
 - 6) Windy City Wire 991360-S; or
 - 7) Approved equal.
 - c. #14 AWG
 - 1) Belden 6100UE; or
 - 2) Covid CVA 3200 14; or
 - 3) Extron SPK14P; or
 - 4) Gepco IP142BA19; or
 - 5) West Penn 25226; or
 - 6) Windy City Wire 997960-S; or
 - 7) Approved equal.
 - d. #12 AWG, 2-conductors
 - 1) Belden 6000UE; or
 - 2) Approved equal.
 - e. 10 AWG, 2-conductors
 - 1) Belden 6T00UE; or
 - 2) Approved equal.
 8. RF hearing assistance transmitter antenna cable, when antenna is remotely mounted, if length is less than 50 feet, and UHF wireless microphone receiver antenna cable when antenna is remotely mounted, if length is less than 25 feet, RG58/U 50ohm coaxial.

- a. Belden 8240; or
 - b. Liberty RG58-CMR-BLK; or
 - c. West Penn 813; or
 - d. Windy City Wire 9658111-S; or
 - e. Approved equal.
9. RF hearing assistance transmitter antenna cable when antenna is remotely mounted and length is greater than 50 feet, and UHF wireless microphone receiver antenna cable when antenna is remotely mounted and length is greater than 25 feet, polyfoam type RG8/U 50 ohm coaxial.
- a. Belden 8214; or
 - b. Gepco V5010; or
 - c. West Penn 810; or
 - d. Approved equal.
- B. Control Cable
1. Control circuits, #20 AWG minimum, stranded, unshielded, vinyl jacketed with number of conductors as required. Each control cable shall have at least two spare conductors.
 - a. 15-conductor
 - 1) Belden 9458; or
 - 2) Carol Cable C6111A; or
 - 3) West Penn 266.
 - b. 12-conductor
 - 1) Belden 9457; or
 - 2) Carol Cable C6111A; or
 - 3) West Penn 265.
 - c. 9-conductor
 - 1) Belden 9455; or
 - 2) Carol Cable C6109A; or
 - 3) West Penn 264.
 - d. 7-conductor
 - 1) Belden 9439; or
 - 2) Carol Cable C6121A; or
 - 3) West Penn 263.
 2. Control System Cable, twisted pair, compatible with control system equipment chosen
 - a. Belden 1502P; or
 - b. Covid COM 1400; or
 - c. Crestron Crestnet-NP; or
 - d. Extron CTL; or
 - e. Gepco 18/22CRT; or
 - f. Liberty AXLINK; or
 - g. West Penn 77350.
- C. Data Communication Cable
1. Category 6 UTP Cable, unshielded twisted pair, where installed in conduit or exposed interior benign environment (except return air plenums) for digital audio, video, and data network connections.

- a. Belden 3632, or MediaTwist 1872A; or
 - b. Berk-Tek LANmark 2000 CAT6 or LANmark 1000 CAT6; or
 - c. Carol Cable CR6; or
 - d. CommScope 6ECMR.
 - e. Windy City Wire SmartWire 7756 Series; or
 - f. Approved equal.
 - g. All cable shall be yellow in color.
 - h. Factory-made and certified Category 6 cable shall be used for all UTP patch cables installed within equipment racks. No field fabricated patch cables shall be used.
2. Category 6 UTP Cable, unshielded twisted pair, where installed return air plenums, for digital audio, video, and data network connections.
- a. Belden 3633, or MediaTwist 1874A; or
 - b. Berk-Tek LANmark 2000 CAT6 or LANmark 1000 CAT6; or
 - c. Carol Cable CP6; or
 - d. CommScope 6ECMP.
 - e. Windy City Wire SmartWire 5566 Series; or
 - f. Approved equal.
 - g. All cable shall be yellow in color.
 - h. Factory-made and certified Category 6 cable shall be used for all UTP patch cables installed within equipment racks. No field-fabricated patch cables shall be used.

D. Audio Connectors

1. XLR cable connectors, metal shell with strain relief, with solder cups.
 - a. Neutrik X series; or
 - b. Switchcraft AAA Series.
2. XLR receptacles, metal, with solder cups. Panel mounting receptacles shall be square in shape, except as noted.
 - a. Neutrik DLX series; or
 - b. Switchcraft E Series.
3. Phone cable connectors, 2- or 3-conductor as required, metal body.
 - a. Canare F series; or
 - b. Neutrik PX series; or
 - c. Rean; or
 - d. Switchcraft.
4. Phone receptacles, metal, locking mechanism as required. Panel mounting receptacles shall be square in shape, except as noted.
 - a. Neutrik; or
 - b. Rean; or
 - c. Switchcraft.
5. Phono RCA connectors, cable mounting, metal shell, with solder cups.

- a. Canare; or
 - b. Rean; or
 - c. Switchcraft.
6. Phono RCA receptacles, metal shell, insulated from panel.
 - a. Canare; or
 - b. Rean; or
 - c. Switchcraft.
 7. Loudspeaker Connectors, number of conductors as required, twist-lock action, panel or cable mounting.
 - a. Neutrik SpeakON series; or
 - b. Switchcraft HPC series.
- E. Miscellaneous Connectors
1. EtherCON Jack, CAT5e rated, panel mount, pass through RJ45 jacks, field terminable, with latch lock, square in shape, compatible with EtherCON Connector below.
 - a. Neutrik NE8FDP-B.
 2. EtherCON Connector, CAT5e rated, cable mount, field terminable, with latch lock, compatible with EtherCON Jack above.
 - a. Neutrik NE8MC-B.

2.7 EQUIPMENT RACKS, CABINETS, AND ACCESSORIES

A. Equipment Racks and Cabinets

1. Rack-panel mounting screws shall be as short as practical for equipment to be mounted (Middle Atlantic HPQ or similar).
2. Except as noted on the drawings, include a 1-RU panel at the top of one equipment rack engraved with the logo and contact information of the Acoustical Consultant and the Systems Contractor as shown on the drawings.
3. Except as noted on the drawings, allow 1¼-inch blank panel space at the top of each rack, minimum 3½-inch vent panel space at the bottom of each rack, and ventilation space (vent panels) between all equipment. Fill any empty rack space that is not near equipment with blank panels. Except as noted on the drawings or for mounting switches or LED indicators, blank panels shall not be used between equipment.
4. Where applicable, install a brush grommet panel directly above equipment, such as an Ethernet Switch, to allow cables to pass from the back of the equipment rack to the front panel of equipment (Middle Atlantic BR1 or similar).
5. Where applicable, mount small components behind vent panels on sub-chassis shelves or component panels (BUD CB series chassis or similar). Mount components with connections visible from rear of equipment rack using barrier strip terminal blocks for connections.

6. The following guidelines concerning equipment rack layouts shall be followed unless otherwise noted on the drawings. Submit shop drawings illustrating proposed equipment rack layouts, indicating equipment labels.
 - a. Equipment Rack Layouts shall be grouped according to function; audio, video, and control.
 - b. Heavy equipment such as audio amplifiers and large video matrix switches shall be placed near the bottom of equipment racks.
 - c. Control equipment shall be located near the top of equipment racks.
 - d. Equipment that requires operator interface (e.g. sound reinforcement system AC power pushbuttons, sound reinforcement system mode select switches, power amplifier monitor/test system, monitor loudspeaker, computer monitor and keyboard, patch panels, audio mixers, program source and/or audio-visual equipment) shall be installed in one or adjacent equipment racks. Operator interface equipment shall also be installed at heights that permit ease of operation and viewing. Such equipment shall be placed in equipment rack(s) closest to the audio equipment room entrance.

B. Hardware and Accessories

1. Type 1 Barrier Strip, for termination of audio circuits in equipment rack.
 - a. TRW-CINCH 140 series; or approved equal.
2. Type 2 Barrier Strip, high-density, for termination of loudspeaker circuit in junction box.
 - a. Phoenix Contact High-Density UK series; or approved equal.
3. Spade Tongue Terminal, brazed seam, uninsulated type only.

2.8 AC POWER

- A. Furnish additional power distribution strips as required.

PART 3 - EXECUTION

3.1 GENERAL

- A. Installation and connection of sound reinforcement system equipment, materials, cable, and cable fittings shall be performed only by experienced sound reinforcement system installers. Each installer shall have access to a complete copy of the specifications at the job site.
- B. All materials and equipment are to be installed in accordance with all applicable standards of the National Electrical Code, the Electrical Code of the governing local municipality, all other applicable local codes, and all safety codes and ordinances.

3.2 INSTALLATION

- A. Racks shall be thoroughly cleaned prior to turn over to the Owner.
- B. Lacing bars shall be installed to assist in organizing cable. Lacing bars shall not interfere with access to any terminations or connectors.

