

## **STATE OF NORTH CAROLINA**

**North Carolina A&T State University**

**Request for Proposal #: 59-P2395**

**Ticketing System**

**Date of Issue: 01-16-2025**

**Proposal Opening Date: 02-05-2025**

**At 03:00PMET**

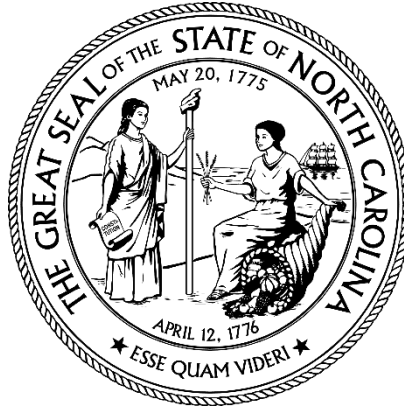
**Direct all inquiries concerning this RFP to:**

**Tyeshia Smith**

**[tmsmith23@ncat.edu](mailto:tmsmith23@ncat.edu)**

**Email: [tmsmith23@ncat.edu](mailto:tmsmith23@ncat.edu)**

**Phone: 336-285-4952**



## STATE OF NORTH CAROLINA

### Request for Proposal #

**59-P2395**

For internal State agency processing, including tabulation of proposals, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your proposal.  
Failure to do so may subject your proposal to rejection.**

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Vendor eVP#

**Note:** For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

*Electronic responses ONLY will be accepted for this solicitation*

Refer <u><b>ALL</b></u> Inquiries regarding this RFP to: <u>Tmsmith23@ncat.edu</u> Tyeshia Smith	Request for Proposal #: 59-P2395
	Proposals will be publicly opened:
Using Agency:	Commodity No. and Description: Ticketing System
Requisition No.: NA	

#### **EXECUTION**

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this proposal is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- It is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this proposal, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the ATTACHMENTS page within this document.

**Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not be accepted.**

Proposal Number: 59-P2395

Vendor: \_\_\_\_\_

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

**VALIDITY PERIOD**

The offer shall be valid for at least sixty-60 days (about 2 months) from the date of bid opening, unless otherwise stated here: \_\_\_\_\_ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

**ACCEPTANCE OF PROPOSAL**

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as indicated on

The attached certification, by \_\_\_\_\_.

(Authorized Representative of North Carolina A&T State University)

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## 1.0 PURPOSE AND BACKGROUND

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North Carolina A&T State University (NC A&T) is a regional, public institution located in Greensboro, NC providing higher education at the undergraduate and graduate level to 15,000 students. In addition to its core mission, the University is a regional powerhouse for entertainment, including arts, athletics, concerts, lectures, forums, student events and more. During the 23-24 event season, an estimated 27,567 individuals attended the University's music and theatre programs, and an estimated 107,474 fans attended athletic events.

The University is looking for a comprehensive and flexible software solution that provides real-time online ticketing, allowing patrons to select events, reserve seats (when applicable), and complete payments seamlessly, including the option for at-venue sales. Key features should include advanced financial transaction management, reporting, and tracking of donors, patrons, fans, and attendance. Additionally, the solution should support enhanced marketing tools to help expand audience reach. The system must be scalable and robust to handle ticketing across multiple campus areas, including Performing Arts, Athletics, and Student Life events.

**Performing Arts:** The Paul Robeson Theatre and Harrison Auditorium serve as the regional hub for arts and entertainment.

- Paul Robeson Theatre - 346 capacity
- Harrison Auditorium – 900 capacity

These venues host more than 25 events each year. These include large-scale main stage theatre productions, music concerts, innovative festivals, faculty and student recitals, dance concerts, guest artist series, and more.

**Athletics:**

The Athletics program at N.C. A&T's mission is to provide an intellectual environment where students develop a sense of identification, belonging, responsibility, and achievement that prepares them for leadership and service in regional, national, and global communities. The Department of Athletics provides a comprehensive program of intercollegiate competition, which is an integral part of all students' educational experiences. N.C. A&T is a Colonial Athletic Association (CAA) member and student-athletes participate in sixteen men's or women's sports.

