

LOUISVILLE ARENA AUTHORITY – KFC YUM! CENTER CELLULAR DAS

RFP INSTRUCTIONS AND GENERAL CONDITIONS

DATE OF ISSUE: April 06, 2022

RFP # KFC 22-1809

TITLE: Cellular DAS

ISSUED BY: Anthony James Partners on behalf of Louisville Arena Authority – KFC YUM! Center

PROPOSALS WILL BE RECEIVED UNTIL 2 PM EASTERN TIME, May 24, 2022 FOR FURNISHING THE PRODUCTS AND SERVICES DESCRIBED HEREIN.

All requests for information should be in writing and directed to Charlie Cramer, Anthony James Partners, LLC, charliec@anthonyjamespartners.com, with a copy to Anthony Hopkins, KFC YUM! Center, ahopkins@kfcyumcenter.com

The undersigned offers and agrees to furnish the goods/services in accordance with the attached proposal and as mutually agreed upon by subsequent negotiation.

Proposer: _____ Date: _____

Name: _____

Title: _____

Zip Code _____ Phone: _____
Fed ID No: _____ Fax: _____
Email: _____ Signature: _____

1. SECTION 00 1000 – RFP INSTRUCTIONS AND GENERAL CONDITIONS

1.1 INTRODUCTION

The Louisville Arena Authority is a Kentucky non-stock, non-profit corporation, created for the purpose of overseeing the creation, design, construction, financing, management and operation of the multi-purpose arena built in downtown Louisville, Kentucky. The arena, named the “KFC YUM! Center,” opened in October 2010. The LAA’s all-volunteer Board of Directors is comprised of some of the most talented and successful individuals in Kentucky. The LAA was created under the Kentucky not-for-profit corporation statutes and has obtained 26 USC § 501 (c) (3) tax-exempt status. Key background data is provided for some context for the Project.

The KFC YUM! Center, a state-of-the-art multi-purpose arena, is home to the University of Louisville Men’s and Women’s Basketball programs. Additionally, it is designed to accommodate a wide variety of other events including NCAA championships such as wrestling, gymnastics, and volleyball, as well as concerts, family shows, trade shows and conventions.

The Request for Proposal represents the minimum requirements to furnish a complete turnkey package as described in this RFP.

The Contractor will provide the Work described in the RFP Documents on a ‘turnkey basis.’ Work contemplated by this RFP includes, unless otherwise indicated, manufacturing, supply, delivery, installation, labor, related services (including design) and testing of all equipment and materials necessary to install and operate the IPTV System(s) as described in the RFP Documents, and more particularly in the technical specifications included in the RFP Documents.

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Proposers responding to this RFP must provide pricing for a complete turnkey installation, including pricing for the provision and installation of all items necessary to provide finished and fully operational systems. Materials, equipment and related services required for the provision and installation of such a system, not expressly addressed in this RFP, are understood to be the responsibility of the Proposer.

1.2 GENERAL DESCRIPTION

The Contractor shall provide a complete, workable, and operational system including all labor, equipment, tools, material, engineering, supervision, licenses, insurance, permits and bonds to engineer, manufacture and install a fully integrated and operational System(s) highlighted by the following:

- A. ARENA CELLULAR DAS
- B. OPTIONAL HIGH-DENSITY WI-FI

1.3 DEFINITIONS

- A. "Proposer" shall mean each Vendor submitting a proposal in response to this RFP.
- B. "Contractor" shall mean the Vendor that has been selected to provide products or services or both to Owner.
- C. "Owner" shall mean Louisville Arena Authority.
- D. "Code Authority having Jurisdiction" shall mean the office or Agency responsible for assuring the work's compliance with the State Building Code.
- E. "Contract" shall mean any written contract entered into between Owner and Contractor following the award of a contract with respect to this project.
- F. "Substantial Completion" – shall be defined as all work under the Contract has been substantially completed in accordance with the terms of the Contract and all systems are fully operational and ready for the intended use. Systems shall be installed, all rack equipment installed, all cabling completed, system has been commissioned and tested in accordance with applicable requirements of the Technical Specifications and the Contract. The project is ready for final punch list by the Owner and/or Owner's designated representative.
- G. "Final Completion" – shall be defined as all punch list items have been completed and all work under the Contract is ready for final acceptance by the Owner once three (3) consecutive problem free events have been completed as defined by Section 3.6.F of the Technical Specifications.
- H. "RFP Documents" – refers to the request for proposals issued by Anthony James Partners on behalf of the Owner and more specifically consisting of the RFP Instructions and General Conditions dated April 06, 2022, Bid Form, Technical Specifications dated March 10, 2022, and any addenda issued in writing following issuance of this RFP.
- I. "Vendor" – refers to each entity receiving this RFP and from whom a proposal is being solicited.
- J. "Contract Sum" refers to the compensation, including all other fees, costs, expenses, taxes, and other amounts to be paid to the Contractor for the Work.