- C. Cable within equipment racks shall be separated and routed in groups according to function: microphone circuits, intercom circuits, line level audio circuits, loudspeaker circuits, video circuits, control circuits, and 120 volt AC power circuits. Cable shall be neatly arranged, but tight bundling which makes modifications difficult shall be avoided. Plastic or Velcro cable ties shall be used for grouping of circuits. Unless otherwise noted on the drawings, all cables shall enter the equipment racks in one of the following manners:
1. Through conduit landed directly to the equipment rack.
 2. Through rack knock-outs on the top or back of the equipment rack with plastic or rubber grommets.
 3. Directly into the back of wall mounted equipment racks. The rack shall be installed over flush mounted junction boxes allowing all cables to pass directly from the junction box into the back of the rack.
 4. Directly into an open side of floor standing equipment racks without side panels.
 5. Directly into the bottom of floor standing equipment racks through access floor holes or conduit in the floor. The rack shall be installed above the conduit stub or hole allowing all cables to pass directly into the bottom of the rack. All conduit stubs or access floor holes shall also have a plastic or rubber bushing to protect the cables.
- D. Cable in conduit or other raceway shall be separated according to function: microphone circuits and intercom circuits, line level audio circuits, loudspeaker circuits, video circuits, control circuits, and 120 volt AC power circuits. Control circuits may be installed in line level audio conduit where separate control conduit is not indicated on the drawings. Control circuits for loudspeaker volume control priority override relays may be installed with loudspeaker circuits. Intercom circuits may be installed in line level audio conduit where microphone level conduit is not installed.
- E. Any grouping of cables left exposed in a room, such as those associated with a movable equipment rack, shall be bundled together into a single bunch using black, flexible and expandable sleeving such as Techflex Flexo Wrap or equivalent.
- F. At all connection points for all types of cable, self-laminating or heat shrink printed labels of appropriate letters and/or numbers shall be installed near each termination point and be clearly visible. The labels shall be consistent on both ends of the same cable. These cable numbers and/or letters shall be given to the Acoustical Consultant for inclusion on the one-line diagrams of record.
- G. Care shall be exercised in wiring so as not to damage cables and equipment. Circuits shall not be spliced except as approved on shop drawings.
- H. Where conduit connects between equipment rack locations, or between sound console and equipment racks, at least two spare circuits of each type in the conduit (microphone level, line level, control, or data communications) shall be installed in each conduit used. All spare circuit conductors shall be connected to chassis ground at the downstream (e.g. power amplifier) end of the cable.

- I. All field cabling shall have service loops to allow for at least two (2) re-terminations.
- J. All crimp type connectors, including insulated butt connectors for inline loudspeaker circuit connections, shall be crimped with a Thomas & Betts model WT111M tool. Spade tongue terminals shall be crimped with the notch on the barrel opposite the seam.
- K. Unless otherwise noted, all audio circuits shall be two wire with shield, with the red or white wire used for the "high" side of the line and connected to pin 2 of microphone connectors or to the "tip" of patch panel and other phone jacks. The black wire shall be used for the "low" side of the line and shall connect to pin 3 of microphone connectors or to the "ring" of phone jacks. The shield (drain) wire shall connect to pin 1 of microphone connectors or to the sleeve of phone jacks.
- L. All audio circuits (red or white and black conductors) shall be ungrounded except as provided by single ended amplifier inputs and where grounding of unbalanced circuits is directed during system tests. Shields for line level audio circuits shall be grounded to rack sheet metal at each cable termination. Where line level audio circuits connect to audio transformers, shields shall connect to transformer electrostatic shields and case grounds. At each cable termination shield or shield drain, wire length shall be approximately equal to the length of the insulated conductors. Shield drain wires shall be sheathed in green PVC sleeving. Circuit shields shall not otherwise connect to each other nor ground to electrical conduit at wall boxes, etc. Microphone circuit shields shall be grounded only at mixer inputs.
- M. Where resistors are indicated to terminate an audio circuit, install each resistor at the end of the line at the input to the following transformer or amplifier.
- N. All wire joints and connections in the audio system shall be made with rosin core solder and a small soldering iron; or with approved mechanical connectors. Soldering shall be neat and shall not exhibit "cold" solder joints. Connections to screw type terminals shall be made with mechanically connected, uninsulated, spade type lugs selected for the particular wire size in use.
- O. Connections made with miniature screw actuated, phoenix type connectors shall be made by stripping approximately ¼-inch of insulation from stranded conductor, inserting the untinned wire into the pressure terminal, and tightening the terminal screw using a small screwdriver which securely fits the screw head.
- P. High impedance unbalanced audio circuits shall not extend more than 20 feet.
- Q. Loudspeaker connections within loudspeaker enclosures (and at other in-line locations where necessary) shall be made with crimped insulated butt connectors. Wire nuts and/or electrical tape will not be allowed.
- R. Loudspeakers shall be installed so there are no obstructions to the loudspeaker coverage pattern. Loudspeakers shall be connected "in phase" and proper impedance matching shall be maintained between amplifiers and loudspeakers.
- S. Tie-wrap and secure all loudspeaker line matching transformer leads and loudspeaker cable away from loudspeakers to prevent "rattling" when loudspeakers are energized.

- T. All loudspeakers, projectors, and other equipment suspended overhead shall be installed with wire rope safety ties connected to the building structure as shown and approved on the submitted shop drawings.

3.3 NAMEPLATES AND CONNECTION PLATES

- A. All nameplate nomenclature shall be reviewed by the Owner and Acoustical Consultant prior to panel or plate engraving; or Metal-photo processing.
- B. All control panels, all patch panels, and all controls, jacks, microphone receptacles, switches, etc. (except for controls, etc., on audio equipment which are properly identified by the manufacturer) shall be suitably identified by metal or plastic engraved labels or Metal-photo labels. Engraved panels or plates shall be filled with a suitable contrasting color as approved on shop drawings.
- C. Room numbers shown on drawings and indicated on control panel details, patch panels, etc., are architectural room numbers for identification only during the construction phase. Fabricated labels shall reflect the room numbers to be later assigned by the Owner and/or as designated by the Owner.
- D. All installed and portable equipment shall be identified on front and rear panels by nameplate labels as indicated on the drawings and approved in the shop drawings, or as directed on-site by the Owner, Owner, and/or Acoustical Consultant.
- E. Unless noted otherwise, standard gang connection panels shall be Sierra stainless steel wall plates, or color as selected by Owner.
- F. Unless noted otherwise, NEMA size connection panels shall be clear anodized brushed aluminum, or color as selected by Owner.
 - 1. 12-inches or smaller: 1/8-inch thick.
 - 2. Larger than 12-inches: 3/16-inch thick.
 - 3. Field-verify mounting conditions for each box. Flush mounted plates shall have a minimum 1/2-inch flange on all sides.
- G. All connection panels shall have countersunk screw holes and Phillips countersunk or oval-head screws finished to match the panel. All lettering shall be engraved and filled directly on the panel. Regardless of panel color, all panel mounted connectors should match the finish color of the panel wherever possible.
- H. All standard sized rack panels used to mount controls or connectors shall have formed edges, with all lettering engraved and filled directly on the panel.
- I. Verify all dimensions and spacing for panel-mounted components and engraving. Unless noted otherwise, engraved text shall be 3/16-inch high. Spacing between panel-mounted components shall be sufficient to enable front cable connections to be made easily.
- J. Connection panel layouts shall be according to function with all connections of one type located together. Labels shall be located above the corresponding connector or component. All connection panels and nameplates on the project shall be uniform in layout and nomenclature. Microphone multipin connectors shall be placed at the bottom of connection panels.

- K. No wall or floor mounted connection panels shall carry the logo of the contractor's firm.
- L. All nameplates and patch panel labels shall reflect Alternates accepted or rejected.
- M. Submit shop drawings for each connection panel with all connections, devices, labels, colors and sized clearly indicated.

3.4 PAINTING

- A. Paint all exposed hardware, loudspeakers, baffles, wall plates, and any other item furnished under this contract not specifically noted otherwise on the drawings, color and method as selected and approved by the Owner.
- B. Any custom painting of loudspeakers shall be done at the factory or other controlled environment using spray or powder-coat process without damage to components or blocking grille openings. Except as otherwise noted herein, painting with brush or roller is not acceptable. Verify all finishes with Owner and indicate on shop drawings submitted for review.

3.5 PRELIMINARY SYSTEM TESTS AND ADJUSTMENTS

- A. The Systems Contractor shall be responsible for preliminary field tests and adjustments of the completed sound reinforcement systems prior to the time reserved for system equalization. Circuits containing equalizers and resistors to be installed later may be strapped across to permit preliminary system testing. Such tests shall be made in conformance with the recommendations of the equipment manufacturer and Acoustical Consultant.
- B. Preliminary system tests and adjustments shall include but not be limited to the following
 1. Verification that all loudspeakers are properly installed, tapped, and circuited as indicated on the drawings.
 2. Measurement of each loudspeaker line impedance to verify that no short/open circuits exist (including shorts to conduit/ground) and proper/expected loads are connected.
 3. Testing of each loudspeaker to ascertain that none of the units "squawk" or "rattle" when energized with one-third octave bands of pink noise at a nominal input power of two watts.
 4. Phasing of all microphones, microphone cables, and microphone inputs.
 5. Qualification of all Category-type field cabling.
 6. Functional tests of all individual audio equipment
 7. Functional tests of all control equipment and custom user interfaces. All control communication shall be verified and tested to perform the functions listed in these specifications and detailed in the custom touchpanel interface.
 8. Setup of all dedicated networks, including assignment of appropriate IP addresses for all equipment, setup of any DHCP servers and wireless access points, and switch configuration.
 9. Unbox, assemble, test, and all store portable equipment where appropriate.
 10. Installation of the latest product firmware and software.
 11. Functional tests of the installed system(s) as required to assure that the system(s) are ready for final tests and adjustments.

- C. The Systems Contractor shall be responsible for notifying the Acoustical Consultant of any unresolved malfunctions encountered during preliminary system tests and of any equipment not at the site sufficiently prior to system equalization.
- D. Most of the final tests and adjustments will be performed concurrently with system equalization. However, if troubles are encountered, preliminary tests and adjustments shall continue until the system operates in a satisfactory manner.