- Moore Gym – 1000 capacity
- Corbett Gym – 5,600 (530 reserved seats) capacity
- Truist Stadium – 19,038 capacities

**Student Life:** NC A&T offers more than 100 student clubs and organizations spanning all interests including academic, athletics, cultures, professional associations, and honor societies. These complement learning via academic instruction and create a valuable student experience. Additionally, the Office of Student Activities produces numerous large-scale activities throughout the academic year including concerts, homecoming, and a week-long “AGGIE fest”

- University Event Center- 1,500 capacity
- A.C.B Auditorium 101- 254 capacity
- Webb Hall Auditorium- 126 capacity
- G.C.B Auditorium - 331 capacity
- Proctor Auditorium – 127 capacities

- Dudley multi-Purpose Room – 75 capacities
- Williams Cafeteria (Upstairs)- 950 capacity
- Deese Ballroom- 450 capacity
- Harrison Auditorium – 900 capacities

The intent of this solicitation is to award an **Agency Contract**,

## 1.1 CONTRACT TERM

The Contract shall have an initial term of **Five (5)** years, beginning on the date of final Contract execution (the “Effective Date)

At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to Five (5) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than **Sixty** days before the end of the Contract’s then-current term. In addition to any optional renewal terms, and with the Vendor’s concurrence, the State reserves the right to extend the Contract after the last active term.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

## 2.0 GENERAL INFORMATION

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### 2.1 REQUEST FOR PROPOSAL DOCUMENT

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

### 2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor’s responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions or issues regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made because of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor’s proposal that purports to vary any terms and conditions or Vendors’ instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor’s proposal shall constitute a firm offer that shall be held open for the period required herein (“Validity Period” above).

**The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiation and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s proposal as nonresponsive.**



## 2.4 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	State	01-16-2025
Submit Written Questions	Vendor	01-27-2025@3pm
Provide Response to Questions	State	01-29-2025
Submit Proposals	Vendor	02-5-2025@3pm
Presentations	Vendor	02-17-2025
Contract Award	State	02-21-2025

## 2.5 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the “Submit Written Questions” date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Written questions shall be emailed to [tmsmith23@ncat.com](mailto:tmsmith23@ncat.com) by the date and time specified above. Vendors should enter “RFP # 59-P2395: Questions” as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the *electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

## 2.6 PROPOSAL SUBMITTAL

**IMPORTANT NOTE: This is an absolute requirement.** Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. A vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. The time and date of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal deadline will be rejected.

Electronic responses ONLY will be accepted for this solicitation through:

<https://ncat.bonfirehub.com/portal/?tab=openOpportunities>

**The Bonfire Support Team can also be contacted by calling 1-800-354-8010 Ext. 2. Support by phone and email is provided Monday - Friday from 8 AM – 8 PM EST**

## 2.7 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor’s submission of incomplete items, may result in the State rejecting Vendor’s proposal, in the State’s sole discretion.

Vendor RFP responses shall include the following items and attachments, which shall be arranged in the following order:

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) Vendor's Proposal addressing all Specifications of this RFP. *[Indicate relative section references as a guide to responding to sections requiring additional responses outside of the solicitation document. If not required, delete.]*
- f) Completed version of ATTACHMENT A: PRICING
- g) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

## 2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found below which are incorporated herein by this reference.

## 3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

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### 3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract(s) to a **single Vendor** the State reserves the right to make separate awards to different Vendors for one or more-line items, to not award one or more-line items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in proposals received.

### 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 29 of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a proposal to this RFP, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract,

and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP, or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

### 3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

#### The State will conduct a One-Step evaluation of Proposals:

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids are authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

### 3.4 EVALUATION CRITERIA

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the State:

**Technical: 215 Maximum Points)**

**Price: 30 Maximum Points**

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**EVALUTION METHOD:** Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to the State.

All qualified proposals will be evaluated, and award made based on considering the following criteria listed in descending order of importance, to result in an award most advantageous to the State:

- Background & Experience – 25 points
- Ticketing Process – 20 points
- Project Organizations – 30 points
- Technical Approach – 70 points
- Reporting – 25 points
- References – 5 points
- Presentation – 10 points
- Pricing – 30 points

### 3.5 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State’s needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a proposal in its entirety.

## 4.0 REQUIREMENTS

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This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question-and-answer period in accordance with the Proposal Questions Section above.