1.4 SITE VISITS

- A. All Proposers shall attend the Mandatory Pre-Bid Meeting referred to in Section 1.8B of this RFP. In connection with the Pre-Bid Meeting, Proposers shall be permitted to access and examine the site and take note of all conditions affecting the conduct and completion of the work.
- B. Submission of a Proposal will be deemed confirmation that the Proposer has complied with these requirements.
- C. Proposers are clearly advised that any drawings, plans, charts or other materials, whether supplied by or on behalf of Owner, AJP, or third parties, describing aspects of the site provided as part of this document or otherwise are not to be considered as definitive or as a substitute for any information which would otherwise be obtained by the Proposer during a formal Site inspection.

1.5 PROPOSALS SHALL BE SENT TO:

One (1) electronic copy to:

Anthony Hopkins
KFC YUM! Center
ahopkins@kfcyumcenter.com

Charlie Cramer
Anthony James Partners
charliec@anthonyjamespartners.com

1.6 GENERAL

- A. Proprietary Information - All material submitted, whether by Proposers, Vendors, including their sub-contractors and suppliers, in connection with the RFP process, becomes the property of the Owner, and may be returned or retained at Owner's sole option. Proposals submitted become the property of the Owner and may be reviewed and evaluated by any person at the discretion of the Owner. The Owner has the right to use any or all concepts presented in any reply to the RFP. Selection or rejection of the proposal does not affect this right. Information provided by the Owner to the requesting vendor for the purpose of providing a response to the RFP is the property of the Owner. However, the Owner considers Pricing Information and other information that is reasonably deemed proprietary and marked by the Proposer as "Confidential" as being confidential and will take reasonable precautions to prevent disclosure of such "confidential" information to third parties unless disclosure is required by applicable law.
- B. Proposal Validity - Proposals must be valid through November 30, 2022
- C. At Owner's option, portions of the RFP response from the Proposer to which the Contract is awarded and this RFP may be incorporated in the Contract.
- D. Vendors must submit proposals for the complete package including all required equipment, installation and functional connection of all equipment as described in this document. A proposal submitted in response to this RFP signifies the Proposer agrees to sell to Owner the indicated products, in whole or in part, at the sole discretion of Owner.
- E. It shall be the Vendor's responsibility to research the facility's event schedule to ensure there are no scheduling conflicts regarding installation of the systems components. Vendors are required to provide a proposed project schedule to determine if work will be required on weekends or if extended shifts will be required. Vendors will not be allowed to increase their costs because of the vendor's failure to research this aspect of their proposal. KFC YUM! Center is normally open for business 5 days per week, except national and state holidays.
- F. Change orders will not be accepted for errors in estimating the cost of the project. It is the responsibility of the Proposer to confirm the existing structural, electrical and data conditions. Vendors are required to view on-site conditions prior to submitting a proposal.
- G. The RFP shall act as a description of the minimum system requirements desired by the Owner and Proposers are required to provide a solution for the base proposal. Proposers are encouraged to offer viable alternatives.

1.7 PROPOSAL SUBMISSIONS GENERAL

- A. The following items must be submitted in the proposal:
 - 1. One (1) electronic copy of the proposal to Anthony Hopkins (KFC YUM! CENTER) and one (1) electronic copy to AJP.
 - 2. Introductory letter with contact information clearly labeled.
 - 3. Fully executed copy of the first page of this RFP.
 - 4. Proposer's Qualifications.
 - 5. A complete list of references for similar installations performed in the past 3 years with name of facility, photo of installation, contact name, title, address, and direct phone number.