3.6 FINAL SYSTEM TESTS AND EQUALIZATION (COMMISSIONING SERVICES)

A. Sound Systems

- 1. The process is termed system "tuning" or "equalization" and is accomplished after the completion of the system installation, but prior to any use of the sound reinforcement system. At this time, it is possible to measure the acoustic response of the system and to determine the feedback frequencies that actually exist. The broadband and narrowband filters are then tuned to these specific conditions.
- 2. To achieve proper acoustic levels and aiming, select loudspeaker transformers may require re-tapping and select loudspeakers or loudspeaker clusters may require reorientation as directed by the Acoustical Consultant.
- 3. After the sound reinforcement system(s) has received its preliminary testing and is found to be operating correctly, without hum, distortion, oscillations, radio frequency interference, etc., all equipment is fully functioning, and all circuits and connections have been examined, the system shall be commissioned and configured, including, but not limited to, the following adjustments:
 - a. Adjustment of all gain controls to proper levels.
 - b. Equalization of the loudspeaker systems using broadband graphic or parametric equalizers, delays, and compressors/limiters.
 - c. Equalization of each installed wired and wireless microphone using broadband graphic or parametric equalizers and any applicable dynamics.
 - d. Proper setup of any automatic mixer processing.
 - e. Proper setup of all wireless microphone systems, including coordination of all wireless microphone frequencies.
 - f. Configuration of the mixing console with input from the Owner.
 - g. Configuration of narrowband equalizers to minimize microphone feedback in the system.
 - h. Proper setup of any acoustic echo cancellation processing.

B. Networking and Control Systems

- 1. After the networking and control system(s) has received its preliminary testing and is found to be operating correctly, all control interfaces are fully operational, all equipment is functioning properly, and all circuits and connections have been examined, the system shall be commissioned and configured, including, but not limited to, the following adjustments:

- a. Verification of all specified control operations.
 - b. Verification and adjustment of all user control interfaces for proper operation, with input from the Owner for custom interfaces.
 - c. Verification of all control software installations.
 - d. Verification of a proper Ethernet network configuration.
- C. The Systems Contractor shall furnish the services of a competent technician, one having knowledge of the system, to adjust the sound reinforcement system equipment and connections as requested by the Acoustical Consultant during the time reserved for system equalization. It is estimated that this technician should be available for approximately four (4) 10-hour days.
- D. These periods of time will be used for equalization and final system tests and adjustments. They will not, however, include the time that might have to be expended in the correction of system wiring errors, improper system performance due to noise, oscillations, etc. The Systems Contractor shall make his own assessment of the total time required for the technician referenced above.
- E. If, in the opinion of the Acoustical Consultant, the system does not appear to be functioning properly, the Systems Contractor may be required to perform tests on any individual item of equipment to determine its operational status. Any measurements deemed necessary shall be made for frequency response, distortion, etc.
- F. If after maximum effort by all concerned, it should prove impossible to complete the equalization within the stipulated period, the technician shall be made available for additional hours at no additional cost to the Owner if the Acoustical Consultant feels such assistance is necessary.
- G. *The commissioning services shall be provided for the Owner by AVANT ACOUSTICS, the Acoustical Consultant. These services shall be the subject of a separate contract directly between the Owner and the Acoustical Consultant.*

3.7 SYSTEM WARRANTY AND MAINTENANCE

- A. The Systems Contractor shall warrant the sound reinforcement system against defects in materials and workmanship, including any required parts and labor, during a one year warranty period from date of final acceptance or first beneficial use, whichever occurs first, of the completed sound reinforcement system at no cost to the Owner.
- B. The Systems Contractor shall make at least two visits to the job site to determine that all equipment is functioning satisfactorily, and to perform any maintenance services that may be required. The first of these visits shall occur approximately six months after the commencement of the warranty period, and the second visit shall occur approximately six months thereafter, but prior to the end of the warranty period.
- C. Maintenance services requiring additional visits shall also be performed at no charge. Maintenance services shall consist of, but not be limited to, operational tests and checks of all equipment.
- D. Any defective equipment discovered during any maintenance visit shall be repaired or replaced under the terms of the warranty. The Systems Contractor shall not be liable for equipment damaged by improper use, negligence, or accidental acts of nature.

- E. Warranty and maintenance services shall be restricted to normal working hours unless the Owner agrees to pay the difference in labor rates for overtime work.

3.8 NOTEBOOK OF OPERATING INSTRUCTIONS

- A. The Systems Contractor shall assemble notebooks for each sound reinforcement system listed and as described below, and forward accurate field drawings of all wire numbers and control panel and patch panel engraving (for use in record drawing revisions) together with the notebooks to the Acoustical Consultant for review.
- B. The Acoustical Consultant will insert simplified operating instructions, warranty information, and one-line diagrams of record for the sound reinforcement system into the notebooks. The Acoustical Consultant will then forward the notebooks to the Owner through the Owner.
- C. The information described below shall be neatly organized and assembled in standard 8½-inch by 11-inch, 3-ring stiff covered notebooks having a clear plastic label holder on the spine. Notebooks shall have one inch of extra capacity for the one-line diagrams of record, to be added later. Name each notebook by room and as follows

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OPERATING INSTRUCTIONS AND MANUALS
EMPORIA STATE UNIVERSITY
EMPORIA, KS

- D. Notebook contents shall include the following sections, each with binder dividers and labels:
 - 1. Table of Contents, with main entries for each major section and equipment category, and sub-entries for each equipment manual included.
 - 2. System Operating Instructions, to be provided by the Acoustical Consultant.
 - 3. System Warranty information, to be provided by the Acoustical Consultant.
 - 4. One-line Diagrams of Record, to be provided by the Acoustical Consultant.
 - 5. Shop/As-Built Drawings.
 - 6. Equipment Manuals, including manufacturer's warranty information, manufacturers' operating instructions, manufacturers' service manuals having schematic diagrams and parts lists, and any other information pertaining to the operation and routine maintenance of each major item of electronic equipment. This documentation shall be organized and divided into the equipment type categories used in this specification (i.e. Microphones, Microphone Accessories, etc.); with binder dividers and labeled tabs for each category.
 - 7. Equipment software and configuration files, control system code and configuration files, and any software licenses.
 - 8. Video archive of the training session(s), described below.
 - 9. Any other documentation deemed pertinent to the operation and maintenance of the sound reinforcement system.
- E. Documentation for each major item of equipment shall be an electronic version printed in color and three-hole punched, or the original manufacturer provided manual inserted into clear binder pockets. Each manual shall be placed into the appropriate category section.

- F. Oversized drawings shall be neatly folded to approximately 8½-inch by 11-inch size and inserted individually into binder pockets and placed in the appropriate binder category.
- G. An electronic version of all the binder contents shall be provided on a USB drive with each manual. The documents shall be separated in appropriately named individual PDF files. All software files shall be included on each USB drive.

3.9 SYSTEM OPERATING ASSISTANCE AND TRAINING

- A. After the sound reinforcement system has received its final testing and equalization and is fully operational, the Systems Contractor and Acoustical Consultant shall instruct designated representatives of the Owner in the proper methods of system operation.
 - 1. All training sessions shall be videotaped by the Systems Contractor for inclusion in the Notebook of Operating Instructions.
 - 2. The Acoustical Consultant, as part of the System Commissioning agreement, will perform one (1) day of end user training sessions on the systems as a whole.
 - 3. The Systems Contractor shall provide a manufacturer authorized instructor for one (1) advanced training session on the Digital Mixing Console.
- B. The Systems Contractor shall provide system operating assistance for the first two major uses of the completed sound reinforcement system. This assistance shall be provided at the times required by the Owner and there shall be no extra charge for work during this time prior to or after the normal working day.
- C. The Acoustical Consultant, as part of the System Commissioning agreement, will provide system operating assistance for one major use of the completed sound reinforcement system.

PART 4 - EQUIPMENT SCHEDULES

4.1 STANDBY EQUIPMENT

- A. The Systems Contractor shall have the following standby equipment on hand at the job site during the period set aside for system equalizing for the possible replacement of defective components. All unused standby equipment and any replaced equipment shall remain the property of the Systems Contractor
 - 1. Cable and connectors used on connection panels and in equipment racks.

4.2 BASE BID PORTABLE EQUIPMENT QUANTITY

- A. Quantities shown below are only for portable equipment not permanently mounted and/or not permanently connected to the sound reinforcement system. Refer to the drawings for other equipment quantities, or as noted, for additional requirements. Systems Contractor shall unbox, assemble, test, and store portable equipment where appropriate.
- B. Provide Cable straps for all portable cables.
- C. Microphones

1. Six (6) Earset Microphones.

D. Portable Loudspeakers

1. Six (6) Portable Passive Loudspeakers.

E. Audio Accessories

1. Four (4) Type 1 Portable Loudspeaker Extension Cables.
2. Two (2) Type 2 Portable Loudspeaker Extension Cables.

F. Miscellaneous

1. One (1) copy of a Notebook of Operating Instructions.

4.3 ALTERNATE #1 PORTABLE EQUIPMENT QUANTITY

A. Audio Mixers and Accessories

1. One (1) Digital Stagebox.
2. One (1) Stagebox Case.
3. One (1) Type 1 Digital Stagebox Extension Cable.
4. One (1) Type 2 Digital Stagebox Extension Cable.