### 4.1 PRICING

The proposed price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and include in Vendor’s proposal. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

### 4.2 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed information to allow the Purchasing Agency to verify pricing at the point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor’s Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer’s Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

**INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.**

INVOICES SHOULD BE EMAILED TO THE FOLLOWING ADDRESS:

**Accounts Payable**

**Email Address: NCAT.Invoices@trustflowds.com**

**North Carolina A&T State University**

**PO Box 3986**

**Scranton, Pa 18505**

#### **4.3 FINANCIAL STABILITY**

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor's financial stability.

#### **4.4 HUB PARTICIPATION**

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

#### **4.5 VENDOR EXPERIENCE**

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendor shall provide information as to the qualifications and experience of all executives, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

#### **4.6 REFERENCES**

Vendor shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of comparable size and scope to those proposed herein. The State *shall contact* these users to determine whether the Services provided are similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained *shall* be considered in the evaluation of the Proposal.

#### **4.7 VENDOR'S REPRESENTATIONS**

If Vendor's Proposal results in an award, Vendor agrees that it will not enter into any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all its own necessary management, supervision, labor,

facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

## 5.0 SPECIFICATIONS AND SCOPE OF WORK

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The University seeks a dynamic, hosted software solution to enable real-time, online ticketing that enables patrons to choose desired events/performances, desired seating (when reserved seating is available) and pay for tickets in one seamless process, including at-venue sales. Additionally, the University seeks a software solution that enables improved financial transaction management and reporting; donor/patron/fan/attendance tracking; and enhanced marketing capabilities to grow audiences for its many and varied activities. The solution needs to be scalable and robust enough to support ticketing needs for the Athletics, Student Life Events, Chancellor Speaker Series, and University's Performing Arts events.

Vendor should address these business needs by providing solutions in the following key functional categories:

- Customer Account Information
- Ticketing Functionality
- Marketing Functionality
- Online Services
- Financial Considerations
- **STATEMENT OF WORK**

**Required features/components:** Support an integrated, real time, branded, large scale e-commerce site tied to sales, ticketing/donor database, student online ticketing/lottery functionality, digital season cards and mobile sales. The following desired functions are described below:

Phase 1: These Requirements must be an available function by the Go-Live Date

Phase 2: The following items are necessary for the continued function. These Requirements can be implemented later

### **GENERAL**

## 5.1 SPECIFICATIONS

**The following items are necessary for the continued function of the Ticket Office. These Requirements must be an available function by the Go-Live Date**

- user-Friendly “Box Office” Interface”
- Ability to sell digital season, mini-plan, flex, individual, post season, tournament, banquet, loaded value, parking and vending tickets
- Ability to have unlimited number of pricing (monetary, complimentary ticket, and holds), date and venue, and seating options
- Ability to create multiple venues with multiple layouts depending on the type of event
- Ability to adjust venue capacities instantaneously
- Ability for customers to choose desired seats from a variety of 3-D maps assigned to that event during the online buying process
- Quick sale mode (ability to sell a ticket w/o entering customer data)
- Ability to manage complimentary tickets, completely digital, by allowing Ticket Office to create credentials, send to user.
- Ability to manage complimentary tickets, completely digital, by allowing user to send, cancel, return, to multiple accounts
- Ability to create free/open to public events for online sign up/distribution.
- Quick buy mode available for online sales (ability to purchase without customer or limited customer information.
- Multi-person event staff sales account setup
- The ability to customize the CRM system including user access, customized fields, and dashboards
- Ability to sell tickets to virtual events at virtual venues.
- Mobile Purchase and Delivery Capabilities
- Ability to sale digital Season and Individual parking permits in designated lots in both Ticket Office and online.
- Ability to sale both tailgate and parking simultaneously in the using the same lot/map.
- Compatible with Boca Lemur ticket printers to print physical tickets or provide buy-out option for twelve (12) ticket printers (printer list attached)
- Compatible with reputable companies that can create physical season ticket cards.
- Able to print or send off the print multiple batches of physical season ticket cards
- Desired ability to print mailing labels from system
- Multiple Delivery options: Mail, Will-Call, Print-at-home, Student ID, Text and Mobile
- The ability to generate barcodes for digital Season Ticket. Ability to recycle/reuse barcodes over multiples seasons
- Ability to complete cash, debit/credit card, check, Apple, Google Pay transactions
- Bluefin compatible permits a seamless refund process and reflects accurately on reports.
- Ability to add and update general ticketing information such as Frequently Asked Questions, Venue Information, etc., that can be synchronized and displayed on the official NCAT Website.
- Ability to offer a desired Self-Service Kiosks option (Contractor must outline additional costs, if applicable, for additional functionalities)
- Real time communication between the access system and the ticketing system, such that all bar codes issued, voided, or otherwise changed in status are updated instantly on the access control system
- Test Website, to ensure proper set up of events before going live to ticket purchasers