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6. A formal list of intended design professionals, sub-contractors, and suppliers, including primary place of business, and estimated dollar amount. Contractor, subcontractors, and design professionals shall be licensed by appropriate Kentucky authorities / board as appropriate and required by law. Proposals should include a statement indicating the licensing status, including license number, of Contractor, subcontractors and design professionals required to be licensed in Kentucky and identified in your proposal
7. Equipment List.
8. Proposed Equipment Drawings/Renderings/Cut Sheets
9. Product cut sheets and technical data for each item proposed.
10. Warranty information for each application.
11. Services provided as part of the required two (2) year parts and labor warranty. The Bidder will also provide options for full-system parts and labor warranty extension to (10) years from systems acceptance.
12. Letter of Surety from your bonding agent, stating your ability to provide a 100% payment and performance bond if you are the successful Proposer.
13. Price and associated data must be provided on pricing sheet supplied with this RFP.
14. Proposed timeline for completing the work (Gantt Chart format).
15. Description and any other relevant information relating to Proposer's supplier diversity programs (if any).

1.8A PROJECT SCHEDULE SUMMARY: DAS

Issue RFP	Wednesday, April 6, 2022	
Mandatory Pre-bid	Tuesday, April 26, 2022	1 PM EST
Inquiry Deadline - RFIs	Tuesday, May 3, 2022	2 PM EST
Issue Responses to RFIs	Tuesday, May 10, 2022	
RFP Response Due	Tuesday, May 24, 2022	2 PM EST
Bidder Interviews	Friday, May 27, 2022	
Best and Final Solicitation	Friday, June 3, 2022	
Anticipated Award	Friday, June 10, 2022	
DAS Integration Commence	Sunday, July 2, 2023	
Substantial Completion	Tuesday, September 5, 2023	
Guaranteed Completion	Friday, September 15, 2023	

1.8B PROJECT SCHEDULE SUMMARY: OPTIONAL Wi-Fi – VARIANCE FROM DAS IN RED

Issue RFP	Wednesday, April 6, 2022	
Mandatory Pre-bid	Tuesday, April 26, 2022	1 PM EST
Inquiry Deadline - RFIs	Tuesday, May 3, 2022	2 PM EST
Issue Responses to RFIs	Tuesday, May 10, 2022	
RFP Response Due	Tuesday, May 24, 2022	2 PM EST
Bidder Interviews	Friday, May 27, 2022	
Best and Final Solicitation	Friday, June 3, 2022	
Anticipated Award	Friday, June 10, 2022	
Wi-Fi Integration Commence	Monday, July 25, 2022	
Substantial Completion	Tuesday, September 13, 2022	
Guaranteed Completion	Sunday, September 18, 2022	

Should Contractor fail to achieve Substantial Completion by dates indicated in section 1.8A/B, as that Contract Substantial Completion Date may be revised by Change Order pursuant to the terms of the Contract, the

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Contractor shall pay to Owner, as liquidated damages, Two Thousand Five Hundred Dollars (\$2,500) per day for each calendar day between the Contract Substantial Completion Date and the date Contractor achieves Substantial Completion as defined herein or until the Contract Guaranteed Completion Date, whichever is earlier. In addition, should Contractor fail to achieve Substantial Completion by dates indicated in section 1.8A/B, the Contract Guaranteed Completion Date as that date may be revised by Change Order pursuant to the terms of the Contract, the Contractor shall pay the Owner, as liquidated delay damages, Ten-Thousand Dollars (\$10,000) per day for each calendar day between the Contract Guaranteed Completion Date and the date Contractor achieves Guaranteed Completion as defined herein.