4.4 ALTERNATE #2 PORTABLE EQUIPMENT QUANTITY

A. Wireless Hearing Assistance – Radio Frequency

1. Four (4) Personal Receivers with charging station.
2. Four (4) Earphones.
3. Two (2) Neck Loops.

END OF SECTION 274116

**ESU BRUDER THEATRE
SOUND SYSTEM UPGRADES
EMPORIA, KANSAS**

GENERAL NOTES

- ALL EQUIPMENT SHOWN ON THE SR DRAWINGS IS TO BE PART OF THE BASE BID, UNLESS SPECIFICALLY NOTED AS PART OF AN ALTERNATE.
- THIS FACILITY IS AN EXISTING STRUCTURE. COORDINATE MOUNTING CONDITIONS AND EXPOSED CABLE ROUTING WITH EXISTING FIELD CONDITIONS.
- ALL DIMENSIONAL NOTES ARE EXPRESSED BY H (HEIGHT), W (WIDTH), AND D (DEPTH), IN INCHES.
- REFER TO ONE-LINE DIAGRAMS AND SPECIFICATIONS FOR EQUIPMENT MODELS TO BE PROVIDED AND INSTALLED.

CONDUIT BOXES/ENCLOSURES LEGEND

GENERAL:
1. MOUNT WALL BOXES 18 INCHES ABOVE FINISHED FLOOR TO MATCH WALL MOUNTED ELECTRICAL BOXES UNLESS OTHERWISE NOTED.
2. PRIMARY FUNCTION IS INDICATED FOR EACH BOX; ANY BOX MAY HAVE MULTIPLE SUB-FUNCTIONS.
3. MOUNTING HEIGHTS GIVEN ARE TO CENTER OF THE BOX.

SYMBOL	DESCRIPTION	FUNCTIONS
<p>TRIANGLES INDICATE SURFACE MOUNTED CONDITION.</p>	WALL BOX, REFER TO PLANS FOR DETAILED INFORMATION.	A ANTENNA CONNECTION. IC INTERCOM CONNECTION. J JUNCTION BOX. L LINE LEVEL CONNECTION. N NETWORK CONNECTION. M MICROPHONE CONNECTION. PB PULL BOX. TP TOUCHPANEL CONNECTION. V VOLUME CONTROL CONNECTION.

ONE-LINE DIAGRAM SYMBOL LEGEND

	XLR CONNECTION.
	RCA CONNECTION.
	PHOENIX CONNECTION.
	1/4-INCH PHONE PLUG CONNECTION.
	BANANA PLUG CONNECTION.
	NEUTRIK SPEAKON CONNECTION.
	RJ-45 CONNECTION.
	NEUTRIK ETHERCON JACK.
	TRANSFORMER, WITH WATTAGE TAP AS INDICATED.
	SCREW-DOWN TERMINAL STRIP.
	LOUDSPEAKER VOLUME CONTROL.
	ANTENNA.
	CONNECTION DESIGNATOR.
	CIRCUIT CONTINUED ON DIFFERENT SHEET OR AT OTHER DIAGRAM LOCATION.
	SHEET NUMBER WHERE CIRCUIT IS CONTINUED.
<i>"LABELS"</i>	SLANTED TEXT IN QUOTES INDICATES EQUIPMENT LABELS.

ABBREVIATIONS

ACP	ACOUSTICAL CEILING PANEL.
ACT	ACOUSTICAL CEILING TILE.
AFC	ABOVE FINISHED CEILING. INDICATES DIMENSION ABOVE CEILING PANEL.
AFF	ABOVE FINISHED FLOOR. INDICATES DIMENSION ABOVE FLOOR SURFACE.
AP	ACCESS POINT.
B	BLANK COVER FOR FUTURE USE.
BP	BLANK PANEL.
C	CONDUIT, DIAMETER EXPRESSED IN INCHES.
HAS	HEARING ASSISTANCE SYSTEM.
MCP	METAL CEILING PANEL.
RF	RADIO FREQUENCY.
TC	TERMINATION CABINET.
TP	TOUCHPANEL.
VP	VENT PANEL.

ONE-LINE DIAGRAM WIRE LEGEND

<u>XXX</u>	WIRES FOR AUDIO, VIDEO, OR RADIO FREQUENCY SIGNALS OVER COPPER CABLING. CABLE OR SIGNAL TYPE AS INDICATED.
<u>XXX</u> - - - - -	WIRES FOR NETWORK OR CONTROL SIGNALS OVER COPPER CABLING. CABLE OR SIGNAL TYPE AS INDICATED.
<u>XXX</u>	WIRES FOR SIGNALS OVER FIBER OPTIC CABLES. CABLE OR SIGNAL TYPE AS INDICATED.

NOTATIONAL SYMBOLS

	REVISION NUMBER, UPWARD TRIANGLE. REFER TO REVISION LIST ON SHEET WHERE REFERENCE OCCURS FOR REVISION DATE.
	SHEET KEY NOTE, HEXAGON. REFER TO SPECIFIC NOTES ON SHEET WHERE REFERENCE OCCURS.

ABBREVIATIONS

AFC	ABOVE FINISHED CEILING. INDICATES DIMENSION ABOVE CEILING PANEL.
AFF	ABOVE FINISHED FLOOR. INDICATES DIMENSION ABOVE FLOOR SURFACE.
AP	ACCESS POINT.
AV	AUDIO-VISUAL.
B	BLANK COVER FOR FUTURE USE.
BP	BLANK PANEL.
C	CONDUIT, DIAMETER EXPRESSED IN INCHES.
HAS	HEARING ASSISTANCE SYSTEM.
RF	RADIO FREQUENCY.
TC	TERMINATION CABINET.
TP	TOUCHPANEL.
VP	VENT PANEL.

REV.	DATE	DESCRIPTION

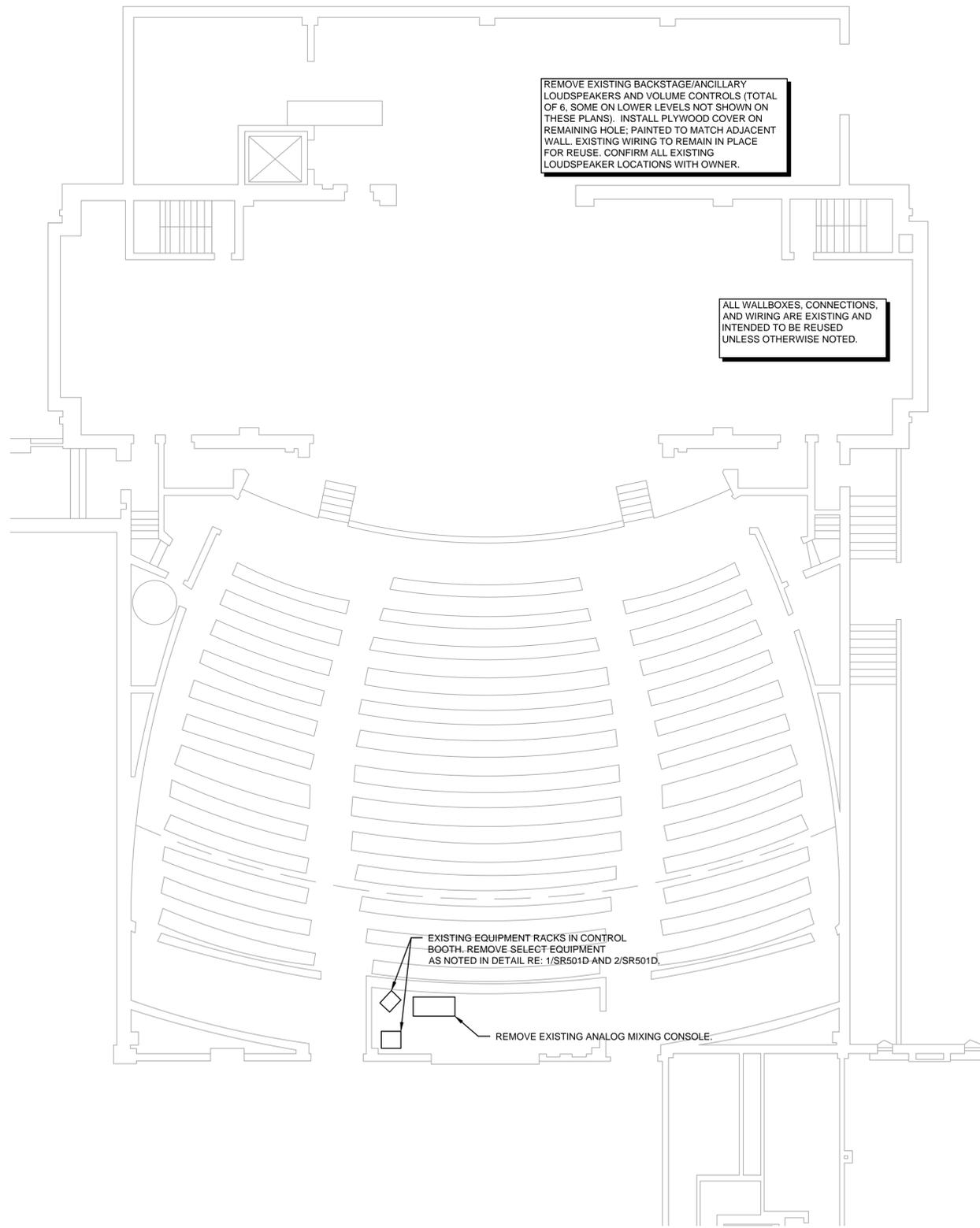
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Design: JMH
Drawn: DJW
Approved By: JMH
Date: 2018-11-14
Job Number: B8080