- Capability to view layout before tickets are placed online
- Compatibility with forty-three (43) Janan XTC Scanners (list attached)

#### **Student Ticketing**

**The following items are necessary for the continued function of the Ticket Office. These Requirements must be an available function by the Go-Live Date**

- **Student Only Portal**
- **Ability to designate “Student Only” events and restrict student tickets from public.**
- **Allows Student to Student only Transfers**
- **Fully integrated Student Ticketing**
- **Support customizable Loyalty & Rewards programs**
- **Customizable Lottery Capabilities**
- **Student Reporting**
- **Secure integration with existing University system that allows staff to determine student eligibility by status and e-mail address.**
- **Secure Student authentication in compliance**
- **Multiple Delivery options**
- **Utilization of access management**
- **Allow students to select seats for designated reserved seated venues**
- **Mobile ticket downloads**

#### **Online Account Management System**

**The following items are necessary for the continued function of the Ticket Office. These Requirements must be an available function by the Go-Live Date**

- **Allow patrons to manage their tickets/donations with functionality including:**
  - **Username/Password Reset Option**
  - **Ticket Transfers (option for fan-to-fan ticket sales, with shared revenue)**
  - **Ticket exchanges/reseat**
  - **Ticket Reissue**
  - **Order History**
  - **Priority Points**
  - **Returns**
  - **Ticket Request/Renewals**
  - **Donation History**
- **Ability for patrons to transfer, sell, renew, and manage their own digital tickets.**
- 

#### **Development/Donor CRM Requirements**

**The following items are necessary for the continued function of the Ticket Office. These Requirements must be an available function by the Go-Live Date**

- **Fundraising Functionalities to include integration between fund development system and Ticketing System.**



- *The ability to customize the fundraising system to allow for unique programs such as donor specific priority point calculators, quick donate pages for simplified donations and donation upsell and add-on features to drive additional donations.*
- *Tools for creating development and ticketing solicitations.*
- *Tools for creating fundraising campaigns, processing fundraising transactions, ticketing transactions all at the same time – in either the fundraising system or the ticketing system.*
- *Execute basic CRM functions such as creation of new accounts, update demographic information, revise pledges, etc.*
- *Capabilities for Bluefin credit card processing, additionally vendor must show PCI DSS v4.0.1 compliance*
- *Ability to run reports focused on donor giving history, revenue generation, scheduled payments, giving summaries, daily/monthly/yearly reconciliation reports*
- *Evidence of CRM system synchronizing up with Banner 9*
- *Preference on ability to take event RSVP registration*
- *Proven success on customer-facing login portal to make ticket purchases and donations*
- *Ability to process add-in purchases in online customer portal*
- *Marketing functionality such as customer re-targeting and shopping cart abandonment options to re-target customers who do not complete transactions*
- *Ability to produce branded, and multiple, payment processing IDs on the consumer end*
- *Integration of payment plans and scheduled payments on tickets and donations, and allow consumer to change payment method*
- *Parking Pass Management: sell by season/single game, and report out on attendance*
- *Upsell and cross-sell functionality during consumer online purchase*
- *Options to view vantage point of seat selection on the consumer end*
- *Round-up' donation option through consumer end of purchase function for tickets*
- *SSO for front end users, as well as on the back end (students primarily)*
- *Priority points integration and calculations*
- *Invoice generation, and electronic receipting functions*
- *Ability for consumer to execute quick purchases for donations and tickets*
- *Ability to create marketing landing pages unique by event (Vanity pages)*

## **Phase 2**

*The following items are necessary for the continued function. These requirements can be implemented later.*

- *Self-service reporting system that will allow easy import/export functionality with campus partner software, Ability to automatically import donor information (including giving history) from campus software partner, such as Banner 9.*

### **Theatre System Requirements**

*The University seeks a dedicated theater ticketing solution integrated within a main ticketing system to manage ticket sales, seat reservations, and patron engagement for performing arts events. This system*

*must be designed for intuitive patron use, providing a streamlined, real-time seat selection and payment experience, both online and at the box office.*