1.9 PROPOSAL EVALUATION

A. Proposal Scoring: The evaluation of the proposals will be made from the criteria listed below.

- 1. Price 50 Points**
 - a. Pricing
 - b. Terms.
 - c. Ability of Proposers to supply all equipment as described in RFP.
 - d. Quality of the individual products.
 - e. Warranty and service provisions.
- 2. Experience 15 Points**
 - a. Proposer capacity, capability, and overall competency to perform the specified work.
 - b. Level of integration between all system components.
 - c. Ability to meet specified timelines.
- 3. References 10 Points**
- 4. Local Service Provider 15 Points**
 - a. Local business enterprise
 - b. Sub-Contractor capacity, capability, and overall competency to perform the specified work.
- 5. Interview Performance 10 Points**

As an example of the scoring evaluation, if one proposal price is for \$100, and one proposal price is for \$125, then the proposal containing the \$100 pricing will be awarded 50 points, and the proposal containing the \$125 price will be awarded $\$100/\$125 = 0.8 \times 50$, or 40 points.

1.10 PROPOSAL REJECTION

- A. Owner reserves the right to reject and/or negotiate any or all proposals on a non-exclusive basis.
- B. The lowest priced proposal will not necessarily be accepted as the "winning" proposal.
- C. Owner may reject or accept, at its sole option, any incomplete or incorrect proposal.
- D. Due to the unique nature of the equipment and work described herein, objective comparisons may not be possible and Owner reserves the right, at its sole and absolute discretion, to determine the compliance of any Proposal with the requirements set out herein or any accompanying documents or the merits of one Proposal over another.
- E. Owner may, at its option, disclose all or some of the contents of the Proposals or other information provided by any Proposer to all or some of the Proposers as part of Owner's evaluation of the merits of the Proposals submitted and its negotiations relating to same.
- F. Owner reserves the right to:
 1. Cancel this process at any time prior to its execution of a definitive contract and such cancellation will be without any Owner liability.
 2. Negotiate with companies not solicited in the RFP process.

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3. Make all decisions regarding this RFP, including, without limitation, the right to accept, reject, or negotiate changes to any of the products or terms outlined herein.
4. Award the Contract as a whole or in part based on unit pricing provided on bid form.
5. To reject any or all proposals received.

1.11 CONTRACT FORM

- A. The Proposer is advised that the RFP Documents contain information that will be incorporated in whole or part, into the Contract.
- B. The RFP Documents may be superseded by such Contract.
- C. The terms of the Contract will be subject to the approval of Owner, in its sole discretion.
- D. A Contract, when fully executed, shall comprise a set of General Conditions with Supplementary Conditions, Functional Specifications and a complete Scope of Work, a Maintenance Agreement and any other Schedules as may be required to fully describe the work under the Contract.

1.12 PROPOSAL OF ALTERNATE SOLUTIONS

- A. In addition to proposing specifically for what is specified in this RFP, the Proposer is encouraged to furnish alternative solutions that may satisfy or complement the solution proposed in this RFP.
- B. Proposers are also encouraged to suggest alternative solutions that would reduce the overall cost without hindering the performance of the system from its intended use.

1.13 COMPLIANCE

- A. The Proposer is required to carefully review all of the components of this RFP in its' entirety.
- B. Unless the Proposer specifically cites, in writing, where they are "Not Compliant" it shall be deemed that the Proposer understands, agrees to and accepts all terms, conditions, stipulations and requirements of this RFP.
- C. In a case of non-compliance, the Proposer is to indicate all relevant qualifications or alternatives, which Proposer wishes Owner to consider.

1.14 CONSTRUCTION

- A. The Contractor shall comply at all times with applicable laws and the rules and regulations established by the Code Authority having jurisdiction, the Owner, regarding the conduct of work at the site.
- B. (1) To the fullest extent permitted by law and in addition to any other indemnity provided in this Contract, Contractor shall and will indemnify, defend and save harmless the Owner, AJP and its consultants and the Construction Contractor, and the agents, officers, and employees of any of them ("Indemnified Parties"), from and against any and all liability, claims, demands, damages, losses, expenses (including but not limited to attorneys' fees), fees, fines, penalties, suits, proceedings, actions, and causes of action of any and every kind and nature growing out of or in any way connected with Contractor's Work under this Contract, or its use, occupancy, management, operation or control of the Project site, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. The Indemnified Parties shall not be liable for any personal injury damage sustained by employees of Contractor, its Subcontractors, agents, officers, and employees. This obligation to indemnify, defend and save harmless expressly includes the obligation to pay all fees of legal counsel and third-party investigation costs and all other reasonable costs, expenses, and liabilities incurred as a result thereof; however, Contractor, and the Indemnified Parties may use the same counsel if such counsel is approved by the Owner. It is expressly understood and agreed that the Contractor is and shall be deemed to be an independent contractor and operator that is responsible to all parties for its acts or omissions and that neither the Owner, nor AJP shall in any way be responsible therefor. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity (whether in contract, at law, or otherwise) which would otherwise exist as to a party or person described in this Section.