SOUND REINFORCEMENT SYSTEM - GENERAL NOTES

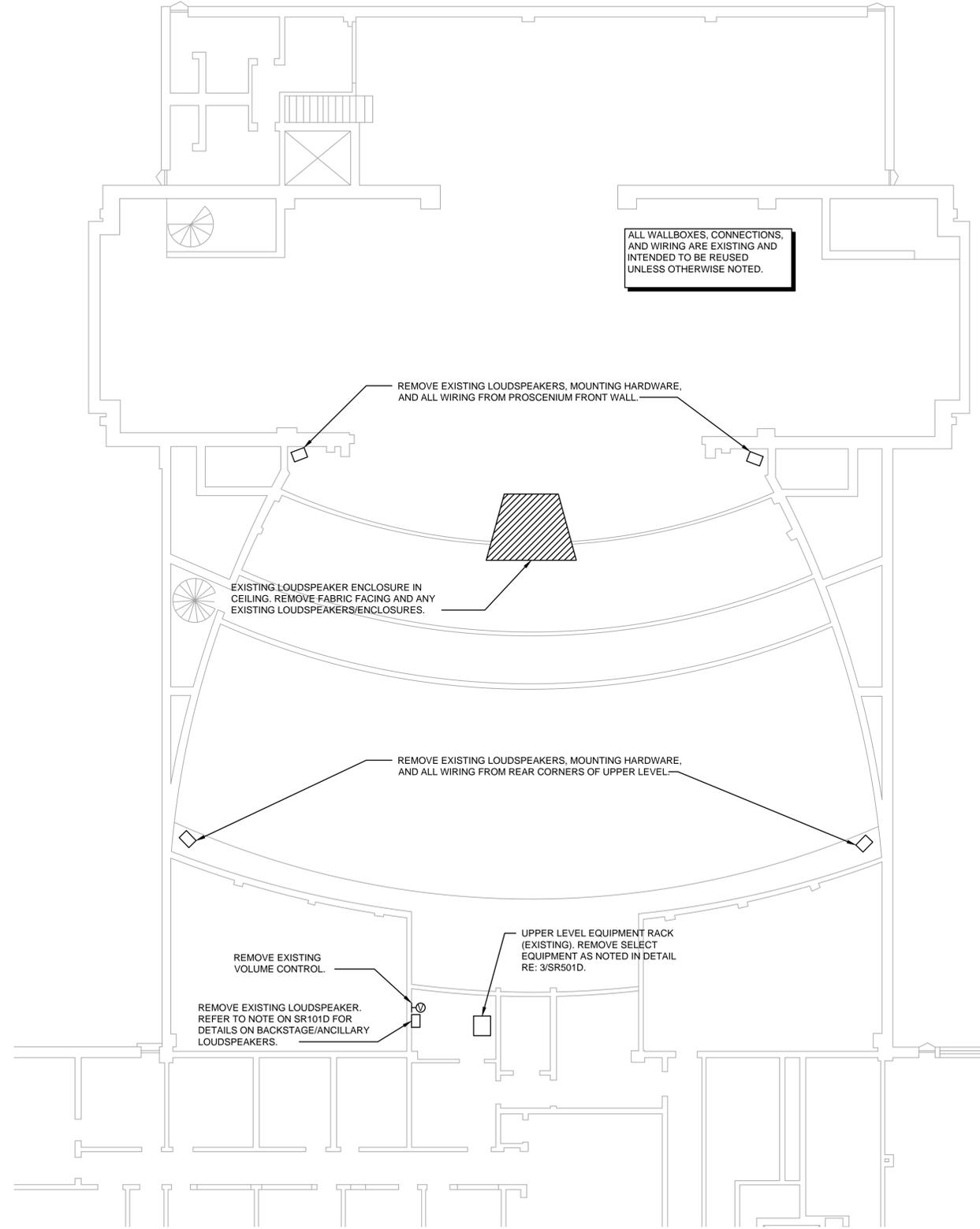
SR001

**ESU BRUDER THEATRE
SOUND SYSTEM UPGRADES
EMPORIA, KANSAS**



1 FIRST FLOOR SOUND REINFORCEMENT SYSTEM DEMOLITION PLAN

Scale: 1/8" = 1'-0"



2 SECOND FLOOR SOUND REINFORCEMENT SYSTEM DEMOLITION PLAN

Scale: 1/8" = 1'-0"

REV.	DATE	DESCRIPTION

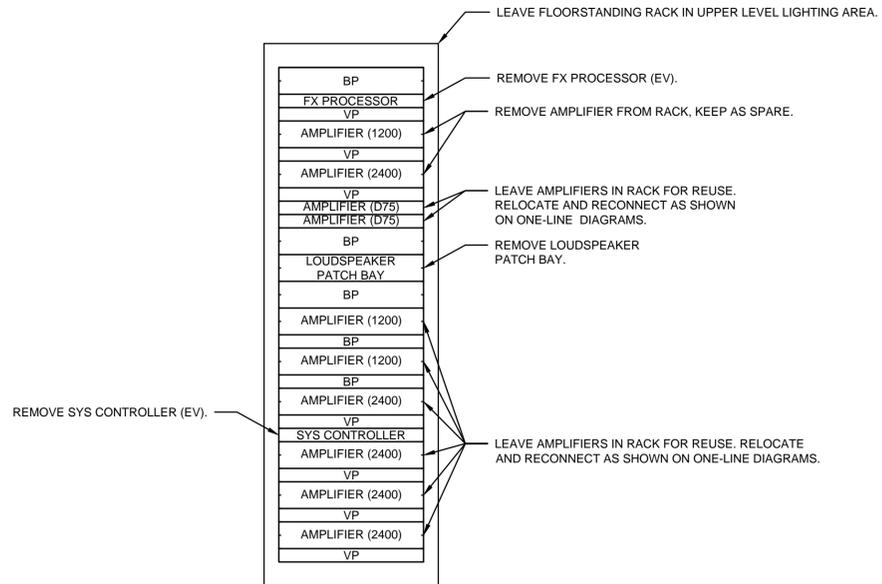
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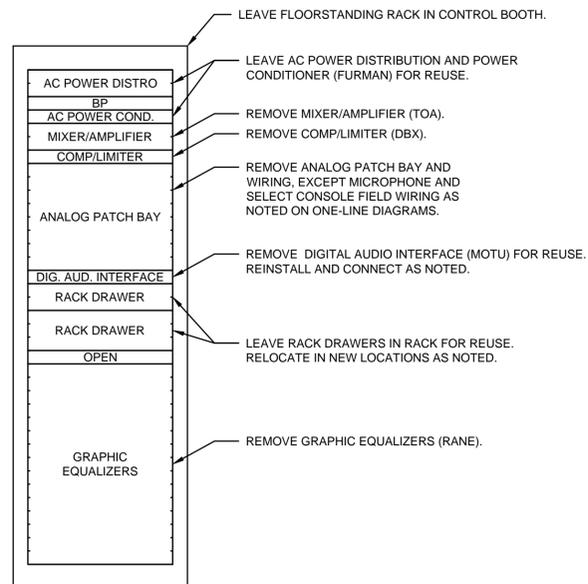
**SOUND
REINFORCEMENT
SYSTEM - DEMOLITION
PLANS**