*Key requirements include:*

- *Seat Mapping and Reserved Seating Selection: The system must include a user-friendly, real-time seat map allowing patrons to select and reserve specific seats.*
- *Membership and Subscription Management: A feature to handle season passes, member-exclusive pricing, and subscription packages, facilitating seamless renewals and tracking of member benefits.*
- *Payment Options and Financial Transactions: Support for multiple payment options, including credit cards, digital wallets, and at-venue transactions. The system should also allow for secure, comprehensive tracking and reporting of all financial transactions.*
- *Sales and Reporting: Advanced reporting capabilities are essential for tracking sales, revenue, attendance data, and patron demographics to aid in decision-making and audience development.*
- *Promotions and Discount Codes: The system must support promotional codes, discounts, and other marketing campaigns, allowing for customized offers and targeted audience engagement.*
- *Flexible Ticket Exchanges: An exchange feature enabling patrons to switch event dates or seat selections, enhancing the patron experience and ticket utilization.*

*The theater ticketing solution must integrate with the University's primary ticketing system, providing seamless functionality across all events and departments, with efficient support for both online and in-person operations.*

#### *IT Background:*

*North Carolina A&T State University (NC A&T) utilizes Ellucian Banner 9 as the Enterprise Resource Planning student information system and finance application. Banner data is stored in an Oracle 11g Enterprise Edition database running on an HP-UX Itanium platform. Banner Self Service runs on Oracle Application Server Web Logic 11g. The University also utilizes Ellucian Luminis 4.2 platform as the campus portal product.*

*The University uses TouchNet's Commerce Management System and payment gateway with full integration with Banner. The Touch Net system components licensed are Payment Gateway, Bill Payment, and Marketplace.*

*The University uses an in-house Central Authentication Service (CAS) to provide single sign-on and authentication to in-house software and third-party software, some of which are hosted as SAAS solutions. CMU has also developed Shibboleth connectors for authentication to some software products.*

*Most other application software running in the CMU datacenters are hosted on a VMWare cluster running vSphere 5.1. Client operating systems include various versions of Windows Server and Linux.*

#### *Service Interruptions*

*The service provider (bidder or contract winner) shall guarantee 99.9% uptime, measured, and reported monthly to NCAT, excluding scheduled maintenance. For critical incidents and service interruptions, response will occur within 30 minutes, and resolution is within 4 hours. (Any measure of time that the*

***Ticket Office will be comfortable) Page load times on high-traffic pages will not exceed 2 seconds, and server response times will remain below 200 milliseconds.***

***Daily backups will be retained for 120 days (about 4 months), with recovery available within 4 hours of a data loss incident. Monthly backups should be retained for 1 year with a recovery time within 24 hours.***

***If uptime falls below the guarantee, NCAT will receive a 5% credit of the monthly fee per hour of downtime, up to 50%. (These numbers are based on an agreement with a monthly fee but can be changed if fees are based on the tickets sold, or per event fees.)***

***If an unscheduled service interruption exceeds 30 continuous minutes (30 minutes is ideal, but can be any measure of time), NCAT is eligible for a service credit equivalent to (a percentage of their service charge).***

***In the event of repeated service interruptions that exceed the specified Service Level Standards listed above, NCAT may terminate the contract without any early termination fee. Qualifying service interruptions include three or more outages exceeding 30 minutes within any calendar month, failure to meet the monthly uptime guarantee of 99.9%, or any single interruption lasting more than 24 consecutive hours.***

***These contract clauses are very rigid with extreme penalties for downtime and may increase the cost of the contract.***

***You might also consider reducing the penalties to balance out our monthly costs. It should be a balance of how valuable the uptime is during peak time.***

**Integrated CRM solution to include:**

- ***Customer Relationship Management (CRM) solution or an integration with an industry leading CRM system***
- ***Full integration of the CRM system with the ticketing and fundraising systems and the ability to connect to other data sources***
- ***The ability to utilize the CRM solution to manage and maintain sales pipelines***
- ***The ability to offer CRM support services, including, but not limited to best practices, consulting, and system administration***

**Integrated Data Warehouse / Analytics /Reporting Solution to include**

***The following items are necessary for the continued function of the Ticket Office. These Requirements must be an available function by the Go-Live Date***