(2) In claims against any person or entity indemnified under this Section by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 1.14B(1) shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

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(3) The Contractor's indemnity obligations under this Section 1.14B shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, and expenses (including, without limitation, reasonable attorneys' fees), arising out of, or in connection with, any (i) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code, or requirement of a public authority that bears upon the performance of the Work by the Contractor, a Subcontractor, or any person or entity for whom either is responsible, and (ii) failure to secure and pay for permits, fees, licenses, and inspections as required under the Contract Documents, or any violation of any permit or other approval of a public authority applicable to the Work, by the Contractor, a Subcontractor, or any person or entity for whom either is responsible.

1.15 DELIVERY, STORAGE AND SECURITY

- A. The Contractor shall deliver to the site all system components and related materials at its own expense.
- B. The Contractor shall unload, uncrate, assemble, and transport each component to its desired location for installation and install the system on-site in accordance with on-site regulations.
- C. The Contractor will be responsible for the cleanup and disposal of all packaging materials and debris.
- D. The Contractor is responsible for providing any temporary on-site storage for equipment and materials unless adequate on-site storage is available from Owner.
- E. Owner shall not be responsible for security or insurance related to said equipment or materials, even if stored on-site at locations designated or approved by Owner.
- F. Any temporary storage requirements must be coordinated with the Owner.

1.16 NO PROMOTION OR ADVERTISING BY CONTRACTOR

- A. The Contractor shall not display its trademarks or insignia upon any of the Equipment.
- B. The Contractor shall not name the Equipment or the fact that the equipment is installed at the Site in any part of its promotion or advertising of the Contractor's business (including, without limitation, any statement that it has supplied the Equipment or maintains same) without the written consent of the Owner, which consent may be withheld by the Owner with or without cause.

1.17 INSURANCE

- A. The Contractor shall not commence work under this Contract until he has obtained the insurance required and evidence of such insurance has been submitted to and approved by Owner. The submittal of said evidence shall to Owner shall not relieve or decrease the liability of the Contractor.
- B. Workers' Compensation and Employers' Liability Insurance as required by statute.
- C. Commercial General Liability Insurance - ISO Form CG 00 01 (10/93) or equivalent, Occurrence Policy, with limits of not less than:
 - a. General Aggregate \$ 2,000,000.00
 - b. Products - Comp/OPS Aggregate \$ 2,000,000.00
 - c. Personal & Advertising Injury \$ 1,000,000.00
 - d. Each Occurrence \$ 1,000,000.00
 - e. Fire Damage (any one fire) \$ 50,000.00
 - f. Medical Expense (any one person) \$ 5,000.00
- D. Endorsements attached thereto including the following or their equivalent –
 - a. In the event that Contractor does not have a "per project" aggregate limit to its existing policy, then ISO Form CG 25 03 (11/85), Amendment of Limits of Insurance (Designated Project or Premises), describing the subject Contract and specifying limits as shown above.
 - b. ISO Form CG 20 10 (10/93), in combination with ISO Form CG 20 37 (10/01), naming the Owner as additional insureds and containing the following statement - "This endorsement also constitutes primary and non-contributory coverage in the event of any occurrence, claim, or suit."
- E. Automobile Liability Insurance, with:
 - a. Limits of not less than \$1,000,000 Combined Single Limit per accident.
 - b. The coverage symbol designated in the policy must be symbol "1" applying coverage to any auto.
- F. Builders' Risk policy or installation floater with "all risk" coverage, including named-storm, flood and earthquake, or equivalent in an amount equal to 100% of the Contract Sum.