SR101D

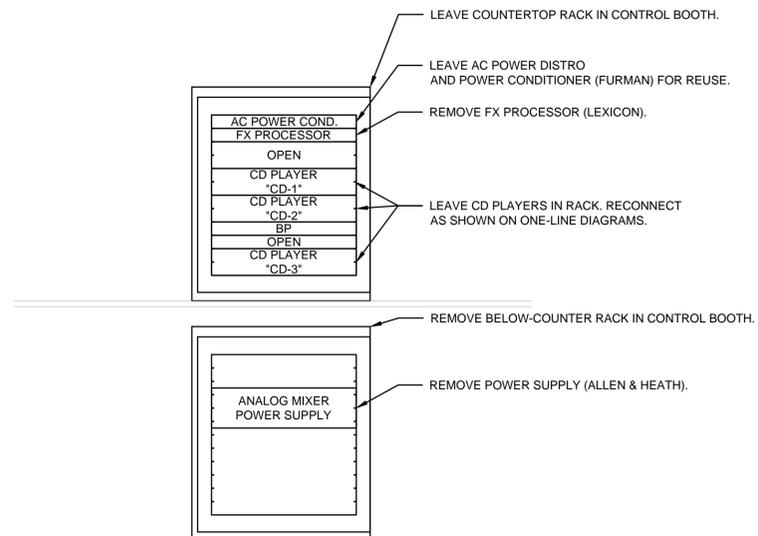
**ESU BRUDER THEATRE
SOUND SYSTEM UPGRADES
EMPORIA, KANSAS**



3 UPPER LEVEL EQUIPMENT RACK - DEMOLITION PLAN
Scale: 1" = 1'-0"



1 FLOORSTANDING EQUIPMENT RACK - DEMOLITION PLAN
Scale: 1" = 1'-0"



2 COUNTERTOP AND UNDER-COUNTER EQUIPMENT RACKS - DEMOLITION PLAN
Scale: 1" = 1'-0"

REV.	DATE	DESCRIPTION

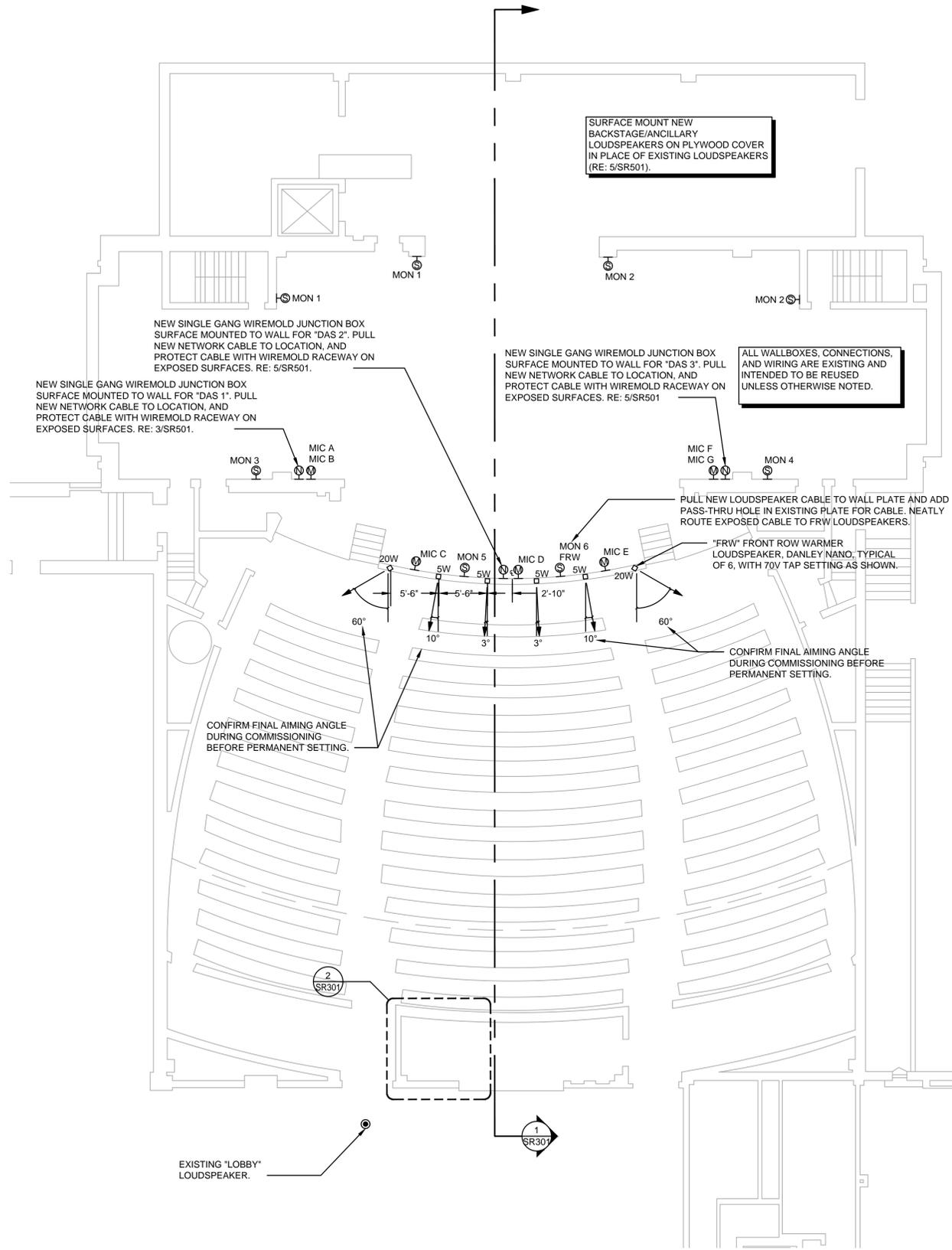
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**SOUND
REINFORCEMENT
SYSTEM - DEMOLITION
DETAILS**

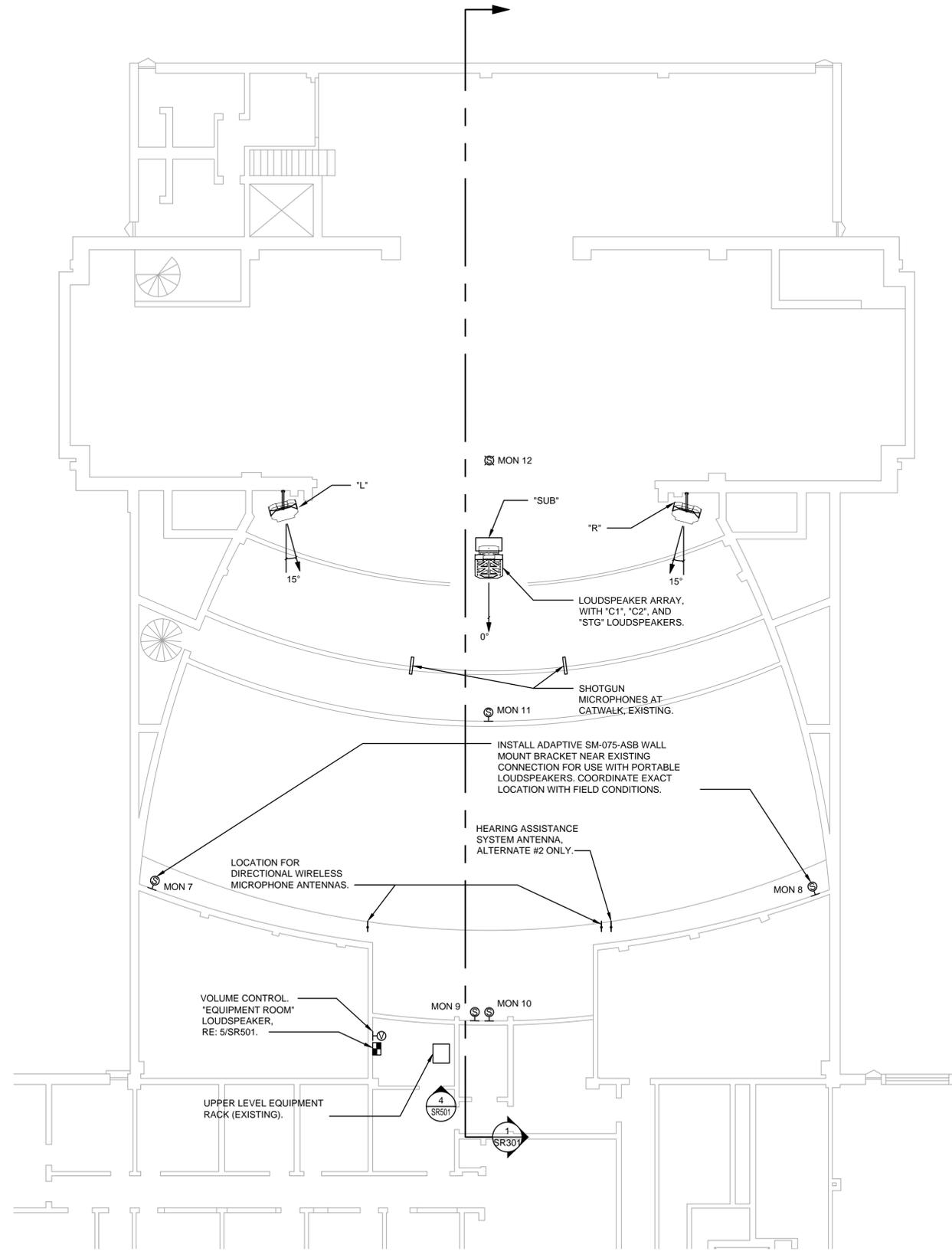
SR501D

**ESU BRUDER THEATRE
SOUND SYSTEM UPGRADES
EMPORIA, KANSAS**



1 FIRST FLOOR SOUND REINFORCEMENT SYSTEM PLAN

Scale: 1/8" = 1'-0"



2 SECOND FLOOR SOUND REINFORCEMENT SYSTEM PLAN

Scale: 1/8" = 1'-0"

REV.	DATE	DESCRIPTION

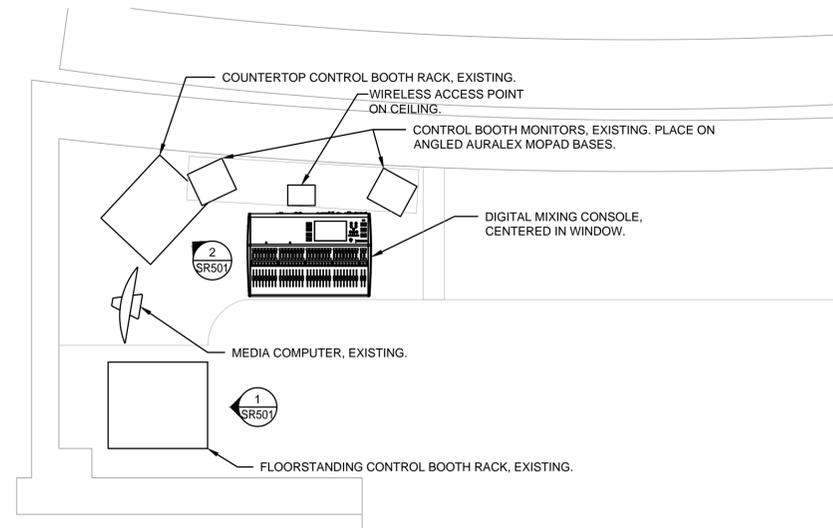
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SOUND REINFORCEMENT SYSTEM - PLANS