- ***Data warehouse functionality or integrate with a data warehouse provider...i.e., enabling data to be shared across multiple systems including external databases and stored within a central data warehouse at no additional cost***
- ***Standard suite of dashboards and reports as part of the Data Warehouse as well as the ability to personalize and customize reports***

- **Unlimited Customizable reporting features:**
- **Batch system reporting for daily balancing**
- **Audit trails**
- **Timed, automated invoicing for outstanding and partial payments**
- **Post-event reconciliation.**
- **Data Retention Capability (current/historical data)**
- **Integration of Prior Data, no or limited manual uploads required to integrate.**

**Marketing Services to include**

**The following items are necessary for the continued function. These Requirements can be implemented later**

- **Identifies and offers retargeting ads to consumers who visit the site but fail to purchase products.**
- **Works with social media resources, such as Facebook, Twitter, Instagram, and YouTube, to increase revenues.**
- **Integrates corporate partners into platforms**
- **Event discovery tools and partnerships specific to the College Athletics market.**
- **Please include any partnerships you offer to help drive event awareness/event discovery.**

**E-mail Solutions and Marketing Automation to include:**

- **Industry-leading integration with a marketing automation provider that includes the ability to set up messaging and deploy based on actions, inactions, time periods, specific interest, and any other parameters.**
- **Additional functionality, including but not limited to microsites/PURLS, web tracking, shopping cart abandonment, scan-based messaging, and survey forms**
- **Integration between the marketing automation solution and the provided CRM solution**
- **Integrates corporate partners into platforms**

**System Control and Customization that provides University Ticket Office control over:**

**The following items are necessary for the continued function of the Ticket Office. These Requirements must be an available function by the Go-Live Date**

- **Ownership of the customer data**
- **Advertising and sponsorship opportunities**
- **Consumer fees**
- **Customization/personalization of the solution including custom HTML, custom user settings, etc.**
- **Customize Print at Home (PAH), and mobile tickets**

**Dedicated Customer Support to include:**

- **24/7/365 customer support.**
- **Details on the proposed customer support structure, including number of support staff, hours of operation, typical response times, and process for prioritizing problems/issues**

**System Security / PCI Compliance**

- **The Contractor must obtain and maintain current and ongoing PCI Level 1 Service Provider status or equivalent (obtain PCI compliance validation by a QSA). Proposers cannot base their compliance of this requirement on the PCI Service Provider status of the integrated credit card payment processor, which for**

***the Ticket Office is currently Titan and Converge. The Contractor must have its own separate Level 1 Service Provider or equivalent certification.***

- ***The Contractor shall:***
- ***Guarantee a continuous state of compliance with PCI standards and requirements, and***
- ***Define PCI requirement(s) responsibilities of each party to the contract.***
- ***The platform shall support TLS 1.2 or higher network encryption with strong ciphers from the browser through the routing layer to the target app environment.***
- ***Provide a security level overview and infrastructure of the hosting facility***
- ***Outline your Secure Socket Layer (SSL) Encryption security for the transmission of data***
- ***Vendors must provide evidence of adequate information security measures to protect the confidentiality, integrity, and availability of the university's data. Such measures are typically demonstrated by a SOC 2 report***
- ***The hosted webpage should include a privacy notification and opt out option of customers of the platform indicating any PII that is stored through the system and use of that information, including any disclosure to other 3<sup>rd</sup> party vendors or applications within the University.***

***Fraud Management and Payment Processing to include:***

- ***System mechanisms to detect and protect client/personal confidential information, commercial misuse, and hacking***
- ***Anti-fraud, anti-thief, robot attacks and anti-malice protection system security intrusion incident handling procedures, including methodology used to determine incident severity and timeline for escalation***
- ***Flexible payment processing option***

***Implementation and Training***

***The Contractor shall provide a comprehensive implementation plan that demonstrates a full understanding of the scope of work and how it will address and execute all objectives in this RFP. Contractor must provide a detailed timeline***

***that includes specific tasks or activities required for implementing the scope of work by the "go live" date of March 2025. The proposal must clearly show that the Contractor can begin implementing all services, tasks, training, and other related activities starting on an agreed upon ramp-up period and the estimated go-live date. The proposal shall outline the responsibilities of both parties in order to transition to the awarded solution including, but not limited to, data migration, system build configuration, system integration, system testing, staff training, which sports' seasons and sales that would take place before and after the go-live date and all other related task and activities to have a User Acceptance Testing Solution (UAT) ready for review and approval by Athletics, and Student Activities. To evaluate the***