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- G. Following form Umbrella Liability of \$5,000,000
- H. Certificate of Insurance, on ACORD 25-S (3/88) Form, or equivalent, filed with the Owner identifying:
- a. Owner, as defined in the Contract, as Certificate Holders and Additional Insureds.
 - b. Endorsements, as listed above. (Note: If forms other than ISO forms are used, copies of the non-ISO forms are to be attached to this certificate).
 - c. Project as defined in the Contract.
 - d. Cancellation clause of the certificate amended to read, "Should any of the above-described policies be canceled before the expiration thereof, the issuing company shall provide a minimum of thirty (30) days written notice to the certificate holders named."
 - e. Insurance Companies Providing Coverage – Unless approved in writing in advance by Owner, all companies listed must be rated "A+:X" or better in the most recent A.M. Best Ratings Guide.
 - f. The Name, Address, and Telephone Number of the "Producer" - The certificate is to bear a mechanical signature of the Authorized Representative of the Producer.
- I. Performance Bond and Labor & Material Payment Bond: The Contractor shall furnish the Owner a performance bond, and a labor and material payment bond each in an amount equal to 100 percent of the Contract Sum, as security for all obligations arising under the Contract. Such bonds shall –
- a. Be written on Form AIA Document A312. Where the laws of the state in which the Project is located mandate a statutory payment bond form, such mandated payment bond form shall be used but is to be accompanied by the AIA Document A312 Performance Bond.
 - b. Be issued by a surety company or companies licensed in the State of Kentucky and holding valid certificates of authority under Sections 9304 to 9308, Title 31, of the United States Code as acceptable sureties or reinsurance companies on federal bonds. The penal sum obligation assumed by each surety, shall not exceed the authorization shown in the current revision of Circular #570 as issued by the United States Treasury Department, i.e., "Treasury List."
 - c. Be accompanied by a certified copy of the Power of Attorney stating the authority of the Attorney-in-fact executing the bonds on behalf of the Surety.
- J. The Louisville Arena Authority shall be named as a co-obligee on the bonds.
- K. The Owner reserves the right to reject any insurance company, policy, endorsement, certificate of insurance, surety company, performance bond, or labor and materials payment bond with or without cause.
- L. The cost of such insurance and such bonds as required above shall be the obligation of the Contractor and included in the Contract Sum.
- M. Any Engineer retained by the Contractor shall have and maintain in force during the period of this Contract Professional Liability Insurance in a minimum amount of \$1,000,000.
- a. The agreement with the Contractor shall contain an indemnification statement acceptable to Owner and in substantial accord with the following: "The Engineer agrees to indemnify and hold harmless Owner, their officers, directors, employees, agents, members, successors and assigns from any claims, losses and damages arising out of the negligent acts, errors or omissions of the Engineer and all subcontractors, engineers, or consultants hired by the Engineer for this project".
 - b. The insurance may be written on either "claims made" or "occurrence" forms, but if on a "claims made" form the insurance must be maintained in full force and effect for a period of five years beyond the final acceptance of the project. If a "claims made" form is used, verification of an insurance "tail" must be made by an insurance certificate annually to Owner for the five-year period.
 - c. The insurance must be obtained from an insurance company authorized to do business in the State of Kentucky, and unless approved in writing and in advance by Owner, rated "A+:X" or better in the most recent A.M. Best Ratings Guide.
- N. The acceptance of any certificate of insurance evidencing the insurance coverages and limits required in the Contract does not constitute approval or agreement by the Owner that the insurance requirements have been met or that the insurance policies shown are in compliance with the contract requirements. Insurance effected or procured by Contractor shall not reduce or limit the Contractor's contractual obligation to indemnify and defend the Owner for claims made or suits brought which result from or are in connection with the performance of this Contract, and Contractor agrees to indemnify Owner for all costs and damages, including attorneys' fees, arising from a failure by Contractor to procure the insurance coverages in the forms and amounts required herein.

1.18 TAXES

- A. Payment of applicable sales taxes shall be the responsibility of Contractor and identified on each Proposer's Bid Form.

1.20 TERMS AND CONDITIONS

- A. At no time, including, without limitation, upon substantial performance and when title to the Equipment passes to Owner, will the Owner be liable for the payment of any royalties, license or other fees to the Contractor or third parties as a result of the Owner's ownership, use or enjoyment of the Equipment or resulting from the replacement of broken or worn-out parts of the Equipment.
- B. Financial payment terms will be negotiated at time of contract award.