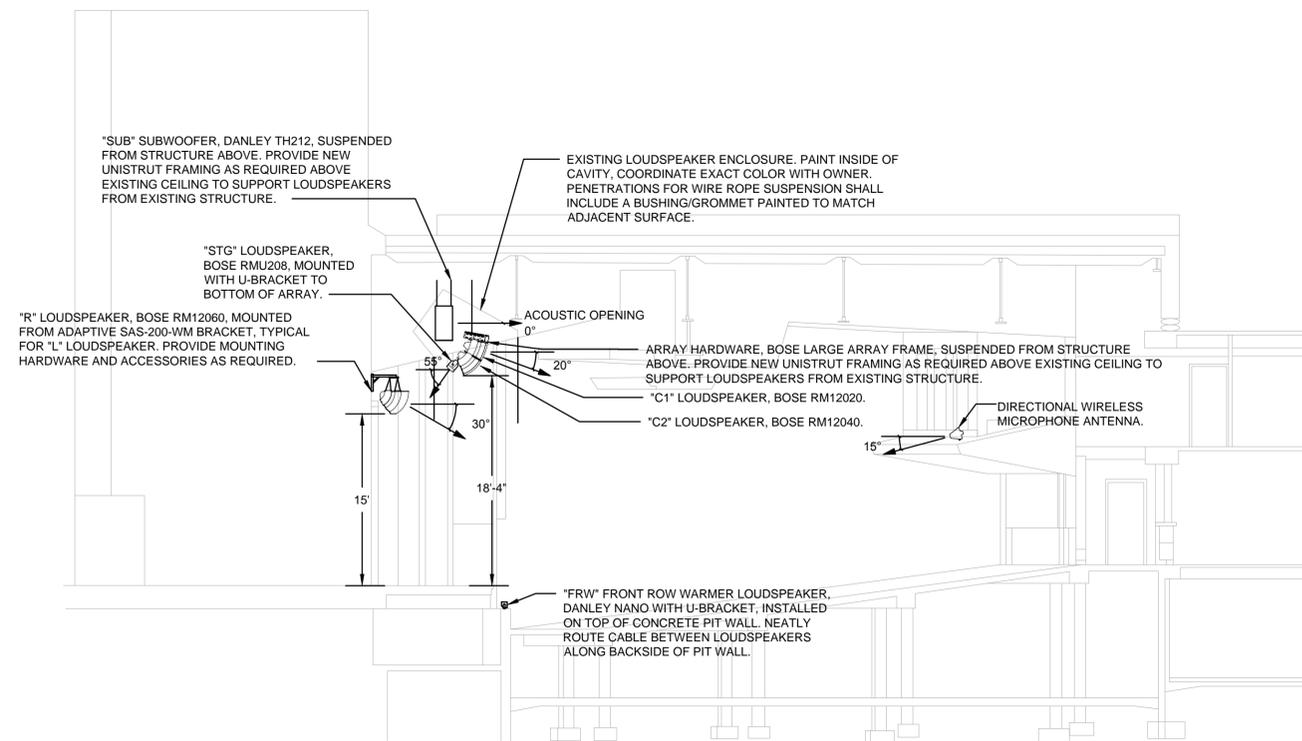
SR101

**ESU BRUDER THEATRE
SOUND SYSTEM UPGRADES
EMPORIA, KANSAS**



2 CONTROL BOOTH - ENLARGED PLAN

Scale: 1/2" = 1'-0"



1 SOUND REINFORCEMENT SYSTEM - SECTION

Scale: 1/8" = 1'-0"

REV.	DATE	DESCRIPTION

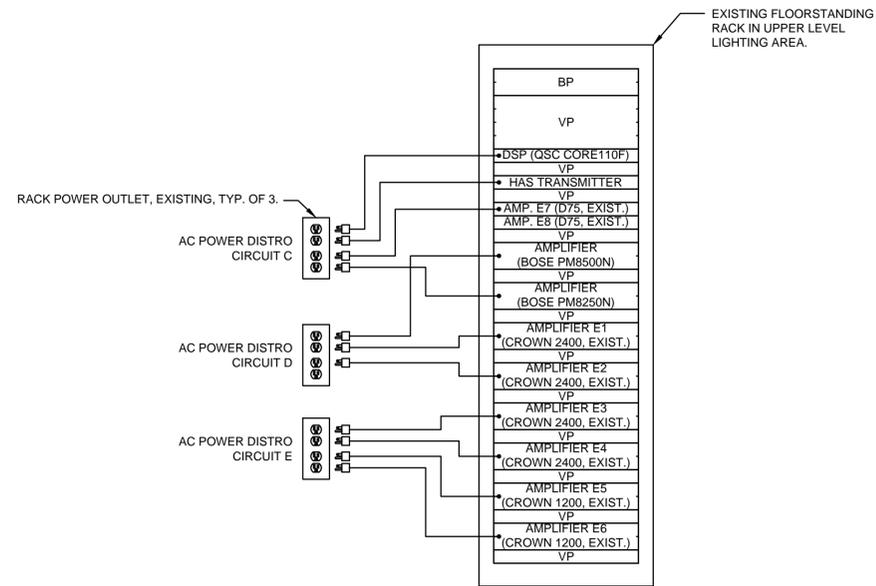
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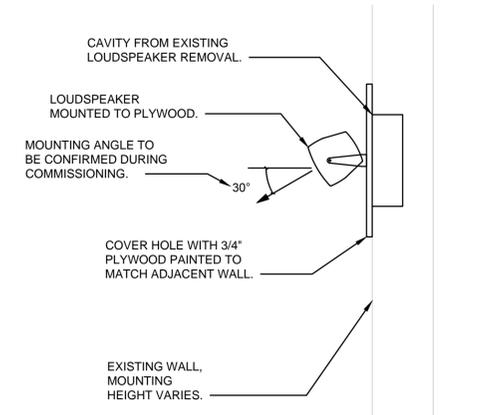
**SOUND
REINFORCEMENT
SYSTEM - SECTION
AND ENLARGED PLANS**

SR301

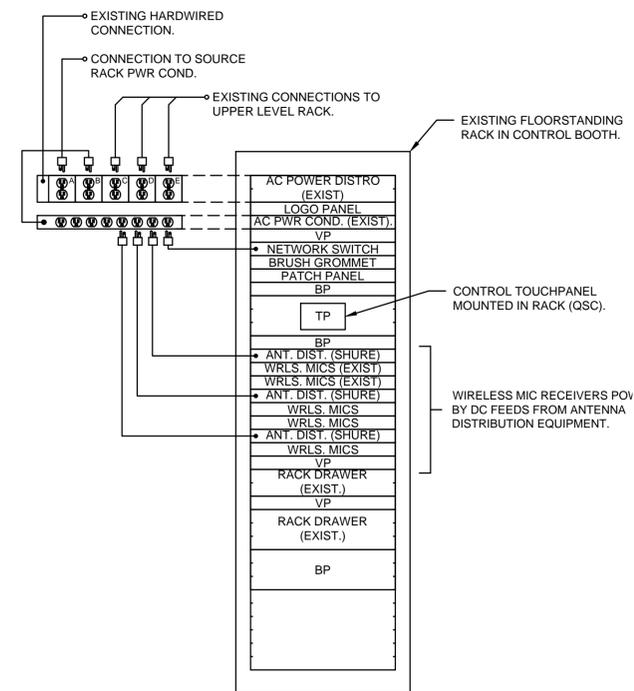
**ESU BRUDER THEATRE
SOUND SYSTEM UPGRADES
EMPORIA, KANSAS**



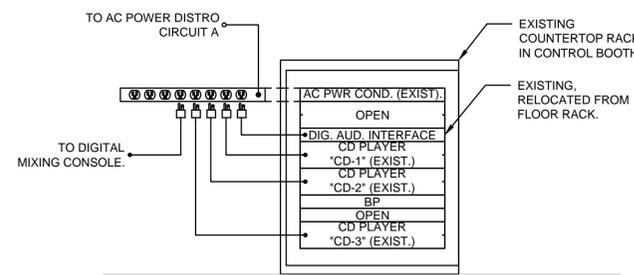
4 UPPER LEVEL EQUIPMENT RACK - ELEVATION
Scale: 1" = 1'-0"



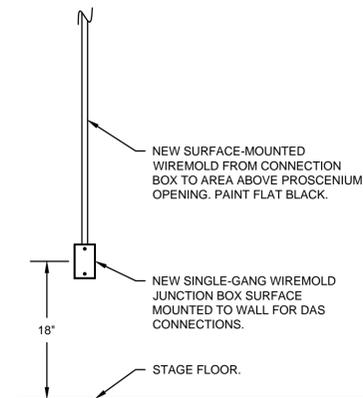
5 LOUDSPEAKER MOUNTING DETAIL.
Scale: 1" = 1'-0"