**Contractor's ability to implement the scope of work, Contractor shall include the following items and describe for how they will be completed by the go-live date:**

**Implementation Proposal and Description**

**A project proposal for the development, integration, installation, and testing of the solution. The proposal response to the Scope of Work, at a minimum, shall include:**

**A clear understanding of the specific tasks or activities required to accomplish project objectives (implementation). Definition of each phase or component and provide a roadmap as to how each phase will be undertaken.**

**A timeline for the completion of each phase or component. The timeline shall be specific and detailed enough to demonstrate the Contractor's ability to complete objectives on time. Include, days, hours, weeks, etc. for each task or phase.**

**Any on-site or off-site resources proposed to assist with the implementation. Include names, titles, years of experience and resumes for everyone.**

**Methods that the Contractor will employ to ensure quality control as well as budget and schedule controls for the project.**

**Show the methods the Contractor will use to design the project's budgeted cost.**

**Identifying any special issues or problems that are likely to be encountered in a project of this type.**

**Describe how issues/problems are handled and if any additional costs that might be expected.**

**Hardware & Software**

**The complete hardware and software infrastructure necessary to support the proposed solution and delivery by go-live date.**

**List of necessary hardware to implement solution and identify any equipment that is included in the proposal pricing Hardware installation support**

**Software installation support Requirement gathering and analysis**

**Hardware and software configuration Development**

**Data Migration**

**Includes the extracting, analysis, cleanup, importing and testing of existing and historical data from current databases and storage mechanisms into the overall solution.**

**Training and Live Support**

**The proposal response shall include the process proposed to provide staff training and training documentation for the overall solution so that key Athletics stakeholders are trained beginning on the contract award date through the go-live date. The proposal shall include, at a minimum:**

**On-site system administrator training Hard copies of training materials Online training**

**On-site training and support for up to twenty (20) users**

**Recommendation for training logistics including classroom size and required network, hardware and software facilities, program, and timetable.**

**The contractor shall provide an experienced account manager to be the single point of contact for events throughout the life of any resulting contract. Responsibilities include:**

**Assist with problem resolution Scheduled meetings**

**Best practice discussions Updating on newest technologies**

**Provide or assist with the creation of a FAQ tools and web-resources (tutorials/how to guides) for Athletics' and Campus Enterprises account holders during transition/implementation**

***The proposal shall include information on the number of other clients that the assigned project manager would be managing simultaneous to this project?***

**Maintenance and Implementation Control**

***Must outline the process by which Contractor will ensure all routine maintenance issues will be handled to ensure no interruption of the system at the time of go-live. Demonstrate how the Contractor will ensure that clients, donors, buyers will not see an interruption in service from how they use the system currently.***

**Software Upgrades**

***Contractors must outline the process for upgrading software including frequency and costs.***

**Issue Resolution and Contingency Planning**

***Contractor must outline how implementation issues (that impact the project plan) will be handled: to include back-up equipment, services personnel, problem solving resolution protocols, escalation protocols, and response and resolution times (if different than baseline support services). Include names, titles, and resumes to individuals that will be responsible for problem resolutions.***

**Information Technology Services shall review and assess compliance with these requirements prior to purchase.**

**Requirements**

- 1. Vendors must provide evidence of adequate information security measures to protect the confidentiality, integrity, and availability of the university's data. Such measures are typically demonstrated by an SOC 2 report. In lieu of such a report, a vendor may provide an EDUCAUSE Higher Education Community Vendor Assessment Toolkit (HECVAT) or similar report.***
- 2. Vendors must provide evidence of measures to limit access within their organization and by third parties to protect the privacy of the university's data. This must include a description of any access provided to third parties.***
- 3. Vendors must identify any data regulated by PCI Security Standards Council standards that is stored or processed by their application(s) and evidence of compliance with the relevant standards.***
- 4. Vendors must identify any protected health information (PHI) stored or processed by their application(s) and evidence of Health Insurance Portability and Accountability ACT (HIPAA) compliance.***
- 5. Vendors must agree to provide the university notice of any activity that compromises or exposes its data. Vendors must agree to provide the university sufficient information to determine if a breach has occurred as defined in the North Carolina Identity Theft Protection Act (NCITPA) and accept the responsibility for***



***notifying end users of any breach due to their action, lack of action, or a flaw or configuration error on their part or the part of a third party with whom the vendor has contracted.***