1.21 RELATIONSHIP OF THE PARTIES

- A. The relationship between Contractor and Owner is strictly that of an independent contractor. Contractor shall have no authority to enter into any contracts or incur any obligations binding upon Owner, unless Owner agrees in advance in writing.
- B. Contractor shall employ only competent foremen and experienced laborers on the project, and shall discharge or remove immediately, whenever requested to do so by Owner, any employee considered by Owner to be incompetent or disorderly.

1.22 REGULATIONS AND CITIZENSHIP

- A. Contractor shall be responsible for day-to-day premises and facilities cleanup, including temporary storage, removal and disposal of debris, trash and rubbish caused by its employees, or installation material-men or workmen. All tools, equipment and materials shall be secured upon completion of the day's work. Surplus materials shall be removed from the work site and stored in their appropriate location.
- B. Contractor shall not drive nor operate a vehicle, equipment, or machinery upon any of Owner's campus lawns, grounds, pathways or interbuilding walkways without having first obtained concurrence of the activity and approval for operating the vehicle, equipment or machinery from Owner. Requests for approval will be submitted through Owner's assigned Project Coordinator.
- C. Contractor's personnel will follow Owner's standards and personal conduct codes while on Owner's premises. A copy of those standards and codes will be provided to Contractor on request. Personnel found violating these standards or regulations shall be asked to leave the work site and shall not be allowed to return.
- D. OSHA REGULATIONS: It is Contractor's responsibility to guarantee that all items of hardware, services rendered or working environments meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act (OSHA). Questions regarding such requirements as pertaining to Owner may be referred to the KFC YUM! Security Office.
- E. SAFETY: Contractor shall give all required notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property and their protection from damage, injury, or loss.
- F. EMERGENCIES: In any project related emergency affecting the safety of persons or property, Contractor shall act with all due haste to prevent further threatened damage, injury, or loss, and will immediately notify KFC YUM! Security Office.
- G. PROTECTION OF OWNER'S FACILITIES: Contractor shall be responsible for replacing, restoring or bringing to original condition any campus property or facilities damaged by Contractor's personnel or operations. Any damage or disfigurement must be reported promptly to Owner and restored by Contractor at its own expense.
- H. NONDISCRIMINATION: Contractor shall represent in its proposal that it and all its subcontractors are in compliance with nondiscrimination legislation and fair employment practices.

1.23 WARRANTIES

- A. Contractor shall warrant and guarantee that title to all work, materials, and equipment covered by a request for payment, whether originally incorporated in the project or not, will pass to Owner, upon the receipt of full payment by Contractor, free and clear of all liens, claims, security interests or encumbrances, and that no work, material, or equipment covered by a request for payment will have been acquired by Contractor, or by any person performing work at the site or furnishing materials and equipment for the project, subject to an

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agreement under which an interest therein or an encumbrance thereon is retained or otherwise imposed by Contractor or any other third person.

- B. Contractor shall warrant and guarantee to Owner, without limitations or qualification, that all equipment, components, materials, workmanship and the system as an entity shall conform to and perform in accordance with local building codes.
- C. Contractor shall be fully responsible for any work knowingly performed contrary to said laws, codes and/or regulations, and shall fully indemnify Owner against loss and bear all costs and penalties arising therefrom.
- D. Contractor should note that following acceptance of Final Acceptance of the Work and final payment to Contractor by Owner, all Work (including without limitation all equipment, hardware, software, licenses, equipment, materials, guarantees, warranties and rights relating thereto are property of the Owner. Submission of a proposal shall be deemed confirmation that (i) all guarantees, warranties licenses and other rights relating to the Work are property of the Owner.

1.24 MBE/WBE/VBE PARTICIPATION

- A. The Louisville Arena Authority has adopted and is firmly committed to implementing its Affirmative Action Policy to promote the utilization of women and minorities in all phases of the project. It is the responsibility of each respondent to become familiar with the Louisville Arena Authority Affirmative Action Policy, which is posted on the Authority's website: www.arenaauthority.com. All respondents must include in their response an affirmation to conform to the policy and a detailed description of their plan for conformance.

END – RFP INSTRUCTIONS AND GENERAL CONDITIONS