1 FLOORSTANDING EQUIPMENT RACK - ELEVATION
Scale: 1" = 1'-0"



2 COUNTERTOP EQUIPMENT RACK - ELEVATION
Scale: 1" = 1'-0"



3 DAS CONNECTION PLATE - DETAIL
Scale: 1" = 1'-0"

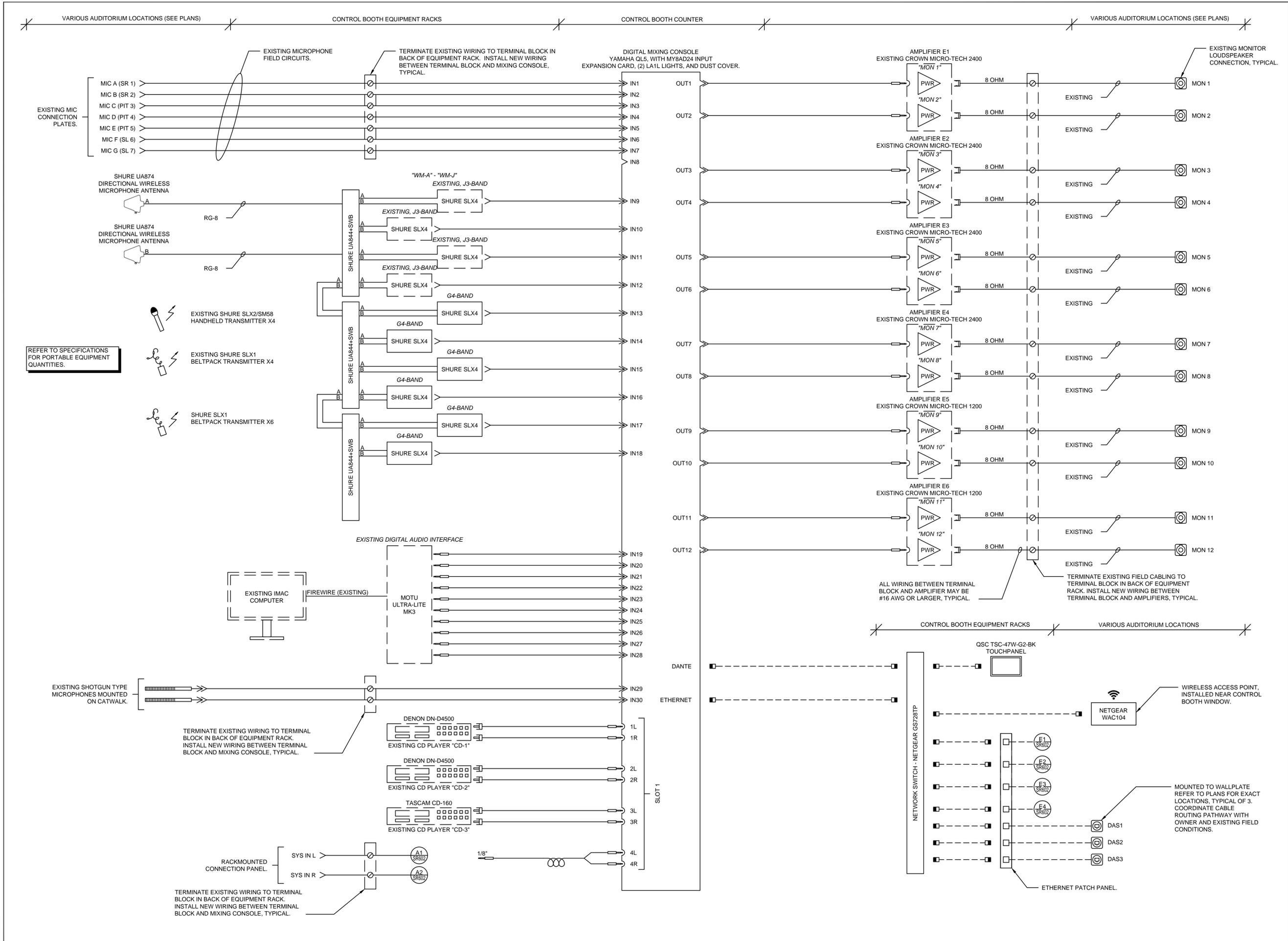
REV.	DATE	DESCRIPTION

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Date: 2018-11-14
Job Number: B8080

**SOUND REINFORCEMENT
SYSTEM - RACK
ELEVATIONS AND
DETAILS**

SR501



**ESU BRUDER THEATRE
SOUND SYSTEM UPGRADES
EMPORIA, KANSAS**

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Date: 2018-11-14
Job Number: B8080

**SOUND
REINFORCEMENT
SYSTEM - ONE-LINE
DIAGRAM**

SR601

**ESU BRUDER THEATRE
SOUND SYSTEM UPGRADES
EMPORIA, KANSAS**

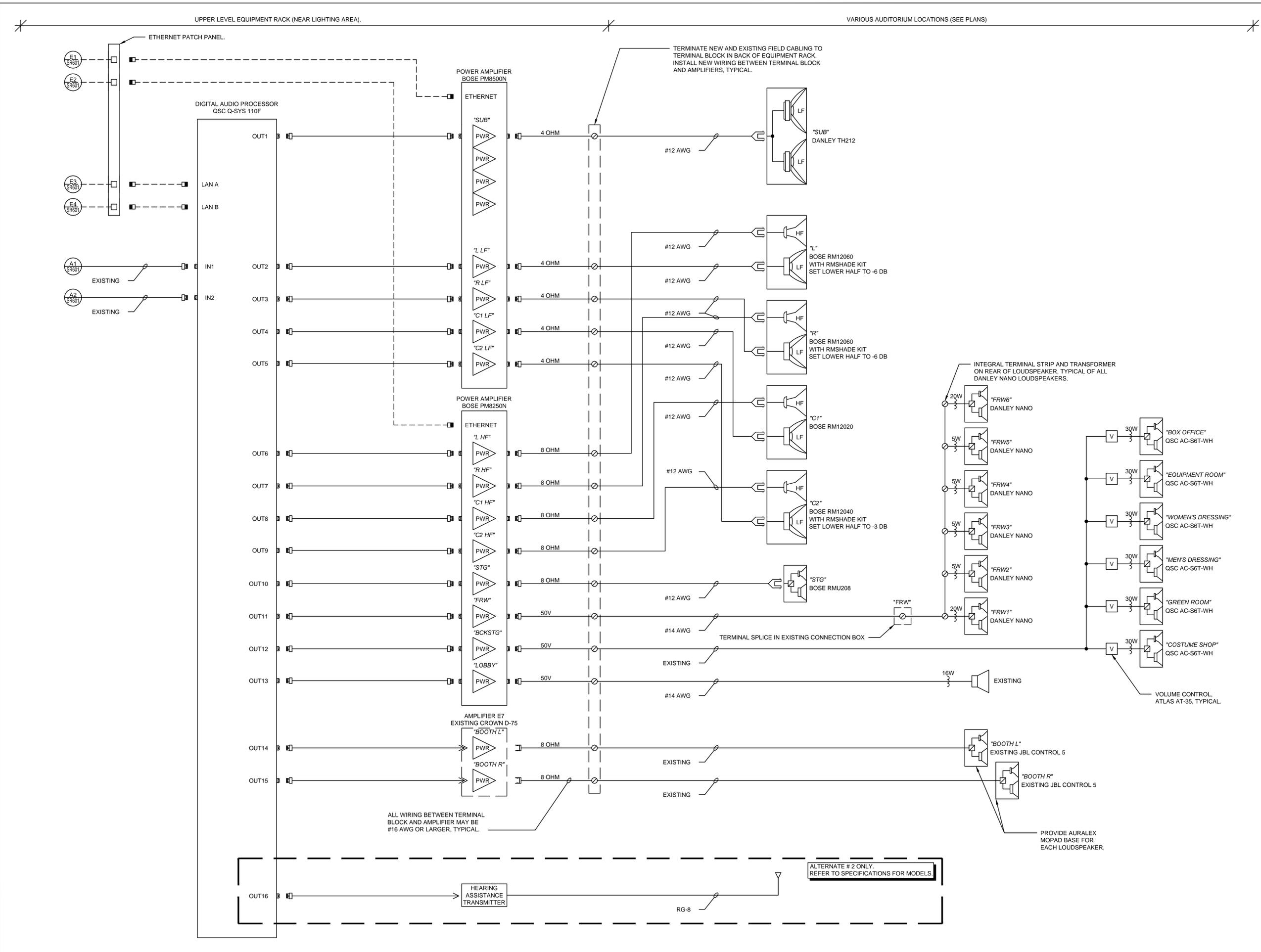
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Job Number: B8080

**SOUND
REINFORCEMENT
SYSTEM - ONE-LINE
DIAGRAM**

SR602



VI. COST PROPOSAL

BASE BID \$ _____

ALTERNATE NO. 1 (Digital Stagebox) \$ _____

ALTERNATE NO. 2 (Hearing Assistance System) \$ _____

State of Kansas
 Emporia State University
 ESU-146a (Rev. 07-18)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form ESU-146a, Rev. 07/2018), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, being the 15th day of November, 2018.

1. **Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require Emporia State University or any of its affiliates ("University") to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The terms, conditions, and limitations of liability of the State of Kansas, the University, and their employees are defined under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).

3. **Termination Due to Lack of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, the University may terminate this agreement at the end of its current fiscal year. The University agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided under the contract for which it has not been paid. The University will pay contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement under this provision, title to any such equipment shall revert to contractor at the end of the University's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Kansas Law and Venue:** All matters arising out of or related to this agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit arising out of or related to this agreement shall reside only in courts located in the State of Kansas.

5. **Required Non-Discrimination Provision:** Contractor agrees to comply with all applicable state and federal anti-discrimination laws. Contractor specifically agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or if it is determined that the contractor has violated applicable provisions of ADA, such violation(s) shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the University. The provisions of this paragraph (except the provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the University cumulatively total \$5,000 or less during the fiscal year.

Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance individuals in employment without regard to race, color, religion, sex, national origin, protected veteran status or disability.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the University has agreed to binding arbitration, or the payment of damages or penalties. Further, the University does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages or rights of action available to the University at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

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9. **Responsibility for Taxes:** The University shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance:** The University shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require the University to establish a "self-insurance" fund to protect against any such loss or damage.

11. **Information/Confidentiality:** As a state agency, the University's contracts are generally public records. Accordingly, no provision of this contract shall restrict the University's ability to produce this contract in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 *et seq.*). Moreover, no provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 *et seq.*

12. **The Eleventh Amendment:** The Eleventh Amendment is an inherent and incumbent protection of the State of Kansas and need not be reserved, but the University here reiterates that nothing in or related to this contract shall be deemed a waiver of the Eleventh Amendment.

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

14. **Privacy of Student Records:** Contractor understands that the University is subject to FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g) and agrees to handle any student education records it receives pursuant to this Agreement in a manner that enables the University to be compliant with FERPA and its regulations. Contractor agrees to protect the privacy of student data and educational records in a commercially reasonable manner and shall not transmit, share, or disclose any data about a student without the student's written consent, except to other University officials who seek the information within the context of his/her professionally assigned responsibilities and used within the context of official University business. Contractor shall promptly report to the University any disclosure of University's student educational records.