- 6. Vendors must attest that the hosting environment provides adequate physical, access, and network controls to protect the university's data. Applications should be hosted in a commercial cloud environment.***
- 7. Applications must integrate with the university's Active Directory Federation Services (ADFS) to authenticate users. Applications which cannot authenticate via ADFS must require strong passwords, support password-aging, require periodic password changes, and provide self-service password reset capabilities. Vendors must attest that user passwords are inaccessible to their employees or to third parties.***
- 8. Vendors must attest those applications support appropriate encryption throughout all stages of data entry, processing, storage, backup, and restoration.***
- 9. Vendors must attest that application development practices encompass the current CWE Top 25 software weaknesses. Should a new weakness be added to the list that is not addressed by a vendor's development practices, the vendor must provide documentation of their plans to address said weakness in a timely fashion?***
- 10. Vendors must attest to the ability to perform routine backups and restorations of the university's data on short notice without impacting other clients.***
- 11. Vendors must agree that data collected or entered by the university, or its patrons remain the property of the university. Vendors must provide the university with its data at the end of a contract, including sufficient metadata to allow the university to analyze the structure of the data and load it into other applications.***
- 12. Vendors must agree in writing to destroy a 1 copy of the university's data in a timely manner once it has returned to the university***

## **5.2 PROJECT ORGANIZATION**

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

## **5.3 TECHNICAL APPROACH**

Vendor's proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.



## 6.0 CONTRACT ADMINISTRATION

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All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes.

### CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State's point of contact for customer service-related issues (define roles and responsibilities).

Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

### 6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically *monthly* with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

### 6.3 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost to the State. A continuous improvement effort consists of many ways to enhance business efficiencies as performance progresses.

### 6.6 FAITHFUL PERFORMANCE

Any Contract may include terms ensuring a vendor's performance such as: (1) a bond, or similar assurance; (2) liquidated damages; (3) a percentage of the Contract value held as a retainage; (4) withholding final payment contingent on acceptance of the final

deliverable; and (5) any other provision that assures performance of the Vendor. The parties agree that the Vendor shall be subject to the following faithful performance requirements:

## 6.7 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to \_\_\_\_\_ *six months* to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

## 6.8 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

## 6.9 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be made through the contract administrator.

***THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK***

## 7.0 ATTACHMENTS

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### **\*\*IMPORTANT NOTICE\*\***

**RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE**  
FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

#### **ATTACHMENT A: PRICING**

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Complete and return the Pricing associated with this RFP, which can be found at the following link in the table below

<i>Annual Pricing Year 1</i>	\$ _____
<i>Annual Pricing Year 2</i>	\$ _____
<i>Annual Pricing Year 3</i>	\$ _____
<i>Annual Pricing Year 4</i>	\$ _____
<i>Annual Pricing Year 5</i>	\$ _____
<i>Option Year 1</i>	\$ _____
<i>Option Year 2</i>	\$ _____
<i>Option Year 3</i>	\$ _____
<i>Option Year 4</i>	\$ _____
<i>Option Year 5</i>	\$ _____
<i>Hardware If Applicable</i>	\$ _____
<i>Software If Applicable</i>	\$ _____
<i>Misc. (please specify and itemize)</i>	\$ _____

#### **ATTACHMENT B: INSTRUCTIONS TO VENDORS**

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The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_North-Carolina-Instructions-to-Vendors\\_09.2020.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-Instructions-to-Vendors_09.2020.pdf)

<https://ncadmin.nc.gov/formnorth-carolina-instructions-vendors032023/download?attachment>

#### **ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS**

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The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

<https://www.doa.nc.gov/form-north-carolina-general-terms-and-conditions-11-2023/open>

#### **ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**

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Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-hub-supplemental-vendor-information-9-2021/download>

#### **ATTACHMENT E: CUSTOMER REFERENCE FORM**

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Complete and return the Customer Reference Form, which can be found at the following link:

<https://ncadmin.nc.gov/media/15503/open>

#### **ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR**

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Complete and return the Location of Workers Utilized by Vendor, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-location-workers-09-2021/download>

**ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**

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Complete, sign, and return the Certification of Financial Condition, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-certification-financial-condition-09-2021/download>

**\*\*\* Failure to Return the Required Attachments May Eliminate  
Your Response from Further Consideration \*\*